



CITY OF
**PALO
ALTO**

**CITY COUNCIL
Special Meeting
Monday, May 08, 2023
Council Chambers & Hybrid
5:00 PM**

Palo Alto City Council meetings will be held as “hybrid” meetings with the option to attend by teleconference/video conference or in person. To maximize public safety while still maintaining transparency and public access, members of the public can choose to participate from home or attend in person. Information on how the public may observe and participate in the meeting is located at the end of the agenda. Masks are strongly encouraged if attending in person. The meeting will be broadcast on Cable TV Channel 26, live on YouTube <https://www.youtube.com/c/cityofpaloalto>, and streamed to Midpen Media Center <https://midpenmedia.org>.

VIRTUAL PARTICIPATION [CLICK HERE TO JOIN](https://cityofpaloalto.zoom.us/j/362027238) (<https://cityofpaloalto.zoom.us/j/362027238>)
Meeting ID: 362 027 238 Phone:1(669)900-6833

PUBLIC COMMENTS

Public comments will be accepted both in person and via Zoom for up to three minutes or an amount of time determined by the Chair. All requests to speak will be taken until 5 minutes after the staff’s presentation. Written public comments can be submitted in advance to city.council@CityofPaloAlto.org and will be provided to the Council and available for inspection on the City’s website. Please clearly indicate which agenda item you are referencing in your subject line.

PowerPoints, videos, or other media to be presented during public comment are accepted only by email to city.clerk@CityofPaloAlto.org at least 24 hours prior to the meeting. Once received, the Clerk will have them shared at public comment for the specified item. To uphold strong cybersecurity management practices, USB’s or other physical electronic storage devices are not accepted.

TIME ESTIMATES

Listed times are estimates only and are subject to change at any time, including while the meeting is in progress. The Council reserves the right to use more or less time on any item, to change the order of items and/or to continue items to another meeting. Particular items may be heard before or after the time estimated on the agenda. This may occur in order to best manage the time at a meeting or to adapt to the participation of the public.

CALL TO ORDER

SPECIAL ORDERS OF THE DAY (5:00 - 5:10 PM)

- 1. Proclamation Recognizing Public Employees and City Service Accomplishments Coinciding With National Public Service Recognition Week: May 7-13, 2023

AGENDA CHANGES, ADDITIONS AND DELETIONS

PUBLIC COMMENT (5:10 PM - 5:30 PM)

COUNCIL MEMBER QUESTIONS, COMMENTS, ANNOUNCEMENTS (5:30 - 5:45 PM)

CONSENT CALENDAR (5:45 - 5:50 PM)

- 2. Approval of Minutes from April 24, 2023 Meeting
- 3. Approval of the Sewer System Management Plan Update 2023 as required by the reissued Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems, Order 2022-0103-DWQ
- 4. Approval of Contract Number C23186907 With Cratus, Inc. in an Amount Not-to-Exceed \$7,707,055 for Sanitary Sewer Replacement Project 31 (WC-19001) on El Camino Real and Page Mill Road; Authorization for the City Manager to Negotiate and Execute Related Change Orders for a Total Not-to-Exceed Amount of \$8,360,555; and Approval of Budget Amendments in the Wastewater Collection Fund; CEQA status: categorically exempt under CEQA Guidelines Sec. 15301 and 15302
- 5. Approval of a Contract Amendment for Time Only with Romig Engineers, Inc. for Geotechnical Services for the Public Safety Building Capital Improvement Program Project (PE-15001); CEQA: Environmental Impact Report for the Public Safety Building and the New California Avenue Area Parking Garage (Resolution No. 9772)
- 6. Adopt an Ordinance and Resolution Continuing the Interim Parklet Program Until March 31, 2024; CEQA status – categorically exempt (Regulations 15301 and 15304)

CITY MANAGER COMMENTS (5:50 - 6:05 PM)

BREAK (6:05-6:20 PM)

ACTION ITEMS

7. Adoption of a Resolution Adopting the 2023-31 Housing Element and Consideration of the Associated California Environmental Quality Act (CEQA) Addendum to the Comprehensive Plan 2017 Final Environmental Impact Report

ADJOURNMENT

INFORMATION REPORTS

8. Independent Police Auditor Special Report on Police Recruitment and Retention
9. Investment Activity Report for the Third Quarter, Fiscal Year 2023

OTHER INFORMATION

[Standing Committee Meetings this week](#)

Finance Committee May 9, 2023 9:00 AM

Policy and Services Committees Meeting May 9, 2023 7:00 PM

[Public Comment Letters](#)

[Schedule of Meetings](#)

PUBLIC COMMENT INSTRUCTIONS

Members of the Public may provide public comments to teleconference meetings via email, teleconference, or by phone.

1. **Written public comments** may be submitted by email to city.council@cityofpaloalto.org.
2. **For in person public comments** please complete a speaker request card located on the table at the entrance to the Council Chambers and deliver it to the Clerk prior to discussion of the item.
3. **Spoken public comments using a computer or smart phone** will be accepted through the teleconference meeting. To address the Council, click on the link below to access a Zoom-based meeting. Please read the following instructions carefully.
 - You may download the Zoom client or connect to the meeting in- browser. If using your browser, make sure you are using a current, up-to-date browser: Chrome 30 , Firefox 27 , Microsoft Edge 12 , Safari 7 . Certain functionality may be disabled in older browsers including Internet Explorer. Or download the Zoom application onto your smart phone from the Apple App Store or Google Play Store and enter in the Meeting ID below.
 - You may be asked to enter an email address and name. We request that you identify yourself by name as this will be visible online and will be used to notify you that it is your turn to speak.
 - When you wish to speak on an Agenda Item, click on “raise hand.” The Clerk will activate and unmute speakers in turn. Speakers will be notified shortly before they are called to speak.
 - When called, please limit your remarks to the time limit allotted. A timer will be shown on the computer to help keep track of your comments.
4. **Spoken public comments using a phone** use the telephone number listed below. When you wish to speak on an agenda item hit *9 on your phone so we know that you wish to speak. You will be asked to provide your first and last name before addressing the Council. You will be advised how long you have to speak. When called please limit your remarks to the agenda item and time limit allotted.

[CLICK HERE TO JOIN](#) Meeting ID: 362-027-238 Phone: 1-669-900-6833

Americans with Disability Act (ADA) It is the policy of the City of Palo Alto to offer its public programs, services and meetings in a manner that is readily accessible to all. Persons with disabilities who require materials in an appropriate alternative format or who require auxiliary aids to access City meetings, programs, or services may contact the City’s ADA Coordinator at (650) 329-2550 (voice) or by emailing ada@cityofpaloalto.org. Requests for assistance or accommodations must be submitted at least 24 hours in advance of the meeting, program, or service.



CITY OF
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ALTO**

City Council Staff Report

Report Type: SPECIAL ORDERS OF THE DAY
Lead Department: Human Resources

Meeting Date: May 8, 2023
Report #:2304-1276

TITLE

Proclamation Recognizing Public Employees and City Service Accomplishments Coinciding With National Public Service Recognition Week: May 7-13, 2023

ATTACHMENTS

Attachment A: Public Service Proclamation

APPROVED BY:

Sandra Blanch



Proclamation

PUBLIC SERVICE RECOGNITION WEEK May 7 - 13, 2023

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and across our nation, public employees take not only jobs, but oaths of office; and

WHEREAS, many public servants risk their lives each day in service to the people of our communities, as well as provide safety inspections and patrols, maintain our infrastructure, operate our public facilities, and provide the diverse services demanded by the American people with integrity and diligence; and

WHEREAS, public servants provide the institutional knowledge, experience, and continuity that supports the long term sustainability of our community assets and organizational history; and

WHEREAS, here in our city, our staff promotes and sustains the superior quality of life in Palo Alto, and in partnership with our community delivers cost-effective services in a personal, responsive, and innovative manner; and

WHEREAS, over the past year alone, our city staff have:

- Provided more than 47,000 police, fire and emergency medical service calls;
- Cleaned and treated 90 miles of sewer lines;
- Repaired 110 gas leaks;
- Checked out over 1 million library items;
- Provided services for a total enrollment of more than 14,000 in classes, camps in arts, sciences recreational and open space programs;
- Maintained 32 parks;
- Issued 2,650 building permits and 1,490 fire permits; and,
- Completed 19,500 building inspections.

And much more, all with the professionalism we know and appreciate, day in and day out.

NOW, THEREFORE, I, Lydia Kou, the Mayor of the City of Palo Alto do hereby proclaim that May 7, 2023 to May 13, 2023, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city – and especially our City of Palo Alto employees.

Presented: May 8, 2023

Lydia Kou
Mayor



CITY OF
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ALTO**

City Council Staff Report

Report Type: CONSENT CALENDAR
Lead Department: City Clerk

Meeting Date: May 8, 2023
Report #:2304-1354

TITLE

Approval of Minutes from April 24, 2023 Meeting

RECOMMENDATION

To review and approve the minutes as presented.

ATTACHMENTS

Attachment A: April 24 Draft Minutes

APPROVED BY:

Lesley Milton



CITY COUNCIL DRAFT ACTION MINUTES

Item 2
Attachment A - April 24,
2023 Draft Action
Minutes

Special Meeting
April 24, 2023

The City Council of the City of Palo Alto met on this date in the Council Chambers and by virtual teleconference at 5:00 P.M.

Present In Person: Burt, Kou, Lauing, Lythcott-Haims, Stone, Tanaka, Veenker

Present Remotely: None

Absent: None

SPECIAL ORDER OF THE DAY

1. Interview for Openings on the Human Relations Commission and Parks and Recreation Commission

ACTION

2. Adoption of a Resolution to Appoint Adriane D. McCoy of Baker Tilly US, LLP as City Auditor

MOTION: Council Member Council Member Veenker moved, seconded by Council Member Lythcott-Haims to adopt Resolution 10103 to appoint Adriane D. McCoy of Baker Tilly US, LLP as city Auditor

MOTION PASSED: 7-0

STUDY SESSION

3. Study Session: Safe Routes to School Annual Report for 2021-2022; CEQA status – not a project. Public Comments, Presentation

AGENDA CHANGES, ADDITIONS AND DELETIONS

DRAFT ACTION MINUTES

PUBLIC COMMENT

CONSENT CALENDAR

MOTION: Council Member Lauing moved, seconded by Council Member Burt to approve Agenda Item Numbers 4 and 5.

4. Adoption of Resolution 10104 of Intent to Not Levy Assessments for the Palo Alto Downtown Business Improvement District (BID) in FY 2024 and Setting a Public Hearing for May 15, 2023; CEQA status – not a project.
5. Approval of Minutes from April 10, 2023 Meeting

MOTION PASSED: 7-0

CITY MANAGER COMMENTS

ACTION ITEMS

6. Review and Adoption of the Council Procedures and Protocols Handbook – Including Changes Directed by Council on January 30 and March 20, 2023 Public Comment

MOTION: Council Member Veenker moved, seconded by Council Member Lauing to adopt the articulated amendments 1 – 5 on the updated Council Procedures and Protocols Handbook including Procedures sections 2.3b(2)C, 3.1, 3.4 and 3.9(b(9) and Protocols Section 1.6d.

MOTION PASSED: 7-0

MOTION: Council Member Burt moved, seconded by Council Member Stone amend the handbook as follows:

In Section 5.1d, update the text to:

Strike “request to speak....to speak on an item” and do: Presiding officer will endeavor to identify in advance the time when public comment cards will no longer be accepted.

Section 5.1c1: strike “typically will” and replace with “may”

MOTION PASSED: 7-0

DRAFT ACTION MINUTES

MOTION: Council Member Veenker moved, seconded by Council Member Lythcott-Haims to Direct staff to:

- 1) amend the Municipal Code that the start time of our regular meetings is 5:30 PM, and
- 2) amend Handbook Section 2.3 (a) to include at least one 15-minute break

MOTION PASSED: 7-0

MOTION: Council Member Burt moved, seconded by Council Member Lauing to Direct staff to:

- 1) Amend the handbook to reflect Study sessions be moved to immediately following general public comments

MOTION PASSED: 7-0

MOTION: Mayor Kou moved, seconded by Vice Mayor Stone to Direct staff to:

- 1) Amend the handbook to reflect the order of the agenda as listed below:

- Call To Order
- Special Order Of The Day
- Closed Session
- Agenda Changes
- General Public Comment
- Council Member Questions, Comments and Announcements
- Study Session
- Consent Agenda
- City Manager Comments
- Action
- Adjournment

MOTION PASSED: 6-1, Tanaka No

MOTION: Council Member Burt moved, seconded by Vice Mayor Stone to approve the balance of the proposed changes to the Procedures and Protocols handbook as presented.

MOTION PASSED: 7-0

DRAFT ACTION MINUTES

COUNCIL MEMBER QUESTIONS, COMMENTS AND ANNOUNCEMENTS

ADJOURNMENT: The meeting was adjourned at 10:58 P.M.

ATTEST:

APPROVED:

City Clerk

Mayor

NOTE: Action minutes are prepared in accordance with Palo Alto Municipal Code (PAMC) 2.04.160(a) and (b). Summary minutes (sense) are prepared in accordance with PAMC Section 2.04.160(c). Beginning in January 2018, in accordance with [Ordinance No. 5423](#), the City Council found action minutes and the video/audio recordings of Council proceedings to be the official records of both Council and committee proceedings. These recordings are available on the City's website.



CITY COUNCIL STAFF REPORT

From: City Manager

Report Type: CONSENT CALENDAR

Lead Department: Utilities

Meeting Date: May 8, 2023

Staff Report: 2301-0789

TITLE

Approval of the Sewer System Management Plan Update 2023 as required by the reissued Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems, Order 2022-0103-DWQ

RECOMMENDATION

Staff recommends that Council approve the revised Sanitary Sewer Management Plan (SSMP)¹, as required by the reissued Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems, Order 2022-0103-DWQ.

EXECUTIVE SUMMARY

The City's current SSMP was certified by Council per the State of California Water Resources Control Board's (SWRCB's) requirements on November 5, 2018². On December 6, 2022, the SWRCB adopted Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems, Order 2022-0103-DWQ (2022 General Order³) affecting wastewater collection system management. The 2022 General Order requires the City of Palo Alto to update its SSMP to incorporate certain additional requirements of the 2022 General Order by June 5, 2023. Remaining requirements of the 2022 General Order must be included in the SSMP and adopted by Council prior to August 2, 2025.

BACKGROUND

The 2022 General Order applies to all California municipalities that own and/or operate a sanitary sewer system greater than one (1) mile in length. The 2022 General Order supersedes previous

¹ Sanitary Sewer Management Plan <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/attachments/05-08-2023-id2301-0789-2023-ssmp.pdf>

² 2018 Sanitary Sewer Management Plan <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/attachments/05-08-2023-id2301-0789-2018-ssmp.pdf>

³ Order 2022-01-03DWQ (2022 General Order) https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2022/wqo_2022-0103-dwq.pdf

General Orders, including the 2006 Order No. 2006-0003-DWQ and the Amending Monitoring and Reporting Program WQ 2013-0058-Exec. To decrease the impacts on human health and the environment caused by sewage spills, the previous General Order required enrollees to develop a rehabilitation and replacement plan that identified system deficiencies and prioritized short-term and long-term rehabilitation actions. The previous General Order also required enrollees to:

1. Maintain information that can be used to establish and prioritize appropriate Sewer System Management Plan activities; and
2. Implement a proactive approach to reduce spills.

The previous General Order also required SSMP elements to document these requirements for “the proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management.” The 2022 General Order continues and expands on the requirements of the previous General Order, including the requirement to prepare, certify, and implement an SSMP.

Under the 2022 General Order, two (2) requirements must be completed prior to the June 5, 2023. First, the Legally Responsible Official must be designated on the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database and certify continuation of existing regulatory coverage under the 2022 General Order. Certification of existing regulatory coverage will be made available on the CIWQS website beginning April 5, 2023. Second, the Spill Emergency Response Plan (SERP) element of the SSMP must be updated and implemented. City Staff has prepared an updated SSMP that meets the requirements of the 2022 General Order. After adoption by the City Council, the updated SSMP will be uploaded to CIWQS prior to the June 5, 2023 deadline.

ANALYSIS

The SSMP is a planning document that describes the City’s wastewater collection system management activities and procedures. The 2022 General Order has updated the required 11 elements of the SSMP. The structure of the SSMP required by the 2022 General Order is largely unchanged, as shown below in the table below.

2006 General Order Elements	2022 General Order Elements
1. Goal	1. Sewer System Management Plan Goal and Introduction
2. Organization	2. Organization
3. Legal Authority	3. Legal Authority
4. Operations and Maintenance Program	4. Operations and Maintenance Program
5. Design and Performance Goals	5. Design and Performance Provisions
6. Overflow Emergency Response Plan (OERP)	6. Spill Emergency Response Plan (SERP)

2006 General Order Elements	2022 General Order Elements
7. Fats, Oils, and Grease (FOG) Control Program	7. Sewer Pipe Blockage Control Program
8. System Evaluation and Capacity Assurance Plan	8. System Evaluation, Capacity Assurance, and Capital Improvements
9. Monitoring, Measurement, and Program Modifications	9. Monitoring, Measurement, and Program Modifications
10. Sewer System Management Plan (SSMP) Program Audits	10. Internal Audits
11. Communication Program	11. Communication Program

The specific requirements for each element of the SSMP are listed in the 2022 General Order. Many of the updated requirements must be incorporated into the SSMP by August 2, 2025. However, all changes related to Element 6 - "Spill Emergency Response Plan" (SERP) must be completed prior to June 5, 2023.

2022 General Order Element 6 includes significant changes to notification, monitoring, reporting, and recordkeeping requirements of individual spills. Individual spills are defined as Category 1, 2, 3, or 4. Category 4 is a newly defined sanitary sewer overflow (SSO). The SSO categories have been redefined in the 2022 General Order and are shown in the table below.

Amended 2013 General Order	Newly Adopted 2022 General Order
Category 1: discharges of untreated or partially treated wastewater of any volume that reach surface water or municipal separate storm sewer system and are not fully captured or returned to the sanitary sewer system or not otherwise captured and disposed of properly	Category 1: a spill of any volume of sewage from or caused by a sanitary sewer system that results in a discharge to: a) surface water b) a drainage conveyance system that discharges to surface water when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly
Category 2: discharges of untreated or partially treated wastewater of 1,000 gallons or greater that do not reach surface water	Category 2: a spill of 1,000 gallons or greater that does not discharge to a surface water
Category 3: all other discharges of untreated or partially treated wastewater	Category 3: a spill of equal to or greater than 50 gallons and less than 1,000 gallons that does not discharge to a surface water
Category 4 was not defined.	Category 4: a spill of less than 50 gallons that does not discharge to a surface water

Procedures on how to contain and clean up an SSO remain unchanged in the SERP, however additional procedures have been added to meet the new notification requirements to potentially affected entities when an SSO reaches a water of the State as well as SSO-specific monitoring and

reporting requirements. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Detailed instructions on water quality sampling analysis have also been included in the SERP and are to be implemented if an SSO reaches surface water. The City’s 2023 SSMP update includes some significant formatting changes, a new Element 6, and other minor changes in the rest of the elements. These changes are recorded in Appendix N of the 2023 SSMP.

The 2022 General Order further requires internal audits of the SERP annually and the SSMP every three years and updates as needed. The City’s Utilities Department will complete the required audits, update the SERP and SSMP, and implement identified changes based on the audit findings. The entire SSMP will be recertified by City Council every six (6) years as required by the 2022 General Order. Once certified by City Council, the Legally Responsible Official will upload and certify the SSMP in the online CIWQS Sanitary Sewer System Database.

FISCAL/RESOURCE IMPACT

There are no immediate fiscal or resource impacts due to adoptions of this update to the SSMP. Potential long-term impacts include additional, unquantifiable increases in operational and capital costs to comply with increasingly stringent regulatory requirements.

ENVIRONMENTAL REVIEW

Council’s adoption of the updated 2023 SSMP does not meet the definition of a project under the California Environmental Quality Act’s Regulations, 14 CCR Section 15378(b)(5), as an organization or administrative activity of government that will not result in direct or indirect physical changes in the environment, thus environmental review is not required.

ATTACHMENTS:

Attachment A: 2023 Sanitary Sewer Management Plan

APPROVED BY:

Dean Batchelor, Director Utilities
Staff: Venessa Fujii, WGW Project Coordinator



2023 Sewer System Management Plan

CITY OF PALO ALTO, CALIFORNIA

2023 Sewer System Management Plan

© City of Palo Alto
3201 East Bayshore Road
Palo Alto, CA 94303
Phone 650.496.6982

Prepared by:
Venessa Fujii, Utilities Project Coordinator

Reviewed by:
Matt Zucca, Assistant Director WGW
Anthony Meneses, Manager, WGW Operations
Robert Bishop, Acting Utilities Supervisor, Wastewater

Approved by Council:

Introduction

System Overview

The Sewer System Management Plan (SSMP) is a living planning document that includes the City of Palo Alto’s wastewater program activities, procedures, and decision making. The State Water Resources Control Board (SWRCB) Division of Water Quality has issued statewide waste discharge requirements for sanitary sewer systems, which include requirements for the development of an SSMP. State Water Resources Control Board Order No. WQ 2022-0103-DWQ Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems. State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. State Water Resources Control Board Order No. WQ 2013-0058-EXEC, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. NPDES Permit No. CA0037834 Incorporates the requirements to comply with the SSO WDR by reference in the treatment plant to operate Order No. R2-2014-0024 that regulates the Palo Alto Regional Water Quality Control Plan and City of Palo Alto’s wastewater collection system.

Documentation Organization

This SSMP has been prepared by The City of Palo Alto’s Utilities Department – Wastewater Operations, Engineering, and Public Works – Environmental Services Staff in compliance with the SWRCB. Quoted language taken from the SSO WDR will be boxed at the beginning of each element. The SSO WDR uses the term “Enrollee” to mean each individual municipal wastewater agency that has completed and submitted the required application for coverage under the WDR (in this case, the Enrollee is the City of Palo Alto). The City of Palo Alto’s waste discharger identification number (WDID) in the California Integrated Water Quality System (CIWQS) is 2SSO10164.

The City of Palo Alto’s SSMP contains 11 elements and is designed to meet the SSO WDR requirements and the City’s Treatment Plant NPDES Permit. The structure of this document follows the section numbering and nomenclature specified in the SSO WDR.

SSMP Elements

This SSMP includes 11 elements that are listed below. Each element forms a section of this document.

1. Sewer System Management Plan Goal and Introduction
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Spill Emergency Response Plan
7. Sewer Pipe Blockage Control Program
8. System Evaluation, Capacity Assurance and Capital Improvements
9. Monitoring, Measurement and Program Modifications
10. Internal Audits
11. Communication Program

Element 1: Sewer System Management Plan Goal and Introduction

Statewide Waste Discharge Requirements

The goal of the Sewer System Management Plan (Plan) is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee’s sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur. The Plan must include a narrative Introduction section that discusses the following items:

1.1. Regulatory Context

The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.

1.2. Sewer System Management Plan Update Schedule

The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.

1.3. Sewer System Asset Overview

The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:

- Location, including county(ies);
- Service area boundary;
- Population and community served;
- System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;
- Structures diverting stormwater to the sewer system;
- Data management systems;
- Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;
- Estimated number or percent of residential, commercial, and industrial service connections; and
- Unique service boundary conditions and challenge(s).

Additionally, the Plan Introduction section must provide reference to the Enrollee’s up to-date map of its sanitary sewer system, as required in section 4.1. (Updated Map of Sanitary Sewer System) of this Attachment.

City of Palo Alto SSMP Goals:

- Repair, rehabilitate, replace, and upgrade system components as needed;
- Properly manage, operate and maintain the wastewater collection system;
- Cost effectively minimize I/I and provide sufficient system capacity;
- Eliminate all preventable overflows in dry and wet weather;
- Maintain an effective spill response that reduces overflow impact to public health & the environment;
- Analysis and evaluation of historical spills to provide recommendations to reduce future risk;
- Identify system blockages due to fats, oil, and grease (FOG) and develop strategies to decrease backups; and
- Provide regular training for City of Palo Alto Utility Staff and Contractors in wastewater collection system maintenance, operations, and emergency response.

1.1 Regulatory Context

The City of Palo Alto has adopted a SSMP in accordance with the SWRCB statewide waste discharge requirements. The first SSMP to be adopted by City Council was in July 2009. Since the first adoption of the SSMP, the plan has been audited and updated to remain compliant with the SWRCB’s regulations. Under the reissued General Order, 2022-0103-DWQ, the SSMP must be updated within every six (6) years after the required due date of its last plan update.

1.2 Sewer System Management Plan Update Schedule

The SWRCB has created an online look up tool to show each System’s SSMP audit and update due dates. https://www.waterboards.ca.gov/water_issues/programs/sso/lookup/

The City’s SSMP update schedule is shown in the **Table 1** below and follows the required plan update pattern of every six (6) years.

Table 1: SSMP Audit Due Dates

8/2/2025	8/2/2031	8/2/2037	8/2/2043
8/2/2049	8/2/2055	8/2/2061	8/2/2067
8/2/2073	8/2/2079	8/2/2085	8/2/2091

1.3 Sewer System Asset Overview

The City of Palo Alto’s sanitary sewer system serves a population of 67,937 residents in a 26 square mile service area within Santa Clara County. The City owns and operates 206 miles of gravity wastewater collection system pipeline that ranges from 4 to 72 inches in diameter, 3,460 manholes, 80 lamp-holes, 900 feet of 10-inch diameter force main, and 1 wastewater lift station. Of the total piping system, 12% (25.8 miles) are located in easements. The City also owns and maintains the lower portion of 17,739 service laterals. The upper portion of the service lateral from the cleanout or property line to the building and the entire portion of the service lateral connected to the main pipeline located in easements are owned and maintained by the individual private property owners. Maintenance of and responsibility for upper laterals can be found in **Appendix G** or Rules and Regulations 23, Section C at the City of Palo Alto Utilities Website: <http://www.cityofpaloalto.org/civicax/filebank/documents/8211>

Wastewater is treated at the Regional Water Quality Control Plant (RWQCP) that is operated by the City of Palo Alto in partnership with the City of Mountain View, City of Los Altos, East Palo Alto Sanitary District, Town of Los Altos Hills, and Stanford University. In addition to the City of Palo Alto’s collection system, wastewater is conveyed to the RWQCP from several wastewater collection systems operated by and serving the Cities of Los Altos and Mountain View, the Town of Los Altos Hills, the East Palo Alto Sanitary District. Each of the municipalities, districts, and unincorporated areas of Stanford University campus are obligated by agreement or contract to operate, maintain, and improve its wastewater collection system to ensure there are no adverse impacts to the RWQCP.

Table 2: Inventory of Mains by Diameter

Pipe Diameter (IN)	Length (LF)	Number of Segments
4"	2,352	28
4.9"	8,625	29
5.4"	39,210	130
6"	332,754	1,252
6.6"	19,464	60
7.6"	9,728	34
8"	396,690	1,300
10"	70,554	252
12"	54,960	186
14"	6,515	24
15"	51,438	176
16"	6,034	20
18"	28,359	107
21"	13,920	48
24"	10,918	41
26"	570	2
27"	24,767	72
30"	15,325	35
33"	5,809	16
36"	15,327	39
39"	5,566	13
42"	7,545	24
54"	2,180	1
60"	536	1
72	8,450	12
Unknown	4,157	29
Total	1,141,753 (216.25 Miles)	3,931

Table 3: Inventory of Mains by Age

Sewer Construction Dates	Feet	Miles
Sewer Constructed 2000 to Current	230,725	43.70
Sewer Constructed 1980 to 1999	88,844	16.83
Sewer Constructed 1960 to 1979	11,542	2.19
Sewer Constructed 1940 to 1959	38,225	7.24
Sewer Constructed 1920 to 1939	4,456	.84
Sewer Constructed 1900 to 1919	Unknown	Unknown
Sewer Constructed Before 1900	Unknown	Unknown
Unknown	767,962	145.45

Table 4: Inventory of Mains by Material

Material	Feet	Miles
ABS	116	.02
ACP	5,095	.96
CIP	530	.10
CIPP	19,406	3.68
DIP	136	.03
PCP	12,283	2.33
PE	301,138	57.03
PVC	42,331	8.02
RCP	29,746	5.63
Steel	248	.05
VCP	284,426	53.87
Unknown	446,659	84.59

Table 5: Inventory of Lower Laterals

Agency	Number of Laterals
City of Palo Alto	18093

Table 6: Inventory of City Owned Lower Laterals by Material

Material	Feet	Miles
ABS	55,426	10.50
ACP	11,794	2.23
CIP	1,643	.31
DIP	16	.00
PE	115,712	21.92
PVC	17,895	3.39
Steel	114	.02
VCP	30,091	5.70
Unknown	17,637	3.34

Data Management Systems

The City is currently in contract with Sedaru, which is owned by Aquatic Informatics, as their enterprise asset management software. The Sedaru program can be used out in the field using tablets or in the office using a desktop computer. WGW Operations and Engineering team are working with the Sedaru to continue improving the software system.

Element 2: Organization

Statewide Waste Discharge Requirements

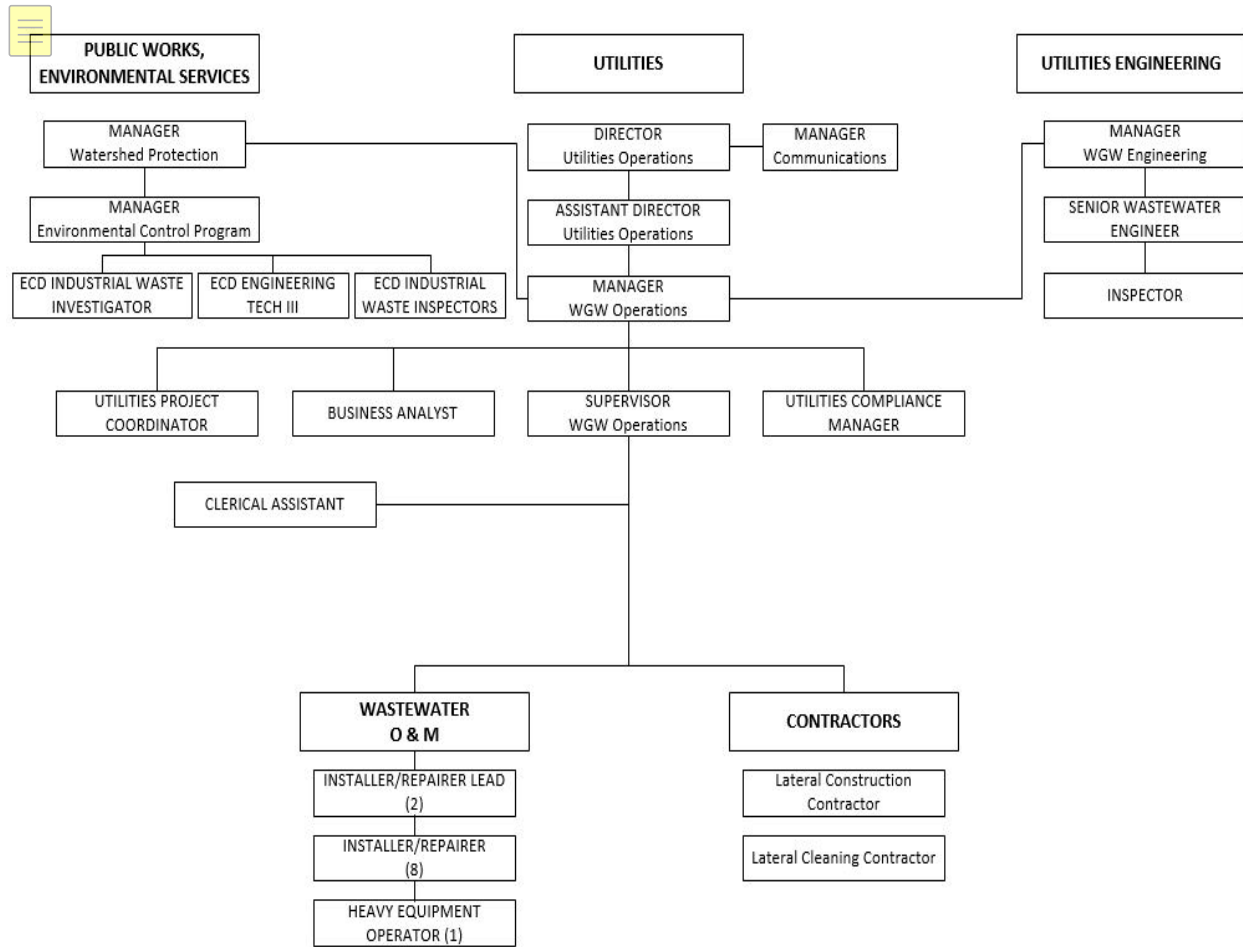
The Plan must identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:

- The name of the Legally Responsible Official as required in section 5.1. (Designation of a Legally Responsible Official) of this General Order;
- The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan elements;
- Organizational lines of authority; and
- Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county health officer, county environmental health agency, and State Office of Emergency Services.)

2.1 Organizational Structure

An organizational chart for Water Gas Wastewater Operations (WGW) is shown in **Figure 1**. This organization shows the lines of authority for administrative and field staff who are involved with implementing the SSMP.

Figure 1: Organizational Chart



Position Descriptions

Brief descriptions of the staff positions included on the organizational chart.

Utilities Director

Oversees the overall program, communicates with City Manager, provides reports to the City Council and designates Legally Responsible Official (LRO) to certify spill reports.

Assistant Director, WGW Operations and Engineering

Oversees the program and communicates with the media. This classification can be designated as an LRO.

Manager, Utilities Compliance

Supports the collection systems program through evaluation of service reliability inspections related to collection system programs. Provides support and assistance with regulatory and environmental compliance.

Manager, Utilities Communications

Disseminates urgent and pertinent information to the public in a timely manner.

Manager, WGW Operations

Manages five WGW Operations Supervisors. Has the appropriate knowledge and expertise of the City's wastewater infrastructure to make decisions. This classification can be designated as an LRO.

Utilities Supervisor, Wastewater Operations

Manages field operations and maintenance activities for the sanitary sewer collection system, provides relevant information to agency management, prepares, and implements contingency plans, leads emergency response, investigates, and reports spills, and trains field staff. This position has an account with the State Water Board online spill database and submits spill data that is ultimately reviewed and certified by the LRO. The State designates these persons as Data Submitter.

Business Analyst

Assist in wastewater collection system data analysis and report generation. The State designates these persons as Data Submitters.

Installer/Repairer Lead

Leads crews in the performance of routine maintenance and inspection. Oversees and participates in the installation and repair projects of Wastewater Operations. Responds to after hour spills if part of Standby Operations. Referred to as a Wastewater Operator in the SSMP.

Installer/Repairer

Under direction of Wastewater Supervisor, performs routine maintenance and inspection. Participates in the installation and repair projects of Wastewater Operations. Also responds to after hours spills if part of the Standby Operations Team. Referred to as the Wastewater Operator in the SSMP.

Manager, WGW Engineering

Establishes policy, plans strategy, reviews the SSMP engineering related information, leads engineering staff, allocates resources, delegates responsibility, and authorizes outside contractors to perform services for rehabilitation and new construction of wastewater improvements.

Senior Wastewater Engineer

Manages and administers the Capital Improvement Program (CIP).

Utilities Project Coordinator

This position has an account with the State Water Board online CIWQS database and submits spill data that is ultimately reviewed and certified by the LRO. This position is a Data Submitter for the City.

Inspector

Conducts inspections of construction projects including contract and CIP projects. Ensures that new and rehabilitated assets meet agency standards.

Manager, Watershed Protection

Manages the development, implementation and administration of various environmental compliance and water pollution prevention programs for the Regional Water Quality Control Plant. Maintains and updates the City's Sewer Use Ordinance.

Manager, Environmental Control Program

Administers the City's Fats, Oils and Grease (FOG), Industrial Waste, and Storm Water Programs.

Environmental Compliance Division (ECD) Industrial Waste Investigator

Conducts inspections and industrial, commercial, and food service facilities.

Environmental Compliance Division (ECD) Industrial Waste Inspector, Storm Water

Investigates the illegal discharge of wastewater to the storm drains.

Environmental Compliance Division (ECD) Industrial Waste Inspector, Sampling

Collects samples and inspects discharge locations including creeks and grease removal devices.

Environmental Compliance Division (ECD) Engineering Tech III

Inspects food service facilities

2.2 Responsibility for SSMP Management, Administration, and Maintenance

The City’s Utilities Director has the ultimate responsibility for management, administration, and maintenance of all elements of the City’s SSMP. The responsibility for day-to-day implementation and maintenance of each of the City’s SSMP Elements has been delegated to City Staff. **Table 7** lists the City Staff involved with developing, implementing, and maintaining the City’s SSMP, along with their job titles and contact information.

Table 7: List of City Staff Responsible for the SSMP

SSMP Element	Responsible City Official	Phone	e-Mail
Element 1 Sewer System Management Plan Goal and Introduction	Dean Batchelor, Utilities Director	(650)496-6981	Dean.Batchelor@cityofpaloalto.org
Element 2 Organization	Anthony Meneses, WGW Operations Manger	(650)496-6907	Anthony.Meneses@cityofpaloalto.org
Element 3 Legal Authority	Pam Boyle Rodriguez, Manager Environmental Control Program Watershed Protection	(650)329-2421	Pamela.BoyleRodriguez@cityofpaloalto.org
Element 4 Operation and Maintenance Program	Robert Bishop, Interim Supervisor WGW Operations	(650)329-2218	Robert.Bishop@cityofpaloalto.org
Element 5 Design and Performance Provisions	Silvia Santos, Manager WGW Engineering	(650)566-4520	Silvia.Santos@cityofpaloalto.org
Element 6 Spill Emergency Response Plan	Robert Bishop, Interim Supervisor WGW Operations	(650)496-6917	Robert.Bishop@cityofpaloalto.org
Element 7 Sewer Pipe Blockage Control Program	Pam Boyle Rodriguez, Manager Environmental Control Program Watershed Protection	(650)329-2421	Pamela.BoyleRodriguez@cityofpaloalto.org
Element 8 System Evaluation, Capacity Assurance and Capital Improvements	Silvia Santos, Manager WGW Engineering	(650)566-4520	Silvia.Santos@cityofpaloalto.org

Element 9 Monitoring, Measurement and Program Modifications	Anthony Meneses, Manager WGW Operations	(650)496-6932	Anthony.Meneses@cityofpaloalto.org
Element 10 Internal Audits	Anthony Meneses, Manager WGW Operations	(650)496-6932	Anthony.Meneses@cityofpaloalto.org
Element 11 Communications Program	Catherine Elvert, Manager Utilities Communications	(650)329-2417	Catherine.Elvert@cityofpaloalto.org

2.3 Legally Responsible Official

Under Resolution No. 9380, the City Council has adopted the following City employee classifications as potential Legally Responsible Officials (LROs):

- Assistant Director of Utilities
- Water Gas Wastewater Operations Manager
- Utilities Compliance Manager
- Wastewater Collections Supervisor

Out of these potential employee classifications, only the Assistant Director of Utilities and Water Gas Wastewater Operations Manager maintain the qualifications that are stipulated in the reissued General Order. Per Section 5.1 of the Order 2022-0103-DWQ, the LRO must have responsibility over the entire sanitary sewer system and have the authority to make decisions governing operations of the sewer system, including explicit or implicit duty of making capital improvement recommendations.

Furthermore, the LRO must have or be in direct authority over individuals that:

1. Possess a recognized degree or certificate related to operations and maintenance of the sewer system, and/or
2. Have professional training and experience related to the management of sanitary sewer systems, demonstrated through extensive knowledge, training and experience.

In consideration of the above criteria, the City of Palo Alto has designated Matt Zucca, Water Gas Wastewater Operations and Engineering Assistant Director, and Anthony Meneses, WGW Operations Manager, as the Legally Responsible Official.

2.4 Chain-of-Communication for Reporting and Responding to Spills

In response to a spill event, City of Palo Alto Utilities also known as Water, Gas, Wastewater Operations implements its Spill Emergency Response Plan, discussed in detail in Element 6. The Spill Emergency Response Plan provides direction for the immediate verbal and written notification of City Staff and California Office of Emergency Service (Cal OES).

All spill-related calls from the Public and City Staff are routed to the City’s 24-hour Dispatch Center for proper documentation and tracking. The Dispatch Center is responsible for routing the spill calls to Wastewater Operations - Emergency Response Team (ERT) during regular business hours and to the Standby Operations - Emergency Response Team after hours.

Wastewater Operations

ERT consists of Installer/Repairers (I/R). During regular business hours, the ERT arrives on site and assesses the situation. If the event is a Category 1 or 2 Spill, ERT will call the Utilities Supervisor as soon as possible while containing the spill, relieving the blockage/stoppage, and documenting the event. Category 3 and 4 Spills will have the same procedure stated above except notification to the Utilities Supervisor is not necessary. The ERT is responsible for communicating the details of the event to Management, ensuring all necessary paperwork is completed in full.

Standby Operations

ERT consists of a team of 3 which includes 2 Installer/Repairers who are designated as Primary Responder, Secondary Responder, and a Heavy Equipment Operator (HEO) in case of major repairs. Standby Operations ERT is an after-hours operation and uses the same process as the Wastewater Operations ERT.

The Dispatch Center records communications between the callers, the responders and any other supporting team that is being dispatched to the spill scene. Important phone numbers for City Staff involved in spill response are shown on **Table 8**.

Table 8: Phone Numbers for Spill Response

Responsible Party	Name	Phone Number
24hr Dispatch Center	Utilities Emergency Dispatch	(650) 329-2579
Police Department	24-Hour Non-Emergency Police Dispatch	(650) 329-2413
Emergency/Crossbore/Radio Call Sign 413	I/R Class, Emergency Response normal working hours	(650)213-2633
Primary ERT	I/R Class, Standby Operations after hours	(650)444-6198
Secondary ERT	I/R Class, Standby Operations after hours	(650)444-5290
WGW Operations Office	Administrative Staff	(650) 496-6982
Utilities Supervisor (Interim Wastewater Operations)	Robert Bishop	(650) 329-2218
Legally Responsible Official(s)	Anthony Meneses Matt Zucca	(650)496-6907 (650) 329-2639
Data Submitters	Venessa Fujii	(650) 496-6994

Element 3: Legal Authority

Statewide Waste Discharge Requirements

The Plan must include copies or an electronic link to the Enrollee’s current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:

- Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;
- Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;
- Require that sewer system components and connections be properly designed and constructed;
- Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;
- Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and
- Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

3.1 Legal Authority

The Palo Alto City Council has the power to enact ordinances and other legally binding instruments to regulate usage and prevent discharges to the sewer, including but not limited to fats, oils, grease, and debris that may cause blockages. The City has approved and adopted the Sewer Use Ordinance (Palo Alto Municipal Code (PAMC), Title 16, Chapter 16.09 Appendix H), the Utilities Rules and Regulations (Appendix G) and the Utility Standards (Appendix I) to govern the collection, maintenance, and construction of the wastewater facilities within the City. In addition, the City has entered into several agreements with its partner agencies to the RWQCP that obligates those agencies to comply with both City requirements and the WDR and NPDES permit.

The specific purpose of the City’s Sewer use Ordinance is to prevent the discharge of any pollutant into the sewer system, the storm drain system, or surface waters, which would:

1. Obstruct or damage the collection system;
2. Interfere with, inhibit or disrupt the Palo Alto Regional Water Quality Control plant or its treatment processes;
3. Pass through the treatment system and contribute to violations of the regulatory requirements placed upon the plant;
4. Result in or threaten harm to or deterioration of human health or the environment.

The Utilities Rules and Regulations, approved and adopted by resolution of the City of Palo Alto City Council, govern the business operation of the City’s utilities, including access, maintenance, and inspection of City-owned laterals.

The Utility Standards govern the requirements for proper design, construction, and maintenance of water, gas, and wastewater utility facilities and connections within the City of Palo Alto. Element 5 contains

greater detail regarding the Utility Standards governing the design and construction of sanitary sewer systems.

Enforcement provisions are found in Palo Alto Municipal Code (PAMC). Violations of the PAMC can be addressed through criminal, judicial, administrative, and/or injunctive action. The City may assess monetary fines as well.

3.2 Sewer Use Ordinance

Table 9 contains a summary of pertinent Sewer Use Ordinance provisions relevant to SSMP implementation. Note that this summary is provided for convenience only; users should consult with the Utilities Compliance Manager or the City Clerk’s Office to confirm that they are using the most recent version of the City’s Sewer Use Ordinance.

https://codelibrary.amlegal.com/codes/paloalto/latest/paloalto_ca/0-0-0-71241

Table 9: Palo Alto Municipal Code Provisions Relevant to SSMP

Provision	Palo Alto Municipal Code Reference
Purpose and applicability	16.09.005
Limitations of point of discharge	16.09.030
Prohibitions	16.09.035
Standards	16.09.040
Grease disposal prohibited	16.09.050
Unpolluted water	16.09.055
Food service establishments	16.09.075
Industrial waste discharge permit	16.09.080
Requirements for construction operations	16.09.170
Root and pest control chemicals	16.09.210
Enforcement – Warning	16.09.240
Enforcement – Notice of noncompliance	16.09.245
Enforcement – Administrative compliance order	16.09.250
Enforcement – Criminal penalties	16.09.255
Enforcement – Administrative citation	16.09.260
Enforcement – Administrative civil penalties	16.09.265
Enforcement – Judicial civil penalties	16.09.270
Damage to facilities	16.09.275
City right to terminate discharge	16.09.280

3.3 Utilities Rules and Regulations

Table 10 contains a summary of pertinent Utilities Rules and Regulations relevant to SSMP implementation. See **Appendix G** or check the link below for the most recent versions of the Utilities Rules and Regulations.

Table 10: Utilities Rules and Regulations Relevant to SSMP

Rule/Regulation	Reference
Adoption of Rules	RR01
Definitions and Abbreviations	RR02
Description of Utility Service	RR03
Application for Service	RR04
Access to Premises	RR08
Disconnection, Restoration & Termination of Service	RR09
Billing, Adjustment & Payment of Bills	RR11
Line Extensions	RR16
Utility Service Connections & Facilities on Customers' Premises	RR18
Special Wastewater Utility Regulations	RR23

3.4 Agreements with Other Agencies

The Regional Water Quality Control Plant administers and manages an agreement with each of the partner agencies: City of Mountain View, City of Los Altos, East Palo Alto Sanitary District, Town of Los Altos Hills and Stanford University. Provisions in the Partners Agreement, **Appendix M**, requires that the agencies adopt companion ordinances and regulations to assure no upset or damaging conditions will affect the RWQCP in the partner wastewater discharges. The City and partner agencies meet and discuss various issues on a regular basis. Each partner agency is responsible for its own collection operations maintenance and regulatory compliance.

Element 4: Operation and Maintenance Program

Statewide Waste Discharge Requirements

The Plan must include the items listed below that are appropriate and applicable to the Enrollee's system.

4.1. Updated Map of Sanitary Sewer System

An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.

4.2. Preventive Operation and Maintenance Activities

A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors. The scheduling system must include:

- Inspection and maintenance activities,
- Higher-frequency inspections and maintenance of known problem areas,
- Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes. The data collection system must document data from system inspection and maintenance activities.

The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure.

4.3. Training In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:

- The requirements of this General Order;
- The Enrollee's Spill Emergency Response Plan procedures and practice drills;
- Skilled estimation of spill volume for field operators; and
- Electronic CIWQS reporting procedures for staff submitting data.

4.4. Equipment Inventory

An inventory of sewer system equipment, including the identification of critical replacement and spare parts.

4.1 Sanitary Sewer System Mapping

The City of Palo Alto uses Geographic Information System (GIS) technology to create, maintain, and manage maps and data sets associated with its wastewater collection system facilities, storm drainage facilities, and force mains. Location, pipe, and manhole inventory data including length, diameter, material, rim/invert elevations, street address, and other information are maintained.

4.1.1 Mapping

Since 1995, the WGW Engineering staff has maintained and utilized the City's GIS system for the Wastewater Collection System. Wastewater Collection System Map Books are in all service vehicles assigned to Wastewater Operations, Offices, and in the WGW Operations center. Wastewater Collection

System Map Books are in the form of a 200-scale map book, which are in sizes of 11"x17" and 24"x16" with a green front cover.

Updates to Existing Drawings

Corrections are made to maps in the GIS system by WGW Engineering when requested by Wastewater Operations. Proposed corrections identified by Wastewater Operations are delivered by electronic service orders to the WGW Engineering staff as field staff discovers corrections. Engineering staff makes map revisions weekly based on these orders. Map books are provided to Wastewater Operations by WGW Engineering every 18 months to 2 years. Interim changes on individual pages can be printed from GIS and given to personnel prior to the distribution of map books.

Storm Drains

Storm drains are also shown on GIS and can be viewed by Wastewater Operations. The City's Public Works Engineering staff is responsible for maintaining the storm drain map. The Storm Drain System GIS is equipped with a tool called "FLO" that can electronically trace the location of any overflow from the source to downstream locations, including storm drains, lift station, or creeks. In addition to the GIS map, a Map Book of the City's Storm Drain System Map is kept in the WGW Operations Center and all service vehicles assigned to Wastewater Operation. The system map can be used to determine the routing of spills, to potentially block storm drains and contain the volume of overflows before they reach waters.

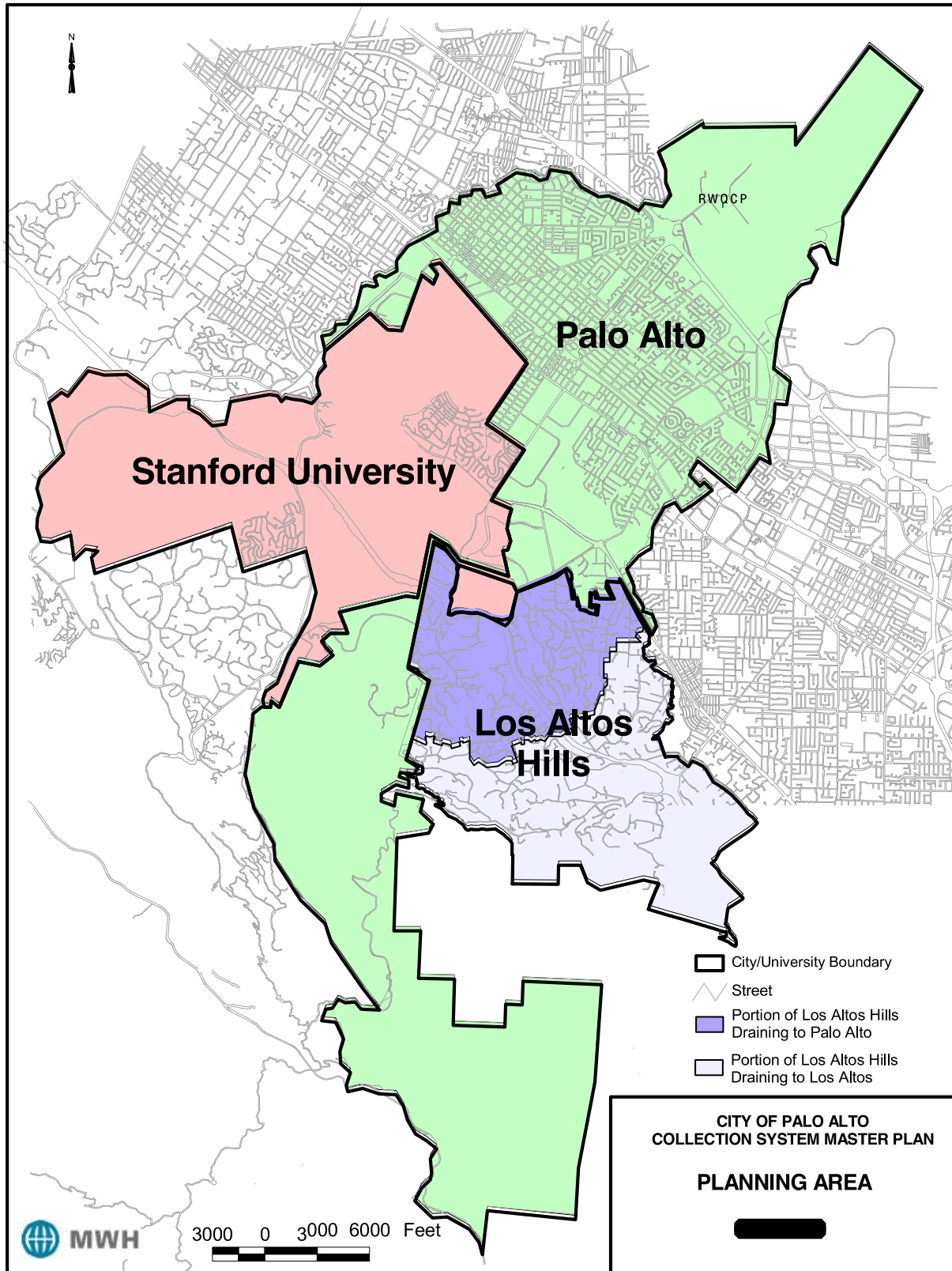
4.1.2 New Improvement Plan Drawings

Upon acceptance by the City Council of all new and dedicated infrastructure, record drawings are prepared by WGW Engineering for inclusion in the GIS and sewer maps. A copy of record drawings are scanned for map updates, catalogued, and inserted into the GIS system upon installation of newly constructed and dedicated sewer mains, storm drains, and associated facilities. Drawings are submitted in both hard copy and electronic format. A scanned copy of record drawings from contractors and developers is provided to the Wastewater Operations so they have a record of improvements and facilities on hand prior to the publication and receipt of updated system maps. The hardcopies of records are maintained in the WGW Operations Center. As part of each rehabilitation and replacement project, contractors provide GPS data for sewer collection facilities like cleanouts, lateral connection locations, and manholes. Engineering uses this information in its updates of the GIS and wastewater collection system facilities.

4.2 Preventative Maintenance

The City's wastewater collection system Operation and Maintenance (O&M) Program includes proactive, preventive, and corrective maintenance of gravity sewers, and regular inspection and preventive maintenance of the lift station and force main. **Figure 2** provides a map of the City's Wastewater Collection System service area including the Partner Agency service areas.

Figure 2: Sewer System Service Area



4.2.1 Staffing

The City has twelve O&M employee positions dedicated to Wastewater Operations. The 12 O&M employees consist of the following budgeted positions:

- 1 Utilities Supervisor (Wastewater Operations)
- 2 Installer/Repairer Leads (I/R Leads)
- 8 Installer/Repairers (I/R)
- 1 Heavy Equipment Operator (HEO)

Other Wastewater Operation staff that support O&M include the Assistant Director, WGW Operations Manager, Utilities Project Coordinator, Business Analyst, Utilities Communications Manager, and a Program Assistant.

4.2.2 Preventative Maintenance for Gravity Sewer Mains

The City is committed to proactively cleaning its entire collection system on a frequency of at least every 36 months except for trunk lines (lines greater than 15 inches) and certain lines located in easements. **Table 11** shows the cleaning frequencies for the various categories of lines. Pipes with historical maintenance issues like heavy FOG deposition, “hotspot” or high frequency lines, are cleaned on a preventive maintenance schedule every 3 or 6 months. The City collects and analyzes maintenance and other condition assessment data during its proactive and preventive cleaning of lines. The cleaning frequency of hotspot lines may vary and be increased seasonally, during holiday periods for example, and in areas with heavy FOG deposits. In the future, the frequency of sewer cleaning may be adjusted to optimize efforts based on cleaning results measured by the observed results and condition assessment by CCTV.

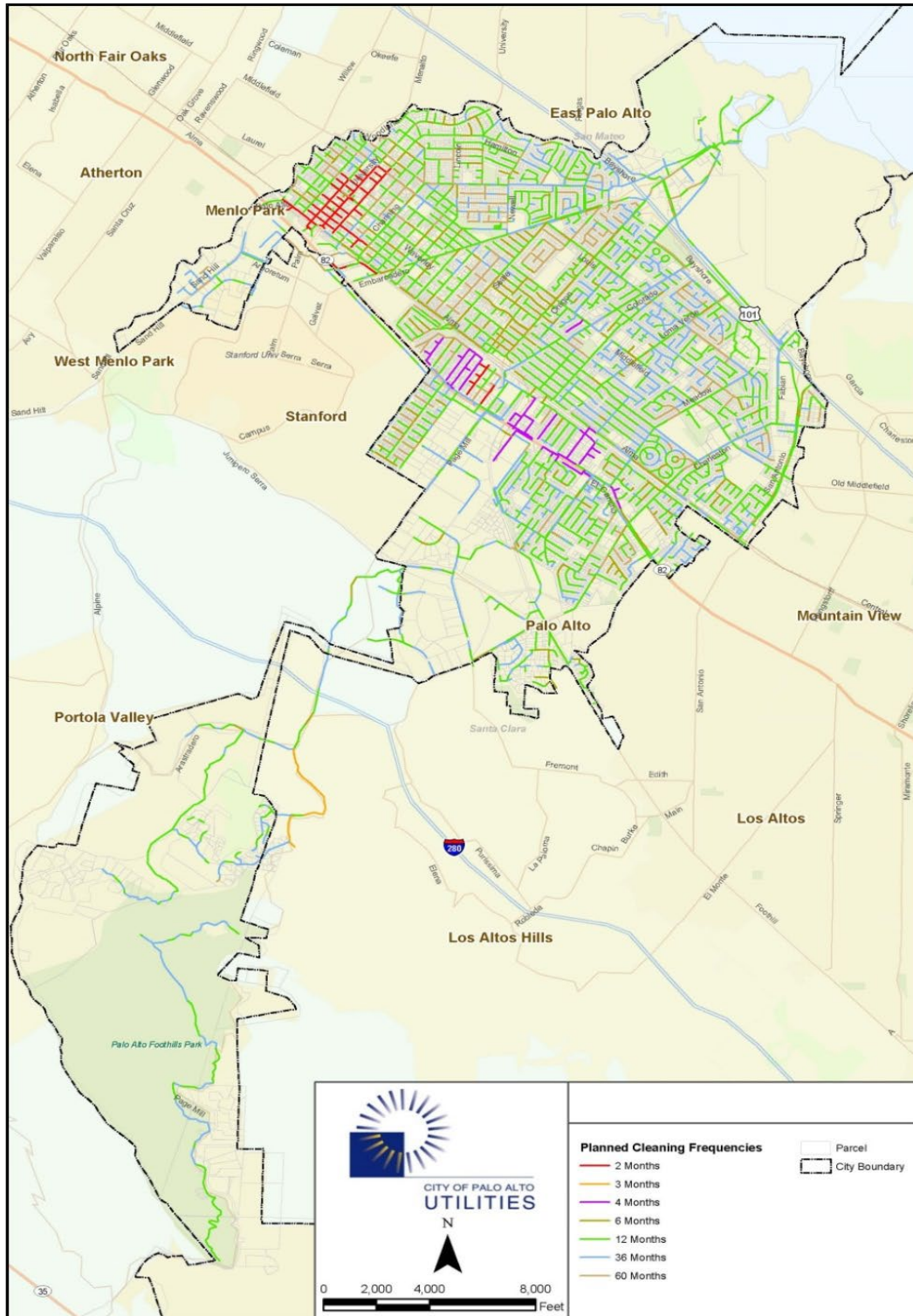
Table 11: Minimum Cleaning Frequencies for Line Type

Line Type	Minimum Cleaning Frequency in Months
Hot Spot Lines	3 to 6 months
Easement Lines	36 months
Trunk Lines (Lines greater than 15 inches)	60 months
Siphons	12 months
All Other Lines	12 to 36 months

Figure 3 provides a map of the City’s Wastewater Collection System and cleaning frequencies. The City uses its own staff and contractors to perform all cleaning of City wastewater collection system lines.

Gravity sewer maintenance is currently scheduled using a computerized maintenance management system (CMMS) called Sedaru. Maintenance activities and cleaning results are recorded in Sedaru for each segment of pipe cleaned. Work orders are generated and are used to schedule cleaning of “Hotspot” or high frequency lines as well as for the system-wide cleaning of all other pipes and siphons. Although the goal is to have all work orders assigned and completed within Sedaru, there are times when a paper work order is completed instead. Wastewater Operators are to deliver completed paper work orders to the Utilities Project Coordinator at the end of each working day so that it can be recorded into Sedaru. The City’s work order form used for dispatching work and recording completed work is shown in **Appendix A and B**.

Figure 3: City of Palo Alto Sewer Line Cleaning Frequencies



An important aspect of the City’s sewer cleaning program is the recording of cleaning results for each manhole-to-manhole pipe segment using code-based standard results in the Standard Measures of Observed Results on the Mainline Work Order Form, **Appendix A**. The results provide a basis for the

Utilities Supervisor to modify the frequency or method of cleaning for that pipe segment to reflect current field conditions. Follow-up video inspections and/or repairs are requested as needed by the Utilities Supervisor to assure quality of the cleaning and for training of City employees. This process is shown in **Figure 4**.

The City is currently beginning a process to define the cleaning and maintenance requirements of all system siphons that have not had regular maintenance. This program will evaluate required equipment, procedures, frequency of evaluation and cleaning and the possible use of contractors to conduct this work when required.

Main cleaning is presently performed on a basin based approach utilizing twenty-seven (27) basins defined in the City's GIS. Basins are geographically located to reduce travel time to the basin and maximize productivity once work in the basin is initiated. **Figure 5** contains the current Wastewater Collection System Basin Map. Work orders are prepared in routes which include about 3,500 to 5,000 linear feet of cleaning and are provided to Wastewater Operators at the start of each day. A team of 2 Operators are assigned to complete daily wastewater main cleaning per a schedule. Sometimes there are two teams working on cleaning depending on emergency response, work load priorities, and projects. Most cleaning is accomplished by hydroflushing wastewater mains using a combination high velocity hydroflushing/vacuum truck. The City has two of these units assigned to Wastewater Operations.

Figure 4: Sewer Cleaning Scheduling Flowchart

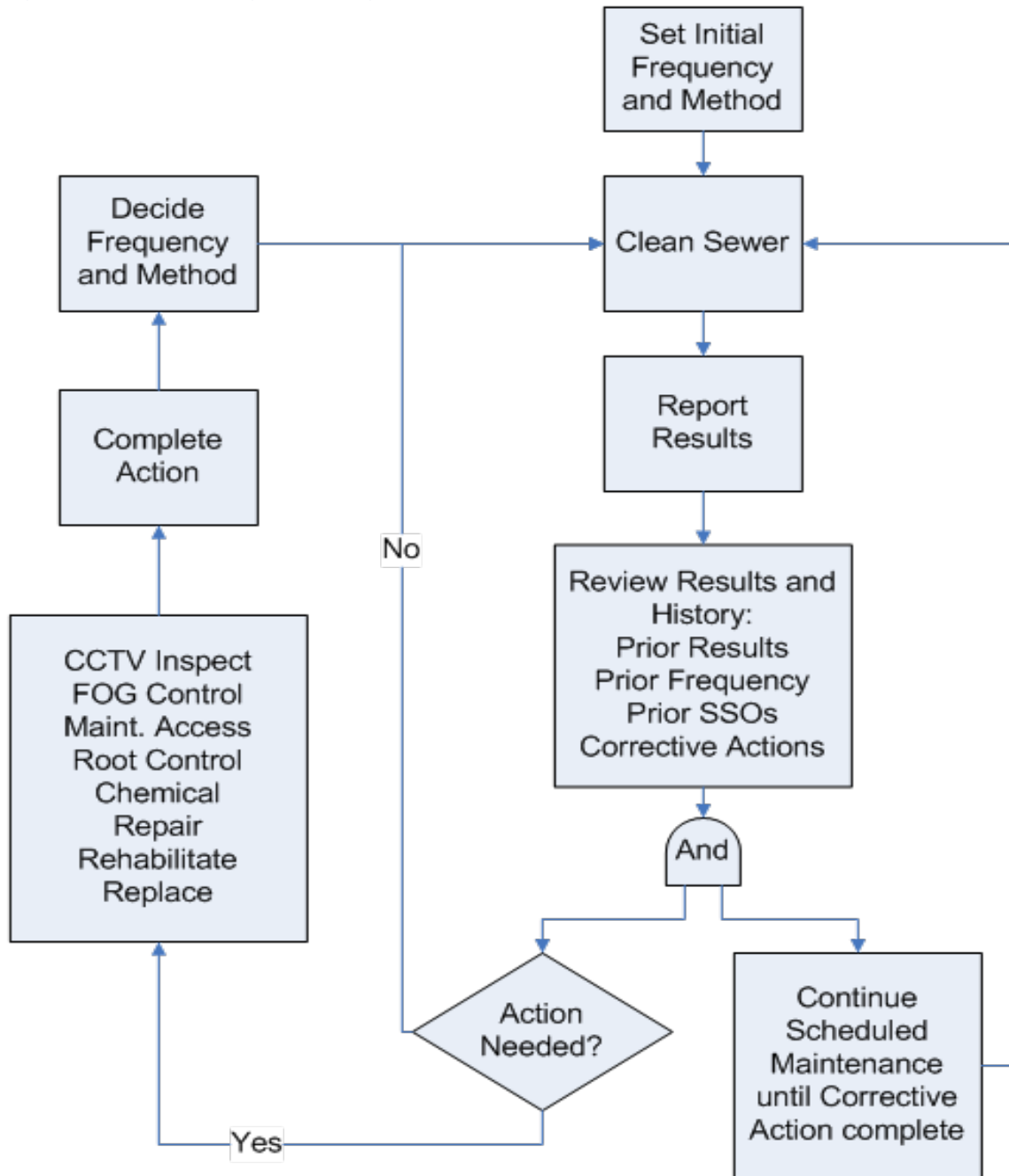
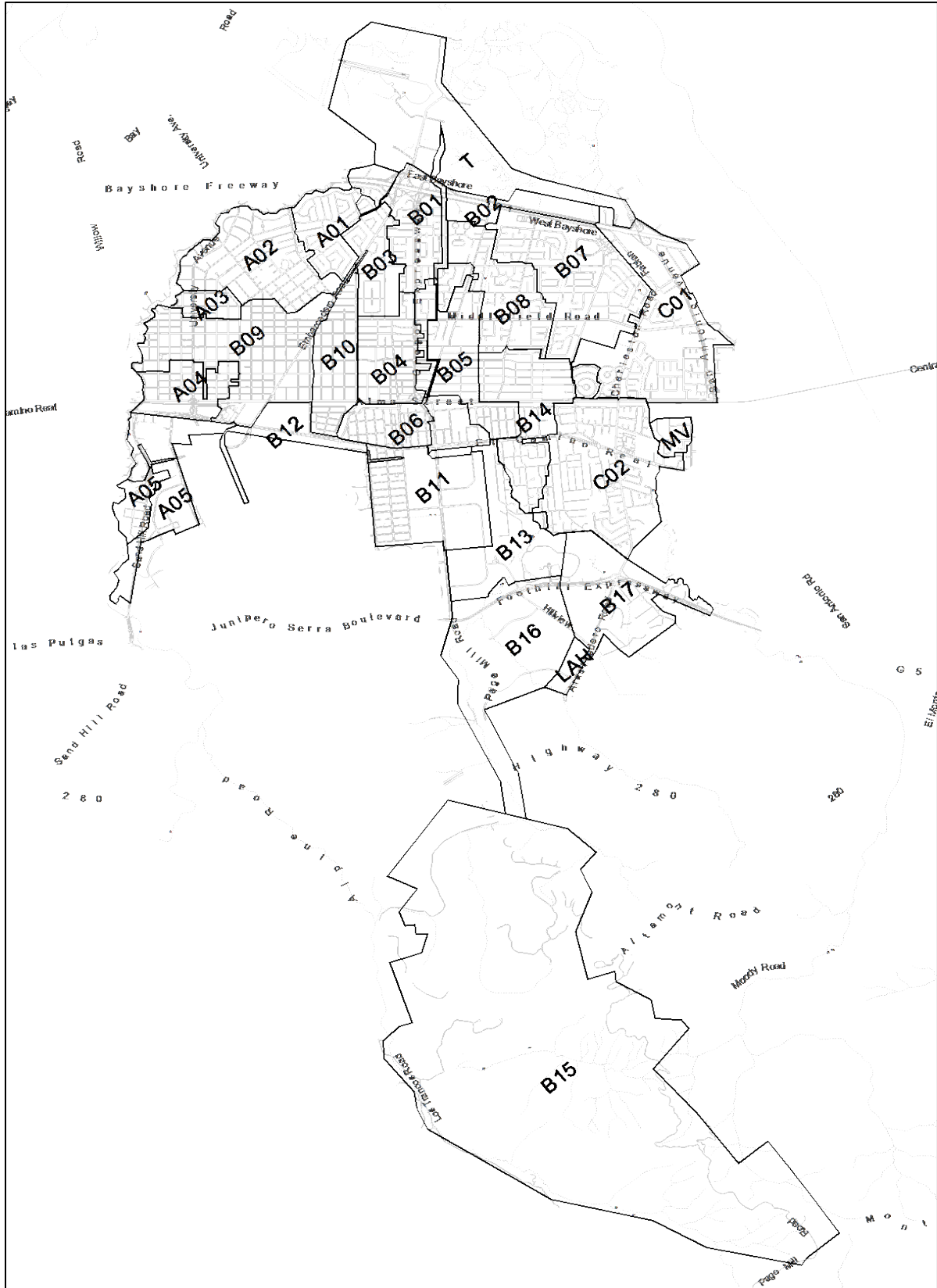


Figure 5: City of Palo Alto Wastewater Utility Basin Map



4.2.3 Main Inspection

Inspections are performed by Wastewater Operations field staff with the use of a CCTV van equipped with a camera, a computer, and Granite Basic software. Small, portable cameras are also available for use in small diameter lines/laterals and special cases where the CCTV van system is cumbersome.

Quality Assurance/Quality Control (QA/QC)

Quality Assurance/Quality Control is used to provide feedback to Wastewater Operations on the quality of their cleaning on approximately 2% of the footage of cleaning performed. Formal QA/QC consists of performing CCTV inspection of selected lines within 2 weeks of their cleaning. The I/R Lead provides feedback to support modification of cleaning processes, practices, techniques, and tool-use to improve line cleaning quality located in the Sedaru work order. Feedback is generally given in staff meetings and in one-on-one meetings with employees.

Pipeline Assessment Certification Program (PACP)

Pipeline Assessment Certification Program is the North American Standard for pipeline defect identification and assessment, providing standardization and consistency to the methods in which pipeline conditions are identified, evaluated, and managed. This program provides a framework for ranking line segments based on severity of observed defects and conditions. The pipe ratings are based on the number of occurrences and severity of each defect or condition. Structural and O&M defects are calculated separately. The data obtained from these inspections are used to assist in the prioritization of the City's sewer rehabilitation and replacement program as well as the identification of hotspots requiring regular flushing. Currently, work orders are generated from Sedaru for Lateral Assessment Certification Program (LACP) and spills. These lines are inspected by an I/R Lead who holds a PACP Certification through NASSCO. Defects in the Wastewater Collection System are identified, graded and managed through the Granite Basic Software. PDF reports are exported and printed by Granite Basic and stapled together with the Sedaru work order. It is then turned in at the end of the day to be entered into Sedaru by the data submitter who must scan and attach the report to each work order form and close it out.

Manhole Inspections

The City will assess the condition of the manholes and other structures using City field crews and visual inspection methods during its system-wide sewer cleaning. Manhole Inspection forms should be completed on the SEDARU app when in the field.

4.2.4 Lower Lateral Maintenance

As with mainline maintenance frequencies, problem laterals that warrant a higher cleaning frequency due to root intrusion or structural defect are placed on a 12 month cleaning frequency scheduled in Sedaru. If the problem lateral continues to have repeated service calls, or results in multiple backups or spills, it is placed on the lower lateral Replacement/Repair list and its cleaning frequency is increased. Lower lateral cleaning is performed by using 2 methods. One being an electric power rodder/snake mostly used by the ERT during preventive maintenance (SOAP) and our new Hydrojetter Truck used for the AJAC Program.

Sewer Overflow Alternative Program (SOAP)

SOAP is the City of Palo Alto's preventive maintenance program. The Wastewater Operations Department uses an electric power rodder which is a portable unit that is kept in the ERT Van. The Wastewater Operators assigned to the ERT will respond to emergency blockages, stoppages, and spills.

When there are no emergencies, the Operators will complete planned work in paper or digital SOAP work orders. A tablet with the Sedaru App is given to this team to complete work orders. The Wastewater Project Coordinator can review data that was submitted from the field, enter data, and close work orders in Sedaru.

Advanced Jetting And Cleaning (AJAC)

AJAC is similar to the SOAP program but dedicated to hydrojetting lines. The Wastewater Operators assigned to AJAC will focus on preventive maintenance. This team is to complete paper or digital AJAC work orders on the Sedaru App. A Utilities Project Coordinator can review data that was submitted from the field, enter data, and close work orders in Sedaru. Teams assigned to the Combination Truck can be assigned AJAC if all routes have been completed and there are no emergencies.

4.2.5 Lower Lateral Inspection

Inspections are performed by Wastewater Operators by using small, portable CCTV units (Rigid See Snakes as well as other brands). It is used to confirm cleaning frequencies, methodologies, and determine effectiveness of a cleaning as well as finding crossbores, structural defects, and infiltration.

CCTV of New Gas Service/Crossbore Program Once a new gas service is installed/replaced by New Construction/Gas Operations, ERT is dispatched to do a sewer lateral inspection for crossbores. ERT must inspect the entire length of the sewer lateral, both City and Private. If there is no access for the private sewer lateral, a contractor must be dispatched to clear for crossbore. Wastewater Operators assigned to ERT will use a Portable CCTV Camera to complete inspections. Details of the inspection are recorded on a Lateral Work Order form, see **Appendix B**, which are turned in at the end of the day or submitted on the Sedaru App. If a crossbore is found, repairs are completed the same day.

Quality Assurance/Quality Control (QA/QC) Same as 4.2.3 Section A but for Laterals

Lateral Assessment Certification Program (LACP) Same as 4.2.3 Section B but for Laterals

4.2.6 Lift Stations

The City operates and maintains one lift station. Wastewater Operations perform routine operational checks of the station once a month and the wet well is cleaned annually. The Water Transmission Division of Utilities also performs weekly visual inspections of the station. Preventive maintenance for mechanical and electrical equipment is done annually by WGW Operations General Shop. The station has an audible alarm and is connected through a SCADA system to the Utilities Dispatch Center. The station serves approximately 25 homes and a portable generator is available in the event of power outages.

4.2.7 Force Mains

The City has one 10-inch diameter force main of 900 linear feet that serves the lift station in Foothill Park. (A force main moves wastewater under pressure by using pumps located in lift stations. They carry wastewater from lower to higher elevation). Wastewater Operations conducts annual above-ground visual inspections for signs of problems or leakage from the force main.

4.2.8 Chemical Root and Grease Control

Lines with a history or record of significant root intrusion, or in areas that are not readily accessible such as parks or easements, may be treated with chemicals to control root growth on an as needed basis.

Wastewater Operations occasionally applies commonly used herbicides for this purpose as well as grease emulsifying agents to assist with FOG control. The City also contracts a root control contractor to apply root foaming applications to identified areas of high root intrusion throughout the City.

4.3 Rehabilitation and Replacement Plan

Since 1988, the City has had an ongoing Capital Improvement Program (CIP) to rehabilitate and replace its sewer infrastructure. On average roughly 9,100 feet of sewer mains are replaced each year. Since 1988, approximately 64 miles of sewer mains have been rehabilitated or replaced, primarily by pipe bursting with high-density polyethylene (HDPE) pipe. Since 2005, the sewer rehabilitation projects have also included replacement of the associated lower laterals.

Areas of the system are targeted for rehabilitation based on the results of CCTV inspection, review of spill records, and line cleaning maintenance records. In addition, lines may be prioritized and replaced in selected “targeted work zones” where City Public Works has planned pavement rehabilitation and improvement work scheduled. The wastewater CIP is overseen by WGW Engineering. Other, repair work is conducted on an as-needed basis by Wastewater Operations to address wastewater maintenance or structural problems identified through regular maintenance or CCTV inspection activities.

4.3.1 Gravity Sewers

The City’s Rehabilitation and Replacement Program is driven by the condition of its wastewater collection system assets as described above. In addition to main replacement, lower lateral replacements are done in response to maintenance problems, follow-up to spill events, and upon discovery by SOAP or QAQC program. Lateral repairs and replacements are performed by Wastewater Operations as well as contractors. Approximately 200 laterals are replaced annually in addition to those replaced as part of Sanitary Sewer Replacement (SSR) projects. Similar to main lines, lower laterals are generally replaced by pipe bursting with HDPE pipe.

4.4 Training

Training includes City-specific issues, such as operation of its key pieces of equipment, as well as general safety and operational issues, the SSMP and Spill Emergency Response Plan (SERP). The City uses both contracted and in-house training services and requires training or certification of conformance of training of contractors on its SERP and spill response procedures.

4.4.1 City Staff

Wastewater Operations uses a combination of in-house classes, on-the-job training, conferences, seminars, and other training opportunities to provide technical training for its wastewater collection system staff. Vendors provide training for new tools or equipment. A portion of weekly meetings are dedicated to training on various wastewater topics. These short meetings prior to the start of the day’s field work provide the opportunity for quick discussions of short topics related to specific collection system operations issues. The sources of technical training and training materials for the City’s wastewater collection staff are listed in **Table 12** and **Table 13**.

Table 12: Training Resources (Conferences, Seminars & Courses)

Organization	Event	Timeframe	References
California Water Environment Association (CWEA)	State Conference	April	www.cwea.org
	Northern Regional Safety Conference	September	
	Santa Clara Valley Section Meetings & collections training events & Classes	Monthly	
CWEA – San Francisco Bay Area section	Meetings and collections training events & classes	Monthly	www.cwea.org
Bay Area Clean Water Association (BACWA) Collection Systems Committee	Collection System Committee meetings	Monthly	www.bacwa.org

Table 13: Training Materials

Organization	Materials	Reference
California State University Sacramento (CSUS)	Videos, manuals, home study courses	www.owp.csus.edu

Other potential sources of training include the Water Environment Federation specialty conferences on collection system operations, webinars and publications that support sewer system education and training including the City’s risk management and insurance program pools that provide specific risk-based training for claims and risk reduction.

Wastewater Operators receive annual training on the following topics: volume estimation, storm water pollution prevention, confined space entry, biological and chemical hazards, Vector safety, underground construction, gas detector use, application of overflow control materials, back injury prevention, overflow reporting and field documentation, and the content and procedures of the SSMP. In addition, the City provides free training and seminars on various professional development topics including computer applications, writing, and communication skills.

Individual training records are documented and maintained by the City’s Department of Human Resources.

4.4.2 Contractors Working on City Sewer Projects

The City requires contractors working on its wastewater collection system to have been trained on the City’s Sanitary Sewer Overflow Emergency Response Plan or have demonstrated they have been trained on an equivalent emergency response plan of their own. In addition, all City projects that may impact City wastewater collection system lines or facilities, require that the emergency procedures be discussed regularly, and especially at the pre-construction conference at the start of a project.

4.5 Equipment and Parts Inventory

A summary of major tools and equipment used by staff to maintain the City’s wastewater collection system is shown in **Table 14**. The smaller tools are kept inside the service vehicles and are easily accessible to Wastewater Operators. The larger tools and equipment are housed inside the City’s Municipal Service Center (MSC). The City also operates a General Store that maintains spare parts and critical operational items used by Wastewater Operations. Access outside of regular working hours is

limited to supervisory and senior management. City vehicles are housed at the MSC as are bypass pumps, hoses, and other items to assist in containing and mitigating spills.

Table 14: Tools and Equipment Inventory List

Item	Quantity	Comments
Combination Hydroflush Truck by Vactor	2	#8748, 2015 FREIGHTLINERS #8747, 2015 FREIGHTLINERS
Hydrojetter Truck	1	#8791, 2017 FORD
Lead Service Truck	1	#8723, 2017 PETERBILT
Lateral Maintenance Vans	2	#7509, 2015 FORD #7215, 2017 FORD
Supervisor Truck	1	#8721, 2010 FORD
Dump Truck	1	#8802, 2003 GMC 5 yard
Dump Truck	1	#8725, 2008 PETERBILT 10 yard
HEO Backhoe	1	#8738, 2008 CATERPILLAR
Inspection CCTV Van	1	#8793, 2004 FORD video from 6" to 24" main lines
Inspection Cameras	6	Used as an assessment and inspection tool
Emergency Trailer	1	Located in MSC
Shoring Trailer	1	Located in MSC. Used for deep trenches.
6" Pump	1	Located in MSC
2" pump	3	Located in MSC
Snake/ Rooter Machine	4	Mechanical pipe cleaner. Cuts roots and debris.
Mini Snake/ Rooter Machine	1	Mechanical pipe cleaner. Cuts roots and debris.
Smoke Machine	1	Located in MSC
Spill Control Rubber Dam	2	Placed inside wastewater service vehicles
Spill Control Rubber Mat	4	Placed inside wastewater service vehicles
Gas Detector	20	Used to detect dangerous gases
Metal Detector	5	Used to locate parts of the Wastewater Collection System
4" to 6" Pipebursting machine	1	Used for trenchless pipe replacement

Element 5: Design and Performance Provisions

Statewide Waste Discharge Requirements

The Plan must include the following items as appropriate and applicable to the Enrollee’s system:

5.1. Updated Design Criteria and Construction Standards and Specifications

Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.

5.2. Procedures and Standards

Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

5.1 Updated Design Criteria and Construction Standards and Specifications

The City has standard specifications for installation, rehabilitation, and repair of facilities. The City of Palo Alto Water, Gas, and Wastewater Utility Standards (**Appendix I**), which is updated every year, include standard detail design criteria, products, installation procedures and testing for wastewater facilities. The City’s Utility Standards incorporate, by reference, other City department standards and drawings including Public Works and Traffic, technical association standards (i.e. ASTM, AASHTO, AWWA), and CALTRANS standards.

The current Utility Standards are posted on the City website:

<https://www.cityofpaloalto.org/Departments/Utilities/Utilities-Services-Safety/Engineering-and-Operations>

A summary of the City of Palo Alto Water, Gas, and Wastewater Utility Standard Sections, relevant to SSMP implementation and collection system design and rehabilitation are included in **Table 15**. As these Utility Standards are periodically updated, please note that this summary is provided for convenience only. Consult the website listed above for the most current version of the Utility Standards

Table 15: Relevant Sections of City of Palo Alto WGW Utility Standards

Section Title	Section Number
Excavation, Backfill, and Restoration	2200
Polyethylene Pipe Installation for Water, Gas and Wastewater	2300
Wastewater Design and Construction Standards	2730
Vitrified Clay Sewer Pipe	2731
Polyvinyl Chloride Sewer Pipe	2733
Sewer Construction with Polyethylene Pipe	2735
Cured-in-Place Pipe (CIPP)	2736
Sanitary Sewer Lateral	2737

Section Title	Section Number
Concrete Manholes	2738
Cleaning and Video Inspection of Sewer Pipe	2739
Wastewater Standard Details	Appendix D

5.2 Procedures and Standards

Inspection, testing, and repair standards are included in the appropriate Section of the Utility Standards related to the pipe material described above. All new construction plans are required to be prepared by a registered civil engineer and submitted to the City for review and approval prior to construction. The City has five full time inspectors to monitor the construction of CIP projects and customer service installations to ensure compliance with the City’s specifications.

All City and private projects must be tested according to the requirements outlined in the specifications prior to consideration for City acceptance for maintenance. In addition, record drawings of all final project elements must be submitted and approved by WGW Engineering prior to final acceptance of any project on City infrastructure.

Element 6: Spill Emergency Response Plan

Statewide Waste Discharge Requirements

The Plan must include an up-to-date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
- Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in this General Order; and
- Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.

6.1 Introduction

The State Water Resources Control Board (SWRCB) has issued statewide waste discharge requirements for sanitary sewer systems, which include requirements for development of an SSMP. The State Water Board requirements are outlined in Order No. WQ 2022-0103-DWQ Statewide General Waste Discharge Requirements General Order for Sanitary Sewer Systems, dated December 6, 2022, which supersedes the previous Order No. 2006-0003-DWQ, dated May 2, 2006, and amended by Order No. 2013-0058-EXEC, dated July 30, 2013. In addition, the City's NPDES Permit, No. CA0037834 incorporates the requirements to comply with the SSO WDR by reference in the treatment plant permit to operate Order No. R2-2014-0024 that regulates the Palo Alto Regional Water Quality Control Plant and City of Palo Alto's sewage collection system.

Purpose

The purpose of this Spill Emergency Response Plan (SERP) is to provide City Staff task prioritization and a reference point in effectively responding to spill events. This SERP provides guidelines for City Staff to follow in responding to, cleaning, and reporting spills.

Table 16: Spill Categories and Definitions

Category	Definition
Category 1	A spill of any volume of sewage from or caused by a sanitary sewer system regulated under the General Order that results in a discharge to: <ul style="list-style-type: none"> • A surface water, including a surface water body that contains no flow or volume of water; or • A drainage conveyance system that discharges to surface waters when sewage is not fully captured and returned to the sanitary sewer system or disposed of properly. Any spill volume that is not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drains conveyance system discharges to a dedicated stormwater infiltration basin or facility.
Category 2	A spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under the General Order that does not discharge to a surface water
Category 3	A spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under the General Order that does not discharge to a surface water.
Category 4	A spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under the General Order that does not discharge to a surface water.
Enrollee Owned/Operated Lateral Spills	A spill of any volume from an Enrollee’s owned and/or operated lateral that is caused by a failure or blockage in the lateral and that do not discharge to a surface water.
Private Lateral Sewage Discharge (PLSD)	A spill of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the Enrollee’s sanitary sewer system or from other private sewer assets.

6.2 SERP Goals

- Prevent public health hazards by minimizing public exposure to spilled wastewater
- Protect the environment by preventing spills from entering storm drains and receiving water
- Comply with regulations
- Minimize the frequency of spills
- Mitigate the impact of spills
- Minimize disruptions in service
- Minimize complaints
- Provide quick response to minimize spill volume
- Prevent unnecessary damage to public/private property
- Provide immediate, responsive, and efficient service to all emergency calls
- Provide a safe work environment for employees, employers, and residents

- Perform all operations in a safe manner to prevent personal injury

6.3 Spill Detection and Notification

The Dispatch Center is responsible for collecting the following information from all collection system related incoming calls:

- Time and date of call
- Assigns an Incident Number
- Specific location of potential problem
- Nature of call
- In case of spill, estimated start time of overflow
- Reporting Party’s name and phone number
- Reporting Party’s observation (e.g., odor, duration, location on property, known impacts, indication if surface water impacted, appearance at cleanout or manhole)
- Other relevant information

The Dispatch Center assigns a unique Incident Number which is used to track subsequent actions taken in response to the call. The Dispatch Center immediately notifies staff on the Emergency Response Notification Team (ERNT) of a call through a text/email notification. The list of individuals on the ERNT is included in **Table 17** below.

The Dispatch Center’s text/email notification to the ERNT consists of the following information:

- Incident number
- Location
- Reporting Party’s Name
- Reporting Party’s phone number

Table 17: Text/Email for Emergency Response Notification Team (ERNT)

Name	Email	Phone
<i>Wastewater Operations ERT</i>	<i>N/A</i>	<i>650-213-2633</i>
<i>Standby Operations Primary</i>	<i>N/A</i>	<i>650-444-6198</i>
<i>Standby Operations Secondary</i>	<i>N/A</i>	<i>650-444-5290</i>
WGW Operations Mainline	wgw.operations@cityofpaloalto.org	650-496-6982
Anthony Meneses, Manager	anthony.meneses@cityofpaloalto.org	650-496-6907
Robert Bishop, Supervisor (Interim)	robert.bishop@cityofpaloalto.org	650-329-2218
Abel Silva, Supervisor	abel.silva@cityofpaloalto.org	650-496-6972
Todd Carlsen, Supervisor	todd.carlsen@cityofpaloalto.org	650-444-6334
Eric Talley, Supervisor	eric.talley@cityofpaloalto.org	650-496-6917
David Cordova, Supervisor	david.cordova@cityofpaloalto.org	650-444-6967
Venessa Fujii, Utility Project Coordinator	venessa.fujii@cityofpaloalto.org	650-496-6994

Within the ERNT is the Emergency Response Team (in bold italic font) who will respond to the incident. The ERT consists of Installer-Repairer class staff who are scheduled for ERT at the beginning of the day

and will respond during regular business hours. Standby Operations Primary and Secondary responders will respond outside of normal business hours.

The Dispatch Center records communications between callers, responders and any other supporting staff that is dispatched to the spill scene. **Figure 6** contains a flow chart of this Spill Detection and Dispatch process.

Depending on the time of the call, the Dispatch Center uses the schedule shown in **Table 18** to dispatch a response team.

Table 18: Schedule for Dispatching a Response Team

Days	Time	Spill Response Team
Weekdays*	0630 to 1600	Wastewater, Emergency Response Team (ERT)
	1600 to 0630	Standby, Primary and Secondary Responder
Saturdays	24hr Response	Standby, Primary and Secondary Responder
Sundays & Holidays	24hr Response	Standby, Primary and Secondary Responder

*On Fridays, Standby receives sewer related calls starting at 1500 hours

6.3.1 Public Observation

The Public can report spills by calling one of the following numbers:

Palo Alto Utilities Emergency Water, Gas, and Wastewater Dispatch Center at (650)329-2579

Palo Alto Police Non-Emergency at (650)329-2413

Or the Emergency 911 number.

These phone numbers are included in monthly utility bills sent to customers and on the City’s website. Spill related calls from the public are routed through the City’s 24-hour Dispatch Center.

6.3.2 City Staff Observation

Spill related calls that are received by other departments and/or observed by Utilities Staff during their normal working hours are also routed to the Dispatch Center for proper documentation and tracking.

6.3.3 Alarms

The City of Palo Alto’s lift station is controlled by SCADA and maintained by the Utilities Operators. In case of any pump failure, the high level sensor activates the SCADA alarm system and the Utilities Communication Center (UCC) is contacted. Under this situation, the UCC serves the role of the City Dispatch by contacting the ERNT via text.

Wastewater Operations has contracted Gierlich-Mitchell, Inc to install and activate 39 sanitary sewer level monitoring alarms in hot spot areas throughout the City. The manhole alarm service and equipment, Mission M84 Manhole Monitor+, is supplied by Mission Communications (https://www.123mc.com/123mc/log_in.asp). High level alarms will send a text message to the ERNT.

The status of each monitor can be accessed through Mission Communication's online portal. Mission Communications also provides technical support at (877) 993-1911.

6.3.4 Coordination with Public Works Departments

If the spill is caused by FOG or an illicit discharge the WW Project Coordinator or WW Supervisor will notify the Public Works' Watershed Protection Group and coordinate a joint spill response to mitigate the spill. Once the spill has been eliminated the Wastewater Department will coordinate with Public Works' to implement a plan to prevent the spill from occurring again and if applicable apply fines and fees to the responsible party.

6.4 Spill Response Procedures

The Wastewater Operations Division has created a section withing the Wastewater Standard Operating Procedures for Emergency Response. These Wastewater Standard Operating Procedures are attached as **Appendix J**.

The Responder ensures all safety procedures are strictly adhered to, including traffic control, PPE (visibility vests, hard hats, safety glasses, gloves, etc.) as well as confined space entry procedures at all times.

6.4.1 ERT and Standby Responder Priorities

ERT and Standby Responder priorities are:

1. To follow safe work practices;
2. To respond promptly with the appropriate equipment;
3. To minimize public access to and/or contact with the spilled sewage;
4. To contain the spill;
5. To restore the flow as soon as possible;
6. To promptly notify the Supervisor in the event of a major spill;
7. To return the spilled sewage to the sewer system and;
8. To restore the area close to its original condition.

6.4.3 Initial Response

During Regular Hours, the Emergency Response Team will:

1. Be dispatched an 868 (Overflow) by Radio from the Dispatch Center.
 - a. If unanswered, Dispatch will then call the ERT Phone and the Wastewater Supervisor.
2. Document the address or location, call received time from Reporting Party to Dispatch, call received time from Dispatch to ERT, Incident Number, Reporting Party Name and number, and notes provided by Dispatch.
3. Call the Reporting Party and ask to verify that a spill or blockage is occurring.
4. Ask the Reporting Party where the spill is occurring. (cleanout, manhole, public, private, etc.)
 - a. If the spill is from a cleanout, inform the Reporting Party not to use water to minimize the spill.
5. Ask the Reporting Party for the Spill Start Time.
6. Inform Reporting Party of the estimated Responder arrival time.
7. Contact/coordinate with ERT Flush Team for cleanup if the spill is a minor event, Category 3, 4.

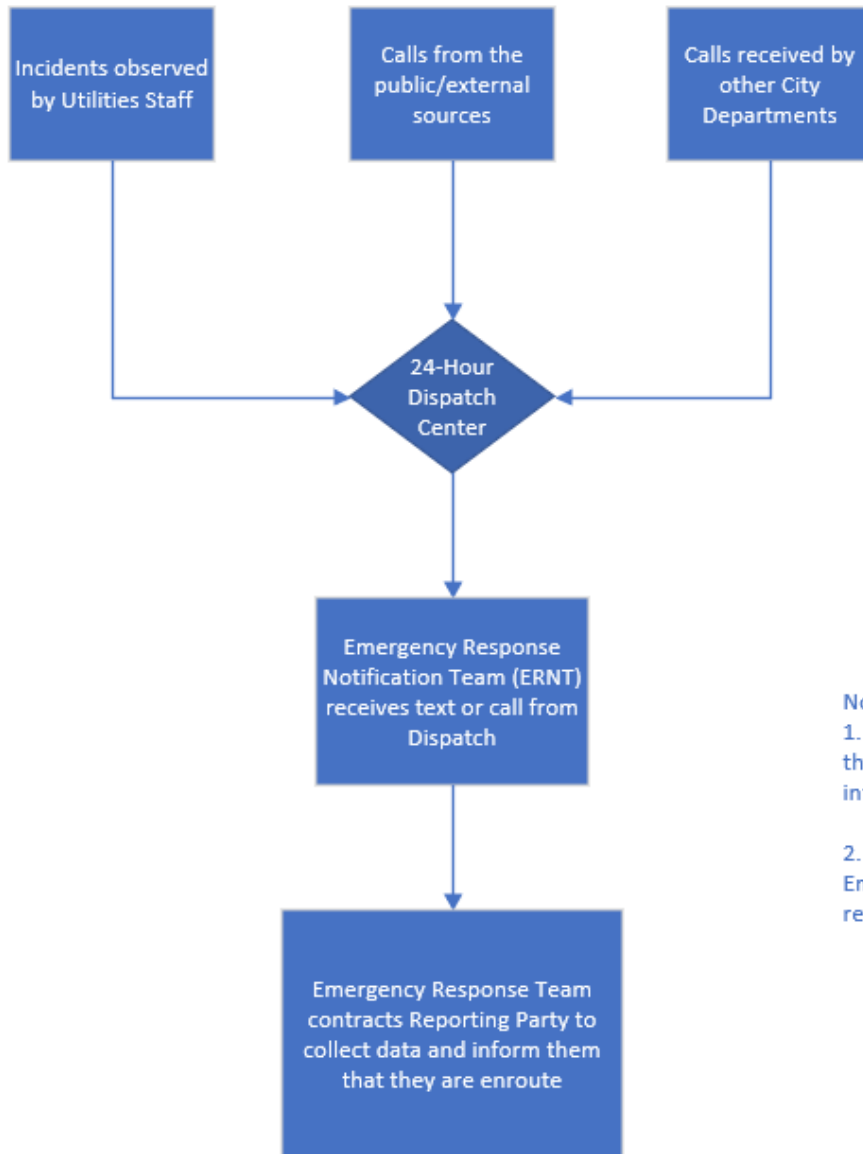
8. Contact/coordinate with the ERT Flush Team and Wastewater Supervisor if the spill is a major event, Category 1 or 2. (Wastewater Supervisor must call Cal OES within 2 hours of knowledge of 1,000 gallon or greater spill threatening surface water.)
9. Notify Dispatch of their arrival once onsite.
10. Verify extent of spill, document Arrival Time and photographs scene.
11. If spill has reached Public Works' storm drain and assistance is needed to collect the spill, the ERT Team will call the Public Works Department at (650)496-6974.

During After Hours

(Monday – Thursday 4PM – 6:30AM, Friday 3PM – 6:30AM, Saturday and Sunday all day) Standby Responders will:

1. Be dispatched an 868 (Overflow) by Primary Phone from the Dispatch Center.
 - a. If unanswered, Dispatch will call the Standby Secondary and lastly the Standby Supervisor.
2. Document the address or location, call received time from Reporting Party to Dispatch, call received time from Dispatch to ERT, Incident Number, Reporting Party name and number, and notes provided by Dispatch.
3. Call the Reporting Party and ask to verify that a spill or blockage is occurring.
4. Ask the Reporting Party where the spill is occurring. (cleanout, manhole, public, private, etc.)
 - a. If the spill is from a cleanout, inform the Reporting Party not to use water to minimize the spill.
5. Ask the Reporting Party for the Spill Start Time.
6. Inform Reporting Party of the estimated Responder arrival time.
7. Contact/coordinate with Standby Secondary for cleanup if the spill is a minor event, Category 3 or 4.
8. Contact/coordinate with Standby Secondary for cleanup and Standby Supervisor if the spill is a major event, Category 1 or 2. (Standby Supervisor must call Cal OES within 2 hours of knowledge of 1,000 gallon or greater spill threatening surface water.)
9. Notify Dispatch of their arrival once onsite.
10. Verify extent of spill, document Arrival Time and photographs scene.
11. If spill has reached Public Works storm drain and assistance is needed to collect the spill, the ERT Team will call the afterhours Public Works Department at (650)329-2413.

Figure 6: Process flow chart for the notification of a potential Spill



Notes:

1. Table 6-2 of the SSMP contains the list of individuals and contact information for the ERNT
2. All calls are routed to the Emergency Response Team who will respond to the incident

6.4.4 Initiate Spill Containment Measures

Once at the scene, the Responder should attempt to contain the overflow to the best of their ability by:

1. Determining the immediate destination of the overflow.
2. Protect nearby catch basins that lead to the storm drain system and surface water by creating a dam with sandbags, spill mats, spill shark or dirt found nearby to dam/redirect the overflow.
3. Referencing the storm drain collection system map to identify and block the downstream storm drain so that the wastewater can be collected.

6.4.5 Restore Flow

If the blockage is in the public lower lateral, setup the electric rodder at the City cleanout to clear the blockage, see **Appendix K** Electric Rodder Standard Operating Procedures.

If the blockage is in the private upper lateral, Initiate Spill Containment Measures as in Section 6.4.4 and have Private Owner call a plumber. The ERT or Standby Responders will assist with clean-up to prevent wastewater entering storm drain. If the overflow is greater than 1,000 gallons and has resulted or may result in a discharge to surface water, the ERT should contact the scheduled Supervisor, who is strongly encouraged to notify the California Office of Emergency Services.

If the blockage is in the public main, reference the Wastewater Collections System Map and check every manhole downstream of the blockage. If sewage is “up” or overflowing at the manhole, then the blockage is further downstream. Keep checking downstream manholes until you find a manhole that is barely flowing or “down”. During regular hours, the ERT is responsible for locating the “down” manhole and communicating the setup to the Flush ERT. After hours, the Standby Primary is responsible for locating the “down” manhole and communicating the setup to the Standby Secondary. See **Appendix L** Flush Truck Standard Operating Procedures.

If the blockage is in the private main, verify that ownership by referencing the Wastewater Collection System Map (all city assets are assigned Identification Numbers). Initiate Spill Containment Measures listed in Section 6.4.4 and have the Private Owner call a plumber. The ERT or Standby Responders will assist with clean-up to prevent wastewater from entering the storm drain. If the overflow is greater than 1,000 gallons and has resulted or may result in a discharge to surface water, the ERT should contact the scheduled Supervisor, who is strongly encouraged to notify the California Office of Emergency Services.

6.5 Spill-Specific Monitoring Requirements

6.5.1 Spill Location and Spread

Responders shall visually assess the spill location(s) and spread using photography, global position system (GPS), and other best available tools. The Responders shall document the critical spill locations, including:

1. Photography and GPS coordinates for:
 - a. The system location where spill originated.
 - i. For multiple appearance points of a single spill event, the points closest to the spill origin.
2. Photography for:
 - a. Drainage conveyance system entry locations,
 - b. The location(s) of discharge into surface waters, as applicable,

- c. Extent of spill spread, and
- d. The location(s) of clean up.

6.5.3 Receiving Water Visual Observations

Through visual observations and spill volume estimating techniques the ERT shall document the following information regarding spills to surface water:

1. Estimated spill travel time to the receiving water;
 - a. For spills entering a drainage conveyance system, estimated spill travel time from point of entry into the drainage conveyance system to the point of discharge into the receiving water;
2. Estimated spill volume entering the receiving water; and
3. Photography of:
 - a. Waterbody bank erosion,
 - b. Floating matter,
 - c. Water surface sheen,
 - d. Discoloration of receiving water, and
 - e. Impact to the receiving water.

6.5.2 Receiving Water – Water Quality Sampling and Analysis

Water quality sampling procedures for Responders are:

1. Contact the Public Works, Environmental Services Division, Watershed Protection Group (during business hours only) for technical assistance with water quality sampling;
2. Samples should be collected as soon as possible by the Responder after the discovery of the spill event. Sample kits are stored in the ERT van and at the Municipal Service Center for immediate use by responders.
3. If the spill is 50,000 gallons or greater, collect samples within 18 hours of becoming aware of the spill.
 - a. Collect one water sample each day of the duration of the spill at the point a point in the drainage conveyance system before the drainage conveyance system flow discharges into a receiving water (if the spill is discharging via a drainage conveyance system)
 - b. Collect one water sample each day for the duration of the spill at the three receiving water sampling locations:
 - i. Upstream: This sample will be collected far enough upstream of the spill’s point of entry into the surface water as to be free of contaminants from the spill. Typically, 50 feet is sufficient, but this may vary on circumstances of the spill.
 - ii. Source: Immediate vicinity where the spill entered the surface water. This point will be downstream of the actual spill entry point for spills that have stopped entering the surface water to be sampled. If the spill has stopped, calculate the approximate downstream distance from the original spill location by dividing the time since the spill occurred by the estimated velocity. This is the approximate downstream distance from the spill discharge point to the “source” sampling location.
 - Due to tidal action in the surface water or other factors, another method maybe used to determine the “source” location at the discretion of the scheduled Supervisor.
 - iii. Downstream: This sample will be collected far enough downstream to be representative of the water quality of the surface water after adequate mixing of the surface water and the

- spill have occurred. Typically, this location will be 50 feet downstream of the “source” sampling, but this may vary on the size and velocity of the surface water to be sampled.
- c. If there is no flow during the duration of the spill, the CIWQS report must reflect “No Sampling Due To No Flow” for its receiving water sampling locations.
 4. Samples shall be transported to the Regional Water Quality Control Plant Laboratory at 2501 Embarcadero Way, Palo Alto, CA 94303.
 - a. Samples are accepted 6AM – 5PM, if outside of normal business hours must make arrangements with Lab Manager or Senior Chemists

Table 19: Contact Phone Numbers for Laboratory

Main Lab Phone Number	(650)617-3169
Manager of Laboratory Services	(650)329-2334
After Hours Phone Numbers	(650)269-3298 or (408)666-7130

6.5.3 Water Quality Analysis Specifications

The collected samples shall be analyzed for the following constituents:

1. Ammonia, and
2. Appropriate bacterial indicator(s) per the applicable Basin Plan water quality objectives, including one or more of the following , unless directed otherwise by the Regional Water Board:
 - a. Total Coliform Bacteria
 - b. Fecal Coliform Bacteria
 - c. E-coli
 - d. Enterococcus

Sampling of these bacterial indicators shall meet the water quality objectives and bacterial standards of the California Ocean Plan or the California Inland Surface Water Enclosed Bays, and Estuaries Plan.
3. Additional sampling and analysis required by the Regional Water Board Executive Office or designee

Sample analysis must be completed using a sufficiently sensitive test method that complies with 40 Code of Federal Regulations Part 136. A method is considered sufficiently sensitive when the minimum level of the analytical method is at or below the receiving water pollutant criteria. Furthermore, water quality samples must be conducted by a laboratory that has accreditation pursuant to Article 3, Section 100825 of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. The City’s Regional Water Quality Control Laboratory meets these accreditations and is recognized by the State Water Board through its Environmental Laboratory Accreditation Program (ELAP).

6.6 Recovery and Cleanup

The recovery and cleanup phase begin when the flow has been restored and the spilled sewage has been contained to the best of the Responder’s ability. The spill recovery and cleanup procedures are:

6.6.1 Estimate the Volume of Spilled Sewage

To estimate the volume of spilled sewage, use the methods outlined on the third page of the WGW Operations Spill Report Form, see **Appendix C**. When possible, document the estimate using photos of the spill before and during the recovery procedure.

6.6.2 Recovery of Spilled Sewage

If the spill is in a drainage conveyance system, the Operator must, to the best of their ability, recover the total volume of the spill with minimum impact to the environment, public, and private properties. Detailed instructions of how to recover the spill from a storm drain are in the Wastewater SOP. The Operator should utilize the vacuum and/or pump the overflow and discharge it back into the sanitary sewer system.

6.6.3 Cleanup and Disinfection

Cleanup and disinfection procedures should be implemented to protect public health and the environment from a spill. The procedures described are for dry weather conditions and should be modified as required for wet weather conditions.

Private Property

If an overflow occurs due to a blockage in a private lateral or private sewer system but has the potential to impact public property, the Responders will take action to contain, cleanup, and disinfect the spilled sewage. However, if it does not have a potential to impact public property and surface water – It is the Property Owners responsibility to clean and restore the site.

If the spill was caused by the City owned lateral or sewer system and has compromised private property, advise the Owner of the property of the City claims procedure, see <https://www.cityofpaloalto.org/civicax/filebank/documents/29341> for the Claims Form. If they are not onsite, leave a Door Hanger with relevant information.

Paved Surface Area

Take steps to contain and vacuum the wastewater. Collect all signs of sewage by hand, broom and shovel and push all wastewater debris toward the vacuum on the combo flush truck or position the vacuum over affected area and collect. Wash down the affected area with clean water until the water runs clear and push all wastewater and debris toward the vacuum on the combo flush truck. Apply disinfectant by using a bottle sprayer and disinfect all areas that were contaminated from the overflow. Wash down and vacuum again if additional cleaning is required.

Unpaved Surface Areas (Landscaping & Unimproved Natural Vegetation)

Take steps to contain and vacuum the wastewater. Collect all signs of sewage by hand, broom and shovel and push all wastewater debris toward the vacuum on the combo flush truck or position the vacuum over affected area and collect. Allow area to dry, repeat the process if additional cleaning is required.

Natural Waterways

The scheduled Supervisor is responsible for determining the proper course of action for Category 1 Spills. They will utilize the wastewater collection system map, storm drain collection system map and other

documentation to minimize the impact of the overflow to the environment and protect public health. If a spill is confirmed to have entered a creek or waterway, the scheduled Supervisor and the WGW Operations Manager are immediately notified. The scheduled Supervisor may request additional assistance, if needed, from City staff and/or outside agencies that are the wastewater treatment plant partners (City of Mountain View, City of Los Altos, Town of Los Altos Hills, Stanford University, and the East Palo Alto Sanitary District).

The Responders are responsible for the following when Natural Waterways are affected:

1. Determines the extent of the spill by investigating downstream until there is no evidence of sewage or debris along the creek or water body.
2. Contact the Public Works, Environmental Services Division, Watershed Protection Group (during business hours only) for technical assistance with water quality sampling.
3. Immediately post contaminated water sign(s) and protect the creek from public access on both sides,
Appendix F.
4. Photographs sign placement and evidence of the overflow in and around the creek to the farthest point reached by the sewage.
5. Determines if the creek is safe to enter. During the winter storm season, cleaning the creek may not be feasible due to high water flows.
6. If feasible, blocks the creek downstream of the affected area in a location that is safe to enter and is accessible to set up a pump or utilize combo flush trucks.
7. To extent feasible, recover and return contaminated water to the collection system;
8. If the spill is 50,000 gallons or greater, collects water quality samples within 18 hours of becoming aware of the spill.
9. Follow up sampling will be performed until the area shows no water quality impairment and the posted signs can be removed. The Utilities Director ultimately determines when this happens and makes any follow up calls to affected agencies.

6.6.4 Safety and Access Exceptions

For safety, omit sampling during heavy storm events with heavy runoff where flushing is not feasible and sampling would not provide meaningful results. The Wastewater Supervisor or their designee, must document the access restrictions or unsafe conditions that prevent them from completing the appropriate spill response or water quality monitoring. This documentation should be included in the Certified Report.

6.7 Notification Requirements

6.7.1 2 Hour Required Notification to California Office of Emergency Services

The State Water Resource Control Board Order No. 2022-0103-DWQ states that the California Office of Emergency Services (OES) is only to be notified of a Category 1 or 2 Spill greater than or equal to 1,000 gallons discharged to waters of the State or spilled in a location where it probably will be discharged to waters of the State. The Utilities Supervisor is responsible for reviewing field data to report to regulatory agencies. If it is determined that the criteria for OES notification was met, the Utilities Supervisor must notify Cal OES of the event no later than two (2) hours after:

1. The City has knowledge of the spill;
2. Notification can be proved without substantially impeding cleanup or other emergency measures.

The Cal OES phone number is (800) 852-7550. The Utilities Supervisor is responsible for obtaining an OES Control Number.

Spill Notification Information

The Utilities Supervisor shall provide the following information, as applicable, regarding the spill to Cal OES before receiving a Control Number:

1. Name and phone number of the person notifying the Cal OES;
2. Estimated spill volume (gallons);
3. Estimated spill rate from the system (gallons per minute);
4. Estimated discharge rate (gallons per minute) directly into waters of the State or indirectly into a drainage conveyance system;
5. Spill incident description;
6. Brief narrative of the spill event, and
7. Spill incident location (address, city, and zip code) and closest cross streets and/or landmarks;
8. Name and phone number of contact person on-scene;
9. Date and time the Enrollee was informed of the spill event;
10. Name of sanitary sewer system causing the spill;
11. Spill cause or suspected cause (if known);
12. Amount of spill contained;
13. Name of receiving water body receiving or potentially receiving discharge; and
14. Description of water body impact and/or potential impact to beneficial uses.

Notification of Spill Report Updates

Following the initial notification to Cal OES and until the spill report is certified in the CIWQS online database, the Utilities Supervisor must provide updates to Cal OES regarding substantial changes to estimated volume of untreated or partially treated sewage discharged and any substantial changes to:

1. Estimated spill volume (increase or decrease in gallons initially estimated);
2. Estimated volume discharged directly into waters of the State or indirectly into a drainage conveyance system (increase or decrease in gallons initially estimated); and
3. Additional impact(s) to the receiving water(s) and beneficial uses.

6.7.3 Notification to Santa Clara County Health Department

Wastewater Supervisor or their designee, will send an email to dehweb@deh.sccgov.org or call (408)918-3400 during working hours. Details of the spill should be included and that Cal OES was notified. Any correspondence with the County Health Department should also include carbon copies to the WGWS Operations Manager and the Wastewater Supervisor.

6.7.4 Notification to Santa Clara Valley Water District

If the spill affects or threatens water bodies operated or maintained by the Santa Clara Valley Water District (SCVWD) the Wastewater Supervisor or their designee will contact the SCVWD Pollution Hotline at 1-888-510-5151 with spill details.

6.7.5 Media Notification Procedure

When an overflow is substantial and confirmed to be a significant public health threat, the following actions should be taken, if deemed necessary by City staff, to notify the media:

1. The scheduled Supervisor or the WGW Operations Manager will contact the Utilities Communications Manager (UCM) and provide a spill status report.
2. The UCM is responsible for contacting and updating the media.
3. Any calls from the media should be routed to the UCM.
4. The following personnel are designated spokespersons and authorized to release information on the incident and be interviewed by the media:

Table 20: Media Notification Personnel

Name	Position	Office Phone	Cell Phone
Catherine Elvert	Utilities Communications Manager	650-329-2417	650-833-9433
Matt Zucca	Utilities WGW Assistant Director	650-566-4506	

6.9 External Spill Reporting Requirements

All spill reports are to be electronically submitted to the California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database (<https://ciwqs.waterboards.ca.gov/>). Spill reports will be uploaded by the Data Submitter and certified by the Legally Responsible Official within the time frames set forth in the WDR.

Any information that is protected by the Homeland Security Act can be emailed to sanitarysewer@waterboards.ca.gov. A brief justification letter should also be included.

6.9.1 Category 1 Spill Reporting

Draft Spill Report for Category 1 Spills

Within **3 business days** of being notified of the spill event -- the Water Gas Wastewater Operations Manager (WGW Operations Manager), or their designee, will submit a Draft Spill Report using the online CIWQS Sanitary Sewer System Database. This Draft Spill Report must include the following:

1. Contact information: Name and telephone number of City employee who can respond to spill specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the City notified CalOES, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated;
 - a. If there is more than one appearance point, provide GPS coordinates for the appearance point closest to the failure point and describe the other appearances points in the explanation field;
8. Estimated spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
 - a. Description of the drainage conveyance system transporting the spill
 - b. Photographs of the drainage conveyance system entry location(s);

- c. Estimated spill volume fully recovered from the drainage conveyance system;
- d. Estimated spill volume remaining within the drainage conveyance system;
- 11. Description and photographs of the all discharge point(s) into the surface water;
- 12. Estimated spill volume that discharged to surface waters; and
- 13. Estimated total spill volume recovered.

Certified Spill Reports for Category 1 Spills

Within **15 calendar days** of the spill end date -- the WGW Operations Manager, or their designee, will certify the final report using the online CIWQS Sanitary Sewer System Database. The Certified Spill Report must include the following in addition to the Draft Spill Report:

- 1. Description of spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
- 2. Spill end date and time;
- 3. Description of how the spill volume estimations were calculated, including at a minimum:
 - a. The methodology, assumptions and type of data relied upon, SCADA records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - b. The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
- 4. Spill cause(s);
- 5. System failure location;
- 6. Description of the pipe material, and estimated age of the pipe material, at the failure location;
- 7. Description of the impact of the spill;
- 8. Whether or not the spill was associated with a storm event;
- 9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
- 10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
- 11. Spill response completion date;
- 12. Detailed narrative of investigation and investigation findings of cause of spill;
- 13. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
- 14. Name and type of receiving water body(s);
- 15. Description of the water body(s), including but not limited to:
 - a. Observed impacts on aquatic life,
 - b. Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
 - c. Responsible entity for closing /restricting use of water body, and
 - d. Number of days closed/restricted as a result of the spill.
- 16. Whether or not the spill was located within 1,000 feet of a municipal surface water intake; and
- 17. If water quality samples were collected, identify sample locations and the parameters the water quality samples were analyzed for. If no samples were taken, Not Applicable shall be selected.

Spill Technical Report for Individual Category 1 Spill in which 50,000 Gallons or Greater Discharged into a Surface Water

Within **45 days calendar days** of the spill end date – the WGW Operations Manager, or their designee, will submit a Spill Technical report. If 50,000 gallons or greater from a spill reaches surface waters, a Spill Technical Report must be prepared and submitted to the CIWQS online spill database within **45 calendar days** of the spill end date. The Spill Technical Report must include, at a minimum, the following:

1. Causes and Circumstances of the spill:
 - Detailed explanation of how and when spill was discovered;
 - Photographs illustrating spill origin the extent and reach of the spill, drainage conveyance system entrance and exit, receiving water, and post cleanup site conditions;
 - Diagram indicating spill failure point, appearance point, spill flow path, and final destination (use attachments, maps and diagrams as needed);
 - Detailed description of methodology employed and available data used to calculate the spill volume and any volume recovered;
 - Detailed description of the spill cause(s);
 - Description of the pipe material, and estimated age of the pipe material, at the failure location;
 - Description of impact of the spill;
 - Copies of the original field crew records used to document the spill (attachment); and
 - Historical maintenance records for the lines involved in the cause of the spill.
2. Agency's Response to spill:
 - Chronological narrative description of actions taken by agency to terminate the spill;
 - Description of how the SERP was implemented to respond to and mitigate any impacts of the spill; and
 - Final corrective action(s) completed, including a schedule for actions not yet completed which include:
 - a. Local regulatory enforcement action applied to an illicit discharge;
 - b. Operational and maintenance program changes to prevent the spill from occurring again; and
 - c. Necessary modifications to the SERP to incorporate lessons learned in.
3. Water Quality Monitoring:
 - Description of all water quality sampling activities conducted, including analytical results and evaluation of the results;
 - Detailed location map illustrating all water quality sampling points.
 - List of pollutant and parameters monitored, sampled, and analyzed;
 - Laboratory results/reports; and
 - Other regulatory agencies receiving sample results (if applicable).
4. Evaluations
 - Short-term and long-term impact(s) spill impact(s) to beneficial uses of the surface water

The WGW Operations Manager or other designated LRO is responsible for the development and certification of the Spill Technical Report.

Amended Certified Spill Reports for Individual Category 1 Spills

The WGW Operations Manager, or their designee, will update the Certified Report as new or amended information becomes available. Reports can only be amended within **90 calendar days** after spill end date. Amended report needs to be certified by the LRO. After 90 calendar days, the WGW Ops Manager or their designed will need to contact the State Water Board at sanitarysewer@waterboards.ca.gov to request to

amend a Spill Report. The LRO must include justification for why the amended information was not reported within the 90 calendar days.

6.9.2 Category 2 Spill Reporting

Draft Spill Report for Category 2 Spills

Within **3 business days** of being notified of the spill event, the Wastewater Supervisor, or their designee, will submit a Draft Spill Report using the online CIWQS Sanitary Sewer System Database. The Draft Spill Report must include the following:

- Contact information: Name and telephone number of City employee who can respond to spill specific questions;
- Spill location name;
- Date and time the Enrollee was notified of, or self-discovered, the spill;
- Operator arrival time;
- Estimated spill start date and time;
- Date and time the City notified Cal OES, and the assigned control number;
- Description, photographs, and GPS coordinates of the system location where the spill originated;
 - If there is more than one appearance point, provide GPS coordinates for the appearance point closest to the failure point and describe the other appearances points in the explanation field;
- Estimated spill volume exiting the system;
- Description and photographs of the extent of the spill and spill boundaries;
- Did the spill reach a drainage conveyance system? If Yes:
 - Description of the drainage conveyance system transporting the spill
 - Photographs of the drainage conveyance system entry location(s);
 - Estimated spill volume fully recovered from the drainage conveyance system;
 - Estimated spill volume remaining within the drainage conveyance system;
- Description and photographs of the all discharge point(s) into the surface water;
- Estimated spill volume that discharged to a ground water infiltration basin or facility, if applicable; and
- Estimated total spill volume recovered.

Certified Spill Report for Category 2 Spills

Within **15 calendar days** of the spill end date, the WGW Operations Manager, or their designee, will certify the final report using the online CIWQS Sanitary Sewer System Database. In addition to the Draft Spill Report, the Certified Report must include the following:

1. Description of spill event destinations(s) including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
 - a. The methodology, assumptions and type of data relied upon, such as SCADA records, flow monitoring or other telemetry information used to estimated the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - b. The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and spill end time;
4. Spill cause(s);
5. System failure location;

6. Description of pipe/infrastructure material, and estimated age of the material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
14. Whether or not the spill was located within 1,000 feet of a municipal surface water intake.

Amended Certified Spill Reports for Category 2 Spills

The WGW Operations Manager, or their designee, will update the Certified Report as new or changed information becomes available. Reports can only be amended within **90 calendar days** after spill end date. Amended report needs to be certified by the LRO. After 90 calendar days, the LRO will need to contact the State Water Board at sanitarysewer@waterboards.ca.gov to request to amend a Spill Report and include justification as to why the additional information was not reported before the due date.

6.9.3 Category 3 Spill Reporting

Monthly Certified Spill Reporting for Category 3 Spills

Within **30 calendar days** after the end of the calendar month in which the spill occurs, the WGW Operations Manager, or their designee, will submit a monthly Certified Spill Report using the online CIWQS Database. The WGW Operations Manager, or their designee, will certify the report. The report must include the following:

1. Contact information: Name and telephone number of the City employee who can respond to spill specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Description, photographs, and GPS coordinates where the spill originated:
 - a. If there is more than one appearance point, provide GPS coordinates for the appearance point closest to the failure point and describe the other appearance points in the explanation field;
7. Estimated total spill volume exiting the system;
8. Description and photographs of the extent of the spill and spill boundaries;
9. Did the spill reach a drainage conveyance system? If Yes:
 - a. Description of the drainage conveyance system transporting the spill;
 - b. Photographs of the drainage conveyance system entry location(s);
 - c. Estimated spill volume fully recovered from the drainage conveyance system; and
 - d. Estimated spill volume discharged to groundwater infiltration basin or facility, if applicable.
10. Estimated total spill volume recovered;

11. Description of the spill event destination(s), including GPS coordinates, if available, that represent the full spread and reaches of the spill;
12. Spill end date and time;
13. Description of how the spill volume estimations were calculated, including, at minimum:
 - a. The methodology and type of data relied upon, including SCADA records, flow monitoring, or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - b. The methodology and type of data relied upon to estimated the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;
14. Spill cause(s);
15. System failure location;
16. Description of the pipe/infrastructure material and estimated age of the pipe/infrastructure material, at the failure location;
17. Description of the impact of the spill;
18. Whether or not the spill was associated with a storm event;
19. Description of spill response activities including description of immediate spill containment and cleanup efforts;
20. Description of spill corrective actions, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of the major milestones for those steps, including, at minimum:
 - a. Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and
 - b. Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill even location including
 - i. Adjusted schedule/method of preventative maintenance,
 - ii. Planned rehabilitation or replacement of sanitary sewer asset,
 - iii. Inspected, repaired asset(s), or replaced defective asset(s),
 - iv. Capital improvements
 - v. Documentation verifying immediately implemented system modifications and operating/maintenance modifications,
 - vi. Description of spill response activities,
 - vii. Spill response completion date, and
 - viii. Ongoing investigation efforts, and expected completion date of investigation to determine the full cause of spill;
21. Detailed narrative of investigation and findings of cause of spill.

Amended Certified Spill Reports for Category 3 Spills

The WGW Operations Manager, or their designee, will update the Certified Report as new or changed information becomes available. Reports can only be amended within **90 calendar days** after spill end date. Amended report needs to be certified by the LRO. After **90 calendar days**, the LRO will need to contact the State Water Board at sanitarysewer@waterboards.ca.gov to request to amend a Spill Report and include justification as to why the additional information was not reported before the due date.

6.9.4 Category 4 Spill Reporting

Monthly Certified Spill Reporting for Category 4 Spills

The LRO shall report and certify the estimated spill volume exiting the sanitary sewer system, and the total number of all Category 4 Spills to the online CIWQS Sanitary Sewer System Database within **30 calendar days** after the end of the month in which the spills occurred.

Annual Certified Spill Reporting of Category 4 and/or Lateral Spills

For all Category 4 Spills and spills from the City owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the Enrollee shall:

1. Maintain records per section 6.6.4 of the SSMP
2. Annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by **February 1st** after the end of the calendar year in which the spills occurred.

6.9.5 Monthly Certification of “No Spills”, Category 4 Spills, and/or Non-Category 1 Lateral Spills

If either (1) no spills occur during a calendar month or (2) only Category 4, and/or Enrollee-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the Enroll shall certify, within **30 calendar days** after the end of each calendar month, either a “No Spill” certification statement, or a “Category 4 Spills” and/or “Non-Category 1” certification statement in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Laterals Spills that will be reported annually for the designated month.

6.9.6 Private Lateral Sewer Discharge (PLSD)

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee’s sanitary sewer system or from other private sewer assets that the enrollee becomes aware of **may be voluntarily reported** to the CIWQS Online Spill Database.

6.9.7 CIWQS Not Available

If the CIWQS online spill database is not available, the Wastewater Collection Supervisor will fax or e-mail all required information to the RWQCB office at (510) 622-2460. In such an event, the City will submit the appropriate reports using the CIWQS online spill database when the database becomes available. A copy of all documents that certify the submittal in fulfillment of this section shall be retained in the Spill document file.

6.10 Internal Spill Reporting Procedures

All spills should be investigated and thoroughly documented for the use in managing the sewer system and meeting established notification and reporting requirements. The procedures for investigating and documenting spills are shown below.

Category 1 and 2 Spills

During regular business hours, the ERT will notify the Wastewater Supervisor immediately of a Category 1 or 2 spill. After hours, the Standby Responders will notify the Standby Supervisor of a Category 1 or 2 spill. The Responders will fill out the Spill Form as soon as possible. Then turn it in to the Wastewater Supervisor or

Wastewater Project Coordinator during regular hours. In the event of a Category 1 overflow in a sensitive area, the Wastewater/Standby Supervisor will notify the WGW Manager and WGW Assistant Director.

Category 3 and 4 Spills

The ERT or Standby Responders will fill out the WGW Operations SSO Report Form, see **Appendix C**, and turn it into the Wastewater Project Coordinator to begin the reporting process.

Internal Reporting of Spills related to FOG

If a spill is determined to be caused by FOG, either from one or more Food Service Establishment (FSE) or specific residential areas, the Wastewater Project Coordinator will notify the City's FOG Manager, Environmental Program, located at the Regional Water Quality Control Plan (RWQCP). The work order includes the following information, at minimum. The record should include the following information, at minimum:

1. Location of affected laterals, manholes, and sewer main segments;
2. Date, time, address, and cause of the spill;
3. Severity of the FOG; and
4. If available, a copy of the CCTV or a statement when it will be available.

WGW Operations should receive confirmation from the Public Works Watershed Protection Department that the FSE is integrated into the FOG Program and follow ups are completed.

6.11 Internal Spill Documentation

Category 1, 2, 3, 4, and/or Enrollee Owned/Operated Spills

The Responder will complete a Spill Report form and turn it into the Wastewater Supervisor or Wastewater Project Coordinator. The Wastewater Supervisor or Wastewater Project Coordinator will create and maintain a file for each individual spill. The file should include the following:

- Spill Investigative Procedures Checklist, **Appendix E**
- Spill Report – Draft for review
- Spill Report – Final
- Photos
- Certified CIWQS Report

The following are for Category 1 and 2 Spills.

- Appropriate maps showing the spill location
- Water quality sampling and test results, if applicable

Private Spills

The Responder will complete Spill Form and provide it to the Wastewater Supervisor or Wastewater Project Coordinator. A separate file will be prepared for each individual spill at the Wastewater Supervisor's discretion. The file should include any relevant information above.

6.12 Failure Analysis Investigation

6.12.1 Post Spill Debriefing

For each spill event **greater than 250 gallons**, all participants involved in the response – from the person who received the call to the last person to leave the site – should meet, as soon as feasible, after the event to review and evaluate the incident and the City response procedures. The objective of the Post-Spill Debrief is to determine actions necessary, if any, to reduce the recurrence and better mitigate the effects of spills. The results are documented and tracked on a Post-Spill Debrief form to ensure the identified action items are implemented. The Post-Spill Debrief Form is in **Appendix D**. The Post-Spill Debrief documentation is filed in the final spill file for the incident.

6.12.2 Spill Investigation and Mitigation

It is the responsibility of the Wastewater Supervisor to investigate spills and to ensure that the procedures in the SERP are followed or modified as a result of the incident failure analysis. The Utilities Supervisor failure analysis is intended to determine if additional maintenance, repair/replacement or other follow-up actions or response procedures changes are needed to reduce or eliminate the likelihood of future spills.

The procedures for investigating a spill are as follows:

1. Review the SSO Report Form, **Appendix C**;
2. Interview the following personnel, if applicable: Dispatch, Supervisor, Primary Responder, Field Service Representatives, Customer Service Representatives, responding crew members or any other; Agency staff that were involved with the response;
3. Review the incident timeline and other documentation regarding the incident;
4. Review communications with the Reporting party and witnesses;
5. Review photographs of the incident;
6. Review spill volume estimate, volume recovered estimate, volume estimation assumptions and associated drawings;
7. Review past maintenance records of affected manholes and pipe segments;
8. Review past CCTV records.
9. Conduct new CCTV inspection, if necessary.
10. If the spill is located within the designated hot spot areas, consider increasing the maintenance frequency;
11. Review any FOG related information or results from RWQCP;
12. If the spill is due to pipe failure, schedule repair or replacement as soon as feasible;
13. If the spill is due to an under-sized pipe, infiltration/inflow or other engineering defect, contact the WGWE Engineering for inclusion in the CIP work; and
14. Develop agreed upon changes and additions to the SERP and/or City Procedures resulting from the investigation and debrief session(s).

6.13 Record Keeping Requirements

The SWDR and MRP require that individual spill records be maintained by the City for a minimum of five years from the date of the spill. This period may be extended when requested by a Regional Water Quality Control Board Executive Officer.

All records shall be made available for review upon SWRCB or RWQCB staff's request during on-site inspection or through an information request.

Spill Reports

Records shall be retained for all spills, including but not limited to the following when applicable:

1. Service call records and complaint logs of calls received by the City, documenting how the City responded to all notifications of possible or actual spills (including complaints that do not result in spills), including:
 - a. Date, time, and method of notification
 - b. Date and time the complainant or informant first noticed the spill
 - c. Narrative description of the complaint, including any information the caller can provide regarding whether or not he/she knows if the spill has reached surface waters, drainage channels, or storm drains
 - d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously
 - e. Final resolution of the complaint
2. Records documenting steps and/or remedial actions take to control and terminate the spill and recover as much of the discharged volume as possible;
3. Records documenting how estimates of volume discharged and volume recovered were calculated; and
4. All California Office of Emergency Services notification records, as applicable.

Recordkeeping of Category 4 Spills and Non-Category 1 Lateral Spills

The City must maintain the following records for each individual Category 4 Spill and for each individual non-Category 1 owned and/or operated lateral spill.

Recordkeeping of Individual Category 4 Spill Information

1. Contact information: Name and telephone number of the City employee who can respond to spill specific questions;
2. Spill location name;
3. Description and GPS coordinates where the spill originated;
4. Did the spill reach a drainage conveyance system? If Yes:
 - a. Description of the drainage conveyance system transporting the spill;
 - b. Estimated spill volume fully recovered from the drainage conveyance system; and
 - c. Estimated spill volume remaining within the drainage conveyance system;
5. Estimated total spill volume exiting the system;
6. Spill date and start time;
7. Spill cause(s)
8. System failure location
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of how the volume estimation was calculated, including, at minimum:
 - a. The methodology and type of data relied upon, including SCADA records, flow monitoring, or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - b. The methodology and type of data relied upon to estimated the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;
11. Description of implemented system modifications and operating/maintenance modifications.

Recordkeeping of Individual Lateral Spill Information

1. Date and time the Enrollee was notified of, or self-discovered, the spill;
2. Location of individual spill;
3. Estimated individual spill volume;
4. Spill cause(s);
5. Description of how the volume estimations were calculated.

Total Annual Spill Information

1. Estimated total annual spill volume;
2. Description of spill corrective actions, including at minimum:
 - a. Local regulatory enforcement action taken against the sewer lateral owner in response to a spill, as applicable, and
 - b. System operation, maintenance and program modifications implemented to prevent repeated spill occurrences at the same spill location.

Sewer System Telemetry Records

Electronic monitoring records relied upon for documenting spill events and/or estimating spill volume discharged, including:

1. Supervisory Control And Data Acquisition (SCADA) systems;
2. Alarm System(s);
3. Flow monitoring devices or other instruments used to estimate wastewater levels, flow rates, or volumes;
4. Computerized maintenance management system records; and
5. Asset management-related records.

Recordkeeping for Water Quality Sampling

If water quality samples are required by an environmental or health regulatory agency or State law or if voluntary monitoring is conducted by the City or its agent(s) as a result of any spill, records of monitoring information shall include:

1. The date, exact place, and time of sampling or measurements;
2. The individual(s) who performed the sampling or measurements;
3. The date(s) analyses were performed;
4. The individual(s) who performed the analyses;
5. The analytical technique or method used; and
6. The results of such analyses.

SSMP Implementation

WGW Operations shall maintain records documenting the implementation of its SSMP, including documents that support audits, corrections, modifications, and updates to the SSMP.

Audit Records

WGW Operations shall maintain, at minimum, the following records:

- Completed audit documents and findings;

- Name and contact information of staff and/or consultants that participated in the audit; and
- Follow-up actions based on audit findings.

Equipment

WGW Operations shall maintain a log of all owned and leased sewer system cleaning, operational, maintenance, construction, and rehabilitation equipment.

Work Orders

WGW Operations shall maintain record of work orders for operations and maintenance projects.

6.14 Equipment

Tools and Equipment inventory:

Table 21: Equipment

Item	Quantity	Comments
Combination Hydroflush Truck by Vactor	2	#8748, 2015 FREIGHTLINERS #8747, 2015 FREIGHTLINERS
Hydrojetter Truck	1	#8791, 2017 FORD
Lead Service Truck	1	#8723, 2017 PETERBILT
Lateral Maintenance Vans	2	#7509, 2015 FORD #7215, 2017 FORD
Supervisor Truck	1	#8721, 2010 FORD
Dump Truck	2	#8802, 2003 GMC 5 yard #8725, 2008 PETERBILT 10 yard
HEO Backhoe	1	#8738, 2008 CATERPILLAR
Inspection CCTV Van	1	#8793, 2004 FORD video from 6" to 24" main lines
Inspection Cameras	6	Used as an assessment and inspection tool
Emergency Trailer	1	Located in MSC
Shoring Trailer	1	Located in MSC. Used for deep trenches.
6" Pump	1	Located in MSC
2" Pump	3	Located in MSC
Snake/ Rooter Machine	4	Mechanical pipe cleaner. Cuts roots and debris.
Mini Snake/ Rooter Machine	1	Mechanical pipe cleaner. Cuts roots and debris.
Smoke Machine	1	Located in MSC
Spill Control Rubber Dam	2	Placed inside wastewater service vehicles
Spill Control Rubber Mat	4	Placed inside wastewater service vehicles
Gas Detector	20	Used to detect dangerous gases
Metal Detector	5	Used to locate parts of the Wastewater Collection System
4" to 6" Pipebursting machine	1	Used for trenchless pipe replacement

6.15 Spill Response Training

Training includes City-specific issues, such as operation of its key pieces of equipment, as well as general safety and operational issues, the SSMP including the Spill Emergency Response Plan and spill response procedures practice drills. The City uses both contracted and in-house training services and requires training or certification of conformance of training of contractors on its SERP and spill response procedures.

Initial and Annual Refresher Training

The City uses a combination of in-house classes, on-the-job training, conferences, seminars, and other training opportunities to provide technical training for its wastewater collection system staff. Vendors provide training for new tools or equipment. A portion of bi-weekly tailgate meetings are dedicated to training on various wastewater topics. These short meetings prior to the start of the day’s field work provide the opportunity for quick discussions of short topics related to specific collection system operations issues. The sources of technical training and training materials for the City’s wastewater collection staff are listed in **Table 21** and **Table 22**.

Table 22: Training Resources (Conferences, Seminars, and Courses)

Sponsor	Event	Timeframe	References
California Water Environment Association (CWEA)	State Conference	April	www.cwea.org
	Northern Regional Safety Conference	September	
	Santa Clara Valley Section Meetings & collections training events & classes	Monthly	
CWEA - San Francisco Bay Area section	Meetings and collections training events & classes	Monthly	www.cwea.org
Bay Area Clean Water Association (BACWA) Collection Systems Committee	Collection System Committee meetings	Monthly	www.bacwa.org

Table 23: Training Resources (Materials)

Sponsor	Materials	Reference
California State University, Sacramento	Videos, manuals, home study courses	www.owp.csus.edu

Other potential sources of training include the Water Environment Federation specialty conferences on collection system operations, webinars and publications that support sewer system education and training including the City’s risk management and insurance program pools that provide specific risk-based training for claims and risk reduction.

City staff receives annual training on the following topics: volume estimation, storm water pollution prevention, confined space entry, biological and chemical hazards, Vector safety, underground construction, gas detector use, application of overflow control materials, back injury prevention, overflow reporting and field documentation, and the content and procedures of the SSMP. In addition, the City provides free training and seminars on various professional development topics including computer applications, writing, and communication skills.

Individual training records are documented and maintained by the City's Department of Human Resources.

Spill Response Drills

Periodic training drills should be held to ensure that employees are up-to-date on the procedures, the equipment is in working order, and the required materials are readily available. The training drills should cover scenarios typically observed during sewer-related emergencies (e.g. mainline blockage, mainline failure, force main failure, pump station failure, and lateral blockage). The results and the observations during the drills should be recorded and action items should be tracked to ensure completion.

Spill Response Training Record Keeping

Records should be kept of all training that is provided in support of this plan. The records for all scheduled training courses and for each overflow emergency response training event and should include date, time, place, content, name of trainer(s), and names of attendees.

Contractors Working on City Sewer Facilities

All Contractors working on City sewer facilities will be required to develop a project-specific SERP that is subject to City approval. All contractor personnel will be required to receive training in the contractor's SERP and to follow that SERP in the event that they cause or observe a spill.

6.16 Annual Review of SERP

The Wastewater Operations Manager, or designee, shall annually review and assess the effectiveness of the Spill Emergency Response Plan. Upon completion of the review, the SERP shall be updated as soon as reasonably practicable.

Element 7: Sewer Pipe Blockage Control Program

Statewide Waste Discharge Requirements

The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags, and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed. The procedures must include, at minimum:

- An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;
- A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;
- The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;
- Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements;
- Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;
- An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and
- Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.

7.1 FOG Program Goals

The City of Palo Alto implements a FOG Control Program due to the significant number of FOG-generating FSEs in the City. The benefits of a FOG Control Program include FOG discharge prevention to the sanitary sewer and storm drain systems, storm drain pollution prevention from spills and FSE practices, reducing the number of FOG-related spills, improving public health and safety, avoidance of overflow-related fines, minimizing property damage claims, reducing sewer maintenance costs, and improving the FSE business environment. The primary goal of the FOG program is to reduce the number, severity and frequency of spills linked to FOG and to reduce the environmental impacts and the costs associated with spill cleanup.

Since 1996, the City began development a food service program to include appropriate SUO provisions, site inspection procedures, enforcement action procedures, BMPs for FSEs, outreach and education. The FOG Program began during the second half of 2006 with the addition of a full time FOG Program Investigator. In 2008, the program enhanced its data management system to track inspections, follow-up letter enforcement and storm drain program inspections as they relate to FSEs.

7.2 Outreach

7.2.1 Regional Outreach

During 2014, the Bay Area Pollution Prevention Group (BAPPG) promoted proper disposal of kitchen fats, oils, and grease on Bay Area Univision Spanish radio stations between Thanksgiving week and New Year's Day. Univision aired a total of 73.3 paid radio spots (48 – 60 second and 20 – 30 second) on radio stations KSOL and KBRG. Additionally, Univision broadcasted 220 paid audio streaming ads on their radio website (www.univision.org) featuring a banner directing the audience to www.baywise.org with more than 580 thousand gross impressions. Univision also included complimentary PSAs on KSOL, KBRG and KVVF. The campaign included a total of 288 spots making 1.74 million gross impressions at a cost of \$0.0042 per impression.

7.2.2 Residential Outreach

Outreach for residents continues to be an important component of the FOG program. In past years the RWQCP focused on providing residents with helpful tools, such as free grease scrapers, and utility bill inserts with disposal information of cooking oil and grease. In 2012 specific residential areas were targeted for outreach where more multi-family residential buildings existed and older neighborhoods that had continually high spill counts. In 2013 a seasonal utility bill insert was mailed that included information about HHW dates and disposal of used cooking oil and grease, especially from deep fryers for turkeys. Residents are able to dispose of their unwanted cooking oil at the weekly HHW events. Utility bill inserts continue to include HHW information and the importance of proper grease disposal. Outreach efforts are further detailed in the City's annual Clean Bay Plan report.

7.3 FOG Disposal

Adequate disposal options for FOG are available in the region.

7.3.1 Acceptance at RWQCP and Maximizing Energy Recovery

During 2008, City staff investigated the FOG acceptance procedures at the RWQCP. The goal was to evaluate the potential to receive all hauler loads associated with the Grease Waste Hauler Contract in the City of Palo Alto and possibly other Cities in the RWQCP's service area, which would include non-contracted haulers. At the present time, there is limited capacity for accepting more than the current amount of approximately 6,000 gallons of grease waste hauler loads per day. The RWQCP's acceptance of GCD waste material cannot exceed 130,000 gallons per month or 1.56 million gallons per year.

The RWQCP Long-Term Facilities Plan discussed the benefits of adding FOG to digesters, if digesters are chosen as a biosolids handling technology. FOG addition can significantly increase energy production.

7.3.2 Coordination/Data Management

During 2008, City staff investigated the FOG acceptance procedures at the RWQCP. The goal was to evaluate the potential to receive all hauler loads associated with the Grease Waste Hauler Contract in the City of Palo Alto and possibly other Cities in the RWQCP's service area, which would include non-contracted haulers. At the present time, there is limited capacity for accepting more than the current amount of approximately 6,000 gallons of grease waste hauler loads per day. The RWQCP's acceptance of GCD waste material cannot exceed 130,000 gallons per month or 1.56 million gallons per year.

The RWQCP Long-Term Facilities Plan discussed the benefits of adding FOG to digesters, if digesters are chosen as a biosolids handling technology. FOG addition can significantly increase energy production.

7.4 Legal Authority

Chapter 16.09 of the Palo Alto Municipal Code (SUO) provides the legal authority to regulate FOG discharges to the sewer system. The SUO has specific grease control requirements for Food Service Establishments.

Table 23 contains a summary of the SUO provisions pertinent to FOG control.

Table 24: Sewer Use Ordinance Provisions for FOG Control

Provision	Palo Alto Municipal Code Reference
Prohibitions	16.09.035
Standards	16.09.040
Grease Disposal Prohibited	16.09.050
Unpolluted Water	16.09.055
Standards for Other Industrial Wastes	16.09.060
Best Management Practices	16.09.065
Trucker’s Discharge Permit	16.09.070
Food Service Establishments	16.09.075
Reporting Requirements for all Permitted Dischargers	16.09.135
Requirements for Reporting Noncompliance, Increased Loading, Slug Discharges, Accidental Discharges	16.09.140
Storm Drains – Prohibited Discharges	16.09.165
Requirements for Construction Operations	16.09.170
General Prohibitions and Practices	16.09.175
Requirements for Newly Constructed, Remodeled or Converted Multi Residential, Commercial and Industrial Facilities	16.09.180
Enforcement – Notice of Non-Compliance	16.09.245
Enforcement – Administrative Compliance Order	16.09.250
Enforcement: Criminal Penalties	16.09.255
Enforcement – Administrative Citation	16.09.260
Enforcement – Administrative Civil Penalties	16.09.265
Enforcement – Judicial Civil Penalties	16.09.270
Damage to Facilities	16.09.275
City Right to Terminate Discharge	16.09.280

References: Palo Alto, California Municipal Code Ordinance No. 5561, passed September 27, 2022.

7.5 Source Control

The City has several high density and high volume restaurant areas including Downtown, Midtown, and the California Avenue Business District, which are known hotspots for collection system impacts related to FOG discharge. There are also several smaller clusters of FSEs and individual restaurants that warrant FOG controls. These areas and specific FSEs have been the primary targets for increased inspection, enforcement, and preventive cleaning.

The partner cities to the RWQCP (City of Mountain View, City of Los Altos, East Palo Alto Sanitary District, Town of Los Altos Hills, and Stanford University) remain responsible for their collection systems, SSMPs and FOG Control Programs. The City of Palo Alto will continue to support the satellite systems as needed with creation of outreach materials, training, and assistance with FSE inspections.

The City's FOG Program staff in Public Works – Environmental Services manages plan check and specifications for newly constructed and remodeled FSEs to ensure items required by the Palo Alto Municipal Code and Uniform Plumbing Code are completed prior to approval of building permits. Grease-generating drainage fixtures must be connected to a grease control device (GCD). Non-grease generating drainage fixtures including hot discharge equipment can be connected directly to the sanitary sewer system. When drainage fixtures are properly plumbed and the GCDs are properly maintained, there should be very little to no FOG discharging to the sanitary sewer system. Improperly plumbed pipes and drainage fixtures are generally associated with FOG buildup downstream, and occurrences of sewer backups or spills. The SUO includes a requirement for undesignated retail spaced, ensuring that new buildings must retrofit to meet the requirements if an FSE is in a new building's undesignated retail space.

New buildings constructed to house food service establishments are required to include a covered area for trash, recycling, tallow (used oil) and compostable. The area is designed to prevent water run-on to the area and runoff from the area. Drains that are installed within the enclosure for recycle and waste bins, dumpsters, and tallow bins (used oil containers) serving food service facilities are optional. Any such drains installed must be connected to a GCD and the sanitary sewer. If tallow is to be stored outside, then an adequately sized, segregated space for a tallow bin must be included in the covered area.

7.6 Inspections

There are over 300 FSEs in the City of Palo Alto. The FOG program includes comprehensive inspections and enforcement. Inspections of FSEs occur on a routine basis, and the City conducts more frequent inspections and enforcement where necessary based upon FSE performance. The Clean Bay Pollution Prevention Plan includes the goal of inspecting at least one-third of the FSEs each year.

The City's main goals for FSEs are to have GCDs maintained frequently enough to prevent FOG from escaping from GCDs and entering the sanitary sewer system, ensuring drainage fixtures are correctly plumbed, keeping a maintenance log for GCDs, not to wash kitchen equipment or discharge wastewater to the storm drain system, and to maintain the tallow bin and trash areas free of FOG and debris.

The FSEs are categorized by their potential to contribute FOG to the sanitary sewer or storm drain system. Facilities located in hot spots or that have otherwise been problematic are addressed first and receive more frequent inspections. FSEs are prioritized in one of the following categories:

- Problem FSEs in hot spots
- Problem FSEs not in hot spots
- FSEs in hot spots
- FSEs that have only had minor issues in the past
- FSEs with potential to generate FOG
- FSEs without significant potential to generate FOG (juice bars, coffee shops, etc.)

Experience has shown that some facilities will frequently not meet all requirements and will need ongoing attention. These facilities will be re-visited as necessary. Facilities that demonstrate compliance will receive less attention. During the inspections, the FSE is ranked on a scale of 1 (worst) to 5 (best) on their compliance with BMPs and ordinance requirements. BMPs include:

- Removing food waste from preparation and service items prior to washing and disposal in the trash or food scrap container (dry wipe pots, pans, and dishes before washing);

- Installing drain screens in all sinks, drains, floor drains, floor sinks, dishwashers, etc. Clean screens frequently into the trash or food scrap container;
- Cleaning water from floors, floor mats, exhaust hoods, large kitchen equipment, trash, recycling, tallow containers, or other dishwashing not done in a dishwasher, should be directed to the GCD prior to discharge, including outdoor cleaning;
- Maintain exhaust hood and vent grease collections devices, including those on roofs, in hoods and removable filters to prevent spills and overflows;
- Dispose of waste oil/grease in a tallow receptacle that is kept free of spills, and closed with a lid;
- Prevent storm water pollution by keeping waste containers and surrounding area covered, clean and free of FOG and food residue, debris and leaks; and
- Cleaning up spills using dry methods first (sweeping, rags, absorbent material that are disposed in the trash), then mop and bucket. Mop water is discharged through the GCD.

FSEs that cause problems in the sanitary sewer, storm drain systems or have violations of their BMPs are rated 1 or 2 depending on their location. The problematic facilities that rank 1 or 2 have one of more of the following issues:

- Experienced back-ups or overflows;
- Contributed to FOG build up in the sanitary sewer (identified by CCTV or cleaning records);
- Unresolved compliance issues;
- Failed to follow the proper BMPs;
- Failed to keep records;
- Had storm drain violations; and/or
- Failed to comply with verbal or written directives.

The City receives updated lists of FSEs from the County of Santa Clara, Department of Environmental Health and the Consumer Protection Division. Not all of the facilities on the list require an inspection by the City, as many are farmer's markets, gas stations and general food vendors. In addition, staff attends weekly Development Review Committee meetings and is routed building plans for buildings that include FSEs.

The program includes different inspection types including FSE storm drain system inspections, full FSE FOG inspections, and GCD building inspections. Efforts are concentrated in areas of known problems and facilities with historical issues or known potential to discharge grease. Enforcement actions include Verbal Warning, Warning Letters, Notices of Non-compliance, Compliance Agreements and Administrative Citations consistent with the Enforcement Response Plan (ERP) for either wastewater or storm water violations.

During FSE inspections, outreach materials are distributed as appropriate. The BAPPG funded CalFOG to create a poster that is available in English, Spanish, Korean, Chinese, and Vietnamese.

In addition to the posters, BAPPG created food scrapers with the RWQCP's insignia and local disposal contact info from www.cleanbay.org and a phone number. These food scrapers are BMP tools to help scrape off any remaining food and FOG waste into the trash prior to rinsing kitchen items. Food scrapers are generally distributed to FSEs during inspections.

In 2012, FOG Program staff created a fact sheet detailing the requirements for FSEs. This fact sheet is provided to FSEs during the permitting process to ensure that all are aware of the SUO requirements and enforcement response plan as well as other requirements such as the ban on Expanded Polystyrene (EPS) takeout containers and single use plastic checkout bags.

City staff educates the FSE management and staff on ordinance requirements and BMPs to the extent practical during inspections. If a violation is observed, the inspector issues enforcement consistent with the Enforcement Response Plan. For FSE's that do not achieve compliance, enforcement will be escalated according to the appropriate Enforcement Response Plan (Pretreatment or Storm water).

During the FSE storm drain system inspections compliance with storm drain regulations is assessed. Outdoors cleaning of kitchen equipment, dumping of mop water, and poor housekeeping around trash compactors, trash bins and tallow bins are addressed. Outreach materials, including those developed by the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) are distributed to FSE's during inspections and with follow-up Letters as appropriate.

7.7 Compliance

Inspections and enforcement are described in the City's annual Clean Bay Plan report located on the Public Works, Environmental Services Publications and Reports website at <https://cleanbay.org/publications-permits/>.

7.8 Rags and Debris

If the Wastewater Operations Department can confirm the source of rags and debris in a sewer lateral or sewer main, the Wastewater Operations crew will try to contact the responsible party and inform them of the violation. If the responsible party cannot be reached, then a "Sewer Lateral Blockage Investigation" will be filled out accordingly and left at the premise.

Element 8: System Evaluation, Capacity Assurance and Capital Improvements

Statewide Waste Discharge Requirements

The Plan must include procedures and activities for:

- Routine evaluation and assessment of system conditions;
- Capacity assessment and design criteria;
- Prioritization of corrective actions; and
- A capital improvement plan.

8.1 System Evaluation and Condition Assessment

The Plan must include procedures to:

- Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;
- Identify and justify the amount (percentage) of it's system for its condition to be assessed each year;
- Prioritize the condition assessment of system areas that:
 - Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;
 - Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;
 - Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List;
- Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection methods;
- Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;
- Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and
- Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes,

Statewide Discharge Requirements

8.2 Capacity Assessment and Design Criteria

The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- Dry-weather peak flow conditions that cause or contributes to spill events;
- The appropriate design storm(s) or wet weather events that causes or contributes to spill events;
- The capacity of key system components; and
- Identify the major sources that contribute to the peak flows associated with sewer spills.

The capacity assessment must consider:

- Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;
- Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;
- Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;
- Increases of erosive forces in canyons and streams near underground and aboveground system components due to larger and/or higher-intensity storm events;
- Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and
- Necessary redundancy in pumping and storage capacities.

8.3 Prioritization of Corrective Action

The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.

8.4 Capital Improvement Plan

The capital improvement plan must include the following items:

- Project schedules including completion dates for all portions of the capital improvement program;
- Internal and external project funding sources for each project; and
- Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and Interagency coordination with other impacted utility agencies.

8.1 System Evaluation and Condition Assessment

The City of Palo Alto's Sanitary Sewer CIP plan is based on the 2004 Wastewater Master Plan, CPA's Wastewater Operations' identified deficiencies (repairs or replacements), and CCTV evaluation and assessment. The WGW Engineering Department is currently in the process of procuring another contractor to complete and updated Master Plan Study. Since the updated plan is not available currently, the Wastewater Engineering and Operations Department is utilizing the information it currently has available to evaluate and assess its system.

During 2004, an update of the Master Plan was completed by MWH Americas titled, “Wastewater Collection System Master Plan – Capacity Assessment”, March 2004 (Master Plan) and approved by the City Council. The Master Plan evaluated the effectiveness of the previous 1988 Master Plan Study completed by CDM. It included a model of the collection system and an evaluation of the ability for the system to convey existing and future peak flows from a 5-year design storm, along with identification of areas with limited capacity and the need for system improvements and rehabilitation. Collection system improvements were designed for a 20-year design storm.

The City requires all new developments, on a case by case basis, that propose to connect to the City system, to provide capacity evaluations to determine that the existing system can transmit the proposed flows from the new development without exceeding the City’s design criteria from the Master Plans. If deficiencies are found, the evaluation must provide solutions to allow the addition of these expanded flows to the collection system without causing spills or system failures. This also includes capacity expansion evaluations for satellite agencies Stanford University and Los Altos Hills that currently discharge directly to and utilize capacity in the Palo Alto collection system.

8.2 Capacity Assessment and Design Criteria

The Master Plan Study was effective in identifying the capacity deficiencies and recommended appropriate CIP projects. Between 1990 and 2004, a majority of these CIP Capacity projects were designed and constructed. The 2004 Master Plan study further refined the previous study with more accurate modeling and significantly reduced the number of remaining capacity projects, which allowed us to refocus our attention on I/I CIP projects. Since 2004, the remaining CIP projects identified in the 2004 Master Plan, which addressed current capacity deficiencies, have been completed. See Section 5.1 for WW Design Standards governing design and construction methods.

8.3 Prioritization of Corrective Action

The City’s WGW Engineering Department is in the process of procuring a consultant to perform the Master Plan Study. Upon completion of the Master Plan Study the WGW Engineering and Operations Department will collaborate to create a plan that prioritizes corrective action throughout the sewer system.

8.4 Capital Improvement Plan

Projects in the 2004 Master Plan Study were broken into three groups, phases ‘A’, ‘B’, or ‘C’. The ‘A’ group consists of high priority projects. The ‘B’ group corrects relatively minor deficiencies. The ‘C’ group identifies potential future deficiencies. The groups relate to surcharge levels of the hydraulic grade line determined by the collection system model. The Master Plan identified eight locations where capacity-related improvements were required, generally in small diameter pipelines. These eight improvement projects have since been completed. The City is in the process of contracting a new vendor to complete an updated Master Plan Study which will include a capacity assessment and new recommendations for CIP.

The Wastewater Enterprise Fund, which is predominately funded by collection system sewer service charges, is the source of revenue for the annual CIP sewer rehabilitation projects. The funding is distributed among three operations: WGW Engineering, Customer Services and WGW Operations. **Table 24** shows this distribution.

Table 25: Sources of Annual Funding for Sanitary Sewer Rehabilitation

Funding Source	Responsible City Division
General Equipment and Tools	WGW Engineering
Sewer System Extensions – new laterals and pipelines	Customer Services Division
Sewer Lateral/Manhole Rehab/Replacement	WGW Operations
Wastewater System Improvements	WGW Operations; WGW Engineering
Annual WW Collection System Rehabilitation	WGW Engineering
Annual O&M WGW Operations Contractual Line Item	WGW Operations

The sewer system rehabilitation and replacement projects are included in the City’s Five Year Capital Improvement Program (CIP). The annual expenditures for the City’s CIP, which totals an average of \$3 million to \$4 million annually for wastewater collection system rehabilitation and replacement, are shown by program in **Table 25**.

Table 26: Five-Year Capital Improvement Plan

Program	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL
New Manholes/ Replacement	\$800,000	\$1,325,000	\$850,000	\$875,500	\$900,000	\$4,750,000
Pipeline Rehabilitation/ Augmentation	\$4,130,000	\$0	\$1,650,000	\$3,550,000	\$1,650,000	\$9,495,000
System Improvements	\$200,000	\$500,000	\$500,000	\$500,000	\$200,000	\$1,900,000
General Equipment and Tools	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
TOTAL	\$5,180,000	\$1,875,000	\$3,050,000	\$4,975,000	\$2,800,000	\$17,880,500

The funds that support the Capital Improvement Program come from the City’s Sewer Fund. The Sewer Fund is an enterprise fund that includes annual sewer service charges, connection fees and interest. Additional funding from the Utilities Operations, operations and maintenance budget is made available for emergency repairs and lateral replacement, which is administered by Utility Operations.

8.4.1 Schedule

The annual projects include between 15,000 and 25,000 linear feet of pipe and associated manholes and attached lower laterals. The current capacity deficiencies identified in the 2004 Master Plan Study have all been constructed. An on-going 5-year CIP plan addresses and other maintenance issues typically replacing lines in place. **Figure 7** from the City’s five-year Capital Improvement Program identifies approximately 75% of the line segments that are to be rehabilitated in the next five years. The remaining 25% are line segments that will be identified during the design phase. All projects are currently being or will be designed and implemented by WGW Engineering on an annual CIP Project Plan basis as detailed in **Figure 7**. All line segments represent sewer mains in the street blocks shown. The project usually takes a year after the start date to complete.

The City has rehabilitated approximately 34% of the 217 miles of sanitary sewer system to date and expects to add an additional 20 to 25 miles of rehabilitation in the next five years. **Figure 7** identifies those lines that have been rehabilitated or replaced up to 2019.

Figure 7: Proposed Pipeline Replacement and Rehabilitation 2015-2019.



Version: 2/19/21 02:56:31 PM
 Wastewater Collection System ISMP Planbook or Replace Mains up to 2015 (no-replacementmain@percivilworks.com)

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Element 9: Monitoring, Measurement and Program Modifications

Statewide Waste Discharge Requirements

The Plan must include an Adaptive Management section that addresses Plan implementation effectiveness and the steps for necessary Plan improvement, including:

- Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;
- Monitoring the implementation and measuring the effectiveness of each Plan Element;
- Assessing the success of the preventive operation and maintenance activities;
- Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and
- Identifying and illustrating spill trends, including spill frequency, locations, and estimated volumes.

9.1 Maintenance of Relevant Data

The City of Palo Alto Utilities staff track relevant information that is used to establish and prioritize appropriate SSMP activities. Field data such as pipe cleaning and inspection frequencies, spills, and lateral replacements are tracked in Sedaru and/or other systems (for example GIS). On a monthly basis, the Business Analyst and the Operations Manager and Utilities Supervisor generate monthly reports to monitor and evaluate the effectiveness of the City's collection system operation. The monthly report is also discussed with WGW Engineering staff at the regular monthly meetings.

SSMP Audit findings should also be used to determine plan modification and prioritization. Details regarding the SSMP internal audits can be found in Element 10 of the SSMP.

9.2 Monitoring and Assessment

The City has selected certain performance indicators to assess the effectiveness of the SSMP and WGW Operations for the sanitary sewer collection system. These indicators were selected because they are straightforward, quantitative, and focused on results. Changes in the indicators over time can be used to assess the overall success of the SSMP or, conversely, to identify underlying conditions that inhibit success and necessary program revisions and changes to fully implement the SSMP. The two categories of performance indicators are listed below:

Data Regarding Implementation of SSMP Measures

- Feet of sewer main inspected with CCTV/year
- Feet of sewer main cleaned/year
- Number of lower laterals with PM activity/year
- Feet of sewer main treated for root control
- Feet of sewer main rehabilitated
- Number of lower laterals rehabilitated
- Number of FSE inspections

- Average response time for spill event (Time between City becoming aware of potential spill and First Responder arriving on site)

Data Regarding Success of Preventative Maintenance

- Spill Rate (Spills/100 miles/year);
- Number of spills for each cause (roots, grease, debris, pipe failure, capacity, lift station failures, etc);
- Median spill volume (gallons)'
- Percentage of spills greater than 100 gallons; and
- Percentage of total spilled sewage reaching surface water.

9.3 Performance Data

Table 26 contains the specific annual performance goals associated with the collection system work. The City’s Business Analyst produces monthly and annual performance reports, which will provide the data to compare to the SSMP and individual Element stated goals. The reports also presents spill performance results as certified in the State CIWQS system. This information allows the City to optimize operations in a manner that yields favorable spill performance.

Table 27: Palo Alto Annual Performance Goals

Performance Indicator	Measured Units	Goal
Feet of sewer main inspected with CCTV	Feet	52,800
Feet of sewer main cleaned	Feet	385,440
Feet of sewer main treated for root control	Feet	5,280
Feet of sewer main rehabilitated	Feet	5,280
Number of lower laterals PM’ed	Number	2,400
Number of lower laterals rehabilitated	Number	110
Number of Food Establishment Inspections	Number	200
Average response time for spill event	Time	1 Hour

Sanitary Overflow Trends Performance Indicator	Measured Units
Total Annual Spills	Number
Spill Rate	Spills/100 miles/year
Percentage of Total Spilled Sewage Reaching Surface Water	Gallons
Percentage of Spills Greater Than 100 Gallons	Percentage
Spills by Cause	Roots
	Grease
	Debris
	Pipe Failure
	Lift Station Failure
Other	
Median Spill Volume	Gallons

Adaptive Management

The City will evaluate the performance of its SSMP on a biennial basis using the performance indicators noted in Section 9.2. Any operational changes that are made to improve specific performance indicators will be documented in the SSMP Audit and reflected in the revised language of the SSMP. Element 10 discusses the SSMP Audit process in detail.

Chart Data Regarding Implementation of SSMP Measures 2012 – 2022

Figure 8: Feet of sewer main inspected with CCTV, 2012-2022

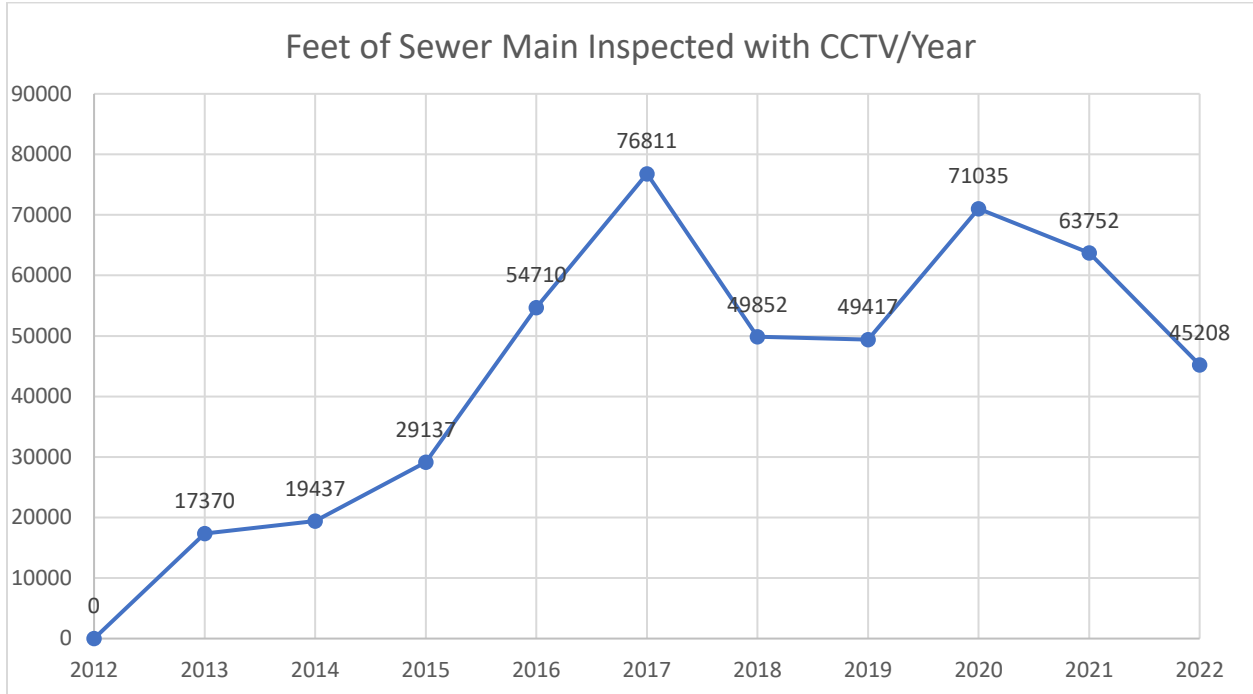


Figure 9: Feet of sewer main cleaned, 2021 – 2022

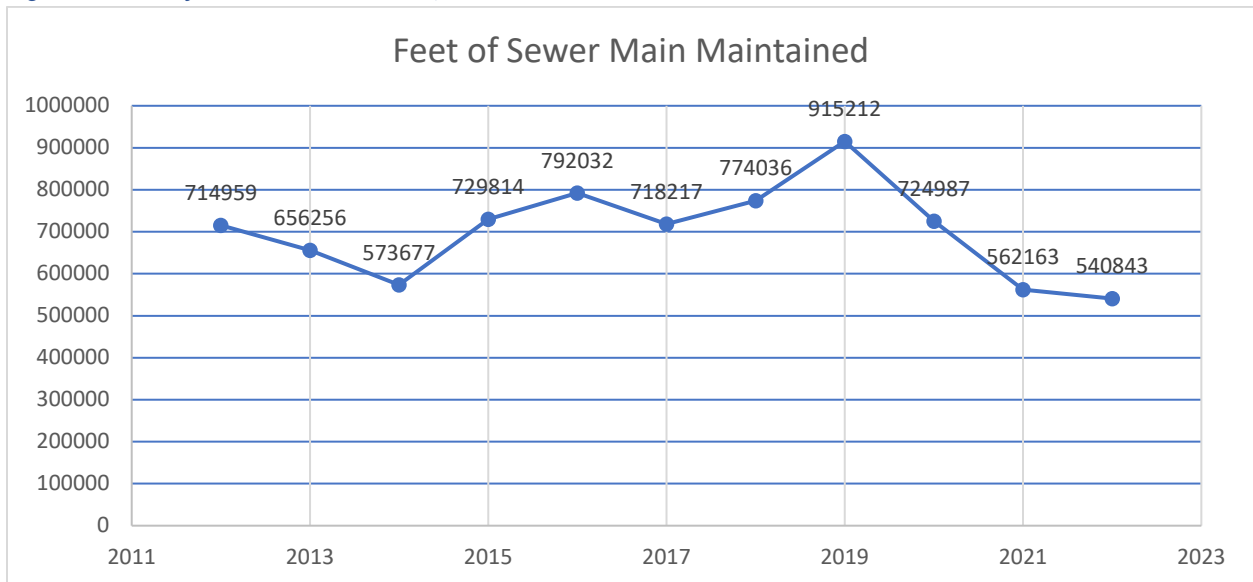


Figure 10: Number of Lower Laterals PM'ed

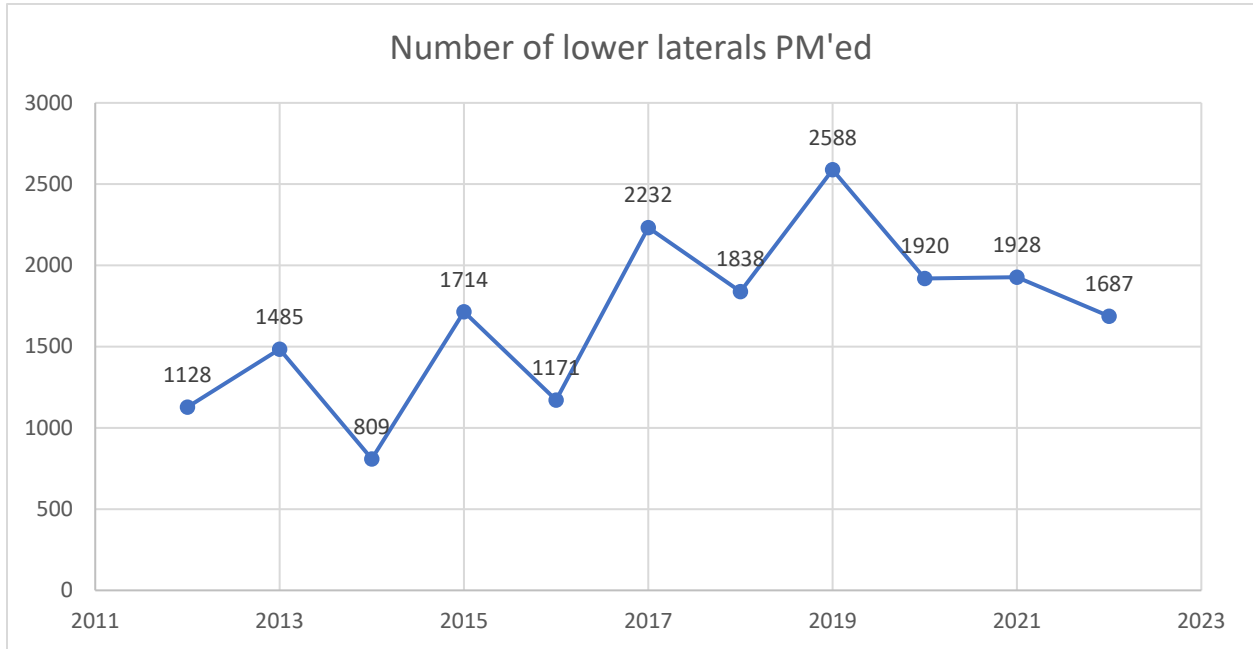
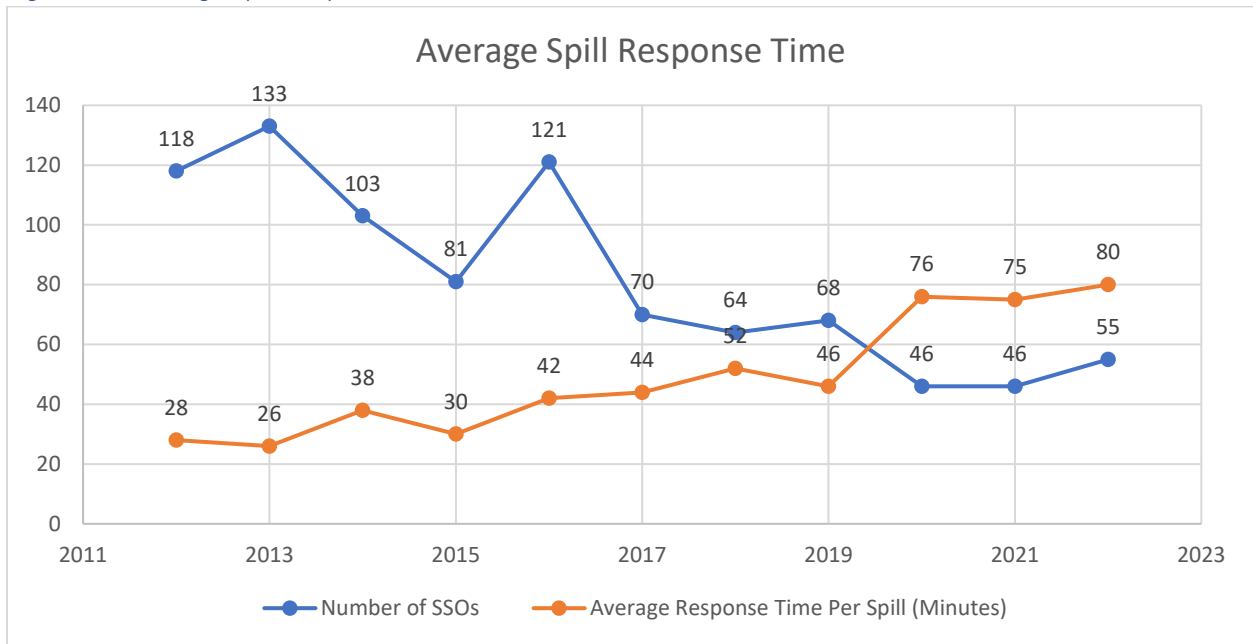


Figure 11: Average Spill Response Time



9.4 Spill Trends

Figure 12: Total Annual Number of Spills

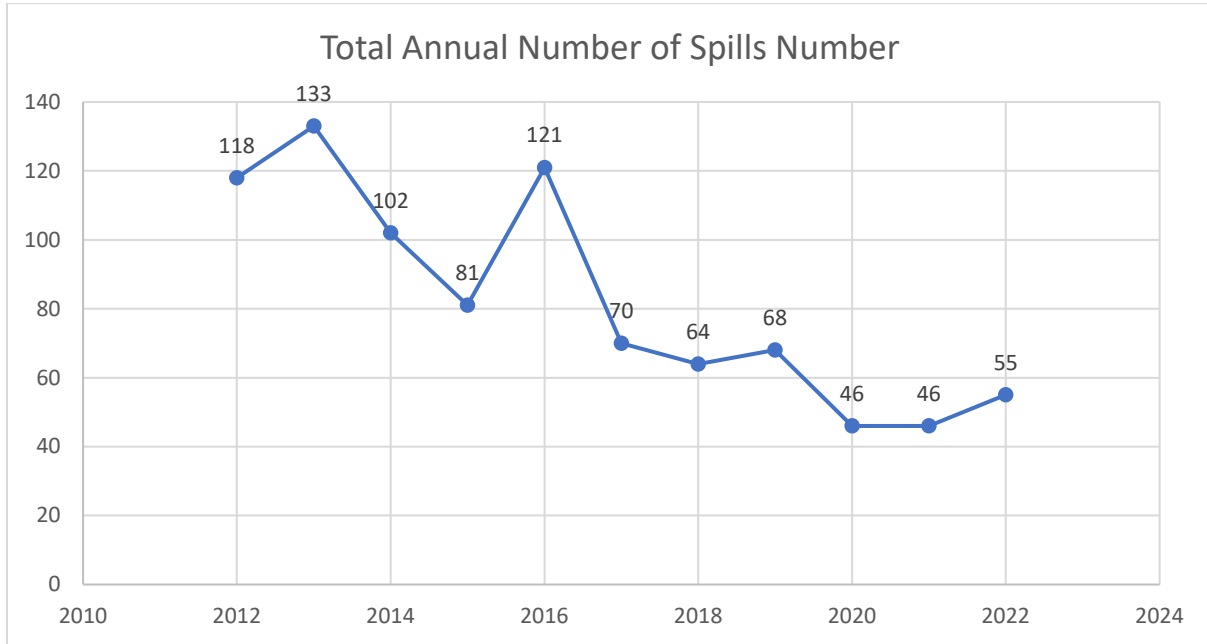


Figure 13: Median Spill Volume

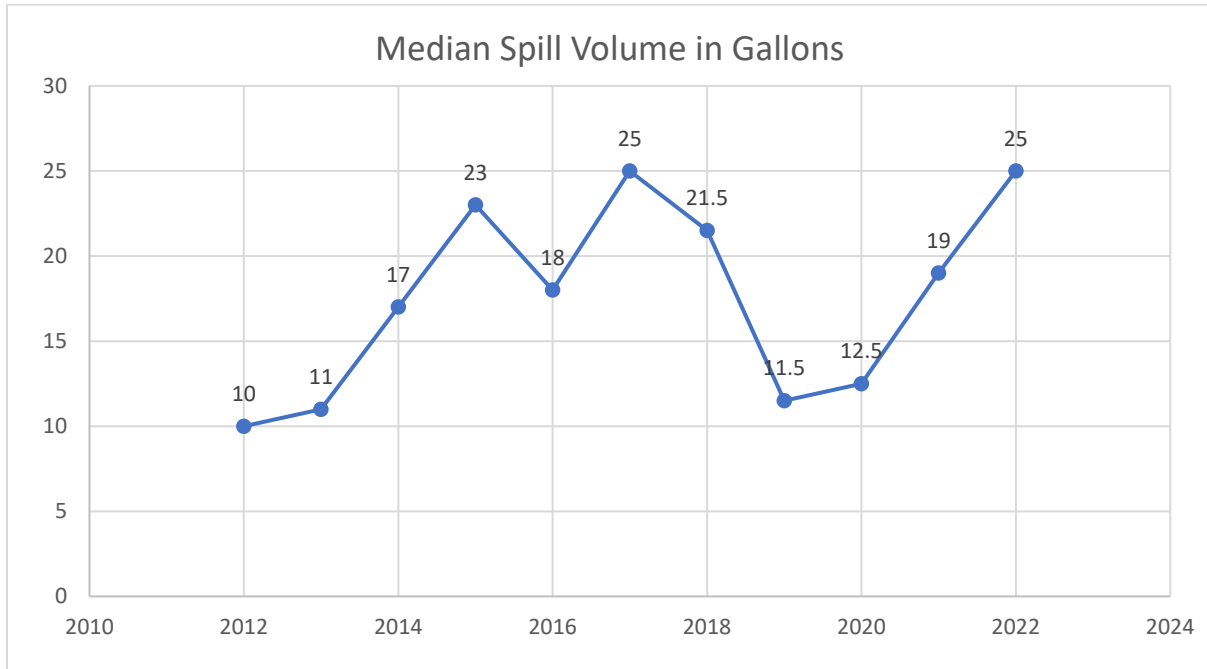


Figure 14: Percent Reached Surface Water

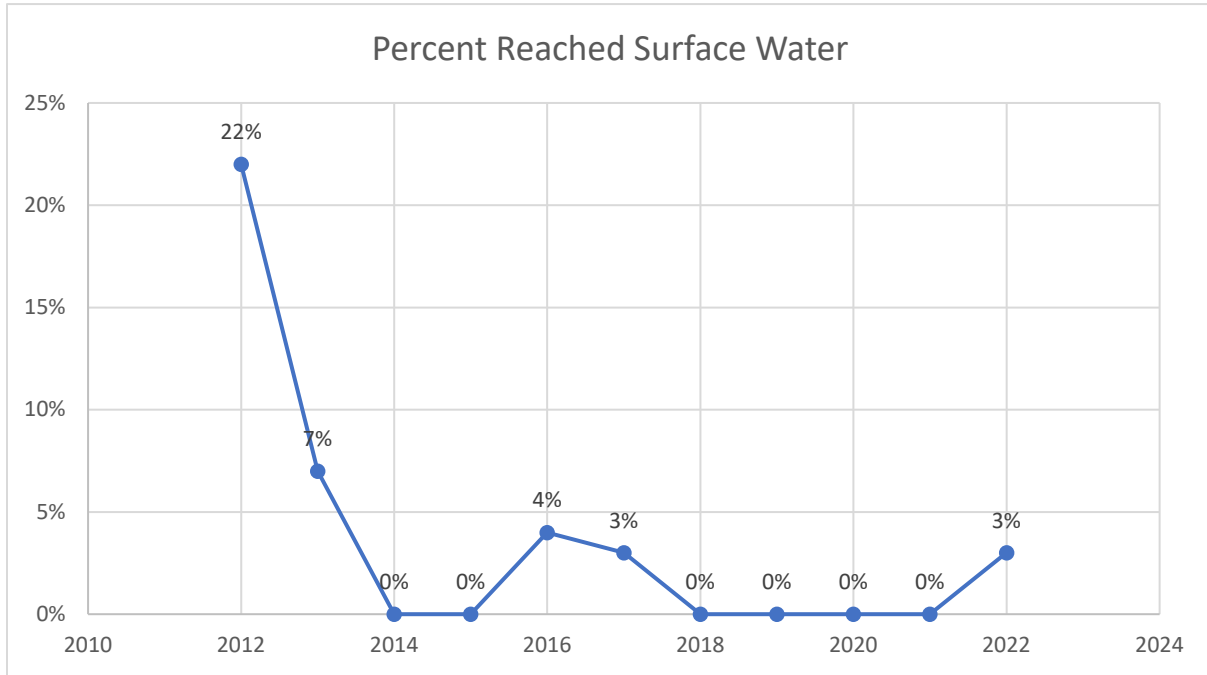


Figure 15: Percent of Spills Greater than 100 Gallons

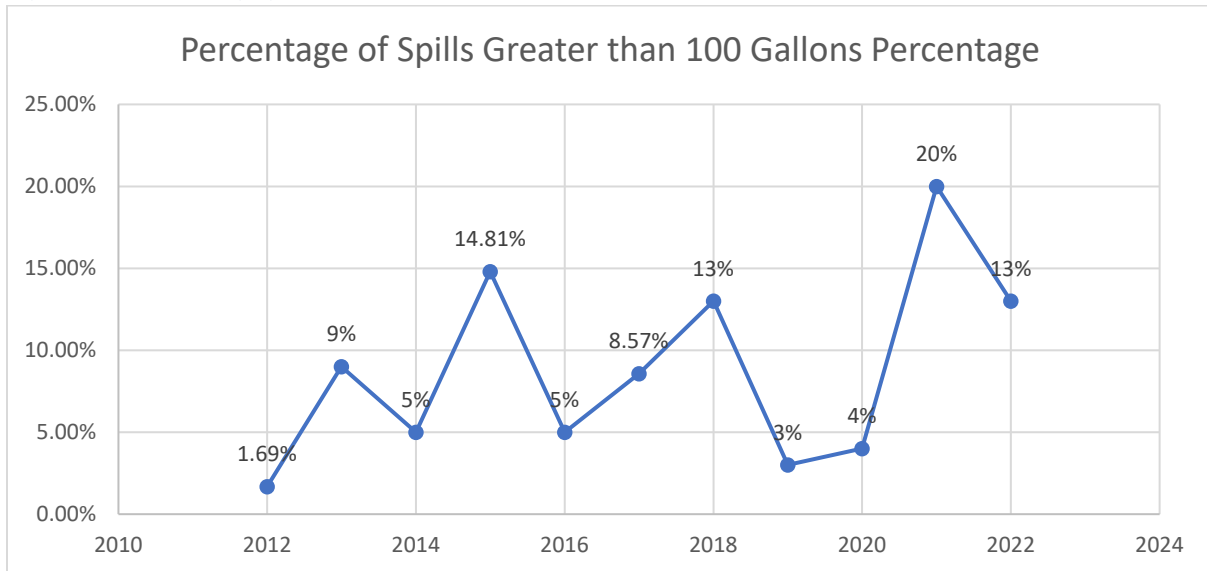
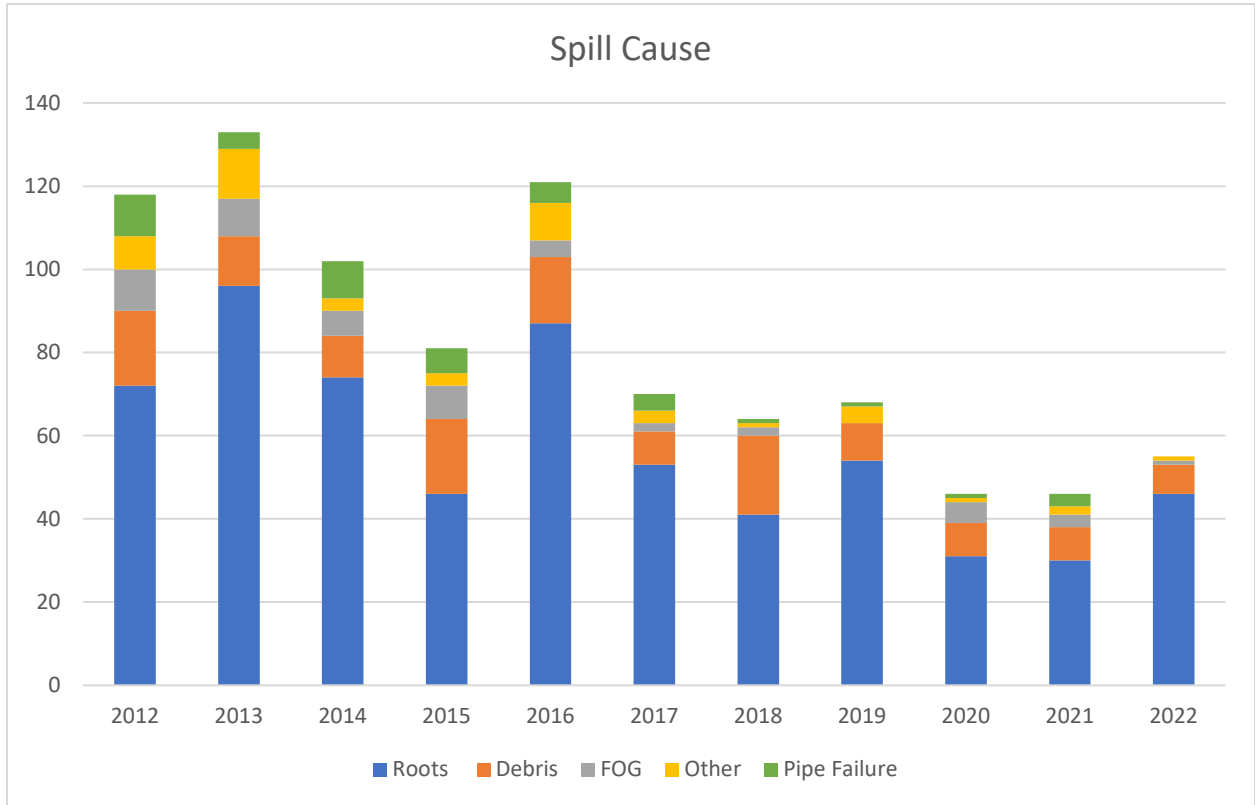


Figure 16: Spills by Cause



Element 10: Internal Audits

Statewide Waste Discharge Requirements

The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order.

Internal Audits

The reissued General Order, 2022-01-03-DWQ, requires the SSMP to be audited every three years. The audit report shall be uploaded to the online CIWQS database by six (6) months after the end of the 3-year audit period.

If the City fails to complete the audit, justification will need to be entered into the CIWQS database and sent to the Region 2 – San Francisco Bay Regional Water Quality Control Board. (Region 2’s contact information: RB2SpillReports@waterboards.ca.gov or (510) 622-2639). Failure to complete the audit within the required timeframe is not justification for non-compliance with the General Order. Therefore, the City must submit the late audit and comply with subsequent audit requirements and due dates corresponding to the original audit cycle.

The audit will include a systematic review of each SSMP element to ensure the SSMP contains current information, regulatory requirements are satisfied, and programs are effective and meeting the City goals for the operation of the collection system stated in Element 1. If updates or changes are required, the content and timeline to complete those changes are described in the audit form.

As part of the audit process, City staff will update critical information in the SSMP, such as contact information, names of the required Designated Officials and the spill response chain of communication, as needed. A comprehensive SSMP update will occur every 6 years, as required by the SSS WDR.

Changes made to the SSMP will be documented in the Change Log located in **Appendix N**.

Element 11: Communication Program

Statewide Waste Discharge Requirements

The Plan must include procedures for the Enrollee to communicate with:

- The public for:
 - Spills and discharges resulting in closures of public areas, or that enter a source of drinking water, and
 - The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.
- Owners/operators of systems that connect into the Enrollee’s system, including satellite systems, for:
 - System operation, maintenance, and capital improvement-related activities.

11.1 Public Education

Outreach and public education are an important part of the City of Palo Alto’s operations. On an annual basis, the City utilizes various media (newspaper, utility bill inserts, website and social media) to inform utility customers of various topics including sanitary sewer collection system issues. Periodically throughout the year, public outreach material on sanitary sewer lateral and cleanout maintenance tips and requirements will be published in ads in the local newspaper’s special publications, through digital online advertisements, distributed to customers through utility bill inserts, and posted on the Utilities website. The outreach material provides instructions for reporting sewer blockages and overflows to the City’s dispatch center, as well as contacting the City’s dispatch center. Additional outreach on keeping fats, oils, and greases (FOG) out of drains is distributed via these communication channels every year, typically around the fall and winter holiday seasons. The Environmental Compliance Division distributes public education materials on proper disposal and handling of the household and non-residential fats, oils, and grease.

A copy of the City of Palo Alto’s 2018 SSMP is available on the City’s web site. Subsequent updates to the SSMP will also be posted on the same website.

SSMP link: <https://www.cityofpaloalto.org/Departments/Utilities/Utilities-Services-Safety/Safety>

11.2 Public Notification of a Spill

In the event of a spill reaching surface water, contaminated water signs will be posted as needed. If notification to the public is necessary, the City of Palo Alto’s Communication Manager will be the source of information and primary point of contact for the public. Additional details and contact information can be found in Element 6.7.5.

11.3 Connected Agencies

The City has an established communication plan with the Regional Water Quality Control Plant’s (RWQCP) collection system tributary agencies. The partner agencies meet periodically with City staff to discuss various topics of mutual interest. These meetings are documented and copies of the meeting agendas are located at the WGW Operations offices.



CITY OF
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ALTO**

CITY COUNCIL STAFF REPORT

From: City Manager

Report Type: CONSENT CALENDAR

Lead Department: Utilities

Meeting Date: May 08, 2023

Staff Report: 2301-0808

TITLE

Approval of Contract Number C23186907¹ With Cratus, Inc. in an Amount Not-to-Exceed \$7,707,055 for Sanitary Sewer Replacement Project 31 (WC-19001) on El Camino Real and Page Mill Road; Authorization for the City Manager to Negotiate and Execute Related Change Orders for a Total Not-to-Exceed Amount of \$8,360,555; and Approval of Budget Amendments in the Wastewater Collection Fund; CEQA status: categorically exempt under CEQA Guidelines Sec. 15301 and 15302

RECOMMENDATION

Staff recommends that Council:

1. Approve and authorize the City Manager or their designee to execute contract C23186907 with Cratus, Inc. in an amount not-to-exceed \$7,707,055 for the Sanitary Sewer Replacement Project 31 (WC-19001) capital improvement project on El Camino Real from Page Mill Road to Cesano Court, and on Page Mill Road from Hansen Way to Ash Street.
2. Approve and authorize the City Manager or their designee to negotiate and execute one or more change orders to the contract with Cratus, Inc. for related additional but unforeseen work, which may develop during the project, the total value of which shall not exceed \$653,500 or 8.5% of the contract amount. The total authorized not-to-exceed expenditure amount is \$8,360,555, which includes the contract amount of \$7,707,055 and an 8.5% contingency of \$653,500.
3. Amend the Fiscal Year 2023 Budget Appropriation Ordinance for the Wastewater Collection Fund (requires a 2/3 vote) by:
 1. Increasing the Sanitary Sewer Replacement Project 31 (WC-19001) CIP budget by \$1,335,244; and
 2. Decreasing the Wastewater Collection Fund Reserve by \$1,335,244.

¹ Contract C23186907 <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/attachments/04-08-2023-attachment-a-c23186907-ssr31.pdf>

BACKGROUND

This project is part of the Council approved capital improvement program designed to ensure reliable wastewater services for the City of Palo Alto residents and customers, implementing high-priority rehabilitation, augmentation, and lateral replacement work that reduces inflow and infiltration of stormwater and groundwater into the collection system. Using the data from CCTV inspection and on-going routine maintenance reports provided by Utility Operations, staff has identified sewer mains on El Camino Real and Page Mill Road as needing rehabilitation. The planned areas are prioritized based on system maintenance needs, Caltrans and County of Santa Clara street improvement/re-paving projects, and the goals of the Sanitary Sewer Management Plan (SSMP).

DISCUSSION

The scope of this contract includes replacement of approximately 10,924 linear feet of sanitary sewer mains of various sizes and replacement/rehabilitation of 43 sewer manholes on El Camino Real and Page Mill Road. The sewer main on El Camino Real is of particular concern because recent camera inspections showed many sections of the pipe wall need repair. Accordingly, proceeding with the project is important to avoid the risk that the main on El Camino Real could collapse before replacement.

The existing vitrified clay pipe (VCP) mains will be replaced with high-density polyethylene (HDPE) pipe. In addition, 89 existing City-owned sewer service laterals and cleanouts will be replaced with new 4" and 6" HDPE service laterals and cleanouts. All new service laterals will be installed from the new sewer main (usually located in the street) to the new sewer cleanouts (located in a planting strip or in the sidewalk). Any excavations as part of the work will be restored in kind when construction is completed.

The project areas are within Caltrans and County of Santa Clara rights-of-way; therefore, the work will be performed in accordance with Caltrans or County encroachment permit requirements. Approximately 40% of the work under this contract is required to be performed during the night because Caltrans does not allow 2-lane closures during the day. Caltrans also limits daytime construction to 6 hours per day, typically from 9:00 AM to 3:00 PM, Monday through Friday. Work performed at night that requires 2-lane closures will be between 10:00 PM or 11:00 PM (depending on the direction of traffic) and 7:00 AM, Sunday through Thursday. No construction work will be allowed during the winter holiday period between December 22, 2023 and January 2, 2024. Caltrans also restricts construction one workday before and after State-observed holidays. The construction period for each block will vary depending on the construction method and the extent of work to be done.

Critical Project Timeline

Caltrans plans to start a street improvement project in late summer 2023 to repave El Camino Real which overlaps the boundary of SSR 31. It is critical to start the sewer main replacement project by July or August to stay ahead of Caltrans' paving schedule to avoid digging up newly paved streets. Utilities Operations performed CCTV inspection of the existing sewer mains on El

Camino Real and confirmed that these mains are at a greater risk of failure over the next few years due to structural defects such as broken or missing sections of pipes.

Prequalification

California Public Contract Code section 20101 and City Policy and Procedure 1-44 (Prequalification of Contractors) permit public agencies to pre-qualify prospective bidders on public works projects for a single project or for a one-year period, in order to determine whether bidders demonstrate the quality, financial fitness, capacity, and experience to perform work successfully and on time. Public agencies may use model questionnaires and rating guidelines created by the California Department of Industrial Relations, or they may customize them to suit their specific needs for each project.

Staff worked with the City’s attorneys to modify the DIR’s questionnaire and rating system, using objective criteria applied uniformly to each prospective bidder. On December 5, 2022, staff posted a notice inviting general contractors to submit prequalification questionnaires through the City’s eProcurement system. The invitation was open for 25 calendar days. On December 29, 2022, thirteen general contractors submitted prequalification questionnaires. Staff conducted reference checks based on the list of projects submitted by the contractors and scored each questionnaire according to set of objective criteria that was established prior to publishing the notice inviting prequalification. All thirteen of the contractors prequalified.

Bid Process

On January 5, 2023, the City posted a notice inviting formal bids (IFB) for the Sanitary Sewer Replacement Project 31 on the City’s electronic procurement system, PlanetBids. The bidding period was 29 calendar days. Two contractors submitted bids on February 2, 2023, as listed on the attached Bid Summary Table². The general reason for other pre-qualified contractors not bidding is due to manpower availability. They are either too busy with other projects or unable to assign adequate internal staff to provide two crews to perform work covering both day and night shifts.

BID NAME/NUMBER	SANITARY SEWER REPLACEMENT PROJECT 31, CIP WC-19001, IFB NUMBER 186907
Proposed Length of Project	280 Calendar days
Number of Bids Mailed to Contractors	0 (electronic documents were available in PlanetBids)
Number of Bids Mailed to Builder’s Exchanges	0 (electronic documents were available in PlanetBids)
Total Days to Respond to Bid	29
Pre-Bid Meeting?	Yes (Mandatory)

² Bid Summary Table <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/attachments/04-08-2023-attachmnet-b-bid-summary-table.pdf>

Number of Prequalified Company Attendees at Pre-Bid Meeting	8
Number of Bids Received:	2
Bid Price Range	\$8,360,555 to \$10,194,670

*Bid summary provided in the attached table.

Staff has reviewed the submitted bids and recommends that the total bid of \$8,360,555 submitted by Cratus, Inc. be accepted and that Cratus, Inc. be declared the lowest responsible and responsive bidder. The contract award will be just for the Base Bid amount of \$7,707,055. Cratus provided pricing on additional alternative items in the amount of \$653,500, which the City may at its discretion require, as further specified in Section 7.2 of the Construction Contract, depending on site conditions and coordination needs related to Caltrans’ concurrent street improvement project. The bid is approximately 35 percent above the staff engineer’s estimate of \$6,193,658. The contractors indicated the reason for the elevated cost is mainly due to Caltrans’ requirements for construction on El Camino Real, which include the following:

- The limited workhours (6 hours during the day and 7 hours during the night) on El Camino Real significantly decrease the efficiency of the pipe replacement construction.
- Slurry cement backfill with a concrete cap is required on El Camino Real, instead of traditional crushed rock and class 2 aggregate backfill with asphalt concrete for sewer trenches.
- 40% of the work is required to be performed during the night which increases costs because concrete and slurry plants have additional charges for after-hour operations.

Staff recommends awarding the contract for the Base Bid amount of \$7,707,055, which reflects the work included in the project’s base scope of work. The contingency amount of \$653,500, which represents 8.5 percent of the total contract, is requested for additional work that may be needed during the project. Additional work is possible with construction projects because during construction there may be previously unknown obstructions or ground conditions that require changes in how construction will proceed, leading to change orders that may create additional costs. A contingency fund is necessary to prevent significant delays in the project to handle these unforeseen conditions, which could otherwise result in longer road closures and disruptions. Any unspent contingency funds are returned to reserves at the end of the project.

Staff confirmed with the Contractor's State License Board that Cratus, Inc. has an active and appropriate contractor’s license for performing the work. Staff contacted references provided by Cratus, Inc. for previous work performed and received positive feedback. Staff also confirmed that Cratus, Inc. is registered and in good standing with the Department of Industrial Relations (DIR). In addition, Cratus, Inc. has contracted with the City on the Sanitary Sewer Replacement Project 30 and has demonstrated the knowledge and ability needed to complete this project (SSR 31) on schedule and within budget.

FISCAL/RESOURCE IMPACT

Funding of \$7,125,311 is available in the FY 2023 Adopted Capital Budget for WC-19001 (Wastewater Collection System Rehabilitation/Augmentation Project 31). Therefore, staff recommends an appropriation of \$1,335,244 in the FY 2023 Wastewater Collection CIP WC-19001 and offset by a reduction in the Wastewater Collection Reserve. The increased project funding of \$1,335,244 being requested is needed to account for economic fluctuations in material and construction costs, staff cost increases over the past five years, and the stringent work and traffic control requirements by Caltrans.

Summary of Project Costs for Sanitary Sewer Replacement 31 (WC-19001)

Actual to Date: FY’23 Design, Pre-Construction Cost, City Pre-Ordered Pipe (to avoid supply chain delay)	\$174,689
Construction Costs	\$8,360,555
Construction Management (Engineering & Inspection Staff Time)	\$100,000
Total Project Costs	\$8,635,244
Total Actuals to Date (design/pre-construction cost/pre-ordered pipe)	\$174,689
WC-19001 Budget Available	\$7,125,311
Additional Funds Needed	\$1,335,244

The size of this project significantly exceeds the City’s in-house construction resources making it necessary to contract out the work.

POLICY IMPLICATIONS

The approval of this contract is consistent with existing City policies including the Council approved 2018 Utilities Strategic Plan-Strategic Objectives: Priority 4: Financial Efficiency and Resource Optimization Tactical Action Plan, which established a proactive infrastructure replacement program, based on planned replacement before failure to support reliability and resiliency. Facing an evolving utility business environment, aging infrastructure needs, and sustainability objectives, CPAU must maintain a competitive position in the market. Remaining financially sustainable and competitive in the market while optimizing resources is key to maintaining and enhancing value to customers.

STAKEHOLDER ENGAGEMENT

The project is located on El Camino Real from Page Mill Road to Cesano Court, and on Page Mill Road from Hansen Way to Ash Street within the City. Project locations are shown in the attached site map³. The City will provide written notification to all affected property occupants by mail prior to the start of construction. Cratus, Inc. will also provide two written notifications of the work to all abutting property occupants, one at least 15 days prior to the commencement of work at their specific locations, and a second 24 hours prior to mobilization.

³ Index Site Map <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/attachments/04-08-2023-attachment-c-index-map.pdf>

The City’s Utilities, Public Works, and Transportation Departments have been coordinating with Caltrans and the County of Santa Clara with their street re-paving projects on El Camino Read and Page Mill Road. Caltrans plans to start their project in late summer 2023. Staff will continue to coordinate with Caltrans during construction to help ensure contractors’ work is appropriately sequenced.

ENVIRONMENTAL REVIEW

This project is categorically exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15301 (repair, maintenance of existing facilities) and 15302 (replacement or reconstruction of existing facilities).

ATTACHMENTS

- Attachment A: C23186907 SSR31
- Attachment B: Bid Summary Table
- Attachment C: Site Index Map

APPROVED BY:

Dean Batchelor, Director Utilities
Staff: Christian Ramirez, Associate Engineer



CITY OF
**PALO
ALTO**

CONSTRUCTION CONTRACT

Contract No. C23186907

City of Palo Alto

Sanitary Sewer Replacement Project 31 (SSR31)

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CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT entered into on XXXXX XX, 2023 (“Execution Date”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“City”), and Cratus, Inc. (“Contractor”), is made with reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. Contractor is a Corporation duly organized and in good standing in the State of California, Contractor’s License Number 987888 and Department of Industrial Relations Registration Number 1000007809. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Construction Contract.
- C. On January 5, 2023, City issued an Invitation for Bids (IFB) to contractors for the Sanitary Sewer Replacement Project 31 (SSR31) (“Project”). In response to the IFB, Contractor submitted a Bid.
- D. City and Contractor desire to enter into this Construction Contract for the Project, and other services as identified in the Contract Documents for the Project upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the undersigned parties as follows:

SECTION 1 **INCORPORATION OF RECITALS AND DEFINITIONS.**

1.1 **Recitals.**

All of the recitals are substantive parts of this Construction Contract and are hereby incorporated herein by reference.

1.2 **Definitions.**

Capitalized terms shall have the meanings set forth in this Construction Contract (sometimes referred to herein as the “Contract”) and/or in the General Conditions. If there is a conflict between the definitions in this Construction Contract and in the General Conditions, the definitions in this Construction Contract shall prevail.

SECTION 2 **THE PROJECT.**

The Project is the Sanitary Sewer Replacement 31 (SSR31) Project, located on El Camino Real and Page Mill Road, Palo Alto, CA. 94306 (“Project”).

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SECTION 3 THE CONTRACT DOCUMENTS.

3.1 List of Documents.

The Contract Documents (sometimes collectively referred to as “Agreement” or “Bid Documents”) consist of the following documents which are on file with the Purchasing Division and are hereby incorporated into this Construction Contract by reference.

- 1) Change Orders
- 2) Field Orders
- 3) Construction Contract
- 4) Notice to Proceed
- 5) Bidding Addenda
- 6) Special Provisions
- 7) General Conditions
- 8) Project Plans and Drawings
- 8) Technical Specifications
- 9) Instructions to Bidders
- 10) Invitation for Bids
- 11) Contractor's Bid/Non-Collusion Declaration
- 12) Reports listed in the Contract Documents
- 13) Public Works Department’s Standard Drawings and Specifications (most current version at time of Bid)
- 14) Utilities Department’s Water, Gas, Wastewater, Electric Utilities Standards (most current version at time of Bid)
- 15) City of Palo Alto Traffic Control Requirements
- 16) City of Palo Alto Truck Route Map and Regulations
- 17) Notice Inviting Pre-Qualification Statements, Pre-Qualification Statement, and Pre-Qualification Checklist (if applicable)
- 18) Performance and Payment Bonds

3.2 Order of Precedence.

For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth in the preceding section. If a claimed inconsistency cannot be resolved through the order of precedence, the City shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

SECTION 4 CONTRACTOR'S DUTY.

4.1 Contractor's Duties

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents, all of which are fully incorporated herein. Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

SECTION 5 PROJECT TEAM.

5.1 Contractor's Co-operation.

In addition to Contractor, City has retained, or may retain, consultants and contractors to provide professional and technical consultation for the design and construction of the Project. The Contract requires that Contractor operate efficiently, effectively and cooperatively with City as well as all other members of the Project Team and other contractors retained by City to construct other portions of the Project.

SECTION 6 TIME OF COMPLETION.

6.1 Time Is of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

6.2 Commencement of Work.

Contractor shall commence the Work on the date specified in City's Notice to Proceed.

6.3 Contract Time.

Work hereunder shall begin on the date specified on the City's Notice to Proceed and shall be completed

- not later than .
- within two hundred eighty calendar days (280) after the commencement date specified in City's Notice to Proceed.
- within working days () after the commencement date specified in City's Notice to Proceed.

By executing this Construction Contract, Contractor expressly waives any claim for delayed early completion.

6.4 Liquidated Damages.

Pursuant to Public Contract Code Section 7203, if Contractor fails to achieve Final Completion of the entire Work within the Contract Time, including any approved extensions thereto, City may assess liquidated damages on a daily basis for each day of Unexcused Delay in achieving Final Completion, based on the amount of Three Thousand and Five Hundred dollars (\$3,500) per day, or as otherwise specified in the Special Provisions. Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on the time for achieving Final Completion. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer by delay in completion of the Work. The City is entitled to setoff the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, City is entitled to recover the balance from Contractor or its sureties. Occupancy or use of the Project in whole or in part prior to Final Completion, shall not operate as a waiver of City's right to assess liquidated damages.

6.4.1 Other Remedies. City is entitled to any and all available legal and equitable remedies City may have where City's Losses are caused by any reason other than Contractor's failure to achieve Final Completion of the entire Work within the Contract Time.

6.5 Adjustments to Contract Time.

The Contract Time may only be adjusted for time extensions approved by City and memorialized in a Change Order approved in accordance with the requirements of the Contract Documents.

SECTION 7 COMPENSATION TO CONTRACTOR.

7.1 Contract Sum.

Contractor shall be compensated for satisfactory completion of the Work in compliance with the Contract Documents the Contract Sum of Seven Million Seven Hundred Seven Thousand, Fifty-five Dollars (\$7,707,055.) for the Base Bid scope of Work, which includes Bid Items 01-27, inclusive ("Base Scope").

7.2 Unit Pricing.

With respect to the "Add Alternate" bid items, as described in Section 3.01.B of Specification Section 1025 (Measurement and Payment) and referenced as Bid Items 28-33 (inclusive) on the Revised Bid Form (issued with Addendum No. 2), the Contract is hereby awarded solely for the Base Scope and without including Bid Items 28-33. Whether or not the Work encompassed in Bid Items 28-33 will be needed for the Project is unknown as of the Execution Date of this Contract. However, with respect to Bid Items 28-33, Contractor agrees to be bound by the unit pricing provided in Contractor's Bid if the scope of Work encompassed in one or more of Bid Items 28-33 is required, as determined by the City, acting in its sole discretion, during the course of Work on the Project and as memorialized in a Field Order or Change Order.

7.2.1 Adjustment for Actual vs. Estimated Quantities.

If the City determines that Work encompassed in one or more of Bid Items 28-33 is required for the Project, the City may also determine the quantity required for each such Bid Item, subject to the Project needs and applicable circumstance. The estimated quantities for Bid Items 28-33 are subject to adjustment for payments due to the Contractor based on actual quantities completed for the Project pursuant to Section 7.2.9 of the General Conditions. Nothing in this Contract is intended to entitle Contractor to inclusion of Bid Items 28-33 in the Contract Sum, except as authorized by the City pursuant to this Section 7 of the Contract.

7.2.2 Adjustment for Corresponding Base Scope.

Bid Items 31-33 inclusive include alternate methodology which may be needed, as determined by the City, to replace a corresponding quantity of Work within the Base Scope, as follows:

- .1 Bid Items 23 and 31.** If and to the extent the City directs Work pursuant to Bid Item 31, there will be a corresponding reduction of the estimated scope under corresponding Bid Item 23.

- .2 Bid Items 24 and 32.** If and to the extent the City directs Work pursuant to Bid Item 32, there will be a corresponding reduction of the estimated scope under corresponding Bid Item 24.

- .3 Bid Items 25 and 33.** If and to the extent the City directs Work pursuant to Bid Item 33, there will be a corresponding reduction of the estimated scope under corresponding Bid Item 25.

7.2.3 Schedule of Values.

Contractor will include the unit prices provided in its bid for Bid Items 28-33 in the Schedule of Values submitted pursuant to Section 9.1 of the General Conditions.

7.3 Full Compensation.

The Contract Sum shall be full compensation to Contractor for all Work provided by Contractor and, except as otherwise expressly permitted by the terms of the Contract Documents, shall cover all Losses arising out of the nature of the Work or from the acts of the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by City, all risks connected with the Work, and any and all expenses incurred due to suspension or discontinuance of the Work, except as expressly provided herein. The Contract Sum may only be adjusted for Change Orders approved in accordance with the requirements of the Contract Documents.

SECTION 8 STANDARD OF CARE.

8.1 Standard of Care.

Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.

SECTION 9 INDEMNIFICATION.

9.1 Hold Harmless.

To the fullest extent allowed by law, Contractor will defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter individually referred to as an "Indemnitee" and collectively referred to as "Indemnitees"), through legal counsel acceptable to City, from and against any and liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in performing the Work or its failure to comply with any of its obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. Contractor shall pay City for any costs City incurs to enforce this provision. Except as provided in Section 9.2 below, nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of Contractor against City or any other Indemnitee.

Pursuant to Public Contract Code Section 9201, City shall timely notify Contractor upon receipt of any third-party claim relating to the Contract.

9.2 Survival.

The provisions of Section 9 shall survive the termination or expiration of this Construction Contract.

SECTION 10 NON-DISCRIMINATION.

10.1 Municipal Code Requirement.

As set forth in Palo Alto Municipal Code section 2.30.510, Contractor certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to the race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. Contractor acknowledges

that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements, and the penalties for violation thereof, and will comply with all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 11 INSURANCE AND BONDS.

11.1 Evidence of coverage.

Within ten (10) business days following issuance of the Notice of Award, Contractor shall provide City with evidence that it has obtained insurance and shall submit Performance and Payment Bonds satisfying all requirements in Article 11 of the General Conditions.

SECTION 12 PROHIBITION AGAINST TRANSFERS.

12.1 Assignment.

City is entering into this Construction Contract in reliance upon the stated experience and qualifications of the Contractor and its Subcontractors set forth in Contractor’s Bid. Accordingly, Contractor shall not assign, hypothecate or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any assignment, hypothecation or transfer without said consent shall be null and void, and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the City.

12.2 Assignment by Law.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venturer or syndicate member of Contractor, if the Contractor is a partnership or joint venture or syndicate or co-tenancy shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

SECTION 13 NOTICES.

13.1 Method of Notice.

All notices, demands, requests or approvals to be given under this Construction Contract shall be given in writing and shall be deemed received on the earlier of the following:

- (i) On the date delivered if delivered personally;
- (ii) On the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;
- (iii) On the date sent if sent by facsimile transmission;
- (iv) On the date sent if delivered by electronic mail; or
- (v) On the date it is received by the recipient if sent by certified mail.

13.2 Notice to Recipients.

All notices, demands or requests (including, without limitation, Change Order Requests and Claims) from Contractor to City shall include the Project name and the number of this Construction Contract and shall be addressed to City at:

To City: City of Palo Alto
City Clerk
250 Hamilton Avenue
P.O. Box 10250
Palo Alto, CA 94303

Copy to: City of Palo Alto
Public Works Administration
250 Hamilton Avenue
Palo Alto, CA 94301
Attn:

[Include Construction Manager, If Applicable.]

City of Palo Alto
Utilities Engineering
1007 Elwell Court
Palo Alto, CA 94303
Attn: Tuan Nguyen, Project Manager

In addition, copies of all Claims by Contractor under this Construction Contract shall be provided to the following:

Palo Alto City Attorney's Office
250 Hamilton Avenue
P.O. Box 10250
Palo Alto, California 94303

All Claims shall be sent by registered mail or certified mail with return receipt requested.

All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

To Contractor:

Cratus, Inc.
945 Taraval Street, #302
San Francisco, CA 94116
Attn: Michael Kirwan, CFO

13.3 Change of Address.

In advance of any change of address, Contractor shall notify City of the change of address in writing. Each party may, by written notice only, add, delete or replace any individuals to whom and addresses to which notice shall be provided.

SECTION 14 DEFAULT.

14.1 Notice of Default.

In the event that City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, City may give written notice of default to Contractor in the manner specified for the giving of notices in the Construction Contract, with a copy to Contractor’s performance bond surety.

14.2 Opportunity to Cure Default.

Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) Days (or such shorter time as City may reasonably require) after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) Days (or such shorter time as City may reasonably require) and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Days after receipt of such written notice.

SECTION 15 CITY'S RIGHTS AND REMEDIES.

15.1 Remedies Upon Default.

If Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 14, then City may pursue any remedies available under law or equity, including, without limitation, the following:

15.1.1 Delete Certain Services. City may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

15.1.2 Perform and Withhold. City may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been adequately performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to Losses related thereto.

15.1.3 Suspend the Construction Contract. City may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work.

15.1.4 Terminate the Construction Contract for Default. City shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 14. City’s election to terminate the Construction Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

15.1.5 Invoke the Performance Bond. City may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

15.1.6 Additional Provisions. All of City's rights and remedies under this Construction Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not waive the City's authority to designate other breaches as material nor limit City's right to terminate the Construction Contract, or prevent the City from terminating the Agreement for breaches that are not material. City's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by City of its rights and remedies for default under the Construction Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all liquidated damages and Losses suffered by City.

15.2 Delays by Sureties.

Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven (7) calendar days from the date of the notice of termination, Contractor's surety shall be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety shall be jointly and severally liable for any additional cost incurred by City to complete the Work following termination. In addition, City shall have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

15.3 Damages to City.

15.3.1 For Contractor's Default. City will be entitled to recovery of all Losses under law or equity in the event of Contractor's default under the Contract Documents.

15.3.2 Compensation for Losses. In the event that City's Losses arise from Contractor's default under the Contract Documents, City shall be entitled to deduct the cost of such Losses from monies otherwise payable to Contractor. If the Losses incurred by City exceed the amount payable, Contractor shall be liable to City for the difference and shall promptly remit same to City.

15.4 Suspension by City

15.4.1 Suspension for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time. The order shall be specifically identified as a Suspension Order by City. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with the order and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order. During the Suspension or extension of the Suspension, if any, City shall either cancel the Suspension Order or, by Change Order, delete the Work covered by the Suspension Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. A Suspension Order shall not be the exclusive method for City to stop the Work.

15.4.2 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion thereof, suspended until the cause for the suspension has been eliminated to City's satisfaction. Contractor shall not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents. City's right to suspend the Work shall not give rise to a duty to suspend the Work, and City's failure to suspend the Work shall not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

15.5 Termination Without Cause.

City may, at its sole discretion and without cause, terminate this Construction Contract in part or in whole upon written notice to Contractor. Upon receipt of such notice, Contractor shall, at City’s expense, comply with the notice and take all reasonable steps to minimize costs to close out and demobilize. The compensation allowed under this Paragraph 15.5 shall be the Contractor’s sole and exclusive compensation for such termination and Contractor waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind resulting from termination without cause. Termination pursuant to this provision does not relieve Contractor or its sureties from any of their obligations for Losses arising from or related to the Work performed by Contractor.

15.5.1 Compensation. Following such termination and within forty-five (45) Days after receipt of a billing from Contractor seeking payment of sums authorized by this Paragraph 15.5.1, City shall pay the following to Contractor as Contractor’s sole compensation for performance of the Work:

- .1 For Work Performed.** The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
- .2 For Close-out Costs.** Reasonable costs of Contractor and its Subcontractors:
 - (i) Demobilizing and
 - (ii) Administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination.
- .3 For Fabricated Items.** Previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.
- .4 Profit Allowance.** An allowance for profit calculated as four percent (4%) of the sum of the above items, provided Contractor can prove a likelihood that it would have made a profit if the Construction Contract had not been terminated.

15.5.2 Subcontractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor against City under this Section.

15.6 Contractor’s Duties Upon Termination.

Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following:

- (i) Immediately discontinue the Work to the extent specified in the notice;
- (ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work that is not discontinued;
- (iii) Provide to City a description in writing, no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract;
- (iv) Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all

- subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and
- (v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

Upon termination, whether for cause or for convenience, the provisions of the Contract Documents remain in effect as to any Claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

SECTION 16 CONTRACTOR'S RIGHTS AND REMEDIES.

16.1 Contractor's Remedies.

Contractor may terminate this Construction Contract only upon the occurrence of one of the following:

16.1.1 For Work Stoppage. The Work is stopped for sixty (60) consecutive Days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable. This provision shall not apply to any work stoppage resulting from the City's issuance of a suspension notice issued either for cause or for convenience.

16.1.2 For City's Non-Payment. If City does not pay Contractor undisputed sums within ninety (90) Days after receipt of notice from Contractor, Contractor may terminate the Construction Contract (30) days following a second notice to City of Contractor's intention to terminate the Construction Contract.

16.2 Damages to Contractor.

In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Paragraph 15.5.1 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

SECTION 17 ACCOUNTING RECORDS.

17.1 Financial Management and City Access.

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Construction Contract in accordance with generally accepted accounting principles and practices. City and City's accountants during normal business hours, may inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project. Contractor shall retain these documents for a period of three (3) years after the later of (i) Final Payment or (ii) final resolution of all Contract Disputes and other disputes, or (iii) for such longer period as may be required by law.

17.2 Compliance with City Requests.

Contractor's compliance with any request by City pursuant to this Section 17 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. City may enforce Contractor's obligation to provide access to City of its business and other records referred to in Section 17.1 for inspection or copying by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

SECTION 18 INDEPENDENT PARTIES.

18.1 Status of parties.

Each party is acting in its independent capacity and not as agents, employees, partners, or joint venturers of the other party. City, its officers or employees shall have no control over the conduct of Contractor or its respective agents, employees, subconsultants, or subcontractors, except as herein set forth.

SECTION 19 NUISANCE.

19.1 Nuisance Prohibited.

Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection in the performance of services under this Construction Contract.

SECTION 20 PERMITS AND LICENSES.

Except as otherwise provided in the Special Provisions and Technical Specifications, the Contractor shall provide, procure and pay for all licenses, permits, and fees, required by the City or other government jurisdictions or agencies necessary to carry out and complete the Work. Payment of all costs and expenses for such licenses, permits, and fees shall be included in one or more Bid items. No other compensation shall be paid to the Contractor for these items or for delays caused by non-City inspectors or conditions set forth in the licenses or permits issued by other agencies.

SECTION 21 WAIVER.

A waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

SECTION 22 GOVERNING LAW AND VENUE; COMPLIANCE WITH LAWS.

22.1 Governing Law and Venue.

This Construction Contract shall be construed in accordance with and governed by the laws of the State of California, without regard to conflict of law provisions, and venue shall be in a court of competent jurisdiction in the County of Santa Clara, California and no other place.

22.2 Compliance with Laws.

Contractor shall comply with all applicable federal and California laws and city laws, including, without limitation, ordinances and resolutions, in the performance of work under this Construction Contract.

22.2.1 **Palo Alto Minimum Wage Ordinance.** Contractor shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, Contractor shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, Contractor shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 23 COMPLETE AGREEMENT.

23.1 Integration.

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This Agreement may be amended only by a written instrument, which is signed by the parties.

SECTION 24 SURVIVAL OF CONTRACT.

24.1 Survival of Provisions.

The provisions of the Construction Contract which by their nature survive termination or expiration of the Construction Contract or Final Completion, including, without limitation, all warranties, indemnities, payment obligations, and City’s right to audit Contractor’s books and records, shall remain in full force and effect after Final Completion or any termination or expiration of the Construction Contract.

SECTION 25 PREVAILING WAGES.

This Project is not subject to prevailing wages and related requirements. Contractor is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the Contract:

- ___ is not a public works contract;
- ___ is for a public works construction project of \$25,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or
- ___ is for a public works alteration, demolition, repair, or maintenance project of \$15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).

Or

This Project is subject to prevailing wages and related requirements as a “public works” under California Labor Code Sections 1720 et seq. and related regulations. Contractor is required to pay general prevailing wages as defined in California Labor Code Section 1773.1 and Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq., as amended from time to time. Pursuant to Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the State of California Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the City’s Purchasing Department office. The general prevailing wage rates are also available at the DIR, Division of Labor Statistics and Research, website (see e.g. <http://www.dir.ca.gov/DLSR/PWD/index.htm>) as amended from time to time. Contractor shall post a copy of the general prevailing wage rates at all Project job sites and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with all applicable provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Labor Code Section 1720 et seq.), including, but not limited to, Sections 1720, 1725.5, 1771, 1771.1, 1771.4, 1773.2, 1774, 1775, 1776, 1777.5, 1782, 1810, 1813 and 1815, and all applicable implementing regulations, including but not limited to Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq. (8 CCR Section 16000 et seq.), as amended from time to time.

SECTION 26 NON-APPROPRIATION.

26.1 Appropriations.

This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that the City does not appropriate funds for the following fiscal year for this event, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Construction Contract are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 27 AUTHORITY.

27.1 Representation of Parties.

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

SECTION 28 COUNTERPARTS

28.1 Multiple Counterparts.

This Agreement may be signed in multiple counterparts, which, when executed by all the parties, shall together constitute a single binding agreement.

SECTION 29 SEVERABILITY.

29.1 Severability.

In case a provision of this Construction Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

SECTION 30 STATUTORY AND REGULATORY REFERENCES.

30.1 Amendments to Laws.

With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that the Contract was awarded by City, as may be amended from time to time, unless otherwise required by law.

SECTION 31 WORKERS' COMPENSATION CERTIFICATION.

31.1 Workers Compensation.

Contractor shall secure the payment of workers' compensation to its employees as provided in Labor Code Sections 1860 and 3700.

Pursuant to Labor Code Section 1861, by signing this Contract, Contractor thereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”

SECTION 32 DIR REGISTRATION AND OTHER REQUIREMENTS.

32.1 General Notice to Contractor.

City requires Contractor and its Subcontractors to comply with all applicable requirements of the California Labor Code including but not limited to Labor Code Sections 1720 through 1861, and all applicable related regulations, including but not limited to Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq., as amended from time to time. Additional information regarding public works and prevailing wage requirements is available on the DIR website (see e.g. <http://www.dir.ca.gov>) as amended from time to time.

32.2 Labor Code section 1771.1(a)

City provides notice to Contractor of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

32.3 DIR Registration Required.

City will not accept a bid proposal from or enter into this Construction Contract with Contractor without proof that Contractor and its Subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions.

32.4 Posting of Job Site Notices; Compliance Monitoring.

City gives notice to Contractor and its Subcontractors that Contractor is required to post all job site notices prescribed by law or regulation and Contractor is subject to compliance monitoring and enforcement by DIR.

32.5 Payroll Records.

Contractor shall furnish certified payroll records directly to the Labor Commissioner (DIR) in accordance with Subchapter 3, Title 8 of the California Code of Regulations Section 16461 (8 CCR Section 16461).

City requires Contractor and its Subcontractors to comply with the requirements of Labor Code section 1776, including but not limited to:

32.5.1 Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, Contractor and its Subcontractors, in connection with the Project.

32.5.2 The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of Contractor and its Subcontractors, respectively.

32.5.3 At the request of City, acting by its Project Manager, Contractor and its Subcontractors shall make the certified payroll records available for inspection or furnished upon request to the City’s Project Manager within ten (10) days of receipt of City’s request.

City requests Contractor and its Subcontractors to submit the certified payroll records to the City's Project Manager at the end of each week during the Project.

32.5.4 If the certified payroll records are not provided as required within the 10-day period, then Contractor and its Subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and City shall withhold the sum total of penalties from the progress payment(s) then due and payable to Contractor. This provision supplements the provisions of Section 15 hereof.

32.5.5 Inform the City's Project Manager of the location of Contractor's and its Subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the City's Project Manager within five (5) business days of any change of location of those payroll records.

32.6 Employment of Apprentices.

Contractor shall comply with the statutory requirements regarding employment of apprentices including without limitation Labor Code Section 1777.5. The statutory provisions will be enforced for penalties for failure to pay prevailing wages and for failure to comply with wage and hour laws.

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed the date and year first above written.

CITY OF PALO ALTO

CRATUS, INC.

City Manager

Officer 1

By: _____

APPROVED AS TO FORM:

Name: _____

City Attorney or designee

Title: _____

Date: _____

APPROVED:

Officer 2

By: _____

Utilities Director

Name: _____

Title: _____

Date: _____

CITY OF PALO ALTO GENERAL CONDITIONS

**GENERAL CONDITIONS
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- D: REQUEST FOR INFORMATION (for Utilities Department projects only; RFI form provided by City’s Project Manager if required)

ARTICLE 1 – PRELIMINARY PROVISIONS

1.1 DEFINITIONS

Terms appearing in the Contract Documents with initial capitalization shall have the meanings set forth below:

1.1.1 ACCEPTANCE: The point after Final Completion when Contractor has fully performed all of the requirements of the Contract Documents and the Work is accepted by City in writing.

1.1.2 ADDENDA, ADDENDUM: Written or graphic information (including, without limitation, Drawings or Special Provisions and Technical Specifications) prepared and issued by City Engineer prior to the deadline for submission of Bids, which modify or interpret the Contract Documents by additions, deletions, clarifications or corrections

1.1.3 ALLOWABLE COSTS: Actual and direct costs for performing Extra Work, including labor, materials, supplies, and equipment, as further specified herein, in Article 7 – Changes.

1.1.4 ALLOWANCE: An amount included in the Bid for Work that may or may not be included in the Project, or for portions of Work where the amount or scope of the Work cannot be ascertained at the time of Bid submissions.

1.1.4 ALTERNATE(S): Those portions of the Bid setting forth the price(s) for optional or alternative items of Work not covered by the Base Bid.

1.1.5 APPLICABLE CODE REQUIREMENTS: All applicable federal, state and municipal laws, statutes, building codes, ordinances and regulations of governmental authorities having jurisdiction over the Project, Work, Site, Contractor or City.

1.1.6 APPLICATION FOR PAYMENT: An itemized application for payment prepared and submitted by Contractor for review and approval by City, which is prepared, submitted and accompanied by supporting documentation in accordance with the requirements of the Contract Documents.

1.1.7 APPROVE, APPROVED or APPROVAL: Whether capitalized or not capitalized, shall mean, unless otherwise stated, either an express approval contained in a written statement signed by the approving authorized individual or deemed approved in accordance with the terms, conditions and procedures set forth in the Contract Documents. All such approvals by or on behalf of City (including, without limitation, approvals by Construction Manager) may be granted or withheld in the sole discretion of City.

1.1.8 AS-BUILT DOCUMENTS: The Contract Documents showing the condition of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing, HVAC or similar portions of the Work that are shown diagrammatically in the Contract Documents approved by City. These documents are maintained by Contractor on the Site and delivered, along with an electronic version of the set, to City upon Final Completion.

1.1.9 BASE BID: The sum stated in the Bid to perform the Work, exclusive of any Alternate(s).

1.1.10 BENEFICIAL OCCUPANCY: City's right, at its option and convenience, to occupy or otherwise make use of all or any part of the Work prior to either Substantial Completion, Final Completion, or Acceptance.

1.1.11 BID: A written bid proposal submitted to City for the Project in response to City's Invitation for Bids.

1.1.12 BIDDER: An individual or entity that submits a Bid.

1.1.13 CERTIFICATE FOR PAYMENT: The form for approval by the Construction Manager of Contractor's Application for Payment.

1.1.14 CHANGE: Additions, deletions, or other modifications to the Work, which may or may not involve Extra Work and which may or may not involve an adjustment (increase or decrease) to the Contract Sum or the Contract Time under the terms of the Contract Documents.

1.1.15 CHANGE ORDER: A duly authorized written instrument signed by City, or by City and Contractor, which operates to amend the scope of Work, and which may also amend the Contract Sum or the Contract Time.

1.1.16 CHANGE ORDER REQUEST: Contractor's written request for a Change Order.

1.1.17 CITY: City of Palo Alto, a California chartered Municipal Corporation.

1.1.18 CITY ENGINEER: City Engineer of City of Palo Alto or its designee.

1.1.19 CLAIM: A separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, which has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

1.1.20 CLIENT DEPARTMENT: Department or Division of City of Palo Alto identified as the end user of the facilities.

1.1.21 CONSTRUCTION CONTRACT or CONTRACT: The written contract executed between City and Contractor for construction of the Project.

1.1.22 COMPENSABLE DELAY: A Delay for which Contractor may be entitled under the Contract Documents to both an extension of the Contract Time and an adjustment of the Contract Sum for additional compensation.

1.1.23 CONSTRUCTION MANAGER: The City designated employee, project manager or an individual, partnership, corporation, joint venture or other legal entity under contract with City to perform construction management services for the Project. The term "Construction Manager" means Construction Manager or Construction Manager's authorized representative.

1.1.24 CONSTRUCTION SCHEDULE: The Approved graphical representation of Contractor's as-planned schedule for performance of the Work, and all Approved updates thereto, prepared in accordance with the requirements of the Contract Documents and that provides for Final Completion of the Work within the Contract Time.

1.1.25 CONTRACT DISPUTE: A dispute arising out of or related to the Construction Contract or the interpretation, enforcement or breach thereof, except as specified in Article 4 herein.

1.1.26 CONTRACT DISPUTE RESOLUTION PROCESS: The process of resolution of Contract Disputes, and, upon election of City, disputes as set forth in Article 4 of these General Conditions.

1.1.27 **CONTRACT DOCUMENTS:** This term shall be as defined in Section 3 of the Construction Contract.

1.1.28 **CONTRACT SUM:** The total amount of compensation stated in the Construction Contract that is payable to Contractor for the performance of the Work in accordance with the Contract Documents, including adjustments made by Change Order.

1.1.29 **CONTRACT TIME:** The total number of days set forth in the Construction Contract within which Final Completion of the Work must be achieved by Contractor, including any adjustments of time (increases or decreases) made by Change Order.

1.1.30 **CONTRACTOR:** The individual or firm under contract with City to serve as the General Contractor for construction of the Project, including Contractor's authorized representative.

1.1.31 **CONTRACTOR MARKUP:** The markup that the Contractor or Subcontractor may make on Extra Work that it performs with its own forces. A fixed sum calculated as ten percent (10%) of applicable Allowable Costs incurred by Contractor or Subcontractor for performing Extra Work with its own forces, which is deemed to be full compensation for Contractor's or Subcontractor's indirect costs associated with Extra Work, including, overhead, profit, and other indirect costs not included in the Allowable Costs. Contractor Markup is separate from and does not include Subcontractor Markup as defined herein.

1.1.32 **DAY:** Whether capitalized or not, unless otherwise specifically provided, means calendar day, including weekends and legal holidays.

1.1.33 **DEFECTIVE WORK:** Work by Contractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to the Applicable Code Requirements, the Contract Documents, the directives of City or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.34 **DELAY:** Whether capitalized or not, includes any circumstances involving disruption, hindrance, or interference in the performance of the Work within the Contract Time.

1.1.35 **DELETED WORK:** Work that is eliminated due to a Change in the Work requested by City or Contractor for which City is entitled to a deductive adjustment in the Contract Sum.

1.1.36 **DESIGN CONSULTANT:** The individual(s) or firm(s) under contract with City to provide design or engineering services for the Project and responsible for preparing the Contract Documents for the Project. The term "Design Consultant" means Design Consultant or Design Consultant's authorized representative.

1.1.37 **DRAWINGS:** The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, subparagraphs, details, schedules and diagrams. The Drawings are outlined in the Drawing Index. The term "Drawings" may be used interchangeably with "Plans."

1.1.38 **ESCROW AGENT:** A state or federally chartered bank in the State of California which holds securities pursuant to an escrow agreement as set forth in Section 9.5 of these General Conditions.

1.1.39 **EXCUSABLE DELAY:** A Delay for which Contractor may be entitled under the Contract Documents to an extension of time, but not compensation.

1.1.40 EXISTING IMPROVEMENTS: All improvements located on the Site as of the date of execution of the Construction Contract, whether above or below the surface of the ground, including but not limited to existing buildings, utilities, infrastructure improvements and other facilities.

1.1.41 EXTRA WORK: Additional Work or costs due to a Change in the Work that is not described in or reasonably inferable from the Contract Documents which may be the basis for an adjustment of the Contract Sum and/or the Contract Price under the terms of the Contract Documents. Extra Work shall not include additional Work or costs arising from Contractor's failure to perform any of its duties or obligations under the Contract Documents.

1.1.42 FIELD ORDER: A written instrument signed by the City or its Construction Manager that authorizes and directs performance of the Work described therein, and which may or may not include adjustments (increase or decrease) to the Contract Sum and/or Contract Time.

1.1.43 FINAL COMPLETION: Full completion of all Work required by the Contract Documents, including all punch list items, and submission of Record Documents, all to City's satisfaction.

1.1.44 FINAL PAYMENT: Final payment of the Contract Sum following Final Completion, including release of undisputed retention, less any amounts withheld or offset pursuant to the Contract Documents, including, but not limited to, liquidated damages, unreleased stop notices, amounts subject to setoff, and up to 150% of unresolved third-party claims for which Contractor is required to indemnify City, and up to 150% of any amounts in dispute as authorized by Public Contract Code Section 7107.

1.1.45 FRAGNET: A "Fragnet", sometimes referred to as "time impact analysis," is a contemporaneous, fragmentary scheduling network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a Change Order or Delay, with logic ties to all affected existing activities noted on the Construction Schedule. Its objective is to isolate and quantify any time impact of a specific issue, determine and demonstrate any such specific Delay in relation to past and/or other current Delays and to provide a method for incorporating adjustments to the Contract Time into the Construction Schedule.

1.1.46 GENERAL CONDITIONS: That portion of the Contract Documents relating to the administrative procedures to be followed by Contractor in carrying out the Work.

1.1.47 HAZARDOUS SUBSTANCES: Refers to, without limitation, the following: any chemical, material or other substance defined as or included within the definition of hazardous substances, hazardous materials, hazardous wastes, extremely hazardous substances, toxic substances, toxic material, restricted hazardous waste, special waste, universal wastes or words of similar import under any Environmental Law.

1.1.48 LOSSES: Any and all losses, costs, liabilities, Claims, damages, liquidated damages, actions, judgments, settlements, expenses, fines and penalties. "Losses" do not include attorneys' fees.

1.1.49 NOTICE OF AWARD: Written notice issued by City notifying Contractor of issuance of the Construction Contract.

1.1.50 NOTICE TO PROCEED: Written notice issued by City to Contractor to begin the Work. The Notice to Proceed may also specify the date for the Pre-Construction Meeting or the date(s) for specified pre-construction submittals.

1.1.51 PERFORMANCE BOND, PAYMENT BOND: The performance and payment bonds to be provided by Contractor for the Project.

1.1.52 PLANS: The graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, subparagraphs, details, schedules and diagrams. The term "Plans" may be used interchangeably with "Drawings."

1.1.53 PRE-CONSTRUCTION MEETING: A meeting held with the Project Team prior to beginning construction in order to review Contract Documents and any required pre-construction submittals and clarify roles, responsibilities and authority of the Project Team.

1.1.54 PROJECT: The total construction, of which the Work performed by Contractor under the Contract Documents may be the whole or part and which may include Work performed by City's own forces or by Separate Contractors.

1.1.55 PROJECT TEAM: Collectively, the Contractor, City, Design Consultant, Separate Contractors, Construction Manager and other consultants and contractors providing professional and technical consultation for the design and construction of the Project.

1.1.56 RECORD DOCUMENTS: The term "Record Documents" refers to the As-Built Documents, warranties, guarantees and other documents required to be submitted by Contractor as a condition of Final Completion.

1.1.57 REQUEST FOR INFORMATION: A written instrument, prepared by Contractor, which requests an interpretation or clarification in the Work or a response to a question concerning the Work. A Request for Information does not entitle Contractor to an adjustment in the Contract Sum unless it requires Extra Work and Contractor requests and is entitled to such an adjustment in accordance with the provisions of the Contract Documents.

1.1.58 REQUEST FOR INFORMATION RESPONSE: A written instrument, usually prepared by the Design Consultant, provided in response to a Request for Information, setting forth an interpretation or clarification in the Work or a response to a Contractor question concerning the Work.

1.1.59 SCHEDULE OF VALUES: A detailed, itemized breakdown of the Contract Sum, which provides for a fair and reasonable allocation of the dollar values to each of the various parts of the Work.

1.1.60 SEPARATE CONTRACTOR: A person or firm under separate contract with City or other entity performing other Work at the Site.

1.1.61 SITE: The physical site located within City where the Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

1.1.62 SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS: The portions of the Contract Documents consisting of the written requirements for materials, equipment, standards, skill, quality for the Work and performance of related services. These provisions may also contain amendments, deletions or additions to the General Conditions.

1.1.63 STATEMENT OF CONTRACT DISPUTE: The Contractor's written statement prepared in accordance with Article 4 of these General Conditions required as a condition of its initiating the Contract Dispute Resolution Process set forth in the Construction Contract.

1.1.64 SUBCONTRACTOR: A person or firm that has a contract with a Contractor to perform a portion of the Work. The term "Subcontractor" includes suppliers and vendors and is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. "Subcontractor" includes Subcontractors of any tier.

1.1.65 **SUBCONTRACTOR MARKUP:** The markup the Contractor may make on Extra Work performed by a Subcontractor. A fixed sum calculated as fifteen percent (15%) of the Subcontractor's Allowable Costs incurred by Subcontractor for performing Extra Work, which is deemed to be full compensation for Contractor's indirect costs for having the Extra Work performed by the Subcontractor, including, overhead, profit, and other indirect costs not included in Allowable Costs. Subcontractor Markup is made on the Subcontractor's incurred Allowable Costs only, which is separate from and does not include Contractor Markup, as defined herein, made by the Subcontractor.

1.1.66 **SUBMITTALS:** All shop drawings, samples, exemplars, product data and other submittals required to be submitted by Contractor under the Contract Documents.

1.1.67 **SUBSTANTIAL COMPLETION, SUBSTANTIALLY COMPLETE:** As determined by City, the point at which the Work is sufficiently complete to be occupied and utilized by City for its intended purpose, and Contractor has fulfilled its obligations under the Contract Documents, except for minor punch list items which do not impair City's ability to so occupy and utilize the Project.

1.1.68 **SUPERINTENDENT:** The person appointed by Contractor, subject to approval by City, to supervise and coordinate Contractor's own forces and Subcontractors in all aspects of the Work.

1.1.69 **UNEXCUSED DELAY:** Any Delay in the path of activities that is critical to Final Completion of the Work within the Contract Time and which Delay is not attributable to the City. An Unexcused Delay shall not entitle Contractor to either an extension of the Contract Time or an adjustment of the Contract Sum. To the extent an Unexcused Delay is concurrent with an Excused Delay, the Excusable Delay shall be conclusively deemed an Unexcused Delay.

1.1.70 **WEATHER DELAY DAY:** A day for which Work is scheduled as allowed by Sections 8.3 and 8.4, below, during which Contractor and its forces, including Subcontractors, are unable to safely or effectively perform at least four hours of scheduled critical path Work based on actual (not forecast) weather or weather-related conditions that day during normal construction hours, as specified in Section 8.3. .

1.1.71 **WORK:** All labor, materials, equipment, services, permits, fees, licenses and taxes, and all other things necessary for Contractor to perform its obligations and complete the Project, including, without limitation, any changes or additions requested by City, in accordance with the Contract Documents and all Applicable Code Requirements.

1.1.72 **WORKING DAY:** As applied to a Project awarded on the basis of completion within a specified number of working days, and only if specified in Section 5 of the IFB Summary and Section 6.3 of the Construction Contract, a working day, whether or not capitalized, means a day during which the Work may be performed under the terms of the Contract Documents, including, but not limited to the provisions of Sections 8.3 and 8.4, below, but excluding Weather Delay Days.

1.2 OWNERSHIP AND USE OF DOCUMENTS

1.2.1 All originals, copies and electronic forms of Plans and Drawings, Technical Specifications, (including, without limitation, the Contract Documents) shall not be used by Contractor, or any Subcontractor, for any purpose other than performance of the Work. Contractor and Subcontractors are granted a limited license, revocable at will by City, to use and reproduce applicable portions of the Contract Documents appropriate to and for performing the Work under the Contract Documents; provided however, that such use shall not reduce Owner's rights to use and ownership of the documents.

1.2.2 Contractor shall keep on the Site of the Project, at all times, a complete set of City approved, permitted Contract Documents for use by City.

1.2.3 Proposed Changes or refinements and clarifications will be provided to Contractor in the form of reproducible prints. Contractor shall, at its own expense and without adjustment to the Contract Sum, reproduce and distribute such prints as are necessary for the complete pricing of the Change and for performance of the Work.

1.2.4 Contractor shall include a provision in all contracts with Subcontractors who perform Work on the Project, protecting and preserving City's rights to ownership and use of documents as set forth in this Section 1.2.

1.3 INTERPRETATION OF CONTRACT DOCUMENTS

1.3.1 The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

1.3.2 In general, the Drawings will show dimensions, positions, and type of construction to be completed; and the Special Provisions and Technical Specifications will define materials, quality and standards. Any Work called for on the Drawings and not mentioned in the Special Provisions and Technical Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked or specified, shall be the same as similar parts that are detailed, marked or specified.

1.3.3 Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.3.4 The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.3.5 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include the other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.3.6 Any cross-references indicated between various subparagraphs or Drawings and Documents are provided for the Contractor's convenience and shall not be all-inclusive.

1.3.7 Unless specifically noted to the contrary, all Work, equipment, casework, mechanical, electrical and similar devices of whatever nature in the Contract Documents shall be completely installed, hooked-up, made operational and made functional for the purpose such are intended, and all costs therefore are included in the Contract Sum.

1.3.8 Figured dimensions on scale Drawings and on full size Drawings shall govern over scale Drawings without figured dimensions. The Drawings shall not be scaled to determine dimensions, and (except in the case of diagrammatic Drawings) shall be calculated from figures shown on the Drawings. Obvious discrepancies between scale and figured dimensions, unless marked "not to scale," must be brought to the Construction Manager's attention before proceeding with the Work affected by the discrepancy.

1.3.9 If there is a conflict between any of the Contract Documents, Contractor shall immediately bring such conflict to the attention of City, whose decisions regarding such conflict shall be final and binding as to the requirements of the Contract Documents. In the event of any conflicts between or among the Applicable Code Requirements, the more stringent shall govern. In the event a conflict between any of the Contract Documents is not resolved by the order of precedence established in the Contract Documents, the highest standard of quality and skill, the most stringent requirements, and the most specific provision of the Contract Documents shall govern and shall be required in the performance of the Work.

1.3.10 The general character of the Work is shown in the Contract Documents, but Changes, modifications, clarifications and refinements may be made in detail when needed to more fully explain the Work. Provided that they are a logical evolution of the Contract Documents that were bid by Contractor or were reasonably inferable as necessary to provide a completed and fully operational system, facility or structure, the same shall be considered part of the scope of the Work to be performed without adjustment in the Contract Sum or the Contract Time.

1.3.11 Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply also to all other like portions of the Work.

1.3.12 Contractor will provide all necessary labor, equipment, transportation and incidentals required to complete the Work, even if the Contract Documents do not describe the Work in complete detail.

1.3.13 Drawings and diagrams for mechanical, plumbing and electrical Work shall be considered as diagrammatic only and shall not to be used for any structural guidance or physical layout, unless specifically detailed or dimensioned, and Contractor shall be responsible to provide any and all numbers and lengths of mechanical, plumbing or electrical fittings, wire, conduit, connections, attachments or similar materials needed to complete the Work, at no adjustment to the Contract Sum or Contract Time, whether or not they exceed the numbers of such pieces or the lengths indicated by the Drawings.

1.3.14 City, in its sole discretion, will interpret the Contract Documents and make the determination of whether or not Contractor has fulfilled the requirements of the Contract Documents. Such interpretations and decisions of City shall be final and binding upon Contractor.

ARTICLE 2 –CITY’S RIGHTS AND OBLIGATIONS

2.1 INFORMATION AND SERVICES PROVIDED BY CITY

2.1.1 Except as otherwise provided in the Special Provisions and Technical Specifications, Contractor shall obtain and pay for any permits, easements and governmental approvals, including City building and related permits, for the use or occupancy of permanent structures required in connection with the Work.

2.1.2 If Contractor becomes aware of any ambiguity, uncertainty, conflict, inconsistency, discrepancy, omission, or error in or among the Contract Documents, Contractor must promptly submit a

Request for Information (“RFI”) requesting clarification, interpretation, or direction. A Contractor RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City’s costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.1.3 A Request for Information Response providing clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City’s Request for Information Response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor’s failure to submit a timely and complete RFI is not Excusable Delay. If Contractor believes that City’s response to an RFI justifies a change to the Contract Sum or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents.

2.1.4 Unless otherwise specified in the Contract Documents, including the Notice to Proceed, Contractor must submit all required pre-construction submittals to City for review and acceptance no later than ten days following the Execution Date set forth in the first paragraph of the Construction Contract. City will schedule a mandatory Pre-Construction Meeting, which is a condition precedent to commencement of on the Project. Contractor’s primary representative and Superintendent must attend the Pre-Construction Meeting. Additional supervisory personnel and representatives of key Subcontractors may also attend the Pre-Construction Meeting, which is intended to address matters including the scope of Work, sequencing, and Project requirements. Contractor is solely responsible for any delay to Project commencement due to Contractor’s failure to timely or properly submit any required pre-construction submittals as specified in the Contract Documents, including the Notice to Proceed.

2.2 ACCESS TO PROJECT SITE

City will make available, no later than the commencement date designated in the current construction Schedule accepted by City, the lands and facilities upon which the Work is to be performed, including such access and other lands and facilities designated in the Contract Documents, for use by Contractor.

2.3 CITY’S RIGHT TO STOP THE WORK

If Contractor fails to correct Defective Work as required by Section 12.2 of these General Conditions, fails to perform the Work in accordance with the Contract Documents, or violates any Applicable Code Requirement, City may, without terminating the Contract, direct Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor. Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. City shall have no duty or responsibility to Contractor or any other party to exercise the right to stop the Work.

2.4 CITY’S RIGHT TO CARRY OUT THE WORK

If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Construction Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails within the time specified in the Contract Documents, after receipt of notice from City to promptly commence and thereafter diligently continue to completion the correction of such failure, City may, without prejudice to other remedies City may have and without terminating the Contract, correct such failure at Contractor’s expense. In such case, City shall be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of City and City’s consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to City.

2.5 ACCESS TO MUNICIPAL SERVICE CENTER

For all Projects which require Contractor access to City’s Municipal Service Center (MSC), all Contractors shall provide and all Contractor’s personnel shall at all times display, in the form of badges, identification which shall include the Contractor’s name, the employee’s name, City’s Project Managers name and telephone number, and the name and number of the Project being performed. Badge identification information shall correspond with information contained in the bearer’s driver license or with other City approved identification. Any discrepancies, or failure of Contractor’s personnel to display proper identification, will in result their removal from the Project, or in refusal of access to the MSC.

2.6 EMERGENCY TERMINATION OF CONTRACT

The Construction Contract is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contract Act of 1949. In the event that the Construction Contract is terminated pursuant to said section, compensation to the Contractor shall be determined on the basis of the reasonable value of the Work done, including preparatory work. As an exception of the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate unit or contract price, the unit or contract price shall control.

ARTICLE 3 – CONTRACTOR’S RIGHTS AND OBLIGATIONS

3.1 REVIEW OF THE SITE, CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.1.1 Contractor warrants that it is satisfied as to character, quality, and quantities of surface and subsurface materials or obstacles to be encountered insofar as reasonably ascertainable from a careful inspection of the Site (including, without limitation, Existing Improvements on the Site) and from the geological investigation reports, data and similar information, if any, made available to Contractor by City. Any failure by Contractor to take such information or conditions into consideration will not relieve Contractor from responsibility for estimating the difficulty and cost of successfully completing the Work within the Contract Sum and Contract Time.

3.1.2 Contractor warrants and represents that it has carefully reviewed the Bid and Contract Documents prior to submitting its Bid and executing the Contract. The Contractor shall not be entitled, and conclusively waives any right, to an adjustment in the Contract Sum or Contract Time for any additional or unforeseen costs or Delay in the performance of Work due to conditions in Contract Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Code Requirements, if such conditions were either discovered by Contractor or could have been reasonably discovered by Contractor or its Subcontractors in the exercise of care and diligence in the review of the Contract Documents, subject to the limitations of Public Contract Code Section 1104.

3.1.3 If Contractor discovers what it perceives to be errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Code Requirements in the Contract Documents, then Contractor shall, within two (2) days of discovery, notify City or the Construction Manager in writing stating both of the following:

- (i) A detailed description of the conditions discovered.
- (ii) Contractor’s request for clarification, further details or correction of the Contract Documents.

Failure by Contractor to provide written notice within the period of time required shall result in Contractor waiving any right to adjustment in the Contract Sum or Contract Time on account thereof.

3.1.4 If Contractor believes it is entitled to an adjustment of the Contract Sum or Contract Time for Extra Work based upon additional written or verbal instructions, information, or direction from City, Design Consultant, or Construction Manager, it may submit a Change Order Request pursuant to Article 7 of the General Conditions within ten (10) days of receipt of such instructions, information, or direction.

3.1.5 The Contractor shall take field measurements of the existing field conditions verified. Contractor shall carefully compare the field conditions with the Contract Documents and other information known to Contractor before commencing the Work. Contractor shall promptly report in writing to the Construction Manager any errors, inconsistencies, or omissions the Contractor discovers.

3.1.6 If Contractor performs any portion of the Work which it knows, or in the exercise of care and diligence should have known, involves an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Code Requirements, without notifying and obtaining the written Approval of City or before obtaining a written clarification, interpretation, instruction or decision from Construction Manager, then any Work that is performed that is not in conformance with the clarifications, interpretation, instruction or decision of City, Design Consultant or Construction Manager shall be removed or replaced and Contractor shall be responsible for the resultant Losses with no adjustment in the Contract Sum or Contract Time.

3.1.7 Existing Improvements at the Site, for which no specific description is made on the Drawings, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by Contractor, but only upon the specific direction and control of City. Without limitation to the foregoing, and notwithstanding any information provided by City pertaining to groundwater elevations and/or geological and soils conditions encountered, it is understood that it is Contractor's responsibility to determine and allow for the elevation of groundwater, and the geological and soils conditions at the date of performance of the Work.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Contractor shall supervise, coordinate and direct the Work using Contractor's best skill and attention and shall provide supervision sufficient to assure proper coordination and timely completion of the Work. Contractor shall be solely responsible for and have control over construction means, methods, techniques, safety, sequences, procedures and the coordination of all portions of the Work.

3.2.2 Contractor shall be responsible for the accurate layout of all portions of the Work and shall verify all dimensions on the Drawings and shall report to City any discrepancies before proceeding with related Work.

3.2.3 Contractor may be assigned working space adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Contractor shall be responsible for leaving the space in as good condition as Contractor found it, or restoring it to the condition it was in prior to Contractor commencing the Work.

3.2.4 Contractor shall be responsible to City for acts and omissions of Contractor's agents, employees, and of Contractor's Subcontractors, and their respective agents and employees. Unless otherwise stated in or a contrary intention is reasonably inferable from the Contract Documents, references to Contractor, when used in reference to an obligation bearing upon performance of the Work, shall be deemed to include Contractor's Subcontractors.

3.2.5 Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents by the act(s) or omission(s) by City in the administration of the Contract, or by tests, inspections or Approvals required or performed by persons or firms other than Contractor.

3.3 RESPONSIBILITY FOR THE WORK

3.3.1 Contractor shall be in charge of and responsible for all portions of the Work of the Contract, and shall be responsible for conforming such portions to the requirements of the Contract Documents and readying such portions to receive subsequent Work.

3.3.2 Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work, and shall ensure that each Subcontractor and Sub-subcontractor engaged on the Site arranges the storage of materials and equipment and performance of its Work so as to interfere as little as possible with Separate Contractors or other persons engaged in work for City on the Site.

3.3.3 During the installation of Work, Contractor shall insure that existing facilities, fences, and other structures are all adequately protected. Upon Final Completion of all Work, all facilities that may have been damaged shall be restored to a condition acceptable to City.

3.3.4 Contractor is responsible for the security of the Site and all Work provided under the terms of this Contract, as well as all Work provided by Separate Contractors that occurs on the Site at any time prior to Final Completion and Acceptance of the Work by City.

3.4 LABOR, WORKMANSHIP, MATERIALS AND MANUFACTURED ITEMS

Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Unless otherwise provided in the Contract Documents or otherwise Approved by the Construction Manager, all articles, equipment and materials incorporated in the Work shall be new, of good quality, undamaged and not defective.

3.5 CONTRACTOR'S WARRANTY

3.5.1 In addition to the guarantee to repair referenced in Article 12 and any specific warranty mentioned in the Project specifications, Contractor warrants to City that all materials and equipment used in or incorporated into the Work will be of good quality, new and free of liens, Claims and security interests of third parties; that all labor, installation, materials and equipment used or incorporated into the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract Documents and Applicable Code Requirements. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Manufactured items installed in the Work and not specifically covered in the Contract Documents are to be installed in strict accordance with manufacturers' current printed instructions.

3.5.2 All materials to be incorporated in the Work shall be protected from damage during delivery, storage, and handling, and after installation until Acceptance of the Work, and Contractor shall, without charge to City, be responsible for all damage to the materials or the Work due to Contractor's failure to provide such proper protection.

3.6 CONSTRUCTION METHODS AND PROCEDURES

3.6.1 The methods and procedures adopted by Contractor shall be such as to secure a quality of Work satisfactory to City and to enable completion of the Work in the time agreed upon. If at any time such methods and procedures appear inadequate, City may order Contractor to improve the character or increase efficiency, and Contractor shall conform to such order; but the failure of City to order such

improvement of methods or increase of efficiency will not relieve Contractor from its obligation to perform the Work in accordance with the Contract Documents or within the Contract Time.

3.6.2 If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall be fully and solely responsible for the Site safety for implementing such means, methods, techniques, sequences or procedures. If Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, Contractor shall give written notice to City and shall not proceed with that portion of the Work without further written instruction by City.

3.7 TAXES

3.7.1 Contractor and Subcontractors are responsible for paying all sales, consumer, business license, use, income and payroll, and similar taxes for the Work or portions thereof provided by Contractor and Subcontractors.

3.7.2 All Contractors and Subcontractors for Construction Contracts equal to or greater than \$5 million dollars shall be required to obtain a sub permit with the California Board of Equalization for a direct allocation of any and all applicable use tax to the City of Palo Alto, where the jobsite is located. Contractor and applicable Subcontractors shall apply for and comply with all of the conditions of the sub permit pursuant to Section 260.020 of the California State Board of Equalization, Chapter 2, "Compliance Policy and Procedures Manual: Registration, subchapter Contractors," as may be amended from time to time.

3.8 LEGAL REQUIREMENTS

3.8.1 Contractor shall perform the Work in accordance with all Applicable Code Requirements, even though such requirements are not specifically referenced in the Contract Documents.

3.8.2 When the Work required by the Contract Documents is in conflict with any Applicable Code Requirement, Contractor shall notify Construction Manager and shall not proceed with the Work until Construction Manager provides direction to the Contractor.

3.9 PROJECT STAFF

3.9.1 Contractor shall employ a complete and competent project staff for the duration of the Work, which shall include separate individuals designated to act as Superintendent, project manager, project engineer(s) and administrative assistant(s), plus such other persons necessary to diligently prosecute the Work. Contractor shall not replace the designated Superintendent or project manager without a minimum seven (7) Day written notice. Any Project staff member and any replacement member shall be subject to the approval of City, which may be granted or withheld in its sole discretion. Upon notice from City requesting replacement of any Project staff member who is unsatisfactory to City, Contractor shall in a timely manner, but in no event longer than three (3) Days after notification, replace such member with a competent member satisfactory to City. Failure by Contractor to comply with the provisions of this Paragraph shall entitle City, at its option exercised in its sole discretion, to terminate the Contract or suspend the Work until Contractor complies with this Paragraph. All costs or damages associated with such termination or suspension shall be borne by Contractor, without adjustment in the Contract Sum or Contract Time.

3.9.2 The Superintendent shall be at the Site at all times during the performance of the Work. The Superintendent shall represent Contractor and communications given to and acknowledged by the Superintendent shall be binding on Contractor. Further, communications issued by or received from the Superintendent shall be deemed as binding on Contractor. The Superintendent must be able to read, write and communicate fluently in English.

3.10 SCHEDULES REQUIRED OF CONTRACTOR

Unless otherwise specified in the Contract Documents, including the Notice to Proceed, Contractor shall submit a preliminary Construction Schedule to City in a form approved by the Construction Manager at the Pre-Construction Meeting.

3.10.2 Updated Construction Schedules shall be submitted in the form and frequency required by the Construction Manager.

3.10.3 The Construction Schedule and Construction Schedule updates shall meet the following requirements:

- .1 Schedules must be suitable in format and clarity for monitoring progress of the Work and shall utilize the critical path method of scheduling.
- .2 Schedules must provide necessary data about the timing for City's decisions and City-furnished items.
- .3 Schedules must be in sufficient detail to demonstrate adequate planning and staffing for the Work.
- .4 Schedules must represent a practical plan to complete the Work within the Contract Time, which includes factoring time for reasonably foreseeable Weather Delay Days. Based on historic rainfall records for the City, the Contractor's schedule should assume the following number of Weather Delay Days for each month: *

<i>Month</i>	<i># Normal Weather Delay Days</i>
January	7
February	7
March	6
April	3
May	2
June	0
July	0
August	0
September	0
October	2
November	4
December	7

*Weather Delay Days which do not occur during a given month based on the number of days allocated for that month (above) do not carry over to another month.

- .5 If at any time during the Work, any activity is not completed by its latest scheduled completion date, Contractor shall notify the Construction Manager within five (5) Days of Contractor's plans to reorganize the work force to return to the schedule and prevent Delays on any other activity.

- .6 An updated Construction Schedule shall be submitted with each progress payment request, but no less frequently than monthly, and shall include all of the following:
- (i) A written narrative report detailing the actual progress of the Work as of the date of submission;
 - (ii) The expected progress of the Work as of such date according to the approved Construction Schedule;
 - (iii) The reasons for any variance between the approved Construction Schedule and the updated Construction Schedule; and
 - (iv) If required, Contractor's plan for placing the Work back on Schedule, at Contractor's expense.

Failure to timely comply with the above requirements may be grounds for rejection of a request for extension of time.

3.10.4 Contractor shall plan, develop, supervise, control and coordinate the performance of the Work so the progress, sequence and timing of the Work conform to the current accepted Construction Schedule. Contractor shall continuously obtain from Subcontractors information and data about the planning for and progress of the Work, the ordering and fabrication of materials, required Submittals, and the delivery of equipment, shall coordinate and integrate such information and data in updated Construction Schedules and Record Documents, and shall monitor the progress of the Work and the delivery of equipment. Contractor shall act as the expeditor of potential and actual delays, interruptions, hindrances or disruptions for its own forces and those forces of Subcontractors, regardless of tier. Contractor shall cooperate with City in the development of the Construction Schedule and updated Construction Schedules.

3.10.5 City's review, comments, requests for revisions, or acceptance of any schedule or scheduling data shall not:

- (i) Relieve Contractor from its sole responsibility for the feasibility of the schedule and to plan for, perform, and complete the Work within the Contract Time;
- (ii) Transfer responsibility for any schedule from Contractor to City; nor
- (iii) Imply City's agreement with any assumption upon which such schedule is based or any matter underlying or contained in such schedule.

3.10.6 Failure of City to discover errors or omissions in Construction Schedules that it has reviewed or Approved, or to inform Contractor that Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Construction Schedule, shall not relieve Contractor from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

3.10.7 Contractor shall cooperate with and coordinate its Construction Schedule with work of City and City's Separate Contractors.

3.10.8 Adverse conditions contributing to a Weather Delay Day may include rain, saturated soil, and site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor must take reasonable steps to anticipate and mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Project site.

3.11 DOCUMENTS AND SAMPLES AT PROJECT SITE

3.11.1 Contractor shall maintain one (1) set of As-Built Documents at the Site, which shall be kept up to date on a daily basis during the performance of the Work. All performed changes, deletions or additions in the Work from that shown in the Contract Documents shall be recorded accurately and completely in the Record Documents. Upon Final Completion and as a condition to Final Payment, each sheet of the As-Built Documents and other Record Documents shall be signed and attested to by the Contractor's Superintendent as being complete and accurate.

3.11.2 Contractor shall, at all times during performance of the Work, also maintain the following at the Site:

- (i) The latest updated Construction Schedule approved by City;
- (ii) Shop Drawings, product data, and samples; and
- (iii) All other required Submittals.

At all times during the course of the Project, these documents shall be available to City, the Construction Manager and the Design Consultant to audit, excerpt, or copy as they see fit. Upon Final Completion or termination of the Construction Contract, these documents shall be delivered to City in the format requested by the City.

3.11.3 It shall be the responsibility of Contractor to maintain a current and complete record of all Changes performed during the progress of the Project construction. The record shall be in the form of a complete set of prints of the As-Built Documents on which daily recordings are made by Contractor, indicating in detail and dimension each variation from the original set of Contract Documents for all of the Work. At the completion of construction, Contractor shall, as a requirement of the Final Completion of the Work, certify that to the best of its knowledge, the As-Built Documents are true and accurate, and that the indications thereon represent all Changes performed during the construction of the Project. At Final Completion, the As-Built and other Record Documents shall become the property of City.

3.11.4 Contractor, in concert with the Design Consultant and the Construction Manager, shall review Contractor's As-Built Documents for conformance with all current Changes prior to presenting its monthly Application For Payment. The monthly progress payment statement will not be accepted or processed by City unless the As-Built Documents are current and complete, and Approved by City.

3.11.5 At Final Completion, the Contractor shall provide the fully As-Built Documents to the City. These As-Built Documents will become the permanent property of City at Final Completion. If the As-Built Documents are prepared on a computer, then the revised computer files shall also be provided to City in the file format specified by City.

3.12 SUBMITTALS

3.12.1 Submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of the Work for which Submittals are required, how Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Prior to starting Work or as otherwise specified in the Contract Documents, including the Notice to Proceed, Contractor shall provide to City an initial schedule for submission of the Submittals for which shop drawings are required by the Contract Documents. For each required shop drawing, Contractor shall provide to City the date for the drawing's intended Submittal to the Design Consultant for review. The date required for its return to avoid Delay in any activity beyond the scheduled start date shall also be given. Contractor is solely responsible for

any delay to Project commencement or to Final Completion resulting from Contractor's failure to timely provide required Submittals as specified.

3.12.2 All shop drawings and other Submittals shall be provided at Contractor's expense, and at the time required by the Contract Documents or requested by the Construction Manager.

3.12.3 Contractor shall review, approve, and submit to the Construction Manager, all Submittals required by the Contract Documents to be submitted and reviewed by the Design Consultant. Submittals to the Construction Manager without evidence thereon of Contractor's approval shall be returned, without review, for resubmission in accordance with these requirements. Submittals shall be provided within the time frame specified in the Special Provisions and Technical Specifications in accordance with the Construction Schedule, and in such sequence as to cause no Delay in the Work or in the activities of City or of Separate Contractors. Submittals made by Contractor which are not required by the Contract Documents, may be returned without action by the Construction Manager or Design Consultant. Submittal to the Construction Manager and Design Consultant must include a statement, in writing, identifying any deviations from the Contract Documents required due to manufacturing or installation limitations contained in the Submittal.

3.12.4 Unless otherwise specified, and excluding samples, all Submittals shall be submitted electronically, accompanied by letters of transmittal, and addressed to the Construction Manager for review. Unless otherwise specified in the Contract Documents, Submittals consisting of Drawings or Plans shall be submitted in PDF form via email to the Construction Manager at. The Submittal must be prepared and submitted in accordance with all applicable provisions in the Contract Documents. If the Submittal involves a request for substitution of materials, the request shall be clearly identified on the Submittal that it is a "Request for Substitution." Unless so clearly marked, Submittals shall not be considered as a request for substitution. The Construction Manager shall return to Contractor three (3) marked-up prints. Submittals shall include all relevant catalog sheets, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams, or product samples, necessary to describe a system, product, or item. The letter of transmittal shall include a list of the accompanying documents and the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Contractor, shall be numbered consecutively, and shall be referenced to the sheets or paragraphs of the Contract Documents, referenced by sheet or subparagraph affected. Submittals shall be combined for singular assemblies, items or materials.

3.12.5 No Work requiring a Submittal shall be performed by Contractor until the Submittal has been reviewed and approved by City, Construction Manager or Design Consultant, as appropriate, and the Design Consultant has documented the exceptions noted on the Submittal. Contractor shall allow twenty (20) Days for review of timely and complete Submittals. Once the Submittal is returned to Contractor by the Construction Manager with a statement that it has been reviewed and no exceptions are taken or further action requested, such Work shall be performed in accordance with the Submittal and the Contract Documents.

3.12.6 Contractor's Submittals represent that Contractor has determined or verified materials and field measurements and conditions related thereto and that it has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and Submittals for related Work.

3.12.7 If Contractor discovers any conflicts, omissions or errors in Submittals, Contractor shall notify the Construction Manager and receive instruction before proceeding with the affected Work.

3.12.8 Contractor shall remain solely responsible, notwithstanding City, Construction Manager or Design Consultant’s review or approval of Submittals, for deviations (including, without limitation, those arising from standard shop practice) from the Contract Documents, unless Contractor has specifically informed City, Construction Manager or Design Consultant in writing of such deviation at the time of transmitting the Submittal and City, Construction Manager or Design Consultant has given written approval of such deviation. No adjustment in the Contract Sum or Contract Time shall be permitted with respect to any such deviations that are noted in writing by Contractor and as to which City, Construction Manager or Design Consultant takes no exception or approves.

3.12.9 After review of Contractor's Submittals by City, Construction Manager or Design Consultant, as appropriate, the Construction Manager will transmit to Contractor one set of Submittals. If the Submittals are found to be incomplete or incorrect, Contractor shall resubmit after corrective action has been taken. Contractor shall reimburse City, or City may withhold from payments due Contractor, sums owing by City for any fees charged by City, Construction Manager or Design Consultant or City’s other consultants for more than two (2) reviews of a Submittal, or for accelerated review in a shorter time than set forth in the approved Construction Schedule, if requested by Contractor or caused by late Submittals by Contractor. The return of a Submittal due to failure to comply with the Contract Documents or for correction or additional information shall be considered a review.

3.12.10 Review of Submittals by City, Construction Manager or Design Consultant will be general and for conformance with design intent and shall not relieve Contractor from the responsibility for proper fitting and construction of the Work, nor from furnished materials and Work required by the Contract which may not be indicated on the reviewed Submittals.

3.12.11 Submittals shall be in English, be of good quality, and be of a size and scale to clearly show all necessary details. Submittals shall show in detail the size, sections and dimensions of all members; the arrangement and construction of all connections, joints and other pertinent details; and all holes, straps and other fittings required by other Separate Contractors for attaching their Work. When required by City, Construction Manager or Design Consultant, engineering computations shall be submitted. Contractor shall be responsible for delivering duplicates of Submittals to all other persons whose Work is dependent thereon.

3.12.12 Contractor shall, at all times, maintain at the Site a complete file of all City, Construction Manager or Design Consultant-reviewed Submittals.

3.13 TRADE NAMES, SUBSTITUTIONS

3.13.1 Any request for substitution of “or equal” items by the Contractor shall be made within 35 days of award of the contract, unless otherwise specified in these Contract Documents, and shall be governed by Public Contract Code Section 3400.

3.13.2 If City accepts for use in the Project a substitute material or process which in the opinion of City, Construction Manager or Design Consultant is not the equal of that specified, a Change Order shall be issued issuing a credit to City for the difference in value.

3.13.3 Substitutions by Contractor that are incorporated into the Work without the prior review and Approval by City, Construction Manager or Design Consultant in accordance with the requirements of the Contract Documents shall be deemed to be Defective Work.

3.13.4 The specified Construction Contract completion time shall not be affected by any circumstance developing from the substitution provisions of this Section.

3.14 DAILY REPORTS BY CONTRACTOR

3.14.1 At the end of each working day, Contractor shall submit a daily report to the Construction Manager (on a form provided by or accepted by the Construction Manager) listing:

- (i) Labor - Names of workers, classification, hourly rates and hours worked.
- (ii) Material - Description and list of quantities of materials used.
- (iii) Equipment - Type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- (iv) Inspection and Testing Activities - Name, City or company and items involved.
- (v) Areas of Work - The areas of the Site on which Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the day.
- (vi) Accidents, Delays, Defective Work - Description in detail of any injuries to workers, accidents, Delays, or Defective Work that were encountered.
- (vii) Other Services and Expenditures - Description in such detail as City may require of other services and expenditures.

3.14.2 Reports by Subcontractors that comply with the requirements of this Section 3.14 shall also be submitted to the Construction Manager through Contractor at the end of each working day

3.14.3 Submission of daily reports by Contractor and Subcontractors performing Work on the Site shall be a condition precedent to Contractor's right to payment under the Contract.

3.14.4 Facts, notice or information contained in daily reports of Contractor or its Subcontractors, whether known or not known to City or Construction Manager, shall under no circumstances be considered evidence of compliance by Contractor with any of the specific written notice requirements of the Contract Documents.

3.15 CUTTING AND PATCHING

3.15.1 Contractor shall do all cutting, fitting, or patching of the Work required to make all parts of the Work join properly and to allow the Work to join the work of Separate Contractors shown in, or reasonably implied by, the Contract Documents.

3.15.2 Contractor shall not endanger the Work, the Project, Existing Improvements, or adjacent property by cutting, digging, or otherwise. Contractor shall not cut or alter the work of any Separate Contractor without the prior written consent of City.

3.15.3 In all cases, cutting shall be performed under the supervision of competent workers skilled in the applicable trade and shall cause the openings to be cut as small as possible to minimize unnecessary damage.

3.16 ACCESS TO THE WORK

3.16.1 City, Construction Manager, Design Consultant, their consultants and other persons authorized by City shall at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access and for inspection.

3.16.2 City may, at any time, and from time to time during the performance of the Work, enter the Project for the purpose of installing any necessary other work by City labor or other contracts or for any other purpose. Contractor shall cooperate with City and not interfere with other work being done by or on behalf of City.

3.17 ROYALTIES AND PATENTS

Contractor shall pay all royalties and license fees required for the performance of the Work. Contractor shall immediately notify City if it learns of any circumstances that may constitute an infringement of patent rights and shall defend and indemnify City and the members of the Project Team in accordance with the indemnity provision in the Construction Contract against Losses, liabilities, suits or Claims resulting from Contractor's or any Subcontractor's or Sub-subcontractor's infringement of patent rights.

3.18 PERMITS AND LICENSES

The Contractor shall comply with all provisions of any permits necessary to accomplish the Work as presented in this Contract. Contractor shall obtain and be responsible for the cost of all permits and applications related to the construction of the Project.

3.19 DIFFERING SITE CONDITIONS

3.19.1 This provision is applicable if the Project involves digging trenches or other excavations that extend deeper than four (4) feet below the surface. Contractor shall promptly, and before the following conditions are disturbed, provide written notice to City if the Contractor finds any of the following conditions:

- .1 Material that Contractor believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
- .2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- .3 Unknown physical conditions at the site of any unusual nature, differing materially different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- .4 Except as otherwise provided in this Section 3.19, and as specified under law, including Public Contract Code Section 7104, Contractor is responsible for performing the Work subject to existing site conditions, without adjustment to the Contract Sum or Contract Time.

3.19.2 City shall promptly investigate any of the above the conditions and if City finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described in the Contract Documents. The City may, acting in its sole

discretion, extend the applicable deadline for submitting a Change Order Request when it is based upon differing conditions subject to Public Contract Code Section 7104.

3.19.3 In the event that a dispute arises between the City and the Contractor regarding any of the matters specified in subsection 3.19.1, above, Contractor shall not be excused from any scheduled completion date provided for in the Contract Documents, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between Contractor and City.

3.20 INSPECTIONS

3.20.1 In order to allow for inspection by City and other agencies, or any inspection required elsewhere in the Special Provisions and Technical Specifications, Contractor shall notify City in writing three (3) Days in advance of the permanent concealment of any materials or Work.

3.20.2 Whenever Contractor desires to carry on the Work of this Construction Contract at hours other than those specifically required by the City or 8:00 AM to 6:00 PM, Monday through Friday or from 9:00 AM to 5:00 PM on Saturdays, it shall request authorization in writing from City for such Work at least twelve (12) Days in advance and, if approved to proceed, Contractor agrees to pay the costs incurred by the City to provide inspectors during these times and the costs incurred for the Construction Manager, Design Consultant and/or other City consultants whose presence at the Site is necessary. City offices are closed on alternate Fridays commencing January 12, 2001, and every other Friday thereafter. Inspections by City Building Department may not be available on these days.

3.20.3 If any Work is concealed or performed without the prior notice specified above, then the Work shall be subject to such tests or exposure as may be necessary to prove to City that the materials used and the Work done are in conformity with the Contract Documents. All labor and equipment necessary for exposing and testing shall be furnished by Contractor at its expense. Contractor shall replace, at its own expense and without reimbursement by City, any materials or Work damaged by exposure and any faulty materials or work evidenced by such exposure or testing, and shall be responsible for any Delay caused thereby.

3.20.4 When, in order to comply with the intent of the Contract Documents, inspection must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Contractor shall notify City a sufficient length of time in advance to allow for arrangements to be made for such inspection. If required testing and/or inspection must be conducted at a location more than one hundred (100) miles from the Site, Contractor shall be responsible for the additional travel costs required for testing and/or inspection at such location.

3.20.5 Any inspection or approval by any representative or agent of City will not relieve Contractor of the responsibility of incorporating into the Work only those materials which conform to the Contract Documents, and any nonconforming materials shall be removed from the Site whenever identified, at Contractor's sole expense.

3.20.6 When Contractor believes it has achieved either Substantial or Final Completion of the Work, Contractor shall notify City and the Construction Manager in writing and request a Substantial or Final Completion inspection of the Work. City, Design Consultant and Construction Manager will make such inspection as soon thereafter as possible.

3.21 STOP NOTICES

Contractor must promptly pay its Subcontractors in accordance with the subcontract requirements and California prompt payment statutes. If any stop notice or other claim is served, filed or recorded in connection with the Work, City shall have the option, in its sole discretion, to permit Contractor immediately and at its own expense obtain a bond executed by a good and sufficient surety, in accordance with Civil Code section 9364, in a sum equal to one hundred twenty-five percent (125%) of the amount of such stop notice or claim. Such bond shall guarantee the payment of any amounts which the claimant may recover on the stop notice or claim, together with the claimant's costs of suit in any action to enforce such stop notice or claim if the claimant recovers therein. This remedy shall be in addition to all other rights and remedies of City under the Contract Documents and applicable law, including, without limitation, the right to withhold funds from sums due to Contractor. **Contractor shall timely notify City of Contractor's receipt of any stop notice or other third-party claim, valid or invalid, relating to the Contract Documents.**

3.22 PARKING

Contractor shall provide and maintain suitable parking areas, for use by all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, construction activities or public parking. The Construction Manager shall approve the location of all off-site parking in the City.

3.23 USE OF THE PROJECT SITE AND CLEAN UP

3.23.1 Contractor shall confine operations at the Site to areas permitted by Applicable Code Requirements and the Contract Documents. Contractor shall not encumber the Site with materials or equipment so that Separate Contractors' work is hindered or impeded due to such encumbrances.

3.23.2 Contractor shall, during performance of the Work, keep the Site and surrounding area free from the accumulation of excess dirt, dust, waste materials, water and rubbish caused by Contractor or any Subcontractors. Contractor shall continuously and daily remove all excess dirt, waste material, water and rubbish caused by Contractor and all tools, equipment, machinery and surplus materials from the Site and surrounding area at end of each day. Adequate cleanup will be a condition for progress payments.

3.23.3 Personnel of Contractor shall not occupy, live upon, or otherwise make use of the Site during any time that Work is not being performed at the Site, except as otherwise provided in the Contract Documents.

3.23.4 Upon Final Completion of the Work, Contractor shall remove all construction facilities, appurtenances, tools, material and other articles from the Site. The entire area, including all fixed equipment, floors, surfaces and hardware shall be cleaned and restored to their original condition in accordance with the Special Provisions and Technical Specifications.

3.23.5 In addition to water sprinkling, temporary enclosures and anti-dust sweeping compounds should be used to limit dust and dirt rising and to keep the Site clean.

3.23.6 Construction materials shall be neatly stacked by Contractor when not in use. Loose materials, whether on the Site or in transit, shall be covered to prevent dust. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from the affected surfaces to prevent marring or other damage to the Work.

3.23.7 Volatile wastes shall be properly stored in covered metal containers and removed daily. All other trash receptacles shall be promptly emptied when full.

3.23.8 Contractor shall promptly and legally transport and dispose of removed and demolished items and waste materials not identified to be recycled or reused in compliance with local ordinances and anti-pollution laws. No rubbish or waste materials shall be burned, buried, or otherwise disposed of on the Site.

3.23.9 The Contractor shall provide sanitary facilities at the Site, which shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. Contractor shall require all personnel to use the sanitary facilities. Sanitary facilities shall be on a portable trailer and shall be removed from the Site at the end of each workday. For sewer lining projects, Contractor shall provide additional sanitary facilities on a portable trailer to be used by the residents during lining installation (one sanitary facility per each 30 meters [100 feet]). Contractor shall remove the sanitary facilities as soon as relief holes are cut and notices of completion are delivered.

3.24 ENVIRONMENTAL CONTROLS

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of Work involved and no additional compensation will be allowed.

3.24.1 AIR POLLUTION CONTROL. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including rules promulgated by the Bay Area Air Quality Management District, the California Department of Public Health or any other applicable agency. In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paint thinners, curing compounds, parts cleaners and degreasers and liquid asphalt used on the Project shall comply with the applicable material requirements of the Bay Area Air Quality Management District. All containers of paint thinner, curing compound parts cleaners and degreasers or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements. Material to be disposed of shall not be disposed of onsite (i.e. used up inappropriately or burned). Compressed gases contained within cylinders or aerosol cans shall never be released for any purpose other than that intended by the manufacturer.

- .1 **Mold.** The Contractor shall take steps to prevent mold from developing on the Site, or being released into the air and shall promptly decontaminate any areas of mold that develop.
- .2 **VOC's.** Only construction materials that emit low levels of volatile organic compounds (VOC) shall be used within indoor areas. Adequate ventilation of packaged dry products shall be used prior to installation. Contractor is responsible to ventilate the building during the application of wet products (e.g., paints, glues, sealants), which release their highest levels of VOC's during the curing period immediately after the application. Also, wet products shall be applied before installing materials that act as "sinks" such as carpets, fabric, ceiling tiles, movable partitions, furniture, etc. in order to reduce the chance of the "sinks" absorbing contaminants and slowly releasing them into the building over time.
- .3 **Off-Gassing.** Contractor is responsible for identifying specific materials that require more complex ventilation to accelerate off-gassing. In addition to paints, glues and sealants, those materials that generally require temporary ventilation include, without limitation: composite wood products, plastics, waterproofing, insulation, fireproofing, caulking, acoustical ceilings, resilient flooring and wood preservatives.

- .4 **Barriers.** Barriers shall be used to prevent the migration of airborne pollutants from areas under construction and to mitigate any construction noise that may disrupt occupant activities. If effective controls for pollution emissions cannot be practically implemented, activities involving significant airborne pollutants shall be scheduled during off-hours at Contractor's expense. The Site shall be ventilated with fresh outside air during and immediately after the noxious activity.
- .5 **Exhaust.** Contractor shall install temporary exhaust systems in construction areas to prevent contaminated air from entering the building's return-air system, including, without limitation:
- (i) Removing windows in a space.
 - (ii) Using available or dedicated exhaust systems (e.g., kitchen or toilet exhaust) that are not tied into the building's overall return-air system.
- .6 **Treated wood waste (TWW).** TWW is any wood treated with preserving chemicals that protect the wood from insect attack or fungal decay (typically railroad ties, power poles, or bollards) shall be managed by Contractor to minimize dust generation. Contractor shall never grind TWW and shall be properly dispose TWW at a permitted TWW disposal facility. If Contractor size-reduces the TWW then Contractor shall collect all dust generated for proper offsite disposal.
- .7 **Contaminated Soil Removal.** Unless approved by the City, contaminated soils that are being removed shall be loaded directly into truck trailers that shall transport the soils directly to disposal facilities and not stockpiled onsite or elsewhere. If the City approves the temporary stockpiling of soils onsite, then Contractor shall cover the soil with visqueen (or other suitable material) within 1 hour.

The building shall be flushed with full outdoor air for seven (7) Days prior to occupancy. Full capacity of the HVAC system shall be used for at least 2.5 ACH (air changes per hour), provided by temporary fans. During this time, the interiors shall be thoroughly cleaned, the HVAC ducts vacuumed, and air and HVAC system filters replaced.

3.24.2 WATER POLLUTION CONTROL.

- .1 Contractor shall at a minimum use applicable Best Management Practices listed in the California Stormwater Quality Association Construction Handbook <http://www.cabmphandbooks.com/Construction.asp> to prevent the pollution of storm drains and watercourses by discharges of materials other than uncontaminated storm water. Prohibited discharges include storm water runoff discharges that may threaten to cause pollution, contamination or nuisance, sanitary waste, sediment and debris from erosion and other substances resulting from construction activities. Sanitary wastes will not be permitted to enter any storm drain or watercourse and must be routed to the sanitary sewer system. No sediment, debris or construction materials will be permitted to enter sanitary sewers.
- .2 Contractor shall provide effective and continuous control of water pollution, including Work in small or multiple units, on an out of phase schedule or with modified construction procedures. Contractor shall determine which methods are most effective in achieving control of water pollution as a result of Contractor's operations. Contractor shall coordinate water pollution control work with all other Work performed by Contractor and Separate Contractors.

- .3 Before starting any Work on the Project, Contractor shall submit to the Construction Manager for acceptance a Storm Water Pollution Prevention Plan (SWPPP) for effective control of storm water pollution. Such plan shall show the schedule and detailed description for the storm water pollution prevention and erosion control work or practices included in the Construction Contract and for all storm water pollution control measures which Contractor proposes to employ in connection with construction of the Project to minimize the effects of their operations upon storm drains, adjacent streams, and other bodies of water. Contractor shall not perform any clearing and grubbing or earthwork on the Project, other than that specifically authorized in writing by the Construction Manager, until such SWPPP has been approved by a City representative or the Construction Manager. Contractor shall revise and bring up to date said SWPPP at any time the Construction Manager makes written request for such revisions.
- .4 City shall not be liable to Contractor for failure to accept all or any portion of any originally submitted or revised SWPPP, or for any Delays to the Work due to Contractor's failure to submit an acceptable SWPPP. Contractor assumes sole responsibility for all costs associated with treatment of storm water polluted as a result of Contractor's Site activities, whether treatment is initiated by Contractor or City.
- .5 Contractor may request the Construction Manager to waive the requirement for submission of a written SWPPP when the nature of Contractor's operation is such that pollutant discharge or soil erosion is not likely to occur. Waiver of this requirement will not relieve Contractor from responsibility for compliance with the other provisions of this Section. Waiver of the requirement for a written SWPPP will not preclude City requiring submittal of a SWPPP at a later time if the Construction Manager deems it necessary because of the effect of Contractor's operations.
- .6 Where erosion damage which will cause storm water pollution is probable due to the nature of the material or the season of the year, Contractor's operation shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.
- .7 All storm water pollution control work required elsewhere in the Contract Documents which may be accomplished under the various contract items of Work will be measured and paid for as provided in said items of Work elsewhere in these Contract Documents.

3.24.3 URBAN RUNOFF. At a minimum, the following specific Best Management Practices which address the potential pollution impacts of urban runoff shall apply to all projects undergoing construction in City. The Best Management Practices listed below (in addition to those listed in the Technical Specifications) are required by City, and shall apply at the time of demolition of an existing structure or commencement of construction until receipt of a certificate of occupancy or certificate of completion:

- .1 Sediment and construction waste from construction sites and parking areas shall not leave the Site.
- .2 Any sediments or other construction materials which are tracked off the Site shall be removed the same day. Straw wattles or another temporary sediment barrier shall be installed around the perimeter of the Site to prevent the sediment from leaving the Site.
- .3 On an emergency basis only, plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

- .4 Excavated soil shall be located on the Site in a manner that eliminates the possibility of sediment running into the street, storm drains, water bodies, or adjoining properties. Material stockpiles shall be covered within 1 hour of stockpiling the material until the material is either used or removed.
- .5 No washing of construction vehicles shall be allowed on or adjacent to the Site.
- .6 Drainage controls shall be utilized as needed, depending on the extent of proposed grading and topography of the Site, including, but not limited to the following: (i) detention ponds or sedimentation ponds; and (ii) dikes, berms or ditches; and (iii) down drains, chutes or flumes.

3.24.4 STORM WATER POLLUTION PREVENTION DURING ROADWORK. To avoid storm water pollution, Contractor shall plan roadwork and pavement construction as follows:

- .1 Apply concrete, asphalt, and seal coat during dry weather to prevent contaminants from contacting storm water runoff.
- .2 Cover storm drain inlets and manholes when paving or applying seal coat, slurry seal, fog seal, etc.
- .3 Always park paving machines over drip pans or absorbent materials.
- .4 When making saw-cuts in pavement, use as little water as possible. Cover each catch basin completely with filter fabric during the sawing operation. Shovel or vacuum the slurry residue from the pavement and remove from the Site.

3.24.5 STORMWATER POLLUTION. To avoid stormwater pollution, Contractor shall plan roadwork and pavement construction as follows:

- .1 Apply concrete, asphalt, and seal coat during dry weather to prevent contaminants from contacting stormwater runoff.
- .2 Cover storm drain inlets and personnel access holes when paving or applying seal coat, slurry seal, fog seal, etc.
- .3 Always park paving machines over drip pans or absorbent materials, since they tend to drip continuously.
- .4 When making saw-cuts in pavement, use as little water as possible. Cover each catch basin completely with filter fabric during the sawing operation and contain the slurry by placing straw bales, sand bags, or gravel dams around the catch basin. After the liquid drains or evaporates, shovel or vacuum the slurry residue from the pavement or gutter and remove from the Site.

3.24.6 DRAINAGE CONTROL. Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, Site and adjacent property. Also drainage facilities shall be constructed to minimize the potential pollution to the ocean.

Existing drainage channels and conduits shall be cleaned, enlarged or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect City's private property and utility owner's facilities and the Work, and to direct water to drainage channels or conduits. Retention of drainage on the Site shall be provided as necessary to prevent downstream flooding.

3.24.7 DUST CONTROL. As elsewhere provided herein, the Contractor shall be responsible for all dust alleviation and control measures necessary and required for the public safety and convenience during the life of the contract. The Contractor shall use reclaimed water to control dust from unpaved surfaces as needed on a daily basis or as directed by the Construction Manager. The water shall be applied at a limited rate so as to avoid the creation of runoff from the site. The Contractor shall not use water to flush down paved or impervious surfaces as a means of dust control. Paved or impervious surfaces shall be swept with a street sweeper as needed to control dust on the site. Compensation for water applied as alleviation and/or prevention of dust nuisance and street sweeping shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

3.24.8 SPECIAL HAZARDOUS SUBSTANCES AND PROCESSES. Contractor shall comply with the provisions of all applicable hazardous materials Standards including but not limited to California Code of Regulations (CCR) Title 8, Chapter 4, Group 16 (CalOSHA Control of Hazardous Substances), CCR Title 22, Division 4.5, (hazardous waste management standards), California Health & Safety Code Division 20, Section 6.5 (hazardous waste control), California Fire Code, Code of Federal Regulations (CFR) 49 (DOT regulations), CFR 40, Part 60 (U.S. hazardous waste standards) and applicable sections of the Palo Alto Municipal Code. Contractor shall at all times maintain an inventory of hazardous materials stored onsite and all applicable Material Safety Data Sheets (MSDSs) available for review by the City.

For City-generated hazardous waste removal, the City will take full generator status for the hazardous wastes as described under CCR 22. The City will obtain any EPA Identification numbers for the project and will sign each manifest as the generator before the material is transported. Contractor shall fully manage the hazardous wastes for the City including the removing, storing, transporting and disposing of the hazardous wastes. For construction activities that remove existing hazardous wastes, such as, asbestos removal, contaminated soil removal, lead paint removal or other contamination abatement projects, Contractor shall develop a hazardous materials management plan (HMMP). The HMMP shall contain sufficient information that shall demonstrate how the Contractor will remove, secure and store, transport to a permitted disposal facility. Contractor shall submit the HMMP to the City for approval. At a minimum, the HMMP shall include:

- Project map that shall show hazardous waste removal areas, storage areas (including all fencing, gates, locks, structures etc.;
- Hazardous waste expected inventory including quantities and types of wastes;
- Security program – how the Contractor will keep hazardous materials secure from public contact;
- Monitoring and inspection program;
- Inventory of emergency equipment onsite;
- Transportation Plan includes how the Contractor plans to package and transport the hazardous wastes;
- Disposal facility name and location;
- Any other information that would reasonably describe Contractor hazardous waste removal, storage and disposal plans.

City has the sole right to reject the hazardous waste transporter and/or disposal facility from Contractor's consideration.

Hazardous wastes that are generated from Contractor's activities while completing the project (i.e. equipment maintenance fluids, empty oil or solvent drums, etc. shall be the sole responsibility of the Contractor who is the generator of the wastes under the Hazardous Waste Generator Regulations CCR Title 22. Wastes must be handled, recycled or disposed of in the United States.

3.24.09 ENVIRONMENTAL PURCHASING POLICY. The Contractor shall comply with the City of Palo Alto's Environmental Purchasing Policy, as amended from time to time. A copy is available at the City's Purchasing Division.

3.24.10 ZERO WASTE REQUIREMENTS. The Contractor shall comply with waste reduction, reuse, recycling and disposal requirements of the City's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, Contractor shall comply with the following zero waste requirements:

- All printed materials provided by Contractor to City generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by the City's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable-based inks.
- Goods purchased by Contractor on behalf of the City shall be purchased in accordance with the City's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Office.
- Reusable/returnable pallets shall be taken back by the Contractor, at no additional cost to the City, for reuse or recycling. Contractor shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

3.24.11 SOUND CONTROL.

- .1 Contractor shall comply with the City's Noise Ordinance set forth in Chapter 9.10 of the Palo Alto Municipal Code, except as modified in the Special Provisions and Technical Specifications. Copies of the Noise Ordinance are available in the Purchasing Division.
- .2 Each internal combustion engine used for any purpose on the Site or otherwise within the City of Palo Alto shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler. This requirement in no way relieves Contractor from responsibility for complying with local ordinances regulating noise level.
- .3 The noise level requirement shall apply to all equipment on the Work or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.
- .4 Prior to starting construction, all equipment to be used on the Project shall be inspected and tested for compliance with the requirements of this Project. Sound blankets or other sound mitigation equipment approved by the Construction Manager shall be required to bring equipment into compliance with the requirements of this Project.

3.25 TEMPORARY WATER, LIGHT AND POWER

Water for any purpose shall be obtained by Contractor, at its expense, from City. Contractor is to contact the Construction Manager for a phone number and contact person. In no case may Contractor obtain water from unmetered fire hydrants. The costs of obtaining water shall be included in the prices paid for the various contract items of work included and no additional compensation will be allowed therefore, unless otherwise specified in the Contract Documents. The City imposes a penalty for taking water from an unmetered fire hydrant. The penalty shall be deducted from the payment due Contractor. Contractor shall purchase power from the City, at Contractor's expense.

3.26 CITY TRUCK ROUTE ORDINANCE

The Contractor and any subcontractors or suppliers shall at all times comply with the requirements of the City of Palo Alto Truck Route Ordinance set forth in Chapter 10.48 of the Palo Alto Municipal Code.

3.27 UNFAIR BUSINESS PRACTICES CLAIMS

Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders Final Payment to Contractor, without further acknowledgment by the parties. Contractor shall incorporate this provision in all Subcontractor contracts.

3.28 EXISTING UTILITIES

3.28.1 Prior to the start of any grinding or any excavation, the Contractor shall be responsible for notifying Underground Services Alert (USA) 800-642-2444 at least five (5) days prior to beginning underground work so that existing utilities can be marked in the field. The Contractor is responsible for the location of all utilities, both public and private. Contractor shall give specific address for grinding or excavation location. Each location shall be marked by the Contractor in the field with white paint.

3.28.2 The Contractor shall acknowledge that the marking of underground utilities is only approximate, and shall take all necessary precautions to avoid damaging these utilities.

3.28.3 All Underground Services Alert marking shall be removed by the Contractor. Any utilities damaged or altered in any way during the performance of the work under this Contract shall be promptly reported to the Engineer, and shall be restored to their original condition at the Contractor's expense.

3.28.4 If the Contractor comes into contact with any existing utilities during its operations, the Contractor shall notify the Engineer before proceeding with the work involved.

3.28.5 Pursuant to Government Code Section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor shall immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site, if such utilities are not identified in the Contract Documents. Contractor shall be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans or specifications with reasonable accuracy and for equipment on the Project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the Work, to the extent such delay was caused by City's failure to provide for removal or relocation of such utility facilities.

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT ADMINISTRATION BY CITY, DESIGN CONSULTANT AND CONSTRUCTION MANAGER

4.1.1 City and the Construction Manager will provide administration of the Construction Contract as provided in the Contract Documents.

4.1.2 No actions taken by City, Construction Manager or Design Consultant shall relieve Contractor of its obligations described in the Contract Documents.

4.1.3 The Construction Manager will be present on the Site during the performance of the Work primarily for the purposes of providing administration, inspection and expediting communications between City, Design Consultant and Contractor.

4.1.4 Neither City, Design Consultant nor Construction Manager will have control over, will be in charge of, or will be responsible for construction means, methods, techniques, safety, sequences or procedures or for safety precautions and programs in connection with the Work, all of which are the sole responsibility of Contractor.

4.1.5 Unless otherwise provided in the Contract Documents or when direct communications have been specifically authorized, communications between Contractor and City or Design Consultant shall be in writing through Construction Manager. Communications by Contractor or Subcontractors and with Separate Contractors shall be through the Construction Manager. Contractor shall not rely on oral or other non-written communications.

4.1.6 Based on the Construction Manager's Site visits and evaluations of Contractor's Applications For Payment, the Construction Manager will review and recommend to City for City approval the amounts, if any, due Contractor.

4.1.7 Construction Manager will make recommendations to City to reject the Work, or any portion thereof, which does not conform to the Contract Documents. City alone shall have the authority to stop the Work or any portion thereof. Whenever City considers it necessary or advisable, City will have the authority to require additional inspection or testing of the Work in accordance with the Contract Documents, whether or not such Work is fabricated, installed or completed. However, no authority of City conferred by the Contract Documents nor any decision made in good faith either to exercise or not exercise such authority, nor any recommendation by the Construction Manager, shall give rise to a duty or responsibility of City or the Construction Manager to Contractor or its Subcontractors.

4.1.8 Construction Manager's authority includes, but is not limited to the following:

- .1 Conduct or direct inspections to determine suitability of the Project or portion thereof for Beneficial Occupancy.
- .2 Assist City in determining the dates of Substantial Completion and Final Completion;
- .3 Review any records, written warranties and related documents required by the Contract Documents and assembled by Contractor; and
- .4 Make recommendations to City for issuance of Final Payment upon Contractor's compliance with the requirements of the Contract Documents.

4.1.9 City, with the assistance of recommendations from the Design Consultant and/or Construction Manager, shall be the ultimate interpreter of the requirements of the Contract Documents and the judge of performance thereunder by Contractor. Such decisions by City will be final and binding upon Contractor.

4.2 CLAIMS

4.2.1 Public Contract Code Section 9204. Public Contract Code Section 9204 (“Section 9204”) sets forth certain pre-litigation claims procedures for public works projects that City is required to include in its Contract Documents. In summary, Section 9204 requires public entities to respond to claims within 45 days, to meet and confer if requested by the contractor, to promptly pay undisputed amounts, and to mediate unresolved claims prior to litigation, absent a mutual waiver of mediation. It expressly provides for the submission of subcontractor “pass-through” claims, and allows public entities to prescribe reasonable additional change order, claim, and dispute resolution procedures and requirements, so long as the additional provisions do not conflict with or otherwise impair the timeframes and procedures set forth in Section 9204. The requirements of Section 9204 are incorporated and included in the following provisions, which also include reasonable additional procedures.

4.2.2 Scope and Authority. This Section 4.2 applies to any Claim, as defined in Section 1.1.19, above, arising from or related to the Contract or performance of the Work. It is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204, and Public Contract Code Sections 20104 et seq., which are incorporated by reference herein and included in these provisions.

4.2.3 Accrual of Claim. A Claim accrues and arises upon issuance of a written decision by the City or Construction Manager denying, in whole or in part, a Change Order Request, which was previously submitted in compliance with these Contract Documents. A Claim that demands an extension of time or an increase in the Contract Sum does not accrue unless Contractor has previously submitted such demand(s) in a Change Order Request.

4.2.4 Claims Submission Requirements and Deadlines. All Claims must be submitted in writing by registered mail or certified mail with return receipt requested. Except for Claims disputing the amount of Final Payment, all Claims and all supporting documentation and certifications, as further detailed below, must be received by the City Clerk's office within twenty-one (21) Days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with the Contract Documents, has been rejected in whole or in part; any Claim which is not submitted prior to Final Payment is deemed waived. A Claim disputing the amount of Final Payment must be submitted within fourteen (14) Days of the effective date of Final Payment. Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. **Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.**

4.2.5 Supporting Documentation. A Claim submittal must include the following:

- .1 A statement that it is a Claim, clearly specifying the amount requested (with respect to Claims for payment), and/or the number of days requested (with respect to Claims for an extension of the Contract Time);
- .2 A detailed description of the act, error, omission, Differing Site Condition, event or other circumstance giving rise to the Claim; and
- .3 A statement demonstrating that a Change Order Request was submitted in a timely manner as required by Section 7.2 of these General Conditions, along with a copy of the Change Order Request and the City's written rejection of the subject Claim.
- .4 All documents necessary to substantiate the Claim, including, without limitation:

- (i). A detailed cost breakdown in the form required for submittal of Change Order Requests, and subject to the limitations described in Article 7, below.
 - (ii). Copies of actual job cost records demonstrating that the costs have been incurred.
 - (iii). If the Claim is based on an error, omission, conflict or ambiguity in the Contract Documents: (i) a sworn statement by Contractor and any Subcontractor involved in the Claim, to the effect that the error, omission, conflict or ambiguity was not discovered prior to submission of the Bid, and (ii) if not discovered, a sworn statement demonstrating that the error, omission, conflict or ambiguity could not have been discovered by Contractor, its Subcontractor(s) or in exercise of the degree of care required of them under the Contract Documents for review of the Contract Documents prior to submission of the Bid.
- .5 If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that Contractor is entitled to an extension of time under the Contract Documents.
- .6 A written certification signed by a responsible managing officer of Contractor's organization, who has the authority to sign subcontracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

I hereby certify under penalty of perjury under the laws of the State of California that I am a managing officer of _____ and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of _____ and that the following statements are true and correct.

(i) The facts alleged in or that form the basis for the Claim are true and accurate; and,

(ii) Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,

(iii) Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the Losses or damages suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim; and,

(iv) Contractor has, with respect to any request for extension of time or claim of Delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor involved in the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(v) Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim; and

(vi) Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.).

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

4.2.6 Strict Compliance Required. No Claim may be asserted unless Contractor has strictly complied with the requirements of Section 4.2 of these General Conditions, which shall be considered conditions precedent to Contractor's rights to assert the Claim and to initiate the Contract Dispute Resolution Process set forth below with respect to such Claim.

4.2.7 No Work Delay. Notwithstanding the submission of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue to make payments as required by the Contract Documents.

4.2.8 City Response. City shall respond in writing within forty-five (45) Days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed or undisputed, unless the 45 Day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code Section 9204. However, if City determines that the Claim is not adequately documented, City may first request in writing, within thirty (30) days of receipt of the Claim, additional information or documentation supporting the Claim, or relating to defenses to the Claim that City may have against the Claim, in which case City shall respond to the Claim within forty-five 45 Days after receipt of the further information or documentation. If Contractor fails to submit the additional documentation to City within fifteen (15) Days of receipt of City's request, the Claim will be deemed waived. If City Council authorization is necessary for City to respond to a Claim, City will respond within three (3) Days following the Council's consideration of the Claim, which shall be scheduled in accordance with Section 9204.

4.2.9 Non-Waiver. Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

4.2.10 Payment on Undisputed Portion. Any payment due on an undisputed portion of the Claim shall be paid within 60 Days after the City issues its written response.

4.2.11 Meet and Confer. If Contractor disputes City's response, or if City fails to respond within the prescribed time set forth above, Contractor may so notify City and demand a meet and confer conference for settlement of the issues in dispute, in writing sent by registered mail or certified mail, return receipt requested, within fifteen (15) Days of City's response or within fifteen (15) Days of City's failure to respond. If Contractor fails to dispute City's response within the specified time, Contractor's Claim shall be deemed waived.

- .1 Schedule Meet and Confer. Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.
- .2 Location for Meet and Confer. The meet and confer conference will be scheduled at a location at or near City's principal office.
- .3 Written Statement After Meet and Confer. Within ten (10) working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.
- .4 Submission to Mediation. If the Claim or any portion remains in dispute following the meet and confer conference, within ten (10) working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the disputed portion(s) will be submitted for nonbinding mediation, as set forth below.

4.2.12 Mediation. Within ten (10) working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator and mediation process, consistent with and as provided under Public Contract Code section 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152. The parties will share the costs of mediation equally, except costs incurred by each party for its representation by legal counsel or any other consultants.

4.2.13 The Claim procedures set forth herein do not apply to the following:

- (i) Penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency.
- (ii) Tort claims for personal injury or death.
- (iii) False claims liability under California Government Code Section 12650, et seq.
- (iv) Defects in the Work first discovered by City after Final Payment by City to Contractor.
- (v) Stop notices.
- (vi) The right of City to specific performance or injunctive relief to compel performance of any provision of the Contract Documents.

4.2.14 If the Claim is not fully resolved during the meet and confer conference or through mediation, as to those portions of the Claim which remain in dispute, Contractor may commence the Contract Dispute Resolution Process set forth below by filing a Statement of Contract Dispute with the City within thirty (30) Days following the meet and confer conference if the parties have mutually waived mediation, or within thirty (30) Days following the mediation result. If Contractor fails to submit a Statement of Contract Dispute within the applicable thirty (30) Day period, City's last written response will become final and binding upon Contractor, and Contractor shall be deemed to have waived and release any further right to pursue the Claim.

4.3 RESOLUTION OF CONTRACT DISPUTES.

Contract Disputes shall be resolved by the parties in accordance with the Contract Dispute Resolution Process set forth in this Section 4.3 of the General Conditions in lieu of any and all rights under the law that

either party have its rights adjudged by a trial court or jury. All Contract Disputes shall be subject to the Contract Dispute Resolution Process set forth in this Section 4.3, which shall be the exclusive recourse of Contractor and City for such Contract Disputes.

4.3.1 Non-Contract Disputes. Contract Disputes shall not include any of the following:

- (i) Penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency;
- (ii) Third party tort claims for personal injury, property damage or death relating to any Work performed by Contractor or its Subcontractors or Sub-subcontractors of any tier;
- (iii) False claims liability under California Government Code Section 12650, et. seq.;
- (iv) Defects in the Work first discovered by City after Final Payment by City to Contractor;
- (v) Stop notices; or
- (vi) The right of City to specific performance or injunctive relief to compel performance of any provision of the Contract Documents.

4.3.2 Litigation, City Election. Matters that do not constitute Contract Disputes shall be resolved by way of an action filed in the Superior Court of the State of California, County of Santa Clara, and shall not be subject to the Contract Dispute Resolution Process. However, the City reserves the right, in its sole and absolute discretion, to treat such disputes as Contract Disputes. Upon written notice by City of its election as provided in the preceding sentence, such dispute shall be submitted by the parties and finally decided pursuant to the Contract Dispute Resolution Process in the manner as required for Contract Disputes, including, without limitation, City's right under Paragraph 4.3.5 to defer resolution and final determination until after Final Completion of the Work.

4.3.3 Submission of Contract Dispute.

.1 By Contractor.

Contractors may commence the Contract Dispute Resolution Process upon conclusion of the Claims process set forth in Section 4.2 above. Contractor shall submit a written Statement of Contract Dispute (as set forth below) to City within thirty (30) Days after conclusion of the meet and confer process or mediation, as applicable, set forth in Section 4.2. Failure by Contractor to submit its Statement of Contract Dispute in a timely manner shall result in City's decision by City on the Claim becoming final and binding. Contractor's Statement of Contract Dispute shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to the Contract Dispute, the dates of their occurrence and the asserted effect on the Contract Sum and the Contract Time. The Statement of Contract Dispute shall include adequate supporting data to substantiate the disputed Claim, in compliance with the Change Order Request requirements set forth herein.

.2 By City.

City's right to commence the Contract Dispute Resolution Process shall arise at any time following City's actual discovery of the circumstances giving rise to the Contract Dispute. City may also assert a Contract Dispute in response to a Contract Dispute asserted by Contractor. A Statement of Contract Dispute submitted by City shall state the events or circumstances giving rise to the Contract Dispute, the dates of their occurrence and the damages or other relief claimed by City as a result of such events.

.3 Contract Dispute Resolution Process.

The parties shall utilize each of the following steps in the Contract Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Contract Dispute Resolution Process, and good faith effort shall

be a condition precedent to the right of each party to proceed to the next step in the process.

4.3.4 Direct Negotiations. Designated representatives of City and Contractor shall meet as soon as possible (but not later than ten (10) Days after receipt of the Statement of Contract Dispute) in a good faith effort to negotiate a resolution to the Contract Dispute. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claims or defenses being asserted by such party in the negotiations, and with full authority to resolve such Contract Dispute then and there, subject only to City’s obligation to obtain administrative and/or City Council approval of any agreed settlement or resolution. If the Contract Dispute involves the assertion of a right or claim by a Subcontractor against Contractor that is in turn being asserted by Contractor against City (“Pass-Through Claim”), then the Subcontractor shall also have a representative attend the negotiations, with the same authority and knowledge as described above. Upon completion of the meeting, if the Contract Dispute is not resolved, the parties may either continue the negotiations or any party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

4.3.5 Deferral of Contract Disputes. Following the completion of the negotiations required by Paragraph 4.3.4, above, all unresolved Contract Disputes shall be deferred pending Final Completion of the Project, subject to City’s right, in its sole and absolute discretion, to require that the Contract Dispute Resolution Process proceed prior to Final Completion. All Contract Disputes that have been deferred until Final Completion shall be consolidated within a reasonable time after Final Completion and thereafter pursued to resolution pursuant to this Contract Dispute Resolution Process. The parties can continue informal negotiations of Contract Disputes; provided, however, that such informal negotiations shall not be alter the provision for deferring final determination and resolution of unresolved Contract Disputes until after Final Completion.

4.3.6 Mediation. If the Contract Dispute remains unresolved after negotiations pursuant to Paragraph 4.3.4, above, the parties may choose, by mutual agreement, to conduct further mediation, however they shall be under no obligation to do so.

4.3.7 Binding Arbitration. Any remaining Contract Dispute shall be submitted for binding arbitration.

.1 Process. Any Claim submitted for binding arbitration, as set forth above, shall be determined by arbitration at the San Francisco JAMS’ offices, and administered by JAMS pursuant to its Engineering and Construction Arbitration Rules & Procedures for Expedited Arbitration. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction within Santa Clara County, and no other place.

.2 Waiver of Jury Trial. Contractor and City each voluntarily waives its right to a jury trial with respect to any Contract Dispute that is subject to binding arbitration in accordance with the provisions of this Paragraph 4.3. Contractor shall include this provision in its contracts with its Subcontractors who provide any portion of the Work.

4.3.8 Non-Waiver. Participation in the Contract Dispute Resolution Process shall not waive, release or compromise any defense of City, including, without limitation, any defense based on the assertion that the rights or Claims of Contractor that are the basis of a Contract Dispute were previously waived by Contractor due to Contractor’s failure to comply with the Contract Documents, including, without

limitation, Contractor's failure to comply with any time periods for providing notice of requests for adjustments of the Contract Sum or Contract Time or for submission of Claims or supporting documentation of Claims.

ARTICLE 5 – SUBCONTRACTORS

5.1 CONTRACTOR'S AWARD OF SUBCONTRACTS

5.1.1 Contractor shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100 through 4114. Nothing herein shall be deemed to entitle Contractor, without the written approval of City, to substitute other Subcontractors for those named in Contractor's List of Subcontractors contained in the completed Bid; and, except with such approval, no such substitution shall be made. Should Contractor violate any of the provisions of the Subletting and Subcontracting Fair Practices Act, such violation shall be deemed a violation of the Construction Contract, entitling City, without limitation to any other rights or remedies under the law, to suspend or terminate the Construction Contract.

5.1.2 Except as hereinafter provided, any increase in the cost of the Work or Contract Time resulting from the replacement or substitution of a Subcontractor, shall be borne solely by Contractor and without any adjustment in Contract Sum or Contract Time.

5.1.3 Where a hearing is held pursuant to the provisions of Chapter 2, Division 5, Title 1 of the Public Contract Code (commencing with Subparagraph 4100), by the awarding authority or a duly appointed hearing officer, City's representative shall prepare and certify a statement of all costs incurred by City for investigation and conduct of the hearing, including the costs of any hearing officer and reporter appointed. The statement shall then be sent to Contractor who shall reimburse City for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to Contractor.

5.2 SUBCONTRACTOR RELATIONS

5.2.1 Prior to the execution of each subcontract agreement, Contractor shall make available to each proposed Subcontractor, copies of the Contract Documents. Contractor must incorporate the terms of these Contract Documents into each subcontract, so that each Subcontractor will be bound by the terms of these Contract Documents, including, but not limited to, the provisions for dispute resolution. Within thirty (30) Days of the Notice To Proceed, Contractor shall provide City with a complete listing of all Subcontractors, which shall include, but not be limited to, the Work contracted for, Subcontractor's name, address, telephone and facsimile numbers, form for doing business (i.e, sole proprietor, corporation, partnership), point-of-contact and Subcontractor's license classification and number.

5.2.2 Any part of the Work performed for Contractor by a first Tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require that the Subcontractor:

- (i) Perform the Work in accordance with the terms of the Contract Documents.
- (ii) Assume toward Contractor all the obligations and responsibilities which Contractor assumes towards City by the Contract Documents.
- (iii) Preserve and protect the rights of City under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights.

- (iv) Waive all rights that the Subcontractor may have against City for damages caused by fire or other perils covered by builder's risk property insurance carried by Contractor or City, except for such rights Subcontractor may have to the proceeds of such insurance held by City under Article 11 of these General Conditions.
- (v) Afford City and entities and agencies designated by City the same rights and remedies with respect to access to and the right to audit and the right to copy at City's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders and memoranda relating to the Work and requiring the Subcontractor to preserve all such records and other items for a period of at least three (3) years after Final Completion.
- (vi) Recognize the rights of City under Section 5.3 of the General Conditions, Contingent Assignment of Subcontracts, including, without limitation, City's right to elect to accept assignment of the subcontract and to retain Subcontractor pursuant to the terms of the subcontract, to complete the unperformed obligations under the subcontract and, if requested by City, to execute a written agreement on terms acceptable to City confirming that the Subcontractor is bound to City under the same terms as the subcontract.
- (vii) Submit Applications for payment, requests for Change Orders and extensions of time and Claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Contractor time to comply with its obligations under the Contract Documents.
- (viii) Purchase and maintain insurance in accordance with the requirements of the Contract Documents and reserving the right to Owner to purchase, in its sole discretion, such insurance pursuant to an Owner Controlled Insurance or other form of wrap-up program.
- (ix) Provide the same defense indemnification of the City as is required of the Contractor.
- (x) Agree to participate in the dispute resolution procedures specified in the Construction Contract, at the election of City.

5.2.3 Contractor shall promptly, after execution, furnish to City true, complete, and executed copies of all subcontracts, and any change orders and modifications thereto. Progress payments shall not be made for items of Work for which City has not received executed subcontracts and, if applicable, Change Orders.

5.2.4 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and City, except when, and only to the extent that, City elects to accept the assignment of the subcontract with such Subcontractor pursuant to Section 5.3, Contingent Assignment of Subcontracts. Notwithstanding the foregoing, City is deemed a third-party beneficiary of each subcontract agreement.

5.2.5 City and the Construction Manager shall have the right to communicate with Contractor's Subcontractors with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Contractor shall be provided with a copy of all such written communications. Such communications shall not create or be interpreted as creating any contractual relationship between City or the Construction Manager and any such Subcontractor.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

In the event of any suspension or termination of the Construction Contract, Contractor is hereby deemed to have offered to assign to City all its interest in contracts with Subcontractors now or hereafter entered into by Contractor for performance of any part of the Work. The assignment will be effective upon acceptance by City in writing and only as to those contracts which City designates in writing. City may accept, at its sole election, said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Contractor's rights under the Contract Documents. Such assignment is part of the consideration to City for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion.

5.4 CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY

Contractor shall be responsible to City for acts and omissions of Contractor's agents, employees, and of Contractor's Subcontractors, and their respective agents and employees. Unless otherwise stated in or a contrary intention is reasonably inferable from the Contract Documents, references to Contractor, when used in reference to an obligation bearing upon performance of the Work, shall be deemed to include Contractor's Subcontractors.

ARTICLE 6 – CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

6.1 CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 City reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the Site, including portions of the Work which have been deleted by modification. Contractor shall cooperate with City's forces and Separate Contractors.

6.1.2 City shall provide coordination of the activities of City forces and of each Separate Contractor with the Work of Contractor. Contractor shall participate with City and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. Contractor shall make necessary revisions to the Construction Schedule after such joint review.

6.1.3 Without limitation upon any of the rights or remedies of City under the Contract Documents or under law arising from a default by Contractor, in the event that Contractor fails to have personnel on Site to supervise the Work, City shall have the right, in its sole discretion, but not the responsibility, upon twenty-four (24) hours' telephonic notice to Contractor, to provide such supervision on a temporary basis. Contractor shall, notwithstanding City's providing such temporary supervision, remain solely responsible for all actions of its personnel and Subcontractors and shall defend and indemnify City in accordance with the Construction Contract against any Losses arising therefrom. City shall have the right, in its discretion, to deduct from the sums owing to Contractor the reasonable cost of such temporary supervision.

6.2 MUTUAL RESPONSIBILITY

6.2.1 Contractor shall be responsible for affording Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall schedule and coordinate its construction and operations with the construction and operations of Separate Contractors as required by the Contract Documents.

6.2.2 If a portion of the Work is dependent upon the proper execution or results of other construction or operations by Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with its portion of the Work. Contractor shall promptly report to City apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Contractor's Work. Unless otherwise directed by City, Contractor shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by City or Separate Contractors is suitable to receive the Work, except as to defects not then reasonably discoverable.

6.2.3 In the event of Delays, improperly timed activities or Defective Work by the Contractor or the Separate Contractors, the costs of such occurrences shall be borne by the party responsible therefor.

6.2.4 If Contractor wrongfully causes damage to completed or partially completed construction or to property of City or Separate Contractors, Contractor shall promptly remedy damage as provided in Paragraph 12.2 of these General Conditions.

6.2.5 If a dispute, or other matters in question arise between Contractor and a Separate Contractor, these occurrences shall be subject to the provisions of Section 4.2 and 4.3 of the General Conditions. Contractor shall immediately notify the Construction Manager in writing of such occurrences.

6.3 CITY'S RIGHT TO CLEAN UP

If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Site and surrounding areas free from waste materials and rubbish, City may clean up and allocate the cost between those firms it deems, in its sole discretion, to be responsible.

ARTICLE 7 – CHANGES

7.1 CHANGES

7.1.1 City may, at any time and without notice to Contractor's sureties, order Changes in the Work without invalidating the Construction Contract and without relieving Contractor's sureties of their obligations to City.

7.1.2 City shall receive a deductive adjustment in the Contract Sum for Changes that result in a reduction in the cost to perform the Work and shall be entitled to an adjustment reducing the Contract Time for Changes that enable the Contractor to complete the Work earlier than the Contract Time.

7.1.3 Unless such rights have been waived and provided that Contractor has complied with the requirements of the Contract Documents with respect to, without limitation, complete and timely submission of all notices, requests and supporting documentation, Contractor shall receive an additive adjustment to the Contract Sum for Changes that increase the cost to perform the Work and/or an adjustment extending the Contract Time for Excusable Delay (subject to offset for concurrent Unexcused Delay).

7.1.4 Contractor shall not be entitled to an adjustment of the Contract Sum or Contract Time for Changes that are not authorized by an Approved Change Order or Field Order signed by City or Construction Manager. All Changes in the Work that are the basis of an adjustment to the Contract Sum or Contract Time must be authorized in advance, in writing, by City or Construction Manager. Accordingly, no verbal directions, course of conduct between the parties or express or implied Acceptance of Changes or

Work, and no claim that the Owner has been unjustly enriched (whether or not there has been such enrichment) shall be the basis for an adjustment to the Contract Sum or Contract Time if Contractor has not obtained advance written authorization to perform the Change in the manner required herein.

7.1.5 City or the Construction Manager may authorize and direct Changes by requesting that Contractor submit a Change Order Request or by issuing a Field Order. A Field Order may be issued to direct performance of Work under the following circumstances:

- .1 When there is a dispute as to whether or not the Work described therein constitutes or includes a Change or Extra Work,
- .2 When there is a dispute regarding the basis or amount of compensation for Changed or Extra Work,
- .3 When there is a dispute regarding whether or how the Contract Time should be adjusted, or
- .4 As otherwise deemed necessary by City to ensure the timely performance of the Work and timely completion of the Project.

The purpose of a Field Order is to ensure the timely performance of the Work and timely completion of the Project, and issuance of a Field Order shall not be construed as an acknowledgment by City that the Work described constitutes a Change or Extra Work if that is in fact not the case.

7.1.6 City can make whatever Changes that it determines in its sole discretion are necessary and in its best interests and under no circumstances shall the number (individual or cumulative value) or scope of Changes become a basis for Contractor to claim that the Construction Contract has been rescinded, terminated, abandoned or should be reformed nor shall such circumstances be the basis for Contractor, or any Subcontractor to recover any compensation or damages not permitted by, or in excess of that allowed under, the Contract Documents.

7.1.7 City shall have authority to order minor Changes in the Work that do not increase the cost or time to perform the Work, and which are consistent with the intent of the Contract Documents. Such changes may be directed by a Field Order, and shall be binding on City and Contractor. Contractor shall carry out such written orders promptly.

7.2 CHANGE ORDER REQUESTS AND CHANGE ORDERS

7.2.1 Contractor may request adjustments to the Contract Sum or Contract Time or the terms of a Field Order by submitting a written Change Order Request if, and only if, Contractor follows the procedures specified in the Contract Documents, including, without limitation, the procedures set forth in this Section 7.2. A Change Order Request must be submitted within ten (10) Days after the occurrence of the circumstances giving rise thereto. At the City's election, the Contractor shall submit all Change Order requests on a form prepared by the City. The Change Order Request must clearly describe the circumstances that are the basis of the Change, with reference, to the particular provisions of the Contract Documents involved, and also to all other directly relevant documents, including, but not limited to, related Requests for Information and responses thereto, and Field Orders. A Change Order Request seeking an adjustment to the Contract Sum must identify the proposed basis of compensation, the amount of the requested adjustment, and a detailed breakdown of the amount requested. A Change Order Request seeking an adjustment to the Contract Time must include all information required by the Contract Documents, including, but not limited to strict compliance with Section 8.5 of the General Conditions pertaining to requests for extension of Contract Time. A request for an extension of Contract Time must be accompanied by a "Fragnet" or "time impact analysis," which identifies all critical and non-critical activities affected by the Change Order Request and showing logic ties into all existing affected activities noted on the latest approved, updated Construction Schedule. Change Order Requests must be submitted to the Construction

Manager. Incomplete Change Order Requests or requests that are not submitted on the City's Change Order Request Form will be returned without review.

7.2.2 Adjustments to the Contract Sum, whether increases or decreases, shall be computed at City's sole election on the basis of one or more of the following methods:

- .1 Unit Pricing: Unit prices stated in the Contract Documents or agreed upon by City and Contractor, which shall be deemed to include all Allowable Costs, Contractor Markup and Subcontractor Markup.
- .2 Lump Sum Pricing: A lump sum agreed upon by City and Contractor, based on the estimated Allowable Costs, Contractor Markup, and Subcontractor Markup computed in accordance with this Section.
- .3 Time and Materials: Work performed on a time and materials basis shall be calculated as the sum of Allowable Costs, plus applicable Contractor Markup, as set forth herein.

The above methods are the exclusive methods for calculating adjustments to the Contract Sum. Under no circumstances will adjustment to the Contract Sum be based upon any methodology such as total cost or modified total cost methodologies that purports to calculate Contractor's additional costs based on the difference between Contractor's total actual Project or line item costs and its original bid estimate for the Project or any original bid estimate line item.

7.2.3 Changes involving Extra Work that City elects to have performed on a time and material basis, whether performed by Contractor's forces or the forces of Subcontractors, shall be compensated by an increase in the Contract Sum based on actual Allowable Costs and applicable Markup, as set forth herein. When Work is performed on a time and material basis, by Contractor or any of its Subcontractors, Contractor shall submit on a daily basis to the Construction Manager daily time and material tickets which include the identification number assigned to the Change; the location and description of the Change; the classification of labor employed (and names and social security numbers if requested); the materials used; the equipment rented (not tools); and such other receipts, invoices, or other evidence of cost as the Construction Manager may require. The Construction Manager may require authentication of all time and material tickets and invoices by persons designated by the Construction Manager for such purpose. The failure of Contractor to provide any required authentication shall, if City elects to treat it as such, constitute a waiver by Contractor of any right to adjustment of the Contract Sum for the cost of all or that portion of the Extra Work covered by a non-authenticated ticket or subsequent invoice. The adjustment to the Contract Sum for the Extra Work will be based on the total sum of Allowable Costs for performance of that Extra Work and applicable Markup as provided herein.

7.2.4 Allowable Costs include and are limited to the sum of direct, actual costs necessarily incurred by Contractor and any Subcontractors that actually perform Extra Work, and are strictly limited to the following:

- .1 **Labor.** The actual costs for straight-time (and the premium time portion of overtime, if approved in writing in advance by City or the Construction Manager) wages or salaries for employees performing the Extra Work, whether at the Site, or at fabrication sites off the Site, plus employer payments collectively referred to as "Fringe Benefits and Payroll Taxes," of payroll, taxes and insurance, health and welfare pension, vacation, apprenticeship funds, and other direct costs required by Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of employees with a labor classification, which would increase the Allowable Costs will not be permitted unless Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be payable under this Paragraph only when such costs are not included in the invoice for equipment rental.
- .2 **Material.** The actual cost of materials, supplies and consumable items which are required for the Work at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, including sales tax, freight and delivery. City reserves the right to approve materials and sources of supply, or to supply materials to Contractor, if necessary, for the Work. No Markup shall be applied to any material provided by City. Material re-stocking charges shall be limited to 5% of the amount of material. All discounts, rebates and refunds from the sale of surplus materials and consumable items shall accrue to City, and Contractor shall make provision so that they may be obtained.
- .3 **Tool and Equipment Rental.** Rental charges actually incurred for necessary machinery and equipment, whether owned or hired, as authorized in writing by City or the Construction Manager, exclusive of hand tools. No payment will be made for the use of tools that have a replacement value of \$500 or less. When the equipment is owned by Contractor, the rental rate shall be as listed for such equipment in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date the Work is accomplished. When equipment is not listed in said publication, the rate to be paid shall be as herein defined, or a suitable rental rate for such equipment will be established by the Construction Manager. Regardless of ownership, the rates to be used in determining equipment rental cost shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment is used intermittently, when not in use it shall be returned to its rental source unless Contractor elects to keep it at the Site at no expense to City. The reported rental time for equipment already at the Site shall be the duration of its use on the Extra Work, commencing at the time it is first put into actual operation on the Extra Work, plus the time required to move it from its previous site and back, or to a closer site.
- .4 **Royalties and Permits.** Costs of royalties and permits solely related to the Extra or Deleted Work.
- .5 **Insurance and Bonds.** Additional costs of insurance and bonds, not to exceed two percent (2%) of the total of Parts .1 through .4, above.

7.2.5 Allowable Costs shall not include any of the following, which are deemed to be included in the Contractor Markup:

- (i) Superintendent(s)

- (ii) Assistant Superintendent (s)
- (iii) Project Engineer(s), Assistant Project Engineer(s).
- (iv) Project Manager(s), Assistant Project Manager(s).
- (v) Scheduler(s), Administrative Assistant(s), Health and Safety personnel.
- (vi) Estimator(s), Clerk(s), Secretary(s), Accountant(s) or any Home Office personnel.
- (vii) Drafting or detailing.
- (viii) Small tools (with a replacement value under \$500).
- (ix) Home or field office expenses, including staff, materials, and supplies.
- (x) Trailer or storage rental and expense, whether on the Site or off the Site.
- (xi) Data processing personnel and equipment.
- (xii) Site fencing.
- (xiii) Utilities, including, without limitation, gas, electric, sewer, water, telephones.
- (xiv) Telephone, cell phone, radios, computer, tablet devices, facsimile, e-mail and copier.
- (xv) Overhead, administrative, or general expenses of any kind.
- (xvi) Loss of efficiency or productivity, or other impact cost due to the effect of the Extra Work on the performance of other Work or the Work of other trades on the Project.
- (xvii) Capital expenses, including interest on capital employed in connection with Extra Work.
- (xviii) Legal costs.
- (xix) Federal, State, or local income and franchise taxes.
- (xx) Profit.
- (xxi) Costs incurred more than twenty (20) Days prior to submission of a Change Order Request seeking compensation for those costs.
- (xxii) Cost of any item not specifically and expressly included in Allowable Costs.

7.2.6 Contractor Markup for Extra Work is to be calculated as ten percent (10%) of the Allowable Costs the Contractor or Subcontractor actually incurred to perform the Extra Work with its own forces. Subcontractor Markup by Contractor for Extra Work performed by Subcontractor is to be calculated as fifteen percent (15%) of the total Allowable Costs the Subcontractor incurred for Extra Work. The total amount of markup for Extra Work may not exceed twenty-five percent (25%) of the total Allowable Costs.

7.2.7 Change Order Requests or requests for payment for time and material work directed by a Field Order must include a complete breakdown of actual costs, including credits, and shall itemize all Allowable Costs, subcontract costs if applicable, Contractor Markup, and Subcontractor Markup if applicable. All claimed costs must be fully documented and objectively verifiable. In connection with the foregoing, Contractor must generate and maintain complete and accurate cost accounting records that will reflect:

- .1 The actual Allowable Costs incurred or saved for each individual item of Extra Work or Deleted Work, and
- .2 On an event-by-event basis, the effect of each Delay that forms the basis of any request for extension of time, regardless of scope, number, complexity, cumulative effect or time of issuance or occurrence.

7.2.8 The Contract Sum will be adjusted for direct Allowable Costs incurred due to Excusable Delay only if and to the extent allowed by the Contract for Compensable Delay. Such adjustments in the Contract Sum shall be Contractor’s sole and exclusive remedy and recovery for Excusable Delay, including any alleged disruption, hindrance, interference, loss of productivity, labor or material cost escalations, inefficiency, acceleration, impact costs, extended or extraordinary overhead (direct or indirect), home office overhead, or other Losses or damages due to Delay, of any kind.

7.2.9 City has the right to increase or decrease the quantity of any unit price item for which an estimated quantity is stated in the Contract Documents, and the Contract Sum will be adjusted accordingly.

7.2.10 Allowance Adjustments: An Allowance is an amount included in the Bid for Work that may or may not be included in the Project, depending on conditions that will not become known until after Bid time. If the Contract Sum includes an Allowance and the cost of performing the Work covered by that Allowance is greater or less than the stated amount, the Contract Sum shall be increased or decreased accordingly by the amount of the difference. The Contract Sum shall also be adjusted by the amount of any unused Allowance that was specifically and expressly included in the original Contract Sum.

7.2.11 Change Orders: Approved Change Order Requests and Changes directed by a Field Order, including adjustments to Contract Sum and Contract Price, shall be incorporated into a Change Order for approval by the City. City shall prepare each Change Order for execution by Contractor and the City. Change Orders shall be in substantially the same form as Attachment B to the General Conditions. An Approved Change Order becomes binding upon City and Contractor when fully executed by both parties. Full execution of a Change Order is deemed full resolution, settlement, accord and satisfaction with respect to any and all pending or future Claims for cost and extensions of time that were asserted, or that could have been asserted, in connection with the Work covered by the Change Order, whether known or unknown at the time of execution of the Change Order, and that are related to the subject matter of the Change Order, including, without limitation, all Claims, costs or damages for Delay, disruption, hindrance, interference, extended or extraordinary direct and indirect overhead, multiplicity of Changes, loss of productivity, labor or material cost escalations, inefficiency, the impact of the Change on the Work, legal expenses, consultant costs, interest, lost profits or revenue, bond or insurance costs, currency fluctuations, changes in taxes or other related Claims, costs or damages. Change Orders shall be executed by Contractor within ten (10) days after issuance by City, in the form approved by the City Council or its authorized designee, and without any express reservation of rights by Contractor to reserve for the future the right to assert or recover from City any such Claims, costs or damages.

7.2.12 If Contractor refuses or fails to timely execute a Change Order, upon receipt of Contractor’s written refusal or if Contractor fails to execute the Change Order within ten (10) days following issuance, the City may unilaterally approve the Change Order to increase the Contract Sum and/or to extend the Contract Time. Contractor may dispute the terms of a unilaterally-approved Change Order, in whole or in part, by submitting a Claim in accordance with the Dispute Resolution Procedures set forth herein within fourteen (14) days after the Change Order is approved by the City. If Contractor fails to submit a Claim within that 14-day period, with respect to all or part of the unilaterally-approved Change Order, those portions of the Change Order which have not been disputed by timely submission of a Claim shall be deemed to have the same effect as if the Change Order was fully executed by both parties as set forth above.

7.3 FIELD ORDERS

A Field Order will include a description of the Work to be performed, and the selected basis for adjusting the Contract Sum (increase or decrease) as set forth herein (i.e., unit pricing if applicable, lump sum, or time and materials). A Field Order may or may not include the total amount of the City’s proposed adjustment to the Contract Sum or Contract Time, and may also include a not-to-exceed limit for any increases to the Contract Sum. Upon receipt of a Field Order, Contractor shall sign the Field Order to acknowledge receipt of the Field Order and, within a reasonable time, proceed with the Work described in the Field Order. Contractor’s signature acknowledging receipt of the Field Order will not operate to impair Contractor’s right to dispute the Field Order as set forth herein. If Contractor disputes the proposed basis or amount of adjustment to the Contract Sum or Contract Time, it may request to change the disputed portions of the Field Order by submitting a Change Order Request within ten (10) Days following issuance of the disputed Field Order. Failure by Contractor to submit a timely Change Order Request seeking modification of the terms of the Field Order shall be deemed full acceptance of and agreement to all of the terms of the Field Order, and a release and waiver of any right to subsequently dispute any or all of the terms of that Field Order. Field Orders shall be in substantially the same form as Attachment A to the General Conditions.

7.4 DISPUTES REGARDING CHANGES

No dispute, disagreement, nor failure of the parties to reach agreement regarding the amount, if any, of any adjustment to the Contract Sum or Contract Time, shall relieve Contractor from the obligation to proceed with performance of the Work, including, without limitation, performance of Work directed by a Field Order or as modified by a Change Order, promptly and expeditiously. Contractor shall not delay, slow, interrupt, or suspend the performance of any Work or any Change because of a dispute between the parties, including, but not limited to, disputes pertaining to an adjustment in the Contract Sum or Contract Time. If Contractor disputes the rejection of any Change Order Request in whole or in part, Contractor’s exclusive remedy is to submit a Claim in compliance with the Dispute Resolution Procedures set forth in Article 4 herein.

ARTICLE 8 – CONTRACT TIME

8.1 COMMENCEMENT OF THE WORK

Commencement of the Work shall begin on the date specified in the Notice to Proceed.

8.2 PROGRESS AND COMPLETION

8.2.1 Contractor agrees that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.

- .1 The Construction Schedule may reflect a period of performance that is shorter than the Contract Time; provided however, that the difference shall be deemed as float and nothing in this Paragraph or in any other provision of the Contract Documents shall be construed as creating any contractual right, express or implied, on the part of Contractor to finish the Project earlier than the Contract Time and under no circumstances shall City be liable to Contractor for any costs, damages or compensation due to the inability of Contractor to complete the Work earlier than the Contract Time, regardless of the cause, including, without limitation, acts or omissions (intentional or negligent) of City.
- .2 Contractor has included in its Bid price the costs of all Contractor and Subcontractor overhead (direct and indirect) for the entire duration of the Contract Time. The above costs are included in Contractor's Bid notwithstanding Contractor's anticipation of completion in fewer days than established by the Contract Time.
- .3 No increase in the Contract Sum shall be made or granted for Delay if Contractor completes the Work before expiration of the Contract Time.
- .4 No reduction in the Contract Sum shall be made nor will Contractor be required to remain on the Project Site if the Work is completed before expiration of the Contract Time.
- .5 The Construction Manager will schedule and hold weekly progress meetings and other meetings to be required by progress of the Work as determined by the Construction Manager. Contractor and/or Contractor's designee shall be present at each meeting. Contractor may also be required to request attendance by representatives of Contractor's suppliers, manufacturers and Subcontractors.

8.2.2 Except by agreement or instruction of City in writing, Contractor shall not commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. Contractor's obligations to commence the Work and to complete the Work within the Contract Time shall not be changed by the effective date of such insurance.

8.2.3 Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time. If City determines and notifies Contractor that Contractor's progress is such that Contractor will not complete the Work within the Contract Time, Contractor shall, immediately and at no additional cost to City, take all measures necessary, including working such overtime and additional shifts (other than City's normal working hours of 8:00 AM to 6:00 PM, Monday through Friday and 9:00 AM to 6:00 PM on Saturday), to ensure that the Work is Substantially Completed within the Contract Time. Upon receipt of such notice from City, Contractor shall immediately respond in writing setting forth a detailed plan for accelerating the Work in a manner acceptable to City. Contractor shall not be entitled to any reimbursement or payment of costs, expenses or damages incurred as a result of an acceleration of the Work. City may also take all necessary measures to prevent the need for subsequent accelerations of the Work. Contractor shall reimburse City, or City may withhold from payment due to Contractor, sums expended by City to perform such measures.

8.2.4. During unfavorable weather, wet ground or other unsuitable construction conditions, Contractor shall confine the operations to Work that will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality thereof or be detrimental to the quality of water discharges, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

8.3 CONSTRUCTION HOURS

Based on the Citywide noise ordinance and normal City business hours, Contractor is limited to performing the Work during **an eight-hour period between** the hours of 8:00 AM to 6:00 PM, Monday through Friday, excluding holidays as set forth in Section 8.4 below, unless otherwise specified in the Special Provisions or as authorized by Change Order. A Change Order Request to work beyond the authorized working hours will not be approved unless Contractor agrees to be solely responsible for any and all additional costs, including overtime payments for workers or for City staff or consultants, inspection costs, and additional traffic control costs.

8.4 HOLIDAYS

No work may be performed on the City holidays identified:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (Washington's Birthday)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- Day after Thanksgiving
- December 25 (Christmas Day)

In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the above days falls on a Saturday, then the preceding Friday shall be considered a holiday.

8.5 DELAY

8.5.1 Contractor may request an extension of the Contract Time for an Excusable Delay or a Compensable Delay, subject to the following:

- .1 In order to avoid double counting concurrent Delays, if an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first Delay to the cessation of the Delay which ends last.
- .2 If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Unexcused Delay.
- .3 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which the number of Days of Excusable Delay, as determined pursuant these General Conditions, exceeds the number of Days of the Unexcused Delay.

8.5.2 As a condition precedent to Contractor's right to an extension of Time adjusting the Contract Time and the Contract Sum for Compensable Delay, Contractor must provide written notice to City within ten (10) Days of the date that Contractor learned of the Delay or should have learned of the Delay in exercise of diligence and reasonable care, setting forth:

- (i) A description of the Delay;
- (ii) A statement that the Delay is critical to completion; and
- (iii) The probable effect of the Delay in terms of the number of Days' extension Contractor believes are required to the Contract Time.

The written notice required by this Paragraph is necessary for City to adequately monitor the progress of the Work, to differentiate between critical and non-critical Delays, and to prioritize its actions in a manner that is appropriately targeted to mitigate the effect of Delays. Accordingly, Contractor's failure to provide written notice in the manner required by this Paragraph 8.5.2 shall constitute Contractor's waiver of the right to an adjustment of the Contract Sum and Contract Time on account thereby, regardless of whether the circumstances of the Delay may have been known or suspected by City or the Construction Manager and that no other form of notice (including, without limitation, meeting minutes, log entries or schedule updates) shall suffice as constituting notice to City in accordance with this Paragraph 8.5.2.

8.5.3 Adequate supporting data for a request for extension of time shall include both of the following:

- (i) All relevant scheduling data including a Fragnet, and
- (ii) A detailed, event-by-event description of the impact of each event on completion of Work. Documentary support for any related increase in the Contract Sum must include both of the following:
 - (a) A detailed cost breakdown, and
 - (b) Supporting cost data in such form and including such information and other supporting data as required for submission of Change Order Requests.

8.5.4 City may order Changes, whether or not resulting in Extra Work and regardless of the extent and number of Changes, or may suspend the Work.

8.5.5 The determination of whether a Delay is an Excusable Delay, Compensable Delay or Unexcused Delay shall not be affected by the fact that any earlier Delay occurred, regardless of fault or causation.

8.5.6 All time limits stated in the Contract Documents are of the essence.

8.5.7 Excusable Delay means any Delay to the path of activities that is critical to Substantial Completion of the Work within the Contract Time caused by conditions beyond the control or foreseeability, and without the fault or negligence of Contractor or its Subcontractors, such as, but not limited to: war, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions that are unusual and unseasonable and in which the Work cannot continue. Without limitation to the foregoing, the financial inability of Contractor or any Subcontractor, shall not be deemed conditions beyond Contractor's control or foreseeability. Contractor may claim an Excusable Delay only if it is unable to perform at least four (4) hours of scheduled critical path Work during a normal eight (8) hour work day., even with reasonable mitigation measures.

8.5.7.1 Excusable Delay does not include Delay caused by rainfall which is normal for that month in the City as specified in Section 3.10.3.4.

8.5.7.2 Excusable Delay does not include Delay caused by Contractor’s failure to order equipment and materials sufficiently in advance of the time needed for the Work.

8.5.7.3 Excusable Delay does not include Delay caused by Contractor’s failure to provide adequate notification to utility companies for connections or services necessary for the timely performance and completion of the Work.

8.5.7.4 Excusable Delay does not include Delay caused by foreseeable conditions Contractor could have ascertained from reasonably diligent inspection of the Site and/or review of the Contract Documents.

8.5.8 Compensable Delay means any Excusable Delay to the path of activities that is critical to Contractor’s Substantial Completion of the Work within the Contract Time, which Delay is all of the following:

- (i) Solely due to acts or omissions within the City’s control, including but not limited to Changes requested by City that involve Extra Work;
- (ii) Not due, in whole or in part, to the fault or negligence or breach of Contractor or any Subcontractor; and
- (iii) Not concurrent with another Excusable Delay or any Unexcused Delay.

8.5.9 Compensation for delay shall be limited to actual, direct, reasonable, and substantiated Project costs, and shall not include home office overhead, or markup for overhead and profit.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 SCHEDULE OF VALUES

Within thirty (30) Days after signing the Contract, but in any event not later than fourteen (14) Days following receipt of the Notice to Proceed, Contractor shall submit to City through the Construction Manager a Schedule of Values reflecting cost breakdown of the Contract Sum in a form approved by the Construction Manager. The Schedule of Values shall itemize as separate line items the cost of each scheduled Work activity and all other costs, including warranties, Record Documents, insurance, bonds, overhead and profit, the total of which shall equal the Contract Sum and shall be made out in a form approved by the Construction Manager. The Schedule of Values, when approved by City, shall become the basis for determining the cost of Work requested on Contractor's Applications For Payment. Contractor shall submit a statement based upon this breakdown, and if required, itemized in such form and supported by such evidence as the Construction Manager may direct, showing Contractor's right to the payment claimed.

9.2 PROGRESS PAYMENT

9.2.1 City shall retain five percent (5%) of the undisputed amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and complete performance of the Work. Subject to City’s right of withholding under Paragraph 9.4.2 of these General Conditions, City agrees to pay to Contractor within thirty (30) Days of receipt of a properly submitted Application for Payment an amount equal to ninety-five percent (95%), or a lesser amount if corresponding to a higher retention percentage, if applicable, of the sum of the following, excepting therefrom any amounts which are disputed by City:

- (i) Construction Manager’s determination of the value, expressed as a percentage of the Contract Sum, of the Work in permanent place that has been tested and accepted as of the end of the preceding month.
- (ii) Construction Manager’s determination of the value of materials suitably stored but not yet incorporated into the Work, subject to Paragraph 9.3.6 of these General Conditions.
- (iii) Less amounts previously paid.

9.2.2 At any Time after fifty percent (50%) of the Work has been determined by Construction Manager to be completed, City may in its sole discretion, make any of the remaining progress payments in accordance with the calculation in Paragraph 9.2.1 of these General Conditions based on one hundred percent (100%) of City’s determination of the value of the Work in place and of stored materials not yet incorporated into the Work.

9.2.3 Progress payments shall not be construed as City's Acceptance of any or all of the Work and shall not be a waiver of any or all rights City has under the Contract Documents.

9.3 APPLICATION FOR PAYMENT

9.3.1 At the end of each month, Contractor shall submit to City an itemized Application for Payment, requesting payment for Work as of the end of that month that is calculated in accordance with the formula for payment set forth in Paragraph 9.2.1 of these General Conditions. The Application for Payment shall be prepared:

- (i) Utilizing the format as designated by City or the Construction Manager.
- (ii) Itemized in accordance with the Approved Schedule of Values.
- (iii) Showing the results of a successful system test (for example a pressure test for gas project) of the system installed or completed in the pay period covering the Application for Payment.
- (iv) Including such data substantiating Contractor's right to payment as City may reasonably require, such as invoices, payrolls, daily time and material records, and, if securities are deposited in lieu of retention pursuant to Section 9.5, a certification of the market value of all such securities as of a date not earlier than five (5) Days prior to the date of the Application for Payment.
- (v) Showing itemized amounts for Change Orders, Modifications and retention.

9.3.2 Applications for Payment shall not include requests for payment on account of increases to the Contract Sum which have not been authorized by Change Orders or amounts Contractor does not intend to pay a Subcontractor because of a dispute or other reason.

9.3.3 If required by City, an Application for Payment shall be accompanied by all of the following:

- (i) A summary showing payments that Contractor will make to Subcontractors covered by such application.

- (ii) Conditional waivers and releases of claims and stop notices from Contractor and each Subcontractor and Sub-subcontractor, of every Tier, listed in the current Application for Payment covering sums requested in the current Application for Payment.
- (iii) Unconditional waivers and releases of claims and stop notices, from Contractor and each Subcontractor and Sub-subcontractor, of every Tier, listed in the preceding Application for Payment covering sums disbursed pursuant to that preceding Application for Payment.

9.3.4 Contractor warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payment has been received from City, shall be free and clear of all claims, stop notices, security interests and encumbrances in favor of Contractor or Subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials or equipment relating to the Work.

9.3.6 At the sole discretion of City, the Construction Manager may approve for inclusion in Contractor's Application for Payment the cost of materials to be incorporated in the Work but not yet incorporated in the Work and already delivered and suitably stored either at the Site or at some other appropriate location acceptable to City. In such case, Contractor shall furnish evidence satisfactory to City:

- (i) Of the cost of such materials.
- (ii) That such materials are under the exclusive control of Contractor, or if not, that title to the materials is in City's name, free of any lien or encumbrance and that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to City to cover any Loss.
- (iii) Photographs of such materials if requested by the City.

Any payment pursuant to this Paragraph shall not be construed as an inspection or acceptance of the materials nor shall it relieve Contractor of its continuing and sole responsibility for the care and protection of such materials nor shall it relieve Contractor from sole responsibility for any loss or damage to the materials from any cause whatsoever nor act as a waiver of the right of City to require strict fulfillment by Contractor with all terms of the Contract Documents.

9.3.7 City shall have the right, in its sole discretion, to make payments of monies owing to Contractor by means of direct payment to Subcontractors of any unpaid work performed by any Subcontractor or by joint payment to Contractor and to Subcontractors. The making of such payments shall not be construed as the assumption of any obligation on the part of City or as creating any contractual relationship between City and any Subcontractor and shall not relieve Contractor of any of its obligations under the Contract Documents.

9.3.8 If the Contract Sum includes an Allowance from the Bid and the cost of performing the Work covered by that Allowance is greater or less than the amount of that Allowance, the Contract Sum shall be increased or decreased accordingly.

9.4 CERTIFICATE FOR PAYMENT

9.4.1 Approval of all or any part of an Application for Payment may be withheld, a Certificate For Payment may be withheld or all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment in order to protect City against actual or threatened loss as a result of any of the following:

- (i) Defective Work not remedied or failure to pass required system tests.
- (ii) Third-party claims against Contractor or City arising from the acts or omissions of Contractor, or Subcontractors.
- (iii) Stop notices.
- (iv) Failure of Contractor to make timely payments due Subcontractors for material or labor.
- (v) A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- (vi) Damage to City or Separate Contractor for which Contractor is responsible.
- (vii) Reasonable evidence that the Work will not be completed within the Contract Time.
- (viii) Failure of Contractor to maintain and update As-Built or Record Documents.
- (ix) Failure of Contractor to timely submit Construction Schedules, reports, Submittals or their updates as required by the Contract Documents.
- (x) Performance of Work by Contractor without Approved Submittals.
- (xi) Liquidated or actual damages assessed in accordance with the Construction Contract.
- (xii) Any other failure of Contractor to perform an obligation under the Contract Documents.

9.4.2 Subject to the withholding provisions of Paragraph 9.4.2 and when any or all of the noted deficiencies or others have been removed, City shall pay Contractor the amount set forth in the Certificate for Payment in accordance with its normal disbursement procedures.

9.4.3 Neither City nor the Construction Manager shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by Law.

9.4.4 Neither a Certificate for Payment nor any payment (progress or final) shall be construed as a waiver of any rights arising from Defective Work.

9.4.5 City may, at any time, require that payment of any undisputed amount is contingent upon Contractor furnishing City with a release of all claims against City which are related to those undisputed payments. Any disputed amount may be expressly excluded from such release.

9.4.6 The City may require a tri-party agreement among the City, the Contractor, and the Contractor's surety as a condition to making full progress payments if the Work is behind schedule, in order to avoid exoneration of the surety bond or impairment of the surety's security.

9.5 DEPOSIT OF SECURITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION INTO ESCROW

9.5.1 At the request and expense of Contractor, a substitution of securities may be made as found in Government Code Section 16430 and as authorized by the Public Contract Code Section 22300 in lieu of monies retained by City under Section 9.2 of these General Conditions to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract

Documents for each Certificate For Payment shall be deposited by Contractor with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the escrow agreement referred to in Paragraph 9.5.3 until Final Payment is due in accordance with Section 9.8. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. Contractor shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

9.5.2 Alternatively to Paragraph 9.5.1 of these General Conditions, and at the request and expense of Contractor, City shall deposit retention directly with the Escrow Agent. Contractor may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits or securities shall be held by the Escrow Agent upon the same terms provided for securities deposited by Contractor.

9.5.3 A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by Contractor, City, and the Escrow Agent of an Escrow Contract for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form specified by Public Contract Code section 22300, subject to review and approval as to form by the City, or, if applicable, using a form provided by the City. The terms of such escrow agreement are incorporated into the requirements of this Section 9.5.

9.5.4 Release of funds or securities from escrow to Contractor shall be made upon receipt by Escrow Agent of written notification by City that the Contractor has complied with all requirements and procedures applicable to the Contract.

9.5.5 City has the right to draw upon the securities in the event of default by Contractor, as determined by City pursuant to the provisions of these Contract Documents. Within seven (7) days following receipt of the City's written notice of such default, Escrow Agent must immediately convert the securities to cash and distribute the cash as instructed by City.

9.6 BENEFICIAL OCCUPANCY

9.6.1 City reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Work, at any time prior to issuing the Certificate of Substantial Completion, upon seven (7) Days' notice to Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following conditions:

- .1 City, Design Consultant and Construction Manager will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected prior to issuing the Certificate of Substantial Completion.
- .2 Beneficial Occupancy by City shall not be construed by Contractor as Acceptance by City of that portion of the Work which is to be occupied. City may, however, at its sole option, relieve Contractor of Contract requirements to protect Work being beneficially occupied by City where such relief is specifically designated by City in writing.
- .3 Beneficial Occupancy by City shall not constitute a waiver of City's right to assess liquidated damages as otherwise provided in these Contract Documents.
- .4 Contractor shall provide, in the areas beneficially occupied and on a continual basis (if required), utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so

operated. Contractor shall submit to City an itemized list of each piece of equipment so operated with the date operation commences.

- .5 The Guarantee to Repair Periods, as defined in Section 12.2 of these General Conditions, will commence upon the first dates of actual occupancy or use of portions of the Work to which the City has taken Beneficial Occupancy and to equipment or systems fully utilized.
- .6 City shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
- .7 City shall pay all utility costs which arise out of the Beneficial Occupancy.
- .8 Contractor shall not be responsible for providing security in areas beneficially occupied.
- .9 City shall use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Contractor's remaining Work.
- .10 Contractor shall not be required to repair damage caused by City in its Beneficial Occupancy.
- .11 Except as provided in this Section 9.6 of these General Conditions, there shall be no added cost to City due to Beneficial Occupancy.
- .12 Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

9.7 SUBSTANTIAL COMPLETION

9.7.1 When Contractor gives notice to City that the Work, or portion thereof designated by City for separate delivery, is Substantially Complete, unless City determines that the Work or designated portion thereof is not sufficiently complete to warrant an inspection to determine Substantial Completion, Design Professional or Construction Manager will inspect the Work, or such designated portion thereof, and prepare and give to Contractor a comprehensive list of items, if any, to be completed or corrected before establishing Substantial Completion. Contractor shall promptly proceed to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. City will then make a further inspection to determine whether the Work or such designated portion thereof is Substantially Complete. If City's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall, before City's issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by City to determine Substantial Completion.

9.7.2 When City determines that the Work or such designated portion thereof is Substantially Complete, City will prepare a Certificate of Substantial Completion on City's form, which when signed by City shall establish the date of Substantial Completion and the responsibilities of City and Contractor for security, maintenance, heat, utilities, insurance, completion of minor items and correction or repair of the Work or such designated portion thereof. Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Work (which is defined in Article 12, Section 12.2.1), or such designated portion thereof covered by the Certificate of Substantial Completion, excluding any systems provided by Separate Contractors which are not yet fully operational or accepted by City, shall commence on the date of Substantial Completion of the Work or such designated portion thereof. The Guarantee To Repair Period for systems which become fully operational or Accepted subsequent to

Substantial Completion will begin on the later of the date they are operational or Acceptance of the Project by City.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of notice from Contractor that the Work is ready for final inspection, City will make such inspection. City will file a notice of completion with the County Clerk within fifteen (15) Days after Acceptance by City. Thirty-five (35) Days after filing the notice of completion, the City may release the final retention provided the requirements in this paragraph are met.

9.8.2 Without limitation to any other provisions of the Contract Documents, before Final Payment (including release of undisputed retention) for Work under this Construction Contract is authorized, the Contractor shall have completed the Work in accordance with the Contract Documents and all applicable standards of care and the following requirements of the Contract Documents must be fulfilled by Contractor:

- (i) The submittal of an application for Final Payment, together with supporting documentation, as required by Section 9.3 of these General Conditions. By submitting an application for final payment, Contractor warrants that all workers and persons employed, all firms supplying the materials, and all Subcontractors have been paid in full with the exception of any Subcontractor retention payments that are not yet due pursuant to Public Contract Code section 7107(d) or (e), and that there are no bills outstanding against the Work for either labor or materials, except certain items, documented as disputed claims or pending stop payment notices.
- (ii) Completion and delivery by Contractor to City of all required written guarantees, warranties, operation and maintenance manuals, As-Built Documents and other Record Documents, drawings, schedules, certificates and such other documents as required by the Contract Documents. All approvals and acceptances shall have been made pursuant to Applicable Code Requirements.
- (iii) Completion of all construction Work, including corrective and punch list items, in a manner acceptable to City. All rubbish, tools, scaffolding and surplus materials and equipment have been removed from the Site.
- (iv) Submission of conditional releases of claims and stop notices from Contractor and its Subcontractors with no reservation of rights for disputed claims or amounts.
- (v) If a Stop Notice(s) is received by the City after the Notice of Completion has been filed and prior to Final Payment, the City may, at its election, withhold the amount specified in the Stop Notice plus reasonable cost of any litigation pursuant to Civil Code Section 9358 from the Final Payment or permit the Contractor to supply a stop notice release bond in the amount of 125% of the stop notice amount from a Surety acceptable to the City.

9.8.3 For purposes of determining the last day for submission of a Claim pursuant to Article 4, the date of Final Payment is deemed to be the date that the City acts to release undisputed retention as part of Final Payment, either by transmitting a written request to the retention Escrow Agent or by transmitting a payment directly to Contractor, whichever occurs first. Acceptance of Final Payment by Contractor shall constitute a complete waiver of all Claims, except those previously made in writing and identified by Contractor as unsettled at the time of the Application for Final Payment.

9.8.4 Contractor shall pay or cause to be paid to Subcontractors, the amount stated in the conditional releases within five (5) Days after receipt of the Final Payment, and shall promptly thereafter furnish evidence of such payment to City.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the performance of the Construction Contract, including safety of all persons for the duration of the Work, on a 24-hour day, 7-day week basis.

10.1.2 Prior to the start of construction, Contractor shall submit to Construction Manager a copy of Contractor's safety program for the Project. A copy of this program shall be maintained on Site at all times. The safety program shall include, at a minimum:

- (i) Management policy, illness and injury prevention program (as described below).
- (ii) Safety meetings.
- (iii) Accident investigation.
- (iv) Basic accident causes.
- (v) Safety inspection check list.
- (vi) Fire prevention and control.
- (vii) Report forms.
- (viii) Employee safety manual.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall be solely and completely responsible for job site conditions and safety during the life of the contract. This obligation shall include the safety of all persons within or affected by the line of construction and all private property affected by the work

10.2.2 At its sole expense, Contractor shall furnish, erect and maintain such temporary fences, barricades, signs, lights, ramps, and temporary construction of whatever nature as may be necessary to provide access to abutting properties and to warn the public of the work in progress and of any dangerous conditions as may exist due to the work in progress. The Contractor's responsibility shall be continuous and not be limited to working hours or days, and shall not cease until formal acceptance of the work by the City except that if the City should make partial acceptance of the work, the Contractor's responsibility for the portion of the work so accepted shall thereupon cease, except for latent errors in the work or faulty construction.

10.2.3 The duty of the Construction Manager, its agents, or employees, to conduct construction review of the Contractor's performance and operations is not intended to, and does not include review of or responsibility for the adequacy of the Contractor's safety measures and procedures in, on, or adjacent to the site of the Work.

10.2.4 Contractor shall protect persons and property on the Site at all times. Contractor shall have available at the Site copies or suitable extracts of "Construction Safety Orders" and "General Industrial Safety Orders" issued by the California Division of Industrial Safety. Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

10.2.5 Contractor shall immediately respond to notice from City of unsafe conditions, shall take adequate precautions for safety of persons on the Site, and shall provide adequate protection to prevent injury or Loss to the following:

- (i) Employees involved in the Work and other persons who may be affected thereby.
- (ii) The Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody, or control of Contractor or Subcontractors.
- (iii) Other property at the Site and adjoining property(ies).

10.2.6 Contractor shall promptly remedy damage and Loss (other than damage or Loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by Contractor or its Subcontractors or anyone for whose acts they may be liable and for which Contractor is responsible.

10.2.7 Contractor shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection of persons and property, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.8 When use or storage of hazardous materials, equipment, or unusual methods are necessary for execution of the Work, Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.9 Contractor shall be required to provide at the Site a member of Contractor's organization, typically the Superintendent, whose responsibility it shall be to provide instruction to persons present on the Site about prevention of accidents and overall jobsite safety. Contractor shall notify City in writing if Contractor replaces the person responsible for safety.

10.2.10 Contractor shall be responsible for locating, providing, and coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load/store or permit any part of the Work on the Site to be loaded/stored so as to endanger the safety of persons or property.

10.2.11 Contractor shall protect its materials and the Work from damage in a manner satisfactory to City and shall make good, without charge to City, all damage due to negligence in providing proper protection.

10.2.12 Contractor shall take necessary precautions to guard against and eliminate possible fire hazards and to prevent damage to the Work, building materials, equipment, temporary field offices, storage sheds and public and private property.

10.2.13 Contractor shall not permit the possession or use of alcohol or controlled substances on the Site.

10.2.14 Explosives may be used only when authorized in writing by City. Explosives shall be handled, used and stored in accordance with applicable regulations.

10.3 EMERGENCIES

In an emergency affecting the safety of persons or property, Contractor shall immediately act to prevent or minimize damage, injury or loss. Contractor shall immediately notify the Construction Manager and City, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation, of the occurrence of such an emergency and Contractor's action.

10.4 TRENCH SAFETY

In accordance with the California Labor Code, where the work will involve trenches five feet or more in depth and the estimated or bid cost of excavation is in excess of \$25,000, the Contractor shall submit to and receive from the City of Palo Alto, or its designee, the acceptance of a detailed plan showing design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazards of caving ground. Such plan shall be submitted at least five (5) days before the Contractor intends to begin work on the trenches.

If such plan varies from the shoring system standards established by the Construction Safety Orders of the State of California Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer.

The Contractor shall not use shoring, sloping, or protective systems less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

The City shall not be responsible or liable for the safety of such trenching or trenching plans.

Whenever the work called for on these plans or contract documents involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or excavations, which are five feet or deeper, bidder shall include as a bid item, the cost of design and construction of adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE

11.1.1 Contractors to the City, at their sole expense, shall for the term of the Contract obtain and maintain insurance in the amounts for the coverage specified below, or as modified by the Special Provisions (if applicable), **afforded by companies with AM Best's Key Rating of A-:VII, or higher, licensed or authorized to transact insurance business in the State of California.**

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY PROPERTY DAMAGE BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000

YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONTRACTORS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>

- III. ENDORSEMENT PROVISIONS WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSUREDS:
 - A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

 - B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

 - C. NOTICE OF CANCELLATION
 1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONTRACTOR SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

 2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONTRACTOR SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

[HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569](https://www.planetbids.com/portal/portal.cfm?CompanyID=25569)

OR

[HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP](http://www.cityofpaloalto.org/gov/depts/asd/planet_bids_how_to.asp)

11.1.2 Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract within ten (10) business days following issuance of the Notice of Award. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage on its behalf.

11.1.3 Subcontractors: Contractor shall include all Subcontractors and as insureds under its policies, or shall furnish separate certificates and endorsements for each Subcontractor in compliance with this Article. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

11.1.4 At the request of City, Contractor shall submit to City copies of the policies obtained by Contractor. In the event Contractor does not comply with these insurance requirements, City may, at its option, provide insurance coverage to protect City; and the cost of such insurance shall be paid by Contractor and may be deducted from the Contract Sum.

11.1.5 The requirements of this Section may only be modified in writing by the City's Risk Manager.

11.2 BOND REQUIREMENTS

11.2.1 Within ten (10) Days after the issuance of the Notice of Award and prior to commencing Work on the Project, Contractor shall file with City good and sufficient Labor and Material Payment and Performance Bonds each in the amount of 100% of the Contract Sum. The bonds shall be in substantially the same form as contained in this IFB Packet or such other form as required by City and shall be signed by both Contractor and Surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of this Section 11.2. No further payments to Contractor for Work performed shall be made or due until Contractor has fully complied with the requirements of this Section 11.2.

11.2.2 The Payment Bond shall remain in effect at least until the time for filing a claim on a stop notice has expired pursuant to the California Civil Code. The Performance Bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive Final Completion or termination or expiration, such as, but not limited to Contractor's warranty and indemnity obligations.

11.2.3 Contractor shall promptly furnish such additional security as may be required by City to protect its interests and those interests of persons or firms supplying labor or materials to the Work.

11.2.4 Surety companies used by Contractor shall be, on the date the Contract is signed by City and at all times while the bonds are in effect, either California Admitted Sureties or listed in the latest published United States Treasury Department list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies and either have a current A.M. Best A VIII rating or be an admitted surety that meets the requirements of Code of Civil Procedure Section 995.660.

11.2.5 The premiums for all Bonds are included in the Contract Sum and shall be paid by Contractor.

11.2.6 The bonds shall name City as obligee.

11.2.7 Change Orders, Field Orders, Modifications, Changes in the Work and adjustments in the scope of Work Contract Sum or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

11.2.8 City and the Construction Manager shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Contractor shall be provided with a copy of all such written communications. Such communications shall not create or be interpreted as creating any contractual relationship between City or the Construction Manager and any such surety.

11.2.9 In the event of a significant (15% or more) increase in Contract Sum, replacement bonds totaling the new Contract Sum may be required by City.

ARTICLE 12 – DEFECTIVE WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to Construction Manager's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by City, be uncovered for City's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

12.1.2 If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which City has not specifically requested to observe prior to its being covered, City may request to see such Work and it shall be uncovered and replaced by Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be added to the Contract Sum by Change Order; and if the uncovering and replacing of the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD

12.2.1 In addition to any specific warranty mentioned in these Contract Documents, the Contractor shall guarantee that all material, apparatus, equipment, and workmanship used, installed, or incorporated in the work is free from defects, and agrees to replace at no expense to the City any and all defective Work or materials which become evident within one (1) year ("Guarantee To Repair Period"), unless a longer period of time is specified in the Special Provisions and Technical Specifications, commencing as follows:

- (i) For any Work not described as incomplete in the Certificate of Substantial Completion, on the date of Substantial Completion.
- (ii) For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion pursuant to Section 9.6, from the first date of such Beneficial Occupancy or actual use, as established an appropriate written authorization for Beneficial Occupancy.

- (iii) For all Work other than (I) or (ii) above, from the date of filing of notice of completion pursuant to Section 9.8 above.

12.2.2 Contractor shall (i) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period and (ii) replace, repair, or restore to City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work, without any expense whatsoever to City. City will give notice of observed Defective Work with reasonable promptness, and Contractor shall promptly commence such correction, replacement, repair or restoration upon notice from City, but in no case later than seven (7) Days after receipt of such notice. Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration and all Losses resulting from such Defective Work, including additional testing, inspection and compensation for City's or City's services and expenses. Contractor shall perform corrective Work at such times that are acceptable to City and in such a manner as to avoid, to the extent practicable, disruption to City's activities. Ordinary wear and tear, unusual abuse or neglect are excepted from this guarantee. Contractor shall notify City upon completion of repairs.

12.2.3 If immediate correction of Defective Work is required for life safety or the protection of property or, if in the opinion of City, Defective Work creates a dangerous condition or requires immediate corrections or attention to prevent further Loss to City or to prevent interruption of operations of City, City will attempt to give immediate notice to Contractor. If Contractor cannot be contacted or does not comply with City's request for correction within a reasonable time as determined by City, City or Separate Contractors under City's direction, may, notwithstanding the provisions of this Article, proceed to make such corrections or provide such attention; and the costs of such correction or attention shall be charged against Contractor. Such action by City will not relieve Contractor of the guarantees provided in this Article or elsewhere in the-Construction Contract. Contractor shall replace, repair or restore to City's satisfaction any other parts of the Work and any other real or personal property, which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

12.2.4 Contractor shall promptly remove from the Site those portions of the Work and materials which are not in accordance with the Contract Documents and which are neither corrected by Contractor nor accepted by City.

12.2.5 If Contractor fails to commence correction of Defective Work within seven (7) Days as required in Section 12.2.3 after notice from City or fails to diligently prosecute such correction to completion, City may correct the Defective Work in accordance with Section 2.4; and, in addition, City may remove the Defective Work and store salvageable materials and equipment at Contractor's expense.

12.2.6 If Contractor fails to pay the costs of such removal and storage as required by Paragraphs 12.2.4 and 12.2.5 within seven (7) Days after written demand, City may, without prejudice to other remedies, sell such materials at auction or at private sale or otherwise dispose of such material. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Contractor is liable to City, including compensation for City's services and expenses. If such proceeds of sale do not cover costs and damages for which Contractor is liable to City, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Contractor or the remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to City.

12.2.7 Contractor's obligations under this Article are in addition to and not in limitation of its warranty under Section 3.5 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies City may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations of Contractor under the

Contract Documents, which may be longer specified periods. Establishment of the Guarantee To Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

12.3 ACCEPTANCE OF DEFECTIVE WORK

Notwithstanding the provisions of Section 12.2 of these General Conditions, City shall have the option, at its sole discretion and by notice to Contractor, to accept Defective Work instead of requiring its removal or correction, in which case the Contract Sum shall be reduced by an amount equal to the difference between the value to City the Work would have had were it complete, correct and in conformity with the Contract Documents and the value to City of such Defective Work. Such option shall be exercised solely by notice to Contractor and shall not be implied from any act or omission by City or Construction Manager. If there are no remaining payments of the Contract Sum to be made to Contractor, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Sum, Contractor shall promptly pay to City the amount of any such deficiency.

ARTICLE 13 – STATUTORY REQUIREMENT

13.1 STATE LABOR LAW

Contractor, its agents, and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state and local laws which affect the conduct of the Work. If prevailing wages are required for this Project, copies of the prevailing rate of per diem wages may be obtained at the Department of Industrial Relations' website: <http://www.dir.ca.gov/>

13.2 WORK DAY

Eight (8) hours labor constitutes a legal day's work. Contractor shall not permit any worker to labor more than eight (8) hours during any one (1) Day or more than forty (40) hours during any one (1) calendar week, unless overtime is paid pursuant to Labor Code Section 1815 or except as otherwise permitted by law. Contractor shall forfeit to City, as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of this Construction Contract by Contractor, or any Subcontractor, for each Day during which such worker is required or permitted to Work more than eight (8) hours in any one (1) Day and forty (40) hours in any one (1) calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California, including but not limited to Labor Code Sections 1810 through 1815. Such forfeiture amounts may be deducted from the Contract Sum. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each Day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of City, its officers and agents, and to the inspection of the appropriate enforcement agency or representative and the State of California.

ARTICLE 14- JOB SITE NOTICES AND COMPLIANCE MONITORING

14.1 LABOR PROVISIONS

As required by California Labor Code section 1771.4(a)(1) and (a)(2), the City provides notice to all contractors and subcontractors that the Project that is the subject of this IFB and the Construction Contract, is a public works project, the contractor is required to post all job site notices prescribed by law or regulation, and the contractor is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).



FIELD ORDER

CITY OF PALO ALTO
DEPARTMENT OF UTILITIES
_____ Project

This Field Order, issued pursuant to Article 7 of the Contract General Conditions directs and authorizes Contractor to proceed with the Work described below. Upon receipt of this Field Order, Contractor shall execute the Field Order to acknowledge receipt and, within a reasonable time, proceed with the Work described in the Field Order. Contractor’s acknowledgment of the Field Order will not operate to impair its rights to dispute the Field Order as specified in the General Conditions. Unless otherwise stated below, this Field Order shall not be construed as an acknowledgment by City that the Work described constitutes a Change or Extra Work. If Contractor disputes the proposed basis or amount of adjustment to the Contract Sum or Contract Time, it may request to change the disputed portions of this Field Order by submitting a Change Order Request within ten (10) Days following issuance of this Field Order. Failure by Contractor to submit a timely Change Order Request seeking modification of the terms of this Field Order shall be deemed full acceptance of and agreement to all of the terms herein, and a release and waiver of any right to subsequently dispute any or all of the terms of this Field Order.

Project Number:	Field Order Number: XXX
Contract Number:	Issuance Date: __/__/__
Contractor’s Name:	Prepared by:

<u>Description of Work:</u>	
Title: _____ 1.	Ref:

City has determined that the above Work:
 ___ is Extra Work
 ___ is **not** Extra Work

City has determined that Contractor is:
 ___ **not** entitled to an extension of time

___ entitled to an extension of ___ days*
 *Include all information and documentation required by Section 8.5 of the Contract General Conditions. Unless Section 6.3 of the Construction Contract specifies that the Project is to be completed based on working days, any time adjustment will be based on calendar days.

<p>Basis of Extra Work Cost:</p> <p>___ Unit Cost*</p> <p>___ Lump Sum: \$ _____</p> <p>___ Time and Materials*</p> <p>___ Other*</p> <p>*The Contract Sum will be [increased][decreased] by an amount not to exceed: \$ _____</p>	<p>1. Consultant shall sign prior to Contractor and return to City. Indicate N/A if no Consultant assigned on Project.</p> <p>Consultant Approval: _____</p> <p>Title: <u>Senior Project Manager</u> _____</p> <p>Date: _____</p>
<p>2. Project Manager signature required for Field Orders.</p> <p>City Approval: _____</p> <p>Title: <u>Project Manager</u> _____</p> <p>Date: _____</p>	<p>3. Division Manager signature required for Field Orders exceeding \$5,000. Indicate N/A if not applicable.</p> <p>City Approval: _____</p> <p>Title: <u>Engineering Manager of Department/Division</u> _____</p> <p>Date: _____</p>
<p>4. Division Head signature required for Field Orders exceeding \$15,000.</p> <p>City Approval: _____</p> <p>Title: <u>Assistant Director of Department/Division</u> _____</p> <p>Date: _____</p>	<p>5. Department Head signature required for Field Orders exceeding \$25,000.</p> <p>City Approval _____</p> <p>Title: <u>Director of Department</u> _____</p> <p>Date: _____</p>
<p>6. <u>Contractor acknowledges receipt of FO.</u></p> <p>Contractor Signature: _____</p> <p>Title: <u>Project Manager</u> _____</p> <p>Date: _____</p>	



CHANGE ORDER REQUEST

CITY OF PALO ALTO
DEPARTMENT OF UTILITIES
_____ Project

Contract Change Order Request

Project Title:		Project No.:	
Contract Number:		Date:	
Contractor:		Change Order Request No.:	

Description of Change Order Request <small>(Attach additional sheets as needed)</small>	
Reason for Change Order Request:	
Description of Work to be Performed:	

<p>Requested Change to Contract Sum:</p> <p><input type="checkbox"/> No cost change: N/A</p> <p><input type="checkbox"/> Increase cost by \$ _____</p> <p><input type="checkbox"/> Decrease cost by \$ _____</p>	<p>Request for Extension of Contract Time <small>(check one):</small></p> <p><input type="checkbox"/> No Change to Contract Time</p> <p><input type="checkbox"/> Time Extension Requested for _____ days*</p> <p style="margin-left: 20px;"> <input type="radio"/> _____ days Excusable Delay <input type="radio"/> _____ days Compensable Delay </p> <p><input type="checkbox"/> Decrease time by _____ days</p> <p><small>* Include all information and documentation required by Section 8.5 of the Contract General Conditions. Unless Section 6.3 of the Construction Contract specifies that the Project is to be completed based on working days, any time adjustment will be based on calendar days.</small></p>
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<p>Basis for requested change in cost:</p> <p><input type="checkbox"/> Unit pricing</p> <p><input type="checkbox"/> Lump sum: \$ _____</p> <p><input type="checkbox"/> Time and Materials not to exceed: * \$ _____</p> <p><input type="checkbox"/> Compensable Delay Costs: \$ _____</p> <p><input type="checkbox"/> Other: _____</p> <p><small>* Final value shall not exceed amount shown without additional written CO authorization. Complete Time and Materials Breakdown on following page.</small></p>	<p>Reference Documents:*</p> <p>RFI:</p> <p>ASI:</p> <p>Field Order:</p> <p>Specifications:</p> <p>Plans:</p> <p>Other: (specify):</p> <p><small>* Provide specific number/section/sheet references as applicable</small></p>
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Contract Change Order Request – continued			
Line	Time and Materials Breakdown (Reference General Conditions, e.g. Sections 1 and 7.2, for Allowable Costs and markup)	Added	Credit
	All lines shall be filled in (zero values acceptable)		
	CONTRACTOR'S WORK		
1.	Material (attach itemized quantity and unit cost)		
2.	Labor (attached itemized hours and rates)		
3.	Equipment (attach invoices)		
4.	Royalties and Permits		
5.	Additional insurance and bond costs, not to exceed two percent (2%) of lines 1-4		
6.	Subtotal (sum of lines 1 through 5)		
7.	Contractor Markup (Section 1.1.31 of the General Conditions) by Contractor on Extra Work performed by Contractor's forces, not to exceed ten percent (10%) of line 6		
8.	Subtotal for Contractor's Work (sum of lines 6 and 7)		
	SUBCONTRACTED WORK (Provide separate breakdown for each subcontract) ¹		
9.	Material (attach itemized quantity and unit cost)		
10.	Labor (attach itemized hours and rates)		
11.	Equipment (attach invoices)		
12.	Royalties and Permits		
13.	Additional insurance and bond costs, not to exceed two percent (2%) of lines 9-12		
14.	Subtotal (sum of lines 9 through 13)		
15.	Contractor Markup (Section 1.1.31 of the General Conditions) by Subcontractor on Extra Work performed by Subcontractor's forces, not to exceed ten percent (10%) of line 14		
16.	Subcontractor Markup (Section 1.1.65 of General Conditions) by Contractor on Subcontractor's Allowable Costs, not to exceed fifteen percent (15%) of line 14		
17.	Subtotal for Subcontracted Work (sum of lines 14, 15 and 16)		
18.	TOTAL (sum of lines 8 and 17)		

¹ Attach additional copies of this page as required to summarize additional subcontracts.

Contract Change Order Request – continued

CONTRACTOR CERTIFICATION: By signing below, the undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order Request are true and correct. Contractor warrants that this Change Order Request is comprehensive and complete with respect to the Change in the Work described herein, and agrees that any costs, expenses, or time extension request, including, but not limited to, compensation for delay, lost productivity, inefficiency, or disruption, which is not included with this Change Order Request, shall be deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code Sections 12650 et seq.

Submitted by Contractor:	
Signature:	
By:	
Title:	
Date:	

Design Consultant Recommendation (If Project has a Design Consultant)	
By:	
Title:	
Date:	
Recommendation:	

Construction Manager Recommendation	
By:	
Title:	
Date:	
Recommendation:	

City Approval – Division Head – Signature required on all Change Order Requests	
By:	
Title:	Name Assistant Director, Department/Division
Date:	

City Approval – Department Head – Signature required when any individual Change Order Request exceeds \$10,000.	
By:	
Title:	Name Director of Department
Date:	



CONTRACT CHANGE ORDER

CITY OF PALO ALTO
DEPARTMENT OF UTILITIES
_____ Project

Contract Change Order

Project Title:		Project No.:	
Contract Number:		Date:	
Contractor:		Change Order No.:	

Description of Change Order	
Background Information:	
Change Order Justification:	
Description of Work to be Performed:	
Incorporates Field Order Number(s):	

Cost	Time
<p>This Change Order will:</p> <p><input type="checkbox"/> No cost change: N/A</p> <p><input type="checkbox"/> Increase cost by \$ 0.00</p> <p><input type="checkbox"/> Decrease cost by \$ N/A</p> <hr/> <p>G/L account number (s): _____</p> <hr/> <p>Basis for change in cost:</p> <p><input type="checkbox"/> Unit price(s)</p> <p><input type="checkbox"/> Lump sum</p> <p style="padding-left: 20px;">Time and Materials</p> <p><input type="checkbox"/> Compensation for Compensable Delay</p> <p><input type="checkbox"/> Other: _____</p>	<p>This Change Order will:</p> <p><input type="checkbox"/> <u>Not change time</u></p> <p><input type="checkbox"/> Increase time by ____ days</p> <p style="padding-left: 20px;"><input type="radio"/> ____ days Excusable Delay</p> <p style="padding-left: 20px;"><input type="radio"/> ____ days Compensable Delay</p> <p><input type="checkbox"/> Decrease time by ____ days</p> <p>Note: Unless Section 6.3 of the Construction Contract specifies that the Project is to be completed based on working days, any time adjustment will be based on calendar days.</p> <p>The date of completion as of this Change Order is:</p> <p style="text-align: center;">_____</p>

Contract Change Order – continued

CONTRACTOR CERTIFICATION: By signing below, Contractor agrees that this Change Order constitutes full resolution, settlement, accord and satisfaction with respect to any and all pending or future Claims for cost and extensions of time that were asserted, or that could have been asserted, in connection with the Work covered by this Change Order, as more fully set forth in Article 7 of the Contract General Conditions.

FAILURE TO EXECUTE: If Contractor fails to execute this Change Order within ten (10) days after it has been submitted for Contractor’s signature or refuses, in writing, to execute the Change Order, the City may unilaterally approve this Change Order as set forth in Article 7 of the Contract General Conditions. Contractor may dispute the terms of a unilaterally-approved Change Order, in whole or in part, by submitting a Claim in accordance with the Dispute Resolution Procedures set forth herein within fourteen (14) days after the Change Order is approved by the City. If Contractor fails to submit a Claim within that 14-day period, with respect to all or part of the unilaterally-approved Change Order, those portions of the Change Order which have not been disputed by timely submission of a Claim shall be deemed to have the same effect as if the Change Order was fully executed by both parties as set forth above.

Accepted for Contractor:	Accepted for City of Palo Alto (pending City signature(s) on next page):
By:	By:
Title:	Title: Department/Division - Project Manager
Date:	Date:

Scope of Work

PCO No.	ASI	FO	COR	CO	Description	Amount	Reason for Change
					Total for this Change Order	\$ 0.00	

Contract Change Order – continued			
Summary of Amounts Payable Under Contract (For Internal Purposes Only)			
Original Contract Sum:	\$	0.00	
Previous Change Orders	\$	0.00	
This Change Order	\$	0.00	
Revised Contract Sum:	\$	0.00	
Compare to:			
<i>Original Contract Authorization:</i>	\$	0.00	<i>Contingency:</i> 0.00
<i>Contract Amendment Authorizations</i>	\$	0.00	<i>Contingency added:</i> 0.00
<i>Contingency Authorizations:</i>	\$	0.00	<i>Used to date</i> (0.00)
<i>Total Authorized Funding:</i>	\$	0.00	<i>Balance remaining</i> 0.00
Change Orders shall not be initiated for Council-approved contracts if the revised Contract Sum exceeds the total authorized funding amount.			

Document Preparation	
By:	
Title:	
Date:	

City Approval – Division Head	
Signature required on all Change Orders	
By :	
Title :	Name Assistant Director, Department
Date:	

City Approval – Department Head	
Signature required when any individual Change Order exceeds \$10,000.	
By:	
Title:	Name Director of Department
Date:	

PART 7 SPECIAL PROVISIONS

IFB NO. 186907 SANITARY SEWER REPLACEMENT PROJECT 31 (SSR31)

These Special Provisions apply to this Project in addition to the IFB Part 5 General Conditions. Terms used in these Special Provisions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 1 – UNDERGROUND SERVICE ALERT (USA)

In addition to the USA requirements in IFB Part 5 General Conditions Section 3.28 and the latest WGW Utility Standards Section 2200, the Contractor shall notify Underground Service Alert (USA at 811) a minimum of ten (10) Working Days in advance of excavation. The Contractor shall delineate the areas of work with white paint and only request utility markings at those locations where underground work will occur.

SECTION 2 – PIPEBURSTING

During construction for installation of Sewer pipe by pipe bursting where there is a curved alignment, the Contractor shall determine the appropriate method mentioned in Section 2735 for pipe bursting to ensure designed pipe alignment. Additional potholing needed to ensure alignment will be outside of standard procedure will be billed under bid item 26.

SECTION 3 – ENCROACHMENT PERMIT

Caltrans – El Camino Real

The City has obtained the conditional encroachment permit for work on El Camino Real. This permit is attached as Appendix E. The Contractor is required to apply for and obtain a double permit from Caltrans. The Contractor is responsible for all associated fees, for providing all necessary documents for the double permit and for complying with the requirements to complete the project.

Santa Clara County – Page Mill Road

The City has obtained the conditional encroachment permit (Appendix F) for work on Page Mill Road between 845 Page Mill Road and Ash Street (Sheets 18-20) require an encroachment permit from Santa Clara County. The Contractor is responsible for all associated fees and shall provide all necessary documents needed to obtain the encroachment permit.

SECTION 4 – PROJECT HOURS OF WORK

The work performed in this project is in the right-of-way of the County of Santa Clara and Caltrans. The typical construction hours for this project will adhere to the restrictions detailed in the respective encroachment permits unless otherwise noted below or approved by the Engineer. Refer to Caltrans Encroachment Permit for further time restrictions in work done on El Camino Real. Work performed on Page Mill Road refer to Santa Clara County Encroachment Permit.

Construction activities at intersections shall adhere to the stricter of the two specified hours of work. Traffic shall be fully restored outside the permitted work hours.

Daytime and Nighttime Crews

The Contractor will have two (2) separate crews to perform work during daytime and nighttime on weekdays, until specified nighttime work is completed. Each crew is allowed to work up to forty (40) hours per week.

Work done on Caltrans Right-of-Way that requires one (1) lane closure will be performed as daytime work between 9:00 A.M. and 3:00 P.M.; two (2) lane closures will be performed as nighttime work, as shown in sheet 2 of project plans. All work shall adhere to the restrictions set forth in the encroachment permit, Appendix E.

Work done on County Right-of-Way requires one (1) thru lane at all times and will be performed as daytime work between 9:00 A.M. and 3:00 P.M.; full closures will be performed as nighttime work 10:00 P.M. to 5:00 A.M., as shown in sheet two (2) of project plans. All work shall adhere to the restrictions set forth in the encroachment permit, Appendix F.

Contractor must schedule work accordingly to avoid working on City-specified school routes during the first week of school. No work shall be permitted along school routes during the first week of school, anticipated to begin on August 9th, 2023 through August 11th, 2024. See Appendix A for Anticipated PAUSD Bell Times, 2023-2024 School Calendar Year, and Safe Routes to School.

Holidays

Contractor shall not schedule/perform any work or activities during a City of Palo Alto observed holiday, County observed holiday or Caltrans observed holiday, including one workday before and one work day after a Caltrans holiday.

SECTION 5 – WINTER HOLIDAY SHUTDOWN

Construction activities shall not be performed between December 22nd, 2023, and January 2nd, 2024, during the City’s winter holiday shutdown. During this shutdown, the City may require the Contractor to remove or relocate its construction equipment and materials from all job sites. The Contractor shall account for the winter holiday shutdown to avoid disputes regarding additional working days or compensation.

SECTION 6 – CITY-SUPPLIED MATERIALS

The City will provide the following material for this project.

Quantity	Description of Material
	8” PE Pipe
	10” PE Pipe
	12” PE Pipe
	Manhole Frame and Cover

The Contractor shall exclude the cost of material listed in the table above from associated bid items. The Contractor is responsible for coordinating material pick-up with the Engineer. All costs related to material pick-up and transport shall be included in one or more bid items. Material will be stored within the City of Palo Alto at multiple locations. Contractor will be responsible for picking up the required materials from said locations. Contractor to supply all remaining supplies, materials, and incidentals not listed above required to complete the work.

SECTION 7 – WEEKLY 3-WEEK LOOK AHEAD SCHEDULE

In addition to the monthly overall project schedule update requirement in IFB Part 5 General Conditions Section 3.10, the Contractor shall provide weekly rolling 3-week look-ahead schedules that are tied to the most current Construction Schedule. The weekly look-ahead must outline detailed activities for the next 3 weeks and be submitted via email to the project engineer for review at least one workday prior to each weekly project meeting.

SECTION 8 – COMPACTION TESTING SCHEDULING

Contractor shall schedule soil compaction tests to be done between the hours of 4:00 AM to 6:00 AM for nighttime work. Compaction testing shall be scheduled following the work hours specified by the appropriate encroachment permit described in Section 4- Project Work Hours for any daytime work.

SECTION 9 – COORDINATION

The Contractor shall be responsible for all operations necessary to complete the Work, including complete coordination with relevant stakeholders including, but not limited to, the City, Caltrans, Santa Clara County, Peninsula Corridor Joint Powers Board, Stanford University, Stanford, Stanford Hospital, Palo Alto Unified School Districts, local schools, school principals, PTA members, Valley Water, San Francisco Public Utilities Commission, City of Los Altos, Purissima Hills Water District, PG&E, appropriate Transit Districts, Subcontractors, VA Hospital, property occupants, and all other contractors working in the area. This includes attending meetings with affected parties when required.

Affected bus stops will need to be relocated and temporary bus stop signs will need to be placed at the temporary bus stop locations by the Contractor. Prior to the interruption of bus service at a stop, the Contractor shall place notification signs at the bus stop at least (5) days in advance of the planned relocation or at an adequate number of days dictated by the transit agency, whichever is greater. Both the notification and the temporary bus stop signage shall be removed by Contractor after affected bus stops can resume their routes. The contact information of some of the bus service providers is included below.

AC Transit / Dumbarton Express – Submit a form at <http://www.actransit.org/customer/contact-us/detour-notification/#constructionevent>

SamTrans – 800-660-4287

Palo Alto Crosstown Shuttle – Shuttle@cityofpaloalto.org | 650-329-2442

Valley Transportation Authority – RerouteTeam@vta.org or bus.stop@vta.org | 800-894-9908

Mountain View Go Shuttle – <mailto:info@mvgo.com>

Caltrain Shuttle – 1-800-660-4287

Access to Caltrain Property – procurements@samtrans.com

Stanford Margurite Shuttle – marguerite@stanford.edu | 650-723-9362

Stanford Health Care Shuttle – TransportationServices@stanfordhealthcare.org | 650-736-8000

Contractor will need to effectively coordinate with other agencies/contractors that have projects happening within the City’s Project timeline. Below are the projects the City is aware of that the Contractor will need additional coordination with which will require the contractor to adjust the sequence of work as requested by the appropriate city representative during all phases of the project.

CALTRANS 04-4J89U PROJECT – EI CAMINO REAL

This project proposes to cold plane and overlay existing AC pavement, repair localized failed AC pavement, and repair localized failed PCC pavement along SR 82 from 0.5 miles north of SR-237 to Sand Hill Road. This pavement conservation project also proposes to upgrade the existing non-standard ADA curb ramps with new ADA curb ramps in compliance with the American Disability Act (ADA) and complete street elements.

Contact: Eunmi Choi
Caltrans D4- South
408-210-8203
eunmi.choi@dot.ca.gov

COUNTY OF SANTA CLARA PAGE MILL ROAD IMPROVEMENTS PROJECT

Intersection improvements to improve intersection efficiency and reduce queuing impacts. Provide bicycle and pedestrian safety improvements.

Contact: Jamil Salas
408-690-9497
jamil.salas@rda.sccgov.org

SECTION 10 – NIGHTTIME COMPENSATION FOR SEWER LATERAL, CCTV, AND GPS SURVEY

No separate Bid Items were created for Nighttime work to replace sewer laterals, reconnect sewer laterals, perform GPS Survey, or CCTV video inspection. Contractor shall factor in all associated cost to the provided Bid Items.

END OF SECTION

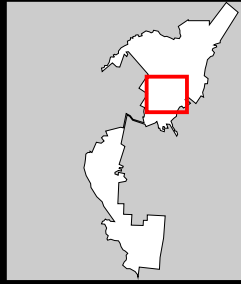
Bid Date: 2/2/23
IFB# 186907Project Title: Sanitary Sewer Replacement Project 31 (SSR 31)
CIP# WC-19001

Bid Summary

BID SUMMARY				ENGINEER'S ESTIMATE		Cratus, Inc.		Pacific Trenchless, Inc.	
Item No.	Quantity	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
BASE BID									
1	696	LF	Replace 6"/8" VCP w/ 8" HDPE (pipe bursting)	\$362.00	\$251,952.00	\$510.00	\$354,960.00	\$600.00	\$417,600.00
2	1,450	LF	Replace 8"/10"/12" VCP w/ 10" HDPE (pipe bursting)	\$372.00	\$539,400.00	\$550.00	\$797,500.00	\$705.00	\$1,022,250.00
3	1,861	LF	Replace 10" VCP w/ 12" HDPE (pipe bursting)	\$382.00	\$710,902.00	\$590.00	\$1,097,990.00	\$720.00	\$1,339,920.00
4	50	LF	Replace 6"/8" VCP w/ 8" HDPE (open trench)	\$672.00	\$33,600.00	\$950.00	\$47,500.00	\$855.00	\$42,750.00
5	40	LF	Replace 8" VCP w/ 10" HDPE (open trench)	\$682.00	\$27,280.00	\$1,050.00	\$42,000.00	\$865.00	\$34,600.00
6	150	LF	Replace 10" VCP w/ 12" HDPE (open trench)	\$692.00	\$103,800.00	\$1,150.00	\$172,500.00	\$875.00	\$131,250.00
7	21	EA	Replace 4" lateral (pipe bursting)	\$3,000.00	\$63,000.00	\$5,000.00	\$105,000.00	\$5,850.00	\$122,850.00
8	10	EA	Replace 4" lateral (open trench)	\$4,500.00	\$45,000.00	\$5,000.00	\$50,000.00	\$9,750.00	\$97,500.00
9	14	EA	Replace 4" ACP lateral (open trench)	\$5,000.00	\$70,000.00	\$5,000.00	\$70,000.00	\$11,950.00	\$167,300.00
10	2	EA	Replace 6" ACP lateral (open trench)	\$5,500.00	\$11,000.00	\$5,000.00	\$10,000.00	\$13,950.00	\$27,900.00
11	11	EA	Reconnect 4" lateral to new main	\$1,500.00	\$16,500.00	\$4,000.00	\$44,000.00	\$8,750.00	\$96,250.00
12	5	EA	Reconnect 6" lateral to new main	\$1,800.00	\$9,000.00	\$4,000.00	\$20,000.00	\$9,750.00	\$48,750.00
13	2	EA	Replace existing 4-inch/6-inch sewer lateral by pipe-bursting method, spanning multiple bounds of traffic	\$5,000.00	\$10,000.00	\$8,000.00	\$16,000.00	\$11,750.00	\$23,500.00
14	3	EA	Replace existing 4-inch/6-inch sewer lateral, spanning multiple bounds of traffic by open trench method	\$6,000.00	\$18,000.00	\$8,000.00	\$24,000.00	\$19,750.00	\$59,250.00
15	24	EA	Remove existing MH and replace w/ new 48" MH	\$10,000.00	\$240,000.00	\$20,000.00	\$480,000.00	\$17,775.00	\$426,600.00
16	1	EA	Remove existing lamphole/flush inlet and replace w/ new 48" MH	\$10,500.00	\$10,500.00	\$20,000.00	\$20,000.00	\$17,775.00	\$17,775.00
17	1	EA	Installing main lamphole or cleanout	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$3,855.00	\$3,855.00
18	3	EA	Remove existing 48" or 60" MH	\$2,860.00	\$8,580.00	\$5,000.00	\$15,000.00	\$12,885.00	\$38,655.00
19	10,924	LF	Post cleaning and video inspection of mains	\$5.00	\$54,620.00	\$15.00	\$163,860.00	\$10.00	\$109,240.00
20	403	LF	Slurry fill (grout) abandoned mains	\$100.00	\$40,300.00	\$25.00	\$10,075.00	\$95.00	\$38,285.00
21	60	LF	Sag Corrections	\$460.00	\$27,600.00	\$1,050.00	\$63,000.00	\$905.00	\$54,300.00
22	1	LS	Project as-built GPS survey data collection	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$21,750.00	\$21,750.00
23	1,791	LF	Nighttime Replace 6"/8" VCP w/ 8" HDPE (pipe bursting)	\$462.00	\$827,442.00	\$510.00	\$913,410.00	\$720.00	\$1,289,520.00
24	2,762	LF	Nighttime Replace 8"/10"/12" VCP w/ 10" HDPE (pipe bursting)	\$477.00	\$1,317,474.00	\$550.00	\$1,519,100.00	\$730.00	\$2,016,260.00
25	2,124	LF	Nighttime Replace 10" VCP w/ 12" HDPE (pipe bursting)	\$492.00	\$1,045,008.00	\$590.00	\$1,253,160.00	\$740.00	\$1,571,760.00
26	17	EA	Nighttime Remove /Replace 48" MH	\$12,000.00	\$204,000.00	\$20,000.00	\$340,000.00	\$18,775.00	\$319,175.00
27	1	EA	Replace Drop MH connection	\$1,500.00	\$1,500.00	\$20,000.00	\$20,000.00	\$19,775.00	\$19,775.00
Total of Base Bid (Items 1 through 27 only, with all applicable taxes included)					\$5,712,458.00		\$7,707,055.00		\$9,558,620.00
ADD ALTERNATE BID									
28	10	EA	Additional potholing	\$1,000.00	\$10,000.00	\$2,000.00	\$20,000.00	\$3,955.00	\$39,550.00
29	10	TON	Disposal of excavated soils at Class 1 landfill	\$120.00	\$1,200.00	\$250.00	\$2,500.00	\$555.00	\$5,550.00
30	10	TON	Disposal of excavated soils at Class 2 landfill	\$80.00	\$800.00	\$100.00	\$1,000.00	\$395.00	\$3,950.00
31	200	LF	Nighttime replace 6"/8" VCP w/ 8" HDPE (open trench)	\$772.00	\$154,400.00	\$950.00	\$190,000.00	\$965.00	\$193,000.00
32	200	LF	Nighttime replace 8" VCP w/ 10" HDPE (open trench)	\$782.00	\$156,400.00	\$1,050.00	\$210,000.00	\$975.00	\$195,000.00
33	200	LF	Nighttime replace 10" VCP w/ 12" HDPE (open trench)	\$792.00	\$158,400.00	\$1,150.00	\$230,000.00	\$995.00	\$199,000.00
Total of Add Alternate Bid (Items 28 through 33 only, with all applicable taxes included)					\$481,200.00		\$653,500.00		\$636,050.00
Grand Total - Base Bid and Add Alternate Bid (Items 1 through 33, with all applicable taxes include)					\$6,193,658.00		\$8,360,555.00		\$10,194,670.00



The City of
Palo Alto



Sanitary Sewer Replacement 31 Site Index Map

This map is a product of the
City of Palo Alto GIS



Sanitary Sewer Replacement (SSR) Projects
FY'24 (SSR 31)



CITY OF
**PALO
ALTO**

City Council Staff Report

From: City Manager

Report Type: CONSENT CALENDAR

Lead Department: Public Works

Meeting Date: May 8, 2023

Report #:2304-1272

TITLE

Approval of a Contract Amendment for Time Only with Romig Engineers, Inc. for Geotechnical Services for the Public Safety Building Capital Improvement Program Project (PE-15001); CEQA: Environmental Impact Report for the Public Safety Building and the New California Avenue Area Parking Garage (Resolution No. 9772)

RECOMMENDATION

Staff recommends that Council approve and authorize the City Manager or their designee to execute Contract Amendment No. 3 to Contract S20176170 with Romig Engineers, to provide geotechnical services for the Public Safety Building project through April 30, 2024 at no additional cost.

BACKGROUND

The New Public Safety Building (PSB) (PE-15001) and New California Avenue Area Parking Garage (Garage) (PE-18000) are among ten key projects included in the 2014 Council Infrastructure Plan. The PSB was identified as the plan's highest priority project and is tied together with the parking garage project with respect to the California Environmental Quality Act (CEQA). The parking garage opened in December 2020. On February 1, 2021, Council approved the award of the construction contract for the PSB to Swinerton Builders and authorized execution and delivery of one series of Certificates of Participation in an amount not to exceed \$120 million to finance PSB construction.¹ The PSB construction is estimated to be complete in fall 2023. Romig Engineers' construction geotechnical services are still required as construction on the PSB continues.

¹ City Council, February 1, 2021; Agenda Item # 4, SR #11752, <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2021/id-11752.pdf>

ANALYSIS

Romig Engineers' services for the PSB project include evaluation of subsurface materials at the site to provide information for design and construction of excavation shoring and seepage cut-off walls, preconstruction geotechnical services, and construction geotechnical services. Romig Engineers contract S20176170² began on November 8, 2019. The contract term was through November 7, 2022 and was extended by Amendment No. 2 through May 18, 2023. Amendment No. 3 is needed for Romig Engineers to continue to provide construction geotechnical services through the end of PSB construction. The new contract expiration date will extend beyond the anticipated PSB construction completion to provide for potential related but unforeseen geotechnical engineering needs in support of the project.

FISCAL/RESOURCE IMPACT

No additional funding is required for the contract and recommendation in this report. This is a time-only extension that requires Council approval.

STAKEHOLDER ENGAGEMENT

Extensive stakeholder engagement was completed during the PSB design process. No stakeholder engagement was done for this contract amendment.

ENVIRONMENTAL REVIEW

An Environmental Impact Report for the PSB and the New California Avenue Area Parking Garage was prepared and was certified by Council on June 11, 2018, by adoption of Resolution No. 9772³.

ATTACHMENTS

Attachment A: S20176170 Romig-Amendment No. 3

APPROVED BY:

Brad Eggleston, Director Public Works/City Engineer

² Romig Engineers Inc., Geotechnical services for Public Safety Building, S20176170, https://www.cityofpaloalto.org/files/assets/public/public-works/engineering-services/cip-contracts/romig-engineers-inc.-s20176170-psb_final.pdf

³ Resolution 9772, <https://www.cityofpaloalto.org/files/assets/public/city-clerk/resolutions/reso-9772.pdf?t=40475.53>

**AMENDMENT NO. 3 TO CONTRACT NO. S20176170
BETWEEN THE CITY OF PALO ALTO AND
ROMIG ENGINEERS, INC.**

This Amendment No. 3 (this “Amendment”) to Contract No. S20176170 (the “Contract” as defined below) is entered into as of May 8, 2023, by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation (“CITY”), and **ROMIG ENGINEERS, INC.**, a California corporation, DIR Registration #1000056882, located at 1390 El Camino Real, 2nd Floor, San Carlos, CA 94070 (“CONSULTANT”). CITY and CONSULTANT are referred to collectively herein as the “Parties”.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of professional geotechnical services for a new Public Safety Building (PSB), as detailed therein.

B. The Parties entered into Amendment No. 1 to update the Schedule of Rates Exhibit C-1, as detailed therein.

C. The Parties entered into Amendment No. 2 to extend the contract term for six (6) months through May 18, 2023, at no additional cost to the City, as detailed therein.

D. The Parties now wish to amend the Contract in order to extend the contract term for eleven (11) months through April 30, 2024, at no additional cost to the City, as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. S20176170 between CONSULTANT and CITY, dated November 8, 2019, as amended by:

Amendment No. 1, dated November 2, 2021

Amendment No. 2, dated November 9, 2022

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Term. Section 2 of the Contract is hereby amended to read as follows:

“The term of this Agreement shall be from the date of its full execution through completion of

Vers.: Aug. 5, 2019

the services in accordance with the Schedule of Performance attached at Exhibit “B” entitled SCHEDULE OF PERFORMANCE, AMENDMENT NO. 3, AMENDED, REPLACES PREVIOUS , but in no event later than April 30, 2024, unless terminated earlier pursuant to Section 19 of this Agreement.”

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit “B” entitled “SCHEDULE OF PERFORMANCE, AMENDMENT NO. 3”, AMENDED, REPLACES PREVIOUS.

SECTION 4. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

ROMIG ENGINEERS, INC.

City Purchasing Manager

Officer 1 DocuSigned by:
Glenn Romig, President
By: _____
C5A957C687EB47B...
Name: Glenn Romig, President
Title: President

APPROVED AS TO FORM:

City Attorney or Designee

Officer 2 DocuSigned by:
Elisabeth Romig, Secretary
By: _____
55920B1EBFAE423...
Name: Elisabeth Romig, Secretary
Title: Secretary

Attachments:

Exhibit "B": SCHEDULE OF PERFORMANCE, AMENDMENT NO. 3, AMENDED, REPLACES PREVIOUS

EXHIBIT "B"
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 3,
AMENDED, REPLACES PREVIOUS

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the Project Managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed ("NTP") from the CITY.

	Milestones	Completion No. of Weeks from NTP
1	Supplemental Exploration, Testing, and Report	6 weeks
2	Preconstruction Services	44 weeks
3	Construction Geotechnical Services	232 weeks



City Council Staff Report

From: City Manager

Report Type: CONSENT CALENDAR

Lead Department: Planning and Development Services

Meeting Date: May 8, 2023

Report #:2304-1341

TITLE

Adopt an Ordinance and Resolution Continuing the Interim Parklet Program Until March 31, 2024; CEQA status – categorically exempt (Regulations 15301 and 15304)

RECOMMENDATION

Staff recommend that the City Council adopt the attached ordinance (Attachment A) and resolution (Attachment B) continuing the interim parklet program to March 31, 2024.

BACKGROUND

The City's interim parklet program has been in effect since the summer of 2020 during the COVID pandemic. The program is authorized by an interim ordinance and resolution, which have been extended several times since then.¹ Most recently, the City Council adopted Ordinance 5572 and Resolution 10081 in October 2022 to extend the interim parklet program through June 30, 2023.²

As the interim program continues, the City continues to develop more permanent standards for parklets. City staff across several departments, including Planning and Development Services, Public Works, and Fire, in conjunction with the City Manager's Office and the City Attorney's Office, have been working to develop these standards while continuing to manage the interim program. The City Council continues to provide substantive feedback on these standards, most recently on October 24, 2022 with the previous Council, and with the current Council on March 13, 2023, and March 27, 2023.³

¹ See staff report from June 23, 2020: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2020/id-11439.pdf>

² See Ordinance 5572: <https://www.cityofpaloalto.org/files/assets/public/city-clerk/ordinances/ordinances-1909-to-present/2022/ord-5572.pdf>

Resolution 10081: <https://www.cityofpaloalto.org/files/assets/public/city-clerk/resolutions/resolutions-1909-to-present/2022/reso-10081.pdf>

³ See staff reports from October 24, 2022: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/city-council-agendas-minutes/2022/20221024/20221024pccsm-amended.pdf>

March 13, 2023: <https://cityofpaloalto.primegov.com/Portal/Meeting?meetingTemplateId=1091>

March 27, 2023: <https://cityofpaloalto.primegov.com/Portal/Meeting?meetingTemplateId=12500>

ANALYSIS

Adoption of this ordinance and resolution are required to allow parklets throughout the City to continue past June 30, 2023. This ordinance and resolution have no changes from their previous versions except to extend the sunset date to March 31, 2024. Extending the interim program through March 2024 will allow the interim program to continue uninterrupted until the permanent parklet program is adopted and rolled out to participating businesses.

FISCAL/RESOURCE IMPACT

Continued staff time will be required to manage the interim parklet program. However, no additional resources are anticipated at this time.

STAKEHOLDER ENGAGEMENT

The City Council held discussions on parklets most recently at its public meetings on March 13 and 27, 2023, and heard extensive public comment.

ENVIRONMENTAL REVIEW

Adoption of this legislation is categorically exempt from CEQA pursuant to CEQA guidelines 15301 (existing facilities) and 15304(e) (minor temporary use of land having negligible or no permanent effects on the environment).

ATTACHMENTS

Attachment A: Interim Ordinance Temporarily Continuing Expansion of Outdoor Dining Retail and Other Activities until March 31, 2024

Attachment B: Resolution Continuing the Pilot Parklet Demonstration Program until March 31, 2024

APPROVED BY:

Jonathan Lait, Planning and Development Services Director

Item 6
Attachment A - Interim
Ordinance Temporarily
Continuing Expansion of
Outdoor Dining Retail and
Other Activities until
March 31, 2024

Ordinance No. _____

Interim Ordinance of the Council of the City of Palo Alto Temporarily
Continuing the Expansion of Outdoor Dining, Retail and Other Activities on
Public and Private Property and Relaxing Regulations Regarding Onsite
Parking, On-Sale of Alcohol, Design/Architectural Review, Permit Fees, and
Alcohol Consumption in Public Places, All to Facilitate Such Outdoor Use

The Council of the City of Palo Alto ORDAINS as follows:

SECTION 1. Findings and Declarations. The City Council finds and declares as follows:

- A. On June 23, 2020, the City Council adopted Ordinance 5500, an emergency ordinance, in response to COVID-19 and its effects on local businesses. At that time and since then, county and state regulations related to COVID-19 have limited or curtailed many indoor activities, including dining, bars, retail, performances, and other recreational uses.
- B. In June 2021, the City Council adopted Ordinance 5526, which amended and restated Ordinance 5500 on a non-emergency basis (among other changes).
- C. On November 8, 2022, the City Council adopted Ordinance 5533, which amended and restated Ordinance 5526 with a sunset date of June 30, 2022.
- D. In May 2022, the City Council adopted Ordinance 5551, which amended and restated Ordinance 5533 to extend its provisions through December 31, 2022.
- E. In October and November 2022, the City Council adopted Ordinance 5572, which amended and restated Ordinance 5551 to extend its parklet provisions through June 30, 2023 and the remainder of its provisions through December 31, 2023.
- F. The City Council now desires to amend and restate Ordinance 5572 to extend the parklet provisions of this ordinance until March 31, 2024. The remainder of the ordinance will sunset on December 31, 2023 as previously adopted.

SECTION 2. City Manager Authorization

The City Manager or his or her designee(s) may promulgate guidelines and implementing regulations for the uses and programs described in this Ordinance as long as such regulations do not conflict with this Ordinance.

//

Item 6
Attachment A - Interim
Ordinance Temporarily
Continuing Expansion of
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Other Activities until
March 31, 2024

SECTION 3. Fee Waivers for Encroachment Permits and Parking Space

- A. The permit fees set forth in the Municipal Fee Schedule are temporarily waived for applications for encroachment permits under Palo Alto Municipal Code Section 12.12.010 and Section 12.12.020, as modified by this Ordinance, to place structures and equipment in the public right-of-way (including closed streets and sidewalks) for purposes of outdoor dining and outdoor retail sales and display of wares.
- B. The parking space closure fee in the Municipal Fee Schedule collected by the Department of Planning and Development Services is temporarily waived for the use of a parking space(s) on-street or in a parking lot for purposes of outdoor dining and outdoor retail sales and display of wares as authorized through an encroachment permit, license, or agreement with the City.

SECTION 4. Modified Review Process for Commercial Sidewalk Encroachment Permits

Notwithstanding contrary provisions of PAMC Section 12.12.020, permits may be granted for commercial sidewalk encroachments for outdoor retail sales and display areas and outdoor eating areas. Permits for these purposes shall not be required to undergo and complete design review by the Planning Department described in subsection (d) of Section 12.12.020. Except as expressly modified herein, the provisions of Section 12.12.020 shall apply to commercial sidewalk encroachments.

SECTION 5. Eating and Drinking Establishments

Eating establishments, and drinking establishments may temporarily relocate some or all of their existing indoor seating capacity to outdoor seating capacity, as follows:

- A. Location. Outdoor eating areas may be placed in one or more of the following areas:
 1. Public streets temporarily closed by the City of Palo Alto, through issuance of an encroachment permit under PAMC Section 12.12.010;
 2. Sidewalks through issuance of an encroachment permit under PAMC Section 12.12.020, as modified by Section 4 of this Ordinance;
 3. In on-street parking spaces approved for use as temporary parklets, in accordance with the Pilot Parklet Demonstration Project as first approved by Council Resolution No. 9909 and continued by subsequent resolutions;
 4. Surface parking lots that currently provide required onsite parking for the eating/drinking establishment, through issuance of an approval by the Director of Planning, or his or her designee, as described in subsections C and D of this Section, below;

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5. Other outdoor areas on the eating/drinking establishment permitted for outdoor seating in the establishment's approved site plan or planning entitlement (such as landscaped areas), through issuance of an approval by the Director of Planning, or his or her designee, in accordance with subsections C and D of this Section, below; and
 6. In other areas that the Council identifies by resolution or ordinance.
- B. Use of Private Parking Lots – Temporary Reduction of Parking Requirements.
1. Notwithstanding the parking requirements applicable to eating/drinking establishments in Title 18 (Zoning) of the PAMC or in individual planning entitlements or approvals for eating/drinking establishments, an eating/drinking establishment may place outdoor eating areas in its parking lot, so long as at least half of the parking spaces on the subject site remain available for use by vehicles. If the establishment's parking lot has ten or fewer parking spaces, up to 100 percent of the parking lot may be used for outdoor eating, subject to review and approval of the Planning Director or his or her designee.
 2. Notwithstanding the parking requirements applicable to shopping centers and their tenant businesses in Title 18 (Zoning) of the PAMC or in individual planning entitlements or approvals for shopping centers or their tenant businesses, a shopping center with an eating/drinking establishment tenant(s) may place outdoor eating areas for such tenant business(es) in the shopping center parking lot, so long as at least half of the parking spaces on the subject site remain available for use by vehicles.
- C. Application. An application in a form approved by the Director of Planning shall be submitted to the Planning and Development Services Department to relocate some or all of an eating/drinking establishment's permitted indoor restaurant seating to outdoor seating in privately-owned areas on the eating/drinking establishment site not originally permitted for outdoor eating. The Director of Planning is authorized to establish submittal requirements and procedures. Temporary Use Permits (TUP) under PAMC Section 18.42.050 may be utilized for this purpose. A TUP issued for this purpose may be valid for a specified period longer than 45 days, notwithstanding subsection (d) of Section 18.42.050. The Planning Director may extend a TUP issued prior to the effective date of this Ordinance to be valid beyond 45 days.
- D. Seating Layout Review. A Seating Layout Review is required to relocate some or all of an eating/drinking establishment's permitted indoor seating to outdoor seating in privately-owned areas on the eating/drinking establishment site not originally permitted for outdoor eating. The Seating Layout Review shall be conducted by a transportation planner, planner, and/or fire inspector who will review and either approve or require modifications to the proposed outdoor seating layout based on the following criteria:

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1. Seating layout does not create a safety risk and adequate pedestrian separation is maintained, including with movable barriers as appropriate where outdoor seating is to be placed in parking lots or on-street parking spaces.
 2. Seating layout accommodates appropriate vehicle and pedestrian circulation and maintains adequate paths of travel and complies with accessibility requirements of the Americans with Disabilities Act.
 3. Any tents must comply with fire codes and Palo Alto Fire Department issued standards for tents, and safety standards set forth by the National Fire Protection Association for fire-resistant tents and must include an affixed manufacturer's label stating the tent meets NFPA requirements. A State Fire Marshal seal on the tent or a certificate is needed to prove treatment.
 4. Any heaters must comply with fire codes.
 5. An adequate and visible barrier is placed that clearly separates the retail area from the parking area and provides sufficient protection for patrons. Adequacy shall be defined in standards and guidelines issued by the Director of Planning.
 6. Other requirements established in the standards and guidelines issued by the Director of Planning.
- E. Fee. No fee will be charged for submittal and review of the Application and for conducting a Seating Layout Review.
- F. Occupancy. Total seating occupancy (including all indoor and outdoor seating) shall not exceed the overall occupancy for which the restaurant is permitted.
- G. Alcohol Service. Establishments that are allowed by the City to serve alcohol for onsite consumption by issuance of a conditional use permit ("CUP") as required by PAMC Section 18.42.090 or as a legal nonconforming use, and that both have an on-sale license from the Department of Alcoholic Beverage Control ("ABC") and are duly authorized by ABC to serve alcohol in outdoor areas, shall be allowed to serve alcohol for onsite consumption in such outdoor areas, notwithstanding any prohibition on outdoor alcohol service or consumption in the PAMC or planning entitlement issued under Title 18 (Zoning) of the PAMC. During the effective period of this Ordinance, establishments that meet the preceding requirements may expand their footprint to outdoor areas without an amendment of the CUP, notwithstanding PAMC Section 18.42.090(c). Outdoor alcohol service shall be in full compliance with ABC regulations, as amended.

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- H. No Architectural Review. Notwithstanding PAMC Sections 18.77, architectural review shall not be required for proposed outdoor eating areas related to such areas during the effective period of this Ordinance.

SECTION 6. Retail Establishments

Retail establishments may temporarily relocate some or all of their existing customer-accessible square footage to outdoor spaces as follows:

- A. Location. Outdoor retail sales and display areas and outdoor eating areas may be placed in one or more of the following areas:

1. Public streets temporarily closed by the City of Palo Alto, through issuance of an encroachment permit under PAMC Section 12.12.010;
2. Sidewalks through issuance of an encroachment permit under PAMC Section 12.12.020, as modified by Section 4 of this Ordinance;
3. Surface parking lots that currently provide required onsite parking for the retail establishment, through issuance of an approval by the Director of Planning, or his or her designee, as described in subsections C and D of this Section, below;
4. Other outdoor areas on the retail establishment site not originally permitted for retail sales and display or dining in the retail establishment’s approved site plan or planning entitlement (such as landscaped areas), through issuance of an approval by the Director of Planning or his or her designee in accordance with subsections C and D of this Section, below; and
5. In other areas that the Council identifies by resolution or ordinance.

- B. Use of Private Parking Lots – Temporary Reduction of Parking Requirements.

1. Notwithstanding the parking requirements applicable to retail establishments in Title 18 (Zoning) of the PAMC or in individual planning entitlements or approvals for retail establishments, a retail establishment may conduct outdoor retail sales and display and may place outdoor eating areas in its parking lot, so long as at least half of the parking spaces on the subject site remain available for use by vehicles. If the establishment’s parking lot has ten or fewer parking spaces, up to 100 percent of the parking lot may be used for outdoor dining/retail, subject to review and approval of the Planning Director or his or her designee.
2. Notwithstanding the parking requirements applicable to shopping centers and their tenant businesses in Title 18 (Zoning) of the PAMC or in individual planning entitlements or approvals for shopping centers or their tenant businesses, a shopping

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center with a retail establishment tenant(s) may place outdoor retail sales and display areas and outdoor eating areas for such tenant business(es) in the subject site parking lot, so long as at least half of the parking spaces on the subject site remain available for use by vehicles.

- C. Application. An application in a form approved by the Director of Planning shall be submitted to the Planning and Development Services Department to relocate some or all of a retail establishment’s customer-accessible square footage to outdoor retail sales and display in privately-owned areas on the retail establishment site not originally permitted for outdoor retail sales and display. The Director of Planning is authorized to establish submittal requirements and procedures. Temporary Use Permits (TUP) under PAMC Section 18.42.050 may be utilized for this purpose. A TUP issued for this purpose may be valid for a specified period longer than 45 days, notwithstanding subsection (d) of Section 18.42.050. The Planning Director may extend a TUP issued prior to the effective date of this Ordinance to be valid beyond 45 days.
- D. Merchandise or Seating Layout Review. A Layout Review is required to relocate some or all of an retail establishment’s permitted indoor customer-accessible square footage to privately-owned areas on the retail establishment site not originally permitted for retail. The Layout Review shall be conducted by a transportation planner, planner, and/or fire inspector who will review and either approve or require modifications to the proposed retail layout based on the following criteria:
1. The placement of the merchandise, displays, or other items does not create a safety risk and adequate pedestrian and vehicular separation is maintained, including with movable barriers as appropriate where outdoor seating is to be placed in parking lots or on-street parking spaces.
 2. The layout accommodates appropriate vehicle and pedestrian circulation and maintains adequate paths of travel and complies with accessibility requirements of the Americans with Disabilities Act.
 3. Any tents must comply with fire codes and Palo Alto Fire Department issued standards for tents, and safety standards set forth by the National Fire Protection Association for fire-resistant tents and must include an affixed manufacturer’s label stating the tent meets NFPA requirements. A State Fire Marshal seal on the tent or a certificate is needed to prove treatment.
 4. Any heaters must comply with fire codes.
 5. An adequate and visible barrier is placed that clearly separates the retail area from the parking area and provides sufficient protection for patrons. Adequacy shall be defined in standards and guidelines issued by the Director of Planning.

Item 6
Attachment A - Interim
Ordinance Temporarily
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Other Activities until
March 31, 2024

6. Other requirements established in the standards and guidelines of Planning.

E. Fee. No fee will be charged for submittal and review of the Application and for conducting a Layout Review.

F. No Architectural Review. Notwithstanding PAMC Sections 18.77.077 and 18.76.020, architectural review shall not be required for proposed outdoor retail areas or signage related to such areas during the effective period of this Ordinance.

SECTION 7. Compliance with Other Regulations, Orders and Approvals

The uses of public and private property allowed in this Ordinance shall be conducted in compliance with any applicable state or county mandate (including executive orders and health orders), this Ordinance, Resolution No. 9909 and its successors, and all other local and state regulations, orders, and approvals, as applicable (collectively, “Applicable Law”). Any approval, allowance or permit to conduct such temporary outdoor use(s) shall be subject to revocation by the issuing City official if the use is conducted in violation of Applicable Law, or poses a threat to public health, safety or welfare.

SECTION 8. No Vested Rights

The outdoor uses of public and private property allowed in this Ordinance are temporary and shall be terminated upon the earlier of the date stated in the applicable permit/approval or the expiration of this interim Ordinance, unless earlier revoked by the City Manager or other authorized official (or their designee) or terminated by action of the City Council. The City may discontinue one or more, or all, of the allowed outdoor uses at any time if the City Manager or designee determines that the public health, safety or welfare warrant such action. Nothing in this Ordinance shall establish a vested right.

SECTION 9. Suspension of Prohibition on Alcohol Consumption in Lytton Plaza and Cogswell Plaza

Notwithstanding PAMC Sections 22.04.330 and 22.04.331, the City Manager is authorized to suspend the prohibition on consumption of alcoholic beverages in the parking lots adjacent to Lytton Plaza and Cogswell Plaza.

SECTION 10. Use of City Parking Lots for Reopening Activities

A. The City Manager, or his or her designee (“City Manager”), is authorized to permit outdoor dining, retail and other activities necessary to facilitate the reopening of businesses, in public parking lots owned by the City, subject to the City Manager’s adoption of rules, regulations, guidelines, and standards for such use (“Regulations”), and publication of such Regulations on the City’s website. Use of parking lots, or portions

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thereof, by a business shall require a license or other agreement, in order to indemnify and hold harmless the City, and provision of insurance

- B. The City Manager is authorized to waive any fee in the Municipal Fee Schedule associated with the temporary use of parking areas for the purposes identified in Section A above.
- C. Notwithstanding PAMC Section 9.04.020, the City Manager is authorized to suspend the prohibition on consumption of alcoholic beverages in any City owned parking lot.

SECTION 11. Personal Services, Indoor Recreation and Other Uses

The authorized outdoor uses of public and private spaces authorized in this Ordinance may be applied to personal services, indoor recreation and other uses. Prior to authorizing these additional activities to occur, the City Manager, or his or her designee (“City Manager”), shall adopt rules, regulations, guidelines, and standards for these uses, and publish them on the City’s website.

SECTION 12. Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 13. Environmental Review

The Council finds that the Ordinance is categorically exempt from CEQA under CEQA Guidelines Sections 15301 (existing facilities) and 15304(e) (minor temporary use of land having negligible or no permanent effects on the environment).

SECTION 14. Effective Date

This Ordinance shall be effective 31 days after adoption. The provisions of this Ordinance allowing temporary parklets shall remain in effect until March 31, 2024 unless otherwise modified, repealed or extended by the City Council. The remainder of this Ordinance shall remain in effect until December 31, 2023 unless otherwise modified, repealed or extended by the City Council.

SECTION 15. Uncodified

This Ordinance shall not be codified.

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Attachment A - Interim
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SECTION 16. Supercedes Ordinance 5572.

As of the effective date of this Ordinance, this Ordinance shall supercede Ordinance 5572, and any conflict shall be resolved in favor of this Ordinance.

INTRODUCED:

PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

APPROVED:

Assistant City Attorney

City Manager

Director of Public Works

Director of Planning & Development
Services

NOT YET ADOPTED

Item 6
Attachment B -
Resolution Continuing the
Pilot Parklet
Demonstration Program
until March 31, 2024

Resolution No. _____

Resolution of the Council of the City of Palo Alto Continuing the Pilot
Parklet Demonstration Program as Continued by Resolution 10081

RECITALS

A. On June 23, 2020, the City Council adopted Resolution 9909 in response to COVID-19 and its effects on local businesses. Resolution 9909 created a Pilot Parklet Demonstration Program and also permitted the City Manager to temporarily close certain streets. At that time and since then, county and state regulations related to COVID-19 have limited or curtailed many indoor activities, including dining, bars, retail, and other recreational uses.

B. On June 7, 2021, the City Council adopted Resolution 9962, which amended and restated Resolution 9909 on a non-emergency basis (among other changes).

C. On October 18, 2021, the City Council adopted Resolution 9992, which amended and restated Resolution 9962 to continue the pilot program until June 30, 2022.

D. On May 9, 2022, the City Council adopted Resolution 10036, which amended and restated Resolution 9962 to continue the pilot program until December 31, 2022.

E. On October 24, 2022 the City Council adopted Resolution 10081, which amended and restated Resolution 10036 to continue the pilot program until June 30, 2023.

F. The City Council now intends to extend the pilot program through March 31, 2024 through this Resolution.

G. This Resolution, like its predecessors, implements a temporary parklet program authorized by Ordinance 5526 and its successor ordinances.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF PALO ALTO RESOLVES AS FOLLOWS:

SECTION 1. Findings and Declarations. The Council hereby adopts the above Recitals as findings of the Council.

SECTION 2. Pilot Parklet Program and Design Requirements. The City Council hereby approves the temporary use of on-street parking spaces in Palo Alto for parklets

under the Pilot Parklet Demonstration Program as first described Res continued by its successor resolutions.

- A. The Director of Public Works/City Engineer, or his or her designee (the “Director”), is delegated the authority to exercise their discretion to approve specific parklet locations, plans, designs, materials, and standards, and amendments thereto. The plans and designs shall be signed by the Director. Any existing parklet locations, plans, designs, materials, standards, and amendments to the Parklet Standards and Requirements approved by the Director under the authority of Resolution 9909 and/or its successors shall remain valid under the authority of this Resolution unless otherwise amended, rescinded, or modified in any other way.

- B. The Director is authorized to issue implementing guidelines and regulations for the Pilot Parklet Demonstration Program, and to approve amendments to the Parklet Standards and Requirements as the Director in his or her discretion deems necessary and proper. Any existing guidelines, regulations, or amendments issued by the Director under the authority of Resolution 9909 and/or its successors shall remain valid under the authority of this Resolution unless otherwise amended, rescinded, or modified in any other way.

- C. A valid encroachment permit issued under Palo Alto Municipal Code Section 12.12.010 is required to operate a parklet under this Program. The Director may approve a parklet application through issuance of an Encroachment Permit, subject to the general regulations in Palo Alto Municipal Code Section 12.12.010 and the following criteria and procedures:
 - 1. Use. Parklets shall be restricted to outdoor eating areas of eating establishments.

 - 2. Application and Review. A complete application for a parklet encroachment permit shall be reviewed by City staff for a determination as to whether such application complies with the Parklet Standards and Requirements. The application shall include all information necessary for a determination on the application including, but not limited to a certificate of insurance and a hold harmless and indemnity agreement in favor of the City shall be submitted in accordance with the provisions of Palo Alto Municipal Code Section 12.08.120. The Director shall grant or deny the application.

3. Conditions. Conditions of approval may be imposed on parklet encroachment permits to maintain the public health, safety and welfare.
4. Revocation. The Director may revoke a parklet encroachment permit if he or she determines that the conditions of the permit, the provisions of this Resolution, or any applicable regulation, ordinance, or provision of the Municipal Code are being violated, or if the municipal use of the area is required for reasons of public health, safety, welfare or convenience. The permittee shall be notified of an intent to revoke the permit and shall be entitled to a hearing before the Director whose decision shall be final.
5. Existing Permits. Any parklet encroachment permit issued under the authority of Resolution 9909 and/or its successors shall remain valid under the authority of this Resolution unless such a permit is otherwise amended, revoked, or modified in any other way.

SECTION 3. Rules and Regulations. In addition to the authority given to the Director of Public Works and his or her designee in Section 2 of this Resolution, the City Manager is authorized to enact any rule or regulation or implementing guidelines to effectuate and implement this Resolution.

SECTION 4. Compliance with Other Regulations, Orders and Approvals. The uses of public and private property allowed in this Resolution shall be conducted in compliance with any applicable state or county mandate (including executive orders and health orders), and all other local, county, and state regulations, orders, and approvals, as applicable (collectively, "Applicable Law"). Any approval, allowance or permit to conduct such temporary outdoor use(s) shall be subject to revocation by the issuing City official if the use is conducted in violation of Applicable Law, or poses a threat to public health, safety or welfare.

SECTION 5. No Vested Rights. The uses allowed in this Resolution are temporary and shall be terminated upon the earlier of the date stated in the applicable permit/approval or the expiration of this Resolution, unless earlier revoked by the City Manager or other authorized official (or their designee) or terminated by action of the City Council. The City may discontinue one or more, or all, of the allowed uses at any time if the City Manager or designee determines that the public health, safety or welfare warrant such action. Nothing in this Resolution shall establish a vested right.

SECTION 6. The Council finds that this Resolution is categorically exempt from CEQA under CEQA Guidelines Sections 15301 (existing facilities) and 15304(e) (minor temporary use of land having negligible or no permanent effects on the environment).

NOT YET ADOPTED

Item 6
Attachment B -
Resolution Continuing the
Pilot Parklet
Demonstration Program
until March 31, 2024

SECTION 7. This Resolution supersedes Resolution 10081 between this Resolution and Resolution 10081 shall be resolved in favor of this Resolution.

SECTION 8. This Resolution shall become effective immediately upon approval and shall remain in effect until March 31, 2024 unless otherwise modified, repealed or extended by the City Council.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

APPROVED:

Assistant City Attorney

City Manager

Director of Public Works

Director of Planning and
Development Services



CITY OF
**PALO
ALTO**

City Council Staff Report

From: City Manager

Report Type: ACTION ITEMS

Lead Department: Planning and Development Services

Meeting Date: May 8, 2023

Report #:2304-1372

TITLE

Adoption of a Resolution Adopting the 2023-31 Housing Element and Consideration of the Associated California Environmental Quality Act (CEQA) Addendum to the Comprehensive Plan 2017 Final Environmental Impact Report

RECOMMENDATION

Staff recommends the following actions:

Planning and Transportation Commission:

1. Consider the Addendum (Attachment B) to the 2017 Comprehensive Plan Final Environmental Impact Report along with the 2017 Comprehensive Plan Final EIR;
2. Review the staff responses to the HCD Comment Letter, as incorporated in the Draft 2023-31 Housing Element (Attachment A) and recommend City Council adopt the Draft 2023-31 Housing Element.

City Council:

1. Consider and approve the Addendum the 2017 Comprehensive Plan Final Environmental Impact Report along with the 2017 Comprehensive Plan Final EIR;
2. Direct staff to make appropriate changes to the Draft 2023-31 Housing Element (Attachment A), including additional revisions recommended by staff in the staff report.
3. Adopt a Resolution (Attachment C) making the findings required under CEQA and Housing Element Law, and adopting the 2023-31 Housing Element, as revised, as an amendment to the City's Comprehensive Plan.

EXECUTIVE SUMMARY

On December 23, 2022, the City submitted its Draft 2023-31 Housing Element for its initial 90-day review by the State Department of Housing and Community Development (HCD). On March 23, 2023, at the end of the 90-day review period, the City received a 14-page comment letter from HCD. The letter requested greater research and analysis for a number of areas, but most comments focused on:

- More explicit revisions to development standards and permit processing (Housing Constraints),
- More Fair Housing Analysis including housing needs for Special needs Groups (Housing Need and Assessment of Fair Housing), and
- More Housing program implementation earlier in the planning period and commitments to specific actions and objectives (Housing Plan).

In response to HCD comments, staff revised the text of the Housing Element document where appropriate (see redline edits in Attachment A). A City Response Matrix that reflects HCD comments and proposed staff responses, with page numbers for easy reference, will be provided to the Council next week as Attachment F. The HCD comment letter is also provided as Attachment D.

During the 90-day HCD review period, on March 8, 2023, the Planning and Transportation Commission (PTC) reviewed the Draft Housing Element submitted to HCD and unanimously recommended adoption of the draft 2023-31 Housing Element, contingent on the refinements needed to address HCD comments.

Staff is requesting that: First, the PTC consider the EIR Addendum, review the staff responses to HCD comments, and recommend the City Council adopt the draft 2023-31 Housing Element with the proposed responses. Second, the Council consider the EIR Addendum, and adopt a resolution making all findings required by CEQA and state Housing Element Law and adopting the 2023-31 Housing Element, with any additional revisions it deems necessary.

BACKGROUND

The Housing Element is the City’s plan to provide housing for its current and future residents. It is the only element of the City’s Comprehensive Plan that requires certification by the State. The Housing Element covers a period of eight years; the 5th Cycle of Housing Elements that covered 2015 through January 31, 2023 ended recently. The 6th Cycle covers the eight years between 2023 and 2031. The deadline to adopt a compliant Housing Element for the 6th Cycle Housing Element was January 31, 2023. For reference, a copy of the 5th Cycle Housing Element is available online.¹

As part of the Housing Element, the City needs to plan for its “fair share” of housing for the 6th Cycle planning period. The City must plan for its Regional Housing Needs Allocation (RHNA) of 6,086 units. In addition, programs must be included in the Housing Element that support increased housing production in the City. Over the last two years, the City has evaluated and updated its draft Housing Element for the 2023-31 planning period. A history of City events and actions over the past two years is available online at www.paloaltohousingelement.com.

¹ 5th Cycle Housing Element: <https://www.cityofpaloalto.org/files/assets/public/planning-amp-development-services/3.-comprehensive-plan/comprehensive-plan/certified-15-23-housing-element.pdf>

Regional Housing Need Allocation

Per state law requirements, the draft Housing Element contains information about the City’s housing needs, constraints to building housing, available housing sites, an explanation of City resources for supporting housing development, as well as goals, policies and programs that will help address the city’s share of regional housing needs as identified by the Association of Bay Area Governments (ABAG). The City’s housing needs are quantified in the RHNA, which includes housing targets at all income levels. As shown in Table 1, the minimum RHNA requirement for Palo Alto in the 2023-31 planning period is 6,086 homes across four income levels.

Table 1: City of Palo Alto 2023-31 RHNA Requirement

City of Palo Alto 2023-31 RHNA					
Income Level	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Total
Area Median Income (AMI)	<50% AMI	50-80% of AMI	80-120% AMI	>120% AMI	
Units	1,556	896	1,013	2,621	6,086

Housing Element Document Requirements

The Palo Alto 2023-31 Housing Element identifies and analyzes existing and projected housing needs and establishes goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing across income levels. It identifies areas in the City where new housing may be built and estimates how many housing units could be built on specific sites. Furthermore, it helps the City plan for future housing needs of all residents at all income levels, including emergency shelters, special housing for the elderly, persons with disabilities, large families, and unhoused residents.

The Housing Element contains several mandated sections including: Executive Summary; Introduction; Housing Needs; Housing Resources; Housing Constraints; and Housing Plan (includes Housing Element programs). Additionally, Appendix C in the draft Housing Element contains the City’s analysis of Affirmatively Furthering Fair Housing (AFFH). AFFH is a new State requirement that mandates each jurisdiction take meaningful actions to further fair housing to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. The Housing Element, including the sites inventory and programs, must be reviewed through the filter of AFFH requirements.

Draft Housing Element Submittal to HCD

The City submitted its Draft 2023-31 Housing Element for its initial 90-day review by HCD in December 2022. This submittal included all the required components as well as the public comments received; the City received 14 comments from individuals and organizations. Due to the timing of the Council review and HCD submittal, Council did not have the opportunity to specifically review the comments collectively. A summary of the public comments, which were grouped into the 10 common themes, is included as Attachment E.

Planning and Transportation Commission Review

At its March 8, 2023 meeting, the PTC reviewed and considered a recommendation to the City Council to adopt the City's 2023-31 Housing Element². Staff reviewed the November 28, 2022 Council directed changes³ included in the draft Housing Element submitted to HCD, the CEQA Addendum, and next steps in the update process. The PTC reviewed the draft Addendum to the 2017 Comprehensive Plan Environmental Impact Report and did not have any requested changes. The PTC had clarifying questions regarding the City's process in meeting its RHNA, the adoption process and its relation to HCD certification of the Addendum. The PTC recommended that the Council adopt the draft Housing Element subject to refinement following receipt of the comments from HCD.

Council Adoption of the Housing Element

Following the PTC's recommendation action, the City Council can take the action to adopt the Draft Housing Element and then submit it to HCD, providing all the required findings outlined in the attached Resolution can be made. This action would mean that City has considered the HCD comments and appropriately responded to those comments and finds the Draft Housing Element to substantially comply with Housing Element Law.

ANALYSIS

On March 23, 2022, the City received HCD's comment letter (Attachment D) on the City's Draft Housing Element. In general, HCD's comments requested that the City provide additional analysis in a number of areas ranging from reviewing the City's development standards to the City's Code Enforcement practices within the Housing Element. HCD determined that the City's Initial Draft Housing Element addresses many statutory requirements, but revisions are necessary to comply with State Housing Element law. HCD's comment letter categorized the comments into the following four topics:

- A. Review previous housing element to evaluate cumulative effectiveness of special needs housing goals and programs;
- B. Housing needs, resources, and constraints (area with the majority of comments);
- C. Housing programs; and
- D. Quantified objectives.

Because of the wide breadth of comments received, highlights of the more notable comments and revisions are discussed below.

² March 8, 2022 PTC Housing Element Report

<https://cityofpaloalto.primegov.com/meeting/document/1784.pdf?name=Staff%20Report>

³ November 28, 2022 Council Action Minutes

<https://cityofpaloalto.primegov.com/Public/CompiledDocument?meetingTemplateId=12221&compileOutputType=1>

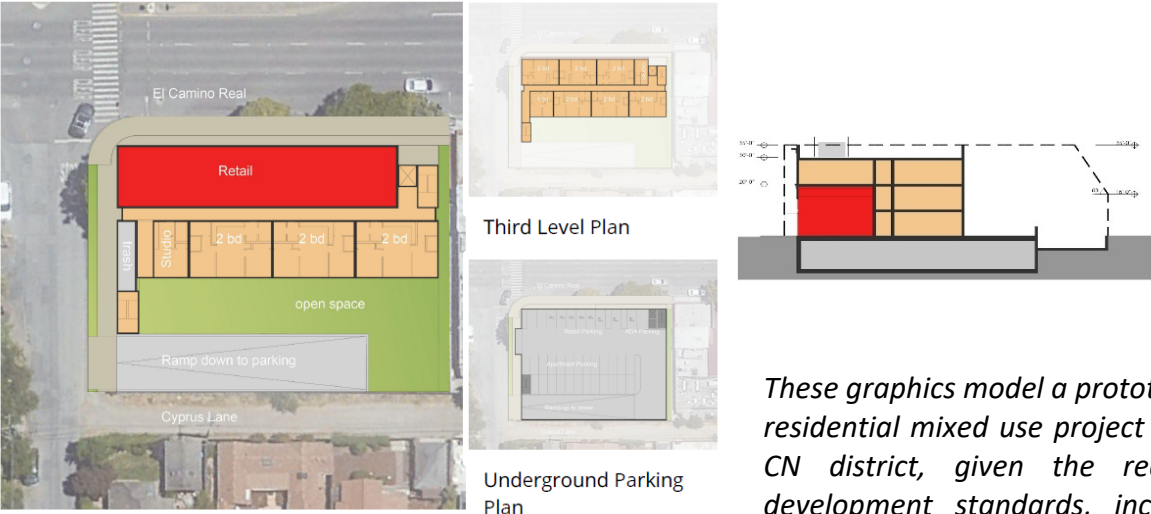
Housing Constraints

HCD requested greater analysis of housing constraints including the City’s land use controls and, more specifically, a greater evaluation of the cumulative impacts of development standards on housing supply and affordability in the City.

Development Standards

HCD had a number of questions related to the City’s land use regulations as being a potential development constraint. Typically, the development standards are one of the main perceived “sources” of constraints to housing. In addition, development standards generally have been frequently mentioned by developers as a cause for higher housing costs. In response to the comments, the revised Housing Element provides additional analysis of the individual and cumulative impacts of the City’s development standards to determine if they represent constraints to housing production.

Part of the additional analysis included the results of a physical site test modeling study currently underway (as part of Program 3.4). This study involves physical modeling of standards in the City’s zoning districts to understand whether current development standards yield the densities identified in the Sites Inventory and required to meet the RHNA. An example of the preliminary modeling for the CN district is shown below; additional details and findings are described in Chapter 4: Constraints



Grade Level Plan
(residential layout similar on mezzanine level)

These graphics model a prototypical residential mixed use project in the CN district, given the required development standards, including setbacks, floor area ratio, height, daylight plane, retail requirements,

landscape coverage, and parking. In this example, the existing regulations yield 12 apartments and a ground-floor retail space, but necessitate underground parking. The analysis finds that the ground-level landscaping standard is a constraint to attaining the 40 du/ac density threshold identified in the Sites Inventory for this particular site/district.

Source: Lexington Planning, Urban Field Studio, City of Palo Alto, 2023.

The preliminary modeling revealed that some development standards are a constraint to housing production at the density levels identified in the Sites Inventory to meet the RHNA. These include:

- ground-level landscaping requirements that limit lot coverage in the commercial mixed use districts (e.g., CD(C), CS, CN), and
- in the case of the ROLM district, floor area ratio, height, lot coverage, and parking

As part of implementation of Program 1.1, the rezoning of sites to meet the RHNA, the City will need to update the zoning ordinance to increase residential densities as outlined in Chapter 3 of the Element and in the Sites Inventory and modify development standards to reduce these constraints.

To further increase housing production, beyond density thresholds identified in the RHNA, Program 3.4 proposes to expand the Housing Incentive Program, including more flexibility for development standards for market rate and 100% below-market rate projects.

Processing Timelines

HCD received public comment that the City's entitlement process is lengthy and burdensome. In response, staff added clarifying language about changes the City has made to decrease the amount of processing time while providing additional information on the City's efforts in reducing processing timelines with the approval of the Objective Standards and the Streamlined Housing Development Review Process. The response also noted that the City will institute Program 3.7 to consistently monitor progress in decreasing processing timelines, including Building Permit processes, to validate that the proposed measures will have the desired results.

Ordinances

HCD advised the City to review local ordinances that directly impact the cost of housing and specifically pointed to the City's Retail Preservation Ordinance and Tree Protection Ordinance. The State had requested additional information about the Retail Preservation Ordinance and why it was not a constraint. Staff outlined how future program proposals will limit the impact of the ordinance while achieving its intent to protect retail at key locations along El Camino Real and the City's two downtown areas as noted in Program 3.4. HCD received a public comment on how the revisions to the Tree Protection Ordinance could be a constraint to housing. Staff described that the City recognizes this potentially could be constraint and that the Council plans to reassess the new revisions later this year. Overall, the City will implement Program 3.2 which will analyze any new proposed ordinance to determine if it is a constraint to housing as well as annually monitoring current codes as constraints.

Housing Programs

More Specific Commitments and Timelines for Program Language and Implementation

HCD had comments about the City's programs. Specifically, a number of City's programs had language to "explore or consider" programs rather than "implement or establish." In addition, HCD felt that some programs needed to be completed sooner than what was specified so that they could make an impact during the 8-year planning period. Based on the HCD comment,

numerous programs have been revised. There will be more proactive measures included in each of the different programs including annual reporting, monitoring, and outreach than in the initial draft Housing Element version. To fully address these comments, it is anticipated that additional consulting resources will be needed to achieve more program implementation in a shorter amount of time.

With regards to the timing of implementing the various programs, staff is still evaluating this to make sure that the timelines are realistic. HCD was clear that they wanted to see more actions completed earlier in the planning period. However, nearly half of the approximately 120 implementing objectives are proposed for completion by the end of 2025. This expedited timeline presents a significant staffing resource impact for the PDS department. As noted below, staff requests Council direction to make further refinements subsequent to the Council's review to adjust the expectation of when some objectives will be initiated or completed.

As a side note about housing programs, while not a specific HCD comment, HCD wants to ensure the effectiveness of the proposed programs. Therefore, additional implementing objectives have been added to the Housing Plan chapter (Chapter 5) to monitor the effectiveness of some City actions (i.e. monitor activity from the revised ADU and HIP programs). In addition, HCD is emphasizing more proactive measures like reporting and outreach. There are approximately thirty annual actions the City must perform during each year in the revised Housing Element.

Other Program Modifications

To further address HCD comments, staff made the following additional changes:

- Revised several programs to include more stakeholder outreach, including, where appropriate, engagement with developers to help inform policy development.
- Added new Fair Housing program objective 6.3 Middle Housing Program to encourage and support lower price homeownership opportunities and a mix of housing types, particularly infill and converted existing housing. As described in Appendix C: Assessment of Fair Housing, although Palo Alto does not have Racially or Ethnically Concentrated Areas of Poverty (RECAPs), it does have Racially Concentrated Areas of Affluence (RCAs), as result of historic discriminatory redlining practices. This program will further leverage the development opportunities created by SB 9 state legislation to create by-right opportunities for up to four units on a single-family zoned lot to encourage housing for middle-income households. Specifically, the program proposes to increase the current floor area limitation from 800 to 1,200 square feet per unit for SB 9 projects so that projects could accommodate 1- and 2-bedroom units. In this way, the program aims to expand access to high resources neighborhoods and reduce RCAs. See the AFFH section below for further details.
- Clarified program objective 4.2 Housing and Neighborhood Preservation to include code enforcement protocols, including inspection and enforcement, when a complaint about substandard housing is received.
- Clarified program objective 6.6 Fair Housing/Tenant Protections regarding Tenant Relocation Assistance (TRA) to specify Code Enforcement will enforce TRA payments if a complaint is received. This represents a change from the City's current enforcement

philosophy, which would treat this as a civil matter between the tenant and property owner or landlord.

- Recommended Program Removals:
 - Staff recommends the removal of Program 3.5 Pedestrian and Transit Oriented Development (PTOD) that specifies a review of the existing development standards and review process to determine modifications that would support higher density development.

With the Housing Element focus on the Housing Incentive Program (HIP), it seems more appropriate to consider applying the HIP to the PTOD area. The HIP standards are focused on supporting housing development and would be appropriate for the Cal Ave PTOD area as well.

- Staff recommends the removal of the implementing objective 6.3 (D) to review the Workforce Housing Overlay regulations to better align with the intended housing population (120%-140% AMI). This task does not support new housing development and should be considered outside of the Housing Element initiatives.

Removing these two programs does not preclude the City from pursuing this work in the future. However, in light of the multitude of other assignments required of the new Housing Element, staff does not consider these two initiatives a top priority that would spur housing production.

Housing Needs

Meeting RHNA/Realistic Capacity

Public comments were received about the housing inventory and the ability for the City to meet its RHNA. The public comments included the possibility of entitled projects not moving forward to become housing, redevelopment of non-vacant sites, and ADU production. Staff responded with additional information using entitlement data since 2013 demonstrating that a high majority of entitled projects do move forward to obtain building permits and subsequently become housing units. Additional analysis was provided to substantiate the City's development history of converting non-vacant sites to residential developments. In addition, staff has engaged multiple times with large land-holding property representatives in the GM/ROLM zone districts to discuss potential significant housing development in the area, and property owners have expressed strong interest in housing development in this area. Through Program 3.2, the City will also annually monitor its current codes for potential housing constraints.

Special Needs Housing

The HCD letter requested greater analysis on the City's past actions in meeting the housing needs of special needs groups as well as providing more local knowledge of special needs populations in the City. The letter also pointed out more revisions were needed to the Housing Programs to provide for alternative housing types such as transitional housing and farmworker housing per State requirements. Understanding that more can be done to assist special needs groups, programs have been added to provide preferences to special needs population when affordable

housing units become available (Program 6.1) as well as encouraging alternative types of housing for special needs populations (Program 6.5).

Affirmatively Furthering Fair Housing (AFFH)

AFFH is a new State requirement and it is defined as taking meaningful actions to:

- a) combat discrimination,
- b) overcome patterns of discrimination,
- c) foster inclusive communities,
- d) replace segregated living patterns with integration and,
- e) transform areas with racial and poverty concentration.

Programs must be created to have proactive measures that address these areas.

Since this is a new requirement with many jurisdictions still navigating through its requirements, a number of HCD comments focused on the City’s AFFH discussion (Appendix C of the Housing Element) and programs. The City’s fair housing analysis provided County and local information and trends. However, HCD comments requested a larger regional study of fair housing, as well as, greater local knowledge. The regional analysis has been expanded to the entire Bay Area instead of the County and additional sources of local knowledge have been added. Based on the new information, areas of discussion including Racially Concentrated Areas of Affluence (RCAAs) or housing for persons with special needs have been revised. Specifically, HCD requested to analyze additional trends and data for special needs groups/populations and further explanation about certain areas of the City regarding their racial and income demographics.

Based on the additional information and analysis, a significant amount of revisions and additions were made to the existing programs and implementing objectives for the fair housing programs to address HCD comments. (Program 6). Many of the existing programs and implementing objectives have been revised to provide more proactive measures and specifics.

Program 6.3 is proposed to address RCAAs. RCAAs are defined as affluent white communities where the census tract comprises of 1.25 times more white individuals than the general population and have 1.5 times the median income of the region or State, whichever is lower. Palo Alto does have ten RCAAs. The Housing Element provides some historical detail about the City practices of exclusionary zoning, redlining, and other discriminatory practices that led to these RCAAs. Although the discriminatory practices have been eliminated and high tech buyers, which are highly diverse, are purchasing throughout the City, the effects of historic redlining remain in persistent RCAAs. These trends will slowly reduce the number of RCAAs in the City. But to further help address RCAAs, staff has proposed Program 6.3, Middle Housing Program. Leveraging SB 9, the program will increase the floor area limitation that will allow for more units on a single family lot. This will also help promote housing mobility throughout the City, especially in the City’s lower density areas. And it will also provide greater housing opportunities for more segments of the community.

Program 6.1 was revised to add specific commitments to supporting housing for persons with special needs. The City provided additional local data for persons with disabilities and seniors. Per information provided by AbilityPath, a high percentage of adults with a developmental disability are a risk of losing their housing within a decade. Also provided is a survey from Avenidas that shows 19% of the respondents earn less than \$50,000 per year. This demonstrates the immediate need for housing for persons with special needs. Program 6.1, "Housing for Persons with Special Needs" originally proposed preferences for populations with special needs. However, the revised program offers much greater detail and specificity. The City will now modify its Affordable Housing guidelines to facilitate special needs housing. The guidelines will include the annual preparation of a Notice of Funding Availability (NOFA) for future projects with scoring priorities for special needs housing units. The City will also offer streamlined permit processing. This will help provide for greater housing opportunities for persons or households with special needs.

There are five "objectives" to AFFH requirements. City staff has prepared an AFFH matrix to demonstrate how the City's AFFH programs are meeting those five objectives. Please see AFFH matrix in Attachment A, Appendix C (Assessment of Fair Housing).

Additional Revisions Recommended by Staff

In order to permit the timely preparation of Attachment A, staff and the City's consultant were unable to include a few final revisions that are important to a complete Housing Element. Staff therefore recommends that the City Council direct the following revisions to Attachment A as part of its adoption and prior to submittal to HCD.

1. Add to Chapter 2, Housing Needs, a discussion of the number of shelter beds that go unused on an average monthly basis within a one-year period, and the percentage of those in emergency shelters that move to permanent housing solutions. Specifically, add the following paragraph to Page 2-84, following the paragraph ending "The shelter is hosted at rotating places of worship throughout Palo Alto and operates from November to April.":
 - a. Based on information obtained from Hotel de Zink, unused beds on an average monthly basis between January 1, 2022 and December 31, 2022 ranged from 0.6 unused beds per night in May 2022 to 4.3 unused beds per night in September 2022, with an annual average of 2.6 unused beds per night. The County of Santa Clara provided slightly different data, but reached approximately the same annual average of 2.8 unused beds per night. The complete dataset is provided in Table 2.xx. Both Hotel de Zink and the County provided data that approximately 14% of individuals in the emergency shelter transitioned to permanent housing solutions. The City was not able to obtain information from Heart and Home Collaborative, nor was the County able to provide any data.

Table 2.XX Monthly Average Unused Emergency Shelter Beds – 2022						
Month	Data from Hotel de Zink			Data from County of Santa Clara		
	Daily Capacity	Average daily usage	Average daily unused beds	Monthly total capacity	Monthly total usage	Monthly total unused beds
January	12	8.2	3.8	310	253	57
February	15	11	4.0	336	309	27
March	15	11.8	3.2	434	365	69
April	15	14	1.0	450	419	31
May	15	14.4	0.6	496	447	49
June	15	12.6	2.4	480	379	101
July	15	12.7	2.3	496	393	103
August	15	11.4	3.6	496	353	143
September	15	10.7	4.3	480	321	159
October	15	12.5	2.5	496	380	116
November	15	12.9	2.1	480	356	124
December	15	13.8	1.2	372	337	35

2. Revise Chapter 5 Program 1.1A to clarify the City’s compliance strategy for Government Code Section 65583.2(h) as follows:
 - a. The rezone/upzoning shall include the following provisions of Government Code Section 65583.2(h) and (i) for sites accommodating lower incomes: (1) By-right development of multi-family developments in which 20 percent or more of units are affordable to lower income households and no subdivision is needed; (2) Accommodation of at least 16 units per site; (3) Minimum density of 20 units per acre; (4) At least ~~Because~~ 50 percent of the lower-income need ~~must~~ cannot be accommodated on sites designated for residential use only, a portion shall be accommodated ~~or~~ on sites zoned for mixed uses that accommodate all of the very low and low-income housing need, if those sites: allow 100 percent residential use, and require that residential use occupy at least 50 percent of the total floor area of a mixed-use project.

3. Authorize staff to refine the objectives timelines to meet the State’s interests to advance meaningful change early in the 6th Cycle to available staff resources, including reasonable expectations for Council-supported consultant resources.

FISCAL/RESOURCE IMPACT

The implementation of the Housing Element will require staff or consultant resources to complete rezones, program implementation, and prepare studies. Generally, all tasks will need to be completed within the first few years of Housing Element adoption. Now with the more

specific commitments and reduced timelines, staff will need to implement more programs in a shorter span of time. This will involve greater staff resources and the use of consultants for the studies. Budget requests related to these activities will be reflected in the annual budget development process.

STAKEHOLDER ENGAGEMENT

The Housing Element update process included substantial public outreach and engagement opportunities. The City formed the Housing Element Working Group (Working Group), a 17-member group that advised the City Council with the Housing element update. The Working Group represented a demographic cross-section of the City. The Working Group included renters, affordable housing residents, seniors, persons of color, a representative from the unhoused community, and an affordable housing developer.

There were other outreach efforts to educate the community about the Housing Element update effort and to receive community input. In addition to the project’s webpage, the City conducted an online survey with 430 respondents, hosted three community workshops and held over 30 public meetings (includes Working Group, Council Ad-hoc, PTC, and City Council). Additionally, staff had numerous presentations with civic groups, meetings and calls with members of the public and developers to address questions and provide information. More recently, on April 21, 2023, in separate meetings, staff met with representatives from Palo Alto Forward and Palo Altans for Sensible Zoning. Staff also provided a Housing Element presentation to Leadership Palo Alto on April 20, 2023. Lastly, City staff was able to meet with its HCD reviewer on April 19, 2023. See Appendix B of the draft Housing Element (Attachment A of this report) for more details. The draft Housing Element Introduction also provides a more detailed breakdown of each of the public meetings as well as summaries of other community engagement efforts.

The Palo Alto Municipal Code requires notice of this public hearing to be published in a local paper. Notice of a public hearing for this project was published in the Daily Post on April 28, 2023, which is 10 days in advance of the meeting. Interested parties were sent the public notice via electronic mail. Notice of the public hearing was also posted on the City’s Housing Element website at www.paloaltohousingelement.com.

In addition, as required by State law, the attached revised draft Housing Element (and any future revisions) must be made available for public review for at least seven days before any action can occur. The 7-day public review period for the revised Housing Element started on April 28, 2023 and concluded on May 5, 2023. The revised draft was available online at www.paloaltohousingelement.com.

Consequences for Non-compliance

The deadline for Bay Area jurisdictions to adopt a compliant Housing Element was January 31, 2023. As of April 19, 2023, no Santa Clara County jurisdiction is compliant or certified. The City of Campbell is the only Santa Clara County jurisdiction to be *substantially* compliant with State requirements. They will not be fully compliant until their Housing Element is adopted and resubmitted to HCD with additional revisions. On a regional level, of the 109 cities and counties

in the Association of Bay Area Governments, 19 jurisdictions are compliant with the State. For a broader perspective, according to HCD’s online housing element review and compliance report, only 50% of jurisdictions in the Southern California Association of Governments are compliant. Their State deadline was October 2021. Consequences for noncompliance include jurisdictions facing the possibility of loss of local housing land use discretion, housing grant ineligibility, and fines.

More recently, there has been statewide discussions about a “builder’s remedy” in the Housing Accountability Act (HAA) and jurisdictions with non-compliant Housing Elements. In short, the builder’s remedy refers to a provision of the Housing Accountability Act that obligates a jurisdiction that does not have a compliant housing element to approve certain affordable housing projects even if the projects are inconsistent with local zoning or general plan regulations. Staff previously provided a discussion of the builder’s remedy as a supplemental memo to Item #12 on the Council’s November 7, 2022 agenda.⁴ The City has received one “builders remedy” application explicitly invoking the “builder’s remedy” as of April 19, 2023. In the event the City adopts a Housing Element and denies a housing project for non-compliance with local regulations prior to receiving certification from HCD, a court would likely determine the adequacy of the City’s Housing Element.

TIMELINE

The Housing Element update process has been underway for over two years. Table 2 shows the significant milestones that have been achieved up with some significant milestones in the future. Concurrent with the preparation of the Housing Element, staff has already begun work on some of the programs, notably, updating the Housing Incentive Program (Program 3.4), as well as starting to prepare the needed zone changes to meet the City’s RHNA (Program 1.1).

Table 2: 2023-31 Housing Element Progress Milestones

MILESTONE	DATE
Formation of HE Working Group (HEWG)	Feb. 2021
1 st Meeting of HEWG	April 2021
PTC consideration of HE sites	February 2022
Council approval of HE sites	April 2022
PTC consideration of HE programs	August 2022
Council approval of HE programs	October 2022
Public Review HE draft released for 30-day comment period	November 2022
Draft HE submitted to HCD for 90-day review	December 2022
PTC adoption of HE	March 2023
HCD Comment letter received	March 2023
PTC & Council HE adoption	May 2023
Submittal of revised HE	June 2023

⁴ <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/city-council-agendas-minutes/2022/20221107/20221107pccsm-amended-linked-g.a-2.pdf>

Rezoning of Site to meet RHNA	January 2024
-------------------------------	--------------

NEXT STEPS

If the Council adopts the Housing Element, staff will make any required revisions to the Housing Element based on Council direction. The City then has 30 days from adoption to submit the adopted Housing Element to HCD; it is anticipated that HCD would review the revised Housing Element within 60 days following submittal.

If HCD determines the City’s revisions address and meet all the comments in the HCD review letter, HCD may issue a “substantial compliance” letter to the City confirming compliance with the requirements of state law. Alternatively, if HCD believes only minor revisions are required, it may issue a letter stating that if the City adopts the Housing Element as outlined in HCD’s responses, the Housing Element substantially complies with the State Housing Element requirements. Finally, if HCD believes significant revisions are required, it could simply issue further comments without any indication regarding compliance with state law.

Staff believe the Housing Element document before the Council fully responds to all of the comments in HCD’s March 23, 2023 letter and that it meets all statutory requirements. Accordingly, staff believe the Housing Element is appropriate for adoption and are hopeful that HCD will confirm its compliance with state law. As noted above, even in the absence of a substantial compliance letter from HCD, the City may still assert that its Housing Element is substantially compliant.

ENVIRONMENTAL REVIEW

The subject project has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. Specifically, the City, acting as the lead agency, has prepared an Addendum to the 2017 Palo Alto Comprehensive Plan Environmental Impact Report⁵ for the draft Housing Element.

The CEQA analysis for the Housing Element is focused on the resulting physical changes on the identified RHNA sites that would take place as a result of the implementation of the required rezonings to meet RHNA and implementing those programs which help increase housing production. For CEQA purposes, the review assessed a higher density on some of the identified RHNA sites than strictly required to meet RHNA as well as other sites that may be developed from the proposed incentives (i.e. expansion of the HIP program). For example, the City parking lots were assigned a maximum density of 50 du/ac for RHNA purposes however it was assigned a density of 100du/ac for the CEQA analysis. This is considered the “reasonable maximum development scenario,” to fully analyze potential impacts if development occurs at a rate higher

⁵ <https://www.cityofpaloalto.org/Departments/Planning-Development-Services/Long-Range-Planning/2030-Comprehensive-Plan>. Please see “Additional Comprehensive Plan Resources”.

than it has historically. This reasonable maximum development scenario assumes that the entire housing sites inventory would develop as housing and does not account for existing development (primarily low-rise commercial uses) that would be demolished to allow for housing. As a result, the impact analysis represents a conservative approach of potential impacts.

Table 3 shows the final unit count analyzed in the CEQA document, applying increased densities and assuming program implementation, primarily the expansion of the City’s Housing Incentive Program (HIP).

Table 3: Total Housing Element Buildout for CEQA Analysis

	Sites	Units
RHNA Sites Inventory + Additional Density Assumption ¹	289	6,936
Sites removed from CEQA review ²	(123)	(1,387)
Increase in allowable density in ROLM/GM zones (Housing Element Program 1.1B) ³	13	294
HIP Standards Enhanced Citywide (Housing Element Program 3.4C) ⁴	0	294
HIP Expanded to All RM Zones (Housing Element Program 3.4D) ⁵	69	528
Total	248	6,665

() denotes subtraction
¹The CEQA unit yield is higher than the RHNA sites yield because of an assumed higher density development assigned to the sites.
²123 sites do not involve changes in development density; therefore, they have been excluded from the CEQA buildout because the development density is already permitted
³Additional sites added due to higher feasibility of development due to proposed upzoning.
⁴HIP allows for greater density and more relaxed development standards thus some developers will take advantage of the incentives.
⁵Extending the HIP to the RM zones will allow property owners to take advantage of the development incentives.

The projected Housing Element buildout of 6,665 units is slightly above the assumed 6,000 unit buildout of Scenario 6 of the 2030 Comprehensive Plan Supplement to the draft Environmental Review. Therefore, the Addendum focused on the impact of the 665 more residential units assumed in the Housing Element buildout. The Addendum focused on the potential impacts to circulation and air quality of the additional units. In the review, the new State metric of Vehicle Miles Traveled (VMT) instead of Level of Service (LOS) was used and the review concluded there would not be a significant impact in citywide circulation patterns.

Air quality was also analyzed based on the greenhouse gas emissions generated from the calculated vehicle trips. It was determined that the air quality impacts did not exceed the CEQA thresholds.

COUNCIL ALTERNATIVE ACTION

The following are alternative actions that Council can take:

1. Continue Council’s deliberation to May 15.
2. Continue to date uncertain and direct staff to perform additional analysis/revisions and return with a revised draft for review and recommendation.
3. Direct staff to submit Attachment A as a subsequent *draft* to HCD for review and comment (rather than an *adopted* version). This will require the City to prepare an additional analysis to plan for emergency shelters pursuant to AB 2339. This analysis is

required for *drafts* submitted to HCD after April 1, 2023, but not for *adopted* housing elements.

ATTACHMENTS

- Attachment A: Clean and Strikeout/Underlined Draft 2023-31 Housing Element, April 2023 (hard copy of strikeout/underline provided to Council and available at Rinconada Library)
- Attachment B: Draft Addendum to the 2017 Palo Alto Comprehensive Plan Environmental Impact Report
- Attachment C: Draft Resolution to Adopt Housing Element and CEQA Findings
- Attachment D: HCD Comment Letter, March 23, 2023
- Attachment E: Summary of Public Comments Submitted to HCD, December 2022
- Attachment F: City Response Matrix to HCD Comment Letter (to be provided separately)

APPROVED BY:

Jonathan Lait, Planning and Development Services Director

Meeting
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023

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Attachment A - Clean and
Strikeout-Underlined
Draft 2023-31 Housing
Element, April 2023 (hard
copy of strikeout-
underline provided to
Council and available at
Rinconada Library)

Clean and Strikeout/Underlined Draft 2023-31 Housing Element, April 2023

Please visit <https://paloaltohousingelement.com/> to see both the clean and strikeout/underlined versions of the draft document.

Hardcopies of the strikeout/underlined Housing Element version will be provided to the Planning & Transportation Commission and City Council.

The public can view a hardcopy of the strikeout/underline Housing Element at Rinconada Library.

Draft Addendum to the 2017 Palo Alto Comprehensive Plan Environmental Impact Report

An electronic version of the Draft Addendum is also available online at:

<https://paloaltohousingelement.com/>

The 2017 Palo Alto Comprehensive Plan EIR can be viewed online at:

<https://www.cityofpaloalto.org/Departments/Planning-Development-Services/Housing-Policies-Projects/2030-Comprehensive-Plan>



ADDENDUM TO THE 2030 COMPREHENSIVE PLAN ENVIRONMENTAL IMPACT REPORT (SCH #2014052101)



City of Palo Alto 2023-2031 Housing Element

PREPARED BY:

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REPORT DATE:

April 2023

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- Appendix B Greenhouse Gas Emissions Modeling Results
- Appendix C Native American Tribal Correspondence

INTRODUCTION

This document is an addendum to the Environmental Impact Report (EIR) (State Clearinghouse [SCH] #2014052101) certified in 2017 (“2017 EIR”) for the 2030 Comprehensive Plan. This addendum is being prepared for the City’s 2023-2031 Housing Element Update (HEU), henceforth known as the “proposed project” or “proposed HEU.” The City of Palo Alto was the lead agency for the certified EIR and is the lead agency for this addendum. The addendum analyzes the environmental effects of proposed revisions to the previously approved project analyzed in the 2017 EIR to address the proposed HEU and has been prepared in accordance with relevant provisions of the California Environmental Quality Act (CEQA) of 1970 (as amended) and the *CEQA Guidelines*.

According to *CEQA Guidelines* Section 15164, an addendum to a previously certified EIR or negative declaration is the appropriate environmental document in instances when “only minor technical changes or additions are necessary” and when the new information does not involve new significant environmental effects or a substantial increase in the severity of a significant effect beyond those identified in the previous EIR. CEQA Guidelines Section 15164 states that:

- a. The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred [these are listed below in Section 1.2].
- b. [Omitted – applies to Negative Declarations]
- c. An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.
- d. The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
- e. A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency’s findings on the project, or elsewhere in the record.

BACKGROUND AND PURPOSE OF THE EIR ADDENDUM

2017 EIR BACKGROUND

The City of Palo Alto prepared and certified the Comprehensive Plan Update EIR (State Clearinghouse #2014052101) on February 5, 2016. The EIR analyzed four scenarios (scenarios 1, 2, 3, and 4) and their environmental impacts. The City then prepared and certified the Comprehensive Plan Update Supplement to the Draft EIR (State Clearinghouse #2014052101) on February 10, 2017, which analyzed two more scenarios (scenarios 5 and 6) with higher buildouts compared to scenarios 1 through 4. This addendum analyzes the proposed HEU’s impacts in relation to the 2017 EIR, which analyzed a maximum buildout of 6,000 new housing units and 14,080 new residents in Scenario 6. The City also prepared and adopted a Mitigation, Monitoring and Reporting Program (MMRP); CEQA findings; and a Statement of Overriding Considerations in 2017.

INTRODUCTION

BASIS FOR THE ADDENDUM

As discussed in the *CEQA Guidelines*, between the date an environmental document for a project is completed and the date that project is implemented fully, one or more of the following changes may occur: 1) the project may change; 2) the environmental setting of the project may change; or 3) previously unknown information can arise. Before proceeding with a project, CEQA requires the lead agency to evaluate these changes to determine whether they affect the conclusions in the prior environmental document. When an EIR has been adopted and a project is modified or otherwise changed after adoption, additional CEQA review may be necessary. The key considerations in determining the need for the appropriate type of additional CEQA review are outlined in Public Resources Code Section 21166 (CEQA) and *CEQA Guidelines* Sections 15162 and 15164.

CEQA Guidelines Section 15162(a) provides that a Subsequent EIR is not required unless the following occurs:

- 1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of identified significant effects;
- 2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of identified significant effects; or
- 3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Pursuant to *CEQA Guidelines* Section 15164(a), an addendum to a previously certified EIR may be prepared if some changes or additions are necessary but none of the conditions described in Section 15162 have occurred that require preparation of a Subsequent EIR. An addendum must include a brief explanation of the agency’s decision not to prepare a Subsequent EIR and must

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be supported by substantial evidence in the record as a whole (Section 15162(a)) and the decision-making body must consider the addendum prior to approving the project (Section 15162(a)).

An addendum to the 2017 EIR is appropriate to address the proposed project, because the proposed modifications to the 2030 Comprehensive Plan project do not meet the conditions of Section 15162(a) for preparation of a Subsequent EIR as described herein.

This addendum presents an analysis of the environmental topics identified in Appendix G of the *State CEQA Guidelines* using a modified checklist that determines for each topic whether the circumstances set forth in Public Resources Code Section 21166 and its implementing *State CEQA Guidelines* sections 15162 and 15163 are present with respect to the proposed project or the circumstances surrounding the project.

The 2017 EIR and this addendum serve as documents to inform decision-makers and the public of the potential environmental consequences of approving the proposed project. This addendum neither controls nor determines the ultimate decision for approval of the proposed project. The information presented in this addendum to the certified EIR will be considered by the City of Palo Alto alongside the certified EIR prior to deciding whether to approve the proposed project.

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PROJECT DESCRIPTION

The proposed project, herein referred to as the “Housing Element Update,” “proposed Housing Element Update,” or “HEU,” would amend the City of Palo Alto’s 2030 Comprehensive Plan (hereinafter referred to as the “2030 Comprehensive Plan”) by replacing the current Housing Element with the proposed 2023-2031 Housing Element and amending the 2030 Comprehensive Plan and Palo Alto Municipal Code (PAMC) as needed for consistency and HEU implementation.

The proposed HEU establishes programs, policies, and actions to further the goal of accommodating projected housing demand, as mandated by the State; increasing housing production to meet this demand; improving housing affordability; preserving existing affordable housing; improving the safety, quality and condition of existing housing; facilitating the development of housing for all income levels and household types, including special needs populations; improving the livability and economic prosperity of all Palo Alto residents; and promoting fair housing choice for all.

This section describes the proposed project, including the project location, major project characteristics, project objectives, and discretionary actions needed for approval.

LEAD AGENCY NAME, ADDRESS, AND CONTACT

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PROJECT LOCATION

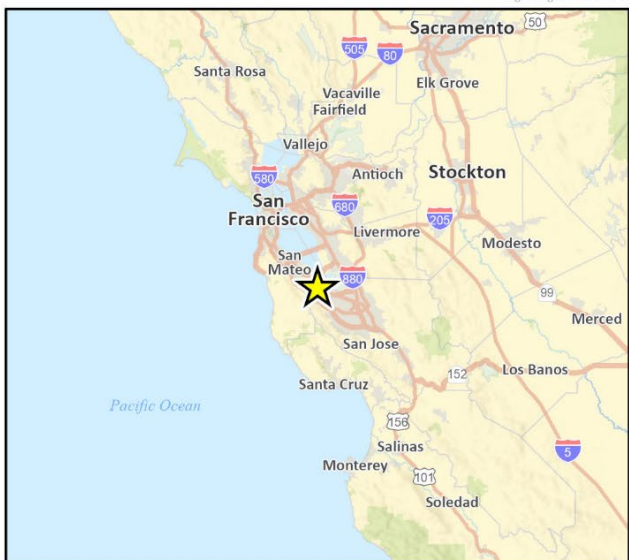
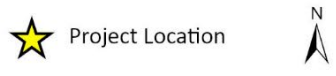
The study area considered in this analysis includes the entire city of Palo Alto (hereinafter referred to as “City” or “Palo Alto”). Palo Alto is located 35 miles south of San Francisco and 14 miles north of San Jose. Palo Alto encompasses an area of approximately 26 square miles, about a third of which is open space, including 34 city-owned parks, and 1,700 acres of protected Baylands. The regional location of Palo Alto is shown in Figure 1 and the city limits are show in Figure 2.

Figure 1 Regional Location



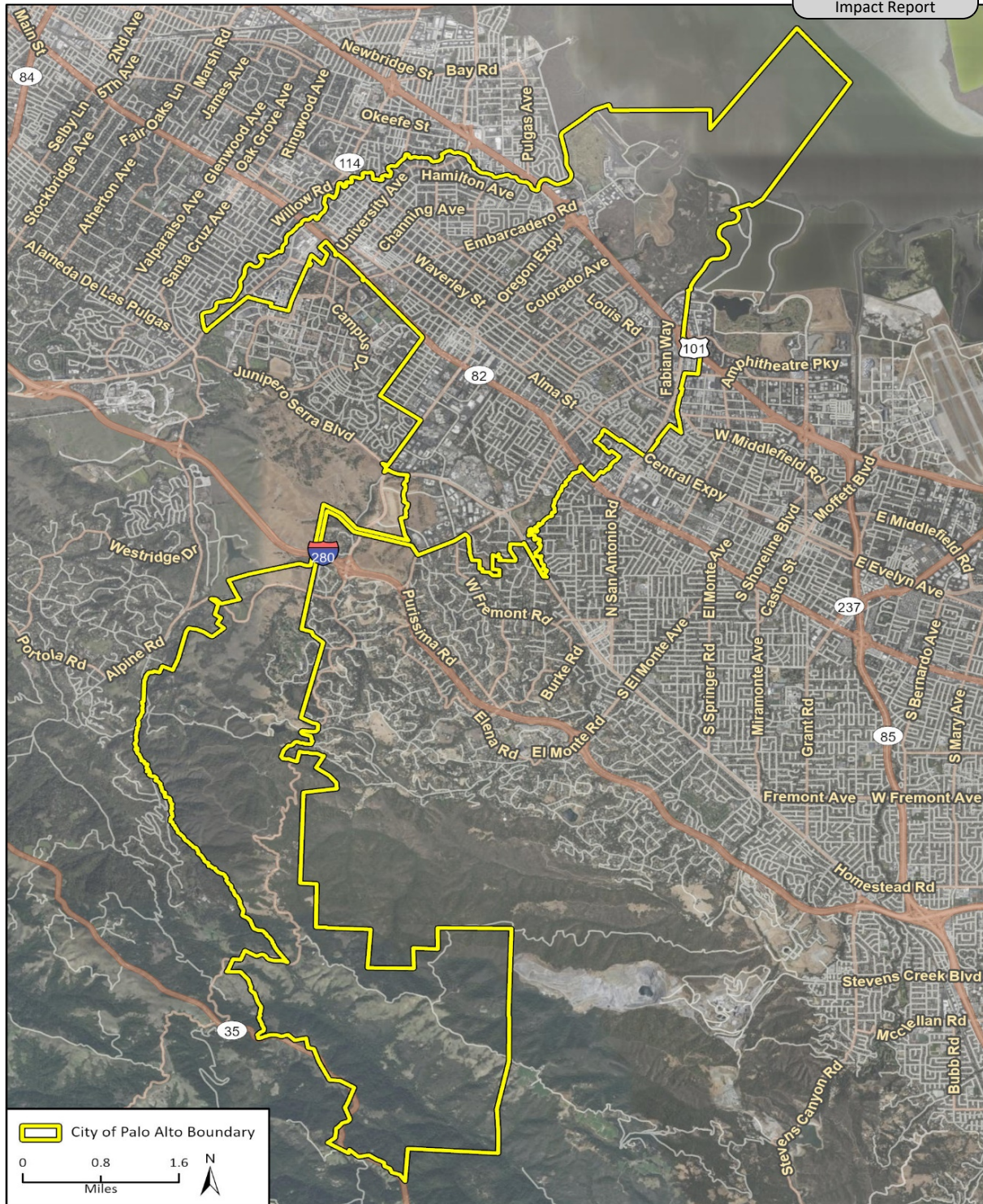
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Location Maps
 Fig 1 Regional Location



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Figure 2 City of Palo Alto Location



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Location Maps
Fig 2 Project Location

PROJECT DESCRIPTION

EXISTING SETTING

Palo Alto includes primarily single-family residential uses (approximately 61 percent of Palo Alto) as well as schools, civic buildings, parks and open space, and commercial uses. The developable area within Palo Alto, located between Junipero Serra Boulevard and the Bayshore Freeway (US 101), is largely built out. Less than 0.5 percent of the developable land area is vacant. A large percentage of Palo Alto’s land area is also undeveloped Baylands and hillsides. The housing stock of Palo Alto in 2022 was made up of 16,403 single-family detached residences, 1,218 single-family attached residences, 1,958 multi-family residences with 2 to 4 units, 9,489 multi-family residences with 5 or more units, and 97 mobile homes (California Department of Finance [DOF] 2022¹).

PROJECT CHARACTERISTICS

The proposed project consists of a complete update to the Comprehensive Plan Housing Element. The updates are intended to enable Palo Alto to accommodate housing in accordance with State law while continuing to provide services, parks, schools, and environmental setting, and offering new programs that support the city’s diversity and housing affordability.

HOUSING ELEMENT UPDATE

The Housing Element is one of the State-mandated elements of the Comprehensive Plan. The current Housing Element was adopted in 2014 and is in effect through January 31, 2023. The Housing Element identifies Palo Alto’s housing conditions and needs, and establishes the goals, objectives, and policies that comprise the City’s housing strategy to accommodate projected housing needs, including the provision of adequate housing for low-income households and for special-needs populations (e.g., unhoused people, seniors, single-parent households, large families, and persons with disabilities).

The proposed HEU would bring the element into compliance with State legislation passed since adoption of the 2015-2023 Housing Element and with the current Regional Housing Needs Allocation (RHNA). In December 2021, the Association of Bay Area Governments (ABAG) Executive Board adopted the 6th Cycle Final RHNA, which includes a “fair share” allocation for meeting regional housing needs for each community in the ABAG region.

The proposed HEU includes the following components, as required by State law:

- **Evaluation of the 2015-2023 Housing Element:** An evaluation of the results of the goals, policies, and programs adopted in the 2015-2023 Housing Element that compares projected outcomes with actual achieved results.

¹ California Department of Finance (DOF). 2022. E-5 Population and Housing Estimates. <https://dof.ca.gov/forecasting/demographics/estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2022/>

- **Demographics and Housing Needs Assessment:** An analysis of the existing housing needs of the community. It provides a profile of socio-demographic information, such as population characteristics, household information, housing stock, tenure, and housing affordability. The assessment also considers local special housing needs, such as seniors, farmworkers, unhoused persons, large households, and female-headed households.
- **Housing Capacity Analysis and Methodology:** An inventory listing adequate sites that are suitably zoned and available within the planning period to meet the city's fair share of regional housing needs across all income levels.
- **Housing Resources:** An identification of resources to support the development, preservation, and rehabilitation of housing.
- **Constraints to Housing Production:** An assessment of impediments to housing production across all income levels covering both governmental (e.g., zoning, fees, etc.) and nongovernmental (e.g., market, environmental, etc.) impediments.
- **Housing Plan:** This section provides a statement of the community's goals, policies and quantified objectives to maintain, preserve, improve, and develop housing, as well as a schedule of implementable actions to be taken during the planning period. Quantified objectives are included to make sure that both the existing and the projected housing needs are met, consistent with the city's share of the RHNA.

The draft Housing Element is available on the City's website:

<https://paloaltohousingelement.com/>

REGIONAL HOUSING NEEDS ALLOCATION

The Housing Element must address the City's fair share of the regional housing need and specific State statutory requirements and must reflect the vision and priorities of the local community. ABAG has allocated the region's 441,176 housing unit growth needs among each city and county in its region through a process called the Regional Housing Needs Determination. From the determination, ABAG assigns each jurisdiction's Regional Housing Needs Allocation (RHNA). The RHNA represents the minimum number of housing units that the City is required to plan for in its Housing Element by providing adequate sites through the Comprehensive Plan and zoning.

As shown in Table 1, Palo Alto's RHNA for the 2023-2031 planning period is 6,086 units, which is distributed among four income categories (a fifth category for extremely low-income households is added in Table 1).

Table 1 RHNA Allocation and Percentage of Income Distribution for P

Income Level	Percent of Area Median Income (AMI)	Units	Percent
Extremely Low	<30%	778	12.7%
Very Low	<50%	778	12.7%
Low	50-80%	896	14.7%
Moderate	80-120%	1,013	16.6%
Above Moderate	>120%	2,621	43.0%
Total	–	6,086	100%

Source: Association of Bay Area Governments Methodology and numbers were approved by ABAG’s Executive board on January 21, 2021 (Resolution No. 02-2021).

MEETING THE RHNA

To meet the RHNA and provide sufficient capacity to accommodate future housing development, the HEU specifies sites suitable for residential development, identifies sites to increase permitted residential densities to meet affordability requirements, and includes other goals, policies, and programs to encourage housing. However, the Housing Element in and of itself does not develop housing – it is a plan. This housing plan would be supported by new and revised zoning standards. Not all of the housing anticipated by the RHNA will necessarily be built, as housing development is mainly accomplished by the private sector and dependent on factors independent of City control, such as financial resources. The sections below introduce the Sites Inventory, sites proposed to meet the RHNA, and then a subset of the inventory describing sites that require rezoning to meet the RHNA.

The Department of Housing and Community Development (HCD) guidance is to identify enough housing sites inventory to not only cover the jurisdiction’s RHNA, but to also provide for an additional buffer capacity to accommodate realistic production rates of affordable housing units. Having a surplus or buffer can also allow for instances when a smaller residential unit count may have to be considered for a given property. The “No Net Loss” Law (Government Code Section 65863) requires maintenance of sufficient sites to meet the RHNA for all income levels throughout the planning period.

SITES INVENTORY

The City assessed capacity in entitled and proposed development, accessory dwelling units (ADU) and underutilized sites to meet the RHNA. Some of the underutilized sites are already zoned to accommodate multifamily housing at appropriate densities. However, other sites require rezoning to increase densities to allow multifamily housing and meet the remaining shortfall in accommodating the RHNA. These categories are further explained below. The City has identified 289 sites that could provide housing to meet the City’s RHNA and buffer. These sites are shown on Figure 3.

ENTITLED AND PROPOSED DEVELOPMENT

Approved and permitted residential developments can be credited towards the City's RHNA for the 6th cycle Housing Element provided it can be demonstrated that the units will be built during the planning period. The city has identified 19 projects that are entitled or under review. Entitled and proposed development would generate 1,016 new units within the city.

ACCESSORY DWELLING UNITS

The City anticipates that it will permit an average of 64 accessory dwelling units (ADU) per year or 512 units during the planning period. ADUs, also referred to as granny flats or secondary units, provide an affordable housing option and are an important tool to help meet the housing needs in communities. The ADUs can also be credited towards RHNA. The proposed HEU includes programs for the City to incentivize and promote ADUs, such as by new incentives for rent-restriction ADUs that are affordable to low and very low income households and by allowing the construction of an ADU or Junior ADU with the construction of a new residence, whether on vacant property or on any property that is proposed to be redeveloped. The 64-unit annual projection is based on the City's average ADU production from 2019-2021.

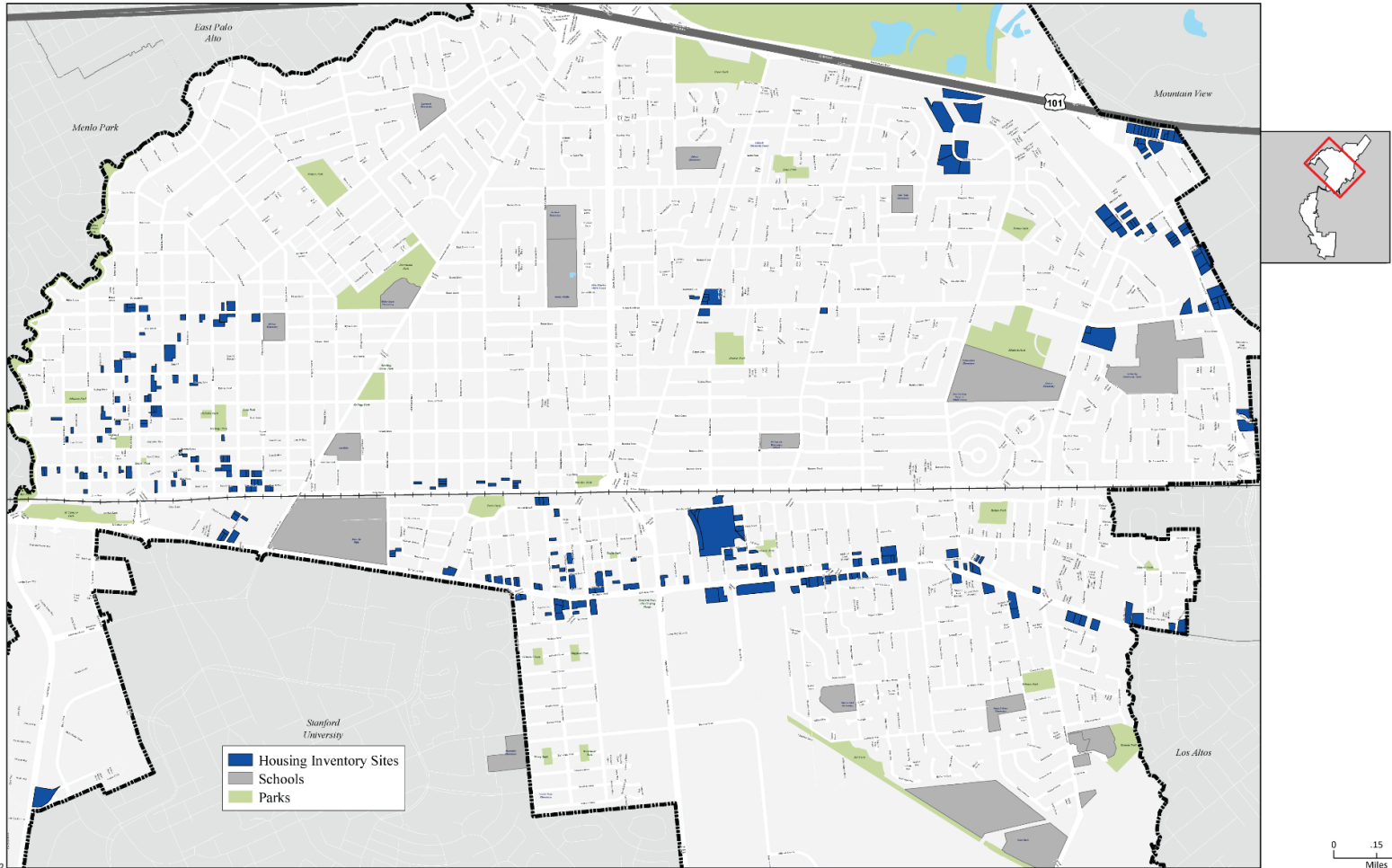
IDENTIFYING UNDERUTILIZED SITES

After crediting the entitled or under review 1,106 units and the 512 projected ADUs towards total RHNA (and buffer) of 6,695 units, there is a shortfall of 5,077 units. The proposed HEU identifies 289 sites that could accommodate 5,189 units² to meet the RHNA allocation during the 2023-2031 period plus an additional buffer. Most of the parcels are developed but underutilized. Parcels that were considered during this phase included:

- Underutilized sites such as lots with uses that are no longer needed or need rehabilitation
- Locations where housing could be denser
- Locations near public transit and services
- Locations where housing could be added near commercial buildings or in business parks to create "live-work" neighborhoods

² Note that the identified sites' yield of 5,189 exceeds the calculated shortfall of 5,077 units by 112 units; the revised total unit yield to meet RHNA is 6,807 units.

Figure 3 Housing Element Update Sites Inventory Locations



Source: City of Palo Alto

Not To Scale

Due to a lack of vacant available parcels, the City relies on non-vacant and accommodate nearly all of its RHNA.

SITES REQUIRING ZONING CHANGES

Of the 289 sites identified to meet RHNA, the majority (166 sites) would need to be rezoned to a higher density to meet the estimated unit yields. The sites that do not require rezoning already allow for the development density to reach the estimated unit yields.

STRATEGIES TO MEET RHNA

The City identified nine strategies to identify additional housing opportunity sites to accommodate for the remaining total shortfall of 5,077 residential units. These strategies include:

1. General up-zone of sites that allow for multi-family residential use;
2. Sites located within ½ mile of a Caltrain station;
3. Sites within ½ mile of high-frequency bus transit corridors;
4. Parking lots owned by the City;
5. Surface parking surrounding local faith-based institutions;
6. Sites within the General Manufacturing (GM) zone;
7. Sites within Research, Office, and Limited Manufacturing (ROLM) zone;
8. Sites owned by Stanford University; and,
9. Additional sites identified by City staff.

Overall, it is estimated that 166 sites would be rezoned and these rezoned sites would have a capacity for an estimated 4,000 residential units distributed among all income categories. These sites are also shown on Figure 3.

GENERAL UP-ZONING STRATEGIES

The City would allow more residential development by increasing the maximum allowable density on sites where multi-family development is currently allowed. Medium to high density residential zones, or commercial zones that currently allow a maximum density of 20 dwelling units per acre would be up-zoned to allow a maximum of 30 dwelling units per acre. Similarly, areas zoned for a density of 30 dwelling units per acre would be up-zoned to allow up to 40 dwelling units per acre. Those identified parcels within 0.25 mile of Caltrain stations would receive an up-zone to 50 dwelling units per acre while those sites within a quarter to half a mile would be up-zoned to 40 units per acre.

This strategy would increase the capacity of the city's RM-20, RM-30, CN, CC, and CS zones on 99 sites. These sites are generally spread throughout the city but are predominately located within the CS zone along El Camino Real with additional sites in the Downtown and North Ventura Coordinated Area Plan (NVCAP) areas, and along Colorado Avenue and San Antonio Road.

SITES WITHIN 0.5 MILE OF A CALTRAIN STATION

This strategy focuses on facilitating transit-oriented residential development within a 0.5-mile buffer of the three Caltrain stations that serve Palo Alto, which includes the Downtown, California Avenue, and San Antonio Stations. Twenty-seven sites located within 0.25 mile of one of these stations were identified to be re-zoned to allow multi-family development at densities up to 50 dwelling units per acre, while 21 sites within 0.25 to 0.5 mile of one of these stations were identified to be re-zoned to allow up to 40 dwelling units per acre. These sites are primarily located in proximity to the Downtown and California Avenue Stations.

SITES WITHIN 0.5 MILE OF FREQUENT BUS ROUTES

This strategy would increase residential densities in areas located within walking distance of frequent bus and shuttle service stops, specifically VTA route 22, 522-El Camino Real and VTA route 21 – San Antonio Avenue, Middlefield Road, and University Avenue. These sites are primarily located along El Camino Real.

CITY-OWNED PARKING LOTS

Several city-owned surface parking lots can be redeveloped to include affordable housing, if appropriate. Four of these sites are located in the University Avenue Downtown area and two additional sites are located near California Avenue, within the California Avenue Business District.

SURFACE PARKING AND VACANT LAND ON SITES WITH FAITH-BASED INSTITUTIONS

Underutilized areas on sites occupied by faith-based institutions, such as excess parking lots and vacant segments of properties, could accommodate additional residential units.

GM AND ROLM ZONES

Nearly all sites in GM and ROLM zones are currently occupied by, or reserved for, office uses. This strategy would rezone these sites to allow for high-density multi-family residential uses and would accommodate approximately 35 percent of the city’s overall remaining need. Program 1.1 of the proposed HEU would rezone ROLM and GM zoned properties to allow multi-family residential housing as a permitted use with a base density of 65 dwelling units per acre for those properties nearest Bayshore Freeway and generally bounded by East Charleston Road and Loma Verde Avenue.

STANFORD SITES

Stanford University owns multiple properties within city limits that could be used as sites for potential housing. Two sites were identified for use as residential development under the proposed HEU, which would be available for Stanford University affiliated employees and not for students.

ADDITIONAL SITES IDENTIFIED BY CITY STAFF

Nineteen additional sites were included in the Sites Inventory. These are sites where development interest has been expressed, sites that have been pre-screened by developers for residential projects, or the sites adequate for Palo Alto’s Housing Incentives Program (HIP).

TOTAL SITES INVENTORY

Table 2 shows the total inventory of sites and units to meet the RHNA. The City of Palo Alto has assumed a 10 percent buffer which requires the site identification of an additional 609 units for a total of 6,695. As shown in the table, with entitled and proposed development, ADUs, underutilized sites with no rezoning required, and rezoning to meet the RHNA, a total of 6,807 units can be accommodated, which is more than the RHNA plus 10 percent buffer of 6,695 units.

Table 2 Total Housing Element Proposed Sites and Units to Meet the RHNA

	Sites	Units
Entitled and Proposed Development – Credit	N/A ¹	1,106
ADU – Credit	N/A ²	512
Underutilized Sites (no rezoning required)	123	1,187
Rezoning to Meet the RHNA	166	4,002
Total	289	6,807⁴

¹The 19 project sites for entitled and proposed development are not counted in the 289 RHNA sites therefore they are not included in this table.

²ADU development is assumed throughout the city.

OTHER ZONING CHANGES NOT REQUIRED TO MEET THE RHNA

The HEU includes additional programs to support housing development production and/or affordability throughout the city, some of which require zoning changes. Although these zoning changes are not required to meet the RHNA, they facilitate the goals of the Housing Element. These programs identified in the proposed HEU could modify zoning standards as follows:

- Rezone ROLM and GM zoned properties to increase densities for multi-family residential housing beyond 65 dwelling units per acre, for those properties nearest Bayshore Freeway and generally bounded by East Charleston Road and Loma Verde Avenue. The GM and ROLM zones are shown in Figure 4.
- Extend the Affordable Housing Incentive Program (AHIP) to all housing opportunity sites.
- Modify AHIP development standards to expand housing feasibility and affordability, including allowing more residential floor area, taller building heights, and align the City’s parking requirements to be consistent with State Density Bonus law.

Figure 4 GM and ROLM Zones



- Modify the Housing Incentive Program (HIP) to amend development standards for floor area, building height, aligning the City's parking requirements to be consistent with State Density Bonus law; and modifying retail preservation requirements to allow more flexibility in redevelopment outside of essential retail locations (i.e., ground floor (GF) and retail (R) combining districts and strategic locations generally depicted in the draft South El Camino Real Design Guidelines). These revisions will promote greater housing production and affordability.
- Extend the HIP to multi-family residential districts and the ROLM and GM districts in northeast portion of the City nearest the Bayshore Freeway and generally bounded by East Charleston Road to the east and Loma Verde Avenue. The existing and proposed HIP expanded HIP areas are shown in Figure 5.
- Assess the existing Pedestrian and Transit Oriented Development (PTOD) Combining District development standards and the review process to identify modifications needed to support higher density housing production.
- Amend the City's seismic hazards identification program to strengthen regulations and require seismic upgrades of vulnerable housing stock through a combination mandatory provisions and voluntary incentives.
- Explore development incentives to encourage larger units, such as floor area ratio exemptions for three or more bedroom units to encourage a mix of different bedroom units in each development.
- Amend the Palo Alto Municipal Code (PAMC) to reduce commercial floor area allowances or other commercial incentives at strategic locations to shift the economic benefit of redevelopment toward home building.
- Assess the City's Workforce Housing Overlay regulations and consider amendments to better align the target housing population with a housing typology that provides clear reduced rents compared to market rate rents for a comparable unit.
- Adopt incentives to encourage lot consolidation to encourage high density housing with additional incentives for 100 percent affordable housing developments.

The zoning changes resulting from the implementation of these Housing Element programs may stimulate development on housing opportunity sites identified in the Housing Element to meet the RHNA or on other sites not identified in the Housing Element. This CEQA document evaluates implementation of this broader set of zoning tools and housing development on sites beyond the Housing Element sites inventory that may take advantage of these incentives. In this way, the analysis accounts for a scenario in which development occurs at a rate higher than it has historically or that is likely to occur.

Figure 5 Existing and Proposed HIP Sites



HOUSING ELEMENT UPDATE CEQA ASSUMPTIONS

CEQA BUILDOUT ASSUMPTIONS

For the purposes of the California Environmental Quality Act (CEQA) analysis, this document assesses a higher range of development potential, considered the “reasonable maximum development scenario,” to fully analyze potential impacts if development occurs at a rate higher than it has historically. This reasonable maximum development scenario assumes that the entire housing sites inventory would develop as housing and does not account for removal of existing development (primarily low-rise commercial uses) that would be demolished to allow for housing. As a result, the impact analysis represents a conservative approach of potential impacts.

The CEQA analysis for the HEU is focused on the resulting physical changes that would take place as a result of the implementation of the required rezonings to meet RHNA as explained in Section 2.3.3 and program implementation as outlined in Section 2.3.4.

As shown on Table 2, there are 289 sites identified to meet RHNA; 123 of those do not require a zone change. Therefore, while they are identified sites for the purpose of meeting RHNA they are not assessed for the purposes of the CEQA analysis because they could be built to the projected Housing Element buildout with or without adoption of the Housing Element.

Further, although Table 2 shows a total 6,807 units associated with the 289 RHNA sites, the CEQA analysis assumes a higher unit yield because of an assumed higher density assigned to these sites. While the assumed yield count is lower for the purposes of demonstrating capacity to meet the RHNA, for the CEQA analysis the assumed yield is higher to allow for a reasonable maximum development scenario to account for potential environmental impacts.

Lastly, because HEU programs 1.1B, 3.4C, and 3.4C involve increased residential density, the CEQA buildout assumptions include an additional 82 sites and 1,116 units.

Table 3 shows the total buildout assumed with implementation of the Housing Element for the purposes of the CEQA analysis, which is 248 sites with a yield of 6,665 units.

Table 3 Total Housing Element Buildout for CEQA Analysis

	Sites	Units
RHNA Sites Inventory + Additional Density Assumption ¹	289	6,936
Sites removed from CEQA review ²	(123)	(1,387)
Increase in allowable density in ROLM/GM zones (Housing Element Program 1.1B) ³	13	294
HIP Standards Enhanced Citywide (Housing Element Program 3.4C) ⁴	0	294
HIP Expanded to All RM Zones (Housing Element Program 3.4D) ⁵	69	528
Total	248	6,665

() denotes subtraction

¹The CEQA unit yield is higher than the RHNA sites yield because of an assumed higher density development assigned to the sites.

²123 sites do not involve changes in development density; therefore, they have been excluded from the CEQA buildout because the development density is already permitted

³Additional sites added due to higher feasibility of development due to proposed upzoning.

⁴HIP allows for greater density and more relaxed development standards thus some developers will take advantage of the incentives.

⁵Extending the HIP to the RM zones will allow property owners to take advantage of the development incentives.

CEQA BASELINE AND COMPARISON TO THE 2017 EIR

The CEQA baseline for this analysis is the maximum allowable development for residential uses under the City’s 2030 Comprehensive Plan Environmental Impact Report (EIR). The Comprehensive Plan Supplement to the Draft EIR analyzed six scenarios for development under the 2030 Comprehensive Plan. Scenario 6 of the 2030 Comprehensive Plan Supplement to the Draft EIR assumed a buildout of 6,000 residential units and 14,080 residents, similar to the residential buildout of the HEU. Table 4 compares the potential buildout under the proposed HEU to the buildout contemplated in Scenario 6 of the Comprehensive Plan EIR.

As shown on Table 4, buildout under the proposed HEU would result in 665 more residential units and 2,650 more residents compared to Scenario 6 as studied in the Comprehensive Plan EIR. Additionally, the construction of these units could result in an overall reduction in office uses, but this document utilizes a conservative approach of simply analyzing the additional impacts of the residential units, without assuming a reduction in the commercial buildout that was analyzed for the Comprehensive Plan EIR.

Table 4 Total Development Evaluated in the Comprehensive Plan EIR Compared to the Housing Element Update

	Buildout under Comprehensive Plan EIR	Buildout under Proposed Housing Element Update	Change in Buildout
New Housing Units (# of units)	6,000	6,665	+665
New Population (# of people)	14,080	16,730 ¹	+2,650

¹ Based on Palo Alto persons per household of 2.51 (DOF 2022)

PROJECT OBJECTIVES

The purpose of the project is to address the housing and safety needs of the City, to support City programs to increase diversity and housing affordability, and to update the Comprehensive Plan to meet the requirements of current State law. The proposed Housing Element includes the following objectives:

- Accommodating projected housing demand, as mandated by the State;
- Increasing housing production to meet this demand;
- Improving housing affordability;
- Preserving existing affordable housing;
- Improving the safety, quality and condition of existing housing;
- Facilitating the development of housing for all income levels and household types, including special needs population;
- Improving the livability and economic prosperity of all City residents; and
- Promoting fair housing choice and affirmatively furthering fair housing for all.

REQUIRED APPROVALS

With recommendations from the Planning and Transportation Commission, the City Council would need to take the following discretionary actions in conjunction with the proposed HEU:

- Adoption of the 2023-2031 Housing Element of the Comprehensive Plan
- Amendments to the City's Zoning Ordinance
- Amendments to the Comprehensive Plan to ensure internal consistency between the Housing Element and other chapters. This would include changes to land use designations in the Land Use Element and changes to the Safety Element to meet current State law requirements.

CALIFORNIA NATIVE AMERICAN TRIBAL CONSULTATION

On September 29, 2022, the City of Palo Alto contacted California Native American Tribal governments by sending an Assembly Bill (AB) 52 and Senate Bill (SB) 18 notification letter via email to tribes with an affiliation with the project area based on a list provided by the Native American Heritage Commission (NAHC). Under AB 52, Native American tribes have 30 days to respond and request further project information and request formal consultation. Under SB 18, Native American tribes have 90 days to respond and request further project information and request formal consultation. The City did not receive a request for formal consultation under AB 52 or SB 18. Therefore, no California Native American Tribes traditionally or culturally affiliated with the project area have requested consultation pursuant to Public Resources Code Section 21080.3.1.

Item 7
Attachment B - Draft
Addendum to the 2017
Palo Alto Comprehensive
Plan Environmental
Impact Report

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IMPACT ANALYSIS

A comparative analysis has been prepared of the potential impacts associated with the proposed project and the potential impacts of the scenarios analyzed in the 2017 EIR, using the CEQA Guidelines Appendix G checklist as a guide. The checklist considers the full range of environmental issues subject to analysis under CEQA (in rows), and then poses a series of questions (in columns) aimed at identifying the degree to which the issue was analyzed in the EIR. The checklist also includes a column identifying whether the proposed changes to the Comprehensive Plan meet any of the criteria of CEQA Guidelines Section 15162 requiring a subsequent EIR relative to each environmental issue. The questions posed in each column are described below:

Where was impact analyzed? This column provides a cross-reference to the portions of the 2017 EIR where information and analyses may be found relative to the environmental issue listed under each topic. The cross-references identified in this column correspond with page numbers and section numbers of the 2017 EIR.

Could proposed changes involve new or substantially more severe impacts? In accordance with the CEQA Guidelines Section 15162(a)(1), this column indicates whether the proposed project would involve new significant environmental impacts or a substantial increase in the severity of identified significant impacts that, in turn, would require major revisions of the 2017 EIR.

Are there new circumstances resulting in new or substantially more severe impacts? In accordance with CEQA Guidelines Section 15162(a)(2), this column indicates whether changes to the circumstances under which the proposed project is undertaken or implemented have occurred that would involve new significant environmental impacts or a substantial increase in the severity of identified significant impacts that, in turn, would require major revisions of the 2017 EIR.

Is there new information resulting in new or substantially more severe significant impacts? In accordance with CEQA Guidelines Sections 15162(a)(3)(A) and 15162(a)(3)(B), this column indicates whether new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified, shows additional or substantially more severe significant impacts not discussed in the 2017 EIR.

Do mitigation measures included in the certified EIR address and/or resolve impacts? In accordance with CEQA Guidelines Sections 15162(a)(3)(C) and 15162(a)(3)(D), this column indicates whether new mitigation measures or alternatives previously found not to be feasible in the 2017 EIR would in fact be feasible and would substantially reduce one or more significant effects of the project, or whether such mitigation measures or alternatives which are considerably different from those analyzed in the 2017 EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

IMPACT ANALYSIS

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If impacts have been adequately analyzed in the 2017 EIR or would be less than major revisions of the 2017 EIR would not be required and no further environmental review under CEQA would be required.

1 Aesthetics

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
Except as provided in Public Resources Code Section 21099, would the project:					
a. Have a substantial adverse effect on a scenic vista?	EIR Page 4.1-5 through 4.1-7	No	No	No	N/A
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	EIR Page 4.1-5 through 4.1-7	No	No	No	N/A
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	EIR Pages 4.1-2 through 4.1-5	No	No	No	N/A
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	EIR Pages 4.1-7 through 4.1-8	No	No	No	Yes

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENT

Section 4.1, *Aesthetics*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to aesthetics. The 2017 EIR determined that the 2030 Comprehensive Plan would have significant but mitigable impacts related to aesthetics. The 2017 EIR states that the project could potentially substantially degrade the existing visual character or quality of the affected areas of the city and their surroundings since it would introduce housing on sites previously used for non-residential purposes and increase the scale of development on existing housing

sites. Therefore, Mitigation Measure AES-1 would be required and would result in impacts less than significant level.

The 2017 EIR found that the 2030 Comprehensive Plan would not significantly alter public viewsheds, view corridors, or scenic resources, and would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. These impacts were found to be less than significant.

Table 5 lists the mitigation measure from the 2017 EIR related to aesthetics.

Table 5 2017 EIR Mitigation Measures: Aesthetics

Mitigation Measure #	Mitigation Text
Impact AES-1: Implementation of the proposed Plan would have the potential to substantially degrade the existing visual character or quality of the area and its surroundings. (Potentially Significant and Mitigable)	
AES-1	To ensure that increased residential densities would not degrade the visual character or quality of the area, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> ▪ High-quality building and site design. ▪ Compatibility with surrounding development and public spaces. ▪ Enhancement of existing commercial centers. ▪ Requirements for landscaping and street trees. ▪ Preservation and creation of a safe and inviting pedestrian environment. ▪ Appropriate building form, massing, and setbacks.

Source: City of Palo Alto 2016

PROJECT-SPECIFIC IMPACTS

a. Would the project have a substantial adverse effect on a scenic vista?

An adverse effect would occur if a proposed plan or project would block or otherwise damage the scenic vista upon implementation. The City does not contain designated scenic views or scenic vistas. However, Palo Alto identifies the backdrop of forested hills to the southwest and San Francisco Bay to the northeast as views that are character-defining features of the city, including the East Bay hills and the Santa Cruz Mountains (City of Palo Alto 2016).

The proposed HEU involves policies or programs that could increase allowed height (an estimated additional 10 to 35 feet of height in some zoning districts) and floor area of development in the city. The proposed HEU involves numerous programs and policies to facilitate the development of housing in Palo Alto. However, areas proposed for development were also analyzed for development in the 2017 EIR. Overall, the proposed HEU would result in 665 more residential units compared to what was analyzed in the 2017 EIR. As discussed in the 2017 EIR, future development facilitated by the 2030 Comprehensive Plan would be required to comply with design guidelines such as the El Camino Real Design Guidelines which address site, building, and landscaping design issues; South of Forest Avenue Coordinated Area Plan guidelines which provides planning policies, development regulations, and design guidelines for the South Forest Area; and the Downtown Urban Design Plan which includes conceptual designs for specific locations and offers examples of desirable architectural and landscape

treatments. These guidelines and standards would also generally apply to development under the HEU. Furthermore, future multi-family development would be subject to the City's Major Architectural Review Board and/or designed in accordance with objective multi-family design standards, to ensure that visual resources in Palo Alto are protected through compliance with applicable development standards. However, consistent with what was analyzed in the 2017 EIR, the proposed HEU would introduce housing on sites previously used for non-residential purposes, such as in ROLM and GM zones, and would increase the scale of development on some existing housing sites, leading to newer and larger structures.

Nonetheless, even with potentially increased allowed height limits, development facilitated under the proposed HEU compared to what is currently allowed would not substantially block views, as most views are already fully or intermittently impeded by urban development, including mature trees and existing buildings, and urbanized areas do not offer near or far field views of scenic vistas. Therefore, an increase in height would not directly or substantially block views. This impact would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

b. Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

While there are no officially designated State scenic highways in Palo Alto, the City identifies several scenic routes, including Sand Hill Road, University Avenue, Embarcadero Road, Page Mill Road, Oregon Expressway, I-280, Arastradero Road (west of Foothill Expressway), Junipero Serra Boulevard/Foothill Expressway, and Skyline Boulevard as having high scenic value (City of Palo Alto 2016). The proposed rezoning that would occur under the proposed HEU would allow for increased residential density in RM-20, RM-30, CN, CC, and CS zones, and would allow for residential uses in non-residential zones such as ROLM and GM zones. Overall, the proposed HEU would result in 665 more units compared to what was analyzed in the 2017 EIR, which could affect scenic views toward scenic routes. However, the housing inventory sites are all located in areas that are already developed, and development would occur on underutilized or non-vacant sites. Furthermore, development within the urbanized areas of the town such as the Downtown area has already been planned to reinforce the existing development pattern. Since there are no State-designated scenic highways in Palo Alto, the HEU would not facilitate development that would substantially damage scenic resources within a state scenic highway. Future multi-family development would be subject to the city's Major Architectural Review, which would help ensure that development complies with the applicable design guidelines and development standards, including protection of scenic resources. Or, if projects qualify for streamlined review, multifamily projects would be subject to objective design standards that aim to create high-quality design and compatibility with surrounding uses and character. Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

c. *In non-urbanized areas, substantially degrade the existing visual character or the existing public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

The proposed HEU includes goals, policies, and programs to encourage housing in Palo Alto. The proposed rezoning that would occur under the proposed HEU would allow for increased residential density in RM-20, RM-30, CN, CC, and CS zones, and would allow for residential uses in non-residential zones such as ROLM and GM zones. Overall, the proposed HEU would result in 665 more units compared to what was analyzed in the 2017 EIR. Additional residential development could result on other sites in urbanized areas of the city as a result of new incentives in the HIP. However, future development would be subject to the city's Major Architectural Review which includes a hearing and recommendation by the Architectural Review Board on whether the individual project is consistent with the findings for Architectural Review outlined in PAMC Section 18.76.020. Or, if projects qualify for streamlined review, multifamily projects would be subject to objective design standards that aim to create high-quality design and compatibility with surrounding uses and character. This process aims to promote orderly and harmonious development in the city and promote visual environments that are of high aesthetic quality and variety and which, at the same time, are considerate of each other. Additionally, future development in locations within specific area plans would be required to adhere to development guidelines outlined within the respective area plans. Although the proposed HEU would introduce housing on sites previously used for non-residential purposes and increase the height and scale of development on existing underutilized sites, as with the 2017 EIR, future development would be required to comply with policies L-1.1, L-6.1, L-4.2, and N-2.1 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measure AES-1 of the 2017 EIR, which would ensure that increased residential densities would not degrade the visual character or quality of the area. Therefore, this impact would be less than significant with mitigation, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

d. *Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?*

Palo Alto is an urbanized city with commensurate level of light and glare. Development facilitated by the project would, in large part, occur as infill on already developed parcels within existing neighborhoods. New lighting could occur on buildings for safety and in pedestrian walkways, and light could be emitted from interior sources through windows on upper stories of tall buildings. The main source of glare would likely be from the sun shining on reflective or light-colored building materials and glazing.

Development facilitated by the proposed HEU would occur as redevelopment of existing built and underutilized sites. When facilities such as parking lots are replaced with buildings, these replacements may reduce nighttime sources of light, because parking lots are often more

brightly lit during the nighttime than most buildings. Development of underground parking structures may result in new light sources, but they would likely be congruous with nearby light sources (e.g., lighting from residential windows). Furthermore, as the development facilitated by the project would be residential units, light from windows would be mostly filtered or obscured by window coverings. Light spillover from exterior residential lighting is typically blocked by adjacent structures or trees.

Furthermore, future development would be required to comply with PAMC Section 18.40.250, which outlines guidelines for building exterior lighting and downward illumination; interior lighting; unnecessary continued illumination; and timing devices and dimmers. Additionally, future commercial and multi-family development would be subject to the city's Major Architectural Review which would ensure that all development comply with the applicable design guidelines and development standards, including lighting and glare.

Overall, new residential development would be in existing residential neighborhoods or along commercial corridors where sources of light and glare already exist. Development under the proposed HEU would not create new sources of substantial light or glare that would adversely affect daytime or nighttime views in the area and the impact therefore would be less than significant. Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

The project would have less than significant impacts on aesthetic resources, the same as those identified in the 2017 EIR, with compliance with policies adopted in compliance with Mitigation Measure AES-1. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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2 Agriculture and Forestry Resources

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?	
Would the project:						
a.	Convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	EIR Pages 7-1 through 7-2	No	No	No	N/A
b.	Conflict with existing zoning for agricultural use or a Williamson Act contract?	EIR Pages 7-1 through 7-2	No	No	No	N/A
c.	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	EIR Pages 7-1 through 7-2	No	No	No	N/A
d.	Result in the loss of forest land or conversion of forest land to non-forest use?	EIR Pages 7-1 through 7-2	No	No	No	N/A
e.	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	EIR Pages 7-1 through 7-2	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

The 2017 EIR addresses agricultural and forestry resources in Chapter 7, CEQA-Mandated Sections. The 2017 EIR found that the implementation of the 2030 Comprehensive Plan would have no impacts related to agricultural and forestry resources.

PROJECT-SPECIFIC IMPACTS

- a. *Would the project convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

Although there are approximately nine acres of Prime Farmland and 11 acres of Unique Farmland within Palo Alto, none of the sites in the Sites Inventory or areas proposed to be rezoned are located on agricultural land. The proposed HEU would facilitate increased housing on non-vacant and underutilized sites that are in urbanized areas. Therefore, the project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use, and there would be no impact, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- b. *Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?*

According to the 2017 EIR, there are a total of 24 properties under the Williamson Act Contract. The proposed HEU would facilitate increased housing on non-vacant and underutilized sites that are in urbanized areas and would not involve changes to existing agricultural land or conflict with a Williamson Act Contract. Therefore, there would be no impact, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- c. *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?*

- d. *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

- e. *Would the project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?*

According to the 2017 EIR and the California Department of Forestry and Fire Protection (CAL FIRE), forest lands are primarily located in the southern foothills. CAL FIRE also shows scattered, isolated forestland within urbanized areas of the city. However, these areas are contained within parks, creek corridors, and built-out residential neighborhoods. No forest land, timberland, or timberland zoned Timberland Production are proposed for redevelopment, rezoning, or land use changes by the proposed HEU. The proposed HEU would facilitate increased housing only on non-vacant and underutilized sites that are in urbanized areas. Therefore, there would be no impact, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more

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severe significant impacts than what was analyzed in the 2017 EIR, further warranted.

CONCLUSION

The project would have less than significant impacts on agriculture or forestry resources, the same as those identified in the 2017 EIR. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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3 Air Quality

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
Would the project:					
a. Conflict with or obstruct implementation of the applicable air quality plan?	EIR Pages 4.2-2 through 4.2-13	No	No	No	No
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	EIR Pages 4.2-13 through 4.2-21	No	No	No	No
c. Expose sensitive receptors to substantial pollutant concentrations?	EIR Pages 4.2-22 through 4.2-29	No	No	No	No
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	EIR Pages 4.2-29 through 4.2-31	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.2, *Air Quality*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to air quality. The 2017 EIR found that implementation of the 2030 Comprehensive Plan could conflict with or obstruct the implementation of the 2010 Bay Area Clean Air Plan. Although Scenario 6 was found to result in a lower vehicle miles traveled (VMT) per capita and a lower VMT per service population than under existing conditions at the time, it could not be verified whether the 2030 Comprehensive Plan would aid or hinder implementation of control measures outlined in the 2010 Bay Area Clean Air Plan. Therefore, Mitigation Measure AIR-1 would be required to reduce impacts to a less than significant level.

The 2017 EIR also found that the 2030 Comprehensive Plan could violate an air quality standard; contribute substantially to an existing or project air quality violation; and/or result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard, resulting in significant and unavoidable impacts. Even with implementation of mitigation measures AIR-2a through 2d, impacts would be significant since future development projects would contribute to increases in concentrations of air pollutants.

The 2017 EIR found that implementation of the 2030 Comprehensive Plan sensitive receptors to substantial concentrations of Toxic Air Contaminants (TACs), and mitigation measures AIR-3a through 3d would be required to reduce impacts to a less than significant level. Additionally, the implementation of the 2030 Comprehensive Plan could expose a substantial number of people to objectionable odors. Therefore, mitigation measure AIR-4 would be required to reduce odor impacts to a less than significant level.

Table 6 lists the mitigation measures from the 2017 EIR related to air quality.

Table 6 2017 EIR Mitigation Measures: Air Quality

Mitigation Measure #	Mitigation Text
Impact AIR-1: Without inclusion of air quality policies, implementation of the proposed Plan could conflict with or obstruct implementation of the applicable air quality plan. (Significant and Mitigable)	
AIR-1	To ensure consistency with the 2010 Bay Area Clean Air Plan, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> Reduction in emissions of particulates from automobiles, manufacturing, construction activity, and other sources (e.g. dry cleaning, wood burning, landscape maintenance). Support for regional, State, and federal programs that improve air quality. Support for transit, bicycling, and walking. Mix of uses (e.g. housing near employment centers) and development types (e.g. infill) to reduce the need to drive.
Impact AIR-2: Implementation of the proposed Plan could violate an air quality standard; contribute substantially to an existing or project air quality violation; and/or result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is nonattainment under an applicable federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors). (Significant and Unavoidable)	
AIR-2a	As part of the City’s development approval process, the City shall require applicants for future development projects to comply with the current BAAQMD basic control measures for reducing construction emissions of PM10 (Table 8-1, Basic Construction Mitigation Measures Recommended for All Proposed Projects, of the BAAQMD CEQA Guidelines).
AIR-2b	Prior to issuance of construction permits, development project applicants that are subject to CEQA and have the potential to exceed the BAAQMD screening-criteria listed in the BAAQMD CEQA Guidelines shall prepare and submit to the City of Palo Alto a technical assessment evaluating potential project construction-related air quality impacts. The evaluation shall be prepared in conformance with BAAQMD methodology in assessing air quality impacts. If construction related criteria air pollutants are determined to have the potential to exceed the BAAQMD thresholds of significance, as identified in the BAAQMD CEQA Guidelines, the City of Palo Alto shall require that applicants for new development projects incorporate mitigation measures (Table 8-2, Additional Construction Mitigation Measures Recommended for Projects with Construction Emissions Above the Threshold, of the BAAQMD CEQA Guidelines or applicable construction mitigation measures subsequently approved by BAAQMD) to reduce air pollutant emissions during construction activities to below these thresholds. These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to the City and shall be verified by the City’s Planning and Community Environment Department.
AIR-2c	To ensure that development projects that have the potential to exceed the BAAQMD screening criteria air pollutants listed in the BAAQMD CEQA Guidelines reduce regional air pollutant emissions below the BAAQMD thresholds of significance, the proposed Plan shall include policies that address the following topic: <ul style="list-style-type: none"> Require compliance with BAAQMD requirements, including BAAQMD CEQA Guidelines

Mitigation Measure #	Mitigation Text
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AIR-2d	<p>Implement Mitigation Measure TRANS-1a. In addition, to reduce long-term air quality impacts by emphasizing walkable neighborhoods and supporting alternative modes of transportation., the proposed Plan shall include policies that address the following topic:</p> <ul style="list-style-type: none"> Enhanced pedestrian and bicycle connections between commercial and mixed-use centers.
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Impact AIR-3: Implementation of the proposed Plan would expose sensitive receptors to substantial concentrations of air pollution. (Significant and Mitigable)

AIR-3a	<p>The City of Palo Alto shall update its CEQA Procedures to require that future non-residential projects within the city that: 1) have the potential to generate 100 or more diesel truck trips per day or have 40 or more trucks with operating diesel powered TRUs, and 2) are within 1,000 feet of a sensitive land use (e.g., residential, schools, hospitals, nursing homes), as measured from the property line of a proposed project to the property line of the nearest sensitive use, shall submit a health risk assessment (HRA) to the City of Palo Alto prior to future discretionary Project approval or shall comply with best practices recommended for implementation by the BAAQMD. The HRA shall be prepared in accordance with policies and procedures of the State Office of Environmental Health Hazard Assessment and the Bay Area Air Quality Management District. If the HRA shows that the incremental cancer risk exceeds the BAAQMD significance thresholds, the applicant will be required to identify and demonstrate that mitigation measures are capable of reducing potential cancer and noncancer risks to an acceptable level, including appropriate enforcement mechanisms.</p> <p>Mitigation measures and best practices may include but are not limited to:</p> <ul style="list-style-type: none"> Restricting idling on-site beyond Air Toxic Control Measures idling restrictions, as feasible. Electrifying warehousing docks. Requiring use of newer equipment and/or vehicles. Restricting off-site truck travel through the creation of truck routes. <p>Mitigation measures identified in the project-specific HRA shall be identified as mitigation measures in the environmental document and/or incorporated into the site development plan as a component of a proposed project.</p>
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AIR-3b	<p>To ensure that new industrial and warehousing projects with the potential to generate new stationary and mobile sources of air toxics that exceed the BAAQMD project level and/or cumulative significance thresholds for toxic air contaminants and PM2.5 listed in the BAAQMD CEQA Guidelines reduce emissions below the BAAQMD thresholds of significance, the proposed Plan shall include policies that address the following topic:</p> <ul style="list-style-type: none"> Require compliance with BAAQMD requirements, including BAAQMD CEQA Guidelines.
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AIR-3c	<p>The City of Palo Alto shall update its CEQA Procedures to require that residential and other sensitive land use projects (e.g., hospitals, nursing homes, and day care centers) that are subject to CEQA and are not classified as exempt within 1,000 feet of a major sources of TACs (e.g., warehouses, industrial areas, freeways, and roadways with traffic volumes over 10,000 vehicle per day), as measured from the property line of the project to the property line of the source/edge of the nearest travel lane, shall submit a health risk assessment (HRA) to the City of Palo Alto prior to future discretionary Project approval or shall comply with best practices recommended by the BAAQMD.</p> <p>The HRA shall be prepared in accordance with policies and procedures of the State Office of Environmental Health Hazard Assessment (OEHHA) and the BAAQMD. The latest OEHHA guidelines shall be used for the analysis, including age sensitivity factors, breathing rates, and body weights appropriate for children age zero to 16 years. If the HRA exceeds the BAAQMD significance thresholds, the applicant will be required to identify and demonstrate that mitigation measures are capable of reducing potential cancer and non-cancer risks to an acceptable level (i.e., below 10 in one million or a hazard index of 1.0), including appropriate enforcement mechanisms.</p> <p>Measures and/or best practices to reduce risk may include but are not limited to:</p> <ul style="list-style-type: none"> Air intakes located away from high volume roadways and/or truck loading zones. Heating, ventilation, and air conditioning systems of the buildings provided with appropriately sized Maximum Efficiency Rating Value (MERV) filters.
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Mitigation Measure #	Mitigation Text
	Mitigation measures identified in the HRA and best practices shall be incorporated into the site development plan as a condition of approval. The air intake design and MERV filter requirements shall be noted and/or reflected on all building plans submitted to the City and shall be verified by the City.
AIR-3d	Amend the Palo Alto Municipal Code to require applicants for new ministerial projects, or new discretionary projects that are exempt from CEQA, within 1,000 feet of a major sources of TACs (e.g., warehouses, industrial areas, freeways, and roadways with traffic volumes over 10,000 vehicle per day), as measured from the property line of the project to the property line of the source/edge of the nearest travel lane, to either submit an HRA showing that BAAQMD significance thresholds would not be exceeded, or provide a filtration system capable of filtering out 90 percent of fine inhalable particulates and diesel particulate matter.
Impact AIR-4: Implementation of the proposed Plan could create or expose a substantial number of people to objectionable odors unless policies are integrated into the proposed Plan. (Significant and Mitigable)	
AIR-4	To reduce odor impacts, the proposed Plan shall include policies that address the following topic: <ul style="list-style-type: none"> ▪ Buffers and other mitigation methods to avoid human health impacts from sources of odor and/or toxic air contaminants.
Source: City of Palo Alto 2016	

BAAQMD SIGNIFICANCE THRESHOLDS

This analysis uses the Bay Area Air Quality Management District’s (BAAQMD’s) May 2017 *CEQA Air Quality Guidelines* to evaluate air quality. The plan-level thresholds specified in the May 2017 BAAQMD *CEQA Air Quality Guidelines* were used to determine whether the proposed HEU’s impacts would exceed the thresholds identified in *CEQA Guidelines* Appendix G.

CONSISTENCY WITH AIR QUALITY PLAN

Under BAAQMD’s methodology, a determination of consistency with *CEQA Guidelines* thresholds should demonstrate that a project:

1. Supports the primary goals of the 2017 Clean Air Plan
2. Includes applicable control measures from the 2017 Clean Air Plan
3. Does not disrupt or hinder implementation of any 2017 Clean Air Plan control measures

CONSTRUCTION EMISSIONS THRESHOLDS

The BAAQMD’s May 2017 *CEQA Air Quality Guidelines* have no plan-level significance thresholds for construction air pollutants emissions. However, they do include project-level screening and emissions thresholds for temporary construction-related emissions of air pollutants. These thresholds represent the levels at which a project’s individual emissions of criteria air pollutants or precursors would result in a cumulatively considerable contribution to the San Francisco Bay Area Air Basin’s (SFBAAB) existing air quality conditions and are discussed in detail below (BAAQMD 2017a). Construction emissions associated with plan implementation are discussed qualitatively to evaluate potential air quality impacts.

The BAAQMD developed screening criteria in the 2017 *CEQA Air Quality Guidelines* to provide lead agencies and project applicants with a conservative indication of whether a project could

result in potentially significant air quality impacts. The screening criteria for uses are shown in Table 7.

Table 7 BAAQMD Criteria Air Pollutant Screening Levels

Land Use Type	Operational Criteria Pollutant Screening Size (du)	Construction Criteria Pollutant Screening Size (du)
Single-family	325 (NO _x)	114 (ROG)
Apartment, low-rise	451 (ROG)	240 (ROG)
Apartment, mid-rise	494 (ROG)	240 (ROG)
Apartment, high-rise	510 (ROG)	249 (ROG)
Condo/townhouse, general	451 (ROG)	240 (ROG)
Condo/townhouse, high-rise	511 (ROG)	252 (ROG)
Mobile home park	450 (ROG)	114 (ROG)
Retirement community	487 (ROG)	114 (ROG)
Congregate care facility	657 (ROG)	240 (ROG)

du = dwelling unit; NO_x = oxides of nitrogen; ROG = reactive organic gases
Source: BAAQMD 2017a

If a project meets the screening criteria, then the lead agency or applicant would not need to perform a detailed air quality assessment of their project's air pollutant emissions. These screening levels are generally representative of new development on greenfield sites without any form of mitigation measures taken into consideration (BAAQMD 2017a).

In addition to the screening levels above, several additional factors are outlined in the 2017 *CEQA Air Quality Guidelines* that construction activities must satisfy for a project to meet the construction screening criteria:

- All basic construction measures from the 2017 *CEQA Guidelines* must be included in project design and implemented during construction
- Construction-related activities would not include any of the following:
 - Demolition
 - Simultaneous occurrence of more than two construction phases (e.g., paving and building construction would occur simultaneously)
 - Simultaneous construction of more than one land use type (e.g., project would develop residential and commercial uses on the same site) (not applicable to high density infill development)
 - Extensive material transport (e.g., greater than 10,000 cubic yards of soil import/export) requiring a considerable amount of haul truck activity

For projects that do not meet the screening criteria above, the BAAQMD construction significance thresholds for criteria air pollutants, shown in Table 8, are used to evaluate a project's potential air quality impacts.

Table 8 BAAQMD Criteria Air Pollutant Significance Thresholds

Pollutant	Construction Thresholds Average Daily Emissions (lbs/day)	Operational Threshold Average Daily Emissions (lbs/day)	Operational Threshold Maximum Annual Emissions (tons/year)
ROG	54	54	10
NO _x	54	54	10
PM ₁₀	82 (exhaust)	82	15
PM _{2.5}	54 (exhaust)	54	10
Fugitive Dust	Construction Dust Ordinance or other Best Management Practices	Not Applicable	Not Applicable

lbs = pounds; NO_x = oxides of nitrogen; ROG = reactive organic gases; PM_{2.5} = particulate matter with an aerodynamic diameter equal to or less than 2.5 microns

Source: BAAQMD 2017a

For all projects in the SFBAAB, the BAAQMD 2017 *CEQA Air Quality Guidelines* recommends implementation of the Basic Construction Mitigation Measures listed in Table 8-2 of the Guidelines (BAAQMD 2017a). For projects that exceed the thresholds in Table 8, the BAAQMD 2017 *CEQA Air Quality Guidelines* recommends implementation of the Additional Construction mitigation measures listed in Table 8-3 of the Guidelines (BAAQMD 2017a).

OPERATIONAL EMISSIONS THRESHOLDS

The BAAQMD’s 2017 *CEQA Air Quality Guidelines* contain specific operational plan-level significance thresholds for criteria air pollutants. Plans must show the following over the planning period:

- Consistency with current air quality plan control measures, and
- A proposed plan’s projected VMT or vehicle trips (either measure may be used) increase is less than or equal to the plan’s projected population increase.

The current air quality plan is the 2017 Clean Air Plan. If a plan can demonstrate consistency with both criteria, then impacts would be less than significant.

For project-level thresholds, the screening criteria for operational emissions are shown in Table 7. For projects that do not meet the screening criteria, the BAAQMD operational significance thresholds for criteria air pollutants, shown in Table 8, are used to evaluate a project’s potential air quality impacts.

CARBON MONOXIDE HOTSPOTS

BAAQMD provides a preliminary screening methodology to conservatively determine whether a proposed project would exceed carbon monoxide (CO) thresholds. If the following criteria are met, a project would result in a less than significant impact related to local CO concentrations:

1. The project is consistent with an applicable congestion management program established by the county congestion management agency for designated roads or highways, regional transportation plan, and local congestion management agency plans.

2. Project traffic would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour.
3. Project traffic would not increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, below-grade roadway).

A CO hotspot is a localized concentration of CO that is above a CO ambient air quality standard. The entire Basin is in conformance with state and federal CO standards (BAAQMD 2017c). There are no current exceedances of CO standards within the BAAQMD jurisdiction and have not had a CO exceedance in the Bay Area since before 1994.³ For 2019 the Bay Area's reported maximum 1-hour and average daily concentrations of CO were 5.6 ppm and 1.7 ppm respectively (BAAQMD 2019).⁴ These are well below the respective 1-hour and 8-hour standards of 20 ppm and 9 ppm. Given the ambient concentrations, which include mobile as well as stationary sources, a project in the Bay Area would need to emit concentrations three times the hourly maximum ambient emissions for all sources before project emissions would exceed the 1-hour standard. Additionally, the project would need to emit seven times the daily average for ambient concentrations to exceed the 8-hour standards. Typical development projects, even plan level growth, would not emit the levels of CO necessary to result in a localized hot spot.

TOXIC AIR CONTAMINANTS

For health risks associated with TAC and PM_{2.5} emissions, the BAAQMD May 2017 CEQA Air Quality Guidelines state a project would result in a significant impact if the any of the following thresholds are exceeded (BAAQMD 2017b):

- Non-compliance with Qualified Community Risk Reduction Plan;
- Increased cancer risk of > 10.0 in a million;
- Increased non-cancer risk of > 1.0 Hazard Index (Chronic or Acute); or
- Ambient PM_{2.5} increase of > 0.3 µg/m³ annual average

ODORS

The BAAQMD provides minimum distances for siting of new odor sources shown in Table 9. A significant impact would occur if the project would result in other emissions (such as odors) affecting substantial numbers of people or would site a new odor source as shown in Table 9 within the specified distances of existing receptors.

³ BAAQMD only has records for annual air quality summaries dating back to 1994.

⁴ Data for 2019 was used as the data for 2020 and 2021 are not currently available.

Table 9 BAAQMD Odor Source Thresholds

Odor Source	Minimum Distance for Less than Significant Odor Impacts (in miles)
Wastewater treatment plant	2
Wastewater pumping facilities	1
Sanitary Landfill	2
Transfer Station	1
Composting Facility	1
Petroleum Refinery	2
Asphalt Batch Plant	2
Chemical Manufacturing	2
Fiberglass Manufacturing	1
Painting/Coating Operations	1
Rendering Plant	2

Source: BAAQMD 2017a

METHODOLOGY

CONSTRUCTION EMISSIONS

Construction-related emissions are temporary but may still result in adverse air quality impacts. Construction of development facilitated by the project would generate temporary emissions from three primary sources: the operation of construction vehicles (e.g., scrapers, loaders, dump trucks, etc.); ground disturbance during site preparation and grading, which creates fugitive dust; and the application of asphalt, paint, or other oil-based substances.

At this time, there is not sufficient detail to provide analysis of individual construction projects that would be facilitated by the project, and thus it would be speculative to analyze project-level impacts. Rather, consistent with the programmatic nature of the project, construction impacts for the project are discussed qualitatively and emissions are not compared to the project-level thresholds.

OPERATION EMISSIONS

Based on plan-level guidance from the BAAQMD 2017 *CEQA Air Quality Guidelines*, long-term operational emissions associated with implementation of the proposed project are discussed qualitatively by comparing the proposed project to the 2017 Clean Air Plan goals, policies, and control measures. In addition, comparing the rate of increase of plan vehicle trips or VMT and population is recommended by BAAQMD for determining significance of criteria pollutants. If the proposed project does not meet either criterion then impacts would be potentially significant.

PROJECT-SPECIFIC IMPACT ANALYSIS

a. *Would the project conflict with or obstruct implementation of the applicable air quality plan?*

The most current clean air plan, *Spare the Air, Cool the Climate: A Blueprint for Clean Air and Climate Protection in the Bay Area* (2017 Clean Air Plan) was adopted by BAAQMD April 2017 (BAAQMD 2017b). The legal impetus for the 2017 Clean Air Plan was to update the previous 2010 Clean Air Plan to comply with State air quality planning requirements as codified in the California Health & Safety Code. The 2017 Clean Air Plan either has updated or replaced the air quality plans that were discussed in the 2017 EIR.

The California Clean Air Act requires that air districts create a Clean Air Plan that describes how the jurisdiction will meet air quality standards. To fulfill State ozone planning requirements, the 2017 Clean Air Plan control strategy includes all feasible measures to reduce emissions of ozone precursors—ROG and NO_x—and reduce transport of ozone and its precursors to neighboring air basins. The Clean Air Plan builds upon and enhances the BAAQMD's efforts to reduce emissions of fine particulate matter and TACs. The 2017 Clean Air Plan does not include control measures that apply directly to individual development projects. Instead, the control strategy includes control measures related to stationary sources, transportation, energy, buildings, agriculture, natural and working lands, waste management, water, and super-GHG pollutants.

The 2017 Clean Air Plan focuses on two paramount goals, both consistent with the mission of BAAQMD:

- Protect air quality and health at the regional and local scale by attaining all national and state air quality standards and eliminating disparities among Bay Area communities in cancer health risk from TACs; and
- Protect the climate by reducing Bay Area GHG emissions to 40 percent below 1990 levels by 2030, and 80 percent below 1990 levels by 2050

Under BAAQMD's methodology, a determination of consistency with the 2017 Plan should demonstrate that a project:

- Supports the primary goals of the air quality plan
- Includes applicable control measures from the air quality plan
- Does not disrupt or hinder implementation of any air quality plan control measures

A project that would not support the 2017 Clean Air Plan's goals would not be considered consistent with the 2017 Clean Air Plan. Table 10 shows project consistency with applicable control measures from the 2017 Clean Air Plan.

Table 10 Project Consistency with Applicable 2017 Clean Air Plan Contr

Control Measures	Consistency
Transportation	
<p>TR9: Bicycle and Pedestrian Access and Facilities. Encourage planning for bicycle and pedestrian facilities in local plans, e.g., general and specific plans, fund bike lanes, routes, paths and bicycle parking facilities.</p>	<p>Consistent: The proposed HEU would facilitate development of increased housing compared to the 2030 Comprehensive Plan within urbanized sites and in areas such as along El Camino Real, the California Avenue area, the Downtown area, near Bayshore Road, and in underutilized commercial areas. These areas are mostly near or adjacent to transportation corridors currently served by Class I, II, and III bicycle lanes such as University Avenue, Bryant Street, California Avenue, and Bayshore Road, which would encourage the use of bicycles and reduce reliance on single-occupancy vehicles. Future residents would also be able to utilize bicycle parking facilities around the city which would encourage residents to bicycle and walk to transit and services (City of Palo Alto 2012).</p>
Energy	
<p>EN2: Decrease Electricity Demand. Work with local governments to adopt additional energy-efficiency policies and programs. Support local government energy efficiency program via best practices, model ordinances, and technical support. Work with partners to develop messaging to decrease electricity demand during peak times.</p>	<p>Consistent. Development facilitated by the project would be required to comply with the PAMC Chapters 16.14 (California Green Building Standards Code) and 16.17 (California Energy Code), which mandates the implementation of the City’s sustainability and energy efficiency measures. Newly constructed buildings would be required to comply with the City’s All-Electric Mandate which requires an all-electric building design for single-family, low-rise multi-family, and non-residential development (City of Palo Alto 2022a). Although the inclusion of all-electric construction would increase electricity demand, electricity would be provided by City of Palo Alto Utilities (CPAU), which has provided 100 percent carbon neutral electricity since 2013 (City of Palo Alto 2022b).</p>
Buildings	
<p>BL1: Green Buildings. Collaborate with partners such as KyotoUSA to identify energy-related improvements and opportunities for on-site renewable energy systems in school districts; investigate funding strategies to implement upgrades. Identify barriers to effective local implementation of the CALGreen (Title 24) statewide building energy code; develop solutions to improve implementation/enforcement. Work with ABAG’s BayREN program to make additional funding available for energy-related projects in the buildings sector. Engage with additional partners to target reducing emissions from specific types of buildings.</p>	<p>Consistent: Development facilitated by the project would be required to comply with the energy and sustainability standards of Title 24 (including the California Energy Code and CALGreen) and the City’s associated amendments that are in effect at that time. For example, the current 2022 CALGreen standards require a minimum of 65 percent diversion of construction and demolition debris while the City’s Construction and Demolition Debris Diversion Ordinance (PAMC Section 16.14.260) requires a minimum of 80 percent diversion for projects with a valuation of \$25,000 or greater. Future development would be required to comply with the most recent Title 24 standards, which are updated every three years and become increasingly more stringent over time. Future development would also be subject to the Reach Code which would requires all-electric building design for single-family, low-rise multi-family, and non-residential development. Pursuant to Section 16.14.420 of the PAMC, new multi-family residences would be required to provide at least one Electric Vehicle Supply Equipment (EVSE) Ready outlet or EVSE installed for each residential unit in the structure for residential parking, and would be required to provide Conduit Only, EVSE Ready Outlet, or EVSE installed for at least 25 percent of guest parking spaces, among which at least 5 percent shall be EVSE installed. Future development facilitated by the project would be required to comply with the most updated EV requirements in both the City’s Reach Code and Title 24 at the time of construction.</p>

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Control Measures	Consistency
Water	
WR2: Support Water Conservation. Develop a list of best practices that reduce water consumption and increase on-site water recycling in new and existing buildings; incorporate into local planning guidance.	Consistent: Future development that needs new or expanded water service would be required to comply with the San Francisco Public Utilities Commission’s (SFPUC) and CALGreen’s water efficiency regulations, and the State’s Model Water Efficiency Landscape Ordinance to reduce indoor and outdoor water use.
Source: BAAQMD 2017b	

As shown in Table 10, the project would be consistent with the applicable measures as development facilitated by the project would be required to comply with the latest Title 24 regulations and would increase density along transportation corridors and in the downtown area, allowing for greater use of alternative modes of transportation. Development facilitated by the project would not contain elements that would disrupt or hinder implementation of a 2017 Clean Air Plan control measures. Therefore, the project would be consistent with the 2017 Clean Air Plan.

PROJECT VEHICLE TRIP AND POPULATION GROWTH

According to the BAAQMD 2017 *CEQA Air Quality Guidelines*, the threshold for criteria air pollutants and precursors includes an assessment of the rate of increase of either the plan VMT or vehicle trips versus population growth. As discussed above under Environmental Setting, to result in a less than significant impact, the analysis must show that either the project’s projected VMT or vehicle trip increase would be less than or equal to its projected population increase. As shown in Table 11, vehicle trips associated with project buildout would increase by approximately 16.2 percent over baseline 2015 conditions and would not exceed the rate of increase from the forecast population of approximately 24.1 percent over baseline 2015 conditions. Therefore, the project’s vehicle trip increase would not conflict with the BAAQMD’s 2017 *CEQA Air Quality Guidelines* operational plan-level significance thresholds for criteria air pollutants and would be consistent with the 2017 Clean Air Plan. Accordingly, impacts would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Although not required, the project’s VMT increase was also assessed and, at 24.4 percent, was roughly equal to the rate of increase in population.

Table 11 Increase in Population Compared to Vehicle Trips Under Project

Scenario	Baseline (2015)	2023-2031 Housing Element Update		Net Increase	Percent Change
		(Proposed Project)			
Population	69,537	86,277		16,740	24.1%
Vehicle Trips	96,097	111,636		15,539	16.2%

Source: Data provided by Hexagon Transportation Consultants, Inc. 2023

b. *Would the project violate any air quality standard or contribute substantially to a projected air quality violation?*

CONSTRUCTION

Development facilitated by the proposed HEU would involve activities that result in air pollutant emissions. Construction activities such as demolition, grading, construction worker travel, delivery and hauling of construction supplies and debris, and fuel combustion by on-site construction equipment would generate pollutant emissions. These construction activities would temporarily create emissions of dust, fumes, equipment exhaust, and other air contaminants, particularly during site preparation and grading. The extent of daily emissions, particularly ROGs and NO_x emissions, generated by construction equipment, would depend on the quantity of equipment used and the hours of operation for each project. The extent of PM_{2.5} and PM₁₀ emissions would depend upon the following factors: 1) the amount of disturbed soils; 2) the length of disturbance time; 3) whether existing structures are demolished; 4) whether excavation is involved; and 5) whether transporting excavated materials offsite is necessary. Dust emissions can lead to both nuisance and health impacts. According to the 2017 BAAQMD *CEQA Air Quality Guidelines*, PM₁₀ is the greatest pollutant of concern during construction (BAAQMD 2017a).

As discussed above under BAAQMD Significance Thresholds, BAAQMD’s 2017 *CEQA Air Quality Guidelines* have no plan-level significance thresholds for construction air pollutant emissions that would apply to the project. However, the guidelines include project-level thresholds for construction emissions. If an individual project’s construction emissions fall below the project-level thresholds, the project’s impacts on regional air quality would be individually and cumulatively less than significant. Mitigation Measure AIR-2b of the 2017 EIR would require future development that does not meet the BAAQMD construction screening criteria under Table 7 to conduct individual air quality analysis and compare emissions to BAAQMD significance thresholds as detailed under Table 8, and to implement mitigation measures to reduce emissions.

Construction of development envisioned under the project would temporarily increase air pollutant emissions, possibly creating localized areas of unhealthy air pollution concentrations or air quality nuisances. Therefore, construction air quality impacts would be potentially significant. Furthermore, site preparation and grading during construction activities facilitated by development under the proposed project may cause wind-blown dust that could contribute particulate matter into the local atmosphere. The BAAQMD has not established a quantitative threshold for fugitive dust emissions but rather states that projects that incorporate best management practices (BMPs) for fugitive dust control during construction would have a less-than-significant impact related to fugitive dust emissions. The BAAQMD has identified feasible fugitive dust control measures for construction activities. These Basic Construction Mitigation Measures are recommended for all projects (BAAQMD 2017a). In addition, the BAAQMD and CARB have regulations that address the handling of hazardous air pollutants such as lead and asbestos, which could be aerielly disbursed during demolition activities. BAAQMD rules and regulations address both the handling and transport of these contaminants. Mitigation

Measure AIR-2a of the 2017 EIR would require future development to comply with BAAQMD Basic Construction Mitigation Measures to reduce fugitive dust emissions. However, as discussed in the 2017 EIR, construction impacts would still remain significant and unavoidable due to the programmatic nature of the project, similar to the 2030 Comprehensive Plan as analyzed in the 2017 EIR. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

OPERATION

According to the BAAQMD 2017 *CEQA Air Quality Guidelines*, the threshold for criteria air pollutants and precursors includes an assessment of the rate of increase of plan VMT or vehicle trips versus population growth. As discussed above under Environmental Setting, to result in a less than significant impact, the analysis must show that the project's projected VMT or vehicle trips increase would be less than or equal to its projected population increase. Table 11 under Checklist Question (a) summarizes the net increase in population versus vehicle trips based on modeling performed by Hexagon Transportation Consultants, Inc. Because the vehicle trips associated with project buildout would increase by approximately 16.2 percent over baseline 2015 conditions, it would not exceed the rate of increase from the forecast population growth of approximately 24.1 percent over baseline 2015 conditions. Vehicle trips increase at a lower percentage because the proposed project would concentrate increased residential units in proximity to jobs and services to reduce singular vehicle trips and encourage alternative models of travel. Therefore, impacts concerning criteria pollutants generated from operation of the project would be less than significant and would be generally the same as for the 2030 Comprehensive Plan as analyzed in the 2017 EIR.

Future development would continue to be required to implement policies N-5.1, N-5.5, T-1.9, and L-2.2 of the 2030 Comprehensive Plan, adopted in compliance with mitigation measures AIR-2c and 2d of the 2017 EIR, which would require compliance with BAAQMD requirements and support for alternative modes of transportation. However, as analyzed in the 2017 EIR, Scenario 6 would cumulatively contribute to the nonattainment designations (ozone, PM₁₀, and PM_{2.5}) of the Basin and would have a significant and unavoidable impact by contributing to the regional air quality problem. Therefore, since the proposed HEU would increase the number of residential units by 665 units compared to Scenario 6, operational impacts for the proposed HEU would be slightly increased compared to those identified in the 2017 EIR and would remain significant and unavoidable. However, similar to the 2017 EIR, development facilitated by the proposed HEU would place residents in urbanized areas in proximity to services, jobs, and transit, which would reduce VMT by reducing reliance on single-occupancy vehicles. Additionally, the prohibition of natural gas and inclusion of all-electric new construction would reduce the amount of criteria air pollutants, and the required inclusion of EVSE in new multi-family dwelling units would also further reduce emissions due to increased vehicle efficiency. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

c. *Would the project result in a cumulatively considerable net increase of air quality impacts for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?*

CARBON MONOXIDE HOTSPOTS

As discussed above under BAAQMD Significance Thresholds, typical development projects, even plan level growth, would not emit the levels of CO necessary to result in a localized hotspot. Therefore, CO hotspots are not discussed further in this analysis. Impacts to CO hotspots would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

TOXIC AIR CONTAMINANTS

CONSTRUCTION

Construction-related activities would result in short-term emissions of diesel particulate matter (DPM) exhaust emissions from off-road, heavy-duty diesel equipment for site preparation (e.g., excavation, grading, and clearing), building construction, and other miscellaneous activities. DPM was identified as a TAC by CARB in 1998. The potential cancer risk from the inhalation of DPM, as discussed below, outweighs the potential non-cancer⁵ health impacts (CARB 2021).

Generation of DPM from construction typically occurs in a single area for a short period. Construction of development facilitated by the project would occur over approximately a decade, but use of diesel-powered construction equipment in any one area would likely occur for no more than a few years for an individual project and would cease when construction is completed in that area. It is impossible to quantify risk without identified specific project details, timelines, and locations.

Projects developed under the proposed HEU would be required to comply with applicable BAAQMD regulatory requirements and control strategies and the CARB In-Use Off-Road Diesel Vehicle Regulation, which are intended to reduce emissions from construction equipment and activities. Additionally, future development facilitated by the proposed HEU would be required to comply with Mitigation Measure AQ-2a of the 2017 EIR, requiring implementation of construction emission measures that would reduce construction-related TACs. According to the OEHHA, construction of individual projects lasting longer than two months or placed within 1,000 feet of sensitive receptors could potentially expose nearby sensitive receptors to substantial pollutant concentrations and therefore could result in potentially significant risk impacts (OEHHA 2015). These projects could exceed BAAQMD's thresholds of an increased cancer risk of greater than 10.0 in a million and an increased non-cancer risk of greater than 1.0 Hazard Index (Chronic or Acute). Therefore, construction impacts from TAC emissions would be

⁵ Non-cancer risks include premature death, hospitalizations and emergency department visits for exacerbated chronic heart and lung disease, including asthma, increased respiratory symptoms, and decreased lung function (CARB 2021a).

potentially significant. However, future development would be required to implement Mitigation Measure AIR-3a of the 2017 EIR, which outlines requirements for the preparation of health risk assessments (HRA) and the inclusion of best practices, as well as Policy N-5.6 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measure AIR-3b of the 2017 EIR, which would ensure compliance with BAAQMD requirements. Therefore, this impact would be less than significant with mitigation, and would be generally the same as for the 2030 Comprehensive Plan as analyzed in the 2017 EIR. There would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, and further analysis is not warranted.

OPERATION

In the Bay Area, there are several urban or industrialized communities where the exposure to TACs is relatively high in comparison to others. The City of Palo Alto is not located in an impacted community according to BAAQMD *CEQA Guidelines*. Sources of TACs include, but are not limited to, land uses such as freeways and high-volume roadways, truck distribution centers, ports, rail yards, refineries, chrome plating facilities, dry cleaners using perchloroethylene, and gasoline dispensing facilities (BAAQMD 2017a). Operation of development facilitated by the project would not involve these uses, and therefore, would not be considered a source of TACs. In addition, residences do not typically include new stationary sources onsite, such as emergency diesel generators. However, if a residential project did include a new stationary source onsite, it would be subject to BAAQMD Regulation 2, Rule 2 (New Source Review) and require permitting. This process would ensure that the stationary source does not exceed applicable BAAQMD health risk thresholds. Development facilitated by the project would be required to comply with the residential indoor air quality requirements in the Title 24 Building Energy Efficiency Standards, which currently require Minimum Efficiency Reporting Value 13 (or equivalent) filters for heating/cooling systems and ventilation systems in residences (Section 150.0[m]). Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. There would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, and further analysis is not warranted.

PROJECT SITING

Development facilitated by the project would occur under the jurisdiction of BAAQMD. CARB screening methodology for project siting is used in this analysis. In 2005, CARB issued recommendations to avoid siting new residences within 500 feet of a freeway, urban roads with 100,000 vehicles/day, or rural roads with 50,000 vehicles/day or close to known stationary TAC sources (CARB 2005). BAAQMD's average daily traffic (ADT) threshold is lower, at 10,000 vehicles per day (BAAQMD 2017a).

Development facilitated by the project could place sensitive receptors living in housing within approximately 500 to 1,000 feet of roadways with more than 10,000 annual average daily traffic (AADT), and highways or freeways. Examples of roadways with over 10,000 vehicles per day include US 101, SR 82/El Camino Real, I-280, Middlefield Road, Alma Street, Foothill Expressway/Junipero Serra Boulevard, University Avenue, Embarcadero Road, Oregon

Expressway/Page Mill Road, Charleston Road/ Arastradero Road, and San A addition, portions of Lytton Avenue, Manhattan Avenue, Arboretum Road, Quarry Road, Pasteur Drive, California Avenue, Fabian Way, and California Street are also identified as high-volume roadways (City of Palo Alto 2017a). Additionally, development facilitated by the project could also place sensitive receptors living in housing in proximity to stationary sources of TACs such as dry cleaners and gasoline-dispensing facilities. The proposed project would facilitate increased housing compared to the 2017 EIR which could potentially expose an increased number of residents to sources of TACs and PM_{2.5}. However, future development would be required to comply with mitigation measures AIR-3c and 3d identified in the 2017 EIR, which would require the preparation of HRAs for residential and sensitive land use projects or new ministerial projects located within 1,000 feet of a major source of TAC. Therefore, this impact would be less than significant with mitigation, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because here would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

d. Would the project expose sensitive receptors to substantial pollutant concentrations?

During construction activities, heavy equipment and vehicles would emit odors associated with vehicle and engine exhaust both during normal use and when idling. However, these odors would be temporary and transitory and would cease upon completion. Therefore, development facilitated by the project would not generate objectionable odors affecting a substantial number of people.

BAAQMD includes odor screening distances for land uses with the potential to generate substantial odor complaints. Those uses include wastewater treatment plants, landfills or transfer stations, refineries, composting facilities, confined animal facilities, food manufacturing, smelting plants, and chemical plants. The proposed HEU includes residential uses which do not typically generate odors. The 2017 EIR included mitigation to address impacts associated with placing new residential uses in proximity to odor sources. Although the proposed project would increase the number of residential units compared to the 2017 EIR, future development would be required to comply with Policy N-5.4 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measure AIR-4 of the 2017 EIR, which would reduce the potential for residents to be exposed to odors through buffers and other mitigation methods. Therefore, this impact would be less than significant with mitigation and would be generally the same as for the 2030 Comprehensive Plan as analyzed in the 2017 EIR. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2030 Comprehensive Plan, future development would continue to implement Mitigation Measures 2a and 2b, 3a and 3c, as well as policies adopted in compliance with Mitigation Measures AIR-2c and 2d, 3b, and 4, which would reduce air quality impacts to a

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less than significant level. However, similar to the 2017 EIR, the proposed project cumulatively contribute to the nonattainment designations (ozone, PM₁₀, and PM_{2.5}) of the Basin and would have a significant and unavoidable impact by contributing to the regional air quality problem. Therefore, the project would not result in new or substantially more severe significant effects not addressed in the prior EIR, and no new mitigation measures are warranted, but impacts would remain significant and unavoidable. This issue **does not require further study in an EIR.**

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4 Biological Resources

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?	
Would the project:						
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	EIR Pages 4.3-6 through 4.3-8	No	No	No	Yes
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	EIR Pages 4.3-8 through 4.3-9	No	No	No	N/A
c.	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	EIR Pages 4.3-8 through 4.3-9	No	No	No	N/A
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	EIR Page 4.3-9	No	No	No	Yes

**IMPACT ANALYSIS
BIOLOGICAL RESOURCES**

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	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Do Information Result in New or Substantially More Severe Impacts?	EIR Mitigation Measures Address and/or Resolve Impacts?	
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	EIR Pages 4.3-10 through 4.3-12	No	No	No	Yes
f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	EIR Page 4.3-12 through 4.3-13; 4.9-15 through 4.9-16	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.3, *Biological Resources*, of the 2017 EIR found that the 2030 Comprehensive Plan would not have a substantial adverse effect on special-status species; riparian habitats; sensitive natural communities identified in local or regional plans, policies, or regulations; federally protected wetlands; or the movement of any native resident or migratory fish or wildlife species. Additionally, the 2030 Comprehensive Plan would not conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy, or an adopted Habitat Conservation Plan or Natural Community Conservation Plan.

PROJECT-SPECIFIC IMPACTS

a. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as candidate, sensitive, or special status in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

The proposed HEU would substantially affect special-status species if it would allow development that would remove their habitat such as wetlands or riparian vegetation along non-channelized creeks. Although the proposed HEU would facilitate 665 more residential units compared to what was analyzed in the 2017 EIR, the proposed HEU would only increase residential density on non-vacant and underutilized sites in urbanized areas of the city generally away from open space preserves and non-channelized creeks and would not directly or indirectly impact the habitat of special-status species. Additionally, implementation of the proposed HEU would involve disturbance in the same areas as analyzed in the 2017 EIR (citywide) and the citywide conditions have not substantially changed since the time of the EIR. Therefore, this impact would be less than significant, and would be generally the same as the

impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- b. *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- c. *Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

Similar to what was analyzed in the 2017 EIR, the proposed HEU does not propose development of open space areas, creeks, or wetlands that would result in impacts to these resources. The proposed HEU would only increase density on non-vacant and underutilized sites in urbanized areas of the city. Riparian resources are protected by the City's tree preservation and management regulations, the Urban Forest Master Plan, and California Fish and Game Code. Future projects that affect the bed, bank, or channel of a creek or stream where riparian vegetation is located would require authorization to do so. Wetlands are protected by the federal Clean Water Act, and impacts to wetlands as a result of future development facilitated by the proposed HEU would require a permit from the United States Army Corps of Engineers (USACE) and the Regional Water Quality Control Board (RWQCB). In addition, implementation of the proposed HEU would involve disturbance in the same areas as analyzed in the 2017 EIR (citywide) and the citywide conditions have not substantially changed since the time of the EIR. Therefore, although the proposed HEU would increase the number of residential units by 665 units compared to what was analyzed in the 2017 EIR, with compliance with existing federal, State, and local regulations, impacts would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive. Because there would be no new or substantially more severe impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- d. *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

Although the proposed HEU would increase the number of residential units by 665 units compared to what was analyzed in the 2017 EIR, it would facilitate development only on non-vacant and underutilized sites in urbanized areas of the city and would not block or remove wildlife corridors or interfere with fish or wildlife migration or rearing sites. The proposed HEU does not envision development in open space areas or within the Baylands area of Palo Alto. Future projects requiring discretionary approval and with the potential to affect wildlife corridors in Palo Alto would be assessed and mitigated during project-specific review under the California Environmental Quality Act (CEQA). In addition, future projects that impact creek bed, bank, or channel would require authorization from federal and State agencies, including the USACE, United States Fish and Wildlife Service (USFWS), National Oceanic and Atmospheric Administration (NOAA) Fisheries, California Department of Fish and Wildlife (CDFW), and

RWQCB, as applicable (City of Palo Alto 2017a). Implementation of the project also involve disturbance in the same areas as analyzed in the 2017 EIR (citywide) and the citywide conditions have not substantially changed since the time of the EIR. Therefore, this impact would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10)?

Although the proposed HEU does not explicitly propose the removal of trees, development facilitated under the proposed HEU could result in the removal of existing trees on private or public properties. Although the proposed HEU would increase the number of residential units by 665 units compared to buildout assumed in the 2017 EIR, future development would be required to comply with the City's Urban Forest Master Plan; Street Tree Management Plan; Line Clearing Program; Right Tree, Right Place Program; Tree Protection Ordinance Update adopted on June 6, 2022; and Chapter 8.10 of the PAMC which outlines requirements for tree and landscape preservation and management. Therefore, this impact would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

As discussed in the 2017 EIR, although Palo Alto is not in the Santa Clara Valley Habitat Conservation Plan (HCP)/Natural Community Conservation Plan (NCCP), lands in the Baylands area of Palo Alto have been identified in the Santa Clara Valley HCP/NCCP as suitable mitigation lands for impacts to the western burrowing owl caused by development in the Santa Clara Valley HCP/NCCP Plan Area. Additionally, the Stanford HCP identifies four management zones according to habitat value for Covered Species. However, the proposed HEU does not include housing sites within the Baylands area of Palo Alto or within the Stanford HCP limits. The proposed HEU would also facilitate development on non-vacant and underutilized sites in urbanized areas where species are not present. Therefore, the proposed HEU would not conflict with the Santa Clara Valley HCP/NCCP or the Stanford HCP. This impact would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

Item 7
 Attachment B - Draft
 Addendum to the 2017
 Palo Alto Comprehensive
 Plan Environmental
 Impact Report

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would be required to comply with federal, State, and local regulations pertaining to biological resources which would reduce impacts to a less than significant level. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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5 Cultural Resources

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
Would the project:					
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	EIR Pages 4.4-2 through 4.4-6	No	No	No	Yes
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	EIR Pages 4.4-7 through 4.4-9	No	No	No	Yes
c. Disturb any human remains, including those interred outside of formal cemeteries?	EIR Pages 4.4-9 through 4.4-10	No	No	No	Yes

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.4, *Cultural Resources*, of the 2017 EIR analyzes the 2030 Comprehensive Plan’s impacts related to cultural resources. The 2017 EIR found that the 2030 Comprehensive Plan could adversely affect a historic resource listed or eligible for listing on the National and/or California Register, or listed on the City’s Historic Inventory, since the City’s historical resource inventory is out of date, and the City’s ordinance does not explicitly prohibit demolition of historic resources. Therefore, mitigation measure CULT-1 was required and was found to reduce impacts to a less than significant level.

The 2017 EIR also found that the 2030 Comprehensive Plan could eliminate important examples of major periods of California history or prehistory since it could result in the demolition or modification of an historical resource; permittance of inappropriate new construction adjacent to an historical resource; or result in the demolition, relocation, or alteration of an archaeological or paleontological resource. Therefore, mitigation measure CULT-2 was required and was found to reduce impacts to a less than significant level.

The 2017 EIR also found that buildout in accordance with the 2030 Comprehensive Plan could cause damage to an important archaeological resource as defined in Section 15064.5 of the CEQA Guidelines without mitigation to address unknown resources that could be uncovered. Mitigation Measure CULT-3 was required and was found to reduce impacts to a less than significant level.

The 2017 EIR found that the 2030 Comprehensive Plan would not disturb any human remains, including those interred outside of formal cemeteries.

Table 12 lists the mitigation measures from the 2017 EIR related to cultural resources.

Table 12 2017 EIR Mitigation Measures: Cultural Resources

Mitigation Measure #	Mitigation Text
Impact CULT-1: Implementation of the proposed Plan could adversely affect a historic resource listed or eligible for listing on the National and/or California Register, or listed on the City’s Historic Inventory. (Significant and Mitigable)	
CULT-1	To ensure the protection of historic resources listed on the National and/or California Register or the City’s Historic Resource Inventory, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> ▪ The effectiveness of the Historic Preservation Ordinance in preserving historic resources. Periodic updates to and maintenance of the City’s Historic Resource Inventory. ▪ Process for including potential historic resources in the City’s Historic Resources Inventory. ▪ Protection of archaeological resources.
Impact CULT-2: Implementation of the proposed Plan could eliminate important examples of major periods of California history or prehistory. (Significant and Mitigable)	
CULT-2	<ul style="list-style-type: none"> ▪ Implement Mitigation Measure CULT-1.
Impact CULT-3: Implementation of the proposed Plan could cause damage to an important archaeological resource as defined in Section 15064.5 of the CEQA Guidelines. (Significant and Mitigable)	
CULT-3	Implement Mitigation Measure CULT-1. In addition, to ensure that future development would not damage archaeological resources, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> ▪ Archaeological surveys and mitigation plans for future development projects. ▪ Developer compliance with applicable regulations regarding the identification and protection of archaeological and paleontological deposits. ▪ Adequate tribal consultation and consideration of tribal concerns.

Source: City of Palo Alto 2016

PROJECT-SPECIFIC IMPACTS

a. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

As discussed in the 2017 EIR, there are over 850 structures/sites in Palo Alto that are identified as historical resources, including four districts (Green Gables, Greenmeadow Units 1 and 2, Professorville, and Ramona Street). The proposed HEU includes sites in the Professorville district and the Ramona Street District, as well as along University Avenue, a historic thoroughfare as described in the 2017 EIR. However, disturbance would occur in the same areas as analyzed in the 2017 EIR (citywide) and the citywide conditions have not substantially changed since the time of the EIR. The proposed HEU does not propose any specific development. It envisions development including the proposed rezoning of sites for the potential development of additional housing units to meet the City’s RHNA needs on parcels that may contain buildings that meet the age threshold for potential historical resources pursuant to CEQA. Development on these parcels could be proposed by a property owner or project applicant with or without the City’s adoption of the HEU; still, development associated with the proposed HEU, similar to development under the 2030 Comprehensive Plan on the same sites, could result in the material impairment of historical resources, which *CEQA Guidelines* Section 15064.5(b)(2)(A) defines as the demolition or alteration in an adverse manner of those characteristics of a historical resource that convey its historical significance

and that justify its inclusion in, or eligibility for inclusion in, the CRHR or a local historic resource inventory. Future development requiring discretionary approval would be subject to separate project-level CEQA review in order to identify potential impacts to a specific historical resource and incorporate mitigation measures as needed, including City Council consideration of the potential benefits of the proposed project and potential significant, unavoidable impacts. Modifications to Inventory resources Downtown and in Professorville historic districts would be subject to PAMC Chapter 16.49. Future development would also be required to implement policies L-7.1 and L-7.15 of the 2030 Comprehensive Plan EIR, adopted in compliance with Mitigation Measure CULT-1 of the 2017 EIR, which would ensure the protection of historic resources listed on the National and/or California Register or the City's Historic Resource Inventory, as well as applicable federal, State, and local laws. Therefore, impacts would be less than significant with mitigation, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, and further analysis is not warranted.

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Similar to what was assumed in the 2017 EIR, although development under the proposed HEU would occur on non-vacant and underutilized sites in previously disturbed areas, ground-disturbing activities such as earthmoving and excavation could still potentially damage and/or destroy unrecorded archaeological resources in subsurface soils within the housing sites. Implementation of the proposed HEU would involve disturbance in the same areas as analyzed in the 2017 EIR (citywide) and the citywide conditions have not substantially changed since the time of the EIR. Further, future development requiring discretionary approval would be subject to separate project-level CEQA review in order to identify potential impacts to archaeological resources and incorporate mitigation measures as needed. Future development would also be required to implement policies L-7.16 through 7.18 of the 2030 Comprehensive Plan EIR, adopted in compliance with Mitigation Measure CULT-3 of the 2017 EIR, which would ensure the protection of archaeological, paleontological, and tribal cultural resources. Therefore, impacts would be less than significant with mitigation, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

Similar to what was assumed in the 2017 EIR, although development under the proposed HEU would occur on non-vacant and underutilized sites in previously disturbed areas, ground-disturbing activities such as earthmoving and excavation could still potentially disturb human remains. However, implementation of the proposed HEU would involve disturbance in the same areas as analyzed in the 2017 EIR (citywide) and the citywide conditions have not substantially changed since the time of the EIR. Future development would be subject to federal and State regulations, such as the California Health and Safety Code Section 7050.5,

Public Resources Code Section 5097.98, and the California Code of Regulations 15064.5(e) (CEQA), which state the mandated procedures of conduct following the discovery of human remains. Therefore, compliance with the mandatory regulatory procedures would ensure that potential impacts related to the potential discovery or disturbance of any human remains accidentally unearthed during construction activities would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, development would occur in the same areas as those analyzed in the 2017 EIR. Further, future development would be required to comply with federal, State, and local regulations pertaining to cultural resources as well as policies adopted in compliance with Mitigation Measures CULT-1 and CULT-3 from the 2017 EIR, which would reduce impacts to a less than significant level. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

6 Energy

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
Would the project:					
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	EIR Pages 4.14-33 through 4.14-38	No	No	No	N/A
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	EIR Pages 4.14-33 through 4.14-38	No	No	No	Yes

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.14, *Utilities and Service Systems*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to energy. At the time the 2017 EIR was prepared, there were no separate adopted thresholds for energy use under CEQA, although Guidelines Section 15126.4 required that an “EIR shall describe feasible mitigation measures which could minimize significant adverse impacts, including where relevant, inefficient and unnecessary consumption of energy,” and Appendix F provided criteria for consideration of energy conservation. Checklist questions (a) and (b) in this section are now included in CEQA Guidelines Appendix G. Lead agencies that use Appendix G as a basis for environmental analysis, including the City of Palo Alto, now consider energy impacts more explicitly during the initial study of a project. Changes to the CEQA thresholds subsequent to certification of an EIR do not in themselves constitute a substantial change or new information of substantial importance that requires major revisions to the EIR unless new significant impacts or a substantial increase in the severity of a significant impact would occur.

The 2017 EIR concluded that the 2030 Comprehensive Plan would not substantially increase electrical or natural gas demands to the extent that new local electrical and natural gas supply facilities would be required. Additionally, future development would be required to comply with the California Building Standards Code, Chapters 16.14 and 16.17 of the PAMC, and utilize modern appliances and equipment, in accordance with the 2012 Appliance Efficiency Regulations, which would conserve energy. Nonetheless, mitigation measure UTIL-17 would be required to reduce impacts to a less than significant level.

Table 13 lists the mitigation measures from the 2017 EIR related to energy.

Table 13 2017 EIR Mitigation Measures: Energy

Mitigation Measure #	Mitigation Text
<p>Impact UTIL-17: The proposed Plan would not result in a substantial increase in natural gas and electrical service demands that would require the new construction of energy supply facilities and distribution infrastructure or capacity enhancing alterations to existing facilities. However, without the adoption of policies in support of energy efficiency and conservation, the proposed Plan would result in a potentially significant impact, requiring mitigation. (Potentially Significant and Mitigable)</p>	
UTIL-17	<p>To ensure that future development would maximize energy efficiency and conservation the proposed Plan shall include policies that address the following topics:</p> <ul style="list-style-type: none"> ▪ Maximized conservation and efficient use of energy. ▪ Continued procurement of carbon-neutral energy. ▪ Investment in cost-effective energy efficiency and energy conservation programs. ▪ Provision of public education programs addressing energy conservation and efficiency. ▪ Use of cost-effective energy conservation measures in City projects and practices. ▪ Adherence to State and federal energy efficiency standards and policies. ▪ Consideration of a transition to a carbon-neutral natural gas supply.

Source: City of Palo Alto 2016

PROJECT-SPECIFIC IMPACT ANALYSIS

a. *Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?*

Energy consumption is directly related to environmental quality in that the consumption of nonrenewable energy resources releases criteria air pollutant and GHG emissions into the atmosphere. The environmental impacts of air pollutant and GHG emissions associated with the project’s energy consumption are discussed in detail in Section 3, *Air Quality*, and Section 8, *Greenhouse Gas Emissions*, respectively.

Palo Alto demonstrates its commitment to energy efficiency and renewable energy via implementation of CALGreen and State-mandated Energy Efficiency Requirements for new development and retrofits. The proposed HEU would facilitate development of projects to encourage housing on non-vacant and underutilized sites in urbanized areas. When proposed, individual projects would be required, pursuant to the requirements of CALGreen, to comply with the zero-net energy requirements, where new development combines energy efficiency and renewable energy generation to consume only as much energy as can be produced on-site through renewable resources over a specified period. However, development under the proposed HEU would consume energy during construction and operation, using petroleum fuel, natural gas, and electricity, as discussed below.

CONSTRUCTION

Energy use during construction associated with future development under the proposed HEU would be in the form of fuel consumption (e.g., gasoline and diesel fuel) to operate heavy equipment, light-duty vehicles, machinery, and generators for lighting. Temporary grid power

may also be provided to construction trailers or electric construction equipment during the construction of individual projects would be temporary in nature, and equipment used would be typical of construction projects in the region. Construction contractors would be required to demonstrate compliance with applicable CARB regulations that restrict the idling of heavy-duty diesel motor vehicles and govern the accelerated retrofitting, repowering, or replacement of heavy-duty diesel on- and off-road equipment. Construction activities associated with reasonably foreseeable development under the proposed HEU would be required to utilize fuel-efficient equipment consistent with federal and State regulations and would comply with State measures to reduce the inefficient, wasteful, or unnecessary consumption of energy. In addition, individual projects would be required to comply with construction waste management practices to divert at least 80 percent of construction and demolition debris pursuant to PAMC Section 16.14.260. These practices would result in efficient use of energy during construction of future development under the proposed HEU. Furthermore, in the interest of both environmental awareness and cost efficiency, construction contractors would not utilize fuel in a manner that is wasteful or unnecessary. Therefore, future construction activities associated with development under the proposed HEU would not result in potentially significant environmental effects due to the wasteful, inefficient, or unnecessary consumption of energy, and impacts would be less than significant.

OPERATIONAL

Long-term operation of future development under the proposed HEU would require permanent grid connections for electricity to power internal and exterior building lighting, and heating and cooling systems. Electricity in Palo Alto is supplied by the City of Palo Alto Utilities (CPAU). As discussed in the 2017 EIR, forecasting and planning by the CPAU will be able to accommodate expected net annual average increase in electrical service demand of less than one percent with the implementation of policies N-7.1 and N-7.4 of the 2030 Comprehensive Plan EIR, adopted in compliance with Mitigation Measure UTIL-17. Although the proposed HEU would facilitate the development of 665 more residential units, CPAU's 10-year electric savings increased from 4.8 percent between 2014 and 2023 to 5.7 percent between 2018 and 2027 showing increased energy efficiency. Additionally, future development would be required to comply with the City's most updated Reach Code and All-Electric Mandate which requires all-electric building design for single-family, low-rise multi-family, and non-residential development (City of Palo Alto 2022a). This would increase demand for electricity but would decrease demand for natural gas. Electricity provided by CPAU is 100 percent carbon neutral (City of Palo Alto 2022b).

Development facilitated by the proposed HEU would be subject to the energy conservation requirements of the California Energy Code (Title 24, Part 6 of the California Code of Regulations, California's Energy Efficiency Standards for Residential and Nonresidential Buildings), the California Green Building Standards Code (CALGreen, Title 24, Part 11 of the California Code of Regulations). The California Energy Code provides energy conservation standards for all new and renovated commercial and residential buildings constructed in California. This code applies to the building envelope, space-conditioning systems, and water-heating and lighting systems of buildings and appliances and provides guidance on construction techniques to maximize energy conservation. Minimum efficiency standards are given for a

variety of building elements, including appliances; water and space heating equipment; and insulation for doors, pipes, walls, and ceilings. The code emphasizes saving energy at peak periods and seasons and improving the quality of installation of energy efficiency measures. Furthermore, future development would be required to comply with the PAMC Chapter 16.17, which mandates the implementation of the Building Energy Efficiency Standards (California Code of Regulations, Title 24, Part 6). Compliance would include complying with the most updated rooftop solar requirements at the time of construction. CALGreen sets targets for energy efficiency, water consumption, dual plumbing systems for potable and recyclable water, diversion of construction waste from landfills, and use of environmentally sensitive materials in construction and design, including ecofriendly flooring, carpeting, paint, coatings, thermal insulation, and acoustical wall and ceiling panels. These standards for new buildings are designed for energy efficient performance, using clean electricity, so that the buildings do not result in wasteful, inefficient, or unnecessary consumption of energy.

The housing inventory sites are located within the city's urbanized and underutilized sites. These areas are near or adjacent to transportation corridors as well as Class I, II, and III bicycle lanes, which would reduce trip distances and encourage the use of alternative modes of transportation such as bicycling and walking, thereby reducing fuel consumption. These factors would minimize the potential of the proposed project to result in the wasteful or unnecessary consumption of vehicle fuels.

Future development would also be required to continue to implement policies N-7.1 and N-7.4 of the 2030 Comprehensive Plan EIR, adopted in compliance with Mitigation Measure UTIL-17 to reduce energy impacts to a less than significant level. As a result, operation of development projects under the proposed HEU would not result in potentially significant environmental effects due to the wasteful, inefficient, or unnecessary consumption of energy, and impacts would be less than significant with mitigation, and generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Several State plans as well as the City's adopted 2030 Comprehensive Plan include energy conservation and energy efficiency strategies intended to enable the State and the city to achieve GHG reduction and energy conservation goals. A full discussion of the proposed project's consistency with GHG reduction plans is included in Section 8, *Greenhouse Gas Emissions*. As shown in Table 14, the project would be consistent with applicable State renewable energy and energy efficiency plans.

Table 14 Consistency with State Renewable Energy and Energy Efficiency

Renewable Energy or Energy Efficiency Plan	Proposed Project Consistency
<p>Assembly Bill 2076: Reducing Dependence on Petroleum. Pursuant to AB 2076, the CEC and CARB prepared and adopted a joint-agency report, Reducing California’s Petroleum Dependence, in 2003. Included in this report are recommendations to increase the use of alternative fuels to 20 percent of on-road transportation fuel use by 2020 and 30 percent by 2030, significantly increase the efficiency of motor vehicles, and reduce per capita VMT. One of the performance-based goals of AB 2076 is to reduce petroleum demand to 15 percent below 2003 demand.</p>	<p>Consistent. Many of the proposed housing inventory sites located in areas served by transit, are in proximity to jobs and services, or are near or adjacent to corridors currently served by Class I, II, and III bicycle lanes such as University Avenue, Bryant Street, California Avenue, and Bayshore Road. This which would encourage the use of alternative modes of transportation such as walking, transit, and bicycling, thereby reducing VMT and reducing reliance on single-occupancy vehicles. Further, future development under the proposed HEU would be subject to the requirements of the most recent iteration of CALGreen and locally adopted amendments, which include provisions for electric vehicle charging infrastructure, reducing dependence on gasoline powered vehicles.</p>
<p>2019 Integrated Energy Policy Report. The 2019 report highlights the implementation of California’s innovative policies and the role they have played in establishing a clean energy economy, as well as provides more detail on several key energy policies, including decarbonizing buildings, increasing energy efficiency savings, and integrating more renewable energy into the electricity system.</p>	<p>Consistent. Development facilitated by the project would be required to comply with PAMC Chapter 16.17, which mandates the implementation of Title 24. Compliance would include complying with the most updated rooftop solar requirements at the time of construction. Future development would also be required to comply with the City’s most updated Reach Code and All-Electric Mandate which requires all-electric building design for single-family, low-rise multi-family, and non-residential development (City of Palo Alto 2022a). Electricity would be provided by CPAU, which has provided 100 percent carbon neutral electricity since 2013 (City of Palo Alto 2022b).</p>
<p>California Renewable Portfolio Standard. California’s RPS obligates investor-owned utilities, energy service providers, and community choice aggregators to procure 33 percent total retail sales of electricity from renewable energy sources by 2020, 60 percent by 2030, and 100 percent by 2045.</p>	<p>Consistent. Electricity for future development would be provided by CPAU which has provided 100 percent carbon neutral electricity since 2013 (City of Palo Alto 2022b).</p>
<p>Energy Action Plan. In the October 2005, the CEC and CPUC updated their energy policy vision by adding some important dimensions to the policy areas included in the original EAP, such as the emerging importance of climate change, transportation-related energy issues, and research and development activities. The CEC adopted an update to the EAP II in February 2008 that supplements the earlier EAPs and examines the State’s ongoing actions in the context of global climate change. The nine major action areas in the EAP include energy efficiency, demand response, renewable energy, electricity adequacy/reliability/infrastructure, electricity market structure, natural gas supply/demand/infrastructure, transportation fuels supply/demand/infrastructure, research/development/demonstration, and climate change.</p>	<p>Consistent. Future development facilitated by the proposed project would be required to be constructed in accordance with the latest iteration of CALGreen, the California Energy Code, and any locally adopted amendments, which include requirements for the use of energy-efficient design and technologies as well as provisions for incorporating renewable energy resources into building design. Electricity for future development would be provided by CPAU which has provided 100 percent carbon neutral electricity since 2013 (City of Palo Alto 2022b). Given these features, the project would facilitate implementation of the nine major action areas in the EAP.</p>

Renewable Energy or Energy Efficiency Plan	Proposed Project Consistency
<p>AB 1007: State Alternative Fuels Plans. The State Alternative Fuels Plan assessed various alternative fuels and developed fuel portfolios to meet California’s goals to reduce petroleum consumption, increase alternative fuels use, reduce GHG emissions, and increase in-State production of biofuels without causing a significant degradation of public health and environmental quality. Bioenergy Action Plan, EO S-06-06. The EO establishes the following targets to increase the production and use of bioenergy, including ethanol and biodiesel fuels made from renewable resources: produce a minimum of 20 percent of its biofuels in California by 2010, 40 percent by 2020, and 75 percent by 2050.</p>	<p>Consistent. The project would not interfere with or obstruct the production of biofuels in California. Vehicles used by future residents would be fueled by gasoline and diesel fuels blended with ethanol and biodiesel fuels as required by CARB regulations. Pursuant to Section 16.14.420 of the PAMC, new multi-family residences would be required to provide at least one EVSE Ready outlet or EVSE installed for each residential unit in the structure for residential parking, and would be required to provide Conduit Only, EVSE Ready Outlet, or EVSE installed for at least 25 percent of guest parking spaces, among which at least 5 percent shall be EVSE installed. Future development facilitated by the project would be required to comply with the most updated EV requirements in both the City’s Reach Code and Title 24 at the time of construction.</p>
<p>Title 24, CCR – Part 6 (Building Energy Efficiency Standards) and Part 11 (CALGreen). The 2019 Building Energy Efficiency Standards move toward cutting energy use in new homes by more than 50 percent and will require installation of solar photovoltaic systems for single-family homes and multi-family buildings of three stories and less. The CALGreen Standards establish green building criteria for residential and nonresidential projects. The 2019 Standards include the following: increasing the number of parking spaces that must be prewired for electric vehicle chargers in residential development; requiring all residential development to adhere to the Model Water Efficient Landscape Ordinance; and requiring more appropriate sizing of HVAC ducts.</p>	<p>Consistent. Development facilitated by the project would be required to comply with PAMC Chapter 16.17, which mandates the implementation of Title 24.</p>

Furthermore, the City’s 2030 Comprehensive Plan and Sustainability and Climate Action Plan (S/CAP) also contains goals and policies related to energy efficiency and renewable energy. As discussed under Table 18 in Section 8, *Greenhouse Gas Emissions*, the proposed project would be consistent with recommended goals, policies, and actions in the City’s S/CAP related to energy efficiency and renewable energy. Table 15 summarizes the project’s consistency with the applicable 2030 Comprehensive Plan policies. As shown therein, the proposed project would be consistent with the applicable 2030 Comprehensive Plan policies and therefore would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency, and impacts would be less than significant and generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

Table 15 Project Consistency with Applicable 2030 Comprehensive Plan

Policies	Project Consistency
Natural Environment Element	
<p>Policy N-7.4: Maximize the conservation and efficient use of energy in new and existing residences and other buildings in Palo Alto.</p>	<p>Consistent: Future development facilitated by the proposed HEU would be required to be constructed in accordance with the latest iteration of CALGreen, the California Energy Code, and any locally adopted amendments, which include green building practices. Future development would also be required to comply with the City’s most updated Reach Code and All-Electric Mandate which requires all-electric building design for single-family, low-rise multi-family, and non-residential development (City of Palo Alto 2022a).</p>
<p>Policy N-7.5: Encourage energy efficient lighting that protects dark skies and promotes energy conservation by minimizing light and glare from development while ensuring public health and safety</p>	<p>Consistent: Future development facilitated by the proposed HEU would be required to incorporate sustainability considerations into project design such as energy efficient lighting pursuant to PAMC Section 18.24.100(a). Future development would also be subject to PAMC Section 18.40.250 which outlines requirements for minimizing light spillover and glare.</p>
<p>Policy N-7.6: Support the maximum economic use of solar electric (photovoltaic) and solar thermal energy, both as renewable supply resources for the Electric Utility Portfolio and as alternative forms of local power generation.</p>	<p>Consistent: Development facilitated by the proposed HEU would be required to comply with the PAMC Chapter 16.17, which mandates the implementation of Title 24. Compliance would include complying with the most updated rooftop solar requirements at the time of construction.</p>
<p>Policy N-7.7: Explore a variety of cost-effective ways to reduce natural gas usage in existing and new buildings in Palo Alto in order to reduce associated greenhouse gas emissions.</p>	<p>Consistent: Future development facilitated by the proposed HEU would also be required to comply with the City’s most updated Reach Code and All-Electric Mandate which requires all-electric building design for single-family, low-rise multi-family, and non-residential development (City of Palo Alto 2022a). Electricity would be provided by City of Palo Alto Utilities (CPAU), which has provided 100 percent carbon neutral electricity since 2013 (City of Palo Alto 2022b).</p>
<p>Policy N-7.8: Support opportunities to maximize energy recovery from organic materials such as food scraps, yard trimmings and residual solids from sewage treatment.</p>	<p>Consistent: Future development facilitated by the proposed HEU would be required to comply with SB 1383 and recycle organic wastes.</p>
<p>Source: City of Palo Alto 2017b</p>	

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would be required to comply with federal, State, and local regulations as well as policies adopted in compliance with Mitigation Measure UTIL-17 pertaining to energy, which would reduce impacts to a less than significant level. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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7 Geology and Soils

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
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Would the project:

a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	EIR Pages 4.5-4 through 4.5-6	No	No	No	N/A
2. Strong seismic ground shaking?	EIR Pages 4.5-4 through 4.5-6	No	No	No	N/A
3. Seismic-related ground failure, including liquefaction?	EIR Pages 4.5-4 through 4.5-6	No	No	No	N/A
4. Landslides?	EIR Pages 4.5-4 through 4.5-6	No	No	No	N/A
b. Result in substantial soil erosion or the loss of topsoil?	EIR Pages 4.5-8 through 4.5-9	No	No	No	Yes
c. Be located on a geologic unit or soil that is made unstable as a result of the project, and potentially result in on or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	EIR Pages 4.5-7 through 4.5-8	No	No	No	N/A
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	EIR Pages 4.5-4 through 4.5-6	No	No	No	Yes

**IMPACT ANALYSIS
GEOLOGY AND SOILS**

Item 7
Attachment B - Draft
Addendum to the 2017
Palo Alto Comprehensive
Plan Environmental
Impact Report

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does Information Result in New or Substantially More Severe Impacts?	Investigation Measures Address and/or Resolve Impacts?
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	N/A	No	No	No	N/A
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	EIR Pages 4.4-7 through 4.4-9	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.5, *Geology, Soils, and Seismicity*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to geology and soils. The 2017 EIR found that implementation of the 2030 Comprehensive Plan would result in less than significant impacts associated with risk of loss, injury, or death involving rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure (including liquefaction), landslides, and expansive soils. The 2017 EIR also found that implementation of the 2030 Comprehensive Plan would not result in development located on a geologic unit or on soil that is unstable, or that would become unstable as a result of the project and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse. The 2030 Comprehensive Plan also determined that there would be less than significant impacts related to erosion or siltation.

PROJECT-SPECIFIC IMPACTS

a1. Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

The Alquist-Priolo Earthquake Fault Zone associated with the San Andreas Fault is located near the crest of the Santa Cruz Mountains and just east of the intersection of Page Mill Road and State Route 35. Similar to what was analyzed in the 2017 EIR, no housing inventory sites are located near the Alquist-Priolo Earthquake Fault Zone associated with the San Andreas Fault (City of Palo Alto 2016). The closest active fault is the San Andreas Fault, located approximately 2.5 miles from the southern portion of the city. As a result, the likelihood of surface rupture occurring from active faulting that would affect future development under the proposed HEU is remote. This impact would be less than significant and would be generally the same as the

impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

a2. Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

As with any site in the Bay Area region, development under the proposed HEU is susceptible to strong seismic ground shaking in the event of a major earthquake. Nearby faults include the San Andreas Fault, the Monte Vista Fault, the Hayward Fault and the Calaveras Fault. These faults are capable of producing strong seismic ground shaking in the city.

Although nothing can ensure that residences and infrastructure do not fail under seismic stress, proper engineering can minimize the risk to life and property. Accordingly, building standards have been developed for construction in areas subject to seismic ground-shaking. Development facilitated by the proposed HEU would be required to comply with standards established by PAMC Chapter 16.04 and 16.06, which adopt the California Building Code (CBC) and the California Residential Code, respectively. The requirements of the California Building Code ensure that new habitable structures are engineered to withstand the expected ground acceleration at a given location. Further, CBC Chapter 18 requires that actions recommended in a site-specific soil investigation are incorporated into the construction of each structure. Future development would also be required to comply with PAMC Section 16.28.150, which would require detailed engineering geology reports in areas of suspected geological hazards and implementation of recommendations and mitigations to reduce hazards from ground shaking or rupture. Additionally, the project would promote infill development, which may involve replacing older buildings subject to seismic damage with newer structures built to current seismic standards that could better withstand the adverse effects of strong ground shaking. Although the proposed HEU would facilitate development of 665 more housing units compared to what was analyzed in the 2017 EIR, continued compliance with applicable provisions of the CBC and the PAMC would ensure that potential impacts from ground-shaking would be minimized. This impact would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

a3. Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

As shown in Map S-3 of the Safety Element of the 2030 Comprehensive Plan, the northern and eastern portion of the city lies within a high-liquefaction zone. Although the proposed HEU would facilitate some development in a high-liquefaction zone adjacent to US 101, future development would be required to comply with requirements of the CBC pursuant to PAMC Chapter 16.04, as well as requirements for soils engineering reports and engineering geology reports pursuant to PAMC Sections 16.28.140 and 16.28.150. Additionally, PAMC Section 18.40.120 imposes requirements in areas that have been identified as having moderate or high

risk due to seismic activity hazards, including liquefaction, and requires the detailed geologic, soils, and engineering studies prior to development. Such reports typically include recommendations for project design and construction, such as site grading/soil preparation, and foundation design, as well as quantitative evaluations of liquefaction susceptibility. The final grading, drainage, and foundation plans are reviewed before construction to confirm incorporation of the report recommendations. Although the proposed HEU would facilitate development of 665 more housing units compared to what was analyzed in the 2017 EIR, continued compliance with all applicable provisions of the California Building Code and the PAMC would minimize impacts associated with liquefaction to a less than significant level and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- a4. *Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?*
- c. *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?*

Earthquakes can trigger landslides that may cause injuries and structural damage. Landslides are typically a hazard on or near slopes or hillside areas, rather than generally level areas where HEU housing development is anticipated. The 2017 EIR characterizes most of Palo Alto as having low topographic relief where the probability of landslides is very low, with the exception of hilly slopes west of Interstate 280. Similar to what was analyzed in the 2017 EIR, no development would be facilitated in landslide zones within the city. Furthermore, future development would be required to comply with PAMC Sections 16.28.140 and 16.28.150, which outline requirements for soils engineering reports and engineering geology reports, as well as PAMC Section 18.40.120, which imposes requirements in areas that have been identified as having moderate or high risk due to seismic activity hazards. Although the proposed HEU would facilitate development of 665 more housing units compared to what was analyzed in the 2017 EIR, continued compliance with all applicable provisions of the California Building Code and the PAMC would ensure that potential impacts from landslides would be minimized to a less than significant level and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- b. *Would the project result in substantial soil erosion or the loss of topsoil?*

The proposed HEU would include infill development in non-vacant and underutilized sites in urbanized areas. Demolition and construction activities would be required to comply with CBC, Appendix Section J110, Erosion Control Standards, pursuant to Chapter 16.04 of the PAMC, which ensures appropriate erosion and stormwater pollution control during grading and construction activities.

Construction activities that occur on more than one acre are required to obtain a National Pollutant Discharge Elimination System (NPDES) Construction General Permit. NPDES requires the development of a storm water pollution prevention plan (SWPPP), which includes BMPs to reduce erosion and topsoil loss from stormwater runoff. BMP examples generally include an effective combination of erosion and sediment controls, which include barriers such as silt fences, hay bales, drain inlet protection, or gravel bags.

Future development would also be required to comply with PAMC Chapter 16.28, which outlines requirements for grading and erosion and sediment control. Examples include preparation of an interim and a final erosion and sediment control and SWPPP, as well as soils engineering reports, which would prevent excessive erosion and runoff. Although the proposed HEU would facilitate development of 665 more housing units compared to what was analyzed in the 2017 EIR, continued compliance with all applicable federal, State, and local regulations and the PAMC would ensure that potential impacts from soil erosion would be minimized. This impact would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

As discussed in the 2017 EIR, shrink-swell potential in the western and central parts of the city are generally lower than the northeastern parts, where clay-rich soils and “Bay Mud” sediments are widespread (City of Palo Alto 2016). The proposed HEU would facilitate some housing development in the northeastern part of the city, and therefore could potentially locate housing inventory sites on areas with expansive soils. However, future development would be required to comply with PAMC Sections 16.28.140 and 16.28.150, which outline requirements for soils engineering reports and engineering geology reports, as well as PAMC Section 18.40.120, which imposes requirements in areas that have been identified as having moderate or high risk due to seismic activity hazards. The CBC also includes requirements to address soil-related hazards. Typical measures to treat hazardous soil conditions involve removal of soil or fill materials, proper fill selection, and compaction. In cases where soil remediation is not feasible, the CBC requires structural reinforcement of foundations to resist the forces of expansive soils. This would ensure that the potential for projects to occur on expansive soils such that substantial direct or indirect risks to life or property to occur would be reduced.

Although the proposed HEU would facilitate development of 665 more housing units compared to buildout analyzed in the 2017 EIR, continued compliance with all applicable provisions of the California Building Code and the PAMC would ensure that potential impacts from soil erosion would be minimized. This impact would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

e. *Would the project have soils incapable of adequately supporting the use of alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

Palo Alto is served by the City's established wastewater system. The proposed HEU would facilitate development on non-vacant and underutilized sites which are and would continue to be served by the City's wastewater system. The project would not include the use of septic tanks or alternative wastewater disposal systems. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

f. *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

As discussed in the Geological Setting above, there are known paleontological resource sites within the city, and the presence of these sites indicates that there are likely undiscovered paleontological resources. Although the proposed HEU would facilitate development on non-vacant and already disturbed sites, similar to what was analyzed in the Comprehensive Plan EIR, development facilitated by the proposed HEU could still potentially impact a unique paleontological resource or site, or unique geologic feature. However, future development would be required to comply with applicable federal and State regulations that protect paleontological resources, as well as implement Mitigation Measure CULT-5 which would reduce impacts on paleontological resources to a less than significant level. Therefore, this impact would be less than significant with mitigation, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would be required to comply with federal, State, and local regulations pertaining to geological resources which would reduce impacts to a less than significant level. Future development would also be required to comply with applicable federal and State regulations that protect paleontological resources, as well as implement Mitigation Measure CULT-5 which would reduce impacts on paleontological resources to a less than significant level. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

8 Greenhouse Gas Emissions

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
Would the project:					
a.	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? EIR Pages 4.6-10 through 4.6-16	No	No	No	N/A
b.	Conflict with any applicable plan, policy, or regulation adopted for the purposes of reducing the emissions of greenhouse gases? EIR Pages 4.6-16 through 4.6-21	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.6, *Greenhouse Gas Emissions and Climate Change*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to greenhouse gas emissions. The 2017 EIR concluded that the 2030 Comprehensive Plan would not directly or indirectly generate GHG emissions that may have a significant impact on the environment since Scenario 6 would result in a decrease in emissions from existing conditions and would achieve the 2030 performance criteria that would ensure the City is on a trajectory to achieve the GHG reductions targets of SB 32 for year 2030. Additionally, the 2030 Comprehensive Plan would not conflict with CARB’s Scoping Plan or Association of Bay Area Governments (ABAG)/Metropolitan Transportation Commission’s (MTC) Plan Bay Area. However, the 2017 EIR found that the 2030 Comprehensive Plan would expose people or structures to the physical effects of climate change, including but not limited to flooding, extreme temperatures, public health, wildfire risk, or other impacts resulting from climate change, and mitigation measure GHG-3 would be required to reduce impacts to a less than significant level.

Table 16 lists the mitigation measures from the 2017 EIR related to greenhouse gas emissions.

Table 16 2017 EIR Mitigation Measures: Greenhouse Gas Emissions

Mitigation Measure #	Mitigation Text
Impact GHG-3: The proposed Plan would expose people or structures to the physical effects of climate change, including but not limited to flooding, extreme temperatures, public health, wildfire risk, or other impacts resulting from climate change, requiring mitigation. (Significant and Mitigable)	
GHG-3	<p>To address the potential impacts associated with exposing additional people or structures to the effects of climate change, the proposed Plan shall include policies that address the following topics:</p> <ul style="list-style-type: none"> ▪ Flooding risks caused by climate change-related changes to precipitation patterns, groundwater levels, sea level rise, tides, and storm surges. ▪ Cooperative planning with federal, State, regional, and local public agencies on issues related to climate change (including sea level rise and extreme storms). ▪ Preparation of response strategies to address sea level rise, increased flooding, landslides, soil erosion, storm events, and other events related to climate change. ▪ Impacts of sea level rise on Palo Alto’s levee system.

Source: City of Palo Alto 2016

THRESHOLDS

In response to climate change, California implemented AB 32, the “California Global Warming Solutions Act of 2006.” AB 32 requires the reduction of statewide GHG emissions to 1990 emissions levels (essentially a 15 percent reduction below 2005 emission levels) by 2020 and the adoption of rules and regulations to achieve the maximum technologically feasible and cost-effective GHG emissions reductions. On September 8, 2016, the Governor signed SB 32 into law, extending AB 32 by requiring the State to further reduce GHG emissions to 40 percent below 1990 levels by 2030 (the other provisions of AB 32 remain unchanged). On September 10, 2018, the Governor signed Executive Order (EO) B-55-18, which identifies a new goal of carbon neutrality by 2045 and supersedes the goal established by EO S-3-05.⁶ CARB adopted the 2022 Scoping Plan on November 16, 2022, which provides a framework for achieving carbon neutrality by 2045 or earlier. The 2022 Scoping Plan extends and expands upon the three earlier versions of scoping plans with a target of reducing anthropogenic emissions to 85 percent below 1990 levels by 2045.

According to the *CEQA Guidelines*, projects can tier from a qualified GHG reduction plan, which allows for project-level evaluation of GHG emissions through the comparison of the project’s consistency with the GHG reduction policies included in a qualified GHG reduction plan. This approach is considered by the Association of Environmental Professionals (AEP) in their white paper, *Beyond Newhall and 2020*, to be the most defensible approach presently available under CEQA to determine the significance of a project’s GHG emissions (AEP 2016). Palo Alto does not currently have a qualified GHG reduction plan and thus this approach is not currently feasible.

⁶ Executive Order (EO) S-3-05, signed by Governor Arnold Schwarzenegger in 2005, proclaims that California is vulnerable to the impacts of climate change. It declares that increased temperatures could reduce the Sierra Nevada snowpack, further exacerbate California’s air quality problems, and potentially cause a rise in sea levels. To combat those concerns, the EO established total GHG emission targets for the state. Specifically, emissions are to be reduced to the 2000 level by 2010, the 1990 level by 2020, and to 80 percent below the 1990 level by 2050.

To evaluate whether a project may generate a quantity of GHG emissions that has a significant impact on the environment, state agencies have developed a number of operational bright-line significance thresholds. Significance thresholds are numeric mass emissions thresholds that identify the level at which additional analysis of project GHG emissions is necessary. Projects that attain the significance target, with or without mitigation, would result in less than significant GHG emissions. Since the proposed project would tier from the 2017 EIR, the BAAQMD GHG 2030 efficiency target applied in the 2017 EIR would be used to inform the threshold for this analysis. However, to take into account the new State goal of carbon neutrality by 2045 and the project buildout year of 2031, the BAAQMD GHG 2030 efficiency target was interpolated to get an adjusted 2031 threshold of 3.74 MTCO₂e per service population per year.⁷ Therefore, the proposed project's GHG emissions would be significant if they would exceed the 2031 interpolated threshold of 3.74 MTCO₂e per service population per year, consistent with EO B-55-18.

PALO ALTO SUSTAINABILITY AND CLIMATE ACTION PLAN

The City of Palo Alto launched its S/CAP in August 2014. In 2020, the city launched an update to the S/CAP to develop strategies needed to meet their goal of reducing GHG emissions 80 percent below 1990 levels by 2030 (the "80 x 30" goal). In October 2022, the Palo Alto City Council approved the updated S/CAP Goals and Key Actions that will serve as the City's roadmap to meeting the "80 x 30" goal and most recent Carbon Neutral by 2030 goal. The S/CAP Goals and Key Actions includes goals and actions in seven areas: Energy, Mobility, Electric Vehicles, Water, Climate Adaptation and Sea Level Rise, Natural Environment, and Zero Waste. The S/CAP is not a qualified CAP under CEQA Guidelines 15183.5(b)(1) since it has not yet been adopted in a public process following environmental review.

METHODOLOGY

OPERATIONAL EMISSIONS

Long-term emissions relate to area sources, energy use, solid waste, water use, and transportation. Operational emissions for the proposed HEU were modeled using the California Emissions Estimator Model (CalEEMod) version 2022.1 and compared to the adjusted BAAQMD efficiency thresholds used in the 2017 EIR. CalEEMod default settings were used to estimate emissions associated with the proposed project to apply a high-level and conservative analysis.

AREA SOURCE EMISSIONS

Emissions associated with area sources, including consumer products, landscape maintenance, and architectural coating were calculated in CalEEMod and utilized default standard emission rates from CARB, U.S. EPA, and emission factor values provided by the local air district (CAPCOA 2017). Architectural coatings were calculated pursuant to BAAQMD Regulation 8 Rule 3.

⁷ $4.0 \text{ MTCO}_2\text{e (2030 Comprehensive Plan EIR threshold)} / 15 \text{ years (2030 to 2045 for carbon neutrality)} = 0.26 \text{ MTCO}_2\text{e}$. To find the 2031 interpolated threshold, $4.0 \text{ MTCO}_2\text{e} - 0.26 \text{ MTCO}_2\text{e} = 3.74 \text{ MTCO}_2\text{e}$.

ENERGY USE EMISSIONS

CalEEMod provides operational emissions of CO₂, N₂O, and CH₄. Emissions from energy use include electricity and natural gas use. The emissions factors for natural gas combustion are based on EPA’s AP-42 (Compilation of Air Pollutant Emissions Factors) and CCAR. Electricity emissions are calculated by multiplying the energy use times the carbon intensity of the utility district per kilowatt hour (CAPCOA 2017). Since the City’s All-Electric Ordinance requires all-electric construction for future residential uses, it was assumed that the natural gas demand estimated for the project would instead be supplied by electricity to account for increased electricity usage. Total annual consumption for natural gas (kBtu/year) was converted to electricity (kWh/year) and added to the total annual consumption for electricity. CalEEMod incorporates 2019 Title 24 CALGreen Building Standards.

SOLID WASTE EMISSIONS

Emissions from solid waste generation were also calculated in CalEEMod and are based on the IPCC’s methods for quantifying GHG emissions from solid waste using the degradable organic content of waste (CAPCOA 2017). Waste disposal rates by land use and overall composition of municipal solid waste in California was primarily based on data provided by the California Department of Resources Recycling and Recovery [CalRecycle] 2019).

WATER AND WASTEWATER USE EMISSIONS

Emissions from water and wastewater usage calculated in CalEEMod were based on the default electricity intensity from the California Energy Commission’s 2006 Refining Estimates of Water-Related Energy Use in California using the average values for Northern and Southern California. The Palo Alto RWQCP was assumed to be 100 percent aerobic since it does not contain facultative lagoons or septic tanks.

MOBILE SOURCE EMISSIONS

For mobile sources, CO₂, CH₄, and N₂O emissions were quantified in CalEEMod.

REFRIGERANT EMISSIONS

Refrigerants are substances used in equipment for cooling and heating purposes and are mostly comprised of hydrofluorocarbons (HFC). HFCs are potent GHGs that have high global warming potential (GWP) values. CalEEMod calculates refrigerant emissions according to equipment charge sizes and leak rates that have been determined for relevant land uses and equipment types.

CONSTRUCTION EMISSIONS

Construction of the proposed HEU would generate temporary GHG emissions primarily due to the operation of construction equipment and truck trips. Site preparation and grading typically generate the greatest amount of emissions due to the use of grading equipment and soil hauling. Although construction activity is addressed in this analysis, CAPCOA does not discuss whether any of the suggested threshold approaches adequately address impacts from

temporary construction activity. As stated in the CEQA and Climate Change study is needed to make this assessment or to develop separate thresholds for construction activity” (CAPCOA 2008). Additionally, the BAAQMD does not have specific quantitative thresholds for construction activity. Therefore, although estimated in CalEEMod and provided for informational purposes, construction activity is not included in the total emissions calculations.

PROJECT-SPECIFIC IMPACTS

- a. *Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?*

Proposed construction activities, energy use, daily operational activities, and mobile sources (traffic) associated with the proposed project would generate GHG emissions. CalEEMod was used to calculate emissions resulting from construction and long-term operation (see Appendix B for model output).

CONSTRUCTION EMISSIONS

Emissions generated from construction of full buildout under the proposed HEU are estimated to be 5,433 MT of CO₂e per year.⁸ However, as the BAAQMD does not have a recommended threshold for construction-related GHG emissions, emissions associated with construction are not included in Table 17 and compared to BAAQMD significance thresholds.

OPERATIONAL INDIRECT AND STATIONARY DIRECT EMISSIONS

Long-term emissions relate to area sources, energy use, solid waste, water use, and transportation. Each of the operational sources of emissions is discussed further below.

MOBILE EMISSIONS

As shown in Table 17 below, the additional 665 units facilitated by the proposed project would generate approximately 2,921 MTCO₂e per year.

AREA SOURCE EMISSIONS

CalEEMod was used to calculate direct sources of air emissions associated with the proposed project. These include consumer product use and landscape maintenance equipment. Area emissions are estimated at 42 MTCO₂e per year.

ENERGY USE EMISSIONS

Operation of the proposed project would consume both electricity and natural gas. The generation of electricity through combustion of fossil fuels emits CO₂, and to a smaller extent, N₂O and CH₄. As discussed under the Methodology section, pursuant to the City’s All-Electric

⁸ Construction emissions were determined assuming the 1,308 units were built as one continuous project using CalEEMod defaults. Construction emissions for future projects would be based on the timing and size of individual projects.

Ordinance, natural gas was converted to electricity to account for increase. Since CPAU provides electricity to the city, and has supplied 100 percent carbon neutral electricity since 2013, GHG emissions from energy use are estimated at 0 MTCO_{2e} per year.

WATER USE EMISSIONS

Based on the amount of electricity generated to supply and convey water for the project, the proposed project would generate an estimated 29 MTCO_{2e} per year.

SOLID WASTE EMISSIONS

Based on the estimate of GHG emissions from project-generated solid waste as it decomposes, solid waste associated with the proposed project would generate approximately 129 MTCO_{2e} per year.

REFRIGERANT EMISSIONS

Based on the estimate of GHG emissions from refrigerants used for the project, the proposed project would generate an estimated 1 MTCO_{2e} per year.

The annual emissions associated with the additional development under the proposed HEU would total approximately 3,122 MTCO_{2e} per year. As discussed in Section 14, *Population and Housing*, the service population from the project would be 1,670 new residents. Therefore, the MTCO_{2e} per service population for the proposed HEU would be 1.9. These emissions would not exceed the 2017 EIR’s BAAQMD 2030 efficiency target of 3.74. Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

Table 17 Operational GHG Emissions

Emissions Source	Annual Emissions (MT of CO_{2e}/year)
Mobile	2,921
Area	42
Energy	0
Water	29
Waste	129
Refrigerants	1
Total	3,122
Service Population	1,670
MTCO_{2e}/Service Population	1.9
2017 EIR BAAQMD 2030 Efficiency Target (Adjusted for SB 32)	3.74
Exceeds Threshold?	No

See Table 2.5 “Operations Emissions by Sector, Unmitigated” emissions. CalEEMod worksheets in Appendix B.

b. *Would the project conflict with any applicable plan, policy, or regulation with the purpose of reducing the emissions of greenhouse gases?*

The City of Palo Alto has adopted the Sustainability and Climate Action Plan (S/CAP) in 2020 to develop strategies to meet their goal of reducing GHG emissions 80 percent below 1990 levels by 2030. The California Air Resources Board (CARB) also updated its Climate Change Scoping Plan in November 2022. Table 18 shows the proposed project’s compliance with the City’s S/CAP and CARB Scoping Plan measures.

Table 18 Proposed Project Compliance with Applicable S/CAP Actions

GHG Reduction Goal or Policy	Project Consistency
City of Palo Alto S/CAP	
<p>Action C3: Complete study to identify any additional Energy, EV, or Mobility key actions needed to achieve 80% reduction in greenhouse gas emissions from 1990 levels by 2030, such as electrification of additional multifamily or commercial end uses, greater electrification of vehicles, or other emissions reduction actions not already identified in this Plan.</p>	<p>Consistent. Development facilitated by the project would be required to comply with the PAMC Chapter 16.17, which mandates the implementation of Title 24. Compliance would include complying with the most updated rooftop solar requirements at the time of construction. Future development would also be required to comply with the City’s most updated Reach Code and All-Electric Mandate which requires all-electric building design for single-family, low-rise multi-family, and non-residential development (City of Palo Alto 2022a). Electricity would be provided by CPAU, which has provided 100 percent carbon neutral electricity since 2013 (City of Palo Alto 2022b).</p> <p>Pursuant to Section 16.14.420 of the PAMC, new multi-family residences would be required to provide at least one EVSE Ready outlet or EVSE installed for each residential unit in the structure for residential parking, and would be required to provide Conduit Only, EVSE Ready Outlet, or EVSE installed for at least 25 percent of guest parking spaces, among which at least 5 percent shall be EVSE installed. Future development facilitated by the project would be required to comply with the most updated EV requirements in both the City’s Reach Code and Title 24 at the time of construction.</p>
<p>Action E1: Reduce all or nearly all greenhouse gas emissions in single-family appliances and equipment, including water heating, space heating, cooking, clothes drying, and other appliances that use natural gas.</p>	<p>Consistent. Future development would be required to comply with the City’s most updated Reach Code and All-Electric Mandate which requires all-electric building design for single-family, low-rise multi-family, and non-residential development (City of Palo Alto 2022a).</p>
<p>Action E7: Use codes and ordinances - such as the energy reach code, green building ordinance, zoning code, or other mandates - to facilitate electrification in both existing buildings and new construction projects where feasible.</p>	<p>Consistent. Development facilitated by the project would be required to comply with the PAMC Chapter 16.17, which mandates the implementation of Title 24. Compliance would include complying with the most updated rooftop solar requirements at the time of construction. Future development would also be required to comply with the City’s most updated Reach Code and All-Electric Mandate which requires all-electric building design for single-family, low-rise multi-family, and non-residential development (City of Palo Alto 2022a). Electricity would be provided by CPAU, which has provided 100 percent carbon neutral electricity since 2013 (City of Palo Alto 2022b).</p>

GHG Reduction Goal or Policy	Project Consistency
Action EV6: Expand access to on-site EV charging for multi-family residents.	Consistent. Pursuant to Section 16.14.420 of the PAMC, new multi-family residences would be required to provide at least one EVSE Ready outlet or EVSE installed for each residential unit in the structure for residential parking, and would be required to provide Conduit Only, EVSE Ready Outlet, or EVSE installed for at least 25 percent of guest parking spaces, among which at least 5 percent shall be EVSE installed. Future development facilitated by the project would be required to comply with the most updated EV requirements in both the City’s Reach Code and Title 24 at the time of construction.
Action M7: Continue to implement the City’s Housing Element of the Comprehensive Plan to improve jobs - housing balance and reduce vehicle miles traveled (VMT).	Consistent. The proposed project would implement the 2023-2031 Housing Element Update which would facilitate development within the city’s urbanized and underutilized sites. These areas are near or adjacent to transportation corridors currently served by transit or Class I, II, and III bicycle lanes such as University Avenue, Bryant Street, California Avenue, and Bayshore Road, which would encourage the use of bicycles and reduce reliance on single-occupancy vehicles and VMT.
Action N2: Ensure No Net Tree Canopy Loss for all projects.	Consistent. Future development would be required to comply with the City’s Tree Ordinance pursuant to Title 8 of the PAMC, which also ensures no net loss of canopy across all tree removal types.
Action N8: Expand the requirements of the Water Efficient Landscape Ordinance (WELo) to increase native and drought-tolerant species composition.	Consistent. Future development would be required to comply with the most updated requirements of WELo pursuant to Section 12.32.040 of the PAMC.
Action N9: Phase out gas-powered lawn and garden equipment, in compliance with California’s AB 1346	Consistent. Future development would be required to comply with AB 1346 and would be prohibited from using gas-powered lawn and garden equipment.
Action ZW2: Promote residential food waste reduction.	Consistent: Future development facilitated by the proposed HEU would be required to comply with SB 1383 and recycle organic wastes.
CARB Scoping Plan Measures	
Consider enhanced energy efficiency (high efficiency air conditioners, light-emitting diode lamps, efficiency improvements in industrial process cooling and refrigeration, efficient street lighting).	Consistent. Future development would be required to comply with the latest CALGreen standards and Building Energy Efficiency Standards, which would require implementation of energy-efficient light fixtures and building materials into the project design, and would ensure energy efficient performance for new buildings.
Source: City of Palo Alto 2022c, CARB 2017	

As shown in Table 18, the project would be consistent with applicable actions from the City’s S/CAP. Therefore, impacts would be less than significant, and would be generally the same as for the 2030 Comprehensive Plan as analyzed in the 2017 EIR. There would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, and further analysis is not warranted.

PROJECT CONSISTENCY WITH 2022 SCOPING PLAN

The principal State plans and policies for reducing GHG emissions are AB 32, SB 32, and AB 1279. The quantitative goal of AB 32 is to reduce GHG emissions to 1990 levels by 2020; the goal of SB 32 is to reduce GHG emissions to 40 percent below 1990 levels by 2030; and the goal of AB 1279 is to achieve net zero greenhouse gas emissions no later than 2045, and reduce GHG emissions by 85 percent below 1990 levels no later than 2045. The 2022 Scoping Plan expands upon earlier plans to include the AB 1279 targets. The 2022 Scoping Plan's strategies that are applicable to the proposed project include reducing fossil fuel use and vehicle miles traveled; decarbonizing the electricity sector, maximizing recycling and diversion from landfills; and increasing water conservation. The project would be consistent with these goals since future development would be required to comply with the latest Title 24 Green Building Code and Building Efficiency Energy Standards, as well as the AB 341 waste diversion goal of 75 percent and recycle organic wastes pursuant to SB 1383. Future development facilitated by the project would also be largely located in areas served by transit, such as along El Camino Real, the California Avenue area, and the Downtown area, and would be near or adjacent to transportation corridors currently served by transit or Class I, II, and III bicycle lanes such as University Avenue, Bryant Street, California Avenue, and Bayshore Road. This would reduce reliance on single-occupancy vehicles and VMT and promote bicycling and walking. Future development would also be required to comply with the City's most updated Reach Code and All-Electric Mandate which requires all-electric building design for single-family, low-rise multi-family, and non-residential development (City of Palo Alto 2022a). Additionally, future development would receive electricity from CPAU, which sources 100 percent GHG free electricity. Therefore, the project would not conflict with the 2022 Scoping Plan and this impact would be less than significant, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would not result in emissions exceeding the 2031 interpolated thresholds, and would be consistent with the City's S/CAP and CARB Scoping Plan measures, resulting in less than significant GHG impacts. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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9 Hazards and Hazardous Materials

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?	
Would the project:						
a.	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	EIR Pages 4.7-2 through 4.7-3	No	No	No	N/A
b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	EIR Pages 4.7-3 through 4.7-5	No	No	No	Yes
c.	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	EIR Pages 4.7-5 through 4.7-6	No	No	No	Yes
d.	Be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	EIR Pages 4.7-6 through 4.7-8	No	No	No	N/A
e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	EIR Pages 4.7-9 through 4.7-10; 4.7-11	No	No	No	N/A
f.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	EIR Pages 4.7-10 through 4.7-11	No	No	No	N/A
g.	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	EIR Pages 4.7-8 through 4.7-9	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.7, *Hazards and Hazardous Materials*, of the 2017 EIR analyzed the 2030 Comprehensive Plan's impacts related to hazards and hazardous materials. The 2017 EIR found that the 2030 Comprehensive Plan would not create a significant hazard to the public or environment as a result of the routine transport, use, or disposal of hazardous materials, and would not involve the release of hazardous materials into the environment through upset and accident conditions. The 2017 EIR concluded that with compliance with applicable federal, State, and local regulations regarding the storage, use, and handling of hazardous materials, the 2030 Comprehensive Plan would not result in hazardous emissions or the handling of hazardous wastes within 0.25 mile of an existing or proposed school, and would not expose future occupants to contaminated soil and groundwater. The 2017 EIR also found that the 2030 Comprehensive Plan would not impair implementation or interfere with an adopted emergency response or evacuation plan, or result in a safety hazard from a public airport or private airstrip for people residing or working within the plan area.

PROJECT-SPECIFIC IMPACTS

- a. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

The proposed HEU would include 665 more housing units compared to buildout assumed in the 2017 EIR and therefore would potentially transport, use, or dispose of more hazardous materials than what was analyzed. However, hazardous materials would be required to be transported under the United States Department of Transportation (DOT) regulations. Future development facilitated by the proposed HEU would be subject to regulatory programs such as those overseen by the RWQCB and the Department of Toxic Substances Control (DTSC). These agencies require applicants for development of potentially contaminated properties to perform investigation and cleanup if the site is found to be contaminated with hazardous substances. In addition, Santa Clara County has substantial regulations concerning hazardous materials under its Certified Unified Program Agencies (CUPA) jurisdiction and related Unified Programs. This is further enforced by Palo Alto Fire Department Programs.

The proposed HEU is intended to expand housing capacity and would not facilitate the establishment of uses that would sell, use, store, transport, or release substantial quantities of hazardous materials such as industrial, warehouse, auto-service, or manufacturing uses. Residential uses do not typically use hazardous materials other than small amounts for cleaning and landscaping. These materials would not be different from household chemicals and solvents already in wide use throughout Palo Alto. Residents are anticipated to use limited quantities of products routinely for periodic cleaning, repair, and maintenance or for landscape maintenance/pest control that could contain hazardous materials. Those using such products would be required to comply with all applicable regulations regarding the disposal of household waste.

Compliance with all applicable federal, State, and local regulations would reduce the routine transport, use, or disposal of hazardous materials to a less than significant level. Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Development under the proposed HEU would facilitate development on sites that are possibly contaminated and inactive, undergoing evaluation, and/or undergoing corrective action, and grading or excavation may result in the transport, disposal, and release of hazardous materials if they are unearthed and removed from the site. However, the amount and type of soil disturbance would be similar to what was analyzed under the 2017 EIR as development would be facilitated on previously disturbed soils, and future development under the project would be subject to regulatory programs such as those overseen by the RWQCB and the DTSC. These agencies require applicants for development of potentially contaminated properties to perform investigation and cleanup if the properties are contaminated with hazardous substances above the applicable environmental screening levels for the site. Future development would also be required to comply with Chapter 17.16 of the PAMC which requires the preparation of a hazardous materials management plan (HMMP) demonstrating the suitable storage of hazardous materials, as well as Chapter 16.11 which requires the implementation of a SWPPP and stormwater pollution prevention measures. Although the proposed HEU would include 665 more housing units compared to buildout assumed in the 2017 EIR, compliance with all applicable federal, State, and local regulations would reduce impacts from the release of hazardous materials to a less than significant level. Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?

Several housing inventory sites are located within 0.25 mile of a school, such as Palo Verde Elementary School, Fairmeadow Elementary School, Herbert Hoover Elementary School, and Palo Alto High School. The proposed HEU would not involve new industrial or manufacturing uses, or involve the use, storage, disposal, or transportation of significant quantities of hazardous materials. The proposed project is designed to facilitate residential development. Residential uses may involve use and storage of some materials considered hazardous, though primarily these would be limited to solvents, paints, chemicals used for cleaning and building maintenance, and landscaping supplies. These materials would not be different from household chemicals and solvents already in general and wide use throughout the city. Development accommodated under the project therefore would not pose a health risk to nearby schools or

childcare facilities. Additionally, as discussed above under Impacts (a) and development would be required to comply with existing applicable federal, State, and local regulations which govern the routine use, transport, handling, storage, disposal, and release of hazardous materials. Oversight by the appropriate federal, State, and local agencies and compliance by new development with applicable regulations related to the handling and storage of hazardous materials would minimize the risk of the public's potential exposure to these substances to a less than significant level. Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

d. Would the project be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

As discussed in the 2017 EIR, a number of hazardous materials sites are listed on databases compiled pursuant to Government Code Section 65962.5. Most of the sites are listed as closed and have been remediated to the satisfaction of the lead responsible agency (i.e., RWQCB, DTSC, Santa Clara County Department of Environmental Health (SCCDEH)) based on land use at the time of closure. Additionally, several groundwater contaminant plumes underlie certain areas of the city, which could potentially expose future residents to contamination of soil and groundwater. The proposed HEU would facilitate 665 more housing units compared to buildout analyzed in the 2017 EIR, and therefore could potentially facilitate more development on sites containing hazardous materials in underlying groundwater or soils. However, the amount and type of soil disturbance would be similar to what was analyzed under the 2017 EIR as development would be facilitated on previously disturbed soils and on underutilized and non-vacant sites. Future development would be required to adhere to all applicable federal, State, and local regulations regarding cleanup and reuse of a site with hazardous materials, as well as policies within the Safety Element of the 2030 Comprehensive Plan, which would reduce impacts to a less than significant level. Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

As discussed in the 2017 EIR, the Comprehensive Land Use Plan (CLUP) for the Palo Alto Airport was adopted in November 2008 by the Santa Clara County Airport Land Use Commission (ALUC) and the city amended the Comprehensive Plan in 2009 to incorporate the CLUP (Santa Clara County Airport Land Use Commission 2016). The CLUP includes policies intended to safeguard the general welfare of the inhabitants within the vicinity of the airport and ensure that new surrounding uses do not affect the airport's continued safe operation (City of Palo Alto 2017a). Unlike Scenario 6 of the 2017 EIR, the proposed HEU would allow residential uses in the ROLM

zone south of US 101. This area is within the Palo Alto Airport's Airport Influence Area, however, this area is not located in the airport's inner or outer safety zone and is outside of the aircraft noise contours. Future development in the height restricted areas surrounding the airport would be subject to Federal Aviation Regulations (FAR) Part 77, *Objects Affecting Navigable Airspace*, which establishes imaginary surfaces for airports and runways as a means to identify objects that are obstructions to air navigation. Any penetrations of the FAR Part 77 surface are subject to review on a case-by-case basis. If a safety problem is found to exist, the Federal Aviation Administration (FAA) may issue a determination of a hazard to air navigation (Santa Clara County Airport Land Use Commission 2016). The City of Palo Alto establishes and enforces height restrictions in these areas.

Therefore, with compliance with existing regulations, the proposed HEU would not interfere with an airport land use plan or create an airport-related safety hazard, and impacts would be less than significant. This impact would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

As discussed in the 2017 EIR, the Palo Alto Office of Emergency Services (OES) is responsible for coordinating agency response to disaster or other large-scale emergencies in Palo Alto with assistance from the Santa Clara County Operational Area in accordance with the State of California Standardized Emergency Management System. The Palo Alto Emergency Operations Plan (EOP) establishes policy direction for emergency planning, mitigation, response, and recovery activities within the city. The Palo Alto EOP addresses interagency coordination, procedures to maintain communication with County and State emergency response teams, and methods to assess the extent of damage and management of volunteers. With participation from the City of Palo Alto and other local agencies, ABAG created an umbrella Hazard Mitigation Plan entitled "Taming Natural Disasters." In addition, the city participated in development of and has since adopted the Regional Catastrophic Earthquake Mass Transportation Plan, which is an annex to the San Francisco Bay Area Regional Emergency Coordination Plan and addresses mass transportation/evacuation issues in response to a major earthquake (City of Palo Alto 2017a). As discussed in Section 4.13, *Public Services and Recreation*, future development in Palo Alto would be required to conform to the latest fire code requirements, including provisions for emergency access. With adherence to existing Comprehensive Plan policies and other regulations, implementation of the proposed HEU would not impair or interfere with an emergency response or evacuation plan. Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

g. Would the project expose people or structures, either directly or indirectly, to a risk of loss, injury, or death involving wildland fires?

As shown in Map S-8 of the 2017 EIR, much of the area surrounding Palo Alto west of I-280 is considered to have a moderate and high risk of wildland fire, whereas all of the urbanized areas do not have any wildland fire hazards. Since the proposed HEU would facilitate development in non-vacant and underutilized sites in urbanized areas, wildfire risk to future residents would be low. Future development would be subject to the CAL FIRE Strategic Plan and the California Fire Code (CFC), pursuant to Chapter 15.04 of the PAMC. The CFC requires the clearance of debris and vegetation within a prescribed distance from structures in wildlife hazard areas. Additionally, future development would be located in proximity to Palo Alto Fire Stations 1, 2, 3, and 4. Cooperative fire service agreements with the Central County Fire Department (CCFD), City of Menlo Park, City of Mountain View, Woodside Fire Protection District, and Stanford University would further assist the city in protecting people and structures from potential wildland fires. Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would be required to comply with federal, State, and local regulations pertaining to hazards and hazardous materials which would reduce impacts to a less than significant level. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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10 Hydrology and Water Quality

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
Would the project:					
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	EIR Pages 4.8-11 through 4.8-13	No	No	No	Yes
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	EIR Page 4.8-13 through 4.8-16; 4.8-20 through 4.8-22	No	No	No	N/A
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:					
(i) Result in substantial erosion or siltation on- or off-site;	EIR Pages 4.8-16 through 4.8-17	No	No	No	Yes
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	EIR Pages 4.8-19 through 4.8-20	No	No	No	Yes
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	EIR Pages 4.8-19 through 4.8-20	No	No	No	Yes
(iv) Impede or redirect flood flows?	EIR Pages 4.8-22 through 4.8-23	No	No	No	Yes

**IMPACT ANALYSIS
HYDROLOGY AND WATER QUALITY**

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	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Do Information Result in New or Substantially More Severe Impacts?	EIR Mitigation Measures Address and/or Resolve Impacts?
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	EIR Pages 4.8-23 through 4.8-26	No	No	No	N/A
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	N/A	No	No	No	Yes

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.8 of the 2017 EIR analyzes impacts to hydrology and water quality. The 2017 EIR determined that the 2030 Comprehensive Plan could substantially degrade or deplete groundwater resources or interfere substantially with groundwater recharge since there is a potential for localized lowering of the shallow aquifer during construction dewatering activities. However, implementation of mitigation measure HYD-2 would reduce impacts to a less than significant level. The 2017 EIR found that the 2030 Comprehensive Plan would not violate any water quality standards or waste discharge requirements with compliance with the NPDES General Construction Permit (GCP), SWPPP requiring incorporation of BMPs, and Low Impact Development (LID) treatment measures. The 2017 EIR also states that the 2030 Comprehensive Plan would not increase the rate of stormwater runoff or alter the existing drainage pattern; result in stream bank instability; result in new or increased flooding on- or off-site or exceed the capacity of stormwater drainage systems in local streams; or provide substantial additional sources of pollutants associated with urban runoff or otherwise substantially degrade surface or ground water quality. The 2017 EIR determined that the 2030 Comprehensive Plan would not substantially impede or redirect flood flows through placement of structures within the 100-year flood hazard area with compliance with the National Flood Insurance Program (NFIP) and Flood Hazard Regulations in the PAMC. Additionally, the 2030 Comprehensive Plan would not expose people or structures to a significant risk or loss, injury or death involving flooding by placing housing or other development within a 100-year flood hazard area or a levee or dam failure inundation area and would not result in impacts from inundation by seiche, tsunami, or mudflow.

Table 19 lists the mitigation measures from the 2017 EIR related to Hydrology and Water Quality.

Table 19 2017 EIR Mitigation Measures: Hydrology and Water Quality

Mitigation Measure #	Mitigation Text
Impact HYD-2: The proposed Plan could substantially degrade or deplete ground water resources or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level. (Significant and Mitigable)	
HYD-2	<p>To reduce potential impacts associated with construction dewatering the proposed Plan shall include policies that address the following topics:</p> <ul style="list-style-type: none"> ▪ Impacts of basement construction for single-family homes on adjacent properties, public resources, and the natural environment. ▪ Conservation of subsurface water resources. ▪ Reduced residential basement dewatering and other excavation activities. ▪ Construction techniques and recharge strategies to reduce subsurface and surface water impacts. ▪ Monitoring of dewatering and excavation projects. ▪ Cooperation with other jurisdictions and regional agencies to protect groundwater. ▪ Protection of groundwater from the adverse impacts of urban use.

Source: City of Palo Alto 2016

PROJECT-SPECIFIC IMPACTS

a. Would the project violate any water quality standards or waste discharge requirements?

Similar to what was assumed in the 2017 EIR, although development under the proposed HEU would occur on non-vacant and underutilized sites in previously disturbed areas, ground-disturbing activities would still have the potential to cause soil erosion from exposed soil, an accidental release of hazardous materials used for equipment such as vehicle fuels and lubricant, or temporary siltation from storm water runoff. If uncontrolled during construction, soil erosion and water pollutants could have adverse offsite effects on water quality. However, future development that would disturb one or more acre of land would be required to comply with the NPDES GCP as well as prepare a SWPPP that requires the incorporation of BMPs to control sedimentation, erosion, and hazardous materials contamination of runoff during construction. Additionally, projects that apply for a grading permit must also comply with the City of Palo Alto’s grading and erosion and sediment control requirements pursuant to PAMC Chapter 16.28, which require project applicants to submit an erosion and sediment control plan for review by the City prior to the issuance of grading permits. Pursuant to Chapter 16.11 of the PAMC, permanent stormwater pollution prevention measures must also be incorporated into future projects. These may include but are not limited to minimization of impervious surfaces; construction of sidewalks, walkways, and/or patios with permeable surfaces; and minimization of disturbances to natural drainages. Furthermore, all new and redevelopment projects that create or replace 10,000 square feet or more of impervious surface must incorporate site design, source control, and Low Impact Development (LID) treatment measures to the maximum extent practicable. Also, all development or redevelopment projects that create or replace one acre or more of impervious surface and are located in a hydromodification area must implement hydromodification management measures (i.e., post-project runoff rates shall not exceed estimated pre-project rates and durations) (City of Palo Alto 2017a).

If groundwater is encountered, future development would be required to comply with the City's *Construction Dewatering System Policy and Plan Preparation Guidelines*, which require excavation activities that may encounter groundwater to submit a Construction Dewatering Plan to the City's Public Works Department (City of Palo Alto 2020). The Public Works Department would review and permit the dewatering plan prior to commencement of dewatering as part of the Street Work Permit process. The Construction Dewatering Plan must comply with the City's Guidelines that require that water be tested for contaminants prior to initial discharge and at intervals during dewatering. In the dewatering plan, the applicant must include provisions for keeping sediment and contaminated groundwater out of the storm drain system (City of Palo Alto 2017a).

Therefore, with compliance with the NPDES GCP, the Municipal Regional Permit (MRP), preparation of a SWPPP, and implementation of site design, source control, and LID treatment control measures for new development would reduce impacts to a less than significant level. This impact would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The proposed HEU would substantially degrade or deplete groundwater resources or interfere substantially with groundwater recharge if future development would use significant amounts of groundwater for water supply or would significantly increase impervious surfaces or construction dewatering. Since the City receives 100 percent of its potable water from the San Francisco Public Utilities Commission (SFPUC), which obtains its supply from surface water sources, the proposed HEU would not substantially degrade or deplete groundwater resources. Implementation of LID measures, which prioritize the use of on-site infiltration, would also result in some level of groundwater recharge. Although the proposed HEU could potentially increase impervious surfaces within the city more than what was analyzed under the 2017 EIR, future development would be facilitated on non-vacant and underutilized sites that are already built-out. Additionally, future development would be required to comply with Section 18.40.130(f) of the PAMC which lists guidelines for landscaping and pervious paving to accommodate filtration of stormwater runoff from impervious areas.

As shown in the Palo Alto groundwater dewatering map, construction dewatering sites in 2020 to 2022 were located primarily along the west of Oregon Expressway and Evergreen Park (City of Palo Alto 2022d). Under the proposed HEU, a few housing sites would be located east of Oregon Expressway and near the Evergreen Park area. Therefore, impacts would be potentially significant. However, with compliance with the City's *Construction Dewatering System Policy and Plan Preparation Guidelines* and implementation of policies L-3.5 and N-4.8 of the 2030 Comprehensive Plan EIR, adopted in compliance with Mitigation Measure HYD-2 outlined in the 2017 EIR, impacts associated with construction dewatering would be less than significant.

Therefore, this impact would be less than significant, and would be generally less than the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- c.(i) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site?*
- c.(ii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*
- c.(iii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*
- c.(iv) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows?*

Similar to Scenario 6 of the 2017 EIR, the proposed HEU would not convert open space areas, creeks, or wetlands to impervious surfaces or require the alteration of the course of an existing stream or river. The proposed HEU would facilitate development on non-vacant and underutilized sites in urbanized areas. Future development would be required to implement construction phase BMPs as well as post-construction site design measures, source control measures, and stormwater LID treatment measures. Additionally, future development that disturbs one or more acre of land would be required to prepare and submit a SWPPP to the State Water Resources Control Board (SWRCB) that describes the measures to control discharges from construction sites. Pursuant to PAMC Chapter 16.28, projects that apply for a grading permit must also comply with the City of Palo Alto's grading and erosion and sediment control requirements, which require project applicants to submit an erosion and sediment control plan for review by the city prior to the issuance of grading permits. Furthermore, pursuant to Chapter 16.11 of the PAMC, permanent stormwater pollution prevention measures must also be incorporated into future projects.

MRP-regulated projects would be required to treat 80 percent or more of the volume of annual runoff for volume-based treatment measures. Projects that create or replace 2,500 square feet or more, but less than 10,000 square feet, of impervious surface must implement site design measures to reduce stormwater runoff. All future development that satisfies Provision C.3 of the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) would be required to implement post-construction stormwater controls into the design of the project. New on-site storm drain systems in the city must be designed to convey the stormwater runoff

from a 10-year storm and project applicants must demonstrate that the runoff from the site to the City's storm drain system will not exceed its carrying capacity. In addition, the City's Department of Public Works requires new development to provide storm drain flow and detention calculations that compare pre- and post-project flow rates and volumes. The calculations must be signed and stamped by a registered civil engineer. On-site stormwater detention may also be required to lessen the project's impact on the City's storm drain system. A final grading and drainage plan must be prepared by a licensed professional that shows the existing and proposed on-site drainage layout, locations, and elevations and shows the conveyance of stormwater to the nearest City storm drain system. Existing drainage patterns, including the accommodation of off-site runoff, must be maintained (City of Palo Alto 2017a).

Therefore, facilitation of development on already built-out sites and compliance with existing State and local regulations related to stormwater would reduce impacts to a less than significant level. Therefore, this impact would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

d. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

As discussed in the 2017 EIR, only the Baylands area of Palo Alto is within a tsunami inundation zone and this is a large area of undisturbed marshlands open for recreational access. None of the housing inventory sites facilitated by the proposed HEU would be located in the Baylands area. Additionally, mud and debris flows can occur in the southern, mountainous area of Palo Alto. These areas are maintained as open space and none of the housing inventory sites are located within areas susceptible to mud or debris flows. The proposed HEU would facilitate development on flat and urbanized sites away from crests and steep ridges. Therefore, impacts would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

As discussed under Impact (a), the proposed HEU would not violate water quality or degrade water quality during construction or operation.

The City of Palo Alto is under the jurisdiction of the San Francisco Bay RWQCB. The San Francisco Bay RWQCB provides permits for projects that may affect surface waters and groundwater locally and is responsible for preparing the Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan). The Basin Plan designates beneficial uses of water in the region and establishes narrative and numerical water quality objectives. The Basin Plan serves as the basis for the San Francisco Bay RWQCB's regulatory programs and incorporates an implementation plan for achieving water quality objectives (California Water Board 2017). The

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proposed project would not interfere with the objectives and goals in the EIR. The impact would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would be required to comply with federal, State, and local regulations as well as policies adopted in compliance with Mitigation Measure HYD-2 pertaining to hydrology and water quality which would reduce impacts to a less than significant level. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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11 Land Use and Planning

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
Would the project:					
a. Physically divide an established community?	EIR Page 4.9-13 through 4.9-15	No	No	No	N/A
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	EIR Pages 4.9-3 through 4.9-13	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.9, *Land Use and Planning*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to land use. The 2017 EIR found that the 2030 Comprehensive Plan could adversely change the type or intensity of existing or planned land use patterns in the area, and therefore mitigation measure LAND-1 would be required to guide the change in density and character in order to avoid or minimize potential impacts to a less than significant level. Additionally, the 2030 Comprehensive Plan would allow development that could be incompatible with adjacent land uses or with the general character of the surrounding area, including density and building height. Therefore, implementation of mitigation measures LAND-2 would be required to ensure development is compatible with adjacent land uses and that the general character in Palo Alto is maintained. The 2030 Comprehensive Plan states that the 2030 Comprehensive Plan would not allow development that could conflict with established residential, recreational, educational, religious, or scientific uses of an area; would not allow new development that could conflict with any applicable City land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect; and would not conflict with an applicable habitat conservation plan or natural community plan. However, Scenario 6 of the 2030 Comprehensive Plan would include transportation improvements at existing roadways and rail corridors that could potentially physically divide existing communities. As a result, Mitigation Measure LAND-5 would be required to promote connectivity and context-sensitive design of infrastructure improvements and to reduce impacts to a less than significant level.

Table 20 lists mitigation measures related to land use and planning in the 2017 EIR.

Table 20 2017 EIR Mitigation Measures: Land Use and Planning

Mitigation Measure #	Mitigation Text
Impact LAND-1: The proposed Plan could adversely change the type or intensity of existing or planned land use patterns in the area. (Potentially Significant and Mitigable)	
LAND-1	To ensure that the intensity of future development would not adversely change the land use patterns or affect the livability of Palo Alto neighborhoods, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> ▪ Strengthening of residential neighborhoods. ▪ Vitality of commercial areas and public facilities. ▪ High-quality building and site design. ▪ Architectural compatibility of new development. ▪ Promotion of appropriate infill development. ▪ Gradual transitions in the scale of development where residential districts abut more intense uses.
Impact LAND-2: The proposed Plan would allow development that could be incompatible with adjacent land uses or with the general character of the surrounding area, including density and building height. (Potentially Significant and Mitigable)	
LAND-2	Implement Mitigation Measure LAND-1. In addition, to further reduce potential impacts to visual character and ensure compatibility with adjacent land uses, the proposed Plan shall include policies that address the following topic: <ul style="list-style-type: none"> ▪ Architectural standards that address land use transitions.
Impact LAND-5: The proposed Plan could physically divide an established community. (Potentially Significant and Mitigable)	
LAND-5	To avoid potential impacts from physically dividing an established community, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> ▪ Enhanced connections to and from parks, schools, and community facilities for all users. ▪ Safe and convenient pedestrian, bicycle, and transit connections between residential areas and commercial centers. ▪ Cooperation with other agencies to improve circulation connections. ▪ Grade separation of rail crossings.

Source: City of Palo Alto 2016

PROJECT-SPECIFIC IMPACTS

a. Would the project physically divide an established community?

The proposed HEU would not divide a community; rather, it is designed to meet the City’s RHNA and includes implementation programs that would promote the development of existing non-vacant, underdeveloped, or underutilized sites, thereby locating people closer to existing employment, goods and services within an established community. Unlike Scenario 6 of the 2017 EIR, which included changes to transportation infrastructure, the proposed HEU would not involve the construction of barriers, such as new roads or other linear development or infrastructure, that would divide the existing communities or neighborhoods. Existing roadways would not be permanently blocked, and temporary construction would not limit access to a community or restrict movement within a community. Nonetheless, future development would continue to implement policies T-1.17 and T-1.19 of the 2030 Comprehensive Plan EIR, adopted in compliance with Mitigation Measure LAND-5 from the 2017 EIR, which would further reduce

impacts to a less than significant level. Therefore, this impact would be less than significant with mitigation, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- b. Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

The proposed HEU would provide a framework for introducing new housing at all levels of affordability that is within access to transit, jobs, services, and open spaces. Through its identification of sites for future development and implementation of housing programs, the project would encourage development of up to 6,695 new residential units, which would address the City's fair share housing needs as quantified in the RHNA plus buffer. As shown in Table 2, with entitled and proposed development, ADUs, underutilized sites with no rezoning required, and rezoning to meet the RHNA, a total of 6,807 units can be accommodated, which is more than the RHNA plus 10 percent buffer of 6,695 units.

The proposed HEU would also include zoning ordinance and zoning map amendments to increase permitted density, floor area, and height in the RM-20, RM-30, CN, CC, and CS zones, and permit residential development in the ROLM and GM zones. Although the proposed HEU would allow residential development in the ROLM and GM zones, the corresponding Research/Office Park Comprehensive Plan land use designations for these zones already permit multi-family residential uses and mixed use.

The following analysis discusses the project's consistency with relevant and applicable plans and regulations, including Plan Bay Area 2050 and the 2030 Comprehensive Plan. Consistency with Plan Bay Area is presented in Table 21, and consistency with the Comprehensive Plan is presented in Table 22. The project is determined to be either "consistent" or "inconsistent" with the identified goals and policies.

PLAN BAY AREA 2050

As shown in Table 21, the project would be consistent with the key goals and strategies of Plan Bay Area 2050. Therefore, the project would not conflict with Plan Bay Area 2050 and impacts would be less than significant.

Table 21 Project Consistency with Plan Bay Area 2050

Measure	Proposed HEU Project Consistency
Housing. Spur Housing Production for Residents of all Income Levels	
<p>H1. Further strengthen renter protections beyond state law. Building upon recent tenant protection laws, limit annual rent increases to the rate of inflation, while exempting units less than 10 years old.</p>	<p>Consistent. The HEU analyzes housing needs for present and future residents. The City’s Regional Housing Needs Assessment (RHNA) allocation is 6,086 units, which are distributed across over four income levels. The units would be distributed as is over the four income levels: 1,556 extremely low and very low units, 896 low units, 1,013 moderate units, and 2,621 above moderate units. The allocation described would be protected and not altered. Furthermore, Policy 4.3 of the proposed HEU encourages new high-quality rental housing and Program 6.6 ensures fair housing by instituting tenant protections to prevent anti-displacement and requiring a 90-day notice for rent increases of 6 percent instead of the State’s 10 percent threshold for noticing.</p>
<p>H2. Preserve existing affordable housing. Acquire homes currently affordable to low and middle-income residents for preservation as permanently deed-restricted affordable housing.</p> <p>H4. Build adequate affordable housing to ensure homes for all. Construct enough deed-restricted affordable homes to fill the existing gap in housing for the unhoused community and to meet the needs of low-income households.</p>	<p>Consistent. As described above, the Housing Element Update is required to provide 1,556 extremely low and very low units, 896 low units, and 1,013 moderate units. Affordable housing would be preserved for these income levels. HEU Goal 2.0 Affordable Housing and policies and programs under this goal would ensure housing affordability in Palo Alto especially for people at the lowest income levels.</p>
<p>H3. Allow a greater mix of housing densities and types in Growth Geographies. Allow a variety of housing types at a range of densities to be built in Priority Development Areas, select Transit-Rich Areas and Select High-Resource Areas.</p>	<p>Consistent. As shown in Figure 2-3 of the Project Description (Housing Element Update Sites Inventory Locations), many of the housing inventory sites are generally located in areas near major transportation corridors such as along El Camino Real or in transit-accessible Priority Development Areas (PDAs) such as the California Avenue area and the Downtown area, as well as near existing residential and commercial development. HEU Policies 3.1, 3.3, and 4.4 also aim to promote transit-oriented new construction and encourage construction of new high-density housing on major transit corridors in proximity to transit stations.</p>
<p>H5. Integrate affordable housing into all major housing projects. Require a baseline of 10-20% of new market-rate housing developments of five units or more to be affordable to low-income households.</p>	<p>Consistent. Pursuant to the City’s Below Market Rate (BMR) Housing Purchase Program, the city requires that developers for new development with three or more residential units to contribute at least 15 percent of those units at below market rates, and projects with seven or more units are required to provide one or more BMR units within the development (City of Palo Alto 2023). Additionally, HEU Goal 2.0 Affordable Housing aims to ensure Palo Alto residents have access to quality housing at a range of housing options and prices.</p>
<p>EN4. Maintain urban growth boundaries. Using urban growth boundaries and other existing environmental protections, focus new development within the existing urban footprint or areas otherwise suitable for growth, as established by local jurisdictions.</p>	<p>Consistent. The proposed HEU would facilitate development of housing on underutilized sites in urbanized areas of the city, which would reduce pressure to develop open space areas. By placing residents close to jobs, commercial services, and alternative methods of transportation, the project would reduce greenhouse gas emissions and other criteria pollutants associated with vehicle use to help communities stay healthy and safe.</p>
<p>Source: ABAG 2021</p>	

CITY OF PALO ALTO 2030 COMPREHENSIVE PLAN

As shown in Table 22, the project would be consistent with the goals, policies, and actions within the 2030 Comprehensive Plan. As noted under Government Code Section 65589.5(a), the Legislature has concluded that “the lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California.” More specifically, the Legislature’s stated intent is “to assure that counties and cities recognize their responsibilities in contributing to the attainment of the state housing goal...to assure that counties and cities will prepare and implement housing elements which...will move toward attainment of the state housing goal” (Government Code Section 65581). The project would help meet the city’s RHNA allocation, as well as efficiently utilize non-vacant, underutilized, and underdeveloped lots within the city to increase the supply of housing. The project would encourage development of housing, which is supportive of the city’s goal and policies.

Table 22 Project Consistency with Relevant 2030 Comprehensive Plan Goals and Policies

Comprehensive Plan Policy	Proposed HEU Project Consistency
Land Use Element	
<p>Policy L-1.2: Limit future urban development to currently developed lands within the urban service area. The boundary of the urban service area is otherwise known as the urban growth boundary. Retain undeveloped land west of Foothill Expressway and Junipero Serra as open space, with allowances made for very low-intensity development consistent with the open space character of the area. Retain undeveloped land northeast of Highway 101 as open space.</p>	<p>Consistent. Most of the housing inventory sites are located in areas near major transportation and commercial corridors such as along El Camino Real or in transit-accessible PDAs such as the California Avenue area and the Downtown area, or are located in commercial areas such as GM/ROLM zones. None of the housing inventory sites are located in areas designated as open space.</p>
<p>Policy L-2.4: Use a variety of strategies to stimulate housing, near retail, employment, and transit, in a way that connects to and enhances existing neighborhoods.</p>	<p>Consistent. As shown in Figure 3 of the Project Description (Housing Element Update Sites Inventory Locations), most of the housing inventory sites are located in areas near major transportation and commercial corridors such as along El Camino Real or in transit-accessible PDAs such as the California Avenue area and the Downtown area, as well as near existing residential and commercial development. The proposed HEU would also encourage residential uses in areas shown on Figure 4 and Figure 5. These areas are located near existing services. The addition of housing in the GM/ROLM zones shown on Figure 4 would place housing near services (including those in Mountain View) and on underutilized commercial parcels. Overall, the proposed HEU would create walkable neighborhoods and increase transit ridership.</p>
<p>Policy L-2.8: When considering infill redevelopment, work to minimize displacement of existing residents.</p>	<p>Consistent. The proposed HEU would facilitate development on non-vacant and underutilized sites. Program 6.6 of the HEU ensures tenant protections and prevents anti-displacement.</p>
<p>Policy L-2.9: Facilitate reuse of existing buildings.</p>	<p>Consistent. The proposed HEU would not hinder reuse of existing buildings by facilitating development on non-vacant and underutilized sites in urbanized areas.</p>

Comprehensive Plan Policy	Proposed HEU Project Consistency
<p>Policy L-1.3: Infill development in the urban service area should be compatible with its surroundings and the overall scale and character of the city to ensure a compact, efficient development pattern.</p> <p>Policy L-3.1: Ensure that new or remodeled structures are compatible with the neighborhood and adjacent structures.</p> <p>Policy L-6.1: Promote high-quality design and site planning that is compatible with surrounding development and public spaces.</p> <p>Policy L-6.2: Use the Zoning Ordinance, design review process, design guidelines and Coordinated Area Plans to ensure high quality residential and commercial design and architectural compatibility.</p>	<p>Consistent. Development facilitated by the proposed HEU would be subject to the City’s Major Architectural Review which includes a hearing and recommendation by the Architectural Review Board on whether the individual project is consistent with the findings for Architectural Review outlined in PAMC Section 18.76.020. This process aims to promote orderly and harmonious development in the city and promote visual environments that are of high aesthetic quality and variety and which, at the same time, are considerate of each other. Additionally, future development in locations within specific area plans would be required to adhere to development guidelines outlined within the respective coordinated area plans, such as the North Ventura Coordinated Area Plan following its adoption. If projects qualify for streamlined review, multifamily projects would be subject to objective design standards that aim to create high-quality design and compatibility with surrounding uses and character.</p>
<p>Transportation Element</p> <p>Policy T-1.3: Reduce GHG and pollutant emissions associated with transportation by reducing VMT and per-mile emissions through increasing transit options, supporting biking and walking, and the use of zero-emission vehicle technologies to meet City and State goals for GHG reductions by 2030.</p>	<p>Consistent. As shown in Figure 3 (Housing Element Update Sites Inventory Locations), most of the housing inventory sites are located in areas near major transportation corridors such as along El Camino Real, or in transit-accessible PDAs such as the California Avenue area and the Downtown area, as well as near existing residential and commercial development. HEU Policies 3.1, 3.3, and 4.4 also aim to promote transit-oriented new construction and encourage construction of new high-density housing on major transit corridors in proximity to transit stations. The addition of housing in the GM/ROLM zones shown on Figure 4 would place housing near services (including those in Mountain View) and on underutilized commercial parcels. Pursuant to Section 16.14.420 of the PAMC, new multi-family residences would be required to provide at least one EVSE Ready outlet or EVSE installed for each residential unit in the structure for residential parking, and would be required to provide Conduit Only, EVSE Ready Outlet, or EVSE installed for at least 25 percent of guest parking spaces, among which at least 5 percent shall be EVSE installed. Future development facilitated by the project would be required to comply with the most updated EV requirements in both the City’s Reach Code and Title 24 at the time of construction.</p>

Source: City of Palo Alto 2017b

As shown in Table 21 and Table 22, the proposed HEU would not conflict with applicable goals and policies in Plan Bay Area 2050 or the 2030 Comprehensive Plan. Therefore, impacts would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would not physically divide an established community or conflict with any applicable land use plan, policy, or regulation, and

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impacts would be less than significant with mitigation. Therefore, the project would not have any
 in new significant effects not addressed in the prior EIR, and no new mitigation measures are
 warranted. This issue **does not require further study in an EIR.**

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12 Mineral Resources

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
Would the project:					
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	EIR Pages 7-2 through 7-3	No	No	No	N/A
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	EIR Pages 7-2 through 7-3	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

The City’s Comprehensive Plan EIR analyzes mineral resources in Chapter 7, *CEQA-Mandated Sections*, and found that no impacts related to mineral resources would occur.

PROJECT-SPECIFIC IMPACTS

- a. *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*
- b. *Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?*

According to the 2017 EIR, most of the city is classified as MRZ-1⁹, MRZ-3¹⁰, or MRZ-4¹¹, meaning that no significant mineral deposits are present or data does not exist to identify the significance of mineral deposits (City of Palo Alto 2017a). Therefore, there would be no impacts regarding mineral resources, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because here would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

⁹ MRZ-1: Adequate information indicates that no significant mineral deposits are present or likely to be present.

¹⁰ MRZ-3: The significance of mineral deposits cannot be determined from the available data.

¹¹ MRZ-4: There is insufficient data to assign any other MRZ designation.

**IMPACT ANALYSIS
MINERAL RESOURCES**

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CONCLUSION

As with what was analyzed under the 2017 EIR, there would be no impacts related to mineral resources. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

13 Noise

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?	
Would the project result in:						
a.	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	EIR Pages 4.10-2 through 4.10-18; 4.10-21 through 4.10-26	No	No	No	Yes
b.	Generation of excessive ground-borne vibration or groundborne noise levels?	EIR Pages 4.10-18 through 4.10-21	No	No	No	N/A
c.	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	EIR Pages 4.10-26 through 4.10-28	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.10, *Noise*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to on-site operational noise, traffic noise, and construction noise. The 2017 EIR found that impacts related to long-term non-transportation, operational noise would be potentially significant due to zoning changes for commercial and residential uses, and mitigation measure NOISE-1a would be required to reduce impacts to a less than significant level. The 2017 EIR also found that transportation noise impacts related to aircraft and railway noise sources would be potentially significant due to encroachment of land uses near aircraft facilities, along with unknown future operations patterns, which could potentially result in unacceptable aircraft-related noise environments from one or both of these Palo Alto-based facilities (Stanford University Hospital helipad and the Palo Alto Airport). Therefore, mitigation measures NOISE-1b and NOISE-1c would be required to reduce impacts to a less than significant level. Additionally, the 2030 Comprehensive Plan would have the potential to result in noise level increases such that L_{dn} would increase by three dB, causing the L_{dn} in existing residential areas to exceed 60 dBA. Implementation of mitigation measures NOISE-2 and NOISE-3 would be required to reduce

impacts from long-term operational noise as well as transportation noise and railway noise to a less than significant level.

The 2017 EIR determined that the 2030 Comprehensive Plan would have the potential to result in indoor noise levels for residential development to exceed 45 dB L_{dn}, and mitigation measures NOISE-4a and NOISE-4b would be required to reduce indoor noise impacts to a less than significant level. Furthermore, the 2030 Comprehensive Plan would have the potential to expose persons to or generate excessive ground-borne vibration or ground-borne noise levels, and therefore impacts related to temporary construction-related vibration, long-term operational vibration, and railway-related vibration could be potentially significant, requiring implementation of mitigation measures NOISE-5a and NOISE-5b to reduce vibration impacts to a less than significant level. The 2017 EIR also concluded that the 2030 Comprehensive Plan would have the potential to expose people to noise levels in excess of established State standards and standards established in the local General Plan or noise ordinance since previous Comprehensive Plan policies do not require acoustical analyses to demonstrate compliance with applicable interior or exterior noise compatibility standards. Therefore, implementation of mitigation measures NOISE-6 and NOISE-7 would be required to ensure that pertinent exterior and interior noise environments would comply with City guidelines and State standards. Additionally, the 2030 Comprehensive Plan could result in a potentially substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project since certain construction activities may lead to substantial temporary or periodic increases to ambient noise levels. Mitigation measure NOISE-8 would be required to reduce impacts to a less than significant level.

The 2017 EIR found that the 2030 Comprehensive Plan would not expose people residing or working within an airport land use plan or within two miles of a public airport to excessive noise levels since all areas of Palo Alto are miles outside of the pertinent 65 dBA CNEL noise contour of medium or large airports including the Moffett Federal Airfield (KNUQ), San Carlos Airport (KSQL), San Jose International Airport (SJC), San Francisco International Airport (SFO), and Oakland International Airport (OAK). Additionally, since only airport property and the golf course – neither of which are noise-sensitive land uses – are within the Palo Alto Airport’s 60 dBA CNEL noise contours, within-city public airport noise impacts would also be less than significant.

Table 23 lists mitigation measures related to noise in the 2017 EIR.

Table 23 2017 EIR Mitigation Measures: Noise

Mitigation Measure #	Mitigation Text
Impact NOISE-1: Implementation of the proposed Plan would have the potential to cause the average 24-hour noise level (Ldn) to increase by 5.0 decibels (dB) or more in an existing residential area, even if the Ldn would remain below 60 dB. (Potentially Significant and Mitigable)	
NOISE-1a	To ensure that average 24-hour noise levels associated with long term operational noise would not increase by 5.0 decibels (dB) or more in an existing residential area, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> ▪ Location of land uses in areas with compatible noise environments. ▪ Use of the guidelines in the “Land Use Compatibility for Community Noise Environment” table to evaluate the compatibility of proposed land uses with existing noise environments. ▪ Clear guidelines for maximum outdoor noise levels in residential areas. ▪ Adherence to the interior noise requirements of the State of California Building Standards Code (Title 24) and the Noise Insulation Standards (Title 25). ▪ Inclusion of a noise contour map in the proposed Plan. ▪ Reduction of noise impacts of development on adjacent properties. ▪ Updating for clarity the Noise Ordinance to make enforcement easier.
NOISE-1b	To ensure that aircraft noise would not increase average 24-hour noise levels by 5.0 decibels (dB) or more in an existing residential area, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> ▪ Compliance with the airport-related land use compatibility standards for community noise environments. ▪ Prohibition of incompatible land use development within the 60 dBA CNEL noise contours of the Palo Alto airport, as established in the adopted County of Santa Clara Airport Land Use Commission Comprehensive Land Use Plan (CLUP) for the Palo Alto Airport.
NOISE-1c	To ensure that railway noise would not increase average 24-hour noise levels by 5.0 decibels (dB) or more in an existing residential area, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> ▪ Noise spillover from rail-related activities into adjacent noise-sensitive areas. ▪ Reduction of impacts from noise and ground borne vibrations associated with rail operations. ▪ Guidelines for interior noise levels. ▪ Requirements for vibration impact analysis for future development projects.
Impact NOISE-2: Implementation of the proposed Plan would not cause the Ldn to increase by three dB or more in an existing residential area, thereby causing the Ldn in the area to exceed 60 dB. (Significant and Mitigable)	
NOISE-2	Implement Mitigation Measures NOISE-1a, NOISE-1b, and NOISE-1c.
Impact NOISE-3: Implementation of the proposed Plan would have the potential to cause an increase of three dB or more in an existing residential area where the Ldn currently exceeds 60 dB. (Potentially Significant and Mitigable)	
NOISE-3	Implement Mitigation Measures NOISE-1a, NOISE-1b, and NOISE-1c.
Impact NOISE-4: Implementation of the proposed Plan would have the potential to result in indoor noise levels for residential development to exceed an Ldn of 45 dB. (Potentially Significant and Mitigable)	
NOISE- 4a	Implement Mitigation Measure NOISE-1a.
NOISE-4b	The Land Use Noise Compatibility Guidelines established in the current Comprehensive Plan shall be maintained under all six scenarios.

Mitigation Measure #	Mitigation Text
Impact NOISE-5: Implementation of the proposed Plan would have the potential to expose persons to or generate excessive ground-borne vibration or ground-borne noise levels. (Potentially Significant and Mitigable)	
NOISE-5a	To ensure that future development would not result in significant construction-related vibration impacts, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> Requirements for construction and operations vibration impact analysis, to be prepared by a qualified acoustical consultant for development projects. Requirements for vibration mitigation plans to ensure compliance with the pertinent industry standards and City guidelines for projects that would experience vibration impacts during construction or operations. Limits for construction and operations vibration around vibration-sensitive receptors.
NOISE-5b	Implement Mitigation Measure NOISE-1c.
Impact NOISE-6: Implementation of the proposed Plan would have the potential to expose people to noise levels in excess of established State standards. (Potentially Significant and Mitigable)	
NOISE-6	Implement Mitigation Measures NOISE-4a and NOISE-4b
Impact NOISE-7: Implementation of the proposed Plan would have the potential to result in the exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance, or applicable standards of other agencies. (Potentially Significant and Mitigable)	
NOISE-7	Implement Mitigation Measures NOISE-1a, NOISE-1b, NOISE-1c, NOISE-4a, and NOISE-4b.
Impact NOISE-8: Implementation of the proposed Plan could result in a potentially substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. (Potentially Significant and Mitigable)	
NOISE-8	To ensure that future development would not result in significant impacts to sensitive receptors from construction noise, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> Construction noise limits around sensitive receptors. Monitoring and reporting plans for construction noise levels of larger development projects. Noise control measures to ensure compliance with the noise ordinance.

Source: City of Palo Alto 2016

PROJECT-SPECIFIC IMPACTS

- a. *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Standards for interior noise in Palo Alto are currently determined primarily through the Land Use Noise Compatibility Guidelines and interior noise standards set by Title 24 of the State Building Code, while standards for exterior noise are currently determined primarily through the City’s Noise Ordinance, or PAMC Chapter 9.10, and PAMC Section 18.42.190 which outlines requirements for noise and vibration. Although the proposed HEU would include 665 more residential units compared to buildout analyzed in the 2017 EIR and could therefore result in an increased amount of noise in excess of established standards, future development requiring discretionary approval would be required to conduct project-level acoustical analysis pursuant to Section 18.42.190 of the PAMC to demonstrate consistency with applicable land use compatibility requirements and noise standards.

CONSTRUCTION NOISE IMPACTS

Noise from increased construction could also temporarily or periodically increase ambient noise levels within the city. Engine noise reduction technology, including silencers, continues to improve, but heavy construction equipment still generates noise exceeding ambient levels that could cause intermittent annoyance to nearby receivers. Even with adherence to the city's allowed construction hours of 8 a.m. through 6 p.m. on Monday to Friday and 9 a.m. through 6 p.m. on Saturday, as well as maximum construction noise levels of 110 dBA at a distance of 25 feet pursuant to PAMC Section 9.10.060, it is likely that in certain cases these and other available methods to reduce noise would be inadequate to prevent a significant impact. Therefore, future development would also be required to comply with Policy N-6.11 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measure NOISE-8 of the 2017 EIR which would reduce noise impacts to a less than significant level. Therefore, this impact would be less than significant with mitigation, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

TRANSPORTATION-RELATED NOISE IMPACTS

AIRPORT/HELIPORT NOISE

As discussed in the 2017 EIR, because Palo Alto has only one heliport at Stanford University Hospital, and one airport, the Palo Alto Airport, notable increases in ambient noise levels from air traffic are not anticipated. However, encroachment of land uses near these aircraft facilities, along with unknown future operations patterns, could potentially result in unacceptable aircraft-related noise environments from one or both of these Palo Alto-based facilities. Aircraft operations may cause the L_{dn} to increase by five DB or more in an existing residential area. The proposed HEU does not envision housing inventory sites in proximity to the Stanford University Hospital helipad, and the closest housing inventory site from the Palo Alto Airport would be located approximately three miles southeast. As with the 2017 EIR, future development would be required to comply with policies L-10.3 and N-6.12 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measure NOISE-1b, which would reduce impacts from airport or heliport noise to a less than significant level, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

RAILWAY NOISE

As discussed in the 2017 EIR, with only one single railway alignment through the city, railway operations (primarily Caltrain pass-bys) are not anticipated to notably increase community noise levels, except in the immediate vicinity of the rail lines. However, the 2017 EIR determined that since a definitive assessment of operations increases cannot be determined, future railway operations could potentially cause the L_{dn} to increase by five dB or more in an existing residential area. Since the proposed HEU would facilitate an increased number of units

along Alma Street where Caltrain runs parallel, impacts could potentially be... However, future development would be required to comply with policies N-6.11 and N-6.14 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measure NOISE-1c, which would reduce impacts from railway noise to a less than significant level, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

OPERATIONAL NOISE IMPACTS

As discussed in the 2017 EIR, development would have the potential to receive noise from both highways and major arterials, and certain areas would require special noise-insulating features or construction techniques. Project-level acoustical analyses, at a minimum, would need to examine portions of individual housing sites nearest to major transportation corridors to measure current, 24-hour ambient noise levels and determine appropriate site design and/or construction techniques for noise attenuation. Future development facilitated by the proposed HEU would be required to conduct project-level acoustical analysis pursuant to Section 18.42.190 of the PAMC, and would be required to comply with policies N-6.1, 6.2, and 6.6 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measure NOISE-1a of the 2017 EIR, which would reduce impacts on interior noise to a less than significant level, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan.

The project allows for higher density/intensity land uses in some areas of Palo Alto than currently permitted, leading to additional vehicle trips on area roadways. Under full buildout of the project, an estimated 665 new units compared to buildout in the 2030 Comprehensive Plan would be added to Palo Alto. By generating new vehicle trips, new development would incrementally increase the exposure of land uses along roadways to traffic noise. Development facilitated by the project would increase vehicle trips in Palo Alto, depending on the location and intensity of individual projects. As discussed under Section 3, *Air Quality*, the proposed HEU would increase residential vehicle trips from 2015 conditions by 16.2 percent. It is unlikely that a vehicle trip growth of 16.2 percent would result in a 100 percent increase in traffic volumes on a given roadway segment. When analyzing roadway vehicle trips, a three dBA increase in noise is considered noticeable. A 40 percent increase in trips equates to a noise increase of less than 1.5 decibels. A 1.5 dBA increase in noise would not be perceptible, and the increase in traffic volumes on any given roadway segment is expected to be below 40 percent. A doubling of traffic volumes would be required to reach the threshold of noticeability (a 3-dba increase in noise levels). A doubling of traffic volumes on a roadway (i.e., a 100 percent increase) is not anticipated under the project, considering trips are only anticipated to increase by 16.2 percent. Traffic volumes on streets would not increase by 40 percent on average, and therefore increases in traffic noise would be less than perceptible. Increases in roadway noise would be less than significant generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

LONG-TERM OPERATIONAL NOISE IMPACTS

As discussed in the 2017 EIR, zoning changes could result in noise level increases such that L_{dn} would increase by three dB, causing the L_{dn} in a residential area to exceed 60 dBA L_{dn} . The proposed rezoning that would occur under the proposed HEU would allow for increased residential density in RM-20, RM-30, CN, CC, and CS zones, and would allow for residential uses in non-residential zones such as ROLM and GM zones. Therefore, as with the 2017 EIR, impacts would be potentially significant. However, future development would be required to comply with policies N-6.1, 6.2, and 6.6 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measures NOISE-2 and NOISE-3 of the 2017 EIR, which would reduce impacts from long-term operational noise to a less than significant level, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- b. *Would the project result in generation of excessive groundborne vibration or groundborne noise levels?*

As discussed in the 2017 EIR, groundborne vibration can be related to short-term impacts from construction activities, on-going impacts related to operation, or on-going impacts related to rail pass-bys.

CONSTRUCTION VIBRATION IMPACTS

Since the proposed HEU would include 665 more residential units compared to Scenario 6 of the 2017 EIR, vibration resulting from construction activities could occur more frequently; however, the intensity of vibration would be similar as analyzed previously as the type of equipment anticipated would be similar. Overall, vibration impacts related to construction would be short-term, temporary, and generally restricted to the areas in the immediate vicinity of active construction equipment. Methods to reduce vibration during construction would include the use of smaller equipment, use of well-maintained equipment, use of static rollers instead of vibratory rollers, and drilling of piles as opposed to pile driving. Methods to reduce human impacts of vibration from construction include limitations on construction hours and/or guidelines for the positioning of vibration-generating construction equipment. Construction would be localized and would occur intermittently for varying periods of time. Because specific, project-level information is not available at this time, it is not possible to quantify construction-related vibration impacts at specific sensitive receptors. Future development requiring discretionary approval would be required to undergo individual review to ensure construction vibration impacts are reduced. Nonetheless, vibration impacts could be potentially significant and construction of future development would be required to comply with policies N-6.3, 6.11, and 6.14 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measures NOISE-5a and NOISE-5b of the 2017 EIR, which would reduce construction-related vibration impacts to a less than significant level, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

OPERATIONAL VIBRATION IMPACTS

Future development would have a significant environmental effect involving operational vibration if it would increase the risk of harm to surrounding properties from such vibrational hazards. Since operation of residential housing development would not involve activities that would result in substantial vibration levels, such as use of heavy equipment or machinery, the project would not have any known environmental impact involving operational vibration. Additionally, future development would be required to comply with Section 18.42.190 of the PAMC which contains restrictions regarding the generation of vibration that is perceptible without instruments at the lot line of the receiving property. Therefore, impacts would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

RAILWAY PASS-BY VIBRATION IMPACTS

CEQA is concerned with the impacts of a project on the environment, and not the impacts of the environment on a project. A project would not have a significant environmental effect involving railway pass-by vibration, unless the project would increase the risk of harm to surrounding properties from such vibrational hazards. Therefore, the project would not have any known environmental impact involving railway pass-by vibration.

Even if CEQA were concerned with impacts of the environment on projects, the impact would be less than significant. The 2017 EIR states that Scenario 6 may result in long-term vibration impacts if sensitive land uses were allowed to be developed in proximity to existing railways. Since the proposed HEU would include 665 more residential units compared to Scenario 6 of the 2017 EIR, it would place more sensitive receptors in proximity to existing railways. These additional receptors would be exposed to similar vibration levels as considered in the 2017 EIR. While vibration impacts related to rail pass-bys would be short-term, temporary, and generally restricted to the areas in the immediate vicinity of a railway, vibration effects from on-going rail pass-bys could be objectionable. These vibration effects can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibrations at moderate levels, to slight structural damage at the highest levels. Vibration from rail pass-bys rarely reaches the levels that can damage structures, but groundborne vibration and groundborne noise can reach perceptible and audible levels in buildings that are close to railways. As such, appropriate setbacks, buffers, and/or other measures can largely eliminate these impacts since these basic techniques are particularly effective approaches to avoid vibration impacts. However, individual project review would still be needed to ensure appropriately reduced vibration impacts arising from rail pass-bys. Future development would also be required to comply with policies N-6.3, 6.11, and 6.14 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measures NOISE-5a and NOISE-5b of the 2017 EIR, which would reduce railway pass-by vibration impacts to a less than significant level, generally the same as the impact for the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- c. *For a project located within the vicinity of a private airstrip or an airport, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

As discussed in the 2017 EIR, the City of Palo Alto owns and operates the Palo Alto Airport (KPAO), a relatively small public air facility which primarily serves single-engine, general aviation (GA) aircraft. At the nearest points within city limits, Palo Alto is located approximately 2.6 miles to the west of Moffett Federal Airfield (KNUQ), 6 miles to the southeast of San Carlos Airport (KSQL), 10 miles to the northwest of the San Jose International Airport (SJC), 15 miles to the southeast of San Francisco International Airport (SFO), and 17 miles to the south of Oakland International Airport (OAK) (City of Palo Alto 2017a). As shown in Figure 5 of the Palo Alto Airport CLUP, none of the housing inventory sites are located within the airport's 55 to 70 CNEL noise contours, and therefore would not exceed the "Normally Acceptable" noise levels for compatibility for those land uses. Nonetheless, as with the 2017 EIR, future development would be required to comply with policies L-10.3 and N-6.12 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measure NOISE-1b, which would reduce impacts from airport or heliport noise to a less than significant level. Therefore, impacts would be less than significant with mitigation, and would be generally the same as the impact for the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would result in less than significant impacts regarding noise and vibration with implementation of policies adopted in compliance with Mitigation Measures NOISE-1a through NOISE-1c, NOISE-2, NOISE-3, NOISE-4a and NOISE-4b, and 5a and 5b of the 2017 EIR. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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14 Population and Housing

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
Would the project:					
a. Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	EIR Pages 4.11-5 through 4.11-10	No	No	No	Yes
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	EIR Pages 4.11-10 through 4.11-13	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.11, *Population and Housing*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to population and housing growth. The 2017 EIR found that Scenario 6 of the 2030 Comprehensive Plan could increase the total population from 65,685 persons in 2014 to 79,765 persons in 2030, resulting in an addition of 2,665 persons or a 3.34 percent increase from ABAG projections. However, the 2017 EIR concluded that the exceedance of ABAG projections is intended to help to lower the jobs-to employed-resident ratio by providing more local housing opportunities, thereby helping to alleviate the need for workers to commute to Palo Alto from other areas of the region. Therefore, the 2030 Comprehensive Plan would not directly or indirectly induce substantial population growth and impacts would be less than significant.

The 2017 EIR determined that the 2030 Comprehensive Plan would not displace a substantial number of existing housing or people or necessitate the construction of replacement housing elsewhere since the 2015-2023 Housing Element included policies and programs that protect existing residents, neighborhoods, and housing. Additionally, the 2030 Comprehensive Plan would not create a substantial imbalance between employed residents and jobs, and impacts would be less than significant.

PROJECT-SPECIFIC IMPACTS

- a. *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

For the purposes of this analysis, buildout under the proposed HEU would add up to 6,665 new residential units in the city by the year 2031, or approximately 665 residential units more than what was analyzed under Scenario 6 of the Comprehensive Plan EIR. Based on the estimated number of 2.51 residents per household, the additional 665 units compared to Scenario 6 would lead to an increase of approximately 1,670 new residents during the housing element cycle 2023 to 2031 assuming all of the estimated 665 units are built (DOF 2022).

Although the proposed HEU would increase residential units compared to Scenario 6, the State requires that all local governments adequately plan to meet the housing needs of their communities. Given that the State is currently in an ongoing housing crisis due to an insufficient housing supply, the additional units under the proposed project would further assist in addressing the existing crisis and meeting the housing needs of the City's communities. Furthermore, the proposed HEU would first be submitted to the HCD for review and approval to ensure that it would adequately address the housing needs and demands of the city. Approval by the HCD would ensure that population and housing growth under the proposed HEU would not be substantial or unplanned.

Additionally, growth under the proposed HEU would be concentrated in locations where such development is encouraged by adopted plans due to their proximity to transit and transportation corridors as well as located near commercial uses and services and on underutilized sites. The proposed HEU would facilitate infill growth, promote housing in close proximity to employment opportunities, and support regional planning efforts.

Lastly, this analysis is conservative because it assumes a maximum buildout scenario. The project's actual contribution to population growth may be less than estimated. In addition, the project would not involve the extension of roads or other infrastructure that could indirectly lead to population growth. The city is mostly developed and is supported by existing public services and infrastructure which are sufficient to serve the additional housing units. Therefore, the project would not result in substantial unplanned population growth, either directly or indirectly, and impacts would be less than significant, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- b. *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

"Substantial" displacement would occur if the proposed project would displace more residences than would be accommodated through growth facilitated by the project. The goal of the proposed project is to accommodate and encourage new residential development in Palo

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Alto. A portion of the housing units would be developed at a density range to accommodate low and very low-income housing as required to meet the 65% RHNA. Development under the proposed HEU would result in 665 more residential units compared to Scenario 6 of the 2017 EIR. The proposed buildout, in addition to existing and planned housing projects, would result in an overall increase in available housing which exceeds the City’s RHNA requirements. Therefore, overall, the proposed HEU would add to the City’s housing stock to meet housing goals.

On an individual site basis, it is possible that some redevelopment projects could result in displacement of current residents. However, the proposed HEU includes policies and programs to reduce displacement impacts. For example, Program 2.2 addresses the potential loss of rental housing and displacement of lower- and moderate-income households due to new development and ensures the retainment of a stock of affordable housing through a Below Market Rate (BMR) Program, while Program 6.6 of the proposed HEU aims to provide fair housing and Implementing Objective 6 serves to institute tenant protections to prevent anti-displacement.

Therefore, although the proposed HEU would provide additional housing in excess of RHNA requirements and Scenario 6, there are policies and programs in place to reduce displacement resulting from the proposed project, and impacts would be less than significant, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would not induce substantial unplanned population growth or displace substantial numbers of existing people and housing, and impacts would be less than significant. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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15 Public Services

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?	
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:						
a.	Fire protection?	EIR Page 4.12-9 through 4.12-11	No	No	No	N/A
b.	Police protection?	EIR Page 4.12-13 through 4.12-14	No	No	No	N/A
c.	Schools?	EIR Page 4.12-2 through 4.12-7	No	No	No	N/A
d.	Parks?	EIR Pages 4.12-17 through 4.12-20	No	No	No	N/A
e.	Other public facilities?	EIR Pages 4.12-22 through 4.12-24	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.12, *Public Services and Recreation*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to public services. The 2017 EIR states that the 2030 Comprehensive Plan would not result in an adverse physical impact associated with the construction of additional school facilities, fire protection facilities, police facilities, and libraries. Impacts would be less than significant. However, the 2017 EIR found that the 2030 Comprehensive Plan could result in an adverse physical impact from the construction of additional parks and recreation facilities since Scenario 6 would require new parkland to accommodate new development and meet the City’s parkland standard. Therefore, implementation of mitigation measure PS-7 would be required to reduce impacts to a less than significant level.

Table 24 lists mitigation measures related to public services and recreation in the 2017 EIR.

Table 24 2017 EIR Mitigation Measures: Public Services and Recreation

Mitigation Measure #	Mitigation Text
Impact PS-7: Implementation of the proposed Plan would result in an adverse physical impact from the construction of additional parks and recreation facilities in order to maintain acceptable performance standards. (Significant and Mitigable)	
PS-7	To address the potential physical impacts of park construction/improvement, the Comprehensive Plan Update and/or the Parks, Trails, Natural Open Space and Recreation Master Plan shall incorporate policies addressing the following topic: <ul style="list-style-type: none"> ▪ Evaluation and mitigation of construction impacts associated with park and recreational facility creation and expansion.

Source: City of Palo Alto 2016

PROJECT-SPECIFIC IMPACTS

- a. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered fire protection facilities, or the need for new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*

To meet increased demand under the 2030 Comprehensive Plan, the 2017 EIR found that the City of Palo Alto Fire Department (PAFD) would likely increase staffing for EMS delivery and new apparatus and fire station improvements or expansions, but would not anticipate the need to construct a new station, as development would be located in existing urbanized areas already served by existing PAFD stations. Furthermore, the city’s approved infrastructure plan includes the replacement of two fire stations (City of Palo Alto 2017a). Fire Station 3 was replaced in March 2020 to meet the most current California Building Codes (CBC), Essential Services Building Seismic Safety Act, American with Disabilities Act (ADA), National Fire Protection Association (NFPA), and OSHA standards, and Fire Station 4 is currently underway and will be completed in December 31, 2025 (City of Palo Alto 2022e).

Although the proposed HEU would increase the number of residential units by 665 compared to Scenario 6 of the 2017 EIR, future development would be facilitated on non-vacant and underutilized sites in urbanized areas such as along El Camino Real, the California Avenue area, the Downtown area, and in the GM/ROLM zones which are already served by existing fire stations. Future remodeling or expansion of PAFD facilities to accommodate new equipment would not be needed to specifically to serve the additional residential units, which would be added incrementally in various locations in the city and served by more than one fire station. Therefore, impacts would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- b. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered police protection facilities, or the need for new or physically altered police protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*

Police protection in the city is provided by the Palo Alto Police Department (PAPD). As discussed under Impact (a), although the proposed HEU would increase the number of residential units by 665 compared to Scenario 6 of the 2017 EIR, future development would be facilitated on non-vacant and underutilized sites in urbanized areas such as El Camino Real, the California Avenue area, the Downtown area, and in the GM/ROLM zones, which are already served by an existing police station. The PAPD has already indicated that the existing police station is inadequate to accommodate current and future needs, and the city is currently constructing a new Public Safety Building (PSB) at 250 Sherman Avenue which will serve as the new headquarters of the Police Department, the Fire Department and the Office of Emergency Services and house the city's dispatch operation. Future construction or expansion of the PAPD facility would not be a result specifically of the additional residential units and would be subject to separate project-level CEQA review in order to identify potential environmental impacts and mitigation measures as needed. As such, with the new police station, police services would be adequate to accommodate current and future needs of the city. Although additional units would result in varying amounts of housing, population, and employees, the HEU identifies sites for rezoning and directs new housing construction to sites and areas of Palo Alto that are already urbanized, all of which are currently served by the PAPD and within the city limit of Palo Alto. Therefore, impacts would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- c. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered schools, or the need for new or physically altered schools, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?*

Palo Alto is served by the Palo Alto Unified School District (PAUSD), which consists of 12 primary schools, three middle schools, two high schools, and an adult school. In general, kindergarten enrollment has been increasing within PAUSD, however, projections forecast a decline in enrollment district-wide across a 10-year period based upon historical enrollment trends and projected new development (DecisionInsite 2021).

As discussed in the 2017 EIR, Scenario 6 would result in enrollment that would exceed the capacity of existing PAUSD elementary schools, middle schools, and high schools. Since the proposed HEU would include 665 more units compared to Scenario 6, the proposed HEU would also result in enrollment that would exceed the capacity of existing PAUSD schools. Although the increased enrollment would add stress to schools in PAUSD, this growth would occur over a period of approximately 8 years from 2023 to 2031, resulting in a gradual increase in demand for school service in PAUSD. Additionally, in order to offset a project's potential impact to

schools, school impact fees would be charged to new residential and commercial development that occurs under the proposed project consistent with State law. Government Code 65995 (b) establishes the base amount of allowable developer fees a school district can collect from development projects located within its boundaries. The fees obtained by school districts that serve Palo Alto are used for construction or reconstruction of school facilities. Future development facilitated by the proposed project would be required to pay school impact fees which, pursuant to Section 65995 (3) (h) of the California Government Code (Senate Bill 50, chaptered August 27, 1998), are “deemed to be full and complete mitigation of the impacts of any legislative or adjudicative act, or both, involving, but not limited to, the planning, use, or development of real property, or any change in governmental organization or reorganization.”

Facility expansions in the PAUSD would require project-specific environmental analysis under CEQA to address site-specific environmental concerns. Therefore, existing laws and regulations that require funding for the provision or expansion of new school facilities would offset impacts from new residential development, and impacts would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- d. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered parks, or the need for new or physically altered parks, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?*

Refer to Section 16, *Recreation*.

- e. *Would the project result in substantial adverse physical impacts associated with the provision of other new or physically altered public facilities, or the need for other new or physically altered public facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?*

The 2017 EIR states that while an overall increase in residents is expected, the growth would occur incrementally throughout the 15-year time horizon; therefore, potential impacts from increased demand from library services would not occur in the immediate future. Similarly, growth induced from the proposed HEU would occur incrementally over eight years from 2023 to 2031. Pursuant to Chapter 16.58 of the PAMC, future development would be required to contribute impact fees to offset potential impacts from increased demand in library facilities and to ensure library facilities remain adequate. Therefore, impacts would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

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CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would not result in the construction of new or physically altered public facilities, and impacts would be less than significant. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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16 Recreation

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?	
Would the project:						
a.	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	EIR Page 4.12-17 through 4.12-20	No	No	No	Yes
b.	Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	EIR Page 4.12-17 through 4.12-20	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

The 2017 EIR analyzes recreation in Section 4.12, *Public Services and Recreation*, and impacts are summarized above under Section 14, *Public Services*. The Comprehensive Plan EIR concludes that impacts regarding public services would be significant but mitigable with incorporation of mitigation measure PS-7, which would include new policies and programs addressing funding, community input, and environmental review for property acquisition and park construction/improvement.

PROJECT-SPECIFIC IMPACTS

- a. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*
- b. *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

The City of Palo Alto has adopted a policy of 4 acres of neighborhood and district parkland for every 1,000 residents and a parkland dedication standard of 5 acres of parkland (including open space) for every 1,000 residents. Based on the existing 2022 population of 67,473 and the adopted parkland standard, Palo Alto should currently provide 269.9 acres of neighborhood

and district parkland.¹² There is an existing total of 173.4 acres of neighborhood parkland, 96.5 acres below the adopted policy.

The proposed HEU would increase the number of residential units by 665 compared to Scenario 6 of the 2017 EIR, and would therefore increase the demand for parks and recreational facilities and would require more acres of new parkland to meet the city's requirement that new residential development provide 5 acres of parkland per 1,000 residents. As noted above, the city currently provides less parkland than required to meet its adopted policy for neighborhood and district parkland. Nonetheless, future development would be required to comply with Chapter 21.50 of the PAMC which outlines requirements for parkland dedication or in lieu fees payment, and the ongoing master planning effort for the parks, trails, and open space system would develop strategies for the addition and improvement of park land. Because the exact locations of future residential or parkland development are not known at this time, it would be speculative to assess the physical environmental impacts associated with the construction of future park facilities. However, given the need to new parkland under the proposed HEU, construction or expansion of new parks or recreation facilities would be expected and the impact would be potentially significant. However, future development would be required to comply with Policy N-1.13 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measure PS-7 of the 2017 EIR, which would address the potential physical impacts of park construction and improvement and reduce impacts to a less than significant level, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would not result in the substantial deterioration of existing neighborhood and regional parks. The proposed HEU could result in the construction or expansion of new parks or recreational facilities and this impact could be potentially significant. However, Policy N-1.13 adopted in compliance with Mitigation Measure PS-7 would reduce impacts to a less than significant level. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

¹² $67,473 \text{ (existing population)} / 1,000 = 67.473 \times 4 \text{ (number of acres per 1,000 residents of parkland)} = 269.89$

17 Transportation

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
Would the project:					
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	EIR Pages 4.13-38 through 4.13-48	No	No	No	No
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	EIR Pages 4.13-18 through 4.13-30	No	No	No	No
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	EIR Pages 4.13-49 through 4.13-51	No	No	No	No
d. Result in inadequate emergency access?	EIR Pages 4.13-51 through 4.13-52	No	No	No	No

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.13, *Transportation and Traffic*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to traffic and the circulation system. The 2017 EIR analyzes transportation impacts using the level of service (LOS) methodology and found that impacts would be significant and unavoidable since there would be six intersections with a substandard LOS and there would be a significant impact during at least one of the peak hours. Although implementation of mitigation measures TRANS-1a through 1e would mitigate the projected impact to a less than significant level, Scenario 6 would still result in some impacted intersections, both because of growth in Palo Alto and regional growth. Therefore, the mitigation measures would reduce, but not eliminate, impacts at five of the six study intersections analyzed in the 2017 EIR. Additionally, the 2030 Comprehensive Plan was found to cause a freeway segment or ramp to drop below its level of service standard, or deteriorate operations that already operate at a substandard level of service since mitigation measures TRANS-1a and TRANS-3b would reduce but not eliminate the impact under Scenario 6 on four freeway segments. Although mitigation measures TRANS-3a and 3b would be required, impacts would remain significant and unavoidable. The 2017 EIR found that the 2030 Comprehensive Plan would not cause a roadway segment to drop below its level of service standard or deteriorate operations that already operate at a substandard level of service.

The 2017 EIR concluded that the 2030 Comprehensive Plan would not impact planned bicycle or pedestrian facilities since compliance with existing City regulations and procedures would maintain existing and may improve the function of planned bicycle and pedestrian facilities. Furthermore, the 2030 Comprehensive Plan would not increase demand for pedestrian and bicycle facilities as well as transit services that cannot be met by existing or planned facilities or services. The 2030 Comprehensive Plan would also not result in inadequate emergency access and impacts would be less than significant.

The 2017 EIR determined that the 2030 Comprehensive Plan would create the potential demand for through traffic to use local residential streets and would create an operational safety hazard since growth under Scenario 6 could result in increased congestion, increasing the potential for drivers to divert onto local streets and therefore causing a potential for increase in accidents onto local streets. Therefore, mitigation measures TRANS-8 and TRANS-9 would be required to reduce impacts to a less than significant level.

Table 25 lists the 2017 EIR’s mitigation measures related to transportation. Pursuant to Public Resource Code, Section 21099 (b)(2), traffic congestion, while potentially an inconvenience to drivers, is not itself an environmental impact. Therefore, issues related solely to traffic congestion are outside the scope of CEQA analysis.

Table 25 2017 EIR Mitigation Measures: Transportation and Traffic

Mitigation Measure #	Mitigation Measure Text
Impact TRANS-1: Implementation of the project would cause an intersection to drop below its motor vehicle level of service standard, or deteriorate operations at representative intersections that already operate at a substandard level of service. (Significant and Unavoidable)	
TRANS-1a	<p>Adopt a programmatic approach to reducing traffic with the goal of achieving no net increase in peak period motor vehicle trips from new development, with an exception for uses that directly contribute to the neighborhood character and diversity of Palo Alto (such as ground floor retail and below market rate housing). The program should, at a minimum:</p> <ul style="list-style-type: none"> ▪ Require new development projects to prepare and implement a Transportation Demand Management (TDM) Plan to achieve the following reduction in peak period motor vehicle trips from the rates included in the Institute of Transportation Engineers’ Trip Generation Manual for the appropriate land use category. These reductions are deemed aggressive, yet feasible, for the districts indicated. <ul style="list-style-type: none"> ▫ 45 percent reduction in the Downtown district ▫ 35 percent reduction in the California Avenue area ▫ 30 percent reduction in the Stanford Research Park ▫ 30 percent reduction in the El Camino Real Corridor ▫ 20 percent reduction in other areas of the city. <p>TDM Plans must be approved by the City and monitored by the property owner on an annual basis. The Plans must contain enforcement mechanisms or penalties that accrue if targets are not met.</p> <ul style="list-style-type: none"> ▪ Require new development projects to pay a Transportation Impact Fee which will be partially used to reduce peak period motor vehicle trips citywide.
TRANS-1b	Study the feasibility of unbundled parking for office, commercial and multi-family residential development (including senior housing developments) that are well-served by transit and demonstrated walking and biking connections, including senior housing developments.

Mitigation Measure #	Mitigation Measure Text
TRANS-1c	Include policies in the Comprehensive Plan to ensure collaboration with regional agencies and neighboring jurisdictions, and identification and pursuit of funding for rail corridor improvements and grade separation. Policies shall support grade separation of rail crossings along the rail corridor as a City priority and encourage studies and outreach necessary to advance grade separation of Caltrain to become a “shovel ready” project.
TRANS-1d	Engage in regional transportation planning and advocate for specific transit improvements and investments, such as Caltrain service enhancements and grade separations, Dumbarton Express service, enhanced bus service on El Camino Real with queue jumping and curbside platforms, and additional VTA bus service.
TRANS-1e	Encourage the PAUSD to analyze decisions regarding school assignments to reduce peak period motor vehicle trips to and from school sites.
Impact TRANS-3: Implementation of the project would cause a freeway segment or ramp to drop below its level of service standard, or deteriorate operations that already operate at a substandard level of service. (Significant and Unavoidable)	
TRANS-3a	The City shall require new development projects to prepare and implement TDM programs, as described in TRANS-1a. TDM programs for worksites may include measures such as private bus services and free shuttle services to transit stations geared towards commuters.
TRANS-3b	Include policies in the Comprehensive Plan that advocate for efforts by Caltrans and the Valley Transportation Authority to reduce congestion and improve traffic flow on existing area freeway facilities consistent with Statewide GHG emissions reduction initiatives. Policies shall support the application of emerging freeway information, monitoring, and control systems that provide non-intrusive driver assistance and reduce congestion. Policies shall support, where appropriate, the conversion of existing traffic lanes to exclusive bus and high-occupancy vehicle (HOV) lanes on freeways and expressways, including the Dumbarton Bridge, and the continuation of an HOV lane from Redwood City to San Francisco.
Impact TRANS-8: Implementation of the project would create the potential demand for through traffic to use local residential streets. (Significant and Mitigable)	
TRANS-8	Include policies in the Comprehensive Plan to identify specific improvements that can be used to discourage non-local drivers from using local, neighborhood streets to bypass traffic congestion on arterials.
Impact TRANS-9: Implementation of the project would create an operational safety hazard. (Significant and Mitigable)	
TRANS-9	Implement Mitigation Measure TRANS-8.

Source: City of Palo Alto 2016

REGULATORY SETTING

SENATE BILL 743 AND VEHICLE MILES TRAVELED

Senate Bill (SB) 743 was signed into law by Governor Brown in 2013 and directed the State Office of Planning and Research (OPR) to establish new criteria for determining the significance of transportation impacts under the California Environmental Quality Act (CEQA). SB 743 requires the new criteria to “promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses.” It also states that alternative measures of transportation impacts may include “vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated.”

In January 2018, OPR transmitted its proposed CEQA Guidelines implementing SB 743 to the California Natural Resources Agency for adoption, and in January 2019 the Natural Resources

Agency finalized SB 743 updates to the CEQA Guidelines. SB 743 changed the way agencies evaluate the transportation impacts of projects under CEQA, recognizing that roadway congestion, while an inconvenience to drivers, is not itself an environmental impact (Public Resource Code, § 21099 (b)(2)). In addition to new exemptions for projects consistent with specific plans, the CEQA Guidelines replaced congestion-based metrics, such as auto delay and level of service (LOS), with VMT as the basis for determining significant impacts, unless the Guidelines provide specific exceptions.

The 2017 EIR examined program-level transportation impacts using the level of service (LOS) methodology and found that all such impacts would be significant and unavoidable. Although the 2017 EIR analyzes VMT, VMT was not the basis for a standard of significance used and no impact finding regarding VMT was made. Nonetheless, Scenario 6 was found to result in the lowest VMT per capita (including employment and residential VMT) of 30.8 compared to other scenarios.

PROJECT-SPECIFIC IMPACTS

This analysis is based upon the VMT Analysis prepared for the HEU by Hexagon Transportation Consultants, Inc. (Hexagon) in January 2023 (Appendix A).

IMPACT ANALYSIS

- a. *Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?*

The 2017 EIR used level of service (LOS) as its performance criteria while analyzing the city's roadway system. However, to implement SB 743, the CEQA Guidelines have been updated to change the criteria for determining what constitutes a significant traffic related environmental impact to rely upon quantification of VMT instead of LOS. The proposed HEU would be consistent with the Transportation Element of the 2030 Comprehensive Plan since it would place housing near transit, services, and jobs, which would reduce the usage of single-occupancy vehicles and encourage walking, bicycling, and using alternative modes of transportation.

Bicycling would be encouraged through the Bicycle and Pedestrian Transportation Plan which aims to improve bicycling and pedestrian conditions and increase bicycling and walking rates within Palo Alto (City of Palo Alto 2012). Future residents would be able to benefit from goals, policies, and improvements associated with the Bicycle and Pedestrian Transportation Plan which would reduce VMT and reliance on single-occupancy vehicles.

Future development proposals for individual projects would be subject to adopted development guidelines, including standards that govern VMT, transportation, GHG, and associated issues. Impacts identified for development facilitated by the plan would be addressed through the project approval process, including Planning and Transportation Commission (PTC) review as well as design review specific to potential impacts of that project. Because the proposed HEU does not include modifications to the existing transportation

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network and individual future developments must be designed consistent with bicycle and pedestrian facility requirements, the proposed HEU would not conflict with the City’s existing circulation, bicycle, or pedestrian plans. Impacts to transit, roadway, bicycle, and pedestrian facilities would be less than significant, and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

CEQA Guidelines Section 15064.3(b) requires specific consideration of a plan or project’s transportation impacts based on VMT. This implements SB 743, which eliminates level of service as a basis for determining significant transportation impacts under CEQA and requires a different performance metric: VMT. With this change, the State shifted the focus from measuring a plan or project’s impact upon drivers (LOS) to measuring the impact of driving (VMT) on achieving its goals of reducing GHG emissions, encouraging infill development, and improving public health through active transportation.

Hexagon Transportation Consultants, Inc. prepared a VMT Analysis (Appendix A) for the proposed HEU to determine whether it would generate a significant VMT impact. The City adopted a VMT threshold for residential projects on June 15, 2020. A residential project that exceeds a level of 15 percent below existing (baseline) County home-based VMT per resident may indicate a significant transportation impact.

The City of Palo Alto Travel Forecasting Model (PA model) was used to estimate VMT for the proposed project. According to the PA model, the countywide average VMT per resident for residential development is 12.90 miles. Based on the Palo Alto VMT Criteria, a project generating a VMT that is 15 percent or more below this value, or 10.97 daily vehicle miles per resident, would have a less-than-significant VMT impact. Based on the results of the PA model, as shown in Table 26, the project would have a projected VMT rate of 9.28 miles per resident, lower than the significance threshold of 10.97 miles, since the proposed project would concentrate new residential units in urbanized areas in proximity to transit, jobs, and services compared to other parts of the County. Therefore, this impact would be less than significant, and further analysis is not warranted.

Table 26 Vehicle Miles Traveled Analysis Summary

VMT Metric	Baseline VMT Rate	Significance Threshold	Project VMT Rate	Resulting Significance
VMT per resident (Countywide baseline)	12.90	10.97	9.28	Less than significant

Sources: Hexagon Transportation Consultants, Inc 2023; Appendix A

c. *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?*

In the absence of specific project applications to review, analyzing impacts based on project design features would be wholly speculative. CEQA does not require public agencies to speculate. Adoption of the proposed HEU analyzes the amount of new housing units the City will accommodate during the 2023-2031 planning period and sets goals and policies for how this housing is implemented. It does not grant entitlements for any specific project or future development. Thus, the plan for new housing and the goals and policies needed to achieve that housing do not have a specific transportation safety impact or hazard. The proposed project would not include hazardous geometric design features or incompatible uses. Each housing application would be evaluated at the project specific level and undergo design review which would ensure design features would be in accordance with all applicable City standards to minimize design hazards. Furthermore, future projects facilitated would be infill projects or would include increasing density and height of existing sites, and therefore would not involve the creation of new roadways or intersections or incompatible uses within Palo Alto. While new intersections of existing local streets with proposed new streets internal to these sites may be created if these sites would be developed, they would be subject to the project-level review processes described above to ensure hazards from design features or incompatible uses are not created. Therefore, impacts from hazardous design features or incompatible uses would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan as analyzed in the 2017 EIR. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

d. *Would the project result in inadequate emergency access?*

Similar to Scenario 6 as discussed in the 2017 EIR, traffic increases would contribute to congestion on freeway segments, which could contribute to cumulative traffic conditions that have the potential to impede emergency vehicle access on US 101. However, isolated instances of emergency vehicles being impeded vary on a case-by-case basis and more information would be needed to determine the precise problem causing a particular event. It would be speculative to try to determine how future traffic associated with development in Palo Alto would cumulatively contribute to such events. In addition, approximately 15 percent of the traffic signals maintained by the City of Palo Alto are equipped with emergency vehicle preemption devices. The city will continue to install traffic signal preemption devices where appropriate.

Emergency vehicles have the right to use lights and sirens to allow them to bypass congestion, and all other vehicles are required by State law to pull over to allow emergency vehicles to pass. Additionally, future development would be required to comply with basic building designs and standards for residential buildings as mandated by the Palo Alto Fire Code pursuant to PAMC Chapter 15.04. Future projects would be required to incorporate all applicable design and safety requirements as set forth in the most current adopted building codes and fire and life safety standards. Additionally, as discussed under Section 9, *Hazards and Hazardous Materials*, the proposed HEU would not impair implementation of or physically

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interfere with an adopted emergency response plan or emergency evacuation plan, impacts would be less than significant and would be generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan as analyzed in the 2017 EIR. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would not conflict with a program, plan, ordinance or policy addressing the circulation system; result in a significant VMT impact; substantially increase hazards due to a geometric design feature or incompatible use; or result in inadequate emergency access. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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18 Tribal Cultural Resources

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
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Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	EIR Pages 4.4-2 through 4.4-5	No	No	No	Yes
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?	EIR Pages 4.4-7 through 4.4-9	No	No	No	Yes

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

The 2017 EIR does not specifically discuss impacts to tribal cultural resources or compliance with Assembly Bill 52 (AB 52), which was signed into law in 2014. AB 52 expanded CEQA by defining a new resource category, “tribal cultural resources,” and requires lead agencies to complete consultation with California Native American Tribes regarding proposed projects, because it became effective after the issuance of the Notice of Preparation for 2017 EIR. However, as described in Section 5, *Cultural Resources*, of this Addendum, the 2017 EIR incorporated required mitigation measures CULT-1 and CULT-3 for procedures in the event archaeological resources, tribal resources, and human remains are discovered during construction.

ASSEMBLY BILL 52 OF 2014

AB 52 establishes that “A project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment” (PRC Section 21084.2). It further states that the lead agency shall establish measures to avoid impacts that would alter the significant characteristics of a tribal cultural resource, when feasible (PRC Section 21084.3).

PRC Section 21074 (a)(1)(A) and (B) defines tribal cultural resources as “sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe” and are:

IMPACT ANALYSIS
TRIBAL CULTURAL RESOURCES

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1. Listed or eligible for listing in the California Register of Historical Resources or as a historical resource as defined in Public Resources Code section 5020.1(k), or
2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying these criteria, the lead agency shall consider the significance of the resource to a California Native American tribe.

AB 52 also establishes a formal consultation process for California tribes regarding those resources. The consultation process must be completed before a CEQA document can be certified. Under AB 52, lead agencies are required to “begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project.” Native American tribes to be included in the process are those that have requested notice of projects proposed within the jurisdiction of the lead agency.

The requirements of AB 52 do not apply to the proposed project because it falls under a previously certified EIR. Nonetheless, the City of Palo Alto conducted tribal consultation in accordance with AB 52 as well as in accordance with Senate Bill 18. The City sent out letters via certified mail on September 29, 2022, to the following eight Native American Tribes that were identified by the NAHC as being traditionally and culturally affiliated with the geographic area:

- Amah Mutsun Tribal Band
- Amah Mutsun Tribal Band of Mission San Juan Bautista
- Indian Canyon Mutsun Band of Costanoan
- Muwekma Ohlone Indian Tribe of the SF Bay Area
- Northern Valley Yokuts Tribe
- The Ohlone Indian Tribe
- Wuksache Indian Tribe/Eshom Valley Band
- Tamien Nation

Under AB 52, Native American tribes typically have 30 days to respond and request further project information and formal consultation. Under SB 18, Native American tribes have 90 days to respond and request further project information and request formal consultation. To date, the City of Palo Alto has not received responses requesting consultation under AB 52 or SB 18 from the Tribes. AB 52 and SB 18 correspondence is included in Appendix C.

IMPACT ANALYSIS

- a. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074 that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?*
- b. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?*

No specific tribal cultural resources were identified in the City of Palo Alto as a result of consultation with the Tribes. Similar to what was assumed in the 2017 EIR, although development under the proposed HEU would occur on non-vacant and underutilized sites in previously disturbed areas, ground-disturbing activities such as earthmoving and excavation could still potentially damage and/or destroy unrecorded tribal cultural resources in subsurface soils within the housing sites. Adherence to the requirements of AB 52 would require Tribal consultation with local California Native American Tribes prior to implementation of project activities subject to CEQA. AB 168 would require Tribal consultation with local California Native American Tribes prior to implementation of project activities subject to SB 35. In compliance with AB 52, a determination of whether project-specific substantial adverse effects on tribal cultural resources would occur along with identification of appropriate project-specific avoidance, minimization, or mitigation measures would be required. Due to the programmatic nature of the proposed HEU it is not possible to fully determine impacts of specific projects on specific sites; however, no tribal cultural resources were identified during consultation. Future projects subject to CEQA and SB 35 would require project-specific tribal cultural resource identification and consultation, and the appropriate avoidance, minimization, or mitigation would be incorporated. Project-specific tribal cultural resource consultation will occur when specific projects are implemented, and consultation conducted pursuant to the requirements of AB 52. Future development would also be required to comply with policies L-7.16 through 7.18 of the 2030 Comprehensive Plan, adopted in compliance with Mitigation Measure CULT-3 of the 2017 EIR, which would reduce impacts on tribal cultural resources to a less than significant level. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, development would occur in the same areas as those analyzed in the 2017 EIR. Further, future development would be required to comply with federal, State, and local regulations pertaining to tribal cultural resources as well as policies adopted in compliance with Mitigation Measure CULT-3 from the 2017 EIR, which would reduce impacts to a less than significant level. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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19 Utilities and Service Systems

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?	
Would the project:						
a.	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	EIR Pages 4.14-2 through 4.14-7; 4.14-14 through 4.14-15; 4.14-18 through 4.14-19; 4.14-25 through 4.14-28; 4.14-33 through 4.14-38	No	No	No	N/A
b.	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	EIR Pages 4.14-2 through 4.14-4	No	No	No	N/A
c.	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	EIR Pages 4.14-10 through 4.14-16	No	No	No	N/A
d.	Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	EIR Pages 4.14-25 through 4.14-28	No	No	No	N/A
e.	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	EIR Pages 4.14-28 through 4.14-30	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

Section 4.14, *Utilities and Service Systems*, of the 2017 EIR analyzed the 2030 Comprehensive Plan’s impacts related to utilities and service systems. The 2017 EIR found that sufficient water supplies from existing entitlements would be available to serve Scenario 6 and the increased demand in water would not result in the substantial physical deterioration of a water utility facility. Additionally, the 2030 Comprehensive Plan would not prompt a need to expand treatment facilities or regional water system conveyance and storage facilities in order to meet its demand. New or expanded local water distribution facilities would require permitting and review in accordance with CEQA, which would ensure environmental impacts are disclosed and mitigated. Therefore, impacts would be less than significant.

The 2017 EIR determined that the 2030 Comprehensive Plan would not exceed wastewater treatment requirements of the RWQCB or wastewater treatment capacity of the Regional Water Quality Control Plant (RWQCP). Furthermore, the 2030 Comprehensive Plan would not result in substantial physical deterioration of the RWQCP or adverse physical impacts from new or expanded wastewater utility facilities since the existing RWQCP would provide adequate capacity to meet dry weather and maximum month flows through at least 2035 and beyond. Therefore, impacts would be less than significant.

The 2017 EIR found that the 2030 Comprehensive Plan would not require or result in the construction of new stormwater facilities or expansion of existing facilities since development would be required to comply with Provision C.3 of the MRP, as well as the City’s post-construction site design measures, source control measures, and stormwater treatment measures. The 2030 Comprehensive Plan would not result in a substantial physical deterioration of stormwater facilities with compliance with existing State, regional, and local regulations. Therefore, impacts would be less than significant.

The 2017 EIR determined that the 2030 Comprehensive Plan would be served by 17 different landfills with sufficient permitted capacity to accommodate the increased waste disposal needs. However, the 2017 EIR found that the 2030 Comprehensive Plan could potentially fall out of compliance with federal, State, and local statutes and regulations related to solid waste, and mitigation measure UTIL-15 would be required to reduce impacts to a less than significant level.

The 2017 EIR also analyzes impacts to energy supply and efficiency which is discussed in Section 6, *Energy*, of this document.

Table 27 lists the mitigation measures from the 2017 EIR related to utilities and service systems.

Table 27 2017 EIR Mitigation Measures: Utilities and Service Systems

Mitigation Measure #	Mitigation Text
Impact UTIL-15: Without the adoption of policies to promote recycling and conservation, the proposed Plan could potentially fall out of compliance with federal, State, and local statutes and regulations related to solid waste. (Potentially Significant and Mitigable)	
UTIL-15	To ensure that future development under Scenarios 2, 3, and 4 would comply with applicable solid waste regulations, the proposed Plan shall include policies that address the following topics: <ul style="list-style-type: none"> ▪ Substantial landfill diversion by 2030, and ultimately zero waste. ▪ Reduced solid waste generation. ▪ Use of reusable, returnable, recyclable, and repairable goods. ▪ Enhanced recycling and composting programs for all waste generators.

Source: City of Palo Alto 2016

PROJECT-SPECIFIC IMPACTS

- a. *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*

WATER

As discussed under Threshold Question (b) below, water supply and demand for the proposed HEU would be similar to that of Scenario 6 of the 2017 EIR. The City receives 100 percent of its potable water from the SFPUC. The City does not own or operate a water treatment plant (WTP). The water purchased from the SFPUC may be treated at one or more WTPs operated by SFPUC. SFPUC treats water to meet all applicable drinking water standards. SFPUC periodically makes improvements to its WTPs in order to improve system reliability and accommodate projected growth in its regional service areas. For example, the Water System Improvement Program (WSIP) includes capacity expansion and other improvements in order to upgrade SFPUC’s regional and local water systems. The WSIP also includes many projects to improve the Regional Water System distribution lines and storage reservoirs (City of Palo Alto 2017a).

Although existing local distribution lines within the city could potentially be undersized for future projects and improvements under the proposed HEU could require replacement with larger diameter pipes, potential environmental impacts that could result from pipeline improvements would be project specific. New or expanded local water distribution facilities would require permitting and review in accordance with CEQA, which would ensure environmental impacts are disclosed and addressed in the environmental analysis. Therefore, similar to Scenario 6, the proposed HEU would not result in the expansion or construction of new treatment facilities or regional water system conveyance and storage facilities in order to meet its demand and this impact would be less than significant, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

WASTEWATER

As discussed under Threshold Question (c), the existing RWQCP facilities would provide adequate capacity to meet dry weather and maximum month flows through at least 2035 and beyond, and that new or expanded facilities would not be needed as a result of the proposed HEU. Some aging facilities will need to be replaced, based on the treatment processes design criteria and historical performance. However, these facility upgrades and replacements are anticipated based on existing planning documents and would not be necessitated as a result of the proposed HEU. In addition, the LRF anticipates that the existing RWQCP facilities will provide adequate capacity to meet dry weather and maximum month flows through at least 2035, assuming the same level of treatment is required. Therefore, similar to Scenario 6, the proposed HEU would not result in the expansion or construction of new wastewater facilities and this impact would be less than significant, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

STORMWATER

Although the proposed HEU would increase the number of residential units by 665 compared to Scenario 6 of the 2017 EIR, new future development would be required to comply with the C.3 provisions of the MRP and implement BMPs and LID features to minimize stormwater runoff impacts. In particular, during construction, future projects would be required to implement flow control BMPs to minimize potential impacts. Similar to Scenario 6, the proposed HEU does not propose the conversion of open space areas, creeks, or wetlands to impervious surfaces and would not alter the course of a stream or river. The City's Department of Public Works requires all new development projects to provide storm drain flow and detention calculations, including pre-project and post-project conditions and flow rates. On-site stormwater detention is also required as per the C.3 provisions of the MRP. In addition, per section C.3.j, future applicants would be required to complete and implement a Green Infrastructure Plan for the inclusion of low impact development drainage design into storm drain infrastructure on public and private lands, including streets, roads, storm drains, parking lots, building roofs, and other storm drain infrastructure elements (City of Palo Alto 2017a). Compliance with State and local stormwater regulations would reduce impacts to a less than significant level, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

TELECOMMUNICATIONS

The proposed HEU would require connections to existing adjacent utility infrastructure to meet the needs of future residents. Similar to Scenario 6 of the 2017 EIR, the proposed HEU would only facilitate development on non-vacant and underutilized sites in urbanized areas. Based on the availability of existing telecommunications infrastructure, construction of new telephone and cable lines would not be required, and all future development would be able to connect to

existing infrastructure. Development facilitated by the project would be reviewed for compliance with applicable laws and regulations related to the connection to existing telecommunications infrastructure. Therefore, there would be adequate telecommunications facilities to serve the development facilitated by the project, and impacts would be less than significant, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

ELECTRICITY AND NATURAL GAS

As discussed in the 2017 EIR, Scenario 6 would result in a long-term increase in electrical service energy demand ranging from 10 percent to 11 percent over 2014 baseline levels within the CPAU's service territory for electrical service. This average incremental increase in electrical service demand would be less than a one percent increase per year. Although the proposed HEU would increase the number of residential units by 665 compared to Scenario 6 of the 2017 EIR, it would not include non-residential uses and therefore electricity demand would be similar to that of Scenario 6 and would result in less than a one percent increase per year. Since the proposed HEU would also facilitate development in non-vacant and underutilized sites with existing infrastructure, it is not anticipated that the construction of new electrical transmission and distribution lines would be required. Therefore, the proposed HEU would not result in the relocation or construction of new or expanded electrical facilities and impacts would be less than significant, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

Similarly, for the same reasons described above, the proposed HEU would not substantially increase natural gas demand compared to Scenario 6 and future development would also be subject to the City's most updated Reach Code and All-Electric Mandate which requires all-electric building design for single-family, low-rise multi-family, and non-residential development (City of Palo Alto 2022a). Therefore, the proposed HEU would not result in the relocation or construction of new or expanded natural gas facilities and impacts would be less than significant, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*

As discussed in the 2017 EIR, the increased water demand for Scenario 6 would be approximately 13,767 acre-feet per year (AFY), and the city's Individual Supply Guarantee through 2035 is 19,118 AFY. As shown on Table 28, the additional 665 units facilitated by the proposed HEU compared to the 2017 EIR would increase water demand by approximately 43,225 gallons per day (gpd) or 48.4 acre-feet per year (AFY) in 2031 assuming full buildout. According to the city's 2020 Urban Water Management Plan (UWMP), by 2030, the city would have a water demand of 11,394 AFY and an Individual Supply Guarantee of 18,579 AFY.

Therefore, the proposed project would increase Palo Alto’s estimated 2030 demand by approximately 0.4 percent.

Table 28 Estimated Water Use for the Proposed HEU

Potential Buildout Development/Land Use	Water Generation Factor (gpd/unit) ¹	Projected Number of Housing Units	Projected Water Demand in 2031 (gpd)	Projected Water Demand in 2031 (AFY)
Multi-family residential	65	665	43,225	48.4

¹ Per unit water demand factors from Palo Alto are not available, therefore, this analysis is based water use factors provided by the East Bay Municipal Utilities District, 65 gpd/unit for a low-rise apartment.

gpd =gallons per day. AFY = acre-feet per year

According to the city’s 2020 UWMP, the City of Palo Alto analyzed three different hydrological conditions to determine the reliability of water supplies for the City: average/normal water year, single dry water year, and multiple dry water year period. In each of the three hydrological conditions, the projected water demand was calculated taking into account growth in billing data, water conservation efforts, and demographics. The UWMP states that the City of Palo Alto can reliably meet the projected water demand in normal years. However, there would be a potable water supply shortfall for single dry year and multiple dry years. Under these conditions, residents would be required to reduce water usage by 30 to 50 percent depending on the length of the dry year. The San Francisco Public Utilities Commission (SFPUC) and Bay Area Water Supply and Conservation Agency (BAWSCA) are also evaluating alternative water supplies during and seeking water supplies and solutions for drought years. In addition, the City of Palo Alto has formed partnerships such as the one with Valley Water and is embarking on a One Water plan which will have dry year water supply reliability as a central tenet (City of Palo Alto 2021). The City of Palo Alto also offers many resources to help residents use water wisely, including free water surveys, conservation devices, educational programs, and rebates for appliance or landscape upgrades (City of Palo Alto 2017a). The City presents drought updates to the Utilities Advisory Commission monthly and has held numerous public meetings to update the community on the drought, responses by the State and the City, and available resources. Therefore, sufficient water supplies would be available to serve the proposed HEU during normal, single- and multiple-dry years, and impacts would be less than significant, generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- c. *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?*

As discussed in the 2017 EIR, Scenario 6 would increase wastewater generation by 631,032 gallons per day (GPD) and this estimated worst-case increase in water flow would represent less than four percent of the existing excess dry flow capacity of 18 million gallons per day (MGD) available at the RWQCP. The Long Range Facilities Plan (LRFP) also further estimates that the RWQCP would have at least 5 MGD of excess capacity in 2062. Assuming that wastewater

generation is 80 percent of water use, the proposed HEU would increase water generation by approximately 34,580 gpd.¹³ This would constitute approximately 0.2 percent of the RWQCP's excess dry flow capacity and therefore the RWQCP would have sufficient capacity to accommodate the 665 additional units proposed under the HEU. Although some aging facilities will need to be replaced, based on the treatment processes design criteria and historical performance, the LRF anticipates that the existing RWQCP facilities would provide adequate capacity to meet dry weather and maximum month flows through at least 2035, assuming the same level of treatment is required. Projected dry weather flows are anticipated to be between 28 and 34 MGD in the year 2062, which is below the dry weather flow design capacity of the plant (39 MGD). Therefore, the RWQCP's existing capacity would be sufficient to accommodate the anticipated residential development under the proposed HEU. Development facilitated by the proposed project would not result in the need to expand the capacity of the RWQCP. This impact would be less than significant and generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

- d. *Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*
- e. *Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

As discussed in the 2017 EIR, Scenario 6 would generate an approximate increase of 15,315 tons per year of solid waste over baseline at buildout. Additionally, the city's disposal rate per resident in 2014 was 3.6 pounds per day (PPD), which was below the CalRecycle target of 7.1 PPD per resident. The city's disposal rates for both residents and employees have been below target rates since 2007 (City of Palo Alto 2017a).

CalRecycle estimates that multi-family residential uses generate an average of four pounds of solid waste per unit per day (CalRecycle 2023). As shown in Table 29, prior to implementation of State-mandated diversion requirements, development associated with the proposed HEU would generate an estimated 2,660 pounds per day of solid waste, which equates to 1.3 tons or 11.8 cubic yards per day. In accordance with California's Integrated Waste Management Act of 1989 (AB 939), cities and counties are required to divert 50 percent of all solid wastes from landfills. Additionally, pursuant to AB 341 adopted in 2012, all businesses that generate four cubic yards or more of commercial solid waste per week including multi-family dwelling that consists of five units or more would be required to divert 75 percent of all solid wastes. The City of Palo Alto has achieved a diversion rate of 82 percent, which substantially exceeds AB 939 State requirement (City of Palo Alto 2018). Assuming that this diversion rate continues to apply to new development on the project sites, implementation of the project would generate approximately 0.2 tons or 2.1 cubic yards per day of solid waste for disposal at landfills.

¹³ 43,225 gpd times 0.8 = 34,580 gpd

Table 29 Estimated Solid Waste Generation

Potential Buildout Development/ Land Use	Quantity	Units	Generation Rate ¹	Solid Waste (pounds per day)	Solid Waste (tons per day)	Solid Waste (cubic yards per day) ²
Residential	665	dwelling units	4 pounds/unit/day	2,660	1.3	11.8
Total Assuming 82% Diversion Rate				479	0.2	2.1

¹ CalRecycle 2023
² RecycleMania/USEPA 2022, assumes 225 pounds per cubic yard of residential waste

In 2019, CalRecycle reported that the overall total of 47,023 tons of solid waste from Palo Alto was disposed at 17 different landfills. The majority (42,252 tons) were disposed at three landfills: Kirby Canyon Landfill, Corinda Los Trancos Landfill (Ox Mountain), and Monterey Peninsula Landfill (CalRecycle 2022). The Kirby Canyon Landfill has a closure year of 2059 and a remaining capacity of 16,191,600 cubic yards (CalRecycle 2022b); the Ox Mountain Landfill has a closure year of 2034 and a remaining capacity of 22,180,000 cy (CalRecycle 2022c); and the Monterey Peninsula Landfill has a closure year of 2107 and a remaining capacity of 48,560,000 (CalRecycle 2022d). With development facilitated by the proposed HEU, it is estimated that the 665 units would generate approximately 2.1 cubic yards of solid waste per day, or 767 cubic yards of solid waste per year for disposal at landfills. This represents 0.00004 percent of the current total remaining landfill capacity at the Kirby Canyon Landfill. The projected closure years and remaining capacities of these three main landfills currently accepting solid waste from the city would be able to accommodate the projected increase in solid waste under Scenario 6 and the proposed HEU. There are also 14 more landfills that received waste from Palo Alto in 2019. If one or more of these landfills were unavailable in the future, it is likely Palo Alto’s solid waste volume could be increased at one or more of the other landfills that already serve Palo Alto. Moreover, the city has ongoing and planned measures to divert increasing amounts of Palo Alto’s solid waste away from landfills. Future development would be required to comply with PAMC Section 16.14.260 which requires an 80 percent diversion of construction and demolition debris, and preparation of a Waste Management Plan for on-site sorting of construction debris, which is submitted to the City for approval, in order to ensure that the covered project meets the diversion requirement for reused or recycled construction and demolition debris. Development facilitated by the proposed HEU would also be required to comply with applicable federal, State, and local statutes and regulations related to solid waste such as AB 939, which requires the City to divert 50 percent of solid waste from landfills, as well as SB 1838, which would require mandatory organic waste recycling for future residents.

Furthermore, future development would be required to comply with policies S-3.8, 3.9, and 3.11 of the 2030 Comprehensive EIR, adopted in compliance with Mitigation Measure UTIL-15 of the 2017 EIR, which would ensure waste diversion and increased recycling. Therefore, the existing landfills would be able to accommodate development under the proposed HEU, and the proposed HEU would comply with federal, State, and local regulations related to solid wastes. Impacts would be less than significant with mitigation and generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no

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new or substantially more severe significant impacts than what was analyzed, further analysis is not warranted.

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Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would not result in the construction or expansion of utilities facilities, and existing infrastructure would be sufficient to accommodate the increased residential units. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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20 Wildfire

	Where was Impact Analyzed in the EIR?	Could Proposed Changes Involve New or Substantially More Severe Impacts?	Do New Circumstances Result in New or Substantially More Severe Impacts?	Does New Information Result in New or Substantially More Severe Significant Impacts?	Do 2017 EIR Mitigation Measures Address and/or Resolve Impacts?
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:					
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	N/A	No	No	No	N/A
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	EIR Pages 4.7-8 through 4.7-9	No	No	No	N/A
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	N/A	No	No	No	N/A
d. Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	EIR Pages 4.7-8 through 4.7-9	No	No	No	N/A

ANALYSIS IN PREVIOUS ENVIRONMENTAL DOCUMENTS

The 2017 EIR does not directly address the issue area of wildfire, but discusses wildfire impacts in Section 4.7, *Hazards and Hazardous Materials*, of the 2017 EIR. As discussed in the 2017 EIR, much of the area surrounding Palo Alto west of I-280 is considered to have a moderate and high risk of wildland fire, whereas all of the urbanized areas of Palo Alto do not have any wildland fire hazards. The 2017 EIR found that there would be less than significant impacts related to wildfire.

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- a. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?*
- b. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*
- c. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*
- d. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

As shown in the CAL FIRE Fire Hazard Severity Zone Map, only the area west of I-280 is located in a High Fire Hazard Severity Zone (HFHSZ) while the rest of the city east of I-280 is located in an area with low wildfire risk. Similar to what was analyzed in the 2017 EIR, the proposed HEU would facilitate development in non-vacant and underutilized sites in urbanized areas of the city, and would not facilitate development in locations near the HFHSZ. New development would also be located in proximity to Fire Stations 1, 2, 3, and 4 which would protect future residents from wildfire hazards. Additionally, future development would be required to comply with the CAL FIRE Strategic Plan and the CFC pursuant to PAMC Chapter 15.04. The CFC requires the clearance of debris and vegetation within a prescribed distance from structures in wildfire hazard areas. The proposed HEU would facilitate residential development primarily on infill sites in urbanized areas, and would not require the construction of additional roads, power lines, or other utilities that would exacerbate existing fire risk. Housing sites that require utility connections would likely install underground connections, and development within underground utility districts would be required to install new utility connections underground. Therefore, the project would not impair an adopted emergency response or evacuation plan related to wildfire; exacerbate wildfire risks; or expose people to post-fire risks related to runoff, flooding, or landslides. Impacts would be less than significant and generally the same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there would be no new or substantially more severe significant impacts than what was analyzed in the 2017 EIR, further analysis is not warranted.

CONCLUSION

Although the proposed HEU would facilitate the development of 665 more residential units than analyzed under the 2017 EIR, future development would not impair an adopted emergency response or evacuation plan related to wildfire; exacerbate wildfire risks; or expose people to post-fire risks related to runoff, flooding, or landslides. Therefore, the project would not result in new significant effects not addressed in the prior EIR, and no new mitigation measures are warranted. This issue **does not require further study in an EIR.**

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21 Cumulative Impacts

CEQA defines “cumulative impacts” as two or more individual impacts that, when considered together, are substantial or will compound other environmental impacts. Cumulative impacts are the combined changes in the environment that result from the incremental impact of development of the proposed project and other nearby projects. For example, noise impacts of two nearby projects may be less than significant when analyzed separately but could have a significant impact when analyzed together. Cumulative impact analysis provides a reasonable forecast of future environmental conditions and can more accurately gauge the effects of a series of projects.

This analysis is cumulative in nature in that it analyzes future development under the proposed HEU throughout Palo Alto and takes into consideration the effects associated with development of multiple projects in the housing element cycle through 2031. For analyses that may have more localized or neighborhood implications (aesthetics, agriculture, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, public services, recreation, utilities, tribal cultural resources, wildfire), the geographic scope for cumulative impacts includes the city of Palo Alto. For these issue areas, generally, impacts are site specific and cumulative impacts would not be significant. Therefore, the proposed project would not result in a cumulatively considerable contribution to the above-mentioned issue areas. Future development projects would be reviewed by the City pursuant to CEQA to identify potential impacts to on a project-by-project basis. While there is the potential for significant cumulative impacts, it is anticipated that potential impacts associated with individual development projects would be addressed on a case-by-case basis and would be subject to the mitigation measures outlined in this Addendum, City policies, and State and local regulations regarding the protection of such resources. With compliance with the existing policies and regulations, and mitigation measures, future development would be required to avoid or mitigate impacts. Therefore, the proposed project’s incremental contribution to cumulative impacts associated with aesthetics, agriculture, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, public services, recreation, utilities, tribal cultural resources, and wildfire would not be cumulatively considerable, and cumulative impacts would be less than significant.

Some analyses including air quality, energy, greenhouse gas emissions, transportation, and population and housing, rely on much larger geographic areas such as the Bay Area region. For issues that may have regional cumulative implications, the cumulative impact analysis is based on Plan Bay Area 2050, the Bay Area’s most recent Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

As discussed in Section 3, *Air Quality*, the project would be consistent with the 2017 Clean Air Plan control measures as development facilitated by the project would comply with the latest Title 24 regulations and would increase density in urban areas in proximity to transit, allowing for greater use of alternative modes of transportation. Additionally, the increase in VMT would not exceed the projected population increase per the BAAQMD *CEQA Air Quality Guidelines* for

operational emissions from plans. Discussion of these impacts considers the
of criteria pollutants in the region. Therefore, the project would not result in a cumulatively
considerable contribution to an air quality impact.

As discussed in Section 6, *Energy*, development facilitated by the project would not result in a
wasteful, inefficient, or unnecessary consumption of energy, and operation of the new
residential structures would not result in potentially significant environmental effects due to
the wasteful, inefficient, or unnecessary consumption of energy. Development facilitated by the
project would be consistent with the energy-related goals, policies, and actions of the
Statewide plans and the City's 2030 Comprehensive Plan; therefore, the project would not
make a cumulatively considerable contribution to a significant cumulative impact with respect
to consistency with renewable energy and energy efficiency plans. Projects throughout the Bay
Area are required to adhere to applicable renewable energy and energy efficiency laws,
programs, and policies such as California's RPS, AB 2076, and Title 24 standards to avoid the
wasteful, inefficient, or unnecessary consumption of energy.

As discussed in Section 8, *Greenhouse Gas Emissions*, the impact of GHG emissions generated
by development facilitated by the proposed HEU is inherently cumulative. GHG emissions from
one project cannot, on their own, result in changes in climatic conditions; therefore, the
emissions from any project must be considered in the context of their contribution to
cumulative global emissions, which is the basis for determining a significant cumulative impact.
This is determined through the project's consistency with applicable GHG emission thresholds
and applicable plans, policies, or regulations adopted for the purpose of reducing the emissions
of GHGs. GHG emissions from development facilitated by the project would not exceed the
BAAQMD interpolated 2031 plan-level threshold. In addition, development facilitated by the
project would be consistent with the 2022 Scoping Plan, Plan Bay Area 2050, 2030
Comprehensive Plan, and the City's S/CAP. Therefore, the project would not result in a
significant cumulative impact related to GHG emissions.

As discussed in Section 14, *Population and Housing*, the proposed HEU would result in an
increase of 665 more housing units compared to Scenario 6 of the 2017 EIR. However, the
proposed project would be consistent with State requirements for the RHNA and would further
assist in addressing the existing housing crisis and meeting the housing needs of the City's
communities. Therefore, the project would not result in a cumulatively considerable
contribution to a population and housing impact.

As discussed in Section 17, *Transportation*, the proposed HEU would not result in a significant
cumulative VMT impact. Therefore, the project would not result in a cumulatively considerable
contribution to a transportation impact.

Therefore, with continued implementation of mitigation measures from the 2017 EIR, impacts
of the proposed HEU would not be cumulatively considerable. Impacts would be generally the
same as the impact analyzed in the 2017 EIR for the 2030 Comprehensive Plan. Because there
would be no new or substantially more severe significant impacts than what was analyzed in
the 2017 EIR, further analysis is not warranted.

22 Other CEQA Required Discussions

The proposed HEU would not substantially change the discussion and findings presented for the 2030 Comprehensive Plan in Section 7, *CEQA-Mandated Sections*, of the 2017 EIR. These other required discussions include impacts found not to be significant, growth-inducing impacts, and irreversible changes. As with the 2017 EIR, the proposed HEU would not directly induce growth because it would not extend services to an undeveloped area. The proposed HEU would direct growth to specific areas that are already urbanized and underutilized and would improve mobility while not making new areas within or outside of Palo Alto easier to develop. Although employment growth that occurs during the life of the proposed HEU could indirectly induce additional growth by contributing to an increased demand for housing, similar to the 2017 EIR, future development would be required to comply with policies within the 2030 Comprehensive Plan to ensure growth occurs in a sustainable manner. All potential impacts associated with population and housing growth would be mitigated to less than significant levels. Given that the State is currently in an ongoing housing crisis due to an insufficient housing supply, the additional units under the proposed project would further assist in addressing the existing crisis and meeting the housing needs of the City's communities, and would allow the city to satisfy its fair share of RHNA.

The proposed HEU would allow land uses largely consistent with current land uses and redevelopment would occur in areas that are already urbanized, which would not result in irreversible land use changes. Additionally, as discussed in Section 9, *Hazards and Hazardous Materials*, of this Addendum, compliance with federal, State, and local hazardous materials regulations and local emergency plans would ensure that irreversible changes to the physical environment from the accidental release of hazardous materials are less than significant. As with the 2017 EIR, the proposed HEU would irretrievably commit non-renewable resources for the construction and maintenance of buildings and infrastructure. These non-renewable resources include mined materials such as sand, gravel, steel, lead, copper, and other metals. Buildout of the proposed HEU would also result in a long-term commitment to the consumption of fossil fuels, natural gas, and gasoline. Increased energy demands would be used for construction, lighting, heating, and cooling of residences, and transportation of people within, to, and from the housing inventory sites. However, the proposed project would place residents in proximity to transit, services, and jobs, which would reduce consumption of fossil fuels through the reduced reliance on single-occupancy vehicles and promote bicycling and walking. Additionally, future development would be required to include an all-electric design pursuant to the City's Reach Code and would utilize 100 percent carbon neutral electricity supplied by CPAU. Therefore, by facilitating residential development that would maximize conservation, energy efficiency, and solar energy generation, impacts would be less than significant.

As described above in Sections 1 through 20, the proposed project would not result in new or substantially more severe significant direct, indirect, or cumulative impacts beyond those identified in the 2017 EIR for the 2030 Comprehensive Plan. Therefore, the proposed project would also result in no new or substantially more severe significant impacts found not to be

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significant, growth-inducing impacts, and irreversible changes beyond those discussed in the 2017 EIR.

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As demonstrated in the discussions above regarding the potential effects of the proposed HEU, substantial changes are not proposed to the 2030 Comprehensive Plan nor have substantial changes in circumstances occurred that would require major revisions to the 2017 EIR prepared for the 2030 Comprehensive Plan. Significant impacts beyond those identified and analyzed in the 2017 EIR would not be expected to occur as a result of the proposed project. Overall, the proposed HEU would result in no new information of substantial importance that would have new, more severe impacts, or new mitigation measures from what was identified in the 2017 EIR. As such, the proposed project would not result in conditions identified in *State CEQA Guidelines* Section 15162, and a Subsequent or Supplemental EIR is not required for the proposed project. Again, it should be noted that the proposed project would be subject to all previously required mitigation measures from the 2017 EIR, as applicable. The MMRP adopted for the 2030 Comprehensive Plan would continue to be applicable to the proposed project. Based on the above analysis, this Addendum to the 2017 EIR for the 2030 Comprehensive Plan has been prepared in accordance with Section 15164 of the *State CEQA Guidelines*.

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REFERENCES

BIBLIOGRAPHY

- Association of Bay Area Governments (ABAG). 202. Plan Bay Area 2050.
https://www.planbayarea.org/sites/default/files/documents/Plan_Bay_Area_2050_October_2021.pdf
- BAAQMD. 2017a. California Environmental Quality Act: Air Quality Guidelines. San Francisco, CA. May 2017. http://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en
- _____. 2017b. Final 2017 Clean Air Plan. April 19, 2017.
https://www.baaqmd.gov/~media/files/planning-and-research/plans/2017-clean-air-plan/attachment-a_-_proposed-final-cap-vol-1-pdf.pdf?la=en
- California Air Resources Board (CARB). 2005. Air Quality and Land Use handbook: A Community Health Perspective. <https://sfmohcd.org/sites/default/files/20%20%20CARB%2C%20Air%20Quality%20and%20Land%20Use%20Handbook%202005.pdf>
- _____. 2017. 2017 Climate Change Scoping Plan.
https://ww2.arb.ca.gov/sites/default/files/classic/cc/scopingplan/scoping_plan_2017.pdf
- _____. 2021. Overview: Diesel Exhaust & Health. <https://ww2.arb.ca.gov/resources/overview-diesel-exhaust-and-health>
- California Department of Conservation (DOC). 2002. California Geomorphic Provinces.
<https://www.conservation.ca.gov/cgs/Documents/Publications/CGS-Notes/CGS-Note-36.pdf>
- CalRecycle. 2022a. Jurisdiction Disposal and Alternative Daily Cover (ADC) Tons by Facility.
<https://www2.calrecycle.ca.gov/LGCentral/DisposalReporting/Destination/DisposalByFacility>
- _____. 2022b. Kirby Canyon Landfill.
<https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/1370?siteID=3393>
- _____. 2022c. Corinda Los Trancos Landfill (Ox Mountain).
<https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/1561?siteID=3223>
- _____. 2022d. Monterey Peninsula Landfill.
<https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2642?siteID=1976>
- _____. 2023. Estimated Solid Waste Generation Rates.
<https://www2.calrecycle.ca.gov/wastecharacterization/general/rates>
- DecisionInsite. 2021. Annual Enrollment Projection Report Palo Alto Unified School District.
[https://go.boarddocs.com/ca/pausd/Board.nsf/files/C29PNR646AA6/\\$file/20210420Attachment4DecisionInsiteEnrollmentProjectionReport.pdf](https://go.boarddocs.com/ca/pausd/Board.nsf/files/C29PNR646AA6/$file/20210420Attachment4DecisionInsiteEnrollmentProjectionReport.pdf)
- Department of Finance (DOF). 2022. E-5 Population and Housing Estimates for Cities, Counties, and the State 2020-2022. <https://dof.ca.gov/forecasting/demographics/estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2022/>

REFERENCES

- IPCC. 2021. Climate Change 2021: The Physical Science Basis. Contribution of Working Group I to the Sixth Assessment Report of the Intergovernmental Panel on Climate Change. Cambridge University Press. https://www.ipcc.ch/report/ar6/wg1/downloads/report/IPCC_AR6_WGI_Full_Report.pdf
- Office of Emergency Services. 2017. Santa Clara County Operational Area Hazard Mitigation Plan. <https://emergencymanagement.sccgov.org/sites/g/files/exjcpb261/files/For%20Partners/Local-Hazard-Mitigation-Plan-LHMP-Vol-1.pdf>
- Palo Alto, City of. 2005. Palo Alto Single-Family Individual Review Guidelines. Adopted June 10, 2005. <https://www.cityofpaloalto.org/files/assets/public/planning-amp-development-services/file-migration/current-planning/forms-and-guidelines/individual-review-ir-guidelines.pdf>
- _____. 2012. City of Palo Alto Bicycle and Pedestrian Transportation Plan. https://www.cityofpaloalto.org/files/assets/public/transportation/projects/bicycle-pedestrian-transportation-plan_adopted-july-2012.pdf
- _____. 2016. City of Palo Alto Comprehensive Plan Draft EIR Volume 1. Adopted February 5, 2016. https://www.cityofpaloalto.org/files/assets/public/planning-amp-development-services/3.-comprehensive-plan/comprehensive-plan/paloaltocompplandeir_vol1_web-1.pdf
- _____. 2017a. City of Palo Alto Comprehensive Plan Update Supplement to the Draft EIR. https://www.cityofpaloalto.org/files/assets/public/planning-amp-development-services/3.-comprehensive-plan/comprehensive-plan/paloalto_compplanupdate_suppeir_feb2017.pdf
- _____. 2017b. City of Palo Alto Comprehensive Plan. Adopted November 13, 2017. https://www.cityofpaloalto.org/files/assets/public/planning-amp-development-services/3.-comprehensive-plan/comprehensive-plan/full-comp-plan-2030_with-june21-amendments.pdf
- _____. 2018. City of Palo Alto Zero Waste Plan. Adopted August 2018. <https://www.cityofpaloalto.org/files/assets/public/zero-waste/zero-waste-website-files/2018-zero-waste-plan.pdf>
- _____. 2020. Regulations for Groundwater Dewatering during Construction of Below Ground Structures. <https://www.cityofpaloalto.org/files/assets/public/public-works/engineering-services/webpages/forms-and-permits/regulations-for-groundwater-dewatering-during-construction-of-below-ground-structures-2021.pdf>
- _____. 2021. 2020 Urban Water Management Plan and Water Shortage Contingency Plan. https://www.cityofpaloalto.org/files/assets/public/utilities/uwmp/2020-uwmp_final-submission-to-dwr.pdf
- _____. 2022a. Green Building Code Requirements. <https://www.cityofpaloalto.org/City-Hall/Sustainability/Green-Building-Code-Requirements>
- _____. 2022b. Carbon Neutral Electricity and Natural Gas. <https://www.cityofpaloalto.org/Departments/Utilities/Sustainability/Carbon-Neutral-Electricity-and-Natural-Gas>
- _____. 2022c. 2022 Sustainability and Climate Action Plan Goal and Key Actions. Adopted October 3, 2022. <https://www.cityofpaloalto.org/files/assets/public/sustainability/policies-and-plans/2022-scrap-goals-and-key-actions.pdf>

_____. 2022d. Dewatering Sites.
<https://www.google.com/maps/d/viewer?mid=14ztztk6te1yanSaxzUhuJE&ll=37.43630527807649%2C-122.13162251821232&z=14>

_____. 2022e. Fire Station No. 4 Replacement Project.
<https://www.cityofpaloalto.org/Departments/Public-Works/Engineering-Services/Engineering-Projects/Fire-Station-No.-4-Replacement-Project>

_____. 2023. Below Market Rate Housing. <https://www.cityofpaloalto.org/Departments/Planning-Development-Services/Long-Range-Planning/Housing-Policies-and-Programs/Below-Market-Rate-Housing>

Santa Clara County Airport Land Use Commission. 2016. Comprehensive Land Use Plan Santa Clara County Palo Alto Airport. Amended November 16, 2016.
https://www.cityofpaloalto.org/files/assets/public/planning-amp-development-services/3.-comprehensive-plan/aluc_pao_clup_2017.pdf

United States Environmental Protection Agency (US EPA). 2021. Overview of Greenhouse Gases.
<https://www.epa.gov/ghgemissions/overview-greenhouse-gases>

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REFERENCES

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Appendix A

Vehicle Miles Traveled Analysis



Technical Memorandum

Date: April 10, 2023
To: Karly Kaufman
From: At van den Hout
Subject: VMT Analysis for the Palo Alto Housing Element Update (HEU)

Hexagon Transportation Consultants, Inc. has conducted a CEQA transportation VMT analysis for the proposed residential developments under the Palo Alto Housing Element. This memorandum presents a summary of the vehicle miles traveled (VMT) methodology and analysis findings.

Project Description

The proposed Housing Element would amend the City of Palo Alto’s 2030 Comprehensive Plan by replacing the current Housing Element with the proposed 2023-2031 Housing Element. The proposed Housing Element identifies 289 sites that could provide 6,668 additional housing units within the City of Palo Alto. Most sites are located throughout Palo Alto’s Downtown and South of the Forest Area in districts that allow for a mix of residential and commercial uses near transit and services.

Senate Bill 743

Based on revisions in State law to implement Senate Bill (SB) 743, public agencies in California are mandated to use vehicle miles traveled (VMT) as the metric for CEQA transportation analyses starting July 1, 2020. The CEQA Guidelines now identify VMT as the most appropriate metric for evaluating a project’s transportation impacts. With the California Natural Resources Agency’s certification and adoption of the changes to the CEQA Guidelines, automobile delay, and congestion, as measured by level of service (LOS) and other similar metrics, no longer constitutes a significant environmental effect under CEQA. However, LOS is used outside the CEQA document to evaluate other non-CEQA transportation impacts of development projects, such as congestion, circulation, and safety issues and concerns.

Palo Alto Vehicle Miles Traveled Policy

On June 15, 2020, Palo Alto City Council established a VMT policy by adopting a resolution updating the City’s transportation analysis methodology under CEQA to comply with California Senate Bill 743. In addition, City Council adopted a local transportation impact analysis policy to evaluate level of service and other local roadway impacts. The VMT policy contains screening criteria to identify projects that can be presumed to have a less than significant transportation impact. The Governor’s Office of Planning and Research (OPR) recommends that agencies use screening criteria to identify projects known to reduce VMT or be low VMT generators and that are thus expected to have a less than significant VMT impact. These projects would then be exempt from performing a quantitative VMT analysis. The use of screening criteria streamlines analysis for projects already presumed to have a less than significant impact on VMT. Palo Alto’s Comprehensive Plan policies encourage housing developments to protect local-serving retail, and to reduce traffic on the roadway network. Therefore, projects aligned with City policies do not have to procure costly and redundant transportation analyses that will show they are low-VMT generators under CEQA. If a project meets the screening criteria, a quantitative VMT analysis



would not be required; however, the CEQA analysis would still include a qualitative VMT, discussing the site(s) and location characteristics.

The City of Palo Alto has established the following VMT screening criteria to determine land use development projects that may be exempt from additional VMT analysis under the City's VMT guidelines:

- **Small Projects:** Projects that generate fewer than 110 trips per day. This may equate to non-residential projects of 10,000 sq. ft. or less and residential projects of 20 units or less.
- **Projects in Low VMT Areas:** Residential and office projects located in low-VMT areas¹ with similar features (i.e., density, a mix of uses, transit accessibility) as existing developments in these areas.
- **Projects in Proximity to Major Transit Stops:** Projects that are located within a half mile of an existing or planned high-quality transit corridor or major transit stations and meet the following additional criteria:
 - (1) is high density (minimum floor area ratio of 0.75),
 - (2) does not exceed parking requirements,
 - (3) is consistent with Plan Bay Area, and
 - (4) does not replace affordable units with smaller numbers of moderate- or above moderate-income units.
- **Affordable Housing:** 100% affordable housing projects in infill locations.
- **Local Serving Retail:** Retail projects of 50,000 sq. ft. or less.

Thresholds of Significance

Land use projects not screened out will require quantitative VMT analyses, and their VMTs must be below pre-determined thresholds to be considered as having a less-than-significant impact. Consistent with State CEQA Guidelines Section 15064.3, the City of Palo Alto has adopted the thresholds of significance for residential projects. A residential project that exceeds a level of 15% below existing (baseline) County home-based VMT per resident may indicate a significant transportation impact.

VMT Analysis Methodology and Findings

When applying the above thresholds for residential projects, VMT is compared to a threshold based on the countywide (2015) baseline VMT value, which is the home-based VMT per resident. Home-based VMT per resident is defined as the number of all home-based automobile vehicle trips traced back to the residence multiplied by the vehicle distance. This home-based VMT is then divided by the population to calculate home-based VMT per resident.

¹ Residential projects located in areas where baseline VMT is 15% below the existing county average per resident, and office projects located in areas where baseline VMT is 15% below the existing regional average per employee could be considered to be in low-VMT areas and presumed to have a less than significant VMT impact.

Travel Forecasting Model

The VMT calculations are done with the recently completed Palo Alto Travel Forecasting Model (PA model). The PA model is a refinement of Santa Clara Valley Transportation Authority's (VTA's) Bi-County Travel Forecasting Model (VTA model)². The PA model is the best available tool to simulate travel in Palo Alto and serves as the primary forecasting tool for the City. The model is a mathematical representation of travel in the nine Bay Area counties and Santa Cruz, San Benito, Monterey, and San Joaquin counties, focusing on travel within the City of Palo Alto. The model has four main components: 1) trip generation, 2) trip distribution, 3) mode choice, and 4) trip assignment. The model uses socioeconomic inputs (i.e., population, income, employment) aggregated into geographic areas, called transportation analysis zones (TAZs), to estimate travel within the modeled area. There are 110 TAZs within the model that represent the City of Palo Alto, and the 289 Housing Element sites are spread out over 44 TAZs.

Scenarios Analyzed

In addition to evaluating VMT for the Housing Element, VMT associated with Scenario 6 of the City's Comprehensive Plan was also analyzed. The PA model's land use assumptions and transportation networks were updated to reflect the year 2031 conditions. The year 2031 land use data outside Palo Alto was interpolated between VTA's 2015 and 2040 land use assumptions. Palo Alto's two future land use scenarios reflect the increases in households and employment proposed for the Comprehensive Plan and the Housing Element, respectively. The following scenarios are addressed in the VMT analysis.

- *Baseline (2015) Conditions:* The baseline (2015) PA model is used to determine the baseline home-based VMT per resident for the TAZs in Palo Alto and the countywide average VMT per resident, and the 85 percentile of the countywide average VMT per resident.
- *Comprehensive Plan (2031) Conditions:* This scenario includes the proposed land uses assumed for Scenario 6 of Palo Alto's Comprehensive Plan. Scenario 6 contains 6,000 additional housing units and 8,868 jobs.
- *Housing Element (2031) Conditions:* This scenario includes the proposed land uses assumed in the Housing Element. The Housing Element has 6,668 additional housing units and 8,868 jobs.

Figures 1 and 2 present the growth in housing units for the TAZs assumed for the Comprehensive Plan and the Housing Element Plan, respectively. The increase in jobs, which is assumed to be the same for both the Comprehensive Plan and the Housing Element Plan, is shown on Figure 3.

² Documentation of the Palo Alto Travel Forecasting Model Update is summarized in a Technical Memorandum: *Palo Alto Model Update and Validation Results, March 20, 2023.*

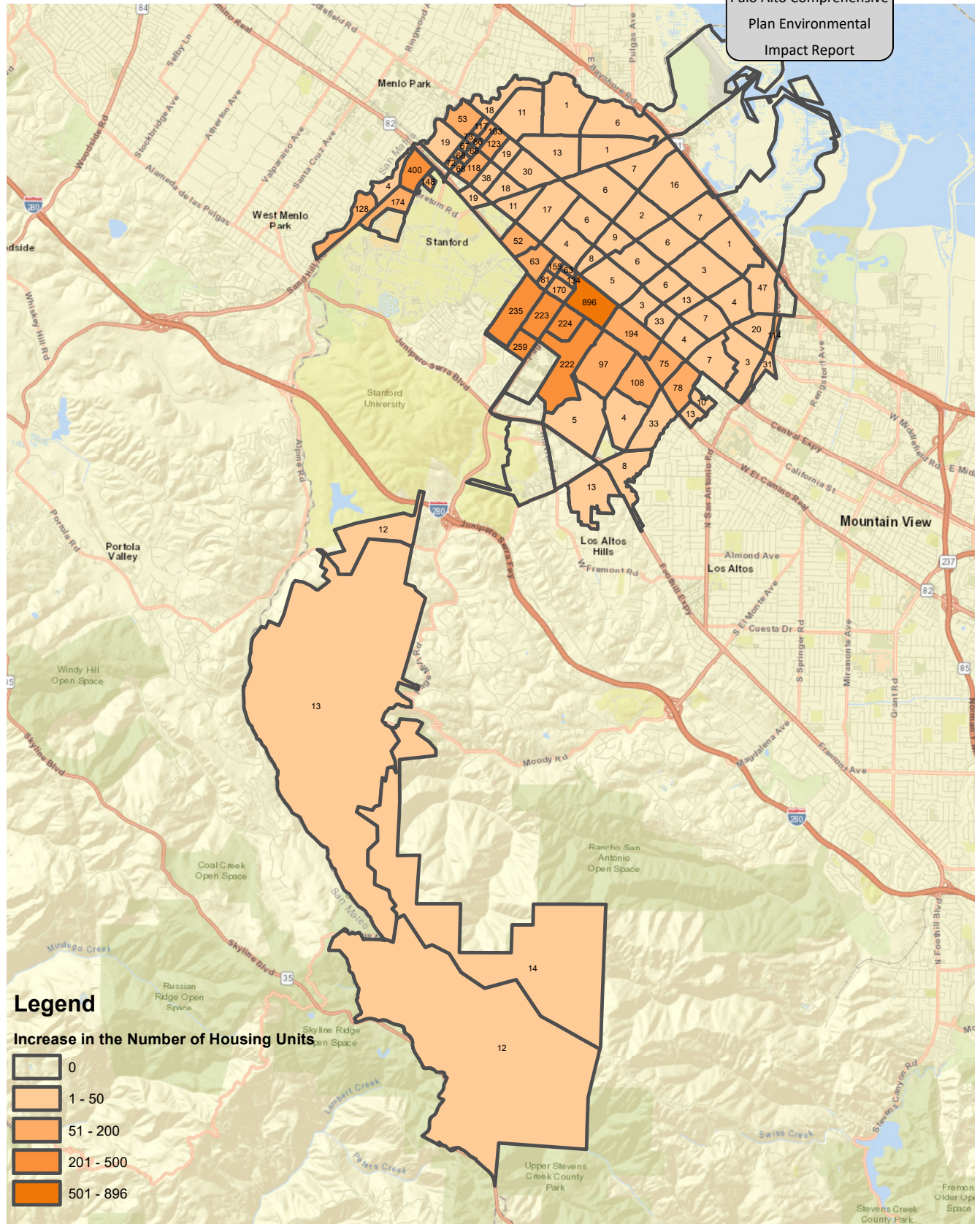


Figure 1
Increase in Housing Units by Palo Alto TAZ for the Comprehensive Plan

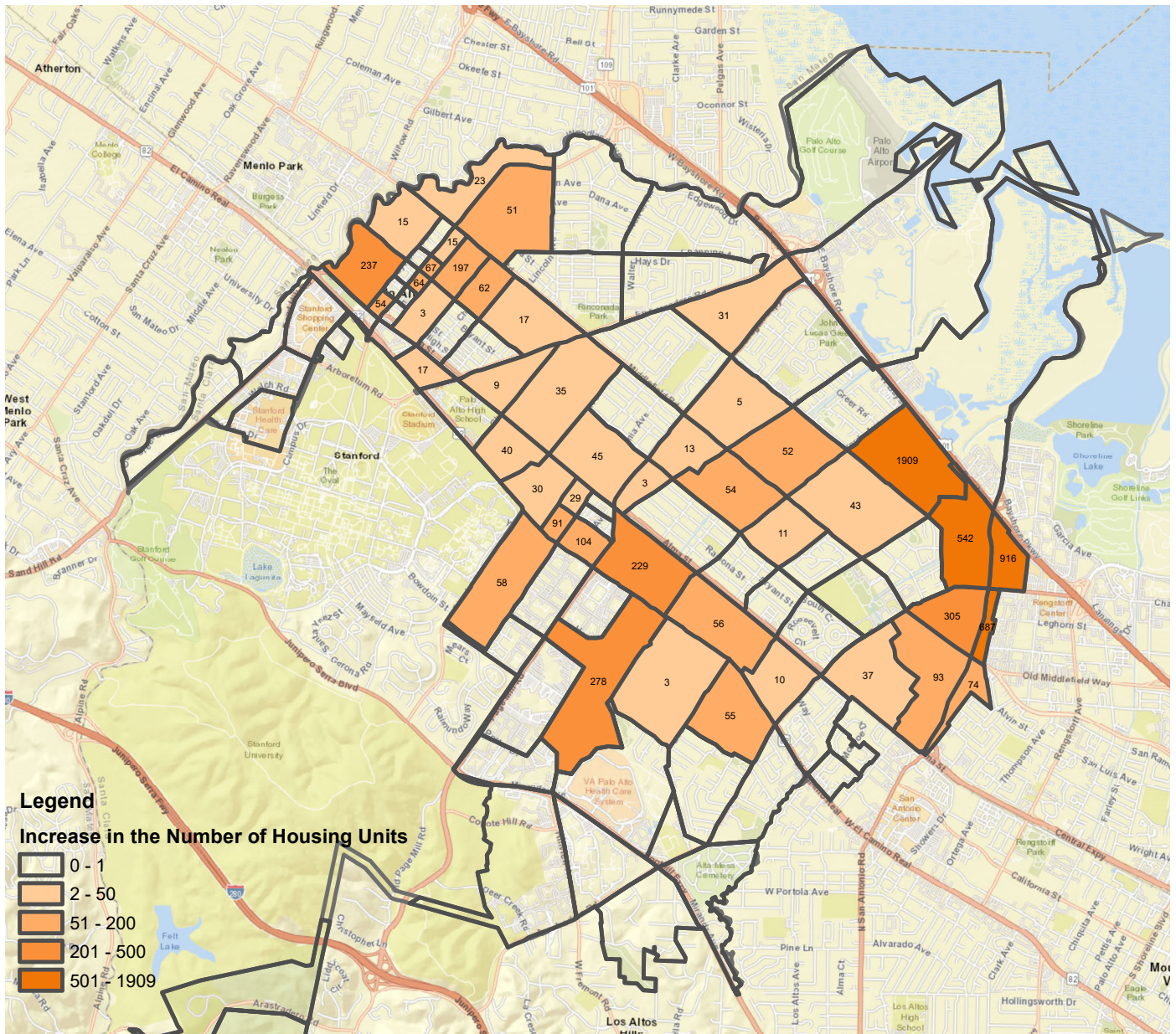
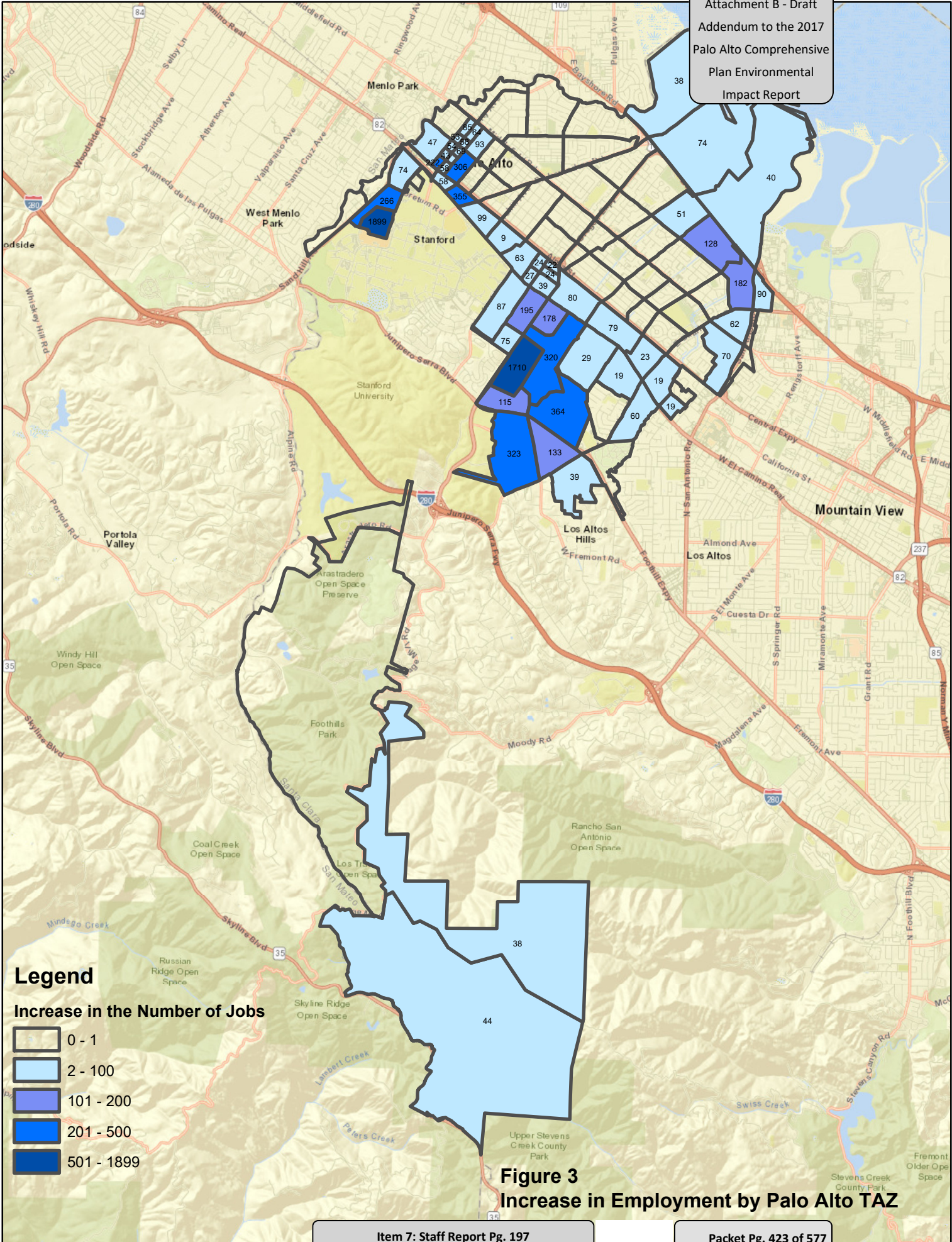


Figure 2
 Increase in Housing Units by Palo Alto TAZ for the Housing Element



Residential VMT Analysis

The PA model was used to estimate the 2015 baseline countywide VMT, the VMT for the Comprehensive Plan, and the Housing Element. Table 1 below shows the residential VMT, the number of housing units, the population, and the VMT per resident for Santa Clara County and three Palo Alto scenarios. The county average VMT per resident for residential development is 12.90, and the threshold of significance is 85 percent of 12.90 or 10.97 daily vehicle miles per resident. As a whole, the Comprehensive Plan and the Housing Element have a residential VMT of 9.02 and 9.28, respectively, which is less than 85 percent of the county average VMT per resident. Thus, the VMT per resident for the Housing Element (and also for the Comprehensive Plan) as a whole would be below the threshold of 10.97 VMT per resident. Therefore, implementing the Housing Element would result in a **less-than-significant** VMT impact on transportation.

Table 1: VMT Projections for Palo Alto and Santa Clara County

Area	Scenario	Residential VMT ¹	Housing Units	Population	VMT per Resident ²
City of Palo Alto	2015	643,912	27,771	69,537	9.26
	2031 Comp	763,463	33,771	84,597	9.02
	2031 HEU	801,073	34,439	86,277	9.28
Santa Clara County	2015	23,897,059	627,249	1,852,178	12.90

¹ Residential VMT = Home-Based Trip Productions * Travel Distance

² VMT per Resident = Residential VMT / Population

Site-Specific VMT Analysis

The 289 Housing Element sites are spread out over 44 TAZs. A VMT analysis for each of the 44 TAZs shows that the Housing Element sites in three TAZs have a VMT per resident higher than the threshold of 85 percent of the countywide average, but these VMTs are still lower than the county average of 12.90. A summary of the VMT data for those three TAZs is shown in Table 2. A map of the VMT per resident for the Housing Element TAZs is shown on Figure 4. The sites in the other 41 TAZs have VMT per resident values less than 85 percent of the county average.

**Table 2
Housing Sites in TAZs with VMTs Higher than 85 Percent of the County Average**

TAZ	Residential VMT ¹	Total Housing Units	Population	VMT per Resident ²	HEU Housing Units
477	28,129	916	2,299	12.23	916
496	8,071	327	626	12.89	17
533	15,605	677	1,314	11.88	62
				Total	995

¹ Residential VMT = Home-Based Trip Productions * Travel Distance

² VMT per Resident = Residential VMT / Population

Note: The threshold of significance is 85 percent of the county average, or 11.0 daily miles per resident

Individual housing development projects located at sites in these three TAZs are subject to mitigate VMT impacts. A list of TDM strategies to mitigate VMT impacts can be found in Appendix G of the document “SB 743 Implementation Decisions for Palo Alto” at this [link](#).

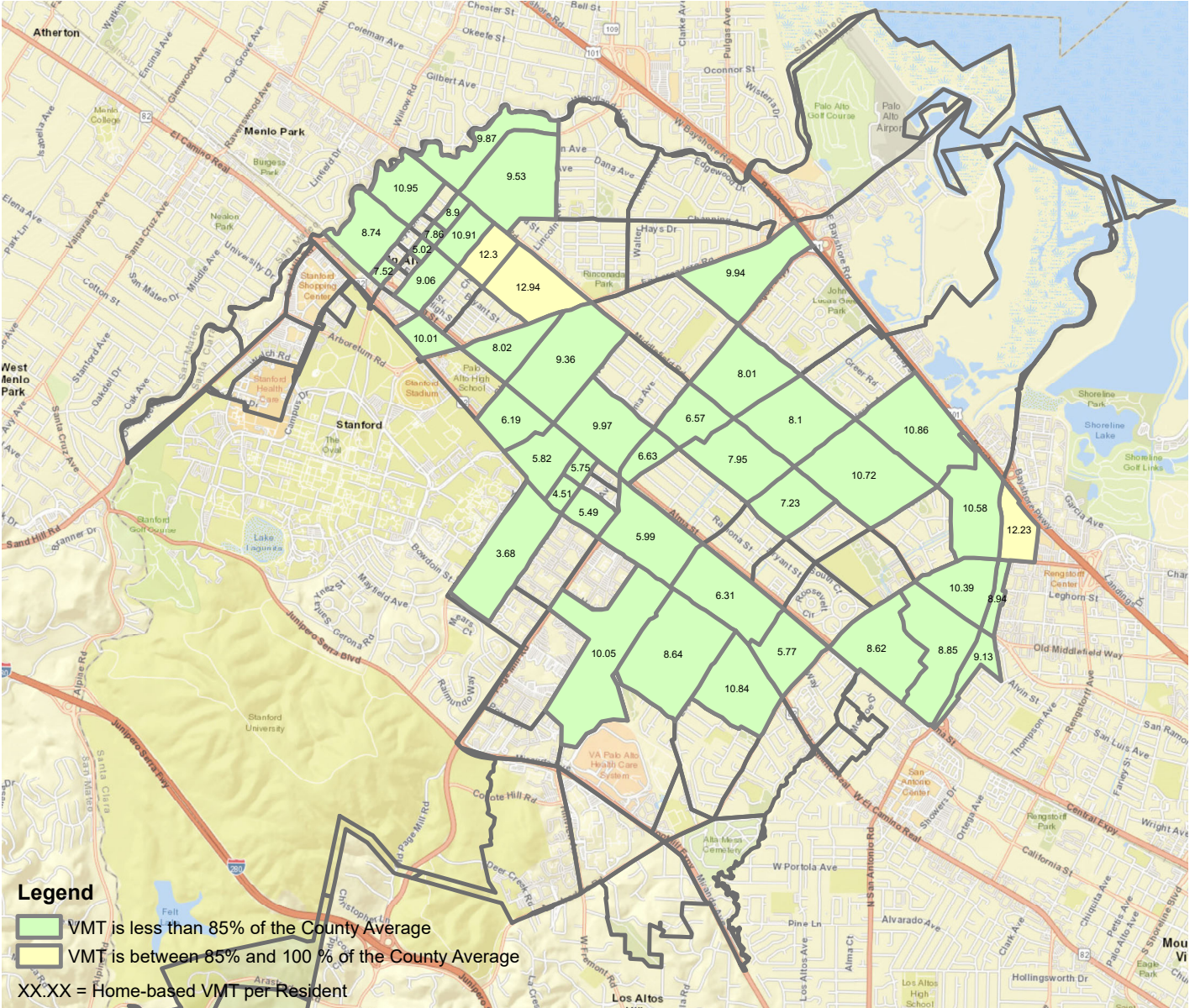


Figure 4
Home-Based VMT per Resident for the Housing Element TAZs

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Appendix B

Greenhouse Gas Emissions Modeling Results

Palo Alto HEU - GHG Emissions Detailed Report

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1.1. Basic Project Information

Data Field	Value
Project Name	Palo Alto HEU - GHG Emissions
Lead Agency	—
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	4.20
Precipitation (days)	18.8
Location	Palo Alto, CA, USA
County	Santa Clara
City	Palo Alto
Air District	Bay Area AQMD
Air Basin	San Francisco Bay Area
TAZ	1726
EDFZ	1
Electric Utility	City of Palo Alto
Gas Utility	City of Palo Alto Utilities

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Apartments Mid Rise	665	Dwelling Unit	17.5	638,400	0.00	0.00	1,669	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4.77	46.2	39.8	38.9	0.06	1.81	19.8	21.6	1.66	10.1	11.8	—	9,373	9,373	0.43	0.48	24.5	9,549
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	3.57	46.1	27.4	35.5	0.04	1.20	5.25	5.74	1.10	1.25	1.70	—	9,011	9,011	0.33	0.50	0.64	9,168
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.54	27.7	18.1	24.6	0.03	0.76	4.50	5.26	0.70	1.82	2.52	—	6,362	6,362	0.22	0.34	7.40	6,477
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.46	5.05	3.31	4.49	0.01	0.14	0.82	0.96	0.13	0.33	0.46	—	1,053	1,053	0.04	0.06	1.22	1,072

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2023	4.77	4.01	39.8	37.1	0.06	1.81	19.8	21.6	1.66	10.1	11.8	—	8,639	8,639	0.43	0.46	24.5	8,813
2024	3.47	2.95	15.1	35.4	0.04	0.52	4.46	4.98	0.48	1.07	1.55	—	8,533	8,533	0.29	0.46	23.0	8,701

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2025	3.79	46.2	15.2	38.9	0.04	0.49	5.25	5.74	0.45	1.25	1.70	—	9,373	—	—	—	—	24.5	9,549
2026	3.46	46.0	14.3	37.1	0.04	0.43	5.25	5.68	0.40	1.25	1.65	—	9,246	9,246	0.30	0.48	22.2	9,420	
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2023	3.56	3.01	27.4	34.0	0.04	1.20	4.46	5.04	1.10	1.07	1.60	—	8,324	8,324	0.33	0.47	0.64	8,474	
2024	3.40	2.87	15.6	32.5	0.04	0.52	4.46	4.98	0.48	1.07	1.55	—	8,225	8,225	0.32	0.47	0.59	8,374	
2025	3.57	46.1	15.7	35.5	0.04	0.49	5.25	5.74	0.45	1.25	1.70	—	9,011	9,011	0.32	0.50	0.64	9,168	
2026	3.40	45.8	14.8	34.0	0.04	0.43	5.25	5.68	0.40	1.25	1.65	—	8,892	8,892	0.32	0.50	0.58	9,048	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2023	2.54	2.14	18.1	20.0	0.03	0.76	4.50	5.26	0.70	1.82	2.52	—	4,092	4,092	0.16	0.12	2.37	4,134	
2024	2.42	2.05	11.0	23.0	0.03	0.38	3.16	3.53	0.35	0.75	1.10	—	5,921	5,921	0.22	0.34	7.07	6,035	
2025	2.48	27.7	10.9	24.6	0.03	0.34	3.61	3.95	0.32	0.86	1.18	—	6,362	6,362	0.22	0.34	7.40	6,477	
2026	1.43	18.8	6.56	14.5	0.02	0.21	2.04	2.25	0.19	0.49	0.68	—	3,689	3,689	0.13	0.19	3.77	3,752	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2023	0.46	0.39	3.31	3.65	0.01	0.14	0.82	0.96	0.13	0.33	0.46	—	677	677	0.03	0.02	0.39	685	
2024	0.44	0.37	2.01	4.21	< 0.005	0.07	0.58	0.64	0.06	0.14	0.20	—	980	980	0.04	0.06	1.17	999	
2025	0.45	5.05	1.99	4.49	< 0.005	0.06	0.66	0.72	0.06	0.16	0.22	—	1,053	1,053	0.04	0.06	1.22	1,072	
2026	0.26	3.43	1.20	2.64	< 0.005	0.04	0.37	0.41	0.03	0.09	0.12	—	611	611	0.02	0.03	0.62	621	

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	14.1	30.9	12.8	113	0.23	0.64	7.54	8.18	0.64	1.33	1.97	324	27,711	28,035	23.5	0.97	44.0	28,954

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Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	10.4	27.2	13.4	71.0	0.22	0.63	7.54	8.17	0.62	1.33	1.95	324	26,464	26,788	23.6	1.04	5.59	27,692
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	10.7	27.9	6.46	81.8	0.17	0.11	7.16	7.28	0.11	1.26	1.37	324	17,642	17,966	23.3	0.96	20.7	18,854
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.96	5.10	1.18	14.9	0.03	0.02	1.31	1.33	0.02	0.23	0.25	53.6	2,921	2,974	3.86	0.16	3.43	3,122

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	9.92	9.24	5.85	72.7	0.19	0.10	7.54	7.64	0.09	1.33	1.42	—	19,279	19,279	0.72	0.73	39.4	19,554
Area	4.21	21.6	6.91	40.7	0.04	0.54	—	0.54	0.55	—	0.55	0.00	8,432	8,432	0.16	0.02	—	8,441
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	101	0.00	101	0.35	0.22	—	176
Waste	—	—	—	—	—	—	—	—	—	—	—	222	0.00	222	22.2	0.00	—	778
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.57	4.57
Total	14.1	30.9	12.8	113	0.23	0.64	7.54	8.18	0.64	1.33	1.97	324	27,711	28,035	23.5	0.97	44.0	28,954
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	9.59	8.88	6.85	68.2	0.18	0.10	7.54	7.64	0.09	1.33	1.42	—	18,133	18,133	0.81	0.80	1.02	18,393
Area	0.77	18.4	6.56	2.79	0.04	0.53	—	0.53	0.53	—	0.53	0.00	8,331	8,331	0.16	0.02	—	8,340

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Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	—	0.00	—	0.00	
Water	—	—	—	—	—	—	—	—	—	—	—	101	0.00	101	0.35	0.22	—	176
Waste	—	—	—	—	—	—	—	—	—	—	—	222	0.00	222	22.2	0.00	—	778
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.57	4.57
Total	10.4	27.2	13.4	71.0	0.22	0.63	7.54	8.17	0.62	1.33	1.95	324	26,464	26,788	23.6	1.04	5.59	27,692
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	9.00	8.34	6.12	63.1	0.17	0.09	7.16	7.26	0.09	1.26	1.35	—	17,387	17,387	0.73	0.73	16.2	17,640
Area	1.72	19.6	0.33	18.7	< 0.005	0.02	—	0.02	0.02	—	0.02	0.00	255	255	0.01	< 0.005	—	256
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	101	0.00	101	0.35	0.22	—	176
Waste	—	—	—	—	—	—	—	—	—	—	—	222	0.00	222	22.2	0.00	—	778
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.57	4.57
Total	10.7	27.9	6.46	81.8	0.17	0.11	7.16	7.28	0.11	1.26	1.37	324	17,642	17,966	23.3	0.96	20.7	18,854
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1.64	1.52	1.12	11.5	0.03	0.02	1.31	1.32	0.02	0.23	0.25	—	2,879	2,879	0.12	0.12	2.68	2,921
Area	0.31	3.57	0.06	3.42	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	42.2	42.2	< 0.005	< 0.005	—	42.3
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	16.8	0.00	16.8	0.06	0.04	—	29.2
Waste	—	—	—	—	—	—	—	—	—	—	—	36.8	0.00	36.8	3.68	0.00	—	129
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.76	0.76
Total	1.96	5.10	1.18	14.9	0.03	0.02	1.31	1.33	0.02	0.23	0.25	53.6	2,921	2,974	3.86	0.16	3.43	3,122

3. Construction Emissions Details

3.1. Demolition (2023) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

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Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2	CO2e			
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
Off-Road Equipment	3.39	2.84	27.3	23.5	0.03	1.20	—	1.20	1.10	—	1.10	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.39	2.84	27.3	23.5	0.03	1.20	—	1.20	1.10	—	1.10	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.46	0.39	3.75	3.22	< 0.005	0.16	—	0.16	0.15	—	0.15	—	469	469	0.02	< 0.005	—	471
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.08	0.07	0.68	0.59	< 0.005	0.03	—	0.03	0.03	—	0.03	—	77.7	77.7	< 0.005	< 0.005	—	77.9
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—

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Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00				0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.06	0.05	0.71	0.00	0.00	0.12	0.12	0.00	0.03	0.03	—	134	134	0.01	< 0.005	0.61	136
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.05	0.06	0.61	0.00	0.00	0.12	0.12	0.00	0.03	0.03	—	124	124	< 0.005	0.01	0.02	125
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	17.1	17.1	< 0.005	< 0.005	0.04	17.4
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.84	2.84	< 0.005	< 0.005	0.01	2.88
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Site Preparation (2023) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.70	3.95	39.7	35.5	0.05	1.81	—	1.81	1.66	—	1.66	—	5,295	5,295	0.21	0.04	—	5,314
Dust From Material Movement:	—	—	—	—	—	—	19.7	19.7	—	10.1	10.1	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.39	0.32	3.27	2.92	< 0.005	0.15	—	0.15	0.14	—	0.14	—	435	435	0.02	< 0.005	—	437
Dust From Material Movement:	—	—	—	—	—	—	1.62	1.62	—	0.83	0.83	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.07	0.06	0.60	0.53	< 0.005	0.03	—	0.03	0.02	—	0.02	—	72.1	72.1	< 0.005	< 0.005	—	72.3
Dust From Material Movement:	—	—	—	—	—	—	0.29	0.29	—	0.15	0.15	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.05	0.83	0.00	0.00	0.14	0.14	0.00	0.03	0.03	—	156	156	0.01	0.01	0.71	159
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	< 0.005	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	12.0	12.0	< 0.005	< 0.005	0.03	12.2
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.99	1.99	< 0.005	< 0.005	< 0.005	2.02
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.5. Grading (2023) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.43	3.72	37.3	31.4	0.06	1.59	—	1.59	1.47	—	1.47	—	6,598	6,598	0.27	0.05	—	6,621

Dust From Material Movement:	—	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.91	0.76	7.66	6.45	0.01	0.33	—	0.33	0.30	—	0.30	—	1,356	1,356	0.05	0.01	—	1,360	
Dust From Material Movement:	—	—	—	—	—	—	1.89	1.89	—	0.75	0.75	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.17	0.14	1.40	1.18	< 0.005	0.06	—	0.06	0.06	—	0.06	—	224	224	0.01	< 0.005	—	225	
Dust From Material Movement:	—	—	—	—	—	—	0.35	0.35	—	0.14	0.14	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.07	0.06	0.95	0.00	0.00	0.17	0.17	0.00	0.04	0.04	—	178	178	0.01	0.01	0.81	181	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.01	0.01	0.17	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	34.3	34.3	< 0.005	< 0.005	0.07	34.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	5.68	5.68	< 0.005	< 0.005	0.01	5.76
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.7. Building Construction (2023) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.50	1.26	11.8	13.2	0.02	0.55	—	0.55	0.51	—	0.51	—	2,397	2,397	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.50	1.26	11.8	13.2	0.02	0.55	—	0.55	0.51	—	0.51	—	2,397	2,397	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

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Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.32	0.27	2.50	2.78	< 0.005	0.12	—	0.12	0.11	—	0.11	—	507	507	0.02	< 0.005	—	508
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.05	0.46	0.51	< 0.005	0.02	—	0.02	0.02	—	0.02	—	83.9	83.9	< 0.005	< 0.005	—	84.2
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.93	1.77	1.44	22.6	0.00	0.00	3.96	3.96	0.00	0.93	0.93	—	4,268	4,268	0.21	0.16	19.4	4,339
Vendor	0.20	0.07	2.70	1.29	0.01	0.03	0.50	0.53	0.03	0.14	0.16	—	1,974	1,974	0.12	0.29	5.12	2,068
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.86	1.68	1.76	19.5	0.00	0.00	3.96	3.96	0.00	0.93	0.93	—	3,951	3,951	0.12	0.17	0.50	4,004
Vendor	0.19	0.07	2.85	1.32	0.01	0.03	0.50	0.53	0.03	0.14	0.16	—	1,975	1,975	0.12	0.29	0.13	2,064
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.39	0.35	0.34	4.07	0.00	0.00	0.83	0.83	0.00	0.19	0.19	—	844	844	0.02	0.04	1.77	857
Vendor	0.04	0.01	0.59	0.28	< 0.005	0.01	0.10	0.11	0.01	0.03	0.03	—	417	417	0.03	0.06	0.47	437
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.06	0.74	0.00	0.00	0.15	0.15	0.00	0.04	0.04	—	140	140	< 0.005	0.01	0.29	142

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Vendor	0.01	< 0.005	0.11	0.05	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	69.1	0.08	72.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00

3.9. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.44	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.44	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.03	0.86	8.04	9.39	0.02	0.36	—	0.36	0.33	—	0.33	—	1,717	1,717	0.07	0.01	—	1,723
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.19	0.16	1.47	1.71	< 0.005	0.07	—	0.07	0.06	—	0.06	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

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Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.84	1.67	1.29	21.0	0.00	0.00	3.96	3.96	0.00	0.93	0.93	—	4,186	4,186	0.07	0.16	17.8	4,252
Vendor	0.20	0.07	2.58	1.23	0.01	0.03	0.50	0.53	0.03	0.14	0.16	—	1,949	1,949	0.12	0.29	5.12	2,043
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.77	1.60	1.62	18.1	0.00	0.00	3.96	3.96	0.00	0.93	0.93	—	3,877	3,877	0.11	0.17	0.46	3,929
Vendor	0.19	0.07	2.72	1.27	0.01	0.03	0.50	0.53	0.03	0.14	0.16	—	1,950	1,950	0.12	0.29	0.13	2,039
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.26	1.14	1.05	12.8	0.00	0.00	2.80	2.80	0.00	0.66	0.66	—	2,807	2,807	0.07	0.12	5.49	2,850
Vendor	0.14	0.05	1.91	0.89	0.01	0.02	0.36	0.37	0.02	0.10	0.12	—	1,396	1,396	0.09	0.21	1.58	1,462
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.23	0.21	0.19	2.33	0.00	0.00	0.51	0.51	0.00	0.12	0.12	—	465	465	0.01	0.02	0.91	472
Vendor	0.03	0.01	0.35	0.16	< 0.005	< 0.005	0.06	0.07	< 0.005	0.02	0.02	—	231	231	0.01	0.03	0.26	242
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.11. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398					2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.96	0.80	7.46	9.31	0.02	0.31	—	0.31	0.28	—	0.28	—	1,713	1,713	0.07	0.01	—	1,719
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.18	0.15	1.36	1.70	< 0.005	0.06	—	0.06	0.05	—	0.05	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.75	1.59	1.16	19.6	0.00	0.00	3.96	3.96	0.00	0.93	0.93	—	4,103	4,103	0.07	0.16	16.2	4,168
Vendor	0.18	0.07	2.46	1.19	0.01	0.03	0.50	0.53	0.03	0.14	0.16	—	1,918	1,918	0.11	0.28	5.08	2,008
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.58	1.53	1.47	16.8	0.00	0.00	3.96	3.96	0.00	0.93	0.93	—	3,801	3,801	0.10	0.17	0.42	3,853

Vendor	0.18	0.07	2.58	1.21	0.01	0.03	0.50	0.53	0.03	0.14	0.16	—	1,919	—	—	—	—	0.13	2,004
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.11	1.08	0.94	11.8	0.00	0.00	2.79	2.79	0.00	0.65	0.65	—	2,745	2,745	0.06	0.11	5.00	2,784	
Vendor	0.13	0.05	1.82	0.86	0.01	0.02	0.35	0.37	0.02	0.10	0.12	—	1,370	1,370	0.08	0.20	1.57	1,432	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.20	0.20	0.17	2.15	0.00	0.00	0.51	0.51	0.00	0.12	0.12	—	454	454	0.01	0.02	0.83	461	
Vendor	0.02	0.01	0.33	0.16	< 0.005	< 0.005	0.06	0.07	< 0.005	0.02	0.02	—	227	227	0.01	0.03	0.26	237	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

3.13. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.28	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.28	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

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Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.50	0.41	3.82	5.02	0.01	0.15	—	0.15	0.13	—	0.13	—	929	929	0.04	0.01	—	932
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.08	0.70	0.92	< 0.005	0.03	—	0.03	0.02	—	0.02	—	154	154	0.01	< 0.005	—	154
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.55	1.51	1.02	18.3	0.00	0.00	3.96	3.96	0.00	0.93	0.93	—	4,026	4,026	0.07	0.16	14.7	4,089
Vendor	0.18	0.06	2.34	1.15	0.01	0.03	0.50	0.53	0.03	0.14	0.16	—	1,885	1,885	0.11	0.28	4.59	1,974
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.50	1.34	1.33	15.6	0.00	0.00	3.96	3.96	0.00	0.93	0.93	—	3,730	3,730	0.10	0.17	0.38	3,782
Vendor	0.17	0.05	2.47	1.16	0.01	0.03	0.50	0.53	0.03	0.14	0.16	—	1,886	1,886	0.11	0.28	0.12	1,971
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.57	0.51	0.45	5.97	0.00	0.00	1.52	1.52	0.00	0.35	0.35	—	1,461	1,461	0.03	0.06	2.46	1,482
Vendor	0.07	0.02	0.94	0.45	0.01	0.01	0.19	0.20	0.01	0.05	0.06	—	730	730	0.04	0.11	0.77	764
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.10	0.09	0.08	1.09	0.00	0.00	0.28	0.28	0.00	0.06	0.06	—	242	242	0.01	0.01	0.41	245

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Vendor	0.01	< 0.005	0.17	0.08	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	121	0.13	127
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00

3.15. Paving (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.91	0.76	7.12	9.94	0.01	0.32	—	0.32	0.29	—	0.29	—	1,511	1,511	0.06	0.01	—	1,516
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.91	0.76	7.12	9.94	0.01	0.32	—	0.32	0.29	—	0.29	—	1,511	1,511	0.06	0.01	—	1,516
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.10	0.90	1.25	< 0.005	0.04	—	0.04	0.04	—	0.04	—	190	190	0.01	< 0.005	—	191
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	0.02	0.02	0.16	0.23	< 0.005	0.01	—	0.01	0.01	—	0.01	—	31.5	—	—	—	—	31.6
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.05	0.03	0.57	0.00	0.00	0.12	0.12	0.00	0.03	0.03	—	126	126	< 0.005	< 0.005	0.46	128
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.04	0.49	0.00	0.00	0.12	0.12	0.00	0.03	0.03	—	117	117	< 0.005	0.01	0.01	118
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	< 0.005	0.06	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	14.9	14.9	< 0.005	< 0.005	0.03	15.1
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.46	2.46	< 0.005	< 0.005	< 0.005	2.50
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.17. Architectural Coating (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

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Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2	CO2e			
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
Off-Road Equipment	0.15	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	42.9	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	42.9	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.08	0.52	0.68	< 0.005	0.02	—	0.02	0.01	—	0.01	—	79.2	79.2	< 0.005	< 0.005	—	79.4
Architectural Coatings	—	25.5	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.10	0.12	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	13.1	13.1	< 0.005	< 0.005	—	13.2

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Architect Coatings	—	4.65	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.35	0.32	0.23	3.91	0.00	0.00	0.79	0.79	0.00	0.19	0.19	—	821	821	0.01	0.03	3.24	834
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.32	0.31	0.29	3.36	0.00	0.00	0.79	0.79	0.00	0.19	0.19	—	760	760	0.02	0.03	0.08	771
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.18	0.18	0.16	1.96	0.00	0.00	0.46	0.46	0.00	0.11	0.11	—	456	456	0.01	0.02	0.83	462
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.03	0.36	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	75.4	75.4	< 0.005	< 0.005	0.14	76.5
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.19. Architectural Coating (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
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Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.12	0.86	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	42.9	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.12	0.86	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	42.9	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.05	0.35	0.46	< 0.005	0.01	—	0.01	0.01	—	0.01	—	54.6	54.6	< 0.005	< 0.005	—	54.8
Architectural Coatings	—	17.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.06	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.04	9.04	< 0.005	< 0.005	—	9.07

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Architectural Coatings	—	3.21	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.31	0.30	0.20	3.65	0.00	0.00	0.79	0.79	0.00	0.19	0.19	—	805	805	0.01	0.03	2.94	818
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.30	0.27	0.27	3.12	0.00	0.00	0.79	0.79	0.00	0.19	0.19	—	746	746	0.02	0.03	0.08	756
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.12	0.11	0.10	1.26	0.00	0.00	0.32	0.32	0.00	0.07	0.07	—	308	308	0.01	0.01	0.52	313
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.23	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	51.1	51.1	< 0.005	< 0.005	0.09	51.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	9.92	9.24	5.85	72.7	0.19	0.10	7.54	7.64	0.09	1.33	1.42	—	19,279	19,279	0.72	0.73	39.4	19,554
Total	9.92	9.24	5.85	72.7	0.19	0.10	7.54	7.64	0.09	1.33	1.42	—	19,279	19,279	0.72	0.73	39.4	19,554
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	9.59	8.88	6.85	68.2	0.18	0.10	7.54	7.64	0.09	1.33	1.42	—	18,133	18,133	0.81	0.80	1.02	18,393
Total	9.59	8.88	6.85	68.2	0.18	0.10	7.54	7.64	0.09	1.33	1.42	—	18,133	18,133	0.81	0.80	1.02	18,393
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	1.64	1.52	1.12	11.5	0.03	0.02	1.31	1.32	0.02	0.23	0.25	—	2,879	2,879	0.12	0.12	2.68	2,921
Total	1.64	1.52	1.12	11.5	0.03	0.02	1.31	1.32	0.02	0.23	0.25	—	2,879	2,879	0.12	0.12	2.68	2,921

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
----------	-----	-----	-----	----	-----	-------	-------	-------	--------	--------	--------	------	-------	------	-----	-----	---	------

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Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Apartme Mid Rise	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	—	—	—	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartme nts Mid Rise	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

4.3. Area Emissions by Source

4.3.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.77	0.38	6.56	2.79	0.04	0.53	—	0.53	0.53	—	0.53	0.00	8,331	8,331	0.16	0.02	—	8,340
Consum er Products	—	13.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architect ural Coatings	—	4.31	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landsca pe Equipme nt	3.44	3.26	0.35	37.9	< 0.005	0.01	—	0.01	0.02	—	0.02	—	101	101	< 0.005	< 0.005	—	101
Total	4.21	21.6	6.91	40.7	0.04	0.54	—	0.54	0.55	—	0.55	0.00	8,432	8,432	0.16	0.02	—	8,441
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.77	0.38	6.56	2.79	0.04	0.53	—	0.53	0.53	—	0.53	0.00	8,331	8,331	0.16	0.02	—	8,340

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Consum Products	—	13.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architect ural Coatings	—	4.31	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	0.77	18.4	6.56	2.79	0.04	0.53	—	0.53	0.53	—	0.53	0.00	8,331	8,331	0.16	0.02	—	8,340
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	34.0	34.0	< 0.005	< 0.005	—	34.0
Consum er Products	—	2.49	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architect ural Coatings	—	0.79	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landsca pe Equipme nt	0.31	0.29	0.03	3.41	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	8.24	8.24	< 0.005	< 0.005	—	8.26
Total	0.31	3.57	0.06	3.42	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	42.2	42.2	< 0.005	< 0.005	—	42.3

4.4. Water Emissions by Land Use

4.4.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartme nts Mid Rise	—	—	—	—	—	—	—	—	—	—	—	101	0.00	101	0.35	0.22	—	176
Total	—	—	—	—	—	—	—	—	—	—	—	101	0.00	101	0.35	0.22	—	176

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Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	101	0.00	101	0.35	0.22	—	176
Total	—	—	—	—	—	—	—	—	—	—	—	101	0.00	101	0.35	0.22	—	176
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	16.8	0.00	16.8	0.06	0.04	—	29.2
Total	—	—	—	—	—	—	—	—	—	—	—	16.8	0.00	16.8	0.06	0.04	—	29.2

4.5. Waste Emissions by Land Use

4.5.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	222	0.00	222	22.2	0.00	—	778
Total	—	—	—	—	—	—	—	—	—	—	—	222	0.00	222	22.2	0.00	—	778
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	222	0.00	222	22.2	0.00	—	778
Total	—	—	—	—	—	—	—	—	—	—	—	222	0.00	222	22.2	0.00	—	778

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Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	36.8	0.00	36.8	3.68	0.00	—	129
Total	—	—	—	—	—	—	—	—	—	—	—	—	36.8	0.00	36.8	3.68	0.00	—	129

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.57	4.57
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.57	4.57
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.57	4.57
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.57	4.57
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.76	0.76
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.76	0.76

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Demolition	Demolition	2/7/2023	4/18/2023	5.00	50.0	—
Site Preparation	Site Preparation	4/19/2023	5/31/2023	5.00	30.0	—
Grading	Grading	6/1/2023	9/14/2023	5.00	75.0	—
Building Construction	Building Construction	9/15/2023	7/17/2026	5.00	740	—
Paving	Paving	7/31/2026	10/3/2026	5.00	46.0	—
Architectural Coating	Architectural Coating	3/4/2025	7/28/2026	5.00	366	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Demolition	Excavators	Diesel	Average	3.00	8.00	36.0	0.38
Demolition	Rubber Tired Dozers	Diesel	Average	2.00	8.00	367	0.40
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Excavators	Diesel	Average	2.00	8.00	36.0	0.38
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Grading	Scrapers	Diesel	Average	2.00	8.00	423	0.48
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37

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Building Construction	Cranes	Diesel	Average	1.00	7.00		
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	15.0	11.7	LDA,LDT1,LDT2
Demolition	Vendor	—	8.40	HHDT,MHDT
Demolition	Hauling	0.00	20.0	HHDT
Demolition	Onsite truck	—	—	HHDT
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	11.7	LDA,LDT1,LDT2
Site Preparation	Vendor	—	8.40	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	20.0	11.7	LDA,LDT1,LDT2
Grading	Vendor	—	8.40	HHDT,MHDT

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Grading	Hauling	0.00	20.0	
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	479	11.7	LDA,LDT1,LDT2
Building Construction	Vendor	71.1	8.40	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	15.0	11.7	LDA,LDT1,LDT2
Paving	Vendor	—	8.40	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	95.8	11.7	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	8.40	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	2,542,752	847,584	0.00	0.00	—

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Demolition	0.00	0.00	0.00	—	—
Site Preparation	—	—	45.0	0.00	—
Grading	—	—	225	0.00	—
Paving	0.00	0.00	0.00	0.00	—

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Apartments Mid Rise	—	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2023	0.00	0.00	0.00	0.00
2024	0.00	0.00	0.00	0.00
2025	0.00	0.00	0.00	0.00
2026	0.00	0.00	0.00	0.00

5.9. Operational Mobile Sources

5.9.1. Unmitigated

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Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Apartments Mid Rise	3,618	3,265	2,720	1,255,235	27,403	24,733	20,603	9,508,239

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	339
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	326
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
2542752	847,584	0.00	0.00	—

5.10.3. Landscape Equipment

Season	Unit	Value
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Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Apartments Mid Rise	7,837,103	0.00	0.0000	0.0000	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Apartments Mid Rise	47,436,451	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Apartments Mid Rise	164	0.00

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
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Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50		
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
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5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor
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5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)
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5.17. User Defined

Equipment Type	Fuel Type
—	—

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres
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5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres
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5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
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6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	11.8	annual days of extreme heat
Extreme Precipitation	4.05	annual days with precipitation above 20 mm
Sea Level Rise	0.00	meters of inundation depth
Wildfire	10.7	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider different increments of sea level rise coupled with extreme storm events. Users may select from four model simulations to view the range in potential inundation depth for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 50 meters (m) by 50 m, or about 164 feet (ft) by 164 ft.

Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP4.5) and local data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A

Air Quality Degradation	N/A	N/A	N/A
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The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	10.6
AQ-PM	15.6
AQ-DPM	54.0
Drinking Water	38.1
Lead Risk Housing	68.1
Pesticides	0.00
Toxic Releases	28.4
Traffic	30.2
Effect Indicators	—
CleanUp Sites	73.7
Groundwater	91.9
Haz Waste Facilities/Generators	51.9
Impaired Water Bodies	23.9
Solid Waste	0.00

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Sensitive Population	—
Asthma	0.66
Cardio-vascular	4.54
Low Birth Weights	36.4
Socioeconomic Factor Indicators	—
Education	3.87
Housing	22.1
Linguistic	24.8
Poverty	8.07
Unemployment	29.4

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	95.14949313
Employed	43.98819453
Median HI	99.29423842
Education	—
Bachelor's or higher	99.60220711
High school enrollment	100
Preschool enrollment	73.48902862
Transportation	—
Auto Access	68.11240857
Active commuting	83.57500321
Social	—
2-parent households	94.40523547

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Voting	96.57384833
Neighborhood	—
Alcohol availability	81.20107789
Park access	81.35506224
Retail density	46.32362376
Supermarket access	56.22994996
Tree canopy	94.4180675
Housing	—
Homeownership	63.76235083
Housing habitability	86.19273707
Low-inc homeowner severe housing cost burden	41.33196458
Low-inc renter severe housing cost burden	96.25304761
Uncrowded housing	87.19363531
Health Outcomes	—
Insured adults	99.75619145
Arthritis	0.0
Asthma ER Admissions	96.2
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	97.7
Cognitively Disabled	80.8
Physically Disabled	96.9
Heart Attack ER Admissions	93.0

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Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	19.6
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	95.8
Children	64.0
Elderly	25.8
English Speaking	76.2
Foreign-born	51.5
Outdoor Workers	79.5
Climate Change Adaptive Capacity	—
Impervious Surface Cover	86.7
Traffic Density	34.0
Traffic Access	87.4
Other Indices	—
Hardship	0.9
Other Decision Support	—
2016 Voting	98.7

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	7.00
Healthy Places Index Score for Project Location (b)	99.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Land Use	Pursuant to DOF 2.51 residents per household, consistent with Pop and Housing
Construction: Construction Phases	Architectural coating occurs simultaneously as building construction
Construction: Architectural Coatings	BAAQMD Regulation 8 Rule 3, Nonflat Coating
Operations: Architectural Coatings	BAAQMD Regulation 8 Rule 3, Nonflat Coating
Operations: Energy Use	Pursuant to Palo Alto's All-Electric Ordinance, natural gas converted to electricity
Operations: Water and Waste Water	WTP 100% aerobic

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Appendix C

Native American Tribal Correspondence



PLANNING & DEVELOPMENT SERVICES

CITY OF
**PALO
ALTO** 250 Hamilton Avenue, 5th Floor
Palo Alto, CA 94301
(650) 329-2441

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September 29, 2022

Amah Mutsun Tribal Band
Valentin Lopez, Chairperson
PO Box 5272
Galt, California 95632
Via Email: vlopez@amahmutsun.org

RE: Assembly Bill 52 and Senate Bill 18 Consultation, City of Palo Alto 2023-31 Housing Element Update, Palo Alto, California

Dear Chairperson Lopez:

The City of Palo Alto, acting as the lead agency in accordance with the California Environmental Quality Act, is preparing a Supplemental EIR for its 2023-31 Housing Element Update. The proposed project consists of a complete update to the Housing Element and related edits to the City's Comprehensive Plan Land Use Element and Palo Alto Municipal Code.

The Housing Element is one of the seven state-mandated elements of the local Comprehensive Plan and is required to be updated every eight years. The City of Palo Alto is preparing the 2023-2031 Housing Element Update to comply with the legal mandate that requires each local government to identify adequate sites for housing to meet the existing and projected housing needs for varying income-levels in the community. It is intended to provide the city with a comprehensive strategy for promoting the production of safe, decent and affordable housing, and affirmatively furthering fair housing during the housing cycle. The Housing Element Update establishes goals, policies, and actions to address the existing and projected housing needs in Palo Alto. Overall, the City's zoning and other land use regulations must accommodate at least 6,695 new units during the 8-year planning period in order to demonstrate to the State Department of Housing and Community Development(HCD) that the City's Housing Element has identified adequate land use capacity and implementing policies to accommodate its Regional Housing Needs Allocation (RHNA) in addition to the identified "buffer" of 10 percent above its RHNA. By comparison, the 2017 Comprehensive Plan anticipated—and the Comprehensive Plan Environmental Impact Report evaluated—the addition of 3,545 to 4,420. Although no development is specifically proposed as part of the Housing Element Update, the City's CEQA analysis will evaluate the potential buildout of these housing units within the boundaries of the City of Palo Alto. The Housing Element will also identify a list of Housing Inventory Sites which reflect the sites within the City as the highest likelihood of housing redevelopment in order to accommodate the RHNA. A map of the jurisdictions boundaries as well as a list of the draft Housing Inventory Sites is attached.

The City of Palo Alto is sending this letter because the Native American Heritage Commission has provided your name as a representative of a tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. The input of the Amah Mutsun Tribal Band is important to the City of Palo Alto's planning process and we invite you to engage in scoping consultation pursuant to Government Code §65352.4 (Assembly Bill 52) and Government Code § 65352.3– 65352.4 (Senate Bill 18) or to confidentially provide any information you have regarding Native American cultural resources located in or near the proposed project area that may be affected by project activities.

If you wish to engage in consultation under AB 52 (California Public Resources Code § 21080.3.1) for this or future projects, you may submit a written request for notification of proposed projects. In accordance with AB 52 your tribe has 30 days from receipt of this letter to respond in writing if you wish to consult on the proposed project. Under the provisions of SB 18, your tribe has 90 days from receipt of this letter to respond in writing if you wish to consult on the proposed project. Therefore, the City respectfully requests receipt of any questions or comments on this project

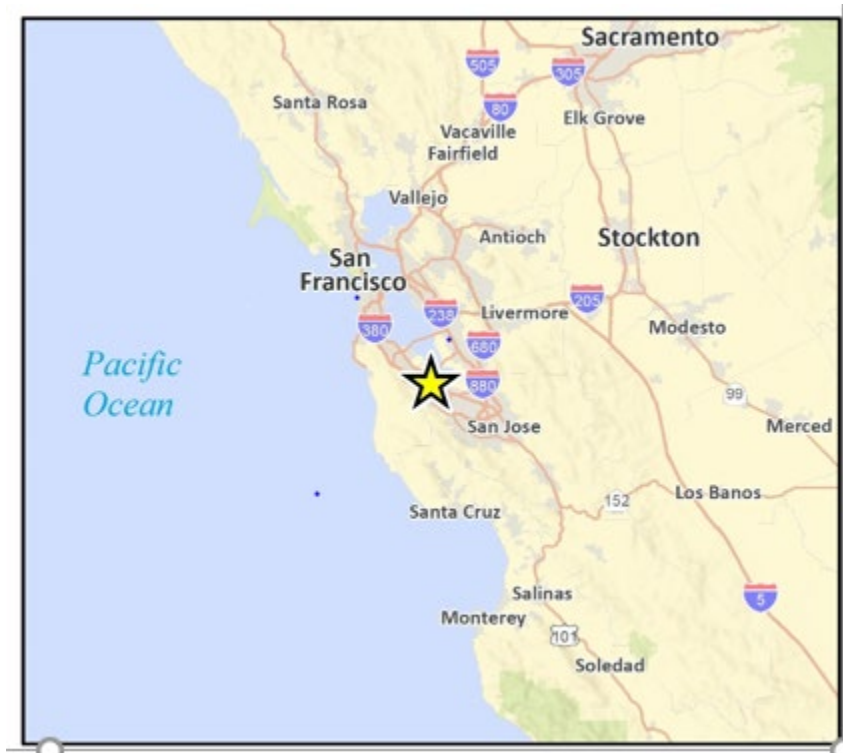
within 90 days of receipt of this letter. If you require any additional information or have any questions, please contact me at (650) 289-2493 or via e-mail at tim.wong@cityofpaloalto.org. Thank you for your assistance.

Sincerely,

Tim Wong
Senior Planner
City of Palo Alto, Planning and Development Services Department

Enclosure:

Regional Location Map





PLANNING & DEVELOPMENT SERVICES

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September 29, 2022

Amah Mutsun Tribal Band of Mission San Juan Bautista
Irene Zwierlein, Chairperson
3030 Soda Bay Road
Lakeport, California 95453
Via email: amahmutsuntribal@gmail.com

Dear Chairperson, Zwierlein:

The City of Palo Alto, acting as the lead agency in accordance with the California Environmental Quality Act, is preparing a Supplemental EIR for its 2023-31 Housing Element Update. The proposed project consists of a complete update to the Housing Element and related edits to the City’s Comprehensive Plan Land Use Element and Palo Alto Municipal Code.

The Housing Element is one of the seven state-mandated elements of the local Comprehensive Plan and is required to be updated every eight years. The City of Palo Alto is preparing the 2023-2031 Housing Element Update to comply with the legal mandate that requires each local government to identify adequate sites for housing to meet the existing and projected housing needs for varying income-levels in the community. It is intended to provide the city with a comprehensive strategy for promoting the production of safe, decent and affordable housing, and affirmatively furthering fair housing during the housing cycle. The Housing Element Update establishes goals, policies, and actions to address the existing and projected housing needs in Palo Alto. Overall, the City’s zoning and other land use regulations must accommodate at least 6,695 new units during the 8-year planning period in order to demonstrate to the State Department of Housing and Community Development(HCD) that the City’s Housing Element has identified adequate land use capacity and implementing policies to accommodate its Regional Housing Needs Allocation (RHNA) in addition to the identified “buffer” of 10 percent above its RHNA. By comparison, the 2017 Comprehensive Plan anticipated—and the Comprehensive Plan Environmental Impact Report evaluated—the addition of 3,545 to 4,420. Although no development is specifically proposed as part of the Housing Element Update, the City’s CEQA analysis will evaluate the potential buildout of these housing units within the boundaries of the City of Palo Alto. The Housing Element will also identify a list of Housing Inventory Sites which reflect the sites within the City as the highest likelihood of housing redevelopment in order to accommodate the RHNA. A map of the jurisdictions boundaries as well as a list of the draft Housing Inventory Sites is attached.

The City of Palo Alto is sending this letter because the Native American Heritage Commission has provided your name as a representative of a tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. The input of the Amah Mutsun Tribal Band of Mission San Juan Bautista is important to the City of Palo Alto’s planning process and we invite you to engage in scoping consultation pursuant to Government Code §65352.4 (Assembly Bill 52) and Government Code § 65352.3– 65352.4 (Senate Bill 18) or to confidentially provide any information you have regarding Native American cultural resources located in or near the proposed project area that may be affected by project activities.

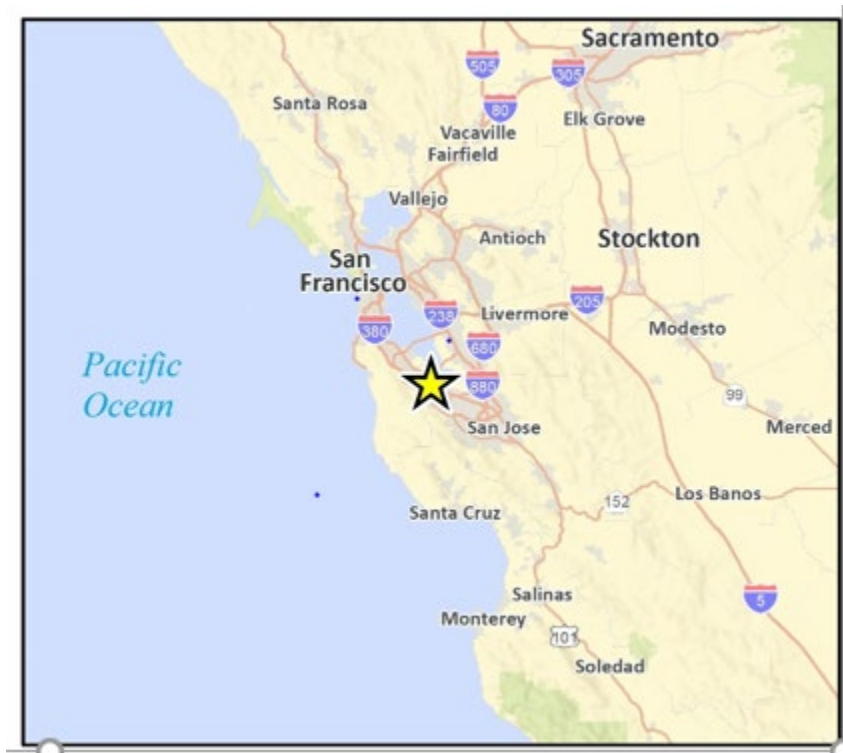
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Sincerely,

Tim Wong
Senior Planner
City of Palo Alto, Planning and Development Services Department

Enclosure:

Regional Location Map





PLANNING & DEVELOPMENT SERVICES

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September 29, 2022

Indian Canyon Mutsun Band of Costanoan
Kanyon Sayers-Roods, MLD Contact
1615 Pearson Court
San Jose, California 95122
Via email: kanyon@kanyonconsulting.com

RE: Assembly Bill 52 and Senate Bill 18 Consultation, City of Palo Alto 2023-31 Housing Element Update, Palo Alto, California

Dear Chairperson Sayers-Roods:

The City of Palo Alto, acting as the lead agency in accordance with the California Environmental Quality Act, is preparing a Supplemental EIR for its 2023-31 Housing Element Update. The proposed project consists of a complete update to the Housing Element and related edits to the City's Comprehensive Plan Land Use Element and Palo Alto Municipal Code.

The Housing Element is one of the seven state-mandated elements of the local Comprehensive Plan and is required to be updated every eight years. The City of Palo Alto is preparing the 2023-2031 Housing Element Update to comply with the legal mandate that requires each local government to identify adequate sites for housing to meet the existing and projected housing needs for varying income-levels in the community. It is intended to provide the city with a comprehensive strategy for promoting the production of safe, decent and affordable housing, and affirmatively furthering fair housing during the housing cycle. The Housing Element Update establishes goals, policies, and actions to address the existing and projected housing needs in Palo Alto. Overall, the City's zoning and other land use regulations must accommodate at least 6,695 new units during the 8-year planning period in order to demonstrate to the State Department of Housing and Community Development(HCD) that the City's Housing Element has identified adequate land use capacity and implementing policies to accommodate its Regional Housing Needs Allocation (RHNA) in addition to the identified "buffer" of 10 percent above its RHNA. By comparison, the 2017 Comprehensive Plan anticipated—and the Comprehensive Plan Environmental Impact Report evaluated—the addition of 3,545 to 4,420. Although no development is specifically proposed as part of the Housing Element Update, the City's CEQA analysis will evaluate the potential buildout of these housing units within the boundaries of the City of Palo Alto. The Housing Element will also identify a list of Housing Inventory Sites which reflect the sites within the City as the highest likelihood of housing redevelopment in order to accommodate the RHNA. A map of the jurisdictions boundaries as well as a list of the draft Housing Inventory Sites is attached.

The City of Palo Alto is sending this letter because the Native American Heritage Commission has provided your name as a representative of a tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. The input of Indian Canyon Mutsun Band of Costanoan is important to the City of Palo Alto's planning process and we invite you to engage in scoping consultation pursuant to Government Code §65352.4 (Assembly Bill 52) and Government Code § 65352.3– 65352.4 (Senate Bill 18) or to confidentially provide any information you have regarding Native American cultural resources located in or near the proposed project area that may be affected by project activities.

If you wish to engage in consultation under AB 52 (California Public Resources Code § 21080.3.1) for this or future projects, you may submit a written request for notification of proposed projects. In accordance with AB 52 your tribe has 30 days from receipt of this letter to respond in writing if you wish to consult on the proposed project. Under the provisions of SB 18, your tribe has 90 days from receipt of this letter to respond in writing if you wish to consult on the proposed project. Therefore, the City respectfully requests receipt of any questions or comments on this project

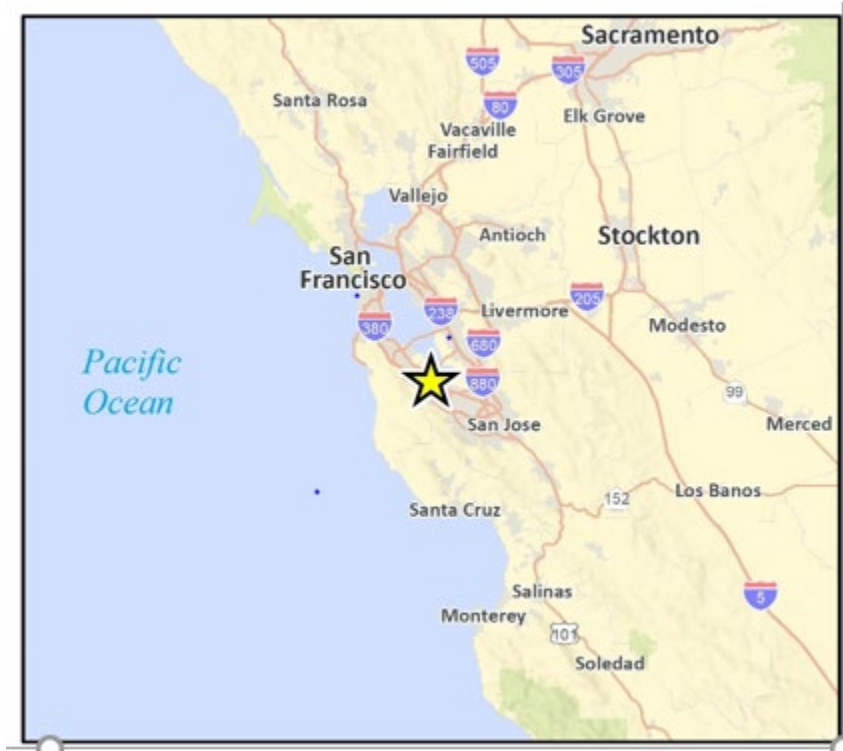
within 90 days of receipt of this letter. If you require any additional information or have any questions, please contact me at (650) 289-2493 or via e-mail at tim.wong@cityofpaloalto.org. Thank you for your assistance.

Sincerely,

Tim Wong
Senior Planner
City of Palo Alto, Planning and Development Services Department

Enclosure:

Regional Location Map





PLANNING & DEVELOPMENT SERVICES

CITY OF
**PALO
ALTO** 250 Hamilton Avenue, 5th Floor
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(650) 329-2441

Item 7
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Impact Report

September 29, 2022

Indian Canyon Mutsun Band of Costanoan
Ann Marie Sayers, Chairperson
P.O. Box 28
Hollister, California 95024
Via email: ams@indiancanyons.org

RE: Assembly Bill 52 and Senate Bill 18 Consultation, City of Palo Alto 2023-31 Housing Element Update, Palo Alto, California

Dear Chairperson Marie Sayers:

The City of Palo Alto, acting as the lead agency in accordance with the California Environmental Quality Act, is preparing a Supplemental EIR for its 2023-31 Housing Element Update. The proposed project consists of a complete update to the Housing Element and related edits to the City's Comprehensive Plan Land Use Element and Palo Alto Municipal Code.

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The City of Palo Alto is sending this letter because the Native American Heritage Commission has provided your name as a representative of a tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. The input of the Indian Canyon Mutsun Band of Costanoan is important to the City of Palo Alto's planning process and we invite you to engage in scoping consultation pursuant to Government Code §65352.4 (Assembly Bill 52) and Government Code § 65352.3– 65352.4 (Senate Bill 18) or to confidentially provide any information you have regarding Native American cultural resources located in or near the proposed project area that may be affected by project activities.

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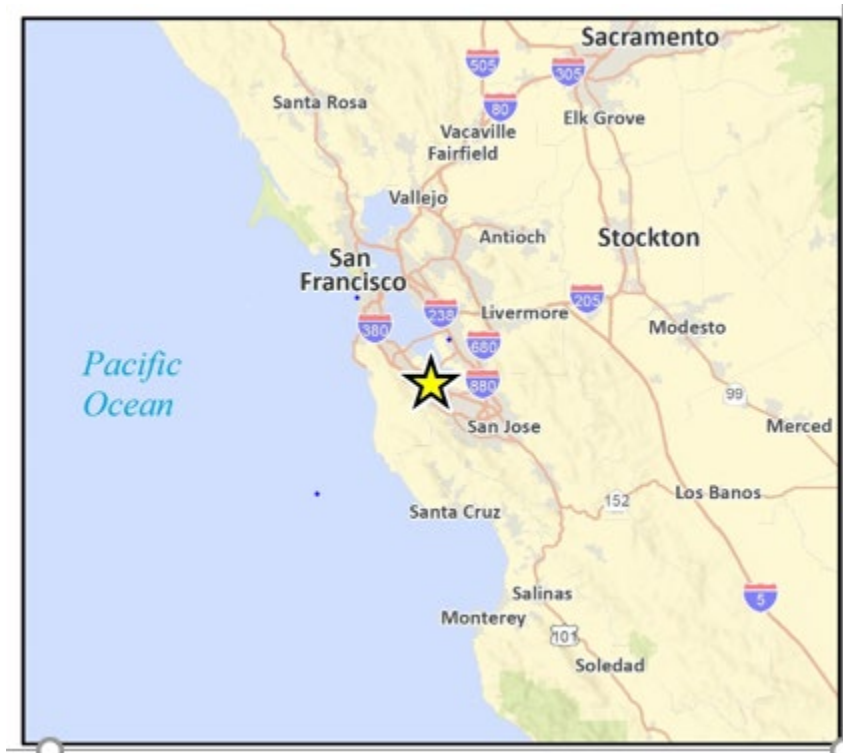
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Sincerely,

Tim Wong
Senior Planner
City of Palo Alto, Planning and Development Services Department

Enclosure:

Regional Location Map





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September 29, 2022

Muwekma Ohlone Indian Tribe of the SF Bay Area
Monica Arellano, Vice Chairwoman
20885 Redwood Road, Suite 232
Castro Valley, California 94546
Via email: marellano@muwekma.org

RE: Assembly Bill 52 and Senate Bill 18 Consultation, City of Palo Alto 2023-31 Housing Element Update, Palo Alto, California

Dear Chairperson Arellano:

The City of Palo Alto, acting as the lead agency in accordance with the California Environmental Quality Act, is preparing a Supplemental EIR for its 2023-31 Housing Element Update. The proposed project consists of a complete update to the Housing Element and related edits to the City's Comprehensive Plan Land Use Element and Palo Alto Municipal Code.

The Housing Element is one of the seven state-mandated elements of the local Comprehensive Plan and is required to be updated every eight years. The City of Palo Alto is preparing the 2023-2031 Housing Element Update to comply with the legal mandate that requires each local government to identify adequate sites for housing to meet the existing and projected housing needs for varying income-levels in the community. It is intended to provide the city with a comprehensive strategy for promoting the production of safe, decent and affordable housing, and affirmatively furthering fair housing during the housing cycle. The Housing Element Update establishes goals, policies, and actions to address the existing and projected housing needs in Palo Alto. Overall, the City's zoning and other land use regulations must accommodate at least 6,695 new units during the 8-year planning period in order to demonstrate to the State Department of Housing and Community Development(HCD) that the City's Housing Element has identified adequate land use capacity and implementing policies to accommodate its Regional Housing Needs Allocation (RHNA) in addition to the identified "buffer" of 10 percent above its RHNA. By comparison, the 2017 Comprehensive Plan anticipated—and the Comprehensive Plan Environmental Impact Report evaluated—the addition of 3,545 to 4,420. Although no development is specifically proposed as part of the Housing Element Update, the City's CEQA analysis will evaluate the potential buildout of these housing units within the boundaries of the City of Palo Alto. The Housing Element will also identify a list of Housing Inventory Sites which reflect the sites within the City as the highest likelihood of housing redevelopment in order to accommodate the RHNA. A map of the jurisdictions boundaries as well as a list of the draft Housing Inventory Sites is attached.

The City of Palo Alto is sending this letter because the Native American Heritage Commission has provided your name as a representative of a tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. The input of the Muwekma Ohlone Indian Tribe of the SF Bay Area is important to the City of Palo Alto's planning process and we invite you to engage in scoping consultation pursuant to Government Code §65352.4 (Assembly Bill 52) and Government Code § 65352.3– 65352.4 (Senate Bill 18) or to confidentially provide any information you have regarding Native American cultural resources located in or near the proposed project area that may be affected by project activities.

If you wish to engage in consultation under AB 52 (California Public Resources Code § 21080.3.1) for this or future projects, you may submit a written request for notification of proposed projects. In accordance with AB 52 your tribe has 30 days from receipt of this letter to respond in writing if you wish to consult on the proposed project. Under the provisions of SB 18, your tribe has 90 days from receipt of this letter to respond in writing if you wish to consult on the proposed project. Therefore, the City respectfully requests receipt of any questions or comments on this project

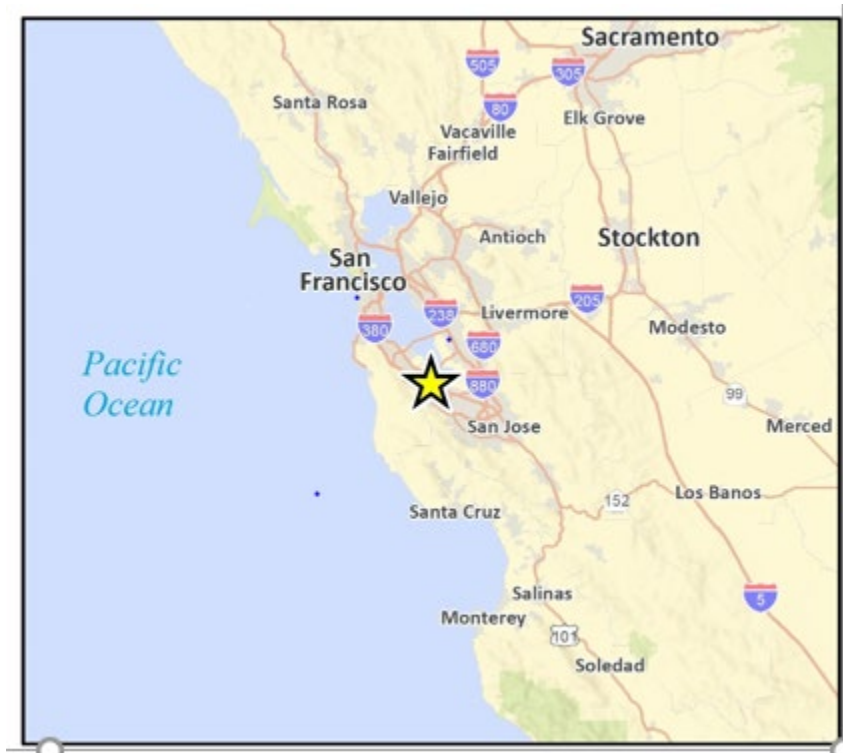
within 90 days of receipt of this letter. If you require any additional information or have any questions, please contact me at (650) 289-2493 or via e-mail at tim.wong@cityofpaloalto.org. Thank you for your assistance.

Sincerely,

Tim Wong
Senior Planner
City of Palo Alto, Planning and Development Services Department

Enclosure:

Regional Location Map





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September 29, 2022

The Ohlone Indian Tribe
Andrew Galvan
P.O. Box 3388
Fremont, California 94539
Via email: chochenyo@AOL.com

RE: Assembly Bill 52 and Senate Bill 18 Consultation, City of Palo Alto 2023-31 Housing Element Update, Palo Alto, California

Dear Chairperson Galvan:

The City of Palo Alto, acting as the lead agency in accordance with the California Environmental Quality Act, is preparing a Supplemental EIR for its 2023-31 Housing Element Update. The proposed project consists of a complete update to the Housing Element and related edits to the City’s Comprehensive Plan Land Use Element and Palo Alto Municipal Code.

The Housing Element is one of the seven state-mandated elements of the local Comprehensive Plan and is required to be updated every eight years. The City of Palo Alto is preparing the 2023-2031 Housing Element Update to comply with the legal mandate that requires each local government to identify adequate sites for housing to meet the existing and projected housing needs for varying income-levels in the community. It is intended to provide the city with a comprehensive strategy for promoting the production of safe, decent and affordable housing, and affirmatively furthering fair housing during the housing cycle. The Housing Element Update establishes goals, policies, and actions to address the existing and projected housing needs in Palo Alto. Overall, the City’s zoning and other land use regulations must accommodate at least 6,695 new units during the 8-year planning period in order to demonstrate to the State Department of Housing and Community Development(HCD) that the City’s Housing Element has identified adequate land use capacity and implementing policies to accommodate its Regional Housing Needs Allocation (RHNA) in addition to the identified “buffer” of 10 percent above its RHNA. By comparison, the 2017 Comprehensive Plan anticipated—and the Comprehensive Plan Environmental Impact Report evaluated—the addition of 3,545 to 4,420. Although no development is specifically proposed as part of the Housing Element Update, the City’s CEQA analysis will evaluate the potential buildout of these housing units within the boundaries of the City of Palo Alto. The Housing Element will also identify a list of Housing Inventory Sites which reflect the sites within the City as the highest likelihood of housing redevelopment in order to accommodate the RHNA. A map of the jurisdictions boundaries as well as a list of the draft Housing Inventory Sites is attached.

The City of Palo Alto is sending this letter because the Native American Heritage Commission has provided your name as a representative of a tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. The input of the Ohlone Indian Tribe is important to the City of Palo Alto’s planning process and we invite you to engage in scoping consultation pursuant to Government Code §65352.4 (Assembly Bill 52) and Government Code § 65352.3– 65352.4 (Senate Bill 18) or to confidentially provide any information you have regarding Native American cultural resources located in or near the proposed project area that may be affected by project activities.

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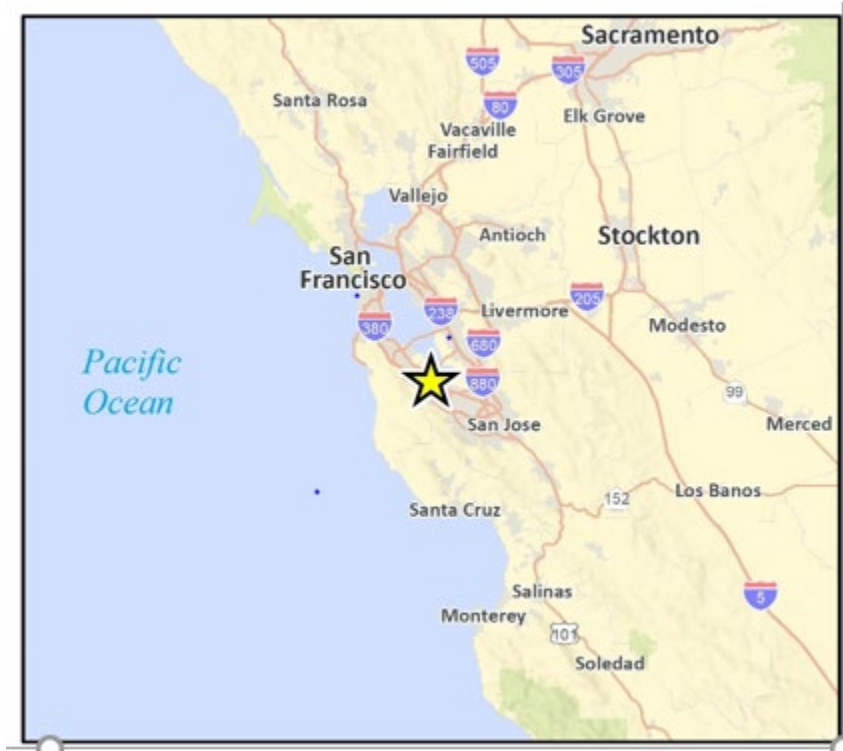
within 90 days of receipt of this letter. If you require any additional information or have any questions, please contact me at (650) 289-2493 or via e-mail at tim.wong@cityofpaloalto.org. Thank you for your assistance.

Sincerely,

Tim Wong
Senior Planner
City of Palo Alto, Planning and Development Services Department

Enclosure:

Regional Location Map





PLANNING & DEVELOPMENT SERVICES

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September 29, 2022

Wuksache Indian Tribe/Eshom Valley Band
Kenneth Woodrow, Chairperson
1179 Rock Haven Ct.
Salinas, California 93906
Via email: kwood8934@aol.com

RE: Assembly Bill 52 and Senate Bill 18 Consultation, City of Palo Alto 2023-31 Housing Element Update, Palo Alto, California

Dear Chairperson Woodrow:

The City of Palo Alto, acting as the lead agency in accordance with the California Environmental Quality Act, is preparing a Supplemental EIR for its 2023-31 Housing Element Update. The proposed project consists of a complete update to the Housing Element and related edits to the City’s Comprehensive Plan Land Use Element and Palo Alto Municipal Code.

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The City of Palo Alto is sending this letter because the Native American Heritage Commission has provided your name as a representative of a tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. The input of the Wuksache Indian Tribe/Eshom Valley Band is important to the City of Palo Alto’s planning process and we invite you to engage in scoping consultation pursuant to Government Code §65352.4 (Assembly Bill 52) and Government Code § 65352.3– 65352.4 (Senate Bill 18) or to confidentially provide any information you have regarding Native American cultural resources located in or near the proposed project area that may be affected by project activities.

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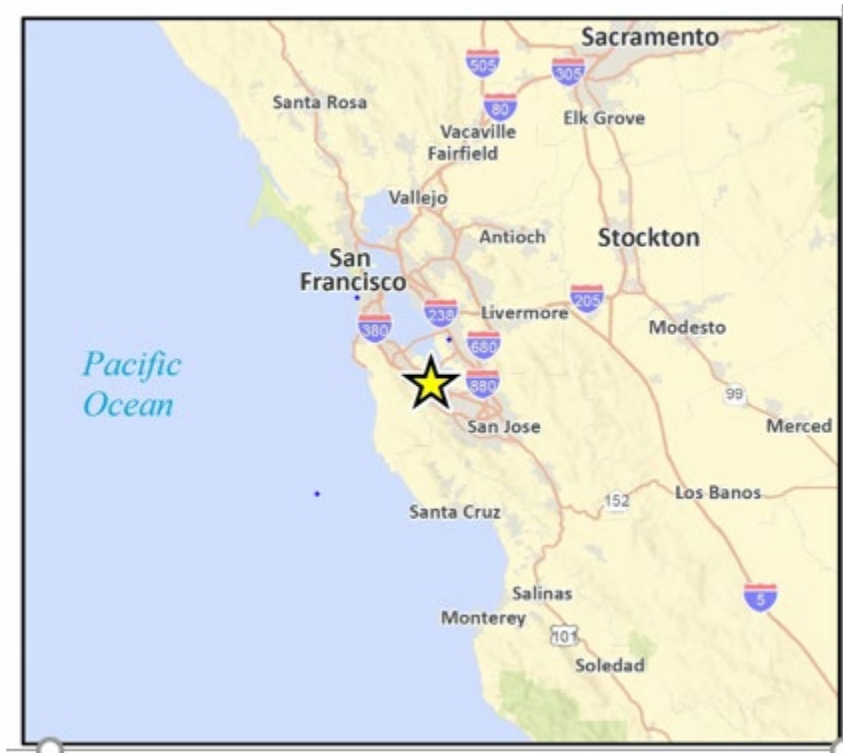
within 90 days of receipt of this letter. If you require any additional information or have any questions, please contact me at (650) 289-2493 or via e-mail at tim.wong@cityofpaloalto.org. Thank you for your assistance.

Sincerely,

Tim Wong
Senior Planner
City of Palo Alto, Planning and Development Services Department

Enclosure:

Regional Location Map





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Impact Report

June 21, 2022

Tamien Nation
Quirina Luna Geary, Chairperson
P.O. Box 8053
San Jose, California 95155
Via email: qgeary@tamien.org

RE: Assembly Bill 52 and Senate Bill 18 Consultation, City of Palo Alto 2023-31 Housing Element Update, Palo Alto, California

Dear Chairperson Geary:

The City of Palo Alto, acting as the lead agency in accordance with the California Environmental Quality Act, is preparing a Supplemental EIR for its 2023-31 Housing Element Update. The proposed project consists of a complete update to the Housing Element and related edits to the City’s Comprehensive Plan Land Use Element and Palo Alto Municipal Code.

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The City of Palo Alto is sending this letter because the Native American Heritage Commission has provided your name as a representative of a tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. The input of the Tamien Nation is important to the City of Palo Alto’s planning process and we invite you to engage in scoping consultation pursuant to Government Code §65352.4 (Assembly Bill 52) and Government Code § 65352.3– 65352.4 (Senate Bill 18) or to confidentially provide any information you have regarding Native American cultural resources located in or near the proposed project area that may be affected by project activities.

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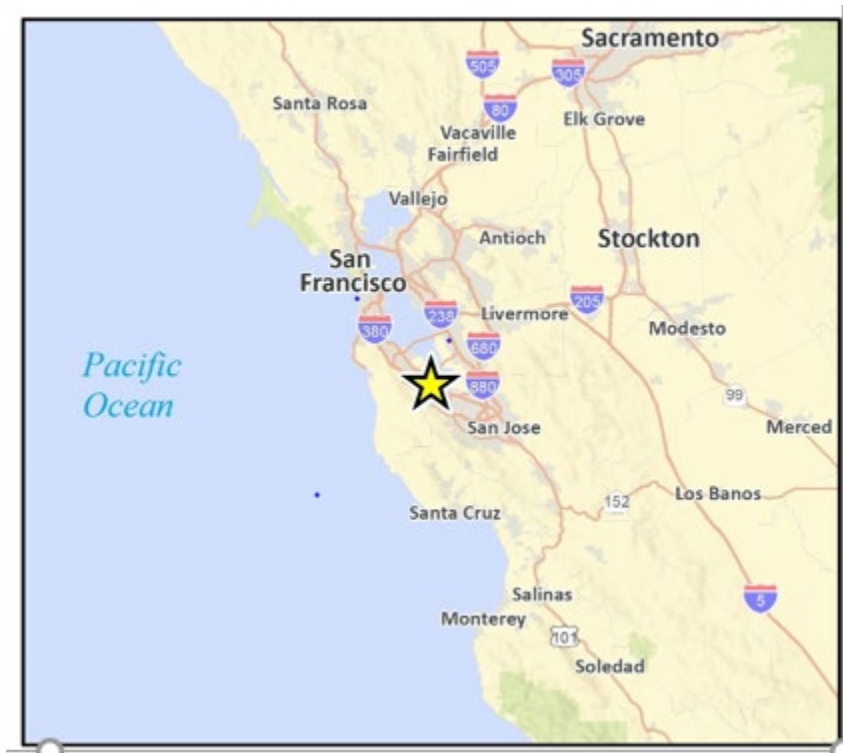
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Sincerely,

Tim Wong
Senior Planner
City of Palo Alto, Planning and Development Services Department

Enclosure:

Regional Location Map





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Tamien Nation
Johnathan Wasaka Costillas, THPO
P.O. Box 866
Clearlake Oaks, California 94523
Via email: thpo@tamien.org

September 29, 2022

RE: Assembly Bill 52 and Senate Bill 18 Consultation, City of Palo Alto 2023-31 Housing Element Update, Palo Alto, California

Dear Chairperson, Costillas:

The Housing Element is one of the seven state-mandated elements of the local Comprehensive Plan and is required to be updated every eight years. The City of Palo Alto is preparing the 2023-2031 Housing Element Update to comply with the legal mandate that requires each local government to identify adequate sites for housing to meet the existing and projected housing needs for varying income-levels in the community. It is intended to provide the city with a comprehensive strategy for promoting the production of safe, decent and affordable housing, and affirmatively furthering fair housing during the housing cycle. The Housing Element Update establishes goals, policies, and actions to address the existing and projected housing needs in Palo Alto. Overall, the City’s zoning and other land use regulations must accommodate at least 6,695 new units during the 8-year planning period in order to demonstrate to the State Department of Housing and Community Development (HCD) that the City’s Housing Element has identified adequate land use capacity and implementing policies to accommodate its Regional Housing Needs Allocation (RHNA) in addition to the identified “buffer” of 10 percent above its RHNA. By comparison, the 2017 Comprehensive Plan anticipated—and the Comprehensive Plan Environmental Impact Report evaluated—the addition of 3,545 to 4,420. Although no development is specifically proposed as part of the Housing Element Update, the City’s CEQA analysis will evaluate the potential buildout of these housing units within the boundaries of the City of Palo Alto. The Housing Element will also identify a list of Housing Inventory Sites which reflect the sites within the City as the highest likelihood of housing redevelopment in order to accommodate the RHNA. A map of the jurisdictions boundaries as well as a list of the draft Housing Inventory Sites is attached.

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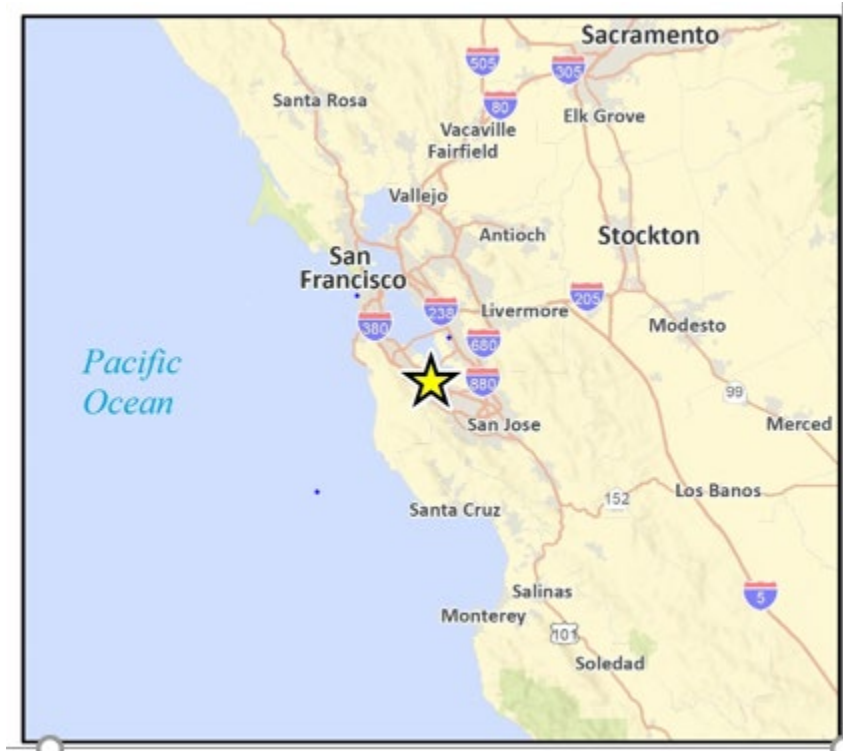
Sincerely,

Tim Wong

Senior Planner
City of Palo Alto, Planning and Development Services Department

Enclosure:

Regional Location Map



NOT YET APPROVED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALO ALTO, APPROVING AN ADDENDUM TO THE 2017 COMPREHENSIVE PLAN FINAL ENVIRONMENTAL IMPACT REPORT, AND ADOPTING A COMPREHENSIVE PLAN AMENDMENT TO REPEAL THE 2015-2023 HOUSING ELEMENT AND ADOPT THE HOUSING ELEMENT OF THE COMPREHENSIVE PLAN FOR THE PERIOD OF 2023-2031 IN COMPLIANCE WITH STATE HOUSING ELEMENT LAW.

RECITALS

- A. California Government Code Section 65300 et seq. requires every city and county in California to adopt a General Plan, known in Palo Alto as its Comprehensive Plan, for its long-range development, and further, to periodically to update that plan to reflect current issues and conditions; and
- B. On November 13, 2017, the City Council for the City of Palo Alto (City) certified a Final Environmental Impact Report (EIR) for the City of Palo Alto Comprehensive Plan 2030 through Resolution No. 9720, made findings in relation to the Final EIR, adopted a mitigation monitoring and report plan (MMRP), and adopted a statement of overriding considerations through Resolution No. 9721 and adopted the City of Palo Alto Comprehensive Plan 2030 through Resolution No. 9722; and
- C. Government Code Section 65302 mandates that every city and county shall include a Housing Element in its General Plan, and that the Housing Element be updated regularly on a schedule set forth in the law to reflect current conditions and legal requirements; and
- D. State Housing Element Law (Government Code Sections 65580 et seq.) requires that the City Council adopt a Housing Element for the eight-year period 2023-2031 to accommodate the City of Palo Alto (City) regional housing need allocation (RHNA) of 6,086 housing units, comprised of 1,556 very-low income units, 896 low-income units, 1,013 moderate-income units, and 2,621 above moderate-income units; and
- E. To comply with State Housing Element Law, the City has prepared the Housing Element 2023-2031 (the Housing Element) in compliance with State Housing Element Law and has identified sites that can accommodate housing units meeting the City’s RHNA; and
- F. As provided in Government Code Section 65350 et. seq., adoption of the Housing Element constitutes a General Plan Amendment and also qualifies as a project under the California Environmental Quality Act (CEQA); and
- G. Pursuant to the provisions and requirements of CEQA and CEQA Guidelines Section 15164, the City as lead agency, prepared an Addendum to the 2017 Comprehensive Plan Final EIR (the Addendum) to analyze the potential environmental impacts resulting from adopting the 2023-2031 Housing Element, which Addendum is attached hereto as Exhibit E and incorporated by this reference; and

- H. The Addendum analyzes the environmental impacts of the 2023-2031 Housing Element and the Addendum, in conjunction with the 2017 Comprehensive Plan Final EIR, is the environmental document upon which adoption of the 2023-2031 Housing Element is predicated; and
- I. As provided in Government Code sections 65352 – 65352.5 the City mailed a public notice to all California Native American tribes provided by the Native American Heritage Commission and to other entities listed; and
- J. No California Native American tribe requested consultation; and
- K. The City conducted extensive community outreach in multiple languages over the past two years including fifteen meetings of the Housing Element Working Group, eight meetings of the City Council Housing Element Ad Hoc Committee, two community workshops, dissemination of a housing survey, numerous meetings with special interest groups such as the Palo Alto Renters Association, Housing Choices, and Ability Path, four meetings of the Planning and Transportation Commission (PTC), three meetings of the City Council, and two joint meetings of the PTC and City Council; and
- L. In accordance with Government Code Section 65585 (b), on November 7, 2022, the City posted the draft Housing Element and requested public comment for a 30-day review period, and on December 23, 2022, after responding to public comments, the City submitted the draft Housing Element to the State Department of Housing and Community Development (HCD or Department) for its review; and
- M. On March 8, 2023, the PTC held a duly and properly noticed public hearing to consider a draft of the Addendum and the initial draft of the 2023-2031 Housing Element, and unanimously recommended that the City Council adopt the draft 2023-2031 Housing Element, subject to refinement following formal comment by HCD.
- N. In February 2023, prior to receiving HCD’s formal findings regarding the draft Housing Element, the City contacted HCD discuss preliminary comments on the adequacy of the draft Housing Element; and
- O. On March 23, 2023, the City received a letter from HCD, attached as Exhibit B to this Resolution, providing its findings regarding the draft Housing Element, and based upon this, City staff and consultants revised the draft Housing Element to include additional information and data; and
- P. On April 27, 2023, the City published a revised draft Housing Element responding to HCD’s findings and requested public comment on the draft; and

NOT YET APPROVED

- Q. On May 8, 2022, the PTC held a duly and properly noticed joint public hearing with the City Council and recommended that the City Council adopt the Housing Element; and
- R. On May 8, 2022, the City Council conducted a duly and properly joint noticed public hearing with the PTC to take public testimony, consider the 2017 Comprehensive Plan EIR and EIR Addendum, reviewed the Housing Element and all pertinent maps, documents and exhibits, including HCD's findings, the City's response to HCD's findings, the staff report, and all attachments, and oral and written public comments.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby finds that, based on substantial evidence in the record:

1. The foregoing recitals are true and correct and are incorporated by reference into this action.
2. The record of proceedings upon which the City Council bases its decision herein includes, but is not limited to: (1) the Addendum and the 2017 Comprehensive Plan Final EIR including all appendices and attachments cited and/or relied upon therein; (2) the staff reports, City files and records and other documents prepared for and/or submitted to the City relating to the 2017 Comprehensive Plan Final EIR, the Addendum, and the 2023-2031 Housing Element; (3) the evidence, facts, findings, and other determinations set forth in this Resolution; (4) the 2017 Comprehensive Plan; (5) all studies, data, and correspondence submitted by the City in connection with the Addendum and the 2023-2031 Housing Element; (6) all documentary and oral evidence received at public workshops, meetings, and hearings; (7) all other matters of common knowledge to City decisionmakers, including City, state, and federal laws, policies, rules, and regulations, reports, records, and projections related to development within the City of Palo Alto and its surrounding areas. The location and custodian of records is the City Clerk of the City of Palo Alto, 250 Hamilton Avenue, Palo Alto, CA 94305.
3. Based on the record of proceedings as a whole, the City Council approves the Addendum to the 2017 Comprehensive Plan Final EIR and makes the following findings and declarations:
 - a. That the 2023-2031 Housing Element represents only incremental change over the conditions studied in the 2017 Comprehensive Plan Final EIR.
 - b. The MMRP adopted in conjunction with the 2017 Comprehensive Plan included all mitigation measures necessary to mitigate the most impactful scenarios contemplated in the 2017 Comprehensive Plan EIR.
 - c. None of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a Subsequent EIR or Supplemental EIR are present, as set forth in the Addendum.
 - d. Any modifications to the 2023-2031 Housing Element directed by the City Council on May 8, 2023 do not change the conclusions of the Addendum and the 2017 Comprehensive Plan Final EIR.
 - e. The Addendum has been prepared in accordance with CEQA and the State CEQA Guidelines and reflects the independent judgment of the City as lead agency.

NOT YET APPROVED

- f. All mitigation measures included in the MMRP for the 2017 Comprehensive Plan EIR will continue to be required, as part of the adoption of the 2023-2031 Housing Element.
4. Based on the record of proceedings as a whole, the City Council makes the following findings and declarations regarding the 2023-2031 Housing Element, as shown in Exhibit A to this Resolution, incorporated herein:
 - a. Adoption of the 2023-2031 Housing Element is in the public interest. The 2023-2031 Housing Element promotes the production of the City's share of regional housing need for all segments of the community, which is in the interest of the City, the region, and the state.
 - b. The 2023-2031 Housing Element is internally consistent and consistent with the rest of the Comprehensive Plan. As an integrated set of goals, policies, programs, and timelines, and quantified objectives, the 2023-2031 Housing Element does not approve any specific development projects; it acknowledges land use and zoning changes that will be required and therefore it creates no inconsistencies with the Comprehensive Plan.
 - c. The 2023-2031 Housing Element was developed through diligent effort by the City to achieve public participation of all segments of the community, as described in Chapter 1 of the 2023—2031 Housing Element.
 - d. The 2023-2031 Housing Element substantially complies with all requirements of Housing Element Law, as provided in Government Code 65580 et seq., and contains all provisions required by State Housing Element Law, as shown in Exhibit D to this Resolution, incorporated herein.
 5. Based on substantial evidence in the record, including, but not limited to, the analyses provided in Chapters 3 and 4 of the 2023-2031 Housing Element, the City's experience with the redevelopment of non-vacant and commercially developed sites for housing, strong expressed interest from property owners and developers, and the numerous policies and programs in Chapter 5 of the 2023-2031 Housing Element aimed at reducing constraints to housing development and otherwise increasing housing supply, the existing uses on the non-vacant sites identified in the site inventory to accommodate the RHNA are likely to be integrated with new residential uses or discontinued during the planning period and therefore do not constitute an impediment to planned residential development on the site during the planning period.
 6. As required by Government Code Section 65585(e), the City Council has considered the findings made by the Department of Housing and Community Development included in the Department's letter to the City dated March 23, 2023, consistent with Government Code Section 65585(f), and as described in Exhibit C to this Resolution, incorporated herein, the City Council has changed the Housing Element in response to the findings of the Department to substantially comply with the HCD's interpretation of the requirements of State Housing Element Law.
 7. The 2015-2023 Housing Element is hereby repealed in its entirety, and the 2023-2031 Housing Element is adopted.

NOT YET APPROVED

Item 7
Attachment C - Draft
Resolution to Adopt
Housing Element and
CEQA Findings

- 8. The City Council intends to complete the HCD review process to obtain an HCD findings of substantial compliance and certification and hereby directs and authorizes the Director of Planning and Development Services: a) to file all necessary material with the HCD for the Department to find that the Housing Element is in conformance with State Housing Element Law; and b) to make all non-substantive changes to the Housing Element to make it internally consistent or to address any non-substantive changes or amendments requested by the Department to achieve certification.

- 9. The Director of Planning and Development Services is hereby directed to ensure that the adopted Housing Element, including any additional amendments, is posted to the City’s website, and a link emailed to all individuals and organizations that have previously requested notices, at least seven days prior to submission to HCD.

- 10. The Director of Planning and Development Services and City Clerk are hereby directed to distribute copies of the Housing Element in the manner provided in Government Code Sections 65357 and 65589.7.

- 11. This Resolution shall become effective upon adoption by the City Council.

INTRODUCED and PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

APPROVED:

Assistant City Attorney

City Manager

Director of Planning and
Development Services

NOT YET APPROVED

Item 7
Attachment C - Draft
Resolution to Adopt
Housing Element and
CEQA Findings

Exhibit A: 2023-2031 Housing Element

Exhibit B: HCD Finding Letter, dated March 23, 2023

Exhibit C: Response to HCD Findings

Exhibit D: Housing Element Statutory Provisions Checklist

Exhibit E: Addendum to the 2017 Comprehensive Plan Final EIR

NOT YET APPROVED

Exhibit A

Item 7

Attachment C - Draft
Resolution to Adopt
Housing Element and
CEQA Findings

Not included in this draft for brevity. To be replaced with Attachment A to Council Report #2304-1372,
as revised.

NOT YET APPROVED

Exhibit B

Item 7

Attachment C - Draft
Resolution to Adopt
Housing Element and
CEQA Findings

Not included in this draft for brevity. To be replaced with Attachment D to Council Report 2304-1372.

NOT YET APPROVED

Exhibit C

Item 7
Attachment C - Draft
Resolution to Adopt
Housing Element and
CEQA Findings

Not included in this draft for brevity. To be replaced with Attachment F to Council Report 2304-1372.

NOT YET APPROVED

Exhibit D

Item 7

Attachment C - Draft
Resolution to Adopt
Housing Element and
CEQA Findings

This exhibit will be provided with the agenda packet published on May 4, 2023

Item 7

Attachment C - Draft
Resolution to Adopt
Housing Element and
CEQA Findings

Exhibit E

Not included in this draft for brevity. To be replaced with Attachment B to Council Report 2304-1372.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

Item 7
Attachment D - HCD
Comment Letter, March
23, 2023

SOM, Governor



DATE 23, 2023

Jonathon Lait, Planning Director
Department of Planning and Development
City of Palo Alto
250 Hamilton Avenue, Fifth Floor
City of Palo Alto, CA 94301

Dear Jonathon Lait:

RE: City of Palo Alto's 6th Cycle (2023-2031) Draft Housing Element

Thank you for submitting the City of Palo Alto's (City) draft housing element received for review on December 23, 2022. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review. HCD considered comments from David Kellogg, Greenbelt Alliance; Stuart L. Klein, Ian Faucher, Rob Neilson, Scott O'Neil and Robert Chun, Palo Alto Moving Forward; Salim Damerджи, Sidharth Kapur, Steve Levy, Greg Schmid, Kelsey Banes, Emily Ramos, and the League of Women Voters; pursuant to Government Code section 65585, subdivision (c).

The draft element addresses many statutory requirements; however, revisions will be necessary to comply with State Housing Element Law (Article 10.6 of the Gov. Code). The enclosed Appendix describes the revisions needed to comply with State Housing Element Law.

As a reminder, the City's 6th cycle housing element was due January 31, 2023. As of today, the City has not completed the housing element process for the 6th cycle. The City's 5th cycle housing element no longer satisfies statutory requirements. HCD encourages the City to revise the element as described above, adopt, and submit to HCD to regain housing element compliance.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), if a local government fails to adopt a compliant housing element within 120 days of the statutory deadline (January 31, 2023), then any rezoning to make prior identified sites available or accommodate the regional housing needs allocation (RHNA) shall be completed no later than one year from the statutory deadline pursuant to Government Code sections 65583, subdivision (c) (1) and 65583.2, subdivision (c). Otherwise, the local government's housing element will no longer comply with State Housing Element

Law, and HCD may revoke its finding of substantial compliance pursuant to Government Code section 65585, subdivision (i). Please be aware, if the City fails to adopt a compliant housing element within one year from the statutory deadline, the element cannot be found in substantial compliance until these rezones are completed.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City meets housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>

HCD appreciates the commitment and cooperation of the housing element update team during the update and our review. We are committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Irvin Saldana, of our staff, at Irvin.Saldana@hcd.ca.gov.

Sincerely,



Melinda Coy
Proactive Housing Accountability Chief

Enclosure

APPENDIX CITY OF PALO ALTO

The following changes are necessary to bring the City's housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on HCD's website at <https://www.hcd.ca.gov/planning-and-community-development/hcd-memos> Among other resources, the housing element section contains HCD's latest technical assistance tool, *Building Blocks for Effective Housing Elements (Building Blocks)*, available at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements/building-blocks> and includes the Government Code addressing State Housing Element Law and other resources.

A. Review and Revision

Review the previous element to evaluate the appropriateness, effectiveness, and progress in implementation, and reflect the results of this review in the revised element. (Gov. Code, § 65588 (a) and (b).)

Special Housing Needs: The element must provide an evaluation of the cumulative effectiveness of past goals, policies, and related actions in meeting the housing needs of special needs populations (e.g., elderly, persons with disabilities, large households, female-headed households, farmworkers, and persons experiencing homelessness) and revise programs as appropriate. In addition to evaluating progress or effectiveness of programs to address special needs groups, the element can also discuss the results, success, or lack of, challenges and opportunities from outreach, coordination, application for funding, incentives or other activities and then discuss potential strategies set forth in the current element to meet the need.

B. Housing Needs, Resources, and Constraints

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Fair Housing Enforcement and Capacity: While the housing element includes a summary of fair housing enforcement and outreach capacity at the county level, it must also quantify and evaluate complaints at the City level. In addition, the element should discuss how the City complies with existing fair housing laws and regulations, any past fair housing lawsuits, consent decrees or other related legal matters.

Patterns and Trends: While the element reports general information and data, it must analyze this data for trends over time, patterns across census tracts, and coincidence with other components of the assessment of fair housing. Moreover, the element must supplement existing data with local data and knowledge and other relevant factors were

applicable. Lastly, the element provides an evaluation of fair housing basis that is generally limited, comparing only a few fair housing topics within Santa Clara County and providing no analysis to the surrounding South Bay region. Once complete, the assessment of fair housing must include appropriate programmatic responses to encourage housing mobility and promote new affordable housing opportunities throughout the City, regardless of the regional housing need allocation (RHNA).

Racially Concentrated Areas of Poverty (R/ECAPs): The element mentions that there are no racially concentrated areas of poverty within City; however, the element does provide analysis on distinct areas of poverty/lower income; and identifies two census tracts with 10-40 percent of the population below the poverty line. The analysis should include local data and knowledge to further evaluate patterns and changes overtime at a local (e.g., neighborhood to neighborhood) level and provide appropriate programmatic responses to address ongoing patterns and trends.

Racially Concentrated Areas of Affluence (RCAA): The element identified a total of 10 census tracts within City that qualified as RCAA; however, and as mentioned above, element provides limited analysis on the factors that contribute to this outcome. This analysis should utilize local data and knowledge and other relevant factors to achieve a comprehensive analysis. For example, the element could examine past land use practices, investments, quality of life relative to the rest of the City and region and then formulate appropriate programs to promote more inclusive communities and equitable quality of life. For example, the City should consider additional actions (not limited to the RHNA) to promote housing mobility and improve new housing opportunities throughout the City.

Disparities in Access to Opportunity: The element provides datapoints and a general analysis on accesses opportunity including, education, economic, transportation and environmental outcomes; however, the element should analyze these data points for trends and patterns throughout the City, and any concentrations or coincidences with other components of the fair housing analysis. A complete analysis should revise and or provide additional policies and programs that meet the need of each of the components mentioned above.

Disproportionate Housing Needs including Displacement: The element provides some analysis on overcrowding, overpayment, substandard housing, homelessness, and displacement risk; however, the element must analyze the data for local and regional patterns for overcrowding, overpayment, and substandard housing including any identified trends and coincidence with other components of the fair housing assessment. In addition, the element briefly mentions persons experiencing homelessness, but should provide additional information on the need, including, impacts and patterns within the City. For instance, the element should examine disproportionate impacts on protected characteristics (e.g., race, disability) and patterns of need, including access to transportation and services. Lastly, the element must describe characteristics of existing “sensitive communities” found on figures C-45 and 46 of the element.

Identified Sites and Affirmatively Furthering Fair Housing (AFFH): The include data on the location of regional housing need allocation (RHNA) sites by income group relative to all fair housing components. The analysis should address the isolation of the RHNA by income group, specifically in the GM and ROLM zones (p. C-86) magnitude of the impact on existing concentrations of socio-economic characteristics and discuss how the sites improve fair housing conditions. The analysis should be supported by local data and knowledge and other relevant factors and programs should be added or modified as appropriate to promote inclusive and equitable communities.

Local Data and Knowledge and Other Relevant Factors: As noted in the prior findings, the element must supplement the analysis and complement state and federal data with local data and knowledge to capture emerging trends and issues, including utilizing knowledge from local and regional advocates, public comments, and service providers.

Contributing Factors: The element identifies many contributing factors to fair housing issues but must prioritize these factors to better formulate policies and programs and carry out meaningful actions to AFFH.

2. *Include an analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, including overcrowding, and housing stock condition. (Gov. Code, § 65583, subd. (a)(2).)*

Analyze any special housing needs such as elderly; persons with disabilities, including a developmental disability; large families; farmworkers; families with female heads of households; and families and persons in need of emergency shelter. (Gov. Code, § 65583, subd. (a)(7).)

Housing Conditions: The element provides some information on age of the housing stock. However, it must estimate the number of units in need of rehabilitation and replacement. For example, the analysis could include estimates from a recent windshield survey or sampling, estimates from the code enforcement agency, or information from knowledgeable organizations.

Special-Needs Populations: While the element identifies the number of persons experiencing homelessness using a past point in time count (PIP) survey, (pp. 2-72) of the element mentions a more recent PIP conducted on January 24, 2023. The elements analysis and corresponding figures should be updated to reflect the most recent PIP.

3. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

Progress toward the RHNA: As you know, the City's RHNA may be reduced by the number of new units built since June 30, 2022; however, the element must demonstrate the affordability of units in the planning period based on actual sales price, rent level, or other mechanisms ensuring affordability (e.g., deed restrictions). While the element

includes some information related units in the pipeline listed on Table 7), it divides the units between below market rate and market rate rather than indicating the actual affordability category (very-low-, low-, moderate-, above moderate- income). In addition, several projects which have units assigned in the below market rate category indicate that there is no restriction. For these projects, the element must indicate how affordability was determined. The element must also discuss availability or likelihood the units will be built in the planning period and should account for any barriers to development, phasing, anticipated build out horizons, market conditions and other relevant factors to demonstrate their availability in the planning period.

Realistic Capacity: While realistic capacity assumptions are generally conservative and based on existing or approved residential developments and development trends in the surrounding region, the elements realistic capacity assumptions must still account for all land use controls and site improvements. In addition, residential capacity calculations should account for the likelihood of residential development in zones where 100 percent nonresidential uses are allowed. These assumptions should also go beyond recent approved development and consider additional factors such as, nonresidential performance standards that require residential use, incentives for residential use, market demand, efforts to attract and assist developers, the allowance of 100 percent residential development in nonresidential zones, and local or regional residential development trends in the same nonresidential zoning districts. The element should enhance existing policies and programs based on a complete analysis.

Nonvacant Sites: The element provides several factors that demonstrate the redevelopment potential of nonvacant sites, including factors such as, current, and past development trends, improvement to land value ratios, existing use vs zone use, age of structure, floor area ratio (FAR), proximity to transit, TCAC/HCD designations, and community interest. However, the element must provide additional information on nonvacant sites related to existing uses that may constitute an impediment to additional residential development, past experiences converting existing uses to higher density residential development, current market demand for the existing use, existing leases or contracts that would perpetuate the existing use or prevent additional residential development or other relevant information to demonstrate the potential for redevelopment such as expressed owner and developer interest. Based on a complete analysis the element may need to add or revise programs to facilitate redevelopment. In addition, HCD received several public comment letters regarding the possible existence of additional units on several sites included in the City's site inventory. The City must review and consider the possibility that existing units on nonvacant sites were undercounted. Once complete, existing capacity totals must be adjusted to accurately reflect existing units on identified nonvacant sites.

Finally, if the housing element relies upon nonvacant sites to accommodate more than 50 percent of the RHNA for lower income households, the housing element must demonstrate that the existing use is not an impediment to additional residential development in the planning period (Gov. Code, § 65583.2, subd. (g)(2)). This can be demonstrated by providing substantial evidence that the existing use is likely to be discontinued during the planning period (Gov. Code, § 65583.2, subd. (g)(2)).

Environmental Constraints: While the element generally describes environmental conditions within the City (pp. 4-77), it must describe any other known environmental constraints or conditions within the City that could preclude development on identified sites in the planning period (e.g., airport compatibility and related land use controls, shape, contamination, easements, overlays).

AB 725: For jurisdictions that are considered Metropolitan, the element must identify at least 25 percent of the remaining moderate and above moderate RHNA on sites that allow at least four units of housing (e.g., four plex or greater) (Gov. Code, § 65583.2, subd. (c)(4)).

City-Owned sites: While a brief analysis on city-owned parking lots (pp. 3-43) is included in the element, the analysis should discuss the status, anticipated steps for development including disposition, any known barriers to development and other relevant factors to development in the planning period. Based on a complete analysis, the element should add or modify programs to comply with the Surplus Land Act, commit to numerical objectives, including affordability, aligned with assumptions in the inventory and a schedule of actions to facilitate development. A schedule of actions may include coordination with appropriate entities, including potential developers, disposition of the land, zoning, funding, facilitating other entitlements and issuing permits. Lastly, the program should identify and make alternative sites with zoning of equivalent capacity and density by a specified date if sites are not made available by a date early in the planning period.

Availability of Infrastructure: While the element describes minor upgrades to water and sewer hookups may be required to support development of select sites, it should clarify sufficient existing or planned water and sewer capacity to accommodate the City's regional housing need. Currently, the analysis on (pp. 3-57) is unclear.

For your information, water and sewer service providers must establish specific procedures to grant priority water and sewer service to developments with units affordable to lower-income households. (Gov. Code, § 65589.7.) Local governments are required to immediately deliver the housing element to water and sewer service providers. HCD recommends including a cover memo describing the City's housing element, including the City's housing needs and regional housing need. For additional information and sample cover memo, see the *Building Blocks* at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements/building-blocks/priority-water-and-sewer>.

Electronic Sites Inventory: For your information, pursuant to Government Code section 65583.3, the City must submit an electronic sites inventory with its adopted housing element. The City must utilize standards, forms, and definitions adopted by HCD. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml#element> for a copy of the form and instructions. The City can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance.

Zoning for a Variety of Housing Types:

- Emergency Shelters: The element currently identifies the Research, Office, and Limited Manufacturing-Embarcadero (ROLM(E)) district as suitable to accommodate emergency shelters. However, the element should clarify if emergency shelters are allowed in this zone by-right and without discretionary action. In addition, the element should list development standards and identify reuse, and redevelopment opportunity. Lastly, the element should provide an analysis of proximity to transportation and services for these sites, hazardous conditions, and any conditions appropriate for human habitability.

For your information, Chapter 654, Statutes of 2022 (AB 2339), adds additional specificity on how cities and counties plan for emergency shelters and ensure sufficient and suitable capacity. Future submittals of the housing element may need to address these statutory requirements. For additional information and timing requirements, please see HCD's memo at <https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/ab2339-notice.pdf>.

- Accessory Dwelling Units (ADU): Please refer to HCD's letter related to ADU requirements sent on December 21, 2022.
- Transitional and Supportive Housing: Transitional housing and supportive housing must be permitted as a residential use in all zones allowing residential uses and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone. Currently, the element mentions that supportive and transitional housing will be allowed in additional zones (pp. 4-36, 4-37); however referencing (Table 4-3A) on (pp. 4-22) the City has several additional zones (i.e., AMF, MUO) that would also have to allow transitional and supportive housing as a residential use and subject only to those restrictions that apply to residential dwelling of the same type in the same zone.
- By-Right Permanent Supportive Housing (AB 2162): Supportive housing shall be a use by-right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses pursuant to Government Code section 65651. The element must demonstrate compliance with these requirements and include programs as appropriate.
- Manufactured Housing: Manufactured homes that are built on a permanent foundation must be allowed in the same manner and in the same zones as conventional or stick-built structures. Specifically, manufactured homes on a permanent structure should only be subject to the same development standards as a conventional single-family residential dwelling. The element must demonstrate consistency with this requirement or add or modify programs as appropriate.

- Farmworker Housing: Section 17021.6 requires employee housing of no more than 12 units or 36 beds to be permitted in the same manner as other agricultural uses in the same zone. Currently, the element is unclear on whether the City complies with state law in accordance to Health and Safety Code 17021.6. In addition while the element mentions amending the City’s code to comply with 17021.6, Program 6.5 fails to mention commitments to do so during the planning period .For additional information and sample analysis, see the *Building Blocks* at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements/building-blocks/farmworkers>.

4. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures... (Gov. Code, § 65583, subd. (a)(5).)*

Land Use Controls: The element must identify and analyze the impact of all relevant land use controls as potential constraints on a variety of housing types in all zones that allow residential uses. The analysis should analyze land use controls independently and cumulatively with other land use controls. The analysis should address any impacts on cost, supply, housing choice, feasibility, timing, approval certainty and ability to achieve maximum densities and include programs to address identified constraints. The analysis must specifically describe and analyze, minimum lot area coverage, height limits, setbacks, and floor area ratios (FAR). Lastly, the element must describe and analyze parking requirements in all zones that allow residential uses.

Fees and Exaction: While the element describes required fees for single family and multifamily housing developments, including impact fees, on (pp. 4-66) the element states that impact fees/capacity fees are considered the highest in the County. In addition, on (pp. 4-67) the City recognizes that current planning/permitting and development fees add substantial cost to residential development. The element should provide a comprehensive analysis assessing all required fees and their proportion to the development costs for both single family and multifamily housing. In addition, the element could also provide information on how the city provides financial assistance to affordable housing developments. Based on a complete analysis, the City should provide additional policy and programs to mitigate the cost and impact of required fees on residential development.

Density Bonus Law: The element must clarify compliance with current State Density Bonus Law (SDBL) including amendments enacted January 1, 2023. In addition, the element must list and analyze fees associated to SDBL as a potential constraint on housing.

Zoning and Fee Transparency: The element must clarify its compliance with new transparency requirements for posting all zoning and development standards for each parcel on the jurisdiction’s website pursuant to Government Code section 65940.1(a)(1).

Local Processing and Permit Procedures: HCD has received several related to the local permit process that have indicated a complex, untimely, and cumbersome process with little certainty to applicants. While the element includes information on permit process and processing time frames that range from 90 to 365 days, a complete analysis must evaluate the processing and entitlement procedures for potential constraints on housing supply, cost, timing, financial feasibility, approval certainty and ability to achieve maximum densities. Specifically, the element must describe the procedures for a typical single-family and multifamily development. As most projects require discretionary approvals, the analysis must describe the decision-making framework for discretionary approvals related to all permits and entitlements, including but not limited to building permits, major architectural review board, conditional use permits (CUPs), context-based design criteria, rezone procedures, planned home zoning, site plans, environmental review, etc. The analysis must include the approval bodies, the number of public hearings, the actual approval findings, and all relevant information. Based on the outcomes of a complete analysis, the element must add or modify programs as appropriate.

Finally, the element should discuss compliance with the Permit Streamlining Act and intersections with CEQA and timing requirements, including streamlining determinations and add or modify programs as appropriate.

On/Off-Site Improvements: The element must identify subdivision level improvement requirements, such as minimum street widths (e.g., 40 foot minimum street width), and analyze their impact as potential constraints on housing supply and affordability.

Codes and their Enforcement: While the element describes the City's current building code, it must describe the City's building and zoning code enforcement processes and procedures, including whether code enforcement is targeted or complaint based, and analyze their impact as potential constraints on housing supply and affordability.

Local Ordinances: The element must specifically analyze locally adopted ordinances such as inclusionary ordinances or short-term rental ordinances that directly impact the cost and supply of residential development. In addition, the element should further analyze the Retail Preservation Ordinance and clarify whether any sites in the element are currently within the boundaries of the ordinance. Lastly, HCD received public comment on the City's Tree Protection Ordinance, the element must provide analysis on this recently adopted ordinance (July 21, 2022) and should evaluate any impacts on the development of housing and the City's ability to meet the RHNA.

5. *An analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including... requests to develop housing at densities below those anticipated in the analysis required by subdivision (c) of Government Code section 65583.2, and the length of time between receiving approval for a housing development and submittal of an application for building permits for that housing development that hinder the construction of a locality's share of the regional housing need in accordance with Government Code section 65584... (Gov. Code, § 65583, subd. (a)(6).)*

Developed Densities and Permit Times: The element must be revised to include an analysis of requests to develop housing at densities below those anticipated, and the length of time between receiving approval for a housing development and submittal of an application for building permits that potentially hinder the construction of a locality's share of the regional housing need.

6. *Analyze existing assisted housing developments that are eligible to change to non-low-income housing uses during the next 10 years due to termination of subsidy contracts, mortgage prepayment, or expiration of use restrictions. (Gov. Code, § 65583, subd. (a)(9) through 65583(a)(9)(D).)*

Table 2-39 on (pp. 2-100) of the element identifies the total number of units at-risk of conversion during the planning period. However, according to HCD records received from the California Housing Partnership (<http://www.chpc.net>) additional properties may be at-risk including Oak Park Manor (630 Los Robles Ave) and California Park Apartments (2301 Park Blvd). If units are identified as at-risk, the analysis must include the following:

- Listing of each development by project name and address.
- Type of governmental assistance received and the earliest date of change from low-income use.
- Total number of units for senior vs. nonsenior residents.
- Estimated total cost for producing, replacing, and preserving the at-risk units.
- Identification of public and private nonprofit corporations known to the City to have the legal and managerial capacity to acquire and manage at-risk units.
- Identification and consideration of use of federal, state, and local financing and subsidy programs.

C. Housing Programs

1. *Include a program which sets forth a schedule of actions during the planning period, each with a timeline for implementation, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the Housing Element... (Gov. Code, § 65583, subd. (c).)*

To have a beneficial impact in the planning period and achieve the goals and objectives of the housing element, programs must have discrete timing (e.g., at least annually or by 2025) and specific commitment to housing outcomes and refrain from language such as “consider” while also having discrete timing (e.g., at least annually or by January 2024).

Examples of programs to be revised with discrete timing include Program 1.5 (Stanford University Lands), Program 3.1 (Monitor constraints on housing), 2.1 (Affordable Housing developments), Program 3.5 (Pedestrian and Transit Oriented Development),

Program 3.8 (Objective Design Standards for SOFA), Program 6.1 (Housing Needs) Program 6.2 (Multi-Family Housing & Large Units).

Examples of programs to revised with specific commitments Program 1.4 (City Owned Land Lots), Program 1.6 (Lot Consolidation), Program 3.1 (Fee Waivers and Adjustments), Program 3.3 (Affordable housing development incentives), Program 3.4 (Housing Incentives Program (HIP)), Program 3.6 (Accessory Dwelling Unit Facilitation), Program 3.7 (Expedited Project Review), 4.2 (Housing and Neighborhood Preservation), Program 4.3 (Home Rehabilitation), Program 5.1 (At Risk Preservation, Program 5.2 (Funding Partnerships), Program 6.3 (Mixed use Development) Program 6.5 (Alternative Housing) Program 6.6 (Affirmatively Furthering Fair Housing).

- 2. Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Government Code section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing. (Gov. Code, § 65583, subd. (c)(1).)*

As noted in Finding B3, the element does not include a complete site analysis, therefore, the adequacy of sites and zoning were not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types.

In addition, Program 6.5 (Alternative Housing) should specifically commit to allowing emergency shelters without discretionary action, with appropriate development standards in compliance with statutory requirements.

- 3. The Housing Element shall contain programs which assist in the development of adequate housing to meet the needs of extremely low-, very low-, low- and moderate-income households. (Gov. Code, § 65583, subd. (c)(2).)*

Several actions commit to “partner”, “explore”, “encourage” housing. While these efforts are important and meaningful, these efforts should be complimented by additional steps that lead to housing outcomes. For example, Program 6.2 (Multi-Family Housing and Large Units) should set forth clear commitments in implementing incentives for larger units. This is only one example of several programs that will need to include clear and specific commitment to identify affordable development opportunities, grant incentives, assist with funding, and process entitlements on an annual basis. Programs should also commit to a numerical target and evaluate and adjust efforts as necessary every other year.

4. *Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. (Gov. Code, § 65583, subd. (c)(3).)*

As noted in Finding B4 and B5, the element requires a complete analysis of potential governmental and nongovernmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs and address and remove or mitigate any identified constraints. In addition, the element should be revised as follows:

- Program 3.4 (Housing Incentives Program): The Program should specifically commit to reduce parking requirements and establish creative alternatives (beyond aligning parking requirements with required State Density Bonus Law requirements).
- Program 6.5 (Alternative Housing): The Program should clearly commit to allow group homes for seven or more persons in all residential zones. For your information, zoning should simply implement a barrier-free definition of family instead of subjecting, potentially persons with disabilities, to special regulations such as the number of persons, population types and licenses. Please refer to HCD's Group Home Technical Advisory <https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/group-home-technical-advisory-2022.pdf>.

5. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics... (Gov. Code, § 65583, subd. (c)(5).)*

As noted in Finding B1, the element must include a complete analysis of AFFH. The element must be revised to add goals and actions based on the outcomes of a complete analysis. The element must add, and revise programs based on a complete analysis and listing and prioritization of contributing factors to fair housing issues.

Goals, Priorities, Metrics, and Milestones: Goals and actions must significantly seek to overcome contributing factors to fair housing issues and must include quantifiable metrics and milestones for evaluating progress on programs, actions, and fair housing results. Goals and actions must specifically respond to the analysis and to the identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have specific commitment, milestones, geographic targeting and metrics or numeric objectives and, as appropriate, must address housing mobility enhancement, new housing choices and affordability in high opportunity areas, place-based strategies for community preservation and revitalization and displacement protection.

D. Quantified Objectives

1. *Establish the number of housing units, by income level, that can be constructed, rehabilitated, and conserved over a five-year time frame. (Gov. Code, § 65583, subd. (b)(1 & 2).)*

The element must include quantified objectives for new construction, rehabilitation, and conservation by income group. In addition, conservation objectives should not be limited to at-risk preservation and can include broader efforts to conserve the existing housing stock such as code enforcement programs, rental assistance or housing choice vouchers, weatherization, tenant protections, and mobile home park preservation ordinances.

Draft Housing Element – December 2022

Summary of Public Comments and City Responses Submitted to HCD

Comment	Theme Responses
<p>1. Concerns relating to the Site Inventory and the future availability of identified properties.</p>	<p>RHNA is a State mandate and the City must comply with State law by planning for future residential development through the identification of sites that can accommodate the assigned RHNA. Development of the City’s Site Inventory is detailed more in Chapter 4, and occurred through the identification of site selection strategies, which were developed through input provided by the Housing Element Working Group. Housing Element Working Group members completed group walking/drive by tours of the sites. Once complete, the Site Inventory was fully vetted by the Housing Element Working Group, the Planning and Transportation Commission and the City Council. The City undertook a number of additional engagement efforts related to the Site Inventory. A map of all identified sites has been available on the City’s Housing Element website since April 2022. The City also reached out to all property owners via a direct mail (USPS) marketing campaign. The City honored all requests from property owners who asked that their property(s) be removed from the Site Inventory. Moreover, the City communicated with various land owners whose sites were contemplated for inclusion or placed in the site inventory, including one prominent land owner where the City is proposing changes to the GM/ROLM zoning district.</p>
<p>2. Concerns relating to environmental and infrastructure constraints such as traffic, intersection safety, and bicycle and pedestrian safety.</p>	<p>Development of the sites inventory for RHNA took into consideration potential environmental constraints. Future development projects may be required to assess environmental impacts in CEQA documentation prepared for the specific project.</p>
<p>3. Programs should be objective and quantifiable.</p>	<p>Changes have been made to a number of programs to address this comment. Most notably, Program 6.6 (Fair Housing) has been significantly expanded to include more action items related to fair housing constraints, quantified objectives, and implementation timeframes for each.</p>

Comment	Theme Responses
<p>4. City’s existing zoning and development standards create constraints to housing and do not allow for financially feasible projects.</p>	<p>Changes to the City’s Zoning Ordinance are planned to support development of housing and to comply with recently approved State legislation. The following are a selection of programs that aim to reduce constraints and improve project feasibility:</p> <ul style="list-style-type: none"> • Program 1.5: Initiate discussions with Stanford University regarding zoning modifications to support future residential development within the Stanford Research Park. • Program 1.6: Develop lot consolidation provisions for affordable housing projects. • Program 3.3: Amend the residential floor area ratios and height requirements for projects taking advantage of the affordable housing overlay regulations. • Program 3.6: Amend Zoning Ordinance to maintain compliance with State legislation pertaining to ADUs. • Program 3.7: Limit multi-family housing projects to two hearings before the City’s ARB. • Program 3.8: Create objective design standards for the SOFA area to streamline future development. • Program 3.9: Compliance with State legislation. • Program 6.2: Explore zoning changes to support larger units. • Program 6.5: Encourage innovative housing structures through zoning regulations and address State legislation pertaining to low barrier navigation centers, emergency shelters, supportive and transitional housing, and employee housing.
<p>5. Application processing timeframes can create a constraint to residential development if they are lengthy, as is the case in Palo Alto. The City should work to reduce application processing timeframes.</p>	<p>With the implementation of Program 3.7 the City will explore opportunities to improve the efficiency of the development review process, including expedited project review. This program will also limit multi-family projects to two hearings before the City’s ARB. Furthermore, with the recently adopted objective design standards in 2022, the City created a streamlined review process for compliant projects that only requires one study session with the City’s ARB.</p>
<p>6. Public participation should be fair and equitable to all.</p>	<p>The City has provided a detailed summary of the public engagement program implemented for this project in Chapter 1. This program included a number of study sessions with PTC</p>

Comment	Theme Responses
	and/or City Council, a dedicated website, and online survey, and multiple community workshops that were advertised in multiple languages. In addition, the City formed a Housing Element Working Group, comprised of 15 members and 2 alternates. Group members included homeowners and renters, Stanford employees, members of Palo Alto’s young adult and minority communities, an affordable housing developer (staff), and a member of the unhoused community. All meetings were open to the public (virtually) and the group took and responded to public comments at all meetings.
7. Strengthen the efforts to enhance affordability by providing fee waivers, securing new funding sources, expediting project review, and developing standards supportive of higher densities.	All these efforts are included in the Draft Housing Element. Specific programs include: Program 2.2: Continuation and expansion of the program to promote affordability. Program 3.1: The City will waive staff costs associated with affordable housing planning applications. Program 3.7: The City will explore opportunities to improve the efficiency of the development review process, including expedited project review. Program 3.8; The City will create objective design standards for the SOFA area. Program 5.1: Preservation of at-risk housing.
8. Expand support for programs that combat homelessness	Program 6.4 addresses the City’s efforts to combat homelessness. Expansion of the City’s Safe Parking Program is included.
9. Accessory Dwelling Units assumptions are too aggressive and do not appropriately address affordability of these types of units in the City.	ADU assumptions are detailed in Chapter 3 of the Housing Element and are based on actual ADU permitting trends for the 2019-2021 time period. That said, current trends from 2022 demonstrate an increase in ADU permitting in the City. Through these natural increases, and the implementation of Program 3.6, the City is confident that the ADU production numbers presented for the next 8 years can be realized. Affordability assumptions were based on the HCD approved technical guidance prepared by ABAG, as discussed in Chapter 3. The City does not have control over the rental market and the affordability of non-deed restricted units although the action items outlined in Program 3.6 support the program as a whole.
10. Tenant protection policies should be strengthened. The City	Tenant protection strategies have been further expanded across Program 6.6. Specifically: Program 6.6.I: Includes implementation for additional anti-displacement measures including relocation

Comment	Theme Responses
amended the Tenant Relocation Assistance requirements in January 2022.	assistance, eviction reduction, security deposit limits and right to counsel. Program 6.6.J: Includes consideration of a Fair Chance Ordinance.

Meeting Date: May 8, 2023

City Response Matrix to HCD Comment Letter

This attachment reflects the City responses to the HCD comments with reference to the respective pages in the Strikeout/Underlined Draft 2023-31 Housing Element version.

This attachment is being finalized and will be provided on May 4 with next week's Council report packet.



City Council Staff Report

From: City Manager
Report Type: INFORMATION REPORTS
Lead Department: City Manager

Meeting Date: May 8, 2023
Report #:2304-1306

TITLE

Independent Police Auditor Special Report on Police Recruitment and Retention

RECOMMENDATION

Receive this Informational Report on Police Recruitment and Retention prepared by the Independent Police Auditor team at OIR Group.

BACKGROUND AND ANALYSIS

The City's contract with OIR Group provides for OIR reports to be published as Council Information Reports two times each year (February and August), and for OIR to meet with Council two times per year to discuss trends in criminal justice and policing, policy and training matters, OIR recommendations, and other Council concerns. The contract also provides that Council may ask OIR to conduct additional performance reviews on specific topics.

In March 2022, Council asked OIR to review and prepare a report on Police Department recruiting and hiring. That report is attached here. The next IPA report is in draft and nearing completion. As provided in the contract, the report will be released as Informational Item on an upcoming Council agenda, and a session with Council will be agendized before the summer break.

RECRUITMENT AND HIRING REPORT

On March 14, 2022, the Council unanimously approved 1) ask OIR Group to perform a one-time performance review on Police Department recruitment and hiring and 2) require the Police Department to provide a written response to future IPA recommendations. As a result of this action, the IPA prepared the report included as **Attachment A** and the Police Department provided written responses to the report (**Attachment B**).

FISCAL/RESOURCE IMPACT

This performance review on recruitment and hiring is included in the additional services part of the existing OIR Group contract for \$10,000.

ATTACHMENTS

Attachment A: IPA Report on Recruitment and Hiring

Attachment B: Police Department Responses to IPA Report on Recruitment and Hiring

APPROVED BY:

Ed Shikada, City Manager

INDEPENDENT POLICE AUDITORS' REPORT:
Review of PAPD Recruitment and Hiring
February 2023

Presented to the Honorable City Council
City of Palo Alto

Prepared by: Michael Gennaco and Stephen Connolly
Independent Police Auditors for
the City of Palo Alto



Introduction

In establishing new contract terms for the Independent Police Auditor (“IPA”) in 2021, the Palo Alto City Council expanded the IPA scope of work in different ways. One significant change, for example, related to uses of force by Police Department personnel: under the new agreement, a greater range of force deployments (as reviewed by PAPD supervision) are now part of the core content that the IPA reviews for its semi-annual public reports about PAPD internal accountability measures. A second expansion gave the Council the opportunity to authorize stand-alone systemic audits of distinctive aspects of PAPD operations that were not otherwise covered during the regular review process.

“Use of Force” is now an established category within the IPA monitoring and reporting functions. And at a meeting in 2022, the City Council accepted a proposal for OIR Group to assess “PAPD Recruiting and Hiring” as its first special topic. This Report is the product of that review.

At a time of significant transition for law enforcement in the United States, the effective recruiting and hiring of new officers is as critical an issue as it has ever been. There are several reasons for this, but two are especially salient to the current discussion. The first is that a heightened focus on procedural justice and the lingering impacts of systemic racism have brought renewed attention on the importance of officers who reflect and embrace a diverse, equitable culture. And the second is that controversial incidents, negative public perceptions, and increased accountability measures have influenced both ends of the employee “pipeline”: officers eligible to retire have perhaps been more inclined to do so, and the pool of new applicants to the profession is considerably smaller than in the past.

There are additional implications arising from the national narrative emanating from the George Floyd murder. Many jurisdictions have discussed and debated whether functions traditionally reserved for police might best be handled by non-police officers. This has caused many current officers and potential applicants to reassess the contours and future of the law enforcement profession.

In many cities – including Palo Alto – a fourth reality has further underscored the importance of effective recruiting and hiring: COVID-related budget impacts that

temporarily constrained the ability of cities to provide the resources to fully staff and competitively compensate their police forces.

These circumstances have created a nation-wide challenge in law enforcement. In our experience with agencies throughout California and in other states, “hiring and retention” are routinely cited as among the most significant challenges that local agencies are confronting. To some extent, this is true in Palo Alto as well. And it was against this backdrop that we evaluated PAPD’s process of recruiting and hiring, and its current circumstances and outlook for the immediate future.

In developing this Report, we drew upon our own direct familiarity with the experiences of agencies throughout California and in other states. We also researched the relevant guidelines required by “POST” (“The Commission on Peace Officer Standards and Training”), which provides state-wide certification and training requirements for California police agencies. And we engaged in a number of discussions with PAPD members who have direct responsibility for the recruiting and hiring functions. Lastly, we had the opportunity to perform an in-person review of several recent “background investigation” packages to learn about the comprehensive nature of the information-gathering that occurs and its influence on Department decision-making about candidate suitability.

Our takeaways were relatively straightforward. We were interested to learn about the mechanics of the process, impressed by the dedication and resourcefulness of the PAPD personnel who lead the agency’s efforts, and reinforced in our belief that this arena is especially deserving of the City’s attention and support. We discuss each of these impressions below.

That new officers be sufficient in number and excellent in quality is essential to the well-being of any law enforcement organization, and PAPD is no exception. The Department’s actions in the arena of recruiting and hiring are reflective of the agency’s own recognition of this dynamic, and they are yielding effective results. We have provided additional suggestions for both the Department and City’s consideration to increase those results, increase community involvement in the process, and engage future officers with the City in unique and educational ways.

Process Overview

The Department’s three-person core team operates out of the Personnel and Training Unit. It is led by a lieutenant and has one experienced civilian administrator (who has been in the role for several years) and a sworn officer of the “Agent” rank. For the agent

and the civilian, the recruiting and hiring role is their core responsibility – a reflection of both the demands of the assignment and the emphasis that it holds within the organization.

As stated above, that emphasis has certainly increased in the last year. The larger dynamics discussed above were compounded in Palo Alto by a budget-driving hiring freeze and reduction of authorized staff positions. Hiring resumed in the fall of 2021, and the most recent City budget cycle saw the restoration of five of the 13 slots that had been lost during the period of COVID-driven revenue shortfalls.¹ The challenge, then, is to fill newly available positions with capable individuals – and to do so as efficiently and effectively as possible in an environment where numerous local agencies are similarly situated.

With that in mind, the Department recruits on a “rolling” basis, which is to say that it is consistently seeking new applicants to begin the process. The Department’s website prominently features information for people interested in learning more about the agency and employment opportunities. It also recently produced new recruitment videos (for the first time in several years) that showcase the range of backgrounds possessed by current PAPD personnel, the different enforcement roles that agency members can pursue, and the qualities of character that the Department is hoping to attract.

Along with being receptive and responsive to individuals who initiate contact with the agency, the recruitment team is also pro-active. Representatives regularly attend the periodic regional testing sessions that are offered for individuals interested in a law enforcement career. (The testing days give potential applicants the opportunity to pass the standardized prerequisites² that help dictate hiring eligibility.) The hope is obviously to express interest and to “advertise” the PAPD as a desirable agency for applicants to consider. Recruiting team members also regularly visit military bases and college campuses, focusing on criminal justice programs in the search for likely candidates.

If an individual does express interest and wishes to apply to PAPD, several phases ensue. Assuming that the tests for academic proficiency and physical fitness have been passed, an applicant must also submit a completed “Personal History Statement” to

¹ This brought the total number of authorized positions for sworn officers to 84.

² These are derived from POST guidelines and are applicable to the requirements of most agencies.

ensure that there are no disqualifying events in their individual backgrounds.³ These disqualifiers (such as applicable criminal history, drug use, and integrity-related past employment issues) are also based on POST standards.

Per the PAPD staff, a majority of potentially interested applicants are eliminated from contention by this initial screening process. Those who advance then participate in an “oral board” panel interview comprised of the two main recruitment team members and, generally, another PAPD employee. The questions are standardized, a combination of general inquiries and hypothetical situations that are meant to explore the applicant’s motivation, integrity, communication skills, and problem-solving potential.

We asked about the potential for incorporating community representatives into this phase of the process, which we have occasionally seen as a practice in other jurisdictions. The recruitment team representatives appreciated the concept but raised concerns about their need to be efficient in conducting the panels regularly and on short notice.

That being said, these hurdles do not seem insurmountable if the community representative(s) have the flexibility to be available on short notice. And their involvement could provide useful insights and a strong message about the Department’s commitment to more integration with the public it serves.

RECOMMENDATION 1

PAPD should consider revising its interviewing process – without sacrificing its need to remain nimble – to obtain community input on potential candidates.

A percentage of these candidates then meet with the recruitment lieutenant, who has a more open-ended discussion with the applicant. If she is sufficiently satisfied with the individual’s potential, the next phase of the process begins. This is a background investigation conducted by a third-party contractor.

The background investigator works off the applicant’s Personal History Statement, which is 25 pages in length and requires an extensive amount of detailed personal information. Utilizing this information as a starting point, the investigator contacts family members, friends, employers, and other references to question them about the

³ The framework for this document is also established by POST, which requires it for officer eligibility.

applicant. The investigator also does research through publicly available records and social media accounts.⁴

We reviewed four recently completed packages to get a more detailed sense of the process. We found it to be both thorough and rigorous. In three of the examples that we looked at, issues from the candidate's past history emerged from the investigation and ultimately caused PAPD to withdraw its interest – either because of the significance of the problem itself, or because of a credibility concern relating to the applicant's failure to volunteer the information during earlier submissions.

As another part of the background screening phase, a PAPD applicant also submits to a polygraph examination that is conducted by a separate contractor. These exams cover a wide range of topics, many of which are duplicative of other investigatory categories but that provide some added assurances about the quality and completeness of information otherwise shared by the applicant. Recently, one prospective employee was close to receiving an offer when potential issues as to credibility emerged in his polygraph exam. Because the results were ambiguous, the Department sent him to a different provider to be re-tested; this too led to "inconclusive" outcomes as to credibility, and PAPD decided not to move forward with the candidate.

Assuming that the applicant's background is suitable, the candidate meets with the Chief of Police as a final precursor to receiving a provisional offer for employment. At that point, the applicant receives physical and psychological examinations that are conducted by certified outside contractors.⁵ And if those are passed, then the candidate is officially eligible to attend the six-month-long police training academy – which of

⁴ Importantly, this includes a focus on potentially problematic group affiliations. Recent national attention on the nexus between some peace officers and extremist groups (such as the Proud Boys) was both discouraging and reinforcing of the need to identify any such allegiances and the ideology that animates them.

⁵ The psychological test is obviously a key measure of suitability for handling the challenges of law enforcement as a profession. Again, this practice is standardized and driven by POST requirements. The evaluator summarizes the applicant's profile into one of five categories, ranging from "Well-Suited" to "Not Psychologically Suited." A large Bay Area agency recently generated media attention when it was learned that nearly fifty of its hires from recent years were accepted in spite of being categorized in the second lowest range – which is generally considered to be a failing outcome. PAPD provided assurances that it requires a definitive "passing" evaluation.

course imposes its own demands and may also be a place where applicants fall out of the hiring process.⁶

In short, the candidates who succeed have passed through a rigorous and multi-faceted screening.⁷ This is necessary and important. But it is also occurring in a unique environment, in which the number of interested applicants has dropped considerably relative to traditional metrics.

Again, this phenomenon is not at all unique to Palo Alto – which is another part of the problem. Intense competition among agencies for the limited pool of qualified applicants adds to the challenges that the Department’s recruitment team faces.⁸ They are challenged by a hiring context in which they are, effectively, not only “sellers” in a job market heavily tipped toward “buyers,” but operating in service of a profession that holds any potential new member to exacting, restrictive standards.

Issues and Analysis

We had repeated discussions with personnel and executives involved with PAPD’s recruiting and hiring efforts. We wanted to learn about how the agency is navigating the challenges of law enforcement’s contemporary hiring landscape, and we gained confidence that PAPD is maintaining appropriately high standards even as it works to accommodate significant competition and a smaller pool of interested candidates.

We also focused on topics that have particular resonance as expectations for policing continue to evolve. Prominent among these is diversity.

The ongoing reality is that people of color are underrepresented in law enforcement – while at the same time they are statistically overrepresented in categories such as stops

⁶ Like all agencies of its size, PAPD sends trainee officers to a POST-approved academy that is run by another (larger) entity. The most common site is the Santa Clara County Sheriff’s Academy, but the infrequency of new classes has caused PAPD to also utilize alternative locations in recent years.

⁷ This is also true for what are called “lateral” hires – officers who are fully credentialed and employed by another law enforcement agency. These candidates are attractive in the sense that they are experienced and ready to begin working right away (as opposed to going through the months of academy training). But they are still considered new employees who are subjected to the same requirements and background reviews before being offered a position.

⁸ One relevant area over which the Department itself has limited control is of course the compensation/benefits package to which its new employees are entitled. Our understanding is that the Department falls in the “middle range” among agencies in the vicinity.

and arrests.⁹ And a legacy of discrimination throughout the criminal justice system has strained relations between the police and minority groups in countless communities. While the roots of these dynamics are both complex and deep-seated, and the solutions are necessarily multi-faceted, the potential benefits of more diversity in policing have long been recognized as one element of necessary reform.

The goal of this initiative is not only to enhance credibility and relationships with marginalized groups, but also to improve police operations themselves by introducing a greater range of perspectives, life experiences, and cultural insights. Unfortunately, in Palo Alto as in many other locations, achieving these benefits through recruiting and hiring has proven to be much more of a challenge than identifying the possible value of doing so.

This is not for a lack of trying. It seemed clear to us that PAPD has prioritized appealing to officers of all races as well as to female candidates, and its staff has been persistent in the face of results that are often disappointing.¹⁰ Frustratingly, though, the very tensions that have heightened the need for diversity have been obstacles to attracting large numbers of applicants from underserved communities – thus perpetuating if not exacerbating the problem.

Still, PAPD believes it has made inroads in recent months when it comes to expanding the diversity of its workforce. The City's policies on demographic information-gathering about employees place some constraints on definitive knowledge. However, a look at the photographs on social media of the Department's newly hired officers suggests that representation of different groups is increasing to an encouraging extent.

Along these lines, we encourage the Department to continue considering innovative approaches to connecting with prospective candidates from different racial and ethnic backgrounds. The PAPD staff members with whom we spoke explained that many of their recent successes have arisen through personal outreach at the regular regional testing events that offer interested people the opportunity to clear the initial hurdles for

⁹ California's "Racial and Identify Profiling Act" has imposed new requirements on local law enforcement with regard to data collection and reporting as to the demographic of individuals who are stopped and/or arrested. 2022 was the first year of the obligation for agencies of PAPD's size. Ideally, the information gleaned from the annual totals will promote meaningful evaluation of enforcement practices, particularly regarding any disparities that may be reflected.

¹⁰ A PAPD supervisor described a recent initiative in which he sent out a series of emails to specific campus organizations throughout the region that focused on Black students. The hope was to solicit invitations to meet with interested members of these groups. However, the outreach was not only unsuccessful, but it also failed to produce a response of any kind.

application to any agency. This makes sense: even the most appealing recruiter welcomes the additional “head start” that comes from engaging with individuals who have self-selected law enforcement as a prospective career. But *proactivity* in attempting to elicit interest is also a strategy that we hope PAPD will continue pursuing – especially in terms of outreach to traditionally underrepresented factions.

More specifically, we urge the Department to build further relationships among church groups and a range of community-based organizations. These connections will ideally not only provide recruitment opportunities but also become a forum for targeted referrals that local leaders can help identify.

RECOMMENDATION 2

PAPD should remain committed to attracting potential applicants with varied life experience and backgrounds, and it should engage in proactive outreach efforts to introduce law enforcement as a viable career option for women, people of color, and other underrepresented segments of the community.

As for increasing the number of women officers in the agency, PAPD is tracking the resources and ideas being generated by the national “30 x 30” campaign, which is providing supports to help achieve the stated goal of having female candidates comprise 30% of the new recruiting classes for all local agencies by 2030. One agency with whom we have recently worked is actively engaged in addressing these issues – and has contemplated creative ways to overcome the barriers that have historically limited the participation of women in the profession. One of the concepts is a “job share” that would provide greater flexibility for officers who struggle to balance family commitments with the demands of full-time work. While there are undoubtedly practical obstacles to such arrangements, the idea that organizations would entertain new types of accommodation is, in our view, an appropriately progressive evolution – one that benefits employees but that also reckons constructively with the hiring and retention challenges that law enforcement faces.

RECOMMENDATION 3

PAPD should explore new, potentially viable ways of making the profession attractive to individuals across a range of family and lifestyle contexts, particularly if they can enhance the retention of female officers.

Finally, we also take note of PAPD's resourcefulness in preserving relationships with applicants during the sometimes-frustrating wait times between hiring offers and the next available training academy class. The Department has taken to employing some interested individuals in civilian assignments on a temporary basis. This provides some financial leeway that can help promising candidates weather any delays – and obviously offers the additional benefits of relationship-building and promoting familiarity with the agency and its operations.

We can appreciate the wisdom of this approach, and would encourage PAPD to look for ways to enhance it in the future. In particular, we advocate the sponsoring of community-based service opportunities for at least part of that interim period. Such a model would increase the recruits' knowledge of the city, its neighborhoods, and the organizations that are providing needed supports to disadvantaged community members.

We are aware of one agency that dedicates the first full week of "field training" for newly graduated officers to the task of providing such exposure in an organized context, and prior to their initial forays into patrol. This strikes us as an impressive investment – and one that should pay dividends in the form of the new officers' heightened understanding of and connections to the public they are entrusted to serve. To the extent that Palo Alto's current strategy for employing their pending candidates lends itself to modification, we hope that this additional goal will get consideration.

RECOMMENDATION 4

PAPD should consider adapting its current practice of finding temporary civilian assignments for new hires by incorporating elements of community service where practicable.

Conclusion

The profession of law enforcement is evolving on many fronts, including shifts in public perception, greater accountability, and new thoughts about the best roles for the police in contemporary society. As we discuss above, this has posed short-run challenges for police agencies in adapting to new expectations – including if not especially in the arena of recruiting and hiring qualified personnel. A smaller pool of applicants is gravitating toward the profession than at any time in recent memory, yet the need for talented, dedicated personnel is even more acute.

There are no simple solutions to this paradigm. As different jurisdictions navigate it – and do so in competition with each other – each contends with its own budgetary, cultural, and organizational constraints. Accordingly, success requires new levels of resourcefulness and flexibility. And police agencies must prioritize this aspect of their operations.

The Palo Alto Police Department is approaching this reality in constructive, effective ways. It has assigned energetic individuals to the task, with positive recent results that are all the more impressive in the current climate. PAPD has made efforts to maximize its appeal and attract worthy candidates, and it has done so without lowering standards or ignoring its own well-founded requirements. We encourage the Department to continue its good work in this important aspect of its operations, and hope that the additional suggestions we offer here will enhance a praiseworthy approach.



DATE: FEBRUARY 14, 2023

TO: HONORABLE CITY COUNCIL

FROM: POLICE CHIEF ANDREW BINDER

SUBJECT: POLICE DEPARTMENT RESPONSE TO IPA RECOMMENDATIONS

RECOMMENDATION 1: PAPD should consider revising its interviewing process – without sacrificing its need to remain nimble – to obtain community input on potential candidates.

The Department agrees with this recommendation and will consider opportunities for inclusion of community stakeholder input on potential candidates during the hiring process.

RECOMMENDATION 2: PAPD should remain committed to attracting potential applicants with varied experience and backgrounds, and it should engage in proactive outreach efforts to introduce law enforcement as a viable career option for women, people of color, and other underrepresented segments of the community.

The Department agrees with this recommendation and will continue broaden recruiting outreach efforts.

On December 5, 2022, the City of Palo Alto Council approved the police department’s request to allocate \$90,000.00 Salary and Benefits and \$20,000.00 Recruiting from COPS (State of California Citizen Options for Public Safety) grants funds directed towards recruiting efforts.

The following excerpt is from the staff report:

Supplemental Recruiting Activities for Front Line Officers (\$90,000 Salary and Benefits and \$20,000 Recruiting) – Palo Alto does not traditionally budget for recruiting activities. The activity is funded by other means such as salary savings, Budget Stabilization Reserve or, in this case, from the COPS funding. The team responsible for recruiting front line police officers is not funded in the budget. Regular FTE staff will attend recruiting events on overtime. This will also fund the travel and lodging required to attend recruiting events to attract and hire front-line law enforcement staff.

RECOMMENDATION 3: PAPD should explore new, potentially viable ways of making the profession attractive to individuals across a range of family and lifestyle contexts, particularly if they can enhance the retention of female officers.

The Department agrees with this recommendation and will explore viable ways to make the profession more attractive.

RECOMMENATION 4: PAPD should consider adapting is current practice of finding temporary civilian assignments for new hires by incorporating elements of community service where practicable.

The Department agrees with this recommendation.



CITY OF
**PALO
ALTO**

CITY COUNCIL STAFF REPORT

From: City Manager

Report Type: Action

Lead Department: Administrative Services

Meeting Date: May 8, 2023

Report #: 2212-0520

TITLE

Investment Activity Report for the Third Quarter, Fiscal Year 2023

RECOMMENDATION

This is an informational report and no City Council action is required.

EXECUTIVE SUMMARY

The City's Investment Policy¹ (Policy) requires that staff report to Council quarterly on the City's portfolio composition and performance compared to the Council-adopted Policy; discuss overall compliance with the City's Investment Policy; and provide recommendations, if any, for Policy changes. In addition, staff provides a detailed list of all securities and reports on the City's ability to meet expenditure requirements over the next six months. This report is to inform Council of the City's investment portfolio performance as of the third quarter ending March 31, 2023 and to disclose staff's cash flow projections for the next six months. The portfolio details, activities, and performance are discussed below, and additional information is provided in the attachments.

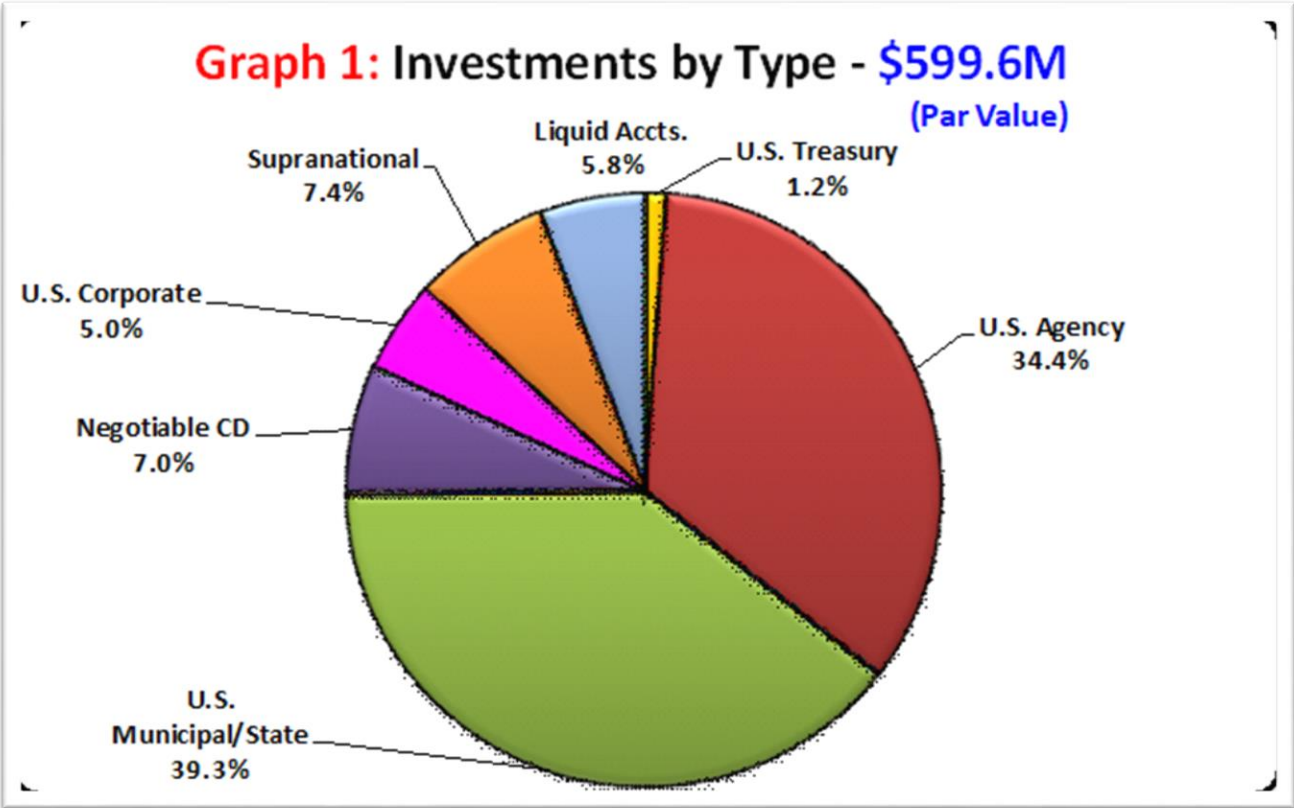
During the third quarter staff complied with all aspects of the Investment Policy. Staff expect that the City will have sufficient funds or liquidity to meet expenditure requirements for the next six months.

Given the recent news in the banking industry, the Analysis section of this report includes information regarding the City's banking relationships for its cash balances.

¹ City of Palo Alto website, Administrative Services Department, Money Management & Treasury:
<https://www.cityofpaloalto.org/files/assets/public/administrative-services/investment-policies/adopted-investment-policy-2022-23.pdf>

ANALYSIS

The City’s investment portfolio is summarized in Graph 1 and detailed in the Investments by Fund Report (Attachment B). The Investments by Fund Report groups the portfolio’s securities by investment type and includes details of the investment issuer, date of maturity, current market value, the book and face (par) value, and the weighted average maturity of each type of investment and of the entire portfolio.



Due to rounding, the above graph's percentage total is greater than 100 percent.

The par value of the City’s portfolio is \$599.6 million; in comparison, last quarter it was \$579.3 million. The \$20.2 million portfolio growth since the last quarter results from timing of cash flows from the prepayment of the City’s Fiscal Year 2023 Unfunded Accrued Liability (UAL) pension cost for active employees to the Public Employers’ Retirement System (PERS) totaling \$43.1 million and additional major revenue receipt due to seasonality timing. By prepaying PERS instead of making payments with each payroll period, the City expects savings of \$1.5 million in PERS payments; however, this savings will be partially offset by the loss of approximately \$333 thousand in interest income in the City’s portfolio. The net citywide savings of prepaying the UAL cost is \$1.2 million. The saving is a consequence of PERS’ ability to earn interest earlier and at a higher rate than the City’s portfolio could realize. Without this prepayment, an additional \$12 million in UAL payment would have been made in the second

quarter; this payment was made in first quarter’s prepayment. As far as additional major revenue receipt due to seasonality timing, property taxes and related receipts don’t begin until the second and third quarters and major revenues such as sales, transient occupancy and utility user’s taxes are historically higher in the third quarter. For example, second quarter property related (taxes and assessments) receipts were \$19.8 million.

The portfolio consists of \$34.5 million in liquid accounts and \$565.1 million in various investment types as detailed in the following Table 1. The Investment Policy requires that at least \$50 million be maintained in securities maturing in less than two years. The portfolio includes \$96.4 million in investments maturing in less than two years, comprising 16.1% of the City’s investment portfolio. In addition, the Investment Policy allows up to 30% of the portfolio to be invested in securities with maturities beyond five years; actual at the end of the second quarter is 29.6% of the portfolio.

Investment Type	FY 2023 Q3 Maturities - Par Value (millions)						Portfolio Total *	% of Portfolio
	Up to 1 Year	1 to 2 Years	2 to 3 Years	3 to 5 Years	Over 5 Years			
U.S. Treasury	\$ -	\$ 2.5	\$ 3.0	\$ 1.5	\$ -	\$ 7.0	1.2%	
U.S. Agency Bonds	19.4	10.4	64.6	19.6	92.3	206.3	34.4%	
U.S. Municipal/ State Bonds	12.4	21.5	28.6	90.6	82.4	235.5	39.3%	
Negotiable Certificates of Deposits (NCD)	9.9	11.9	6.9	10.5	2.7	41.9	7.0%	
U.S. Corporate Bonds	3.4	3.0	14.0	9.5	-	29.9	5.0%	
Supranational Organizations Bonds	1.0	1.0	26.5	16.0	-	44.5	7.4%	
Liquid Accounts (LAIF & Fidelity)	34.5	-	-	-	-	34.5	5.8%	
Grand Total	\$ 80.6	\$ 50.3	\$ 143.6	\$ 147.7	\$ 177.4	\$ 599.6	100%	
% of Portfolio	13.4%	8.4%	23.9%	24.6%	29.6%	100.0%		

* \$98.2 million or 16.4% are in investments that support Environmental, Social, and Governance (ESG) Activities (aka "Green", local banks, and Supranational Bonds)

The current market value of the portfolio is 89.6% of the book value. The market value of securities fluctuates, depending on how interest rates perform. When interest rates decrease, the market value of the securities in the City’s portfolio will likely increase; likewise, when interest rates increase, the market value of the securities will likely decrease. Understanding and showing market values is not only a reporting requirement, but essential to knowing the principal risks in actively buying and selling securities. It is important to note, however, that the City’s practice is to buy and hold investments until they mature so changes in market price do not affect the City’s investment principal. As a result, there is no risk of principal loss due to the declining market value. The market valuation is provided by U.S. Bank, which is the City’s safekeeping agent. The average life to maturity of the investment portfolio is 3.80 years compared to 3.87 years last quarter.

The Investment Policy states “Should the ratio of the market value of the portfolio to the book value of the portfolio fall below 95%, the Administrative Services Department will report this fact to the City Council within a reasonable time frame and evaluate whether there is any risk of holding any of the securities to maturity.” In the prior three quarters the market value fell below 95%; it was 93.5% in the fourth quarter of fiscal year 2022 (CMR 13998²), 89.7% in the first quarter of fiscal year 2023 (CMR 14001³), and 90.7% in the second quarter of fiscal year 2023 (CMR 2301-0865⁴). The market rate decreased an additional one percentage points _ this third quarter to 89.6% of book value. Though the total portfolio’s market value is below book value, \$61.8 million in par value of securities are at or above market value. Interest rates on new investments have begun to decrease so the market value of the portfolio is expected to increase in the coming quarters. To minimize risk of loss for investment principal due to lower market values, the City’s investment practice is to buy and hold investments to maturity.

Investments Made During the Third Quarter

During the third quarter, \$27.0 million of securities with an average yield of 2.5% matured. During the same period, per the following Table 2, securities totaling \$43.5 million with an average yield of 4.7% were purchased. As expected, as interest rates rose on new investments, the City’s portfolio’s average yield has begun to gradually rise. In the prior two fiscal years or during the height of the COVID-19 economic closures, the portfolio’s interest rate had steadily declined. The City’s short-term money market and pool account increased by \$3.7 million compared to the second quarter of Fiscal Year 2022. Staff continually monitors the City’s short-term cash flow needs and adjusts liquid funds to meet them.

² City Council, August 8, 2022 Item #9, CMR 13998: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/city-council-agendas-minutes/2022/20220808/20220808pccsm-amended-rev-final1.pdf#page=134>

³ City Council, November 7, 2022 Item #13, CMR 14001: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/city-council-agendas-minutes/2022/20221107/20221107pccsm-amended-linked-g.a-2.pdf#page=188>

Table 2:

Investment Type	FY 2023 Q3 Security Purchases - Par Value (millions)						
	Up to 1 Year	1 to 2 Years	2 to 3 Years	3 to 5 Years	Over 5 Years	Portfolio Total *	% of Purchase
U.S. Treasury	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
U.S. Agency Bonds	6.2	-	-	1.5	3.0	10.7	24.6%
U.S. Municipal/ State Bonds	-	0.3	2.2	11.3	4.6	18.4	42.3%
Negotiable Certificates of Deposits (NCD)	2.5	3.5	1.2	2.7	0.2	10.1	23.2%
U.S. Corporate Bonds	-	-	-	2.8	-	2.8	6.4%
Supranational Organizations Bonds	-	-	-	1.5	-	1.5	3.4%
Grand Total	\$ 8.7	\$ 3.8	\$ 3.5	\$ 19.8	\$ 7.8	\$ 43.5	100%
% of Purchase	20.0%	8.7%	8.0%	45.5%	17.9%	100.1%	

* \$12.4 million or 28.5% are in investments that support Environmental, Social, and Governance (ESG) Activities (aka "Green", local banks, and Supranational Bonds)

Availability of Funds for the Next Six Months

Normally, the flow of revenues from the City’s utility billings and General Fund sources is enough to provide funds for ongoing expenditures in those respective funds. Projections indicate that for the City’s cashflow, an overall decline in the portfolio of \$32.7 million is expected over the coming six months due to routine business activities. This reflects expected receipts of \$334.2 million and expenditures of \$366.9 million over the next six months.

The expected decline in the portfolio is attributable to pre-paying a portion of the Fiscal Year 2024 Public Employers’ Retirement System’s (PERS) employer contribution of \$41.6 million, representing the City’s unfunded accrued liability (UAL) lump-sum prepayment for FY 2024. By prepaying PERS instead of making payments with each payroll period, the City is expected to save \$1.4 million in pension expense; the savings will be offset by the loss of approximately \$0.8 million in interest income in the City’s investment portfolio. This results in net citywide savings of \$0.6 million because PERS has the ability to earn interest earlier and at a higher rate than the City could realize.

As of March 31, 2023, the City had \$34.4 million deposited in the Local Agency Investment Fund (LAIF) and a money market account that could be withdrawn on a daily basis. In addition, investments totaling \$36.3 million will mature between April 1, 2023 and September 30, 2023. Also, the City will soon receive \$24 million in damages awarded through a lawsuit that established that the Bureau of Reclamation overcharged the City for hydroelectric power for 28 years. The U.S. Court of Appeals ordered the federal government to issue refunds to power purchasers to compensate for the overcharges. Based on the above, staff expect that the City will have sufficient funds or liquidity to meet expenditure requirements for the next six months.

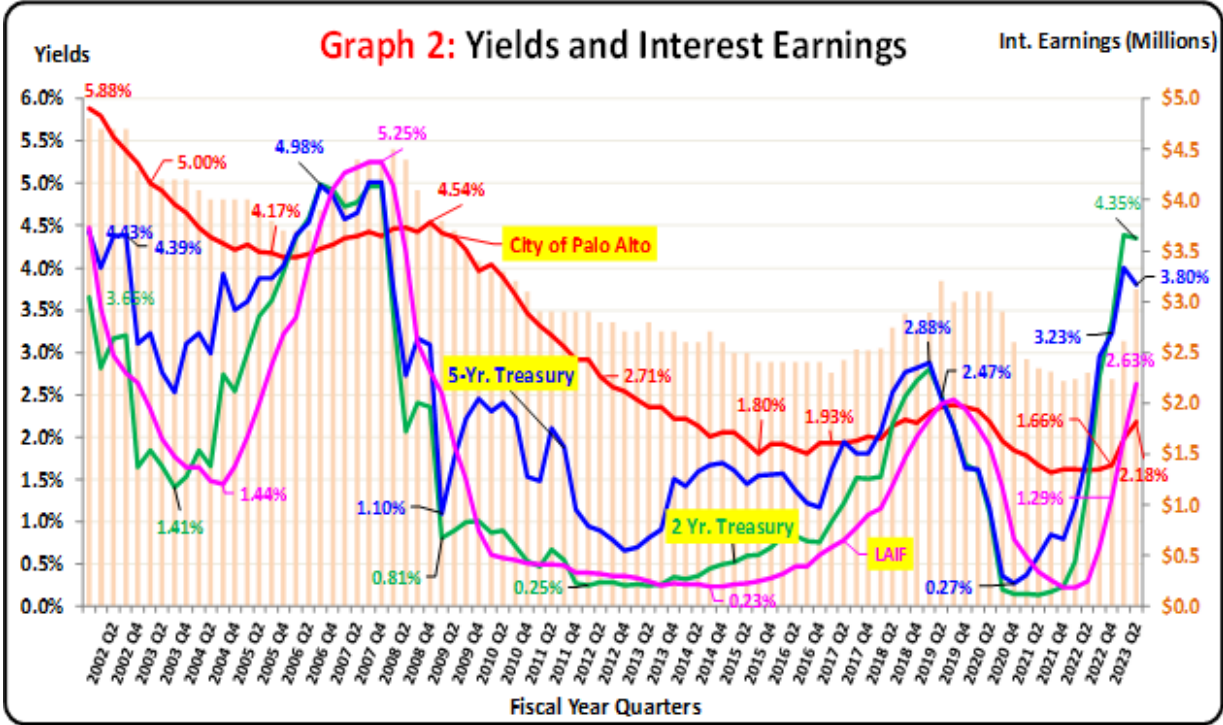
Compliance with City Investment Policy

During the third quarter, staff complied with all aspects of the Investment Policy. Attachment C lists the major restrictions in the City’s Investment Policy compared with the portfolio’s actual performance.

Investment Yields

Interest income on an accrual basis for the third quarter was \$3.1 million; \$0.5 million higher than the prior quarter due to new higher yielding investments in the portfolio. As of March 31, 2023, the yield to maturity of the City’s portfolio was 2.18%; in the prior quarter it was 1.97%. In the third quarter, LAIF’s average yield was 2.63% while the average yield on the two-year and five-year Treasury bonds was approximately 4.35% and 3.80%, respectively. In comparison, in the prior quarter LAIF had 1.98% yield and the two-year and five-year Treasury bonds yields were higher at 4.39% and 4.0%.

Historically, the City’s portfolio yield has outperformed the two-year and five-year Treasury bond rates and did so again several years ago; this is an expected occurrence during economic downturns. However, during economic recovery periods, interest rates rise, and the City’s portfolio yield is expected to be lower, which is the current financial environment. As the City’s laddered portfolio investments mature in the next year or two, funds will continue to be reinvested and trends will follow the economic patterns. Graph 2 shows the City’s yields and interest earnings for the past 21 years.



City’s portfolio duration is 3.80 years.

Yield Trends

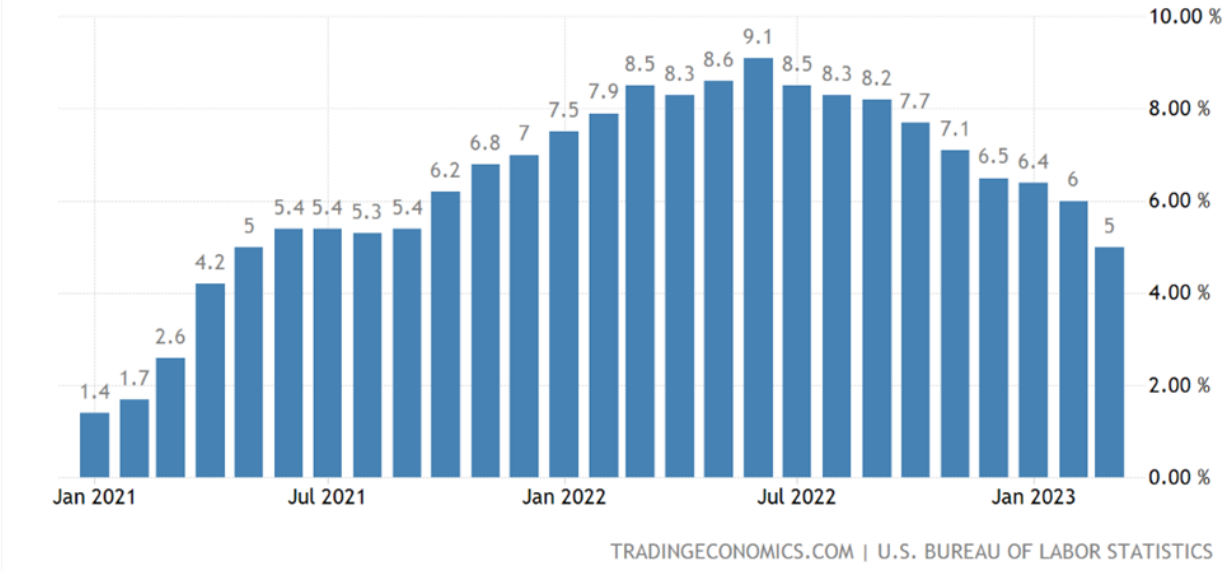
The Federal Open Market Committee (FOMC), since March 2020, has raised the federal funds rate nine times totaling 4.75% with the first occurring on March 16, 2022. Prior to this the rate was near zero. To mitigate the persistent elevated inflation rate from the peak of 9.1% in June to a low 5% in April 2023 with a 2% target. The primary cause of declining inflation rate is falling energy and transportation prices.

The expectation is FOMC will continue to do additional federal funds rate interest rate increases in 2023 but at a slower pace. This is due to the inflation rate failing to come down as quickly as the FOMC had hoped in the past few quarters. While the FOMC states “The U.S. banking system is sound and resilient,” they are mindful that rising borrowing costs will elevate stress to the banking system. Consistent with the prior four quarters, job growth remains “robust” and unemployment rate remains low, however, FOMC’s are firmly focused on bringing down inflation.

The following tables show the U.S. inflation and unemployment rates and the U.S. Gross Domestic Product (GDP) past and recent trends.

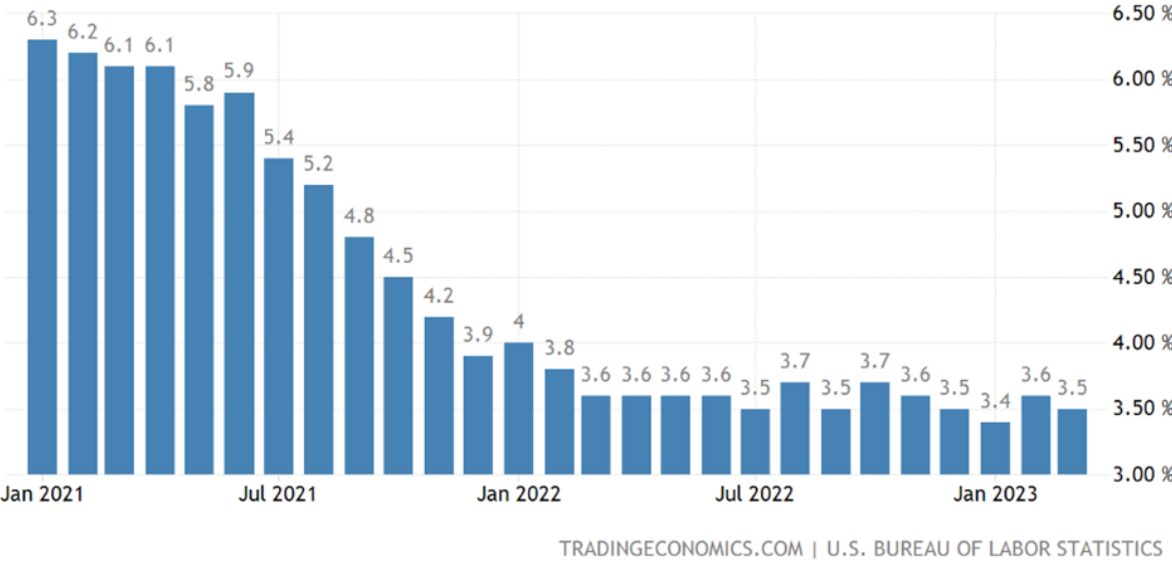
Graph 3: U.S. Inflation Rate

The annual inflation rate in the U.S. slowed for the ninth consecutive period to 5% in March 2023, the lowest since May 2021 which is below market forecasts. Food prices grew at a slower rate and energy cost fell while prices for used cars and trucks declined.



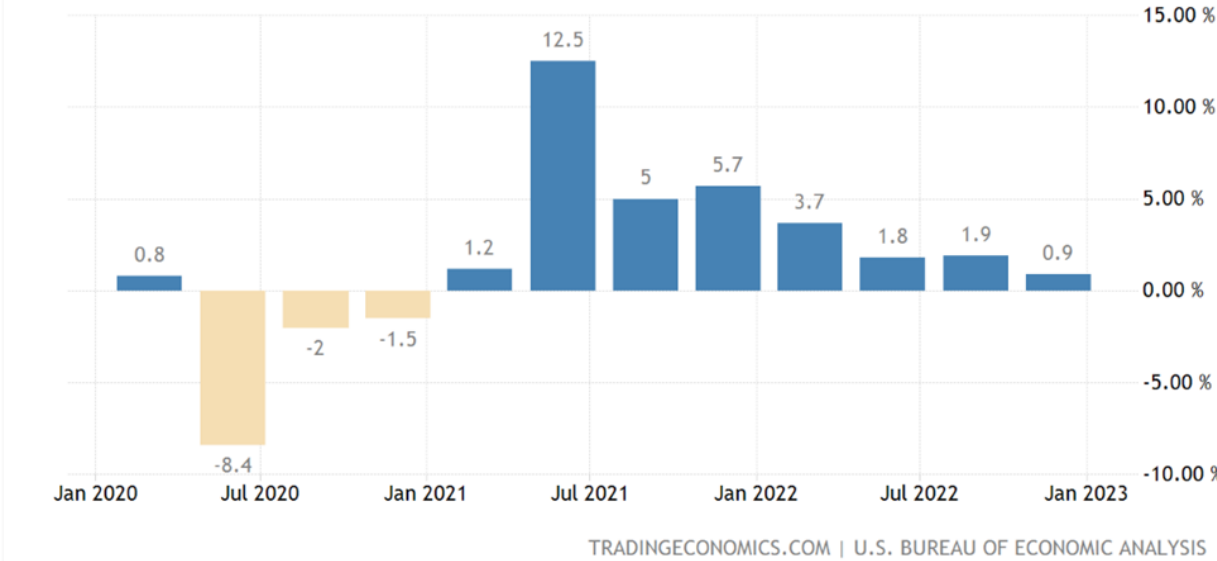
Graph 4: U.S. Unemployment Rate

The unemployment rate in the U.S. edged down to 3.5% in March 2023 which is slightly below expectation.



Graph 5: U.S. Gross Domestic Product (GDP)

The Gross Domestic Product (GDP) in the United States expanded 0.90% in the fourth (calendar) quarter of 2022 over the same quarter of the previous year.



Attachment A is a consolidated report of all City investment funds, including those not held directly in the investment portfolio. These include cash in the City’s regular bank account with US Bank and Wells Fargo. A description of the City’s banking relationships can be found in City

Council Staff Report ID # 7858⁴ and ID # 11402⁵. The bond proceeds, reserves, and debt service payments being held by the City's fiscal agents are subject to the requirements of the underlying debt indenture. The trustees for the bond funds are U.S. Bank and California Asset Management Program (CAMP). Bond funds with U.S. Bank are invested in federal agency and money market mutual funds that consist exclusively of U.S. Treasury securities. Bond funds in CAMP are invested in banker's acceptance notes, certificates of deposit, commercial paper, federal agency securities, and repurchase agreements. The most recent data on funds held by the fiscal agent is as of March 31, 2023.

In January 2017, the City established a Section 115 Irrevocable Trust (Public Agencies Post-Employment Benefits Trust) administered by Public Agency Retirement Services (PARS). This fund is not governed by the City's Investment Policy; however, it is discussed in this report to present the full picture of the City's investments. It is the City's intent to prefund pension costs and began to address the Net Pension Liabilities (NPL) as calculated by Governmental Accounting Standards Board Pronouncement No. 68 (GASB 68). The Section 115 Trust offered by PARS has five portfolios from which to choose in making investments of City funds. The City has selected the "Moderately Conservative" portfolio which is the second most conservative. Additional information on this trust can be found in City Council [Staff Report ID # 7553](#)⁶. Through March 31, 2023, principal investment contributions of \$45.3 million made over time since May 2017, has slightly increased to \$47.5 million or by \$2.2 million and the net return for one and five years has been -3.8% and 3.2% respectively. Since inception, \$2.6 million net earnings have been realized with \$0.4 million in administrative expenses.

City's Banking Relationships

Cash in bank balances (U.S. Bank and Wells Fargo) are maintained with a \$3-5 million balance range to cover recurring activity (A/P, payroll, investment purchases, etc.). These cash accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 each; balances beyond the FDIC insured amounts are collateralized under California law. California law requires banks to deposit securities as collateral with the State Treasurer valued at 110% of the amount beyond the FDIC insurance for public deposits. Both U.S. Bank and Wells Fargo meet these

⁴ City Council, April 11, 2017, under "Additional Information":

<https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2017/7858.pdf>

⁵ City Council, September 21, 2020 Item #2:

<https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2020-2/id-11402.pdf>

⁶ City Council, January 23, 2017 Item #5:

<https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2017/7553.pdf>

requirements. LAIF, a State of California run program, and Fidelity’s Money Market Treasury Portfolio mutual fund (triple A rated). Each of the City’s investments in negotiable certificate of deposits (NCD) are under \$250,000, therefore are fully FDIC or the credit union bank equivalent insured.

FISCAL/RESOURCE IMPACT

This is an information report.

STAKEHOLDER ENGAGEMENT

Staff works internally and with external parties (U.S. Bank’s custodial, U.S. Bank’s bonds, Wells Fargo and U.S. Bank’s banking, California Asset Management Program (CAMP), and Public Agency Retirement Services (PARS)) statements to prepare this report.

ENVIRONMENTAL REVIEW

This Council informational report 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

ATTACHMENTS

- Attachment A: Consolidated Report of Cash Management
- Attachment B: Investment Portfolio
- Attachment C: Investment Policy Compliance

APPROVED BY:

Kiely Nose, Assistant City Manager

Consolidated Report of Cash Management
City of Palo Alto Cash and Investments
Third Quarter, Fiscal Year 2022-23
(Unaudited)

	<u>Book Value</u>	<u>Market Value</u>
<u>City Investment Portfolio</u> (see Attachment B)	\$ 597,235,589	\$ 535,130,982
<u>Other Funds Held by the City</u>		
Cash with Wells Fargo Bank (includes general and imprest accounts)	594,155	594,155
Cash with US Bank	1,460,024	1,460,024
Investment Custodial Cash with US Bank	1,014	1,014
Total - Other Funds Held By City	<u>2,055,194</u>	<u>2,055,194</u>
<u>Funds Under Management of Third Party Trustees *</u>		
<u>Debt Service Proceeds</u>		
<u>US Bank Trust Services **</u>		
1999 Utility Revenue Bonds Debt Service Fund	50	50
2009 Water Revenue Bonds (Build America Bonds) Debt Service and Reserve Funds	2,476,962	2,476,962
2010 & 2013 General Obligation (Library) Bond Debt Service and Escrow Funds	2,859,483	2,859,483
2011 Utility Revenue Refunding Bonds Debt Service and Reserve Funds	721,152	721,152
2013 General Obligation (Library) Bond Escrow Funds	2,427,926	2,427,926
2018 Capital Improvement (Golf Course & 2002B COP Refinance) (Taxable- Green Bond) Certificates of Participation Debt Service and Cost of Issuance Funds	321	321
2019 California Avenue Parking Garage Certificates of Participation (Tax-Exempt and Taxable Bonds) Construction and Cost of Issuance Funds	1,349	1,349
2021 Public Safety Building Certificates of Participation Construction Debt Svc, Capitalized Interest, and Cost of Issuar	19,067,214	19,067,214
2022A & B General Obligation (Library) Bond Cost of Issuance Funds	4,344	4,344
<u>California Asset Management Program (CAMP) ***</u>		
2012 University Ave. Parking Refunding Bonds Reserve Fund	2,785,309	2,785,309
2013 General Obligation (Library) Bond Reserve Fund	257,822	257,822
<u>Public Agencies Post-Employment Benefits Trust ****</u>		
Public Agency Retirement Services (PARS)	47,511,163	47,511,163
Total Under Trustee Management	<u>78,113,095</u>	<u>78,113,095</u>
GRAND TOTAL	<u>\$ 677,403,877</u>	<u>\$ 615,299,271</u>

* These funds are subject to the requirements of the underlying debt indenture.

** U.S. Bank investments are in money market mutual funds that exclusively invest in U.S. Treasury securities.

*** CAMP investments are in money market mutual fund which invest in bankers acceptance, certificate of deposit, commercial paper, federal agency securities, and repurchase agreements.

**** PARS investments are in moderately conservative index plus funds



City of Palo Alto Fund ALL - Portfolio Listings Investments by Fund March 31, 2023

City of Palo Alto
 Administration Svcs. Dept.
 250 Hamilton Ave., 4th Floor
 Palo Alto, CA 94301
 (650)329-2362

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Maturity Days To Date
LAIF & Fidelity Cash Accounts											
SYS158	158	Fidelity Investments	07/01/2020	17,054,124.12	17,054,124.12	17,054,124.12	4.470	4.408	4.470		1
SYS159	159	Local Agency Investment Fund	07/01/2020	17,442,312.02	17,442,312.02	172,070.21	2.870	2.830	2.870		1
Subtotal and Average				34,496,436.14	34,496,436.14	17,226,194.33		3.611	3.661		1
Negotiable Certificates of Deposits											
00453NAA9	2831 NCD	Achieve Federal Credit Union	02/17/2023	249,000.00	249,000.00	247,291.86	4.650	4.589	4.653	02/17/2026	1,053
00833AAB6	2773 NCD	Affinity Plus Fed Credit Union	12/27/2022	249,000.00	249,000.00	248,910.36	5.100	5.029	5.099	12/27/2023	270
011852AK6	2850 NCD	Alaska USA Federal CU	03/22/2023	249,000.00	249,000.00	249,024.90	4.850	4.789	4.855	03/22/2028	1,817
01882MAB8	2781 NCD	Alliant Credit Union	12/30/2022	249,000.00	249,000.00	249,908.85	4.950	4.884	4.952	12/30/2027	1,734
02082CBG4	1525 NCD	Alpine Bank	02/16/2016	245,000.00	245,000.00	242,594.10	2.400	2.367	2.400	08/16/2023	137
034577AN6	2298 NCD	Aneca Federal Credit Union	03/20/2020	249,000.00	249,000.00	230,999.79	1.100	1.085	1.100	03/20/2025	719
00224TAL0	2806 NCD	A+ Federal Credit Union	01/27/2023	249,000.00	249,000.00	247,794.84	4.700	4.641	4.705	01/27/2025	667
04288LAA6	2801 NCD	Arsenal Credit Union	01/20/2023	249,000.00	249,000.00	249,301.29	5.100	5.030	5.100	01/21/2025	661
029733BX9	1805 NCD	American State Bank OSCE	05/30/2017	245,000.00	245,000.00	237,292.30	2.300	2.270	2.301	05/30/2024	425
052392CC9	2732 NCD	Austin Telco Fed. Credit Union	11/28/2022	249,000.00	249,000.00	250,155.36	5.050	4.984	5.053	11/27/2026	1,336
02589AEG3	2729 NCD	American Express Centurion Bk	11/16/2022	249,000.00	249,000.00	250,289.82	5.000	4.931	5.000	11/16/2027	1,690
06654HAA6	2453 NCD	Banner Capital Bank	11/27/2020	248,668.82	249,000.00	221,306.22	0.450	0.493	0.500	11/28/2025	972
065847EH4	2455 NCD	Bank of Wisconsin Dells	11/23/2020	251,858.31	249,000.00	227,775.24	1.050	0.542	0.549	07/28/2025	849
07181JAU8	2730 NCD	Baxter Credit Union	11/22/2022	249,000.00	249,000.00	249,737.04	5.000	4.940	5.009	11/23/2026	1,332
07371AYT4	2668 NCD	Beal Bank - Plano, TX	03/02/2022	248,707.56	249,000.00	223,855.98	2.050	2.053	2.081	02/24/2027	1,425
88241THJ2	2346 NCD	Texas Exchange Bank	06/02/2020	249,000.00	249,000.00	228,589.47	1.000	0.986	1.000	06/13/2025	804
156634AY3	2074 NCD	Century Next Bank	08/30/2019	245,000.00	245,000.00	233,825.55	1.700	1.678	1.701	08/30/2024	517
066519QC6	2474 NCD	BankUnited NA	01/22/2021	248,649.89	249,000.00	220,663.80	0.550	0.592	0.600	01/22/2026	1,027
09549TAB1	2755 NCD	Blue Foundry Bank	12/19/2022	249,000.00	249,000.00	248,026.41	4.700	4.633	4.697	03/19/2024	353
05600XBX7	2480 NCD	BMO Harris Bank	01/27/2021	248,552.15	249,000.00	202,456.92	1.000	1.019	1.034	10/27/2028	2,036
05580AXU3	2448 NCD	BMW Bank of North America	11/20/2020	249,000.00	249,000.00	222,083.10	0.500	0.493	0.500	11/20/2025	964
07371CH69	2669 NCD	Beal Bank USA - Las Vegas, NV	03/02/2022	248,707.56	249,000.00	223,855.98	2.050	2.053	2.081	02/24/2027	1,425
17312QJ67	1950 NCD	Citigroup	04/24/2018	245,000.00	245,000.00	244,681.50	3.000			04/22/2023	21
130162AN0	2772 NCD	California Credit Union	12/27/2022	249,000.00	249,000.00	248,609.07	5.000	4.931	5.000	12/27/2023	270
29260MBH7	2343 NCD	Encore Bank	05/21/2020	249,000.00	249,000.00	214,003.05	1.150	1.134	1.150	05/21/2027	1,511
31944MBB0	2389 NCD	First Carolina Bank	08/20/2020	248,000.00	248,000.00	223,006.56	0.450	0.444	0.450	08/20/2025	872
15118RRH2	2063 NCD	Celtic Bank	08/30/2019	245,000.00	245,000.00	234,325.35	1.850	1.826	1.852	08/30/2024	517
15523RCP9	2324 NCD	Central State Bank IOWA	03/27/2020	248,010.00	249,000.00	230,374.80	1.000	1.189	1.206	03/27/2025	726

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Negotiable Certificates of Deposits											
17783PAH4	2785 NCD	City Federal Credit Union	01/18/2023	249,000.00	249,000.00	248,531.88	4.900	4.834	4.901	01/18/2024	292
17248MAC1	2504 NCD	Cinfed Fed Credit Union Bank	03/04/2021	248,511.43	249,000.00	211,132.08	0.650	0.691	0.701	03/04/2027	1,433
17286TAG0	2267 NCD	Citadel Federal Credit Union	02/27/2020	244,812.80	245,000.00	230,243.65	1.650	1.668	1.691	02/27/2025	698
200339FB0	2856 NCD	Comerica Bank Texas	03/30/2023	249,000.00	249,000.00	249,786.84	5.250	5.179	5.251	09/30/2024	548
29278TMR8	2215 NCD	Enerbank USA	01/29/2020	245,000.00	245,000.00	231,409.85	1.800	1.779	1.803	01/29/2025	669
20825WAR1	2643 NCD	Connexus Credit Union	12/23/2021	248,628.55	249,000.00	217,972.11	1.250	1.273	1.291	12/23/2026	1,362
14042TCP0	2089 NCD	Capital One Bank USA NA	09/05/2019	245,000.00	245,000.00	234,445.40	1.900	1.873	1.900	09/05/2024	523
14042RQB0	2609 NCD	Capital One Bank USA NA	11/17/2021	249,000.00	249,000.00	217,792.83	1.100	1.084	1.100	11/17/2026	1,326
20416TAW2	2756 NCD	Communitywide Fed. Cr. Union	12/21/2022	249,000.00	249,000.00	248,783.37	5.000	4.935	5.004	06/21/2024	447
21686QAE9	2834 NCD	Cooper Choice Network CU	02/23/2023	249,000.00	249,000.00	248,945.22	5.100	5.029	5.099	02/23/2024	328
22258JAB7	2695 NCD	County Schools FCU	09/30/2022	249,000.00	249,000.00	244,166.91	4.400	4.341	4.402	09/27/2027	1,640
225645DN7	2296 NCD	Crescent Bank & Trust	03/20/2020	248,000.00	248,000.00	230,072.08	1.100	1.085	1.100	03/20/2025	719
15568PAK2	2862 NCD	Cental Valley Community Bank	03/31/2023	249,000.00	249,000.00	249,468.12	5.300	5.231	5.304	03/31/2027	1,460
222327AD0	2477 NCD	Country Club Bank	01/29/2021	247,865.98	249,000.00	194,802.66	1.100	1.154	1.170	01/29/2030	2,495
178180GV1	2809 NCD	City National Bank	01/25/2023	249,000.00	249,000.00	246,930.81	4.500	4.438	4.500	01/27/2025	667
243594AR9	2690 NCD	Decorah Bank Trust Company	09/23/2022	249,000.00	249,000.00	237,162.54	3.700	3.651	3.701	09/23/2027	1,636
24773RCR4	2670 NCD	Delta Natl Bank & TR	03/09/2022	249,000.00	249,000.00	223,402.80	2.000	1.975	2.003	02/25/2027	1,426
254673VJ2	1956 NCD	Discover Bank / Delaware	10/24/2018	245,000.00	245,000.00	242,677.40	3.350	3.304	3.350	10/24/2023	206
88340AAA9	2778 NCD	The District Fed Cr Union	12/22/2022	249,000.00	249,000.00	249,089.64	5.150	5.079	5.150	12/23/2024	632
26948GAF1	2770 NCD	Eagle Cmty Credit Union	12/23/2022	249,000.00	249,000.00	248,728.59	5.000	4.932	5.000	12/26/2023	269
27004PBV4	2545 NCD	Eaglemark Savings Bank	07/07/2021	248,349.27	249,000.00	218,816.22	0.850	0.919	0.932	07/07/2026	1,193
27002YEL6	2040 NCD	Eagle Bank	04/30/2019	245,000.00	245,000.00	244,573.70	2.650	2.615	2.651	04/28/2023	27
308682BM4	2486 NCD	Farmers & Merchant State Bank	02/12/2021	248,269.19	249,000.00	200,171.10	1.000	1.037	1.052	02/12/2029	2,144
33847E4E4	2414 NCD	Flagstar Bank FSB	09/30/2020	249,000.00	249,000.00	232,456.44	0.400	0.394	0.400	09/30/2024	548
73319FAF6	2285 NCD	Poppy Bank	03/18/2020	249,000.00	249,000.00	231,044.61	1.100	1.085	1.100	03/18/2025	717
32018YAW8	1626 NCD	First Federal S&L Bank	06/22/2016	245,000.00	245,000.00	243,275.20	1.800	1.776	1.800	06/22/2023	82
32022RNT0	2390 NCD	1st Financial Bank	08/19/2020	248,000.00	248,000.00	223,033.84	0.450	0.444	0.450	08/19/2025	871
320165JK0	2076 NCD	First Farmers Bank & Trust	09/04/2019	245,000.00	245,000.00	233,916.20	1.750	1.727	1.751	09/04/2024	522
30960QAK3	2479 NCD	Farmers Insurance Group CU	01/27/2021	248,648.18	249,000.00	220,098.57	0.500	0.543	0.550	01/27/2026	1,032
31976UAA6	2759 NCD	First Class Community CU	12/16/2022	249,000.00	249,000.00	249,002.49	5.050	4.985	5.054	12/16/2024	625
33651FAF6	2812 NCD	First Source Federal Cr Union	01/31/2023	249,000.00	249,000.00	248,422.32	4.850	4.781	4.847	01/31/2024	305
335857CK2	2451 NCD	First Oklahoma Bank	11/30/2020	248,543.48	249,000.00	213,465.21	0.650	0.691	0.701	11/30/2026	1,339
307811DM8	2644 NCD	Farmers & Merchants Bank	01/14/2022	248,154.25	249,000.00	202,197.96	1.600	1.630	1.653	01/22/2030	2,488
32110YRQ0	2465 NCD	First National Bank of America	12/31/2020	248,688.61	249,000.00	212,297.40	0.600	0.625	0.633	12/31/2026	1,370

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Negotiable Certificates of Deposits											
330459CB2	1863 NCD	FNB Bank Inc.	10/13/2017	245,000.00	245,000.00	241,381.35	2.250	2.220	2.251	10/13/2023	195
35633MCZ3	2858 NCD	Freedom Bank of Virginia	03/30/2023	249,000.00	249,000.00	249,442.47	5.400	5.326	5.400	03/30/2028	1,825
32026UG83	2861 NCD	First Foundation Bank	03/31/2023	249,000.00	249,000.00	249,057.27	5.000	4.931	5.000	12/30/2024	639
33715LET3	2845 NCD	First Technology Federal Credi	03/24/2023	249,000.00	249,000.00	250,127.97	5.350	5.300	5.374	09/24/2024	542
31986JAD3	2554 NCD	First Community Credit Union	07/28/2021	248,477.21	249,000.00	213,071.79	0.850	0.892	0.905	02/26/2027	1,427
33766LAJ7	2061 NCD	Firstier Bank	08/23/2019	245,000.00	245,000.00	234,788.40	1.950	1.925	1.952	08/23/2024	510
37424PAC8	2456 NCD	Gesa Credit Union	11/30/2020	248,585.00	249,000.00	206,777.07	0.800	0.825	0.836	11/30/2027	1,704
387625AA4	2042 NCD	Grant County Bank West V.	05/08/2019	245,000.00	245,000.00	238,316.40	2.550	2.513	2.548	05/08/2024	403
39981MAC6	2846 NCD	Grow Financial Fed CU	03/24/2023	249,000.00	249,000.00	249,570.21	5.350	5.276	5.350	03/25/2024	359
39729LAC5	2811 NCD	Greenwood Muni Fed Cr Union	01/27/2023	249,000.00	249,000.00	248,551.80	4.750	4.688	4.753	10/27/2023	209
397129AJ6	2725 NCD	Greenwood Credit Union	11/28/2022	249,000.00	249,000.00	248,626.50	4.950	4.877	4.945	05/28/2024	423
38148PJ81	1951 NCD	Goldman Sachs Bank USA / NY	05/09/2018	245,000.00	245,000.00	244,517.35	3.150	3.106	3.150	05/09/2023	38
404730DA8	2447 NCD	Haddon Savings Bank	11/16/2020	206,033.81	207,000.00	184,530.15	0.350	0.491	0.498	10/20/2025	933
06251A2Q2	2457 NCD	Bank Hapoalim BM	12/14/2020	248,663.03	249,000.00	221,413.29	0.500	0.543	0.550	12/15/2025	989
41166MAF2	2776 NCD	Harborstone Credit Union	12/27/2022	249,000.00	249,000.00	248,975.10	5.100	5.027	5.097	03/27/2024	361
42228LAM3	2816 NCD	Healthcare Systems FCU	01/30/2023	249,000.00	249,000.00	243,228.18	4.250	4.193	4.251	02/01/2027	1,402
44931EAD3	2743 NCD	IC Federal Credit Union	12/09/2022	249,000.00	249,000.00	248,773.41	5.000	4.931	5.000	06/10/2024	436
45776NFE1	2757 NCD	INS Bank	12/14/2022	249,000.00	249,000.00	248,820.72	4.900	4.835	4.902	12/14/2027	1,718
45791JAC0	2836 NCD	Insight Credit Union	02/27/2023	249,000.00	249,000.00	249,321.21	5.100	5.036	5.105	02/27/2025	698
460807AB6	2771 NCD	Interstate Credit Union	12/23/2022	249,000.00	249,000.00	248,728.59	5.000	4.932	5.000	12/26/2023	269
45780PAQ8	2556 NCD	Inst. for Sav in Newburyport	07/29/2021	249,000.00	249,000.00	218,412.84	0.900	0.888	0.900	07/29/2026	1,215
48040PJL0	2452 NCD	Jonesboro State Bank	11/27/2020	248,420.14	249,000.00	206,331.36	0.750	0.790	0.801	11/26/2027	1,700
50116CAX7	1798 NCD	Kansas State Bank Manhattan	05/31/2017	245,000.00	245,000.00	237,831.30	2.500	2.465	2.500	05/31/2024	426
48836LAV4	2731 NCD	Kembra Financial Credit Union	11/23/2022	249,000.00	249,000.00	249,082.17	5.150	5.083	5.154	11/25/2024	604
499724AF9	2140 NCD	Knox TVA Empl Credit Union	10/24/2019	249,532.90	248,000.00	245,537.36	3.350	2.210	2.241	10/31/2023	213
920133AJ4	2748 NCD	Valley Strong Credit Union	12/14/2022	249,000.00	249,000.00	249,089.64	5.100	5.038	5.108	12/13/2024	622
51210SLR6	1686 NCD	Lakeside Bank	09/16/2016	245,000.00	245,000.00	241,371.55	1.800	1.775	1.800	09/18/2023	170
52470QAN4	2469 NCD	Legacy Bank & Trust Company	12/30/2020	248,285.05	249,000.00	199,331.97	0.850	0.889	0.901	12/21/2028	2,091
53955LAB3	2823 NCD	Local Gov't Fed. Credit Union	02/10/2023	249,000.00	249,000.00	248,516.94	4.900	4.830	4.897	02/12/2024	317
53052LAD1	2741 NCD	Liberty Federal Credit Union	12/05/2022	249,000.00	249,000.00	248,798.31	5.000	4.931	5.000	12/05/2023	248
530520AC9	2803 NCD	Liberty First Credit Union	01/27/2023	249,000.00	249,000.00	246,320.76	4.500	4.442	4.503	01/27/2026	1,032
538036SS4	2599 NCD	Live Oak Banking Company	10/18/2021	248,433.70	249,000.00	210,683.88	1.100	1.135	1.151	10/18/2027	1,661
54912KAD1	2777 NCD	Loyola Univ Demloyee FCU	12/23/2022	249,000.00	249,000.00	248,990.04	5.000	4.931	5.000	06/23/2023	83
554479EK7	2819 NCD	Machias Savings Bank	02/09/2023	249,000.00	249,000.00	247,525.92	4.600	4.532	4.595	08/09/2024	496

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56102AAQ9	2402 NCD	Malaga Bank FSB	08/31/2020	249,000.00	249,000.00	224,986.44	0.400	0.394	0.400	06/30/2025	821
59001PAP4	2672 NCD	Meritrust Federal Credit Union	03/07/2022	239,272.93	249,000.00	221,659.80	0.550	1.904	1.930	03/10/2026	1,074
58404DDB4	2010 NCD	Medallion Bank - Salt Lake	01/10/2019	245,000.00	245,000.00	241,643.50	3.300	3.254	3.299	01/03/2024	277
589227AG2	2059 NCD	Merchants State Bank	08/30/2019	245,000.00	245,000.00	234,222.45	1.800	1.775	1.800	08/30/2024	517
59013KPS9	2610 NCD	Merrick Bank	11/19/2021	248,479.56	249,000.00	221,530.32	1.100	1.152	1.168	05/19/2026	1,144
60425SJK3	2478 NCD	Minwest Bank MV	01/28/2021	248,455.66	249,000.00	200,405.16	1.000	1.024	1.039	01/29/2029	2,130
560507AN5	2144 NCD	Maine Savings Credit Union	11/08/2019	245,000.00	245,000.00	233,259.60	1.900	1.875	1.902	11/08/2024	587
56065GAG3	2038 NCD	Mainstreet Bank	04/26/2019	245,000.00	245,000.00	238,627.55	2.600	2.567	2.602	04/26/2024	391
62384RAR7	2719 NCD	Mountain America FD Credit Uni	11/09/2022	248,790.04	249,000.00	248,529.39	4.850	4.825	4.892	05/09/2025	769
61690UY20	2815 NCD	Morgan Stanley Bank NA	02/02/2023	249,000.00	249,000.00	244,687.32	4.250	4.191	4.250	02/02/2026	1,038
61768EQV8	2849 NCD	Morgan Stanley Bank NA	03/23/2023	249,000.00	249,000.00	250,381.95	5.250	5.178	5.250	03/24/2025	723
625925AP7	1800 NCD	Municipal Trust and Savings	05/22/2017	245,000.00	245,000.00	237,890.10	2.350	2.317	2.349	05/02/2024	397
642858AA2	2760 NCD	New Brunswick Postal FCU	12/14/2022	249,000.00	249,000.00	249,064.74	5.000	4.931	5.000	12/15/2025	989
23204HNL8	2848 NCD	Customers Bank	03/22/2023	249,000.00	249,000.00	249,938.73	5.300	5.227	5.300	09/23/2024	541
664122AS7	2854 NCD	Northeast Community Bank	03/28/2023	249,000.00	249,000.00	249,483.06	5.450	5.375	5.450	03/28/2028	1,823
67054NAN3	1991 NCD	Numerica Credit Union	11/28/2018	245,000.00	245,000.00	242,518.15	3.550	3.503	3.551	11/28/2023	241
67886WAD9	2751 NCD	Oklahomas Credit Union	12/14/2022	249,000.00	249,000.00	249,014.94	5.000	4.938	5.006	12/16/2024	625
68609EAC5	2765 NCD	Oregon State Credit Union	12/21/2022	249,000.00	249,000.00	248,850.60	5.050	4.978	5.047	03/21/2024	355
69506YSA8	2420 NCD	Pacific Western Bank	09/30/2020	249,000.00	249,000.00	223,006.89	0.450	0.443	0.450	09/30/2025	913
70146NAA5	2825 NCD	Parkside Credit Union	02/21/2023	249,000.00	249,000.00	248,728.59	5.000	4.930	4.999	02/21/2024	326
70320KAR2	2429 NCD	Pathfinder Bank	10/13/2020	248,747.32	249,000.00	222,770.34	0.500	0.533	0.540	10/14/2025	927
710665GD6	2468 NCD	People's Bank	12/30/2020	247,692.75	249,000.00	192,491.94	0.900	0.967	0.981	12/31/2029	2,466
732329BD8	2686 NCD	Ponce De Leon Federal Bank	09/15/2022	249,000.00	249,000.00	235,215.36	3.500	3.453	3.501	09/15/2027	1,628
70962LAE2	2565 NCD	Pentagon Fed Cred Union	09/01/2021	248,574.20	249,000.00	217,257.48	0.850	0.889	0.901	09/01/2026	1,249
740367HP5	2047 NCD	Preferred Bank LA California	08/16/2019	245,000.00	245,000.00	235,077.50	2.000	1.972	2.000	08/16/2024	503
693963AE0	2852 NCD	Pacific Alliance Bank	03/27/2023	249,000.00	249,000.00	249,933.75	5.150	5.087	5.157	03/27/2025	726
710275AD0	2853 NCD	People Bank / Coldwater OH	03/30/2023	249,000.00	249,000.00	247,944.24	4.800	4.735	4.800	03/30/2027	1,459
732770BJ0	2488 NCD	Pony Express Bank	02/24/2021	247,854.05	249,000.00	193,291.23	1.000	1.055	1.070	02/25/2030	2,522
712303BF2	2863 NCD	People's Security Bank & Trust	03/30/2023	249,000.00	249,000.00	249,500.49	5.450	5.377	5.452	03/30/2028	1,825
744562AS8	2796 NCD	Public Service Credit Union	01/20/2023	249,000.00	249,000.00	247,859.58	4.750	4.687	4.752	01/20/2028	1,755
75102EAC2	2798 NCD	Raiz Federal Credit Union	01/25/2023	249,000.00	249,000.00	248,497.02	4.900	4.828	4.895	07/25/2024	481
75472RAU5	2188 NCD	Rayond James Bank NA	12/30/2019	245,000.00	245,000.00	232,233.05	1.850	1.824	1.850	12/30/2024	639
77535MAC7	2717 NCD	Rogue Credit Union	11/09/2022	248,783.46	249,000.00	249,000.00	4.900	4.868	4.935	11/10/2025	954
7954504D4	2102 NCD	Sallie Mae Bank	09/18/2019	245,000.00	245,000.00	234,210.20	1.900	1.873	1.900	09/18/2024	536

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Negotiable Certificates of Deposits											
805508BT4	2710 NCD	Sawyer Savings Bank	10/28/2022	248,544.27	249,000.00	248,828.19	4.900	4.877	4.945	10/28/2027	1,671
856285UJ8	2403 NCD	State Bank of India	09/04/2020	249,000.00	249,000.00	223,975.50	0.500	0.493	0.500	09/04/2025	887
15987UAJ7	2799 NCD	Charles Schwab Bank	01/19/2023	249,000.00	249,000.00	247,954.20	4.650	4.586	4.650	01/18/2024	292
81618LAE7	2857 NCD	Select Bank Forest VA	03/31/2023	249,000.00	249,000.00	249,535.35	5.400	5.332	5.406	03/31/2028	1,826
86063QAK1	1953 NCD	Stifel Bank & Trust	05/15/2018	245,000.00	245,000.00	244,397.30	2.950	2.911	2.951	05/15/2023	44
79772FAF3	2297 NCD	San Francisco Credit Union	03/27/2020	249,000.00	249,000.00	230,845.41	1.100	1.085	1.100	03/27/2025	726
819866BR4	2718 NCD	Sharonview Fed Credit Union	10/31/2022	248,785.53	249,000.00	249,042.33	5.000	4.966	5.035	10/31/2025	944
82671DAB3	2804 NCD	Signature Federal Credit Union	01/31/2023	249,000.00	249,000.00	244,102.17	4.400	4.341	4.401	01/31/2028	1,766
86804DCQ9	2491 NCD	Sunwest Bank	02/17/2021	248,131.52	249,000.00	205,225.80	0.800	0.861	0.873	02/17/2028	1,783
835104BL3	1616 NCD	Somerset Trust Company Bank	06/10/2016	245,000.00	245,000.00	243,498.15	1.800	1.776	1.800	06/12/2023	72
84611JAB9	2807 NCD	Space Age Federal Credit Union	01/27/2023	249,000.00	249,000.00	248,825.70	5.050	4.985	5.054	01/26/2024	300
78472EAC8	2827 NCD	SPCO Credit Union	02/27/2023	249,000.00	249,000.00	243,546.90	4.350	4.290	4.349	02/28/2028	1,794
33646CNJ9	2754 NCD	First Source Bank	12/16/2022	249,000.00	249,000.00	248,977.59	5.050	4.980	5.050	06/16/2028	1,903
84133PFL7	2821 NCD	Southeast Bank	02/06/2023	249,000.00	249,000.00	247,137.48	4.550	4.487	4.550	02/06/2025	677
791125AB3	2728 NCD	ST Lawrence Federal CU	11/22/2022	249,000.00	249,000.00	248,758.47	4.950	4.881	4.949	11/22/2023	235
84485EAG2	2333 NCD	Southwest Financial Fed. Credi	03/31/2020	249,000.00	249,000.00	239,458.32	1.150	1.134	1.150	03/28/2024	362
87165FZN7	2563 NCD	Synchrony Bank	08/20/2021	249,000.00	249,000.00	218,148.90	0.900	0.887	0.900	08/20/2026	1,237
87868YAH6	2797 NCD	Technology Credit Union	01/19/2023	249,000.00	249,000.00	249,082.17	5.100	5.031	5.100	07/21/2025	842
882214AA7	2464 NCD	Texas Bank Henderson	12/23/2020	248,728.09	249,000.00	220,494.48	0.450	0.483	0.490	12/23/2025	997
88413QCK2	2157 NCD	Third Federal Savings and Loan	11/25/2019	245,000.00	245,000.00	233,259.60	1.950	1.923	1.950	11/25/2024	604
22766ABF1	1804 NCD	Crossfirst Bank of Leawood	06/09/2017	245,000.00	245,000.00	243,679.45	2.150	2.121	2.151	06/09/2023	69
89235MLC3	2551 NCD	Toyota Financial Savings Bank	07/15/2021	249,000.00	249,000.00	219,371.49	0.950	0.936	0.950	07/15/2026	1,201
89841MAM9	2745 NCD	Trustone Fin. Credit Union	12/14/2022	249,000.00	249,000.00	248,768.43	5.000	4.931	5.000	12/14/2023	257
902684AB5	2832 NCD	Ufirst Federal Credit Union	02/24/2023	249,000.00	249,000.00	248,549.31	4.850	4.787	4.854	08/25/2025	877
903572BC8	1639 NCD	Uinta Bank	06/24/2016	245,000.00	245,000.00	239,350.30	1.700	1.676	1.700	12/26/2023	269
90407LAD5	2742 NCD	Umassfive College Fed Cr Union	12/09/2022	249,000.00	249,000.00	248,133.48	4.950	4.879	4.947	03/08/2024	342
90307LAA2	2786 NCD	Uncle Credit Union	01/17/2023	249,000.00	249,000.00	248,434.77	4.850	4.783	4.849	01/17/2024	291
91334AAC7	2711 NCD	United Heritage Credit Union	10/28/2022	249,000.00	249,000.00	247,301.82	4.600	4.539	4.602	04/28/2025	758
39573LBM9	2552 NCD	Greenstate Credit Union	07/21/2021	249,000.00	249,000.00	218,980.56	0.950	0.937	0.950	07/21/2026	1,207
90352RAU9	2325 NCD	USAlliance Federal Credit Unio	03/31/2020	248,900.45	249,000.00	231,231.36	1.150	1.155	1.171	03/31/2025	730
90353EAR4	2546 NCD	USF Federal Credit Union	07/15/2021	247,555.30	249,000.00	195,375.36	1.750	1.801	1.826	07/15/2031	3,027
92891CCE0	2136 NCD	Vystar Credit Union	10/18/2019	247,361.86	245,000.00	242,523.05	3.650	2.170	2.200	12/11/2023	254
938828BJ8	2049 NCD	Washington Federal	08/23/2019	245,000.00	245,000.00	235,116.70	2.050	2.024	2.052	08/23/2024	510
939769AC9	2780 NCD	Washington State Emp CU	12/29/2022	249,000.00	249,000.00	248,728.59	5.000	4.931	4.999	12/29/2023	272

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Negotiable Certificates of Deposits											
95960NKE6	2342 NCD	Western State Bank	05/13/2020	248,000.00	248,000.00	224,683.04	1.050	1.035	1.050	11/13/2025	957
949764AF1	2843 NCD	Wells Fargo Bank	03/17/2023	249,000.00	249,000.00	250,367.01	5.250	5.185	5.257	03/17/2025	716
98321PAJ9	2446 NCD	Wyoming Bank & Trust	11/27/2020	248,801.29	249,000.00	221,622.45	0.500	0.515	0.522	11/28/2025	972
98138MAX8	2749 NCD	Workers Fed Credit Union	12/14/2022	249,000.00	249,000.00	249,072.21	5.100	5.032	5.102	12/14/2027	1,718
956310BM7	2855 NCD	West Town Bank and Trust	03/28/2023	249,000.00	249,000.00	249,602.58	5.450	5.381	5.456	03/28/2028	1,823
Subtotal and Average				41,874,515.15	41,898,000.00	39,854,596.25		3.003	3.044		904
Corporate Medium Term Bonds											
037833CU2	2053 MTN	Apple, Inc.	08/06/2019	1,512,594.75	1,500,000.00	1,474,575.00	2.850	1.998	2.025	05/11/2024	406
037833AK6	2082 MTN	Apple, Inc.	08/29/2019	550,306.27	550,000.00	548,988.00	2.400	1.726	1.750	05/03/2023	32
037833DF4	2401 MTN	Apple, Inc.	08/28/2020	1,555,882.13	1,500,000.00	1,460,970.00	2.750	0.620	0.628	01/13/2025	653
037833EB2	2489 MTN	Apple, Inc.	02/08/2021	700,114.86	700,000.00	636,895.00	0.700	0.684	0.694	02/08/2026	1,044
037833CJ7	2667 MTN	Apple, Inc.	02/23/2022	781,320.52	750,000.00	732,345.00	3.350	2.115	2.145	02/09/2027	1,410
02079KAH0	2507 MTN	Alphabet (Google) Inc.	03/01/2021	198,936.18	200,000.00	183,442.00	0.450	0.668	0.678	08/15/2025	867
02079KAC1	2675 MTN	Alphabet (Google) Inc.	03/14/2022	992,644.27	1,000,000.00	936,670.00	1.998	2.197	2.228	08/15/2026	1,232
02079KAJ6	2689 MTN	Alphabet (Google) Inc.	09/14/2022	892,781.00	1,000,000.00	876,920.00	0.800	3.442	3.489	08/15/2027	1,597
02079KAJ6	2837 MTN	Alphabet (Google) Inc.	02/15/2023	2,442,663.14	2,800,000.00	2,455,376.00	0.800	3.964	4.020	08/15/2027	1,597
478160CN2	2466 MTN	Johnson & Johnson	12/23/2020	2,003,047.73	2,000,000.00	1,838,720.00	0.550	0.479	0.486	09/01/2025	884
478160BY9	2508 MTN	Johnson & Johnson	03/01/2021	2,088,218.55	2,000,000.00	1,921,520.00	2.450	0.812	0.823	03/01/2026	1,065
478160BY9	2509 MTN	Johnson & Johnson	03/01/2021	1,044,097.96	1,000,000.00	960,760.00	2.450	0.812	0.824	03/01/2026	1,065
594918BX1	2212 MTN	Microsoft Corporation	01/22/2020	1,815,820.56	1,800,000.00	1,773,180.00	2.875	1.727	1.751	02/06/2024	311
594918BJ2	2450 MTN	Microsoft Corporation	11/18/2020	3,099,965.70	2,920,000.00	2,847,759.20	3.125	0.572	0.580	11/03/2025	947
594918BJ2	2506 MTN	Microsoft Corporation	03/01/2021	190,221.93	180,000.00	175,546.80	3.125	0.753	0.763	11/03/2025	947
525555AB4	2182 MTN	Stanford University	12/12/2019	1,039,143.05	1,000,000.00	1,016,080.00	6.875	1.934	1.960	02/01/2024	306
85440KAC8	2648 MTN	Stanford University	01/07/2022	1,487,373.40	1,500,000.00	1,339,485.00	1.289	1.479	1.500	06/01/2027	1,522
85440KAC8	2658 MTN	Stanford University	02/01/2022	488,431.10	500,000.00	446,495.00	1.289	1.849	1.875	06/01/2027	1,522
85440KAC8	2709 MTN	Stanford University	10/19/2022	1,344,365.60	1,530,000.00	1,366,274.70	1.289	4.487	4.550	06/01/2027	1,522
85440KAC8	2761 MTN	Stanford University	12/12/2022	400,702.91	450,000.00	401,845.50	1.289	4.142	4.200	06/01/2027	1,522
98459LAA1	2376 MTN	Yale University	07/01/2020	2,009,758.28	2,000,000.00	1,865,540.00	0.873	0.616	0.625	04/15/2025	745
98459LAA1	2511 MTN	Yale University	03/01/2021	3,013,354.45	3,000,000.00	2,798,310.00	0.873	0.638	0.646	04/15/2025	745
Subtotal and Average				29,651,744.34	29,880,000.00	28,057,697.20		1.574	1.596		968
Federal Agency Bonds											
31315PL23	1428	Federal Agricultural Mortgage	01/09/2015	406,665.82	404,000.00	398,509.64	3.330	2.540	2.575	03/27/2024	361
31315PD89	1433	Federal Agricultural Mortgage	01/22/2015	1,604,883.85	1,604,000.00	1,597,632.12	2.610	2.269	2.301	06/12/2023	72

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Federal Agency Bonds											
31315PD89	1447	Federal Agricultural Mortgage	02/09/2015	1,450,514.58	1,450,000.00	1,444,243.50	2.610	2.377	2.410	06/12/2023	72
31315PEM7	1580	Federal Agricultural Mortgage	04/08/2016	494,066.02	474,000.00	477,128.40	4.350	2.296	2.328	08/04/2025	856
31315P2J7	1595	Federal Agricultural Mortgage	04/21/2016	1,517,655.26	1,500,000.00	1,477,950.00	3.300	2.084	2.112	05/01/2024	396
31315P2J7	1604	Federal Agricultural Mortgage	04/26/2016	1,516,461.11	1,500,000.00	1,477,950.00	3.300	2.159	2.189	05/01/2024	396
31315PRA9	1710	Federal Agricultural Mortgage	10/18/2016	1,601,695.87	1,500,000.00	1,535,865.00	4.810	2.131	2.160	02/03/2026	1,039
3132XOWL1	1867	Federal Agricultural Mortgage	10/06/2017	998,524.60	1,000,000.00	969,340.00	2.250	2.332	2.365	08/23/2024	510
3130H0AU7	1893	Federal Agricultural Mortgage	01/09/2018	1,000,526.33	1,000,000.00	975,020.00	2.625	2.546	2.581	08/01/2024	488
3130H0AU7	1901	Federal Agricultural Mortgage	01/11/2018	1,499,358.89	1,500,000.00	1,462,530.00	2.625	2.623	2.660	08/01/2024	488
31315P4B2	1999	Federal Agricultural Mortgage	12/14/2018	550,673.97	549,000.00	542,944.53	3.460	3.018	3.060	01/30/2024	304
31422BEJ5	2034	Federal Agricultural Mortgage	04/09/2019	999,535.91	1,000,000.00	976,500.00	2.350	2.365	2.398	04/09/2024	374
31315PCY3	2035	Federal Agricultural Mortgage	04/08/2019	706,801.21	678,000.00	687,193.68	5.250	2.420	2.454	11/20/2024	599
31315PEM7	2098	Federal Agricultural Mortgage	09/09/2019	582,564.38	550,000.00	553,630.00	4.350	1.659	1.683	08/04/2025	856
31315PB99	2301	Federal Agricultural Mortgage	03/11/2020	1,693,280.67	1,569,000.00	1,498,112.58	2.850	1.050	1.064	11/19/2027	1,693
31422BZS2	2340 Call	Federal Agricultural Mortgage	05/13/2020	2,000,000.00	2,000,000.00	1,668,180.00	1.500	1.479	1.500	05/13/2030	2,599
31422BF54	2366 Call	Federal Agricultural Mortgage	06/24/2020	1,750,000.00	1,750,000.00	1,444,292.50	1.400	1.380	1.400	06/24/2030	2,641
31422BF54	2367 Call	Federal Agricultural Mortgage	06/24/2020	2,000,000.00	2,000,000.00	1,650,620.00	1.400	1.380	1.400	06/24/2030	2,641
31422BH78	2381 Call	Federal Agricultural Mortgage	07/08/2020	1,500,000.00	1,500,000.00	1,238,160.00	1.400	1.380	1.400	07/08/2030	2,655
31422BX54	2425 Call	Federal Agricultural Mortgage	10/08/2020	2,000,000.00	2,000,000.00	1,632,060.00	1.300	1.286	1.304	09/27/2030	2,736
31422BZ45	2435 Call	Federal Agricultural Mortgage	10/21/2020	2,000,000.00	2,000,000.00	1,627,680.00	1.280	1.262	1.280	10/21/2030	2,760
31422B2E9	2439 Call	Federal Agricultural Mortgage	10/29/2020	2,000,000.00	2,000,000.00	1,634,100.00	1.340	1.321	1.340	10/29/2030	2,768
31422B3D0	2449	Federal Agricultural Mortgage	11/20/2020	1,500,000.00	1,500,000.00	1,228,500.00	1.150	1.134	1.150	11/20/2030	2,790
31422B4A5	2458 Call	Federal Agricultural Mortgage	12/11/2020	1,500,000.00	1,500,000.00	1,215,540.00	1.300	1.282	1.300	12/11/2030	2,811
31422B3W8	2459 Call	Federal Agricultural Mortgage	12/16/2020	2,000,000.00	2,000,000.00	1,638,600.00	1.450	1.430	1.450	12/16/2030	2,816
31422B3D0	2461	Federal Agricultural Mortgage	12/09/2020	999,232.34	1,000,000.00	819,000.00	1.150	1.144	1.160	11/20/2030	2,790
31422B6K1	2471	Federal Agricultural Mortgage	01/15/2021	1,499,163.33	1,500,000.00	1,365,570.00	0.480	0.493	0.500	01/15/2026	1,020
31422B6A3	2473 Call	Federal Agricultural Mortgage	01/15/2021	1,494,742.50	1,500,000.00	1,211,595.00	1.290	1.319	1.338	01/15/2031	2,846
31422B7E4	2484 Call	Federal Agricultural Mortgage	01/28/2021	1,000,000.00	1,000,000.00	808,890.00	1.320	1.301	1.320	01/28/2031	2,859
31422XAW2	2496 Call	Federal Agricultural Mortgage	02/25/2021	1,500,000.00	1,500,000.00	1,230,735.00	1.530	1.509	1.530	02/25/2031	2,887
31422XCB6	2513	Federal Agricultural Mortgage	03/04/2021	990,299.80	1,000,000.00	834,850.00	1.470	1.581	1.602	03/04/2031	2,894
31422XDX7	2519	Federal Agricultural Mortgage	03/29/2021	1,499,551.17	1,500,000.00	1,372,920.00	0.830	0.828	0.840	03/27/2026	1,091
31422XDX7	2524	Federal Agricultural Mortgage	03/31/2021	1,495,776.28	1,500,000.00	1,372,920.00	0.830	0.913	0.926	03/27/2026	1,091
31422XEE8	2527 Call	Federal Agricultural Mortgage	04/07/2021	1,496,617.50	1,500,000.00	1,277,805.00	2.070	2.074	2.103	04/07/2031	2,928
31422XEL2	2529	Federal Agricultural Mortgage	04/15/2021	2,004,303.32	2,000,000.00	1,769,160.00	1.375	1.311	1.330	04/13/2028	1,839
31422XFJ6	2530	Federal Agricultural Mortgage	04/29/2021	1,501,090.50	1,500,000.00	1,236,015.00	1.660	1.627	1.650	04/29/2031	2,950

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Federal Agency Bonds											
31422XDX7	2533	Federal Agricultural Mortgage	05/20/2021	1,497,983.19	1,500,000.00	1,372,920.00	0.830	0.864	0.876	03/27/2026	1,091
31422XDX7	2540	Federal Agricultural Mortgage	06/08/2021	254,986.99	255,000.00	233,396.40	0.830	0.820	0.831	03/27/2026	1,091
31422XNM0	2593	Federal Agricultural Mortgage	10/05/2021	1,000,000.00	1,000,000.00	909,670.00	1.050	1.035	1.050	10/05/2026	1,283
31422XPS5	2621	Federal Agricultural Mortgage	11/17/2021	995,080.73	1,000,000.00	910,510.00	1.150	1.272	1.290	11/17/2026	1,326
31422XQM7	2625	Federal Agricultural Mortgage	12/01/2021	1,000,000.00	1,000,000.00	915,500.00	1.320	1.301	1.320	12/01/2026	1,340
31422XRK0	2634	Federal Agricultural Mortgage	01/04/2022	1,500,000.00	1,500,000.00	1,370,820.00	1.320	1.301	1.320	01/04/2027	1,374
31422XRY0	2640 Call	Federal Agricultural Mortgage	12/29/2021	1,500,000.00	1,500,000.00	1,267,245.00	2.150	2.120	2.150	12/29/2031	3,194
31422XN32	2714	Federal Agricultural Mortgage	10/24/2022	1,500,000.00	1,500,000.00	1,499,595.00	4.720	4.655	4.720	10/24/2023	206
3133EAA65	1526	Federal Farm Credit Bank .	01/27/2016	625,134.22	625,000.00	619,850.00	2.125	2.024	2.052	07/26/2023	116
3133EC7D0	1615	Federal Farm Credit Bank .	05/13/2016	1,002,618.33	1,000,000.00	965,090.00	2.125	1.930	1.956	12/13/2024	622
3133EEVD9	1787	Federal Farm Credit Bank .	05/04/2017	899,947.35	900,000.00	881,037.00	2.300	2.274	2.306	03/25/2024	359
3133EDWX6	1822	Federal Farm Credit Bank .	06/21/2017	505,140.84	500,000.00	488,330.00	2.910	2.143	2.172	10/07/2024	555
3133EEG79	2016	Federal Farm Credit Bank .	01/15/2019	498,898.90	500,000.00	494,420.00	2.150	2.656	2.693	09/07/2023	159
3133EC2C7	2017	Federal Farm Credit Bank .	01/15/2019	647,909.72	650,000.00	639,470.00	2.130	2.662	2.699	11/09/2023	222
3133EAG44	2314	Federal Farm Credit Bank .	03/13/2020	1,049,041.60	1,000,000.00	960,500.00	2.630	1.089	1.104	08/03/2026	1,220
3133ELQ31	2371 Call	Federal Farm Credit Bank .	07/01/2020	1,500,000.00	1,500,000.00	1,232,460.00	1.330	1.311	1.330	07/01/2030	2,648
3133ELQ31	2372 Call	Federal Farm Credit Bank .	07/01/2020	1,500,000.00	1,500,000.00	1,232,460.00	1.330	1.311	1.330	07/01/2030	2,648
3133EL3H5	2391 Call	Federal Farm Credit Bank .	08/12/2020	1,499,113.54	1,500,000.00	1,382,010.00	0.570	0.587	0.595	08/12/2025	864
3133EL4W1	2406 Call	Federal Farm Credit Bank .	09/03/2020	1,499,638.39	1,500,000.00	1,381,950.00	0.610	0.611	0.620	08/25/2025	877
3133EL4W1	2408 Call	Federal Farm Credit Bank .	09/10/2020	1,499,636.97	1,500,000.00	1,381,950.00	0.610	0.611	0.620	08/25/2025	877
3133EL7K4	2416 Call	Federal Farm Credit Bank .	09/22/2020	1,500,000.00	1,500,000.00	1,377,315.00	0.550	0.542	0.549	09/16/2025	899
3133EMBH4	2417 Call	Federal Farm Credit Bank .	09/29/2020	1,500,000.00	1,500,000.00	1,375,245.00	0.530	0.522	0.530	09/29/2025	912
3133EMBJ0	2423 Call	Federal Farm Credit Bank .	09/29/2020	1,499,438.75	1,500,000.00	1,375,245.00	0.530	0.537	0.545	09/29/2025	912
3133EMAZ5	2427 Call	Federal Farm Credit Bank .	10/01/2020	1,998,142.31	2,000,000.00	1,632,820.00	1.250	1.246	1.263	06/24/2030	2,641
3133EMFG2	2442 Call	Federal Farm Credit Bank .	11/04/2020	1,500,000.00	1,500,000.00	1,223,700.00	1.370	1.351	1.370	11/04/2030	2,774
3133EMFG2	2443 Call	Federal Farm Credit Bank .	11/04/2020	1,500,000.00	1,500,000.00	1,223,700.00	1.370	1.351	1.370	11/04/2030	2,774
3133EMNB4	2472 Call	Federal Farm Credit Bank .	01/14/2021	1,500,000.00	1,500,000.00	1,220,025.00	1.380	1.361	1.380	01/14/2031	2,845
3133EMRE4	2525 Call	Federal Farm Credit Bank .	04/01/2021	1,452,683.43	1,500,000.00	1,220,910.00	1.420	1.834	1.859	02/18/2031	2,880
3133EMUG5	2538 Call	Federal Farm Credit Bank .	05/27/2021	1,004,784.27	1,000,000.00	846,920.00	1.980	1.887	1.913	03/24/2031	2,914
3133EN4R8	2769 Call	Federal Farm Credit Bank .	12/21/2022	1,500,000.00	1,500,000.00	1,496,205.00	6.080	5.996	6.080	12/21/2032	3,552
3133EN5S5	2789 Call	Federal Farm Credit Bank .	01/10/2023	1,500,000.00	1,500,000.00	1,495,965.00	5.900	5.819	5.900	01/10/2033	3,572
3130A3VC5	1886	Federal Home Loan Bank	01/03/2018	999,092.98	1,000,000.00	982,870.00	2.250	2.359	2.392	12/08/2023	251
3130A3DL5	1896	Federal Home Loan Bank	01/09/2018	999,860.83	1,000,000.00	989,950.00	2.375	2.376	2.409	09/08/2023	160
3130AJMF3	2347 Call	Federal Home Loan Bank	05/28/2020	1,500,000.00	1,500,000.00	1,299,330.00	1.320	1.301	1.320	11/28/2028	2,068

Fund ALL - Portfolio Listings Investments by Fund March 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3130AJP78	2358 Call	Federal Home Loan Bank	06/11/2020	1,000,000.00	1,000,000.00	850,730.00	1.400	1.380	1.400	06/11/2029	2,263
3130AJP78	2361 Call	Federal Home Loan Bank	06/11/2020	997,246.91	1,000,000.00	850,730.00	1.400	1.427	1.447	06/11/2029	2,263
3130AJR76	2368 Call	Federal Home Loan Bank	06/29/2020	900,000.00	900,000.00	757,791.00	1.250	1.232	1.250	06/29/2029	2,281
3130AJRG6	2369 Call	Federal Home Loan Bank	06/24/2020	1,500,000.00	1,500,000.00	1,234,335.00	1.360	1.341	1.360	06/24/2030	2,641
3130AJSR1	2375 Call	Federal Home Loan Bank	07/09/2020	1,500,000.00	1,500,000.00	1,237,080.00	1.390	1.370	1.390	07/09/2030	2,656
3130AJSR1	2377 Call	Federal Home Loan Bank	07/09/2020	1,500,000.00	1,500,000.00	1,237,080.00	1.390	1.370	1.390	07/09/2030	2,656
3130AJSR1	2384 Call	Federal Home Loan Bank	07/09/2020	1,498,800.08	1,500,000.00	1,237,080.00	1.390	1.382	1.401	07/09/2030	2,656
3130AJZ36	2395 Call	Federal Home Loan Bank	08/27/2020	1,499,278.33	1,500,000.00	1,381,395.00	0.600	0.611	0.620	08/27/2025	879
3130AJZ36	2399 Call	Federal Home Loan Bank	08/27/2020	1,499,278.33	1,500,000.00	1,381,395.00	0.600	0.611	0.620	08/27/2025	879
3130AK3Z7	2405 Call	Federal Home Loan Bank	09/29/2020	1,499,251.67	1,500,000.00	1,376,640.00	0.570	0.582	0.590	09/29/2025	912
3130AJZ36	2411 Call	Federal Home Loan Bank	09/16/2020	1,180,000.00	1,180,000.00	1,086,697.40	0.600	0.591	0.599	08/27/2025	879
3130AKAZ91	2419 Call	Federal Home Loan Bank	09/29/2020	1,500,000.00	1,500,000.00	1,374,900.00	0.520	0.512	0.520	09/29/2025	912
3130AJQS1	2445 Call	Federal Home Loan Bank	11/04/2020	1,199,711.92	1,200,000.00	986,688.00	1.350	1.334	1.353	06/25/2030	2,642
3130AKQN9	2475 Call	Federal Home Loan Bank	01/28/2021	1,500,000.00	1,500,000.00	1,222,350.00	1.400	1.380	1.400	01/09/2031	2,840
3130AKQV1	2476 Call	Federal Home Loan Bank	01/28/2021	1,500,000.00	1,500,000.00	1,220,805.00	1.400	1.380	1.400	01/28/2031	2,859
3130AKVH6	2485 Call	Federal Home Loan Bank	02/10/2021	1,500,000.00	1,500,000.00	1,214,985.00	1.350	1.331	1.350	02/10/2031	2,872
3130AKYB6	2490 Call	Federal Home Loan Bank	02/18/2021	2,000,000.00	2,000,000.00	1,625,420.00	1.400	1.380	1.400	02/18/2031	2,880
3130AL2J2	2494 Call	Federal Home Loan Bank	02/26/2021	1,500,000.00	1,500,000.00	1,227,855.00	1.500	1.479	1.500	02/26/2031	2,888
3130ALF66	2500 Call	Federal Home Loan Bank	02/25/2021	1,500,000.00	1,500,000.00	1,239,585.00	1.625	1.602	1.625	02/25/2031	2,887
3130ALF33	2520 Call	Federal Home Loan Bank	03/25/2021	1,918,589.78	1,925,000.00	1,747,014.50	0.750	0.853	0.865	03/16/2026	1,080
3130APPJ8	2607 Call	Federal Home Loan Bank	11/04/2021	1,000,000.00	1,000,000.00	837,630.00	2.000	1.972	2.000	11/04/2031	3,139
3130APV77	2613 Call	Federal Home Loan Bank	12/10/2021	1,000,000.00	1,000,000.00	912,400.00	1.500	1.479	1.500	12/10/2026	1,349
3130APW84	2616 Call	Federal Home Loan Bank	12/03/2021	1,000,000.00	1,000,000.00	912,360.00	1.500	1.479	1.500	12/03/2026	1,342
3130APXD2	2618 Call	Federal Home Loan Bank	12/17/2021	1,000,000.00	1,000,000.00	913,200.00	1.550	1.528	1.550	12/17/2026	1,356
3130APWY7	2619 Call	Federal Home Loan Bank	12/07/2021	1,000,000.00	1,000,000.00	907,480.00	1.350	1.331	1.350	12/07/2026	1,346
3130APXT7	2620 Call	Federal Home Loan Bank	12/17/2021	1,000,000.00	1,000,000.00	914,790.00	1.600	1.578	1.600	12/17/2026	1,356
3130AQSM6	2659 Call	Federal Home Loan Bank	02/25/2022	1,000,000.00	1,000,000.00	927,990.00	2.050	2.021	2.050	02/25/2027	1,426
3130AQX65	2662 Call	Federal Home Loan Bank	03/04/2022	1,000,000.00	1,000,000.00	934,820.00	2.250	2.219	2.250	03/04/2027	1,433
3130AQYA5	2663 Call	Federal Home Loan Bank	02/28/2022	1,000,000.00	1,000,000.00	934,230.00	2.250	2.219	2.250	02/24/2027	1,425
3130AQYG2	2664 Call	Federal Home Loan Bank	02/28/2022	1,500,000.00	1,500,000.00	1,412,115.00	2.500	2.470	2.504	02/25/2027	1,426
3130AQZD8	2665 Call	Federal Home Loan Bank	02/25/2022	1,000,000.00	1,000,000.00	944,970.00	2.625	2.589	2.625	02/25/2027	1,426
3130ATKJ5	2703	Federal Home Loan Bank	10/14/2022	1,498,853.60	1,500,000.00	1,495,260.00	4.375	4.400	4.461	03/08/2024	342
3130ATYM3	2737	Federal Home Loan Bank	11/22/2022	1,499,711.25	1,500,000.00	1,501,620.00	4.875	4.838	4.906	11/22/2023	235
3130AUFY5	2787	Federal Home Loan Bank	01/05/2023	1,498,824.08	1,500,000.00	1,500,840.00	4.750	4.790	4.856	01/05/2024	279

Fund ALL - Portfolio Listings Investments by Fund March 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3130AUJJ4	2794 Call	Federal Home Loan Bank	01/30/2023	1,500,000.00	1,500,000.00	1,494,525.00	5.555	5.479	5.555	01/27/2028	1,762
3130AULM4	2802 Call	Federal Home Loan Bank	01/26/2023	1,500,000.00	1,500,000.00	1,486,110.00	5.620	5.543	5.620	01/26/2033	3,588
3130AUU28	2824	Federal Home Loan Bank	02/08/2023	1,000,000.00	1,000,000.00	1,002,020.00	5.000	4.931	5.000	02/08/2024	313
3130AVCN0	2844	Federal Home Loan Bank	03/13/2023	499,952.50	500,000.00	502,995.00	5.375	5.311	5.385	03/13/2024	347
3134GVUA4	2345 Call	Fed. Home Loan Mortgage Corp.	05/18/2020	455,000.00	455,000.00	397,615.40	1.200	1.183	1.200	05/18/2028	1,874
3134GV3B2	2370 Call	Fed. Home Loan Mortgage Corp.	06/30/2020	1,500,000.00	1,500,000.00	1,237,545.00	1.400	1.380	1.400	06/28/2030	2,645
3134GV3U0	2373 Call	Fed. Home Loan Mortgage Corp.	06/29/2020	1,500,000.00	1,500,000.00	1,263,030.00	1.250	1.232	1.250	06/29/2029	2,281
3134GV4E5	2379 Call	Fed. Home Loan Mortgage Corp.	07/01/2020	1,500,000.00	1,500,000.00	1,285,500.00	1.200	1.183	1.199	12/29/2029	2,099
3134GV5D6	2380 Call	Fed. Home Loan Mortgage Corp.	07/08/2020	1,500,000.00	1,500,000.00	1,272,585.00	1.200	1.183	1.200	01/08/2029	2,109
3134GV5A2	2382 Call	Fed. Home Loan Mortgage Corp.	07/15/2020	1,500,000.00	1,500,000.00	1,235,280.00	1.375	1.356	1.375	07/15/2030	2,662
3134GV7L6	2386 Call	Fed. Home Loan Mortgage Corp.	07/29/2020	1,500,000.00	1,500,000.00	1,231,890.00	1.350	1.331	1.350	07/29/2030	2,676
3134GV7L6	2387 Call	Fed. Home Loan Mortgage Corp.	07/29/2020	1,500,000.00	1,500,000.00	1,231,890.00	1.350	1.331	1.350	07/29/2030	2,676
3134GWNC6	2396 Call	Fed. Home Loan Mortgage Corp.	08/20/2020	1,000,000.00	1,000,000.00	922,090.00	0.625	0.616	0.625	08/19/2025	871
3134GWC53	2400 Call	Fed. Home Loan Mortgage Corp.	09/15/2020	1,500,000.00	1,500,000.00	1,380,870.00	0.650	0.641	0.650	09/15/2025	898
3134GWA55	2404 Call	Fed. Home Loan Mortgage Corp.	09/09/2020	1,447,000.00	1,447,000.00	1,332,658.06	0.650	0.641	0.650	09/09/2025	892
3134GWD52	2407 Call	Fed. Home Loan Mortgage Corp.	09/04/2020	1,500,000.00	1,500,000.00	1,383,225.00	0.680	0.670	0.679	09/02/2025	885
3134GWP75	2409 Call	Fed. Home Loan Mortgage Corp.	09/23/2020	1,500,000.00	1,500,000.00	1,379,160.00	0.625	0.616	0.625	09/23/2025	906
3134GWP75	2410 Call	Fed. Home Loan Mortgage Corp.	09/23/2020	1,000,000.00	1,000,000.00	919,440.00	0.625	0.616	0.625	09/23/2025	906
3134GWVV5	2418 Call	Fed. Home Loan Mortgage Corp.	10/15/2020	1,500,000.00	1,500,000.00	1,379,490.00	0.500	0.493	0.500	10/15/2025	928
3134GWW93	2421 Call	Fed. Home Loan Mortgage Corp.	09/30/2020	2,000,000.00	2,000,000.00	1,834,480.00	0.550	0.542	0.550	09/30/2025	913
3134GWW93	2422 Call	Fed. Home Loan Mortgage Corp.	09/30/2020	1,500,000.00	1,500,000.00	1,375,860.00	0.550	0.542	0.550	09/30/2025	913
3134GWXK7	2424 Call	Fed. Home Loan Mortgage Corp.	09/30/2020	1,500,000.00	1,500,000.00	1,375,860.00	0.550	0.542	0.550	09/30/2025	913
3134GWXX9	2426 Call	Fed. Home Loan Mortgage Corp.	10/15/2020	1,500,000.00	1,500,000.00	1,374,210.00	0.550	0.542	0.550	10/15/2025	928
3134GWY26	2428 Call	Fed. Home Loan Mortgage Corp.	10/08/2020	1,500,000.00	1,500,000.00	1,375,605.00	0.570	0.562	0.570	10/08/2025	921
3134GWY23	2430 Call	Fed. Home Loan Mortgage Corp.	10/28/2020	1,500,000.00	1,500,000.00	1,372,110.00	0.530	0.522	0.530	10/28/2025	941
3134GWZ33	2431 Call	Fed. Home Loan Mortgage Corp.	10/22/2020	1,500,000.00	1,500,000.00	1,217,820.00	1.250	1.232	1.250	10/22/2030	2,761
3134GWZL3	2432 Call	Fed. Home Loan Mortgage Corp.	10/29/2020	1,500,000.00	1,500,000.00	1,373,475.00	0.570	0.562	0.570	10/29/2025	942
3134GW3T1	2433 Call	Fed. Home Loan Mortgage Corp.	10/28/2020	2,000,000.00	2,000,000.00	1,641,400.00	1.400	1.380	1.400	10/28/2030	2,767
3134GW3H7	2434 Call	Fed. Home Loan Mortgage Corp.	10/29/2020	1,500,000.00	1,500,000.00	1,375,005.00	0.610	0.601	0.610	10/29/2025	942
3134GWZZ2	2436 Call	Fed. Home Loan Mortgage Corp.	10/28/2020	2,000,000.00	2,000,000.00	1,629,200.00	1.300	1.282	1.300	10/28/2030	2,767
3134GW3Z7	2437 Call	Fed. Home Loan Mortgage Corp.	10/28/2020	750,000.00	750,000.00	687,315.00	0.600	0.591	0.600	10/28/2025	941
3134GW3X2	2438 Call	Fed. Home Loan Mortgage Corp.	10/27/2020	1,500,000.00	1,500,000.00	1,375,635.00	0.625	0.616	0.625	10/27/2025	940
3134GW6N1	2440 Call	Fed. Home Loan Mortgage Corp.	11/05/2020	1,500,000.00	1,500,000.00	1,226,385.00	1.400	1.380	1.400	11/05/2030	2,775
3134GW6N1	2444 Call	Fed. Home Loan Mortgage Corp.	11/05/2020	1,500,000.00	1,500,000.00	1,226,385.00	1.400	1.380	1.400	11/05/2030	2,775

**Fund ALL - Portfolio Listings
Investments by Fund
March 31, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
31364CCC0	1715	Federal National Mortgage Asso	11/10/2016	564,751.32	500,000.00	545,815.00	7.125	2.367	2.400	04/30/2026	1,125
3136G4R62	2392 Call	Federal National Mortgage Asso	08/28/2020	1,000,000.00	1,000,000.00	921,420.00	0.625	0.616	0.625	08/28/2025	880
3136G4S87	2393 Call	Federal National Mortgage Asso	08/27/2020	1,000,000.00	1,000,000.00	922,060.00	0.650	0.641	0.650	08/27/2025	879
3136G4Q97	2394 Call	Federal National Mortgage Asso	08/27/2020	1,500,000.00	1,500,000.00	1,383,090.00	0.650	0.641	0.650	08/27/2025	879
3136G4V59	2397 Call	Federal National Mortgage Asso	08/27/2020	1,500,000.00	1,500,000.00	1,382,235.00	0.625	0.616	0.625	08/27/2025	879
3136G44G5	2412 Call	Federal National Mortgage Asso	09/22/2020	1,500,000.00	1,500,000.00	1,375,455.00	0.515	0.507	0.515	09/22/2025	905
3136G43L5	2413 Call	Federal National Mortgage Asso	09/30/2020	1,500,000.00	1,500,000.00	1,375,890.00	0.550	0.542	0.550	09/30/2025	913
3136G44L4	2415 Call	Federal National Mortgage Asso	09/25/2020	1,500,000.00	1,500,000.00	1,378,080.00	0.600	0.591	0.600	09/25/2025	908
3135G05Q2	2460	Federal National Mortgage Asso	12/07/2020	1,961,183.83	2,000,000.00	1,632,640.00	0.875	1.139	1.155	08/05/2030	2,683
3135GAAS0	2463 Call	Federal National Mortgage Asso	12/23/2020	1,500,000.00	1,500,000.00	1,223,760.00	1.400	1.380	1.400	12/23/2030	2,823
3135G06Q1	2467 Call	Federal National Mortgage Asso	12/30/2020	1,000,928.56	1,000,000.00	911,280.00	0.640	0.597	0.605	12/30/2025	1,004
3135G05G4	2808	Federal National Mortgage Asso	01/20/2023	1,481,830.59	1,500,000.00	1,482,690.00	0.250	4.688	4.753	07/10/2023	100
880591CJ9	1508	Tennessee Valley Authority	11/20/2015	1,087,278.72	1,000,000.00	1,065,900.00	6.750	2.807	2.846	11/01/2025	945
880591ER9	1519	Tennessee Valley Authority	01/15/2016	752,669.12	750,000.00	729,907.50	2.875	2.564	2.600	09/15/2024	533
880591CJ9	1589	Tennessee Valley Authority	04/18/2016	853,073.20	775,000.00	826,072.50	6.750	2.337	2.370	11/01/2025	945
880591CJ9	1714	Tennessee Valley Authority	11/10/2016	1,377,425.26	1,250,000.00	1,332,375.00	6.750	2.317	2.350	11/01/2025	945
Subtotal and Average				205,203,757.60	204,590,000.00	183,078,719.71		1.577	1.599		1,701
Treasury Securities (Notes)											
91282CBC4	2505 TB	U.S. Treasury	02/26/2021	1,485,149.97	1,500,000.00	1,367,220.00	0.375	0.731	0.742	12/31/2025	1,005
91282CBQ3	2516 TB	U.S. Treasury	03/09/2021	1,485,849.44	1,500,000.00	1,363,305.00	0.500	0.819	0.831	02/28/2026	1,064
91282CCP4	2587 TB	U.S. Treasury	09/24/2021	1,486,525.73	1,500,000.00	1,353,045.00	0.625	0.888	0.901	07/31/2026	1,217
91282CFN6	2701 TB	U.S. Treasury	10/07/2022	1,000,709.60	1,000,000.00	998,870.00	4.250	4.142	4.199	09/30/2024	548
91282CER8	2740 TB	U.S. Treasury	11/23/2022	1,463,255.70	1,500,000.00	1,466,370.00	2.500	4.636	4.700	05/31/2024	426
Subtotal and Average				6,921,490.44	7,000,000.00	6,548,810.00		2.103	2.132		874
Municipal Bonds											
010878AS5	2173 MUN	County of Alameda	12/05/2019	306,397.83	290,000.00	287,929.40	4.000	2.139	2.168	08/01/2026	1,218
010878BK1	2691 MUN	County of Alameda	09/21/2022	1,434,009.40	1,500,000.00	1,428,030.00	3.699	4.281	4.340	08/01/2031	3,044
010831DS1	2005 MUN	Alameda County Joint Pws Auth.	12/24/2018	506,419.54	505,000.00	495,430.25	3.365	3.175	3.220	06/01/2025	792
010831DT9	2566 MUN	Alameda County Joint Pws Auth.	08/13/2021	118,344.79	110,000.00	106,931.00	3.395	0.925	0.938	06/01/2026	1,157
010411CT1	2835 MUN	State of Alabama	02/15/2023	975,310.40	1,000,000.00	976,680.00	3.450	4.142	4.200	11/01/2026	1,310
03667PFN7	2069 MUN	Antelope Valley Community Coll	08/16/2019	507,115.29	500,000.00	490,245.00	3.026	1.876	1.902	08/01/2024	488
03667PHJ4	2694 MUN	Antelope Valley Community Coll	09/23/2022	917,100.47	1,080,000.00	906,325.20	1.661	4.389	4.450	08/01/2029	2,314
03667PGA4	2705 MUN	Antelope Valley Community Coll	10/17/2022	243,138.43	300,000.00	250,977.00	2.338	5.128	5.200	08/01/2031	3,044

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
03667PFZ0	2727 MUN	Antelope Valley Community Coll	11/10/2022	268,773.38	335,000.00	284,224.05	2.218	5.640	5.719	08/01/2030	2,679
03667PHL9	2784 MUN	Antelope Valley Community Coll	01/05/2023	533,591.22	675,000.00	542,767.50	1.861	4.911	4.980	08/01/2031	3,044
072024XC1	2558 MUN	Bay Area Toll Authority	07/26/2021	1,766,937.09	1,750,000.00	1,591,485.00	1.079	0.739	0.750	04/01/2026	1,096
084154G49	2817 MUN	Berkeley Unified School Dist.	01/26/2023	203,336.05	250,000.00	201,845.00	1.856	4.524	4.586	08/01/2031	3,044
088006KA8	2612 MUN	Beverly Hills Public Fing Auth	11/15/2021	349,429.30	350,000.00	316,372.00	1.147	1.183	1.200	06/01/2026	1,157
088006KB6	2680 MUN	Beverly Hills Public Fing Auth	04/01/2022	461,271.77	490,000.00	433,400.10	1.327	2.810	2.850	06/01/2027	1,522
088023PL4	2682 MUN	Beverly Hills Unified Sch Dist	04/13/2022	920,556.28	920,000.00	872,049.60	2.700	2.644	2.681	08/01/2026	1,218
121457EQ4	1548 MUN	Burlingame School District	02/24/2016	373,351.68	355,000.00	362,785.15	6.238	3.557	3.606	08/01/2025	853
119174AJ9	2734 MUN	City of Buena Park	11/18/2022	552,231.12	685,000.00	565,488.05	1.882	5.076	5.147	07/01/2030	2,648
12082SDN1	2570 MUN	Burbank Unified School Distri.	08/30/2021	1,013,212.87	1,000,000.00	910,850.00	1.367	0.947	0.960	08/01/2026	1,218
127109QD1	2119 MUN	Cabrillo Community College Dis	10/08/2019	2,000,000.00	2,000,000.00	1,835,380.00	2.385	2.342	2.375	08/01/2027	1,583
142665DJ4	1857 MUN	Carlsbad Unified School Dist .	09/27/2017	325,890.97	305,000.00	312,759.20	5.234	2.850	2.890	08/01/2026	1,218
13034AL73	2666 MUN	CA Infrastructure -Econ Dev Bk	02/16/2022	201,529.62	210,000.00	188,136.90	1.035	2.224	2.254	10/01/2026	1,279
13067WRC8	2633 MUN	CA ST Dept of WTR Resources	12/13/2021	177,529.01	180,000.00	164,361.60	0.790	1.301	1.320	12/01/2025	975
13067WRD6	2645 MUN	CA ST Dept of WTR Resources	12/23/2021	294,391.86	300,000.00	266,904.00	0.920	1.430	1.450	12/01/2026	1,340
15722TJR3	2564 MUN	Chabot-Las Positas CCD	08/16/2021	286,574.92	285,000.00	253,570.20	1.080	0.897	0.910	08/01/2026	1,218
15722TJQ5	2589 MUN	Chabot-Las Positas CCD	09/29/2021	124,913.39	125,000.00	114,273.75	0.880	0.897	0.910	08/01/2025	853
15722TJV4	2764 MUN	Chabot-Las Positas CCD	12/14/2022	615,123.88	770,000.00	629,906.20	1.790	5.069	5.140	08/01/2030	2,679
15722TJS1	2830 MUN	Chabot-Las Positas CCD	02/13/2023	180,464.10	205,000.00	178,120.40	1.287	4.296	4.356	08/01/2027	1,583
15722TJQ5	2842 MUN	Chabot-Las Positas CCD	03/07/2023	913,530.56	1,000,000.00	914,190.00	0.880	4.783	4.850	08/01/2025	853
157432KL8	2698 MUN	Chaffey Community Clg District	10/06/2022	252,756.50	300,000.00	258,504.00	2.329	4.931	5.000	06/01/2030	2,618
157432KK0	2712 MUN	Chaffey Community Clg District	10/21/2022	421,231.97	500,000.00	437,695.00	2.229	5.216	5.289	06/01/2029	2,253
17131RAU0	2653 MUN	City of Chula Vista	01/10/2022	973,861.48	1,000,000.00	880,890.00	0.840	1.676	1.700	06/01/2026	1,157
13124MCE3	2544 MUN	Calleguas Municipal Water Dist	07/01/2021	563,586.72	550,000.00	472,499.50	1.865	1.425	1.445	07/01/2029	2,283
13124MCB9	2646 MUN	Calleguas Municipal Water Dist	12/27/2021	597,103.82	600,000.00	539,784.00	1.097	1.233	1.250	07/01/2026	1,187
13124MCB9	2791 MUN	Calleguas Municipal Water Dist	01/09/2023	151,876.59	170,000.00	152,938.80	1.097	4.625	4.690	07/01/2026	1,187
134159A77	2753 MUN	Campbell Union High Sch Dist	12/07/2022	411,152.38	500,000.00	415,445.00	1.472	4.714	4.780	08/01/2029	2,314
219766QU9	2704 MUN	Corona-Norco Unified School Di	10/14/2022	568,043.46	700,000.00	581,826.00	2.114	5.178	5.250	09/01/2030	2,710
21969AAJ1	2601 MUN	City of Corona	10/14/2021	505,196.13	500,000.00	418,605.00	2.242	2.052	2.081	05/01/2030	2,587
212204JJ1	2103 MUN	Contra Costa Community College	09/12/2019	402,184.68	400,000.00	359,468.00	2.213	2.071	2.100	08/01/2028	1,949
212204JK8	2120 MUN	Contra Costa Community College	09/20/2019	974,731.64	990,000.00	874,288.80	2.263	2.505	2.539	08/01/2029	2,314
212204JK8	2244 MUN	Contra Costa Community College	02/07/2020	1,511,379.96	1,500,000.00	1,324,680.00	2.263	2.100	2.130	08/01/2029	2,314
212204JF9	2291 MUN	Contra Costa Community College	03/09/2020	325,590.54	320,000.00	301,974.40	1.918	1.128	1.143	08/01/2025	853
212204LM1	2555 MUN	Contra Costa Community College	08/02/2021	1,017,129.52	1,000,000.00	905,900.00	1.300	0.764	0.775	08/01/2026	1,218

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Municipal Bonds											
250375JX1	2611 MUN	Desert Community Clg Dist	11/12/2021	197,258.82	200,000.00	174,872.00	1.169	1.479	1.500	08/01/2027	1,583
250375LA8	2738 MUN	Desert Community Clg Dist	11/23/2022	184,461.00	200,000.00	189,152.00	3.000	4.965	5.034	08/01/2027	1,583
250433UA5	2635 MUN	Desert Sands Unif Sch District	12/16/2021	896,179.32	880,000.00	811,201.60	1.982	1.390	1.410	08/01/2026	1,218
284035AK8	2696 MUN	City of El Segundo	09/29/2022	755,599.52	935,000.00	772,805.55	2.267	5.118	5.190	07/01/2031	3,013
3133EPAF2	2829	Federal Farm Credit Bank .	02/10/2023	499,378.28	500,000.00	499,775.00	4.750	4.833	4.900	02/08/2024	313
313383YJ4	2833	Federal Home Loan Bank	02/14/2023	1,171,826.76	1,180,000.00	1,172,613.20	3.375	4.932	5.001	09/08/2023	160
357172VA0	1646 MUN	Fremont Union High School Distr	06/28/2016	548,416.16	510,000.00	526,763.70	6.080	2.994	3.035	02/01/2026	1,037
357172C52	2595 MUN	Fremont Union High School Distr	10/01/2021	238,005.21	235,000.00	192,222.95	2.020	1.825	1.851	08/01/2031	3,044
345102PF8	2699 MUN	Foothill-De Anza Comm Clg Dist	10/06/2022	1,171,825.32	1,230,000.00	1,167,516.00	0.575	4.241	4.300	08/01/2024	488
345102PG6	2818 MUN	Foothill-De Anza Comm Clg Dist	01/27/2023	500,656.22	540,000.00	498,441.60	0.906	4.172	4.230	08/01/2025	853
359819DN6	1916 MUN	Fullerton School District	02/14/2018	997,605.87	995,000.00	955,667.65	3.160	3.028	3.070	08/01/2026	1,218
359819DM8	1917 MUN	Fullerton School District	02/14/2018	750,618.98	750,000.00	724,845.00	3.040	2.959	3.000	08/01/2025	853
359819DN6	2085 MUN	Fullerton School District	08/29/2019	378,825.47	365,000.00	350,571.55	3.160	1.913	1.940	08/01/2026	1,218
3733844V5	1666 MUN	State of Georgia	07/29/2016	1,836,482.48	1,825,000.00	1,760,614.00	2.375	1.972	1.999	02/01/2025	672
373384RX6	1775 MUN	State of Georgia	04/10/2017	256,768.44	250,000.00	246,555.00	4.000	2.739	2.777	10/01/2025	914
373384RY4	1919 MUN	State of Georgia	01/26/2018	1,138,216.85	1,095,000.00	1,088,221.95	4.310	2.979	3.020	10/01/2026	1,279
373384RY4	1945 MUN	State of Georgia	03/19/2018	206,434.38	200,000.00	198,762.00	4.310	3.204	3.248	10/01/2026	1,279
373384SP2	1962 MUN	State of Georgia	10/25/2018	391,082.65	390,000.00	387,644.40	3.740	3.093	3.136	10/01/2023	183
373385BU6	1967 MUN	State of Georgia	10/31/2018	341,421.46	350,000.00	332,290.00	2.720	3.412	3.460	02/01/2027	1,402
373384RV0	2086 MUN	State of Georgia	08/29/2019	1,514,015.42	1,500,000.00	1,490,805.00	3.720	1.749	1.774	10/01/2023	183
373384RY4	2229 MUN	State of Georgia	01/31/2020	459,087.84	425,000.00	422,369.25	4.310	1.837	1.863	10/01/2026	1,279
373384RW8	2332 MUN	State of Georgia	03/23/2020	1,027,270.65	1,000,000.00	985,480.00	3.820	1.889	1.915	10/01/2024	549
378612AL9	2109 MUN	City of Glendora	09/16/2019	1,339,669.42	1,345,000.00	1,199,928.30	2.265	2.318	2.350	06/01/2028	1,888
378612AL9	2137 MUN	City of Glendora	10/02/2019	400,744.24	400,000.00	356,856.00	2.265	2.194	2.225	06/01/2028	1,888
378612AJ4	2590 MUN	City of Glendora	09/29/2021	1,407,778.87	1,365,000.00	1,263,457.65	2.108	1.075	1.090	06/01/2026	1,157
378460ZC6	2697 MUN	Glendale Unified School Dist.	09/30/2022	314,824.07	400,000.00	324,452.00	1.842	4.941	5.010	09/01/2031	3,075
378460A74	2739 MUN	Glendale Unified School Dist.	11/25/2022	458,848.22	535,000.00	466,236.45	1.113	4.686	4.751	09/01/2027	1,614
399267HH9	2721 MUN	Grossmont-Cuyamaca Cmnty Clg D	11/02/2022	384,918.15	450,000.00	400,041.00	1.482	5.227	5.300	08/01/2027	1,583
419792DA1	1685 MUN	State of Hawaii	10/19/2016	1,067,081.01	1,045,000.00	1,007,850.25	3.150	2.431	2.465	10/01/2026	1,279
419791YS1	1961 MUN	State of Hawaii	10/25/2018	257,449.14	250,000.00	252,907.50	5.230	3.363	3.410	02/01/2025	672
419791YT9	1995 MUN	State of Hawaii	12/06/2018	839,598.97	800,000.00	820,080.00	5.330	3.304	3.350	02/01/2026	1,037
419792F92	2820 MUN	State of Hawaii	01/30/2023	650,936.91	700,000.00	648,130.00	1.033	4.172	4.230	08/01/2025	853
446201AE5	2560 MUN	City of Huntington Beach	08/12/2021	1,013,195.19	1,000,000.00	897,070.00	1.344	0.909	0.921	06/15/2026	1,171
446201AE5	2562 MUN	City of Huntington Beach	08/13/2021	1,012,626.43	1,000,000.00	897,070.00	1.344	0.927	0.939	06/15/2026	1,171

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Municipal Bonds											
446216HN6	2790 MUN	City of Huntington Beach	01/09/2023	669,124.04	805,000.00	684,853.75	1.731	4.931	5.000	05/01/2029	2,222
446201AE5	2840 MUN	City of Huntington Beach	03/03/2023	154,330.02	175,000.00	156,987.25	1.344	5.340	5.414	06/15/2026	1,171
530319SP8	2768 MUN	Liberty Union High Sch Distr	12/15/2022	451,394.67	530,000.00	456,282.30	1.484	4.614	4.678	08/01/2028	1,949
503433AK0	2660 MUN	City of La Habra	02/07/2022	499,912.13	500,000.00	426,215.00	2.673	2.638	2.675	08/01/2031	3,044
544290JH3	2681 MUN	Los Altos Elementary Sch Distr	03/24/2022	488,738.59	500,000.00	473,450.00	1.000	2.522	2.557	10/01/2024	549
544351KS7	1748 MUN	City of Los Angeles	02/14/2017	1,000,113.28	1,000,000.00	989,320.00	2.640	2.784	2.823	09/01/2023	153
544351NP0	1969 MUN	City of Los Angeles	11/02/2018	292,553.11	295,000.00	285,565.90	3.300	3.530	3.579	09/01/2026	1,249
544351MS5	2008 MUN	City of Los Angeles	01/07/2019	1,011,455.88	1,000,000.00	974,300.00	3.500	3.077	3.119	09/01/2026	1,249
544351NQ8	2200 MUN	City of Los Angeles	01/06/2020	873,935.39	840,000.00	809,314.80	3.400	2.360	2.393	09/01/2027	1,614
544351LQ0	2213 MUN	City of Los Angeles	01/22/2020	1,018,791.48	985,000.00	914,503.55	3.050	2.413	2.446	09/01/2029	2,345
544351KV0	2283 MUN	City of Los Angeles	03/05/2020	1,052,122.30	1,000,000.00	963,320.00	3.150	1.519	1.541	09/01/2026	1,249
544351QX0	2692 MUN	City of Los Angeles	09/28/2022	999,525.61	1,000,000.00	981,750.00	4.400	4.346	4.406	09/01/2032	3,441
544351MR7	2783 MUN	City of Los Angeles	12/23/2022	290,970.15	300,000.00	293,970.00	3.450	4.724	4.790	09/01/2025	884
544351KT5	2800 MUN	City of Los Angeles	01/17/2023	303,654.34	310,000.00	302,715.00	2.840	4.290	4.350	09/01/2024	519
54438CYN6	2487 MUN	Los Angeles Community College	01/28/2021	1,024,174.27	1,000,000.00	848,490.00	1.806	1.432	1.452	08/01/2030	2,679
54438CYL0	2592 MUN	Los Angeles Community College	09/30/2021	250,770.25	250,000.00	225,655.00	1.174	1.064	1.078	08/01/2026	1,218
54438CYL0	2614 MUN	Los Angeles Community College	11/15/2021	1,496,306.60	1,500,000.00	1,353,930.00	1.174	1.233	1.250	08/01/2026	1,218
54438CYL0	2642 MUN	Los Angeles Community College	12/21/2021	273,880.78	275,000.00	248,220.50	1.174	1.282	1.300	08/01/2026	1,218
5447122K7	2641 MUN	Los Angeles Cnty Met Tran Auth	12/21/2021	1,085,520.89	1,000,000.00	1,007,610.00	5.130	1.085	1.100	06/01/2025	792
544495VX9	1949 MUN	Los Angeles Dept. of WTR & PWR	03/29/2018	1,620,838.78	1,500,000.00	1,564,050.00	5.516	3.254	3.300	07/01/2027	1,552
544495VX9	1965 MUN	Los Angeles Dept. of WTR & PWR	10/29/2018	453,657.24	425,000.00	443,147.50	5.516	3.600	3.650	07/01/2027	1,552
57582PUT5	2227 MUN	State of Massachusetts	01/30/2020	284,603.78	250,000.00	254,375.00	4.910	2.331	2.363	05/01/2029	2,222
57582PUT5	2543 MUN	State of Massachusetts	07/01/2021	1,195,010.96	1,000,000.00	1,017,500.00	4.910	1.484	1.505	05/01/2029	2,222
57582PUS7	2684 MUN	State of Massachusetts	04/05/2022	1,065,787.73	1,000,000.00	1,021,120.00	4.760	2.968	3.010	05/01/2027	1,491
5741926N5	2184 MUN	State of Maryland	12/16/2019	524,411.85	500,000.00	498,310.00	4.350	2.089	2.118	08/01/2025	853
5741926N5	2581 MUN	State of Maryland	09/23/2021	265,548.86	245,000.00	244,171.90	4.350	0.690	0.700	08/01/2025	853
574204WH2	2134 MUN	State of Maryland - Dept/Trans	10/15/2019	1,004,997.24	1,000,000.00	999,390.00	4.450	1.893	1.920	06/15/2023	75
5946108C4	2002 MUN	State of Michigan	12/21/2018	832,870.22	825,000.00	808,599.00	3.850	3.452	3.500	05/15/2026	1,140
601670ML3	2746 MUN	Milpitas Unified School Distr	12/02/2022	530,595.35	630,000.00	542,757.60	1.451	4.802	4.869	08/01/2028	1,949
562784AM0	2647 MUN	City of Manhattan Beach	01/05/2022	658,369.92	650,000.00	538,395.00	2.341	2.129	2.159	01/01/2032	3,197
586840ND8	2104 MUN	Menlo Park City School Dist.	10/08/2019	1,000,000.00	1,000,000.00	919,210.00	2.214	2.183	2.214	07/01/2027	1,552
62451FJE1	2708 MUN	Mtn. View-Whisman School Dist.	10/19/2022	1,041,458.63	1,135,000.00	1,057,150.35	1.893	4.487	4.550	09/01/2026	1,249
56781RGU5	1858 MUN	Marin Community College Dist.	09/28/2017	508,301.95	500,000.00	482,695.00	3.272	2.791	2.830	08/01/2027	1,583
56781RGT8	1973 MUN	Marin Community College Dist.	11/05/2018	118,857.20	120,000.00	116,236.80	3.172	3.452	3.500	08/01/2026	1,218

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Municipal Bonds											
56781RJL2	2084 MUN	Marin Community College Dist.	08/29/2019	264,317.32	250,000.00	241,915.00	3.330	1.874	1.900	08/01/2027	1,583
56781RJJ7	2287 MUN	Marin Community College Dist.	03/06/2020	336,457.71	310,000.00	314,863.90	5.000	1.193	1.210	08/01/2025	853
56781RKH9	2495 MUN	Marin Community College Dist.	02/25/2021	1,000,000.00	1,000,000.00	816,130.00	1.451	1.431	1.451	08/01/2030	2,679
56781RKH9	2499 MUN	Marin Community College Dist.	02/25/2021	708,068.20	710,000.00	579,452.30	1.451	1.470	1.490	08/01/2030	2,679
56781RKU0	2568 MUN	Marin Community College Dist.	09/14/2021	1,000,000.00	1,000,000.00	898,620.00	0.893	0.880	0.893	08/01/2026	1,218
56781RKD8	2588 MUN	Marin Community College Dist.	09/29/2021	281,662.46	285,000.00	254,231.40	0.679	1.025	1.040	08/01/2026	1,218
623040GX4	1489 MUN	Mt. San Antonio Community Coll	10/26/2015	1,341,338.65	1,335,000.00	1,331,302.05	4.103	2.490	2.525	08/01/2023	122
623040KQ4	2208 MUN	Mt. San Antonio Community Coll	02/04/2020	230,000.00	230,000.00	206,466.40	2.569	2.533	2.569	08/01/2029	2,314
623040KX9	2661 MUN	Mt. San Antonio Community Coll	02/07/2022	808,289.05	785,000.00	695,329.45	2.649	2.173	2.203	08/01/2030	2,679
605581LM7	1968 MUN	State of Mississippi	11/07/2018	1,515,209.34	1,500,000.00	1,470,105.00	3.751	3.377	3.424	11/01/2026	1,310
605581LM7	1972 MUN	State of Mississippi	11/07/2018	504,677.04	500,000.00	490,035.00	3.751	3.401	3.449	11/01/2026	1,310
605581HL4	2087 MUN	State of Mississippi	08/30/2019	764,461.40	750,000.00	729,885.00	2.987	1.745	1.770	12/01/2024	610
605581HL4	2090 MUN	State of Mississippi	09/04/2019	509,332.27	500,000.00	486,590.00	2.987	1.783	1.807	12/01/2024	610
6055805W5	2096 MUN	State of Mississippi	09/09/2019	160,094.83	150,000.00	150,775.50	4.681	1.888	1.914	11/01/2025	945
6055805V7	2189 MUN	State of Mississippi	12/19/2019	258,993.28	250,000.00	249,237.50	4.511	2.079	2.108	11/01/2024	580
605581LJ4	2329 MUN	State of Mississippi	03/20/2020	1,009,948.33	1,000,000.00	991,030.00	3.408	1.626	1.649	11/01/2023	214
605581QR1	2626 MUN	State of Mississippi	12/09/2021	1,007,433.41	1,000,000.00	833,370.00	2.117	1.992	2.020	10/01/2031	3,105
605581LL9	2629 MUN	State of Mississippi	12/06/2021	266,083.04	250,000.00	245,067.50	3.646	1.080	1.095	11/01/2025	945
605581FF9	2713 MUN	State of Mississippi	10/21/2022	908,557.99	1,000,000.00	941,200.00	3.729	4.961	5.030	10/01/2032	3,471
630337AL7	2055 MUN	City of Napa Solid Waste	08/08/2019	596,532.33	595,000.00	574,026.25	2.200	1.968	1.996	08/01/2024	488
64985HWS2	2007 MUN	New York St Envrnmntl Facs	01/04/2019	445,847.07	450,000.00	435,528.00	2.120	2.860	2.900	07/15/2024	471
6500357D4	2097 MUN	New York State Urban Dev Corp.	09/09/2019	718,661.27	700,000.00	678,293.00	3.070	2.071	2.100	03/15/2026	1,079
650036AV8	2683 MUN	New York State Urban Dev Corp.	03/28/2022	951,574.44	1,000,000.00	900,070.00	1.496	2.777	2.816	03/15/2027	1,444
649791PQ7	2146 MUN	New York State Envrnmntl Corp	10/31/2019	1,500,780.14	1,500,000.00	1,432,575.00	2.120	2.063	2.091	02/15/2025	686
649791PS3	2224 MUN	New York State Envrnmntl Corp	01/30/2020	588,349.92	580,000.00	538,477.80	2.360	1.933	1.960	02/15/2027	1,416
649791PR5	2575 MUN	New York State Envrnmntl Corp	09/13/2021	1,561,455.45	1,500,000.00	1,412,190.00	2.260	0.794	0.805	02/15/2026	1,051
649791PS3	2677 MUN	New York State Envrnmntl Corp	03/16/2022	1,000,063.04	1,000,000.00	928,410.00	2.360	2.325	2.358	02/15/2027	1,416
649791PS3	2678 MUN	New York State Envrnmntl Corp	03/21/2022	998,530.14	1,000,000.00	928,410.00	2.360	2.367	2.400	02/15/2027	1,416
672240WY0	2293 MUN	City of Oakland	03/09/2020	1,561,740.98	1,500,000.00	1,287,930.00	2.110	1.436	1.456	01/15/2030	2,481
672240WY0	2307 MUN	City of Oakland	03/13/2020	1,542,010.99	1,500,000.00	1,287,930.00	2.110	1.638	1.661	01/15/2030	2,481
672240WY0	2313 MUN	City of Oakland	03/16/2020	1,068,879.56	1,080,000.00	927,309.60	2.110	2.247	2.279	01/15/2030	2,481
672240WX2	2316 MUN	City of Oakland	03/16/2020	1,491,150.05	1,500,000.00	1,315,770.00	2.070	2.151	2.181	01/15/2029	2,116
672319CF5	2630 MUN	City of Oakland Pension	12/06/2021	486,322.94	450,000.00	449,127.00	4.676	1.562	1.584	12/15/2025	989
677765GY9	2165 MUN	Ohlone Community College Distr	11/22/2019	598,424.79	600,000.00	550,050.00	2.237	2.271	2.303	08/01/2027	1,583

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
677765GY9	2175 MUN	Ohlone Community College Distr	12/06/2019	278,639.66	280,000.00	256,690.00	2.237	2.327	2.360	08/01/2027	1,583
677765HA0	2179 MUN	Ohlone Community College Distr	12/11/2019	965,729.76	970,000.00	859,061.10	2.337	2.382	2.415	08/01/2029	2,314
677765GZ6	2341 MUN	Ohlone Community College Distr	05/08/2020	1,208,995.95	1,185,000.00	1,067,471.70	2.287	1.849	1.875	08/01/2028	1,949
677522JB1	1688 MUN	State of Ohio	09/13/2016	800,201.01	800,000.00	798,392.00	2.110	1.764	1.788	05/01/2023	30
677522JB1	1742 MUN	State of Ohio	01/31/2017	1,999,370.93	2,000,000.00	1,995,980.00	2.110	2.485	2.520	05/01/2023	30
6775207G7	1832 MUN	State of Ohio	06/30/2017	920,788.78	900,000.00	902,538.00	4.971	2.416	2.450	04/01/2024	366
677521CT1	2308 MUN	State of Ohio	03/13/2020	556,765.98	500,000.00	518,030.00	5.262	1.710	1.734	09/01/2026	1,249
683050BW7	2847 MUN	City of Ontario (Pub Fin Auth)	03/17/2023	545,525.54	600,000.00	544,722.00	1.440	4.339	4.400	08/01/2026	1,218
68442CCY0	2578 MUN	Orange Cnty Water District	09/16/2021	325,264.00	315,000.00	298,393.20	2.095	0.690	0.700	08/15/2025	867
685585FD8	1910 MUN	Orchard School District	01/25/2018	199,073.43	200,000.00	194,184.00	3.125	3.208	3.253	08/01/2027	1,583
68607LXQ5	1974 MUN	State of Oregon	11/06/2018	535,457.32	500,000.00	522,605.00	5.892	3.516	3.565	06/01/2027	1,522
68607LXQ5	2015 MUN	State of Oregon	01/16/2019	481,622.84	445,000.00	465,118.45	5.892	3.537	3.587	06/01/2027	1,522
68609TDT2	2223 MUN	State of Oregon	01/30/2020	579,275.33	570,000.00	561,381.60	3.227	1.641	1.664	05/01/2024	396
68607LXQ5	2230 MUN	State of Oregon	01/31/2020	556,031.25	495,000.00	517,378.95	5.892	2.583	2.619	06/01/2027	1,522
68607LXQ5	2266 MUN	State of Oregon	02/24/2020	1,127,743.60	1,000,000.00	1,045,210.00	5.892	2.482	2.517	06/01/2027	1,522
68609BXT9	2310 MUN	State of Oregon	03/13/2020	373,910.95	350,000.00	333,903.50	3.080	1.302	1.320	05/01/2027	1,491
68609TVS4	2378 MUN	State of Oregon	07/02/2020	360,173.59	355,000.00	293,940.00	1.672	1.433	1.452	06/01/2030	2,618
68608KA24	2542 MUN	State of Oregon	07/01/2021	1,065,447.85	870,000.00	912,595.20	5.332	1.943	1.970	08/01/2030	2,679
68609TU30	2549 MUN	State of Oregon	07/08/2021	1,245,893.31	1,225,000.00	1,062,160.75	1.484	1.134	1.150	08/01/2028	1,949
68609TT81	2584 MUN	State of Oregon	09/24/2021	265,625.91	265,000.00	244,417.45	0.803	0.690	0.700	08/01/2025	853
68609TZT8	2624 MUN	State of Oregon	11/19/2021	247,372.34	250,000.00	225,065.00	0.984	1.292	1.310	08/01/2026	1,218
68609T3M8	2627 MUN	State of Oregon	11/26/2021	899,159.87	900,000.00	741,618.00	2.037	2.020	2.048	11/01/2031	3,136
68607LXQ5	2679 MUN	State of Oregon	04/01/2022	1,098,330.65	1,000,000.00	1,045,210.00	5.892	3.259	3.304	06/01/2027	1,522
692039QX1	2859 MUN	Oxnard Union High School Distr	03/23/2023	441,425.38	500,000.00	441,800.00	1.512	4.458	4.520	08/01/2027	1,583
69511AAS3	2138 MUN	City of Pacifica	10/23/2019	1,016,196.57	1,015,000.00	967,904.00	2.563	2.469	2.503	06/01/2025	792
69511AAT1	2139 MUN	City of Pacifica	10/23/2019	580,250.24	580,000.00	545,501.60	2.663	2.611	2.647	06/01/2026	1,157
702274CP4	1985 MUN	Pasadena CA Public Finance Aut	12/06/2018	665,762.88	665,000.00	658,895.30	3.438	3.205	3.250	12/01/2023	244
70227RBM1	2573 MUN	Pasadena CA Public Finance Aut	09/09/2021	123,862.96	120,000.00	110,880.00	1.984	0.903	0.915	05/01/2026	1,126
702274CS8	2615 MUN	Pasadena CA Public Finance Aut	12/01/2021	590,760.87	550,000.00	531,041.50	3.500	1.380	1.400	12/01/2026	1,340
697379TV7	2838 MUN	Palo Alto Unified School Dist.	02/17/2023	1,562,419.92	1,500,000.00	1,585,729.20	5.862	4.698	4.764	07/01/2027	1,552
697379TV7	2839 MUN	Palo Alto Unified School Dist.	02/21/2023	1,563,339.08	1,500,000.00	1,585,729.20	5.862	4.683	4.748	07/01/2027	1,552
697379TV7	2841 MUN	Palo Alto Unified School Dist.	03/06/2023	1,527,530.56	1,480,000.00	1,564,586.14	5.862	4.941	5.010	07/01/2027	1,552
697511FU2	2582 MUN	Polomar Community Clge Distri	10/13/2021	1,000,000.00	1,000,000.00	898,240.00	1.031	1.016	1.031	08/01/2026	1,218
697511FD0	2676 MUN	Polomar Community Clge Distri	03/15/2022	323,159.37	335,000.00	302,632.30	1.199	2.288	2.320	08/01/2026	1,218

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
757710UE6	2388 MUN	Redondo Beach Unified School D	08/06/2020	760,266.26	750,000.00	611,040.00	1.660	1.439	1.459	08/01/2030	2,679
757710UE6	2763 MUN	Redondo Beach Unified School D	12/14/2022	576,566.84	715,000.00	582,524.80	1.660	4.783	4.850	08/01/2030	2,679
757696AX7	2724 MUN	City of Redondo Beach	11/07/2022	552,033.66	725,000.00	606,643.75	2.191	5.917	6.000	05/01/2031	2,952
76222RYN6	2192 MUN	State of Rhode Island	12/20/2019	259,800.91	260,000.00	247,821.60	2.000	2.231	2.262	01/15/2025	655
76222RXB3	2219 MUN	State of Rhode Island	01/27/2020	1,578,377.04	1,500,000.00	1,416,315.00	3.250	2.077	2.106	04/01/2028	1,827
76222RXB3	2239 MUN	State of Rhode Island	02/06/2020	581,076.22	550,000.00	519,315.50	3.250	1.990	2.018	04/01/2028	1,827
76886PJP9	2596 MUN	Riverside Cmnty College Distt.	10/04/2021	1,369,601.87	1,365,000.00	1,220,187.15	1.124	1.006	1.020	08/01/2026	1,218
76886PJS3	2733 MUN	Riverside Cmnty College Distt.	11/17/2022	461,669.47	560,000.00	473,502.40	1.785	5.022	5.092	08/01/2029	2,314
752147HH4	2522 MUN	Rancho Santiago Comm College D	03/29/2021	450,000.00	450,000.00	424,422.00	0.634	0.625	0.633	09/01/2024	519
752147HK7	2805 MUN	Rancho Santiago Comm College D	01/19/2023	569,912.50	635,000.00	563,759.35	0.956	4.164	4.222	09/01/2026	1,249
757889EH9	2130 MUN	Redwood City School District	10/16/2019	1,000,000.00	1,000,000.00	916,730.00	2.284	2.252	2.284	08/01/2027	1,583
757889EG1	2253 MUN	Redwood City School District	02/13/2020	1,109,014.87	1,095,000.00	1,018,196.70	2.159	1.727	1.751	08/01/2026	1,218
801139AE6	2603 MUN	City of Santa Ana	10/18/2021	174,638.02	175,000.00	154,971.25	1.176	1.223	1.240	08/01/2026	1,218
801139AF3	2747 MUN	City of Santa Ana	12/02/2022	1,070,167.96	1,250,000.00	1,083,562.50	1.465	5.178	5.250	08/01/2027	1,583
801315KU5	2385 MUN	Santa Barbara Unified School D	07/21/2020	494,293.49	490,000.00	415,652.30	1.653	1.483	1.504	08/01/2029	2,314
796720NC0	2166 MUN	San Bernardino Cmty College Di	12/12/2019	1,500,000.00	1,500,000.00	1,384,185.00	2.590	2.554	2.590	08/01/2028	1,949
796720NV8	2365 MUN	San Bernardino Cmty College Di	07/07/2020	2,000,000.00	2,000,000.00	1,731,720.00	1.848	1.822	1.848	08/01/2029	2,314
796720NF3	2723 MUN	San Bernardino Cmty College Di	11/04/2022	411,224.98	500,000.00	445,275.00	2.840	5.482	5.558	08/01/2031	3,044
801546PH9	1897 MUN	County of Santa Clara	01/11/2018	1,340,123.82	1,340,000.00	1,329,266.60	2.500	2.436	2.470	08/01/2023	122
801546PJ5	1899 MUN	County of Santa Clara	01/12/2018	1,460,000.00	1,460,000.00	1,424,916.20	2.680	2.643	2.680	08/01/2024	488
801686TF3	2557 MUN	Santa Clarita Community Colleg	08/02/2021	1,266,158.98	1,250,000.00	1,125,400.00	1.146	0.742	0.752	08/01/2026	1,218
80168NHY8	2750 MUN	Santa Clara Vly Transportation	12/05/2022	363,502.54	455,000.00	372,381.10	1.622	5.030	5.100	04/01/2030	2,557
80168ACV7	2181 MUN	Santa Clara Valley Water Dist.	12/12/2019	1,553,833.21	1,555,000.00	1,424,722.10	2.434	2.416	2.450	06/01/2028	1,888
80168FPC4	2793 MUN	Santa Clara Valley Water Dist.	01/12/2023	827,948.25	1,000,000.00	831,980.00	1.634	4.418	4.480	06/01/2030	2,618
80181PCT2	1906 MUN	Santa Cruz County Capital Fin.	01/25/2018	462,496.81	465,000.00	452,096.25	2.500	2.968	3.010	06/01/2024	427
80181PCU9	1907 MUN	Santa Cruz County Capital Fin.	01/25/2018	462,306.48	465,000.00	445,181.70	2.750	3.008	3.050	06/01/2025	792
80181PCV7	1908 MUN	Santa Cruz County Capital Fin.	01/25/2018	468,044.67	470,000.00	446,641.00	3.000	3.107	3.150	06/01/2026	1,157
80181PCW5	1909 MUN	Santa Cruz County Capital Fin.	01/25/2018	277,498.22	280,000.00	262,539.20	3.000	3.205	3.250	06/01/2027	1,522
801747AF3	2671 MUN	Santa Cruz MET Transit Dist.	03/03/2022	1,016,785.22	1,000,000.00	923,970.00	2.470	2.030	2.058	08/01/2027	1,583
797356DL3	2602 MUN	San Diego Unified Sch District	10/21/2021	1,010,067.36	1,000,000.00	825,350.00	1.984	1.824	1.850	07/01/2031	3,013
797356DL3	2606 MUN	San Diego Unified Sch District	10/23/2021	895,401.95	900,000.00	742,815.00	1.984	2.024	2.053	07/01/2031	3,013
797356DH2	2617 MUN	San Diego Unified Sch District	11/17/2021	268,169.86	270,000.00	234,179.10	1.599	1.712	1.736	07/01/2028	1,918
797356DF6	2693 MUN	San Diego Unified Sch District	09/23/2022	237,438.13	260,000.00	235,453.40	1.201	4.053	4.110	07/01/2026	1,187
797356DH2	2767 MUN	San Diego Unified Sch District	12/16/2022	875,004.21	1,000,000.00	867,330.00	1.599	4.241	4.300	07/01/2028	1,918

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
797272QS3	2550 MUN	San Diego Community College Di	07/09/2021	269,812.67	255,000.00	236,568.60	2.407	1.007	1.021	08/01/2027	1,583
797272RN3	2639 MUN	San Diego Community College Di	12/28/2021	1,995,035.06	1,980,000.00	1,805,918.40	1.445	1.193	1.210	08/01/2026	1,218
797272RT0	2651 MUN	San Diego Community College Di	01/10/2022	498,609.42	500,000.00	420,825.00	2.113	2.120	2.150	08/01/2031	3,044
797400MR6	2632 MUN	San Diego Regl Trans Commissio	12/08/2021	198,405.06	200,000.00	181,226.00	1.036	1.292	1.310	04/01/2026	1,096
797412DN0	2580 MUN	San Diego Cnty Wtr Authority	09/17/2021	876,867.79	875,000.00	790,650.00	0.971	0.887	0.900	05/01/2026	1,126
797412DM2	2600 MUN	San Diego Cnty Wtr Authority	10/08/2021	209,539.65	210,000.00	194,850.60	0.743	0.838	0.850	05/01/2025	761
797412DN0	2604 MUN	San Diego Cnty Wtr Authority	10/20/2021	248,657.59	250,000.00	225,900.00	0.971	1.134	1.150	05/01/2026	1,126
797412DN0	2623 MUN	San Diego Cnty Wtr Authority	11/19/2021	742,625.98	750,000.00	677,700.00	0.971	1.282	1.300	05/01/2026	1,126
797412DQ3	2688 MUN	San Diego Cnty Wtr Authority	09/12/2022	1,121,470.08	1,275,000.00	1,095,594.75	1.331	3.945	4.000	05/01/2028	1,857
797412DR1	2716 MUN	San Diego Cnty Wtr Authority	10/24/2022	182,220.82	225,000.00	188,606.25	1.431	5.079	5.150	05/01/2029	2,222
797412DS9	2722 MUN	San Diego Cnty Wtr Authority	11/03/2022	250,564.39	320,000.00	262,425.60	1.531	5.207	5.280	05/01/2030	2,587
79730CJQ8	2788 MUN	City of San Diego Water Fin. A	01/06/2023	415,867.91	505,000.00	426,447.25	2.283	4.835	4.902	08/01/2031	3,044
797508JW9	2536 MUN	San Dieguito Union High Sch Di	06/09/2021	430,000.00	430,000.00	388,049.20	1.074	1.059	1.074	08/01/2026	1,218
797508JX7	2537 MUN	San Dieguito Union High Sch Di	06/09/2021	435,000.00	435,000.00	386,423.55	1.372	1.353	1.372	08/01/2027	1,583
797508HF8	2674 MUN	San Dieguito Union High Sch Di	03/11/2022	431,702.81	435,000.00	403,053.60	1.860	2.070	2.099	08/01/2026	1,218
817409N35	2320 MUN	Sequoia Union High School Dist	03/18/2020	402,894.38	400,000.00	319,136.00	1.735	1.381	1.400	07/01/2025	822
817409N76	2531 MUN	Sequoia Union High School Dist	04/30/2021	256,120.37	250,000.00	219,292.50	2.103	1.658	1.681	07/01/2029	2,283
797646NC6	1509 MUN	City & County of San Francisco	11/27/2015	1,044,351.30	1,000,000.00	1,018,650.00	5.450	3.067	3.110	06/15/2025	806
797646T48	1711 MUN	City & County of San Francisco	11/01/2016	2,106,669.22	2,105,000.00	2,000,655.15	2.290	2.219	2.249	06/15/2025	806
797646T55	1712 MUN	City & County of San Francisco	11/01/2016	244,858.80	245,000.00	230,231.40	2.390	2.376	2.410	06/15/2026	1,171
797646T48	1839 MUN	City & County of San Francisco	07/14/2017	228,048.25	230,000.00	218,598.90	2.290	2.682	2.720	06/15/2025	806
797646ND4	2014 MUN	City & County of San Francisco	01/16/2019	1,510,001.54	1,420,000.00	1,469,856.20	5.600	3.304	3.350	06/15/2026	1,171
797646C5	2148 MUN	City & County of San Francisco	10/31/2019	1,103,292.98	1,120,000.00	990,382.40	2.100	2.337	2.369	06/15/2029	2,267
797646F8	2762 MUN	City & County of San Francisco	12/14/2022	471,461.96	575,000.00	488,692.50	2.350	4.744	4.810	06/15/2032	3,363
79772EBC2	1937 MUN	San Francisco Cmnty Facs Dist	03/02/2018	673,674.24	680,000.00	640,573.60	3.250	3.451	3.499	09/01/2027	1,614
79772ECL1	2132 MUN	San Francisco Cmnty Facs Dist	10/11/2019	374,145.45	350,000.00	328,303.50	3.648	2.398	2.431	09/01/2029	2,345
79772ECJ6	2309 MUN	San Francisco Cmnty Facs Dist	03/13/2020	140,073.36	130,000.00	123,579.30	3.468	1.577	1.599	09/01/2027	1,614
79772ECF4	2571 MUN	San Francisco Cmnty Facs Dist	08/30/2021	309,909.21	300,000.00	292,332.00	3.108	0.741	0.752	09/01/2024	519
79772EDY2	2608 MUN	San Francisco Cmnty Facs Dist	11/03/2021	585,922.08	575,000.00	486,116.50	2.591	2.305	2.337	09/01/2031	3,075
79772EDA4	2628 MUN	San Francisco Cmnty Facs Dist	11/29/2021	1,328,680.68	1,295,000.00	1,193,782.80	2.236	1.425	1.445	09/01/2026	1,249
797669XW3	2029 MUN	SF Bay Area Rapid Transit Dist	02/25/2019	199,958.05	200,000.00	198,678.00	2.621	2.672	2.710	07/01/2023	91
797669ZJ0	2572 MUN	SF Bay Area Rapid Transit Dist	09/08/2021	509,605.01	500,000.00	483,245.00	1.971	0.419	0.425	07/01/2024	457
797669ZR2	2636 MUN	SF Bay Area Rapid Transit Dist	12/16/2021	512,349.45	480,000.00	420,393.60	2.768	1.846	1.872	07/01/2031	3,013
797669XW3	2638 MUN	SF Bay Area Rapid Transit Dist	12/20/2021	603,043.01	600,000.00	596,034.00	2.621	0.572	0.580	07/01/2023	91

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
797669ZR2	2766 MUN	SF Bay Area Rapid Transit Dist	12/15/2022	347,346.39	405,000.00	354,707.10	2.768	4.832	4.899	07/01/2031	3,013
826239GD1	2501 MUN	Sierra Joint Com. College Dist	03/09/2021	585,000.00	585,000.00	486,421.65	1.445	1.425	1.445	08/01/2029	2,314
826239GD1	2535 MUN	Sierra Joint Com. College Dist	05/27/2021	498,915.76	500,000.00	415,745.00	1.445	1.461	1.481	08/01/2029	2,314
82707BDP1	2828 MUN	Silicon Valley Clean Water	02/10/2023	216,530.73	245,000.00	215,845.00	1.380	4.301	4.361	08/01/2027	1,583
798306WQ5	2707 MUN	San Juan Unified School Dist	10/17/2022	488,144.19	545,000.00	487,682.35	1.201	4.586	4.650	08/01/2026	1,218
798135E96	2656 MUN	City of San Jose	01/28/2022	359,044.93	350,000.00	329,812.00	2.500	1.686	1.710	09/01/2026	1,249
798153NF5	2622 MUN	San Jose Financing Authority	11/18/2021	343,220.15	345,000.00	310,475.85	1.311	1.459	1.480	06/01/2026	1,157
798189PK6	1966 MUN	San Jose Evergreen Cmnty Coll	10/29/2018	315,000.00	315,000.00	306,983.25	3.728	3.676	3.727	09/01/2027	1,614
798189QA7	2105 MUN	San Jose Evergreen Cmnty Coll	10/01/2019	500,000.00	500,000.00	451,050.00	2.350	2.317	2.350	08/01/2028	1,949
798186C83	1435 MUN	San Jose Unified School Dist.	01/29/2015	579,656.55	580,000.00	575,539.80	2.500	2.663	2.700	08/01/2023	122
798186N81	2518 MUN	San Jose Unified School Dist.	03/15/2021	995,597.46	1,000,000.00	917,390.00	0.558	0.739	0.750	08/01/2025	853
798186P30	2700 MUN	San Jose Unified School Dist.	10/07/2022	837,200.73	990,000.00	836,926.20	1.224	4.487	4.550	08/01/2028	1,949
798186P22	2774 MUN	San Jose Unified School Dist.	12/21/2022	738,168.67	850,000.00	736,423.00	1.014	4.341	4.401	08/01/2027	1,583
802309NY6	2706 MUN	Santa Maria JT Union High Sch	10/17/2022	411,756.32	455,000.00	412,448.40	1.508	4.586	4.650	08/01/2026	1,218
802385RC0	2091 MUN	Santa Monica Cmnty College Dis	09/05/2019	337,547.00	315,000.00	302,494.50	3.472	1.972	2.000	08/01/2028	1,949
802385RV8	2481 MUN	Santa Monica Cmnty College Dis	01/22/2021	576,827.29	570,000.00	474,490.80	1.696	1.499	1.520	08/01/2030	2,679
802385RT3	2482 MUN	Santa Monica Cmnty College Dis	01/22/2021	612,136.57	600,000.00	520,320.00	1.496	1.085	1.100	08/01/2028	1,949
802385RS5	2810 MUN	Santa Monica Cmnty College Dis	01/23/2023	757,342.90	850,000.00	749,275.00	1.244	3.965	4.020	08/01/2027	1,583
802498VW2	2561 MUN	Santa Monica-Malibu USD	08/12/2021	652,040.68	650,000.00	586,527.50	0.989	0.877	0.890	07/01/2026	1,187
802498ZA6	2637 MUN	Santa Monica-Malibu USD	12/20/2021	212,489.90	215,000.00	192,538.95	0.849	1.193	1.210	08/01/2026	1,218
802498WA9	2752 MUN	Santa Monica-Malibu USD	12/07/2022	687,769.50	865,000.00	711,004.05	1.510	4.862	4.930	07/01/2030	2,648
802498ZF5	2792 MUN	Santa Monica-Malibu USD	01/09/2023	649,597.83	825,000.00	664,991.25	1.624	4.694	4.760	08/01/2031	3,044
799038NP5	2521 MUN	San Mateo Cnty Comm. College D	04/14/2021	2,001,399.67	2,000,000.00	1,892,760.00	0.500	0.444	0.450	09/01/2024	519
799038NP5	2523 MUN	San Mateo Cnty Comm. College D	04/14/2021	1,501,049.75	1,500,000.00	1,419,570.00	0.500	0.444	0.450	09/01/2024	519
799017UW6	1902 MUN	San Mateo Foster City SCH Dist	01/16/2018	997,271.15	1,000,000.00	963,790.00	2.699	2.786	2.825	09/01/2025	884
799017UW6	1940 MUN	San Mateo Foster City SCH Dist	03/09/2018	993,523.48	1,000,000.00	963,790.00	2.699	2.959	3.000	09/01/2025	884
799017WD6	2153 MUN	San Mateo Foster City SCH Dist	11/07/2019	1,343,948.54	1,360,000.00	1,214,779.20	2.237	2.447	2.480	09/01/2028	1,980
799017VM7	2178 MUN	San Mateo Foster City SCH Dist	12/11/2019	1,580,093.53	1,565,000.00	1,420,581.80	2.542	2.311	2.343	09/01/2028	1,980
799017XW3	2567 MUN	San Mateo Foster City SCH Dist	09/21/2021	500,000.00	500,000.00	447,495.00	0.925	0.912	0.925	09/01/2026	1,249
799055QV3	2585 MUN	San Mateo Foster City SCH Dist	09/27/2021	180,060.95	175,000.00	162,232.00	1.799	0.897	0.910	08/01/2026	1,218
799055ME5	2591 MUN	San Mateo Foster City SCH Dist	09/29/2021	1,404,950.63	1,260,000.00	1,308,623.40	6.000	2.297	2.329	08/01/2026	1,218
799017WE4	2782 MUN	San Mateo Foster City SCH Dist	12/22/2022	369,171.88	425,000.00	372,763.25	2.337	4.685	4.750	09/01/2029	2,345
83412PFQ0	2176 MUN	Solano Cnty Community Clg Dist	12/09/2019	1,162,082.98	1,150,000.00	1,058,264.50	2.717	2.462	2.496	08/01/2028	1,949
83412PHQ8	2579 MUN	Solano Cnty Community Clg Dist	10/06/2021	750,000.00	750,000.00	674,190.00	1.025	1.011	1.025	08/01/2026	1,218

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
83412PGZ9	2583 MUN	Solano Cnty Community Clg Dist	10/06/2021	200,811.99	200,000.00	179,784.00	1.025	0.887	0.900	08/01/2026	1,218
83412PHE5	2594 MUN	Solano Cnty Community Clg Dist	10/06/2021	386,624.05	390,000.00	316,430.40	1.861	1.948	1.975	08/01/2031	3,044
83412PHU9	2597 MUN	Solano Cnty Community Clg Dist	10/06/2021	744,992.31	750,000.00	620,662.50	1.761	1.834	1.860	08/01/2030	2,679
83412PHW5	2598 MUN	Solano Cnty Community Clg Dist	10/06/2021	822,233.04	825,000.00	669,372.00	1.861	1.879	1.905	08/01/2031	3,044
83412PHB1	2649 MUN	Solano Cnty Community Clg Dist	01/07/2022	344,368.73	350,000.00	301,724.50	1.479	1.775	1.800	08/01/2028	1,949
83412PFT4	2702 MUN	Solano Cnty Community Clg Dist	10/11/2022	267,287.93	315,000.00	277,272.45	2.867	5.079	5.150	08/01/2031	3,044
835569GT5	2577 MUN	Sonoma Cnty Jr. College Distr.	09/15/2021	163,038.46	155,000.00	145,492.30	2.447	0.843	0.855	08/01/2026	1,218
839278JM1	1914 MUN	South Pasadena Unified School	02/15/2018	179,326.84	180,000.00	170,371.80	3.000	3.057	3.100	08/01/2027	1,583
839278KC1	2161 MUN	South Pasadena Unified School	12/12/2019	418,675.40	370,000.00	381,510.70	5.000	2.598	2.634	08/01/2029	2,314
839278KB3	2162 MUN	South Pasadena Unified School	12/12/2019	278,701.19	250,000.00	257,087.50	5.000	2.549	2.584	08/01/2028	1,949
839278KA5	2163 MUN	South Pasadena Unified School	12/12/2019	159,004.82	145,000.00	148,556.85	5.000	2.500	2.534	08/01/2027	1,583
839278JZ2	2164 MUN	South Pasadena Unified School	12/12/2019	420,924.44	390,000.00	397,129.20	5.000	2.378	2.411	08/01/2026	1,218
799289MR1	2150 MUN	San Rafael City High Sch Distr	11/13/2019	1,755,000.00	1,755,000.00	1,693,557.45	1.965	1.938	1.965	08/01/2024	488
7994082K4	2605 MUN	San Ramon Vly Unif Sch Dist.	11/03/2021	1,508,478.53	1,500,000.00	1,256,310.00	1.914	1.805	1.830	08/01/2030	2,679
799408Z93	2813 MUN	San Ramon Vly Unif Sch Dist.	01/26/2023	846,836.52	935,000.00	843,987.10	1.034	4.044	4.100	08/01/2026	1,218
867578UT1	2100 MUN	Sunnyvale Elementary Sch Distr	09/19/2019	135,000.00	135,000.00	120,783.15	2.190	2.157	2.187	09/01/2028	1,980
867578US3	2101 MUN	Sunnyvale Elementary Sch Distr	09/19/2019	135,000.00	135,000.00	122,769.00	2.090	2.061	2.090	09/01/2027	1,614
892404CN2	2493 MUN	Tracy Unified School District	02/08/2021	505,541.30	500,000.00	425,985.00	1.644	1.437	1.457	08/01/2029	2,314
87970GPS0	2539 MUN	Temecula Valley Unified School	06/16/2021	250,000.00	250,000.00	214,912.50	1.503	1.482	1.503	08/01/2028	1,949
87970GPQ4	2569 MUN	Temecula Valley Unified School	08/27/2021	356,743.38	355,000.00	317,561.70	1.051	0.887	0.900	08/01/2026	1,218
880541XY8	1673 MUN	State of Tennessee	08/25/2016	1,005,003.36	1,000,000.00	935,380.00	2.116	1.923	1.950	08/01/2026	1,218
880541XX0	1674 MUN	State of Tennessee	08/25/2016	1,655,141.53	1,650,000.00	1,568,094.00	2.066	1.893	1.920	08/01/2025	853
880541XX0	1676 MUN	State of Tennessee	08/25/2016	702,181.25	700,000.00	665,252.00	2.066	1.893	1.920	08/01/2025	853
880541QU4	2001 MUN	State of Tennessee	12/20/2018	207,073.17	205,000.00	202,712.20	3.728	2.860	2.900	08/01/2024	488
891371BB1	2795 MUN	City of Torrance JT PWRS Fin A	01/12/2023	366,772.71	445,000.00	361,802.80	2.637	5.001	5.070	06/01/2032	3,349
901072LD8	2715 MUN	Tustin Unif Sch Dist Facs Impt	10/24/2022	557,806.91	650,000.00	561,112.50	1.145	4.783	4.850	08/01/2027	1,583
901072MB1	2720 MUN	Tustin Unif Sch Dist Facs Impt	10/31/2022	220,721.81	295,000.00	230,684.10	1.754	5.543	5.620	08/01/2031	3,044
901072MB1	2758 MUN	Tustin Unif Sch Dist Facs Impt	12/09/2022	161,481.64	205,000.00	160,305.90	1.754	4.843	4.910	08/01/2031	3,044
901072LX4	2814 MUN	Tustin Unif Sch Dist Facs Impt	01/26/2023	441,084.80	500,000.00	431,625.00	1.145	4.098	4.155	08/01/2027	1,583
8827237P8	2195 MUN	State of Texas	12/23/2019	1,536,913.86	1,500,000.00	1,453,035.00	3.051	1.975	2.003	10/01/2025	914
8827237T0	2225 MUN	State of Texas	01/30/2020	1,011,087.33	940,000.00	895,650.80	3.521	2.191	2.221	10/01/2029	2,375
8827237T0	2255 MUN	State of Texas	02/14/2020	1,360,624.81	1,265,000.00	1,205,317.30	3.521	2.192	2.222	10/01/2029	2,375
8827237N3	2311 MUN	State of Texas	03/16/2020	255,999.45	250,000.00	243,830.00	2.899	1.231	1.248	10/01/2024	549
8827235K1	2541 MUN	State of Texas	06/30/2021	258,702.40	245,000.00	236,591.60	2.922	0.641	0.650	10/01/2025	914

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
882724RF6	2548 MUN	State of Texas	07/02/2021	1,064,535.60	1,000,000.00	879,120.00	2.426	1.480	1.501	10/01/2030	2,740
882723A90	2631 MUN	State of Texas	12/07/2021	521,825.33	500,000.00	481,775.00	2.831	1.030	1.045	10/01/2025	914
91412GQG3	2077 MUN	University of California	08/26/2019	1,532,732.52	1,500,000.00	1,462,875.00	3.050	1.930	1.957	05/15/2025	775
91412GQG3	2095 MUN	University of California	09/09/2019	1,024,645.16	1,000,000.00	975,250.00	3.050	1.797	1.821	05/15/2025	775
91412HGF4	2685 MUN	University of California	04/05/2022	410,758.75	440,000.00	391,595.60	1.316	3.028	3.070	05/15/2027	1,505
917542QR6	1731 MUN	State of Utah	01/04/2017	290,110.50	285,000.00	284,156.40	4.554	2.904	2.944	07/01/2024	457
917542QV7	2306 MUN	State of Utah	03/13/2020	1,137,696.51	1,101,100.00	1,088,822.74	3.539	1.948	1.975	07/01/2025	822
918608UR9	2726 MUN	Vacaville Unified School Distr	11/10/2022	193,288.89	250,000.00	206,482.50	1.739	5.513	5.590	08/01/2030	2,679
93974CRC6	1802 MUN	State of Washington	05/23/2017	498,080.16	485,000.00	486,217.35	4.669	2.416	2.450	08/01/2024	488
93974CRC6	2196 MUN	State of Washington	12/24/2019	516,878.21	500,000.00	501,255.00	4.669	1.978	2.005	08/01/2024	488
97705MNU5	2547 MUN	State of Wisconsin	07/02/2021	2,130,707.43	2,000,000.00	1,739,400.00	2.451	1.553	1.575	05/01/2031	2,952
97705MNP6	2574 MUN	State of Wisconsin	09/09/2021	1,560,744.62	1,500,000.00	1,406,130.00	2.089	0.739	0.750	05/01/2026	1,126
97705MNP6	2576 MUN	State of Wisconsin	09/13/2021	1,039,555.40	1,000,000.00	937,420.00	2.089	0.769	0.780	05/01/2026	1,126
977100AC0	2822 MUN	State of Wisconsin 2	01/30/2023	1,016,512.55	1,000,000.00	1,023,420.00	5.700	5.039	5.109	05/01/2026	1,126
987388GX7	2657 MUN	Yosemite Community College Dis	02/17/2022	1,000,000.00	1,000,000.00	908,340.00	2.082	2.053	2.082	08/01/2027	1,583
987388GX7	2687 MUN	Yosemite Community College Dis	09/02/2022	464,461.28	500,000.00	454,170.00	2.082	3.846	3.900	08/01/2027	1,583
Subtotal and Average				235,335,812.28	237,201,100.00	219,703,284.38	2.465	2.499	2.499	1,517	
Supranationals (World Bank) Bonds											
4581X0DV7	2528 IADB	Inter-American Dev. Bank	04/20/2021	1,997,130.39	2,000,000.00	1,826,980.00	0.875	0.910	0.923	04/20/2026	1,115
45818WDH6	2586 IADB	Inter-American Dev. Bank	09/27/2021	1,992,023.97	2,000,000.00	1,811,960.00	0.800	0.914	0.927	06/17/2026	1,173
4581X0EB0	2652 IADB	Inter-American Dev. Bank	01/13/2022	999,076.87	1,000,000.00	917,500.00	1.500	1.504	1.525	01/13/2027	1,383
4581X0EB0	2655 IADB	Inter-American Dev. Bank	01/14/2022	998,546.39	1,000,000.00	917,500.00	1.500	1.518	1.540	01/13/2027	1,383
459058GL1	1982 IBRD	Intl Bk Recon & Development	11/27/2018	999,726.69	1,000,000.00	991,170.00	3.000	3.018	3.060	09/27/2023	179
459058JL8	2470 IBRD	Intl Bk Recon & Development	01/08/2021	1,500,480.65	1,500,000.00	1,374,540.00	0.500	0.480	0.487	10/28/2025	941
459058JS3	2492 IBRD	Intl Bk Recon & Development	02/10/2021	1,500,000.00	1,500,000.00	1,350,705.00	0.650	0.641	0.650	02/10/2026	1,046
45905U5Y6	2497 IBRD	Intl Bk Recon & Development	02/18/2021	1,500,000.00	1,500,000.00	1,274,385.00	0.600	0.591	0.600	02/18/2026	1,054
459058JL8	2498 IBRD	Intl Bk Recon & Development	02/18/2021	1,496,196.28	1,500,000.00	1,374,540.00	0.500	0.591	0.600	10/28/2025	941
459058JL8	2510 IBRD	Intl Bk Recon & Development	03/01/2021	1,488,715.14	1,500,000.00	1,374,540.00	0.500	0.787	0.798	10/28/2025	941
459058JS3	2534 IBRD	Intl Bk Recon & Development	05/26/2021	1,491,818.72	1,500,000.00	1,350,705.00	0.650	0.833	0.845	02/10/2026	1,046
459058JS3	2553 IBRD	Intl Bk Recon & Development	07/15/2021	1,491,555.32	1,500,000.00	1,350,705.00	0.650	0.839	0.851	02/10/2026	1,046
459058JS3	2559 IBRD	Intl Bk Recon & Development	08/12/2021	1,490,219.09	1,500,000.00	1,350,705.00	0.650	0.871	0.883	02/10/2026	1,046
45906M2L4	2650 IBRD	Intl Bk Recon & Development	01/07/2022	979,308.34	1,000,000.00	907,790.00	0.650	1.368	1.387	02/24/2026	1,060
45906M2Z3	2673 IBRD	Intl Bk Recon & Development	03/17/2022	998,365.74	1,000,000.00	958,740.00	2.050	2.107	2.136	03/17/2025	716
45906M3K5	2735 IBRD	Intl Bk Recon & Development	11/22/2022	1,980,086.67	2,000,000.00	2,003,700.00	4.500	4.684	4.749	09/30/2027	1,643

**Fund ALL - Portfolio Listings
Investments by Fund
March 31, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity	
Supranationals (World Bank) Bonds												
45906M2L4	2736	IBRD	Intl Bk Recon & Development	11/23/2022	896,234.42	1,000,000.00	907,790.00	0.650	4.480	4.542	02/24/2026	1,060
45906M3K5	2744	IBRD	Intl Bk Recon & Development	12/01/2022	1,485,197.18	1,500,000.00	1,502,775.00	4.500	4.681	4.746	09/30/2027	1,643
459058JN4	2775	IBRD	Intl Bk Recon & Development	12/21/2022	869,513.55	1,000,000.00	873,500.00	0.750	3.807	3.860	11/24/2027	1,698
459058JT1	2779	IBRD	Intl Bk Recon & Development	12/22/2022	1,318,829.31	1,500,000.00	1,333,740.00	0.850	4.241	4.300	02/10/2027	1,411
459058JT1	2826	IBRD	Intl Bk Recon & Development	02/10/2023	1,314,930.22	1,500,000.00	1,333,740.00	0.850	4.310	4.370	02/10/2027	1,411
45950VPE0	2441	IFC	International Finance Corp.	10/30/2020	1,000,000.00	1,000,000.00	874,180.00	0.350	0.306	0.310	10/15/2025	928
45950VPH3	2454	IFC	International Finance Corp.	11/30/2020	1,500,000.00	1,500,000.00	1,385,025.00	0.250	0.683	0.692	11/15/2025	959
45950VPJ9	2483	IFC	International Finance Corp.	01/25/2021	1,502,944.69	1,500,000.00	1,360,440.00	0.580	0.501	0.508	01/15/2026	1,020
45950VPJ9	2502	IFC	International Finance Corp.	02/11/2021	1,502,054.41	1,500,000.00	1,360,440.00	0.580	0.522	0.530	01/15/2026	1,020
45950VPS9	2503	IFC	International Finance Corp.	02/26/2021	1,494,649.68	1,500,000.00	1,354,620.00	0.500	0.616	0.625	02/26/2026	1,062
45950VPT7	2514	IFC	International Finance Corp.	03/15/2021	2,000,000.00	2,000,000.00	1,778,420.00	0.500	0.808	0.819	03/15/2026	1,079
45950VPU4	2515	IFC	International Finance Corp.	03/23/2021	1,499,678.40	1,500,000.00	1,363,095.00	0.750	0.746	0.757	03/23/2026	1,087
45950VPU4	2517	IFC	International Finance Corp.	03/23/2021	1,991,269.16	2,000,000.00	1,817,460.00	0.750	0.887	0.900	03/23/2026	1,087
45950VPY6	2532	IFC	International Finance Corp.	05/28/2021	1,500,000.00	1,500,000.00	1,380,480.00	0.500	1.006	1.020	05/15/2026	1,140
45950KCX6	2654	IFC	International Finance Corp.	01/12/2022	973,281.35	1,000,000.00	899,810.00	0.750	1.518	1.540	10/08/2026	1,286
Subtotal and Average					43,751,832.63	44,500,000.00	40,661,680.00		1.546	1.568		1,121
Total Investments and Average					597,235,588.58	599,565,536.14	535,130,981.87		2.148	2.178		1,386

Investment Policy Compliance As of March 31, 2023

Investment Policy Requirements		Compliance Check / Actual
1	<p>General Investment Guidelines:</p> <p>a) The max. stated final maturity of individual securities in the portfolio should be 10 years.</p> <p>b) A max. of <u>30 percent</u> of the par value of the portfolio shall be invested in securities with maturities beyond 5 years.</p> <p>c) The City shall maintain a minimum of one month's cash needs in short term investments.</p> <p>d) At least <u>\$50 million</u> shall be maintained in securities maturing in less than 2 years.</p> <p style="padding-left: 40px;">Plus two managed pool accounts which provide instant liquidity:</p> <p style="padding-left: 80px;">- Local Agency Investment Fund (LAIF) - maximum investment limit is <u>\$75 million</u></p> <p style="padding-left: 80px;">- Fidelity Investments</p> <p>e) Should market value of the portfolio fall below <u>95 percent</u> of the book value, report this fact within a reasonable time to the City Council and evaluate if there are risk of holding securities to maturity.</p> <p>d) Commitments to purchase securities newly introduced on the market shall be made no more than three (3) working days before pricing.</p> <p>f) Whenever possible, the City will obtain three or more quotations on the purchase or sale of comparable securities (excludes new issues, LAIF, City of Palo Alto bonds, money market accounts, and mutual funds).</p>	<p>Full Compliance</p> <p style="text-align: right;">29.6%</p> <p style="text-align: right;">\$96.4 million</p> <p style="text-align: right;">\$17.4 million</p> <p style="text-align: right;">\$17.1 million</p> <p style="text-align: right;">89.6%</p>
2	<p>U.S. Government Securities:</p> <p>a) There is no limit on purchase of these securities.</p> <p>b) Securities will not exceed 10 years maturity.</p>	<p>Full Compliance</p> <p style="text-align: right;">1.17%</p>
3	<p>U.S. Government Agency Securities:</p> <p>a) There is no limit on purchase of these securities except for:</p> <p style="padding-left: 40px;">Callable and Multi-step-up securities provided that:</p> <p style="padding-left: 80px;">- The potential call dates are known at the time of purchase;</p> <p style="padding-left: 80px;">- the interest rates at which they "step-up" are known at the time of purchase; and</p> <p style="padding-left: 80px;">- the entire face value of the security is redeemed at the call date.</p> <p style="padding-left: 80px;">- No more than <u>25 percent</u> of the par value of portfolio.</p> <p>b) Securities will not exceed 10 years maturity.</p>	<p>Full Compliance</p> <p style="text-align: right;">24.70%</p>
4	<p>California State, California Local Government Agencies, and other United States State Bonds:</p> <p>a) Having at time of investment a minimum Double A (AA/Aa2) rating as provided by a nationally recognized rating service (e.g., Moody's, Fitch, and/or Standard and Poor's).</p> <p>b) May not exceed <u>40 percent</u> of the par value of the portfolio.</p>	<p>Full Compliance</p> <p style="text-align: right;">39.28%</p>
5	<p>Certificates of Deposit (CD):</p> <p>a) May not exceed <u>20 percent</u> of the par value of the portfolio;</p> <p>b) No more than <u>10 percent</u> of the par value of the portfolio in collateralized CDs in any institution.</p> <p>c) Purchase collateralized deposits only from federally insured large banks that are rated by a nationally recognized rating agency (e.g. Moody's, Fitch, and/or Standard & Poor's).</p> <p>d) For non-rated banks, deposit should be limited to amounts federally insured (FDIC)</p> <p>e) Rollovers are not permitted without specific instruction from authorized City staff.</p>	<p>Full Compliance</p> <p style="text-align: center;">None Held</p>
6	<p>Banker's Acceptance Notes (BA):</p> <p>a) No more than <u>30 percent</u> of the par value of the portfolio.</p> <p>b) Not to exceed 180 days maturity.</p> <p>c) No more than \$5 million with any one institution.</p>	<p>Full Compliance</p> <p style="text-align: center;">None Held</p>

Investment Policy Compliance As of March 31, 2023

Investment Policy Requirements		Compliance Check / Actual
7	<p>Commercial Paper:</p> <ul style="list-style-type: none"> a) No more than <u>15 percent</u> of the par value of the portfolio. b) Having highest letter or numerical rating from a nationally recognized rating service. c) Not to exceed 270 days maturity. d) No more than <u>\$3 million or 10 percent</u> of the outstanding commercial paper of any one institution, whichever is lesser. 	Full Compliance None Held
8	<p>Short-Term Repurchase Agreement (REPO):</p> <ul style="list-style-type: none"> a) Not to exceed 1 year. b) Market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities. 	Full Compliance None Held
9	<p>Money Market Deposit Accounts</p> <ul style="list-style-type: none"> a) Liquid bank accounts which seek to maintain a net asset value of \$1.00. 	Full Compliance
10	<p>Mutual Funds:</p> <ul style="list-style-type: none"> a) No more than <u>20 percent</u> of the par value of the portfolio. b) No more than <u>10 percent</u> of the par value with any one institution. 	Full Compliance None Held
11	<p>Negotiable Certificates of Deposit (NCD):</p> <ul style="list-style-type: none"> a) No more than <u>20 percent</u> of the par value of the portfolio. b) No more than \$5 million in any one institution. 	Full Compliance 6.99% Federally Insured
12	<p>Medium-Term Corporate Notes:</p> <ul style="list-style-type: none"> a) No more than <u>10 percent</u> of the par value of the portfolio. b) Not to exceed 5 years maturity. c) Securities eligible for investment shall have a minimum rating of AA or Aa2 from a nationally recognized rating service. d) No more than \$5 million of the par value may be invested in securities of any single issuer, other than the U.S. Government, its agencies and instrumentality. e) If securities owned by the City are downgraded by either rating agencies to a level below AA it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities. 	Full Compliance 4.99%
13	<p>Supranational Organizations Securities:</p> <ul style="list-style-type: none"> a) Securities will not exceed 5 years maturity b) No more than <u>20 percent</u> of the par value of the portfolio. c) No more than <u>10 percent</u> in any one institution. d) Securities eligible for investment shall have a minimum rating of AA or Aa2 from a nationally recognized rating service. 	Full Compliance 7.42%
14	<p>Prohibited Investments:</p> <ul style="list-style-type: none"> a) Reverse Repurchase Agreements b) Derivatives as defined in Appendix B of the Investment Policy 	Full Compliance None Held
15	<p>All securities shall be delivered to the City's safekeeping custodian, and held in the name of the City, with the exception of :</p> <ul style="list-style-type: none"> - Certificates of Deposit, Mutual Funds, and Local Agency Investment Fund (LAIF) 	Full Compliance