

DOCUMENTS IN THIS PACKET INCLUDE:

LETTERS FROM CITIZENS TO THE  
MAYOR OR CITY COUNCIL

RESPONSES FROM STAFF TO LETTERS FROM CITIZENS

ITEMS FROM MAYOR AND COUNCIL MEMBERS

ITEMS FROM OTHER COMMITTEES AND AGENCIES

ITEMS FROM CITY, COUNTY, STATE, AND REGIONAL AGENCIES



**Prepared for: 12/24/2018**

**Document dates: 12/05/2018 – 12/12/2018**

**Set 1**

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CITY OF  
**PALO**  
**ALTO**

4

**TO:** HONORABLE CITY COUNCIL  
**FROM:** JAMES KEENE, CITY MANAGER  
**DATE:** DECEMBER 10, 2018  
**SUBJECT:** AGENDA ITEM 4 - Authorize the City Manager to Enter Into the Following Agreements for the City's Fair Value Commuting Project (Partially Funded Through a Federal Transit Administration Grant): 1) an Agreement With RideAmigos in an Amount Not-to-Exceed \$150,620 for a Term of 15 Months, and 2) an Agreement With the San Francisco Bay Area Planning and Urban Research Association (SPUR) in an Amount Not-to-Exceed \$100,000 for a Term of 15 Months

The contract with Right Click Solutions (also known as RideAmigos) has been updated to include two additional exhibits: (1) the City's Information Privacy Policy and (2) the City's Software as a Service Security and Privacy Terms and Conditions. The inclusion of these terms as signed exhibits in contracts is a standard procedure for the City of Palo Alto. These policies help to ensure the security of personal information and city information, as well as ensure the overall security of the City's networks.

Except for the addition stated above, the contract contains no other changes. Neither the scope of work nor the contract dollar amount have changed.

The updated contract is attached.

The contract with SPUR has not changed.



Michelle Poché Flanerty  
Deputy City Manager



James Keene  
City Manager

**CITY OF PALO ALTO CONTRACT NO. C19173099  
GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PALO ALTO AND RIGHT CLICK SOLUTIONS, INC.**

**THIS AGREEMENT** made and entered into on the 26th day of November, 2018, by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation ("CITY"), and **RIGHT CLICK SOLUTIONS, INC**, a CALIFORNIA CORPORATION located at 230 PACIFIC STREET, SUITE 202, SANTA MONICA, CA 90405, Telephone Number: 516-864-3189 ("CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

**1. SERVICES.** CONTRACTOR shall provide or furnish the services (the "Services") described in the Scope of Services, attached at Exhibit A.

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY's Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 5 of this Agreement. CONTRACTOR shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 5.

**2. EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

- "A" - Scope of Services
- "B" - Schedule of Performance
- "C" – Schedule of Fees
- "D" - Insurance Requirements
- "E" - "Amended and Restated Agreement for Services of Independent Contractor" agreement between the Peninsula Traffic Congestion Relief Alliance and Contractor, executed August 15, 2016.
- "F" - FTA REQUIREMENTS
- "G" – SaaS Security and Privacy Terms & Conditions
- "H" – Information Privacy Policy

**3. TERM.**

The term of this Agreement is from November 1, 2018 to December 31, 2019 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.

**4. SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.

**5. COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- The total maximum lump sum compensation of                dollars (\$      );  
OR
- The sum of                dollars (\$      ) per hour, not to exceed a total maximum compensation amount of                dollars (\$      ); OR
- A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of one hundred and four thousand dollars (\$104,000).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- CITY has set aside the sum of forty-six thousand three hundred fifty dollars (\$46,350) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional

Services is subject to all requirements and restrictions in this Agreement.

**6. COMPENSATION DURING ADDITIONAL TERMS.**

- CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; OR
- CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

**7. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS".** For purposes of this Section 7, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in "Appendix \_\_Claims for Public Contract Code Section 9204 Public Works Projects".

- This project is a 9204 Public Works Project and is required to comply with the claims procedures set forth in Appendix \_\_, attached hereto and incorporated herein.

OR

- This project is not a 9204 Public Works Project.

**8. INVOICING.** Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Hillary Rupert, Dept.: CMO, Telephone: 650-776-9208. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of

Services performed during the invoice period and are subject to verification by CITY. The CONTRACTOR also agrees to include its in-kind services as part of the regular monthly invoices. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

#### GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.

- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be 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.
- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY

- separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.
- O. HOLD HARMLESS.** Each Party shall indemnify and hold harmless to the fullest extent permitted by law the other Party and each of their respective affiliates, owners, lenders, directors, officers, investors, members, managers, employees, attorneys, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorney's fees and disbursements that any of them may suffer from or incur and that may directly or indirectly arise and/or result from either Party's gross negligence or willful misconduct. Notwithstanding the foregoing or anything to the contrary contained herein or in any other writing, CONTRACTOR's aggregate indemnification obligations shall be capped at the Aggregate Liability Amount (defined below.)
- P. NON-DISCRIMINATION.** 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 because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, 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 agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California 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 certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving sixty (60) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for

cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.

- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.
- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.
- U. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of California.
- V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.
- W. NON-APPROPRIATION.** 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 funds are not appropriated for the following fiscal year, 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 Agreement 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.

X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

This Project is not subject to prevailing wages. CONTRACTOR is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the Agreement is not a public works contract, if Agreement does not include a public works construction project of more than \$25,000, or the Agreement does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

OR

Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council 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 Agreement for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

AA.DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

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 Agreement is awarded."

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

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 listed subcontractors, in connection with the Project.

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 listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request.



[For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed 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.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

**BB. CONTRACT TERMS.** All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

**9. INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party. All developments, inventions, creations, contributions, plans, designs, deliverables (including the Deliverables) and any and all other work product (whether in tangible media, electronic media or otherwise) that CONTRACTOR directly or indirectly develops (whether by itself or with others) in the course of this Agreement, or using Confidential Information (or any portion thereof) in the scope of Services belonging to or directly or indirectly provided by the CITY, or using facilities or other resources of the CITY if related to the CITY's current or future business interests (all of the foregoing work product items collectively are the "work product"), shall be owned exclusively by the CONTRACTOR and shall include all rights, title and interest in and/or to any Deliverables (collectively, the "Deliverables") whether or not created as part of the Services rendered by CONTRACTOR pursuant to this Agreement, and all patent, trademark, copyright and other intellectual property rights thereto. All such work product shall be deemed a "work made for hire" for the CONTRACTOR as author and owner to the fullest extent permitted by applicable law. To the extent that any portions of the work product are not eligible as a work made for hire, CITY hereby assigns and transfers entirely and irrevocably to the CONTRACTOR all rights, title and interest in and to the work product (including without limitation any and all intellectual property rights thereto and all goodwill associated therewith and symbolized thereby), in any and all media now or hereafter known, throughout the world and in perpetuity. CITY shall, in accordance with the terms herein at no out of pocket cost to City, reasonably assist CONTRACTOR with execution of documents and other efforts necessary or helpful for the CONTRACTOR's registration, confirmation, enforcement, defense or maintenance of the CONTRACTOR's intellectual

property rights in and to the work product as contemplated herein. CITY hereby irrevocably waives any and all "moral rights" and similar rights now or hereafter existing in and to all work product developed under this Agreement. In addition, CITY recognizes CONTRACTOR's exclusive right, title, and interest in and to all service marks, trademarks, and trade names and other intellectual property directly or indirectly used by CONTRACTOR and CITY agrees not to directly or indirectly engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair CONTRACTOR's exclusive right, title, and interest therein, nor shall CITY directly or indirectly cause diminishment of value of said trademarks or trade names or intellectual property through any act or representation. The CITY shall not apply for, use, acquire, or claim any right, title, or interest in or to any CONTRACTOR service marks, trademarks, or trade names, or other intellectual property that may be confusingly similar to any of them, through advertising or otherwise. Notwithstanding the other terms of this Section 9, CONTRACTOR is subject to the intellectual property rights of the United States Federal Transit Administration ("FTA") as promulgated in the FTA's Master Agreement, as amended by the FTA. Should the FTA assert its rights pursuant to the Master Agreement to CONTRACTOR's intellectual property developed under this Agreement, CONTRACTOR shall transfer and/or license intellectual property to the FTA or otherwise comply with the FTA's requirements as detailed in the Master Agreement; provided that the Contractor's platform shall at all times remain the exclusive property of Contractor.

10. **CONFIDENTIAL INFORMATION; NO RESTRICTIONS.** Except as permitted herein and subject to applicable laws, including any disclosure requirements impacting the City, each party agrees to preserve as confidential and hold in trust for the benefit of the other Party all Confidential Information (defined below) learned in connection with or related to this Agreement and/or CONTRACTOR's engagement. Each Party will not directly or indirectly use or disclose Confidential Information outside the scope of Services or the delivery of the Deliverables of the other Party, regardless of why this Agreement ended. "Confidential Information" includes source code, library code, object code, know-how, deliverables, trade secrets, tech pack data and instructions, technical data, processes, designs, collection plans, graphic designs, sourcing, inventions, discoveries, applications, business plans, computer software designs and systems, routines and sub-routines, market studies, processing techniques, personally identifiable information, all intellectual property rights. If either Party requests, the non-requesting Party shall promptly return to the requesting Party or permanently destroy, or irretrievably delete and verify same in writing, as specified by the requesting Party, all of the requesting Party's Confidential Information, together with all copies, extracts, notes or summaries thereof.

**11. MARKETING.** CONTRACTOR may use CITY'S name in CONTRACTOR's marketing materials. CONTRACTOR may also use CITY'S logo (the "Marks") in marketing materials, provided that CONTRACTOR has obtained CITY'S consent in connection with any such marketing materials use. Upon receipt of CITY's consent in connection with any such marketing materials use, CONTRACTOR may use the Marks only in compliance with this Agreement and only in compliance with CITY's intellectual property policy, provided that a copy of same is timely delivered to CONTRACTOR.

**12. LIMITATION OF LIABILITY.**

- a. **LIMITATION OF LIABILITY OF CITY.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 ("COMPENSATION FOR ORIGINAL TERM") OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.
- b. **LIMITATION OF LIABILITY OF CONTRACTOR.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ELSEWHERE, IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CITY FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY LOSS OF PROFIT OR LOSS OF BUSINESS BY CITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. EXCEPT AS PROVIDED IN THE IMMEDIATELY FOLLOWING SENTENCE, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT OF CONTRACTOR TO CITY EXCEED TWO TIMES THE DOLLAR AMOUNT RECEIVED BY CONTRACTOR HEREUNDER FROM THE CITY. CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) CONTRACTOR'S OBLIGATIONS TO INDEMNIFY AND DEFEND CITY PURSUANT TO SECTION 0 ("HOLD HARMLESS") OF THIS AGREEMENT, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS AGREEMENT, (4) STATUTORY DAMAGES SPECIFIED IN THIS AGREEMENT, AND (5) WRONGFUL DEATH CAUSED BY CONTRACTOR.

**13. DISCLAIMER.** SUBJECT TO THE WARRANTY PERIOD (DEFINED BELOW), THE SERVICES AND DELIVERABLES ARE DELIVERED "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING

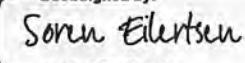
EXPRESSED OR IMPLIED AND/OR ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

- 14. WARRANTY.** Subject to the terms herein, Contractor warrants that the services contemplated hereunder shall materially perform and shall be free from reasonable defects 30 days from delivery to CITY (the "Warranty Period"). Notwithstanding the foregoing or anything to the contrary contained herein, no warranty or any repair or replacement requirement shall apply or otherwise be available under the Agreement by Contractor and Contractor shall not be obligated to correct or address same if same results or arises from any modification, change and/or revision to the services or any part thereof unless such modifications, changes and/or revisions is made by Contractor or someone authorized by Contractor to perform them.
- 15. DATA SECURITY.** Contractor shall follow all data security requirements imposed by the "Amended and Restated Agreement for Services of Independent Contractor" agreement between the Peninsula Traffic Congestion Relief Alliance and Contractor as executed August 15, 2016 (attached as Exhibit E to this Agreement) and as amended. Such requirements include but are not limited to: Section 38 ("Handling of Confidential Information"), Section 43 ("Data Security"), and Section 44 ("Notice of Security Breach").

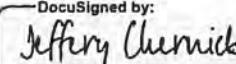
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

RIGHT CLICK SOLUTIONS, INC.

DocuSigned by:  
  
Soren Eilertsen  
4C051CE79F78425  
Soren Eilertsen  
CEO

Approved as to form:

DocuSigned by:  
  
Jeffery Chernick  
AF4D378408E0465  
Jeffery Chernick

Co-Founder

## EXHIBIT A SCOPE OF SERVICES

### **A. Enterprise Commute Trip Reduction Core Platform**

This Scope of Services reflects the deliverables RideAmigos will provide under the Fair Value Commuting (FVC) grant for the enhanced development of its Enterprise Commute Trip Reduction (ECTR) core platform, RideAmigos Unity. The core platform includes:

- Localized trip planners with complete access to multimodal transportation options, including public transit, ridesharing, vanpooling, walking, cycling and more
- Interactive commuter dashboards that help users track vital information in a single, easily accessible place
- Innovative trip tracking options
- Mobility App data integrations
- Gamification and incentivization campaigns
- Complete survey management, distribution and analytics tools for administrators
- Ridesharing options
- GIS reporting tools

### **B. Fair Value Commuting Custom Development**

Under the FVC grant, the City of Palo Alto has a total development budget of \$104,000 for feature development of the RideAmigos Unity platform, suited to the pilot project goals. Additionally, RideAmigos will be providing an additional 20% engineering & development hours in-kind to the FVC pilot. This contract is a software development agreement for that scope of work. The FVC custom feature development will include:

- Payroll integration: Payroll export focused on meeting the needs of Bay Area pilots
- Parking Cashout/Feebate\*: creation of the software feature to support the administration of the incentive program
- Commuter Wallet integration: a documented bi-directional data exchange mechanism (e.g., API) for interacting with the separate Commuter Wallet application, that is focused on exchanging trip tracking and fees/incentives data.
- Customized reporting to support the evaluation of the pilot program

\*The feebate pilot program aims to gain insights about the concept efficacy in a variety of organizations. Feebate allows for employers to operate a revenue-neutral incentive program to discourage the use of parking facilities and encourage the use of “alternative” modes of transportation with many potential benefits. The core ECTR RideAmigos platform paired with the FVC custom development will enable the ability to

facilitate the feebate pilots with the pilot participants.

For individual participants, the program will minimally:

- Track the daily use of the parking facilities
- Maintain a ledger with:
  - a. A fee for each day parked
  - b. A credit for each day not parked
- Provide the accounting details for payroll processing

Beyond the minimum requirements, the program should:

- Minimize participation effort/requirements
- Provide regular clear communications
- Measure the impact of behavior change

#### **Implementation**

RideAmigos will provide the interface and other supporting technologies to enable program participation, management, and reporting for each of the Pilot employers/worksites.

The feature set rollouts and deliverable dates, as outlined in Exhibit B – Schedule of Performance, will in turn enhance the platform already licensed by San Mateo County (Commute.org) and other existing RideAmigos clients in the Bay Area region. Training, support, and licensing are already included in those contracts. Within the framework of those existing contracts, up to five pilot projects will be launched to test the enhancements funded by the FVC grant under the City of Palo Alto.

#### **Maintenance & Hosting**

- Roll-out of small updates often occur daily in the interest of customer requests, language and feature enhancements, and possible bug fixes.
- Updates that will hinder or change our customer's current workflow will not be pushed without making it a customizable feature.
- Release notes detail the new features/fixes, and allow clients to request them to be turned on.
- Continuous monitoring of activity logs and fixes of any errors as they occur.
- Application upgrades and maintenance.
- Hosting on advanced cluster including application servers, database servers, trip planning servers and use of third-party APIs.
- Geo-isolated redundancy.
- Purchase and management of custom SSL certificate for your domain.
- Backup management: Dedicated servers- geo-isolated fail-over/ backup secure data centers.
- 24x7x365 server and support monitoring and maintenance with emergency contact information provided.
- 99.996% uptime SLA

#### **RideAmigos Academy Enrollment**

The RideAmigos Academy is a space to collaborate with other transportation professionals to share ideas, solve common problems, and create solutions. It's all the non-software benefits from RideAmigos, made available for the growth and development of your initiatives. Membership Details:

- Collaborate with RideAmigos and our partners to tighten up your programs and strategies
- Connect with other RideAmigos partners trying to solve similar problems
- Access shared materials, resources, and exclusive user-group events/discussions
- Join unlimited Coffee Talks (our webinar series), and create opportunities to present, share, and collaborate
- Receive real-time information, news and updates in the RideAmigos world
- Monthly updates from the Academy highlight new features and partners, announce upcoming events, and recognize the accomplishments of members
- Contribute ideas to the future development of the platform, programs, and opportunities

#### **ADDITIONAL SERVICES**

Upon written approval of the City pursuant to the conditions for Additional Services found in Section 5 (Compensation for the Original Term) to this Agreement, RideAmigos shall provide the following Additional Services at the rate listed below. At the time of execution of this Agreement, City authorizes one pilot at the rate of \$15,450. City may, at its sole discretion, authorize up to two additional pilots (for a total of three pilots).

#### **Santa Clara County Pilots - \$15,450/Pilot.**

RideAmigos is offering its ECTR core platform plus the FVC custom development for a lump sum fee of \$15,450 per Santa Clara County pilot participant, for the duration of the of the agreement. The fee includes:

- ECTR Core Platform Development & License (refer to Exhibit A-A.)
- On-boarding, Support & Admin Training
- Maintenance & Hosting
- RideAmigos Academy Enrollment
- Fair Value Commuting Custom Development (refer to Exhibit A-B.)
- Fair Value Commuting Custom Development Schedule (refer to Exhibit B)

#### **On-boarding, Support & Admin Training**

- Platform upgrades, including most future enhancements of RideAmigos web platform, including minor platform enhancements requested by Client that are completed "on the house" once deemed effective and minimal in scope. Customer support within 48 hours of support ticket submission with mobile access to our team.
- Platform design adjustments including placement of banners, multiple color and/or logo changes, dashboard reorganization.

- Pre-launch support with pilot plan including detailed guidance on strategies for challenges, incentives, recommended prizes/rewards, program structure.
  - Monthly check-ins from your RideAmigos Account Manager.

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

CONTRACTOR shall perform the Services so as to complete each task within the time period specified below. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONTRACTOR and CITY so long as all work is completed within the term of the Agreement. Upon request CONTRACTOR shall provide a detailed schedule of work consistent with the schedule below.

Month	Deliverable	Payment Schedule (Amount of total)
<b>Phase 1 - Initial Onboarding and Baseline Data Collection</b>		
Nov 1st, 2018	Hosted RideAmigos Service for Pilot Organizations <ul style="list-style-type: none"> <li>● Establish hosted service</li> <li>● Obtain local transportation mode data</li> <li>● Configure software to allow for user segmentation (pilot vs non-pilot users)</li> </ul>	\$14,500
	Pilot 1 Fee	\$15,450
	<b>November Invoice</b>	<b>\$29,950</b>
Dec 1st, 2018	Onboard Pilot Organizations and Users <ul style="list-style-type: none"> <li>● Administrator training</li> <li>● Rollout marketing / communications</li> <li>● Baseline program configuration</li> </ul>	\$14,500
	<b>Pilot 2 &amp; 3 Fee (SUBJECT TO CITY's ADDITIONAL AUTHORIZATION PURSUANT TO THE CONDITIONS FOR ADDITIONAL SERVICES FOUND IN SECTION 5 OF THIS AGREEMENT)</b>	\$30,900
	<b>December Invoice</b>	<b>\$45,400</b>
Jan 1st, 2019	Baseline Data Collection <ul style="list-style-type: none"> <li>● Commute tracking without Feebate</li> </ul>	\$14,500
	<b>January Invoice</b>	<b>\$14,500</b>
<b>Phase 2 – Feebate Implementation</b>		
Feb 1st, 2019	Feebate Program Implementation	\$14,500

	<ul style="list-style-type: none"> <li>● Transportation Mode / Parking Tracking</li> <li>● Customized for each Pilot Organization</li> <li>● Program management</li> <li>● Accounting and Audit           <ul style="list-style-type: none"> <li>○ Payroll integrations (as applicable)</li> <li>○ Manual CSV export/reporting</li> <li>○ Automatic CSV export/reporting</li> <li>○ Payroll platform integrations</li> </ul> </li> </ul>	
	<b>February Invoice</b>	<b>\$14,500</b>
Mar 1st, 2019	<b>Feebate Program Rollout</b> <ul style="list-style-type: none"> <li>● Support materials</li> <li>● End-user training</li> <li>● Administrator training</li> </ul>	\$14,500
	<b>March Invoice</b>	<b>\$14,500</b>
<b>Phase 3 – Data Collection and Reporting</b>		
Apr 1st, 2019	<b>Feebate Pilot Reporting Support</b> <ul style="list-style-type: none"> <li>● Custom reporting for pilot program</li> </ul>	\$3,500
	<b>April Invoice</b>	<b>\$3,500</b>
May 1st, 2019	<b>Maintenance/Support/Optimization</b>	\$3,500
	<b>May Invoice</b>	<b>\$3,500</b>
Jun 1st, 2019	<b>Maintenance/Support/Optimization</b>	\$3,500
	<b>June Invoice</b>	<b>\$3,500</b>
Jul 1st, 2019	<b>Maintenance/Support/Optimization</b>	\$3,500
	<b>July Invoice</b>	<b>\$3,500</b>
Aug 1st, 2019	<b>Maintenance/Support/Optimization</b>	\$3,500
	<b>August Invoice</b>	<b>\$3,500</b>
Sept 1st, 2019	<b>Maintenance/Support/Optimization</b>	\$3,500

	<b>September Invoice</b>	\$3,500
Oct 1st, 2019	Maintenance/Support/Optimization	\$3,500
	<b>October Invoice</b>	\$3,500
Nov 1st, 2019	Maintenance/Support/Optimization	\$3,500
	<b>November Invoice</b>	\$3,500
Dec 1st, 2019	Maintenance/Support/Optimization	\$3,500
	<b>December Invoice</b>	\$3,500
	<b>Total Invoiced</b>	<b>\$150,350</b>
<p>Maintenance/Support/Optimization will include general on going minor updates that do not require, included but not limited to new Scope requirements, user support for all items related to this SOW, and continuous improvements to the platform as RA deems necessary for success.</p>		

**EXHIBIT C**  
**SCHEDULE OF FEES**

CITY shall pay CONTRACTOR according to the rate schedule in Exhibit B. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, 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.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
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 - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
NO	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 SUBCONSULTANTS, 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 PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
  - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
  - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATE(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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**EXHIBIT E**

"Amended and Restated Agreement for Services of Independent Contractor" agreement  
between the Peninsula Traffic Congestion Relief Alliance and Contractor, executed  
August 15, 2016.

**EXHIBIT F**  
**FTA REQUIREMENTS**

CONTRACTOR agrees to follow all federal laws and regulations, including applicable provisions of the Federal Transit Administration's (FTA) Master Agreement, as updated by the FTA from time to time. This includes adhering to those sections of the Master Agreement in which Third Party Participants or Third Party Contracts are required to comply with or contain, respectively. These provisions include, but are not limited to, the following sections of the FTA Master Agreement, dated October 1, 2017, and as may be updated by the FTA, and are made part of this Exhibit by reference:

Section 3.i.(6) Notice to Third Party Participants.

Section 4.a. Standards of Conduct.

Section 4.b. Debarment and Suspension.

Section 4.d. Lobbying Restrictions.

Section 4.g. Trafficking in Persons.

Section 7.b. Eligible Costs.

Section 9.a. Types of Records.

Section 9.c. Access to Recipient and Third Party Participant Records.

Section 9.d. Access to the Sites of Performance.

Section 9.e. Closeout.

Section 12. Civil Rights. (the entire section).

Section 16.d(7). Clean Air Act and the Federal Water Pollution Control Act, as amended.

Section 16.d(9). Byrd Anti-Lobbying Amendment.

Section 16.s. Access to Third Party Contract Records.

Section 18. Rights in Data and Copyrights (the entire section).

Section 24.b. Awards Not Involving Construction (Employee Protections)

Section 24.c. Awards Involving Commerce

Section 26. Environmental Protections (entire section).

Section 35.b. Alcohol Misuse and Prohibited Drug Use.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

Section 38. Freedom of Information.

|

As of the date of execution of this Agreement, the FTA Master Agreement can be found at:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>



## EXHIBIT "G"

### SOFTWARE AS A SERVICE SECURITY AND PRIVACY TERMS AND CONDITIONS

*This Exhibit shall be made a part of the City of Palo Alto's Professional Services Agreement or any other contract entered into by and between the City of Palo Alto (the "City") and Right Click Solutions, Inc. (the "Consultant") for the provision of Software as a Service to the City (the "Agreement").*

In order to assure the privacy and security of the personal information of the City's customers and people who do business with the City, including, without limitation, vendors, utility customers, library patrons and other individuals and businesses, who are required to share such information with the City, as a condition of receiving services from the City or selling goods and services to the City, including, without limitation, the Software as a Service services provider (the "Consultant") and its subcontractors, if any, including, without limitation, any Information Technology ("IT") infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, described below, while it renders and performs the Services and furnishes goods, if any, described in the Statement of Work, Exhibit B, to the extent any scope of work implicates the confidentiality and privacy of the personal information of the City's customers. The Consultant shall fulfill the data and information security requirements (the "Requirements") set forth in Part A below.

A "secure IT environment" includes: (a) the IT infrastructure, by which the Services are provided to the City, including connection to the City's IT systems; (b) the Consultant's operations and maintenance processes needed to support the environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

In the event that, after the Effective Date, the Consultant reasonably determines that it cannot fulfill the Requirements, the Consultant shall promptly inform the City of its determination and submit, in writing, one or more alternate countermeasure options to the Requirements (the "Alternate Requirements" as set forth in Part B), which may be accepted or rejected in the reasonable satisfaction of the Information Security Manager (the "ISM").

**Part A. Requirements:**

The Consultant shall at all times during the term of any contract between the City and the Consultant:

- (a) Appoint or designate an employee, preferably an executive officer, as the security liaison to



the City with respect to the Services to be performed under this Agreement.

- (b) Provide a full and complete response to the City's Supplier Security and Privacy Assessment Questionnaire (the "Questionnaire") to the ISM, and also report any major non-conformance to the Requirements, as and when requested. The response shall include a detailed implementation plan of required countermeasures, which the City requires the Consultant to adopt as countermeasures in the performance of the Services. In addition, as of the annual anniversary date of this Agreement the Consultant shall report to the City, in writing, any major changes to the IT infrastructure.
- (c) Have adopted and implemented information security and privacy policies that are documented, are accessible to the City and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards. See the following:  
[http://www.iso.org/iso/home/store/catalogue\\_tc/catalogue\\_detail.htm?csnumber=42103](http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=42103)  
[http://www.iso.org/iso/catalogue/catalogue\\_tc/catalogue\\_detail.htm?csnumber=50297](http://www.iso.org/iso/catalogue/catalogue_tc/catalogue_detail.htm?csnumber=50297)
- (d) Conduct routine data and information security compliance training of its personnel that is appropriate to their role.
- (e) Develop and maintain detailed documentation of the IT infrastructure, including software versions and patch levels.
- (f) Develop an independently verifiable process, consistent with industry standards, for performing professional and criminal background checks of its employees that (1) would permit verification of employees' personal identity and employment status, and (2) would enable the immediate denial of access to the City's confidential data and information by any of its employees who no longer would require access to that information or who are terminated.
- (g) Provide a list of IT infrastructure components in order to verify whether the Consultant has met or has failed to meet any objective terms and conditions.
- (h) Implement access accountability (identification and authentication) architecture and support role-base access control ("RBAC") and segregation of duties ("SoD") mechanisms for all personnel, systems and software used to provide the Services. "RBAC" refers to a computer systems security approach to restricting access only to authorized users. "SoD" is an approach that would require more than one individual to complete a security task in order to promote the detection and prevention of fraud and errors.
- (i) Assist the City in undertaking annually an assessment to assure that: (1) all elements of the Services' environment design and deployment are known to the City, and (2) it has implemented measures in accordance with industry best practices applicable to secure coding and secure IT architecture.
- (j) Provide and maintain secure intersystem communication paths that would ensure the confidentiality, integrity and availability of the City's information.
- (k) Deploy and maintain IT system upgrades, patches and configurations conforming to current patch and/or release levels by not later than one (1) week after its date of release. Emergency security patches must be installed within 24 hours after its date of release.
- (l) Provide for the timely detection of, response to, and the reporting of security incidents, including on-going incident monitoring with logging.
- (m) Notify the City within one (1) hour of detecting a security incident that results in the unauthorized access to or the misuse of the City's confidential data and information.



# CITY OF PALO ALTO

City of Palo Alto

Information Security

Document Version: V2.5 [11/01/2012]

Doc: InfoSec 110

- (n) Inform the City that any third party service provider(s) meet(s) all of the Requirements.
- (o) Perform security self-audits on a regular basis and not less frequently than on a quarterly basis, and provide the required summary reports of those self-audits to the ISM on the annual anniversary date or any other date agreed to by the Parties.
- (p) Accommodate, as practicable, and upon reasonable prior notice by the City, the City's performance of random site security audits at the Consultant's site(s), including the site(s) of a third party service provider(s), as applicable. The scope of these audits will extend to the Consultant's and its third party service provider(s)' awareness of security policies and practices, systems configurations, access authentication and authorization, and incident detection and response.
- (q) Cooperate with the City to ensure that to the extent required by applicable laws, rules and regulations, the Confidential Information will be accessible only by the Consultant and any authorized third party service provider's personnel.
- (r) Perform regular, reliable secured backups of all data needed to maximize availability of the Services.
- (s) Maintain records relating to the Services for a period of three (3) years after the expiration or earlier termination of this Agreement and in a mutually agreeable storage medium. Within thirty (30) days after the effective date of expiration or earlier termination of this Agreement, all of those records relating to the performance of the Services shall be provided to the ISM.
- (t) Maintain the Confidential Information in accordance with applicable federal, state and local data and information privacy laws, rules and regulations.
- (u) Encrypt the Confidential Information before delivering the same by electronic mail to the City and or any authorized recipient.
- (v) Unless otherwise addressed in the Agreement, shall not hold the City liable for any direct, indirect or punitive damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the City's IT environment, including, without limitation, IT infrastructure communications.

**Part B. Alternate Requirements:**

## EXHIBIT "H"



CITY OF  
**PALO ALTO**

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# Information Privacy Policy (IPP)

Release and Version:	1 <sup>st</sup> Release, Version 2.2
Release Date:	31 January, 2013
Document Classification:	Need to Know



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## DOCUMENT CONTROLS

Document Title	Information Privacy Policy
Location	City of Palo Alto Website and SharePoint
Document Author	Raj Patel
Document Manager	Raj Patel
Contributors	Jonathan Reichental, Shiva Swaminathan, Tom Auzenne, Joe Blackwell, Grant Kolling

## CHANGE RECORD

Date	Author	Version	Change Reference
12-Jul-12	Raj Patel	0.01	First draft developed
26-Sep-12	Raj Patel	1.0	First draft released for review
09-Nov-12	Raj Patel	1.5	Updated first draft for review
19-Nov-12	Raj Patel	1.6	Additional updates as identified
22-Nov-12	Raj Patel	1.7	Revised table of content
26-Nov-12	Raj Patel	1.8	Revised followed by review from Jonathan Reichental and Tom Auzenne
6-Dec-12	Raj Patel	1.92	Revised according to comments from Jonathan Reichental
14-Jan-13	Raj Patel	2.0	Revised according to comments from Grant Kolling
31-Jan-13	Raj Patel	2.2	Revised according to recommendations from Information Security Steering Committee

## APPROVAL

Date	Name	Role	Comments
06-Dec-12	Raj Patel	Information Security Manager; Information Technology Department	Approved
06-Dec-12	Jonathan Reichental	CIO; Information Technology Department	Approved
06-Dec-12	Tom Auzenne	Assistant Director, Utilities Department	Approved
14-Jan-13	Grant Kolling	Senior Assistant City Attorney; City Attorney's Office	Approved
31-Jan-13	Information Security Steering Committee	Sponsor	Approved

## DISTRIBUTION

Name	Location
City of Palo Alto Employees, Service Providers, Residents and Businesses	City of Palo Alto Website and SharePoint



## **1. Objective**

The City of Palo Alto (the "City") strives to promote and sustain a superior quality of life for persons in Palo Alto. In promoting the quality of life of these persons, it is the policy of the City, consistent with the provisions of the California Public Records Act, California Government Code §§ 6250 – 6270, to take appropriate measures to safeguard the security and privacy of the personal (including, without limitation, financial) information of persons, collected in the ordinary course and scope of conducting the City's business as a local government agency. These measures are generally observed by federal, state and local authorities and reflected in federal and California laws, the City's rules and regulations, and industry best practices, including, without limitation, the provisions of California Civil Code §§ 1798.3(a), 1798.24, 1798.79.8(b), 1798.80(e), 1798.81.5, 1798.82(e), 1798.83(e)(7), and 1798.92(c). Though some of these provisions do not apply to local government agencies like the City, the City will conduct business in a manner which promotes the privacy of personal information, as reflected in federal and California laws. The objective of this Policy is to describe the City's data security goals and objectives, to ensure the ongoing protection of the Personal Information, Personally Identifiable Information, Protected Critical Infrastructure Information and Personally Identifying Information of persons doing business with the City and receiving services from the City or a third party under contract to the City to provide services. The terms "Personal Information," "Protected Critical Infrastructure Information", "Personally Identifiable Information" and "Personally Identifying Information" (collectively, the "Information") are defined in the California Civil Code sections, referred to above, and are incorporated in this Policy by reference.

### **A) INTENT**

The City, acting in its governmental and proprietary capacities, collects the Information pertaining to persons who do business with or receive services from the City. The Information is collected by a variety of means, including, without limitation, from persons applying to receive services provided by the City, persons accessing the City's website, and persons who access other information portals maintained by the City's staff and/or authorized third-party contractors. The City is committed to protecting the privacy and security of the Information collected by the City. The City acknowledges federal and California laws, policies, rules, regulations and procedures, and industry best practices are dedicated to ensuring the Information is collected, stored and utilized in compliance with applicable laws.

The goals and objectives of the Policy are: (a) a safe, productive, and inoffensive work environment for all users having access to the City's applications and databases; (b) the appropriate maintenance and security of database information assets owned by, or entrusted to, the City; (c) the controlled access and security of the Information provided to the City's staff and third party contractors; and (d) faithful compliance with legal and regulatory requirements.

### **B) SCOPE**

The Policy will guide the City's staff and, indirectly, third party contractors, which are by contract required to protect the confidentiality and privacy of the Information of the persons whose personal information data are intended to be covered by the Policy and which will be advised by City staff to conform their performances to the Policy should they enjoy conditional access to that information.

### **C) CONSEQUENCES**

The City's employees shall comply with the Policy in the execution of their official duties to the extent their work implicates access to the Information referred to in this Policy. A failure to comply may result in



employment and/or legal consequences.

#### **D) EXCEPTIONS**

In the event that a City employee cannot fully comply with one or more element(s) described in this Policy, the employee may request an exception from the application of the Policy. The request form will be developed, reviewed and administered by the City's Information Security Manager (the "ISM"). The employee, with the approval of his or her supervisor, will provide any additional information as may be requested by the ISM. The ISM will conduct a risk assessment of the requested exception in accordance with guidelines approved by the City's Chief Information Officer ("CIO") and approved as to form by the City Attorney. The Policy's guidelines will include at a minimum: purpose, source, collection, storage, access, retention, usage, and protection of the Information identified in the request. The ISM will consult with the CIO to approve or deny the exception request. After due consideration is given to the request, the exception request disposition will be communicated, in writing, to the City employee and his or her supervisor. The approval of any request may be subject to countermeasures established by the CIO, acting by the ISM.

#### **E) MUNICIPAL ORDINANCE**

This Policy will supersede any City policy, rule, regulation or procedure regarding information privacy.

## **2. RESPONSIBILITIES OF CITY STAFF**

#### **A) RESPONSIBILITY OF CIO AND ISM**

The CIO, acting by the ISM, will establish an information security management framework to initiate and coordinate the implementation of information security measures by the City's government.

The City's employees, in particular, software application users and database users, and, indirectly, third party contractors under contract to the City to provide services, shall be guided by this Policy in the performance of their job responsibilities.

The ISM will be responsible for: (a) developing and updating the Policy, (b) enforcing compliance with and the effectiveness of the Policy; (c) the development of privacy standards that will manifest the Policy in detailed, auditable technical requirements, which will be designed and maintained by the persons responsible for the City's IT environments; (d) assisting the City's staff in evaluating security and privacy incidents that arise in regard to potential violations of the Policy; (e) reviewing and approving department-specific policies and procedures which fall under the purview of this Policy; and (f) reviewing Non-Disclosure Agreements (NDAs) signed by third party contractors, which will provide services, including, without limitation, local or 'cloud-based' software services to the City.

#### **B) RESPONSIBILITY OF INFORMATION SECURITY STEERING COMMITTEE**

The Information Security Steering Committee (the "ISSC"), which is comprised of the City's employees, drawn from the various City departments, will provide the primary direction, prioritization and approval for all information security efforts, including key information security and privacy risks, programs, initiatives and activities. The ISSC will provide input to the information security and privacy strategic planning processes to ensure that information security risks are adequately considered, assessed and addressed at the appropriate City department level.



#### **C) RESPONSIBILITY OF USERS**

All authorized users of the Information will be responsible for complying with information privacy processes and technologies within the scope of responsibility of each user.

#### **D) RESPONSIBILITY OF INFORMATION TECHNOLOGY (IT) MANAGERS**

The City's IT Managers, who are responsible for internal, external, direct and indirect connections to the City's networks, will be responsible for configuring, maintaining and securing the City's IT networks in compliance with the City's information security and privacy policies. They are also responsible for timely internal reporting of events that may have compromised network, system or data security.

#### **E) RESPONSIBILITY OF AUTHORIZATION COORDINATION**

The ISM will ensure that the City's employees secure the execution of Non-Disclosure Agreements (NDA), whenever access to the Information will be granted to third party contractors, in conjunction with the Software as a Service (SaaS) Security and Privacy Terms and Conditions. An NDA must be executed prior to the sharing of the Information of persons covered by this Policy with third party contractors. The City's approach to managing information security and its implementation (i.e. objectives, policies, processes, and procedures for information security) will be reviewed independently by the ISM at planned intervals, or whenever significant changes to security implementation have occurred.

The CIO, acting by the ISM, will review and recommend changes to the Policy annually, or as appropriate, commencing from the date of its adoption.

### **3. PRIVACY POLICY**

#### **A) OVERVIEW**

The Policy applies to activities that involve the use of the City's information assets, namely, the Information of persons doing business with the City or receiving services from the City, which are owned by, or entrusted to, the City and will be made available to the City's employees and third party contractors under contract to the City to provide Software as a Service consulting services. These activities include, without limitation, accessing the Internet, using e-mail, accessing the City's intranet or other networks, systems, or devices.

The term "information assets" also includes the personal information of the City's employees and any other related organizations while those assets are under the City's control. Security measures will be designed, implemented, and maintained to ensure that only authorized persons will enjoy access to the information assets. The City's staff will act to protect its information assets from theft, damage, loss, compromise, and inappropriate disclosure or alteration. The City will plan, design, implement and maintain information management systems, networks and processes in order to assure the appropriate confidentiality, integrity, and availability of its information assets to the City's employees and authorized third parties.

#### **B) PERSONAL INFORMATION AND CHOICE**

Except as permitted or provided by applicable laws, the City will not share the Information of any person doing business with the City, or receiving services from the City, in violation of this Policy, unless that person has consented to the City's sharing of such information during the conduct of the City's business as a local government agency with third parties under contract to the City to provide services.



### **C) METHODS OF COLLECTION OF PERSONAL INFORMATION**

The City may gather the Information from a variety of sources and resources, provided that the collection of such information is both necessary and appropriate in order for the City to conduct business as a local government agency in its governmental and proprietary capacities. That information may be gathered at service windows and contact centers as well as at web sites, by mobile applications, and with other technologies, wherever the City may interact with persons who need to share such formation in order to secure the City's services.

The City's staff will inform the persons whose Information are covered by this Policy that the City's web site may use "cookies" to customize the browsing experience with the City of Palo Alto web site. The City will note that a cookie contains unique information that a web site can use to track, among others, the Internet Protocol address of the computer used to access the City's web sites, the identification of the browser software and operating systems used, the date and time a user accessed the site, and the Internet address of the website from which the user linked to the City's web sites. Cookies created on the user's computer by using the City's web site do not contain the Information, and thus do not compromise the user's privacy or security. Users can refuse the cookies or delete the cookie files from their computers by using any of the widely available methods. If the user chooses not to accept a cookie on his or her computer, it will not prevent or prohibit the user from gaining access to or using the City's sites.

### **D) UTILITIES SERVICE**

In the provision of utility services to persons located within Palo Alto, the City of Palo Alto Utilities Department ("CPAU") will collect the Information in order to initiate and manage utility services to customers. To the extent the management of that information is not specifically addressed in the Utilities Rules and Regulations or other ordinances, rules, regulations or procedures, this Policy will apply; provided, however, any such Rules and Regulations must conform to this Policy, unless otherwise directed or approved by the Council. This includes the sharing of CPAU-collected Information with other City departments except as may be required by law.

Businesses and residents with standard utility meters and/or having non-metered monthly services will have secure access through a CPAU website to their Information, including, without limitation, their monthly utility usage and billing data. In addition to their regular monthly utilities billing, businesses and residents with non-standard or experimental electric, water or natural gas meters may have their usage and/or billing data provided to them through non-City electronic portals at different intervals than with the standard monthly billing.

Businesses and residents with such non-standard or experimental metering will have their Information covered by the same privacy protections and personal information exchange rules applicable to Information under applicable federal and California laws.

### **E) PUBLIC DISCLOSURE**

The Information that is collected by the City in the ordinary course and scope of conducting its business could be incorporated in a public record that may be subject to inspection and copying by the public, unless such information is exempt from disclosure to the public by California law.

### **F) ACCESS TO PERSONAL INFORMATION**

The City will take reasonable steps to verify a person's identity before the City will grant anyone online access to that person's Information. Each City department that collects Information will afford access to affected persons who can review and update that information at reasonable times.



#### **G) SECURITY, CONFIDENTIALITY AND NON-DISCLOSURE**

Except as otherwise provided by applicable law or this Policy, the City will treat the Information of persons covered by this Policy as confidential and will not disclose it, or permit it to be disclosed, to third parties without the express written consent of the person affected. The City will develop and maintain reasonable controls that are designed to protect the confidentiality and security of the Information of persons covered by this Policy.

The City may authorize the City's employee and/or third party contractors to access and/or use the Information of persons who do business with the City or receive services from the City. In those instances, the City will require the City's employee and/or the third party contractors to agree to use such Information only in furtherance of City-related business and in accordance with the Policy.

If the City becomes aware of a breach, or has reasonable grounds to believe that a security breach has occurred, with respect to the Information of a person, the City will notify the affected person of such breach in accordance with applicable laws. The notice of breach will include the date(s) or estimated date(s) of the known or suspected breach, the nature of the Information that is the subject of the breach, and the proposed action to be taken or the responsive action taken by the City.

#### **H) DATA RETENTION / INFORMATION RETENTION**

The City will store and secure all Information for a period of time as may be required by law, or if no period is established by law, for seven (7) years, and thereafter such information will be scheduled for destruction.

#### **I) SOFTWARE AS A SERVICE (SaaS) OVERSIGHT**

The City may engage third party contractors and vendors to provide software application and database services, commonly known as Software-as-a-Service (SaaS).

In order to assure the privacy and security of the Information of those who do business with the City and those who received services from the City, as a condition of selling goods and/or services to the City, the SaaS services provider and its subcontractors, if any, including any IT infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, while it performs such services and/or furnishes goods to the City, to the extent any scope of work or services implicates the confidentiality and privacy of the Information.

These requirements include information security directives pertaining to: (a) the IT infrastructure, by which the services are provided to the City, including connection to the City's IT systems; (b) the SaaS services provider's operations and maintenance processes needed to support the IT environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. The term "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

Prior to entering into an agreement to provide services to the City, the City's staff will require the SaaS services provider to complete and submit an Information Security and Privacy Questionnaire. In the event that the SaaS services provider reasonably determines that it cannot fulfill the information security requirements during the course of providing services, the City will require the SaaS services provider to promptly inform the ISM.

#### **J) FAIR AND ACCURATE CREDIT TRANSACTION ACT OF 2003**

CPAU will require utility customers to provide their Information in order for the City to initiate and manage utility services to them.



Federal regulations, implementing the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), including the Red Flag Rules, require that CPAU, as a "covered financial institution or creditor" which provides services in advance of payment and which can affect consumer credit, develop and implement procedures for an identity theft program for new and existing accounts to detect, prevent, respond and mitigate potential identity theft of its customers' Information.

CPAU procedures for potential identity theft will be reviewed independently by the ISM annually or whenever significant changes to security implementation have occurred. The ISM will recommend changes to CPAU identity theft procedures, or as appropriate, so as to conform to this Policy.

There are California laws which are applicable to identity theft; they are set forth in California Civil Code § 1798.92.

## 4. CONTACTS

Information Security Manager: Patel, Raj <[Raj.Patel@CityofPaloAlto.org](mailto:Raj.Patel@CityofPaloAlto.org)>

Chief Information Officer: Reichental, Jonathan <[Jonathan.Reichental@CityofPaloAlto.org](mailto:Jonathan.Reichental@CityofPaloAlto.org)>

Utilities Department: Auzenne, Tom <[Tom.Auzenne@CityofPaloAlto.org](mailto:Tom.Auzenne@CityofPaloAlto.org)>

City Attorney's Office: Yang, Albert <[Albert.Yang@CityofPaloAlto.org](mailto:Albert.Yang@CityofPaloAlto.org)>

## Certificate Of Completion

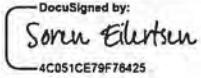
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 Certificate Pages: 2 Initials: 0  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Christopher Anastole  
 250 Hamilton Ave  
 Palo Alto , CA 94301  
 chris.anastole@cityofpaloalto.org  
 IP Address: 12.220.157.20

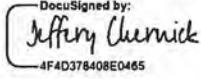
## Record Tracking

Status: Original	Holder: Christopher Anastole chris.anastole@cityofpaloalto.org	Location: DocuSign
12/6/2018 7:38:25 AM		
Security Appliance Status: Connected	Pool: City of Palo Alto	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

## Signer Events

Soren Eilertsen soren@rideamigos.com CEO Security Level: Email, Account Authentication (None)	<b>Signature</b>  Signature Adoption: Pre-selected Style Using IP Address: 172.91.69.110	<b>Timestamp</b> Sent: 12/6/2018 7:54:47 AM Viewed: 12/6/2018 8:13:19 AM Signed: 12/6/2018 8:18:53 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jeffery Chernick jeff@rideamigos.com Co-Founder Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 47.151.135.160	Sent: 12/6/2018 8:18:55 AM Viewed: 12/7/2018 12:26:03 PM Signed: 12/7/2018 12:27:03 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Hillary Rupert Hillary.Rupert@CityofPaloAlto.org Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 12/7/2018 12:27:05 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Rachael Tanner Rachael.Tanner@CityofPaloAlto.org Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 12/7/2018 12:27:06 PM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/7/2018 12:27:06 PM
Certified Delivered	Security Checked	12/7/2018 12:27:06 PM
Signing Complete	Security Checked	12/7/2018 12:27:06 PM
Completed	Security Checked	12/7/2018 12:27:06 PM
Payment Events	Status	Timestamps

**Carnahan, David**

**From:** Ng, Judy  
**Sent:** Friday, December 7, 2018 5:01 PM  
**To:** Council Members; ORG - Clerk's Office; Council Agenda Email  
**Cc:** Keene, James; Shikada, Ed; De Geus, Robert; Flaherty, Michelle; Gaines, Chantal; Tanner, Rachael; Stump, Molly; Portillo, Rumi  
**Subject:** 12/10 Council Agenda Questions for Item 7



Dear Mayor and Council Members:

On behalf of City Manager Jim Keene, please find below in **bold** staff responses to inquiries made by Council Member Tanaka in regard to the December 10, 2018 council meeting agenda.

Item 7: Adoption of MOA for UMPAPA – CM Tanaka

**Item 7: Adoption of MOA for UMPAPA**

Q. 1. 12% is a very large amount for a salary increase for 48 employees. How was this amount decided on? Is this really the best the city could negotiate?

**A. 1. As described in the staff report, this is the first general wage increase for these employees since 2013. This compensation adjustment reflects a negotiated agreement, balancing workforce attraction and retention issues as developed in consultation with the City Council.**

Thank you,  
Judy Ng



Judy Ng  
City Manager's Office | Administrative Associate III  
250 Hamilton Avenue | Palo Alto, CA 94301  
Phone: (650) 329-2105  
Email: [Judy.Ng@CityofPaloAlto.org](mailto:Judy.Ng@CityofPaloAlto.org)

**Carnahan, David**

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**From:** Chris Robell <chris\_robell@yahoo.com>  
**Sent:** Sunday, December 9, 2018 3:29 PM  
**To:** Council, City  
**Cc:** Alison Cormack  
**Subject:** 12% pay raise

Dear City Council Members,

I understand that at tomorrow's City Council meeting, there is a proposal to increase base pay by 12% for all supervisors and managers of the utility department. This seems excessive and unwarranted. If there are specific critical individuals who are deemed a flight risk, then perhaps some targeted approach to retain those individuals could be considered. But an across-the-board increase of this magnitude does NOT seem responsible.

Please be fiscal stewards of our city's finances and remove this from consent calendar.

Respectfully,  
Chris Robell  
Old Palo Alto resident

## **Carnahan, David**

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**From:** Susan Phillips Moskowitz <susan@mrsmoskowitz.com>  
**Sent:** Sunday, December 9, 2018 4:05 PM  
**To:** Council, City  
**Subject:** They don't need a 12% raise

The Stanford university staff receive a 3-5% raise.  
Please don't approve 12%.

Susan Phillips-Moskowitz  
1941 Tasso st., Palo Alto

## **Carnahan, David**

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**From:** Graham Dresden <gdresden@gmail.com>  
**Sent:** Sunday, December 9, 2018 7:32 PM  
**To:** Council, City  
**Subject:** UMPAPA

Dear City Council,

Thank you very much for doing the right thing with Mr. Keene's compensation. I know that sometimes the right answer is hard politically; however, you will sleep better at night if you continue to follow the same rules.

It has come to my attention that the city staff has reached a Memorandum of Agreement with UMPAPA (Utilities Management and Professional Association of Palo Alto). Again, I am shocked that the agreement contains a 12% base salary increase for all members of UMPAPA (with a total cost to the city: \$1.14 million). I know that the standard percent increase the City gives to its employees every year is 3.1%.

Also, so you know, I work in the health care field and have not had a raise in the last ten years (in fact, I have had my pay cut each year by approximately 1-1.5%).

Please reconsider this agreement. Spending money that we don't have doesn't make any sense.

Thank you very much for listening to your constituents

Graham Dresden

## **Carnahan, David**

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**From:** William Xuan <william.y.xuan@gmail.com>  
**Sent:** Sunday, December 9, 2018 9:32 PM  
**To:** Council, City  
**Subject:** UMPAPA

The UMPAPA issue is a hold up and we are forking over our money. This is 1 million dollars we are forking over for no reason, except that they asked for it. Unless they have got something to show for that, besides a ransom demand, we should stand our ground. Vote for rationality and vote against UMPAPA.

William  
4049 Middlefield Rd.

## **Carnahan, David**

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**From:** stephen wang <stephen\_wang2000@yahoo.com>  
**Sent:** Sunday, December 9, 2018 9:41 PM  
**To:** Council, City  
**Subject:** Pay raise concerns

Dear city council members,

As a Palo Alto resident, I am alarmed that the city staff reached a Memorandum of Agreement with UMPAPA for a 12% base salary increase for all members of UMPAPA.

This 12% salary increase is 4x the typical pay increase for city workers.

Before this is fully passed, I believe the council should publicly explain the reasons for such a high increase in pay.

Regards,

Stephen L. Wang  
Palo Alto resident

Sent from my iPhone

## **Carnahan, David**

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**From:** Donna Sheridan <d@dsheridan.com>  
**Sent:** Sunday, December 9, 2018 10:30 PM  
**To:** Council, City  
**Subject:** Isn't this a bit much?

**Importance:** High

Dear City Council Members,

I just read this. Is it accurate?

Why would we not just do COLA as others do?

I think we need our City Council members to be fiscally responsible and help balance our budget, not overkill on raises.

Thanks

Donna Sheridan

*At tomorrow's City Council meeting, there is a proposal to increase base pay by 12% for all 48 supervisors and managers of the utility department. This seems excessive given the fiscal challenges our city faces. I would think that if there are specific critical individuals who are deemed a flight risk, then perhaps some targeted approach to retain those individuals could be considered. But an across-the-board increase for all supervisors/managers does NOT seem responsible. I wonder what the first line employees would think if this were approved.*

**Carnahan, David**

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**From:** JIM POPPY <jamespoppy@comcast.net>  
**Sent:** Monday, December 10, 2018 9:33 AM  
**To:** Council, City  
**Subject:** Just say NO to UMPAPA 12% wage increase

City Council,

The 48 managerial positions up for a 12% pay raise can live with an increase more in line with other city employees.

3% is still a very nice raise. More than I've received the last two years.

Just say no to such an exorbitant pay raise.

Jim Poppy

135 Melville Ave

**Carnahan, David**

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**From:** Melissa Leigh Raby <melissaraby.casn@gmail.com>  
**Sent:** Monday, December 10, 2018 10:01 AM  
**To:** Council, City  
**Subject:** Proposal for Paid Parental Leave

Thank you, City of Palo Alto, for considering this new draft policy of offering 6 weeks of paid time off for birthing parents, adoptions, foster children and non-birthing parents. As a Registered Nurse and mother of young children, I whole-heartedly believe that this is a step in the right direction for healthy babies and healthy families. Although I am proud of the City's willingness to start with this proposal, I hope that you will soon consider extending paid time off from 6 to 12 weeks, which is the current recommendation by health care professionals. This is also in-line with many of the other employers in our city, a city that is known around the world as a progressive and innovative place to live and work. In order to recruit and retain a dedicated and highly competitive workforce, the City's future depends on a policy that is at minimum with state law and is in line with other cities. I thank the City for putting a proposed policy forward and look forward to a decision that supports the health and wellness of our future generation!

## **Carnahan, David**

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**From:** Matthew Ball <matthewnball@gmail.com>  
**Sent:** Monday, December 10, 2018 1:25 PM  
**To:** Council, City  
**Subject:** Six Weeks Paid Time Off

Hello,

Thank you for considering this new draft policy of offering 6 weeks of paid time off for birthing parents, adoptions, foster children and non-birthing parents. I believe that this is a step in the right direction for healthy babies and healthy families. Although I am proud of the City's willingness to start with this proposal, I hope that you will soon consider extending paid time off from 6 to 12 weeks, which is the current recommendation by health care professionals. This is also in-line with many of the other employers in our city, a city that is known around the world as a progressive and innovative place to live and work. In order to recruit and retain a dedicated and highly competitive workforce, the City's future depends on a policy that is at minimum with state law and is in line with other cities. I thank the City for putting a proposed policy forward and look forward to a decision that supports the health and wellness of our future generation!

Matt

## Carnahan, David

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**From:** Giselle Rahn <gmrahn@gmail.com>  
**Sent:** Monday, December 10, 2018 2:43 PM  
**To:** Council, City  
**Subject:** In Support of Paid Parental Leave

Dear Council Members,

I'm pleased to know the Council is considering a measure to provide paid parental leave to City employees. I hope this is adopted at a minimum, and strongly encourage you to consider the extending the PTO to 12 weeks. Twelve weeks is the current standard recommendation by health care professionals to heal and bond.

Although some daycare's allow babies at 6 weeks, it's dangerous to expose an unvaccinated newborn to that environment. In CA, the vaccination schedule starts at the 2 month (9 week) appointment.

In addition to the bonding and health concerns for an infant, I'd like to share some personal details to explain why I think 12 weeks is reasonable. This may seem overly personal or graphic, but giving birth is a physical event to recover from that is frequently glossed over. Five weeks after a routine vaginal delivery with normal vaginal tearing I had only just become comfortable standing and sitting. I cannot imagine returning to work after six weeks. Can you imagine having to perform your job duties while your genitals are still tender from giving birth and your perineal stitches haven't fully dissolved? What about performing your job after having major abdominal surgery?

Let's consider non-birthing parents too and talk about sleep and self care.

My baby wasn't sleeping more than 90 to 120 minutes at a time until 6 weeks. This meant that I wasn't sleeping for more than 45 minutes at a time unless my spouse or a visiting family member was able to take care of the baby for a stretch of time. It takes time to recover from short term sleep deprivation.

A [study by the NIH](#) found that new fathers on leave got less sleep than new mothers, until they returned to work and then the mother bore the burden of sleep deprivation. Another NIH study found that "In otherwise healthy adults, short-term consequences of sleep disruption include increased stress responsivity, somatic pain, reduced quality of life, emotional distress and mood disorders, and cognitive, memory, and performance deficits." ([source](#))

New parents (adoptive, foster, birthing or non birthing) need time to take care of themselves emotionally, physically, and mentally after bringing a new child home. The fact is, they will be able to do their jobs better after 12 weeks than after 6 weeks because they will be getting more sleep. Please, do right by them and their co-workers by extending this paid leave policy.

A paid parental leave policy is a great step to make the City a more inclusive employer. The City's future depends on a policy that is at minimum with state law and is in line with other cities to stay competitive for talent. Again, I thank the City for putting a proposed policy forward and am glad this progress has been made.

Regards,  
Giselle Rahn

Resident of Palo Alto

**Carnahan, David**

**From:** Ng, Judy  
**Sent:** Monday, December 10, 2018 5:14 PM  
**To:** Council Members; ORG - Clerk's Office; Council Agenda Email  
**Cc:** Keene, James; Shikada, Ed; De Geus, Robert; Flaherty, Michelle; Gaines, Chantal; Tanner, Rachael; Stump, Molly; O'Kane, Kristen; leConge Ziesenhenne, Monique  
**Subject:** 12/10 Council Agenda Questions for Item 14

**Council Question Response**

Dear Mayor and Council Members:

On behalf of City Manager Jim Keene, please find below in **bold** staff responses to inquiries made by Council Member Tanaka in regard to the December 10, 2018 council meeting agenda.

Action Item 14: Approval of 5-Year Aquatics Operating/Revenue Agreement with Team Sheeper – CM Tanaka

**Item 14: Approval of 5-Year Aquatics Operating/Revenue Agreement with Team Sheeper – CM Tanaka**

Q.1. Why is the City Council being asked to approve a new five-year contract at this time based on 2017 user survey data? Shouldn't the city council wait until we have the 2018 user survey data to evaluate this contract? Does the survey data (2017 and 2018) include results from each of the major pool user constituencies? If not, why not?

**A.1. The user survey data included in the staff report is for calendar year 2018. The recommendation to City Council to approve a new contract is based on the results of the RFP process. The user survey data provides additional supporting data to help inform that decision.**

**Survey data is collected from all pool users with the exception of PASA and Masters swimmers since those are managed by their respective head coaches through a subcontract agreement with Team Sheeper. Feedback is communicated directly between the coaches and Team Sheeper.**

Q.2. Could the vote on the Team Sheeper contract be postponed/removed from the November 26, 2018 City Council meeting? What would be the ramifications if the city council were to take more time to evaluate this proposed contract? Would an interim extension of the existing contracts be feasible?

**A.2. The agenda item was postponed until December 10, 2018 to allow for additional time for Sheeper and Rinconada Masters to discuss a future subcontract. The**

**preference is to start the new contract at the beginning of a new season so there aren't changes to the pool schedule and prices mid-season.**

Q.3. Has the Parks and Recreation Commission recommended that the City Council approve the new Team Sheeper contract? If not, why? If yes, please provide the materials used in reaching their recommendation. In either case, what was the Commission's vote?

**A.3. A presentation was made to the Parks and Recreation Commission by Community Services Department staff on October 23, 2018. The Commission provided feedback but did not take action as it is not typical for a Commission to take action on a contract. The Parks and Recreation Commission did encourage the City to find a solution to keep Rinconada Masters at the pool.**

Q.4. If I understand the timing correctly, the city did not send the RFP out to the bidders until July 18, 2018. The RFP process closed on August 21, 2018. Was this a reasonable amount of time to give bidders that are not as familiar with the Rinconada operations enough time to submit their proposals? Is it possible that some new potential vendors did not submit proposals because they would have had only a few months to negotiate their new contract plus initiate their new operations at the Rinconada Pool?

**A.4. We believe this was a reasonable amount of time. The timeframe for issuing the RFP and the length of time it was open were recommended by the ASD's Purchasing Team and match standards used across the City.**

Q. 5. Given the financial numbers and projections provided when Team Sheeper's current contract was approved by the City Council in 2017, why does the city manager recommend that we approve a new contract with Team Sheeper now without a reasonable review of those numbers and projections versus the actual numbers during the past two years? Are those future projections still accurate and reliable?

**A.5. Staff have reviewed financials throughout the term of the current contract. Aquatics revenue and revenue shares came in lower than expected in Calendar Year 2018 (based on data through October 31, 2018.) However, the lower revenue is not significant – revenue shares will be approximately \$10,000 as compared with budgeted expectations of \$30,000.**

**Team Sheeper submitted lower revenue expectations with this new RFP bid than what they'd proposed in their 2015 bid. This was based on their actual experience over current contract term. FY 20 revenue share projections are approximately \$10,000 and approximately \$20,000 in FY 21 as Sheeper expects programs to slowly grow.**

Q.6. During the 2017 process to approve Team Sheeper's current contract, the Aquatics Department forecast 2019 revenue sharing paid to the City of \$125,000. Is that still a valid assumption for 2019? If not, what is the City's current 2019 revenue forecast (based on its revenue share with Team Sheeper) and how does that compare to the actual 2017 and 2018 revenue numbers?

**A.6. Staff is still reviewing these numbers and will have them available at the Council meeting tonight.**

Q.7. What is Team Sheeper's forecast for overall revenue from operating and managing Rinconada pool for 2019?

**A.7. The new contract estimates \$823,000 of overall revenue for Calendar Year 2019.**

Q.8. During the approval process in 2017, the Aquatics Department forecast 2019 City operating pool costs of \$60,000. Does this include both operating costs and non-operating (capitalized pool maintenance and improvements) costs? Please provide the actual numbers for 2017 and 2018. What are the City's current forecasted 2019 and 2020 operating costs? How will the City cover any operating costs in excess of the \$60,000 forecasted amount? What are the similar numbers for non-operating costs?

**A.8. Direct operating costs are approximately \$60,000 per fiscal year between staffing, supplies and materials. We have another \$300,000 annual cost for Public Works maintenance and utilities. We do not expect major capital investments in the near future. We also do not expect these City expenses to change during the contract term. Some of the operating costs are offset by the 1% revenue the City receives from Sheeper.**

Q.9. For the Masters swim program only, what are the actual 2017 and 2018 numbers for 1) gross fees collected by Team Sheeper and 2) the revenue sharing percent and amount paid or due to the City? How do these compare to amounts paid to the City by the masters team before the current Team Sheeper contract began? What does Team Sheeper forecast for revenue for the masters program for 2019 based on the 2019 pool schedule that Team Sheeper submitted?

**A.9. Before the Sheeper contract, the Masters program paid the City about \$14,000 per year for use of the pool. Masters pays Team Sheeper approximately \$20,000 per year under the current contract. The city received 1% of the Masters revenue in 2018.**

Q.10. Will the city receive its revenue share payments on a monthly basis or on another payment schedule?

**A.10. Yearly. Team Sheeper will provide monthly revenue estimates and yearly payments.**

Thank you,  
Judy Ng



Judy Ng  
City Manager's Office | Administrative Associate III  
250 Hamilton Avenue | Palo Alto, CA 94301  
Phone: (650) 329-2105  
Email: [Judy.Ng@CityofPaloAlto.org](mailto:Judy.Ng@CityofPaloAlto.org)

**Carnahan, David**

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**From:** Ann Protter <ann.protter@gmail.com>  
**Sent:** Wednesday, December 5, 2018 3:25 PM  
**To:** O'Kane, Kristen; Council, City; O'Kane, Kristen  
**Subject:** Tim Sheeper + Masters

Dear Ms O'Kane,

In a last ditch effort, I am asking that you modify your request to the city council for approval of the Tim Sheeper proposal. Instead, you could offer a one year extension of his current proposal, with some fee increases.

There are many more people than just the 65 Master's swimmers who do Not want this proposal to be approved. There are many of us (three of us lap swimmers in just the four houses on my block) who do Not want to have Tim run the Master's program. We have all swum at Burgess pool during his Master's program - those young pups are serious swimmers -- they can be noisy and rambunctious. We are Not wanting that environment at our Rinconada. Plus, we love to see the long standing friendships and community that make up the Master's club. What a shame that the city is seeking to break this up, simply because a gate was open (it has been open for Masters for years without a single kid wandering in and drowning) and Tim doesn't think Carol has enough life guards. This smacks of an Excuse, not a reason (there have been 2 incidents in 47 years - two heart attacks and both swimmers survived).

I know this is making your life more difficult -- you didn't receive any other proposals. But you also admitted that you Could have written your RFP to include Carol as the Master's coach. You Could have checked with us swimmers Before the RFP was written to see what WE wanted, not just find out what Tim wanted.

I believe it is the city's responsibility to fix this problem. It was created by the city and it ought to be fixed by the city.

I for one am pretty upset that while I pay for Rinconada, both through fees and property taxes, I am losing a beloved program - simply because the city is (again!) catering towards a business need, not what the residents want.

Have you watched the city council meetings? Dozens of us, all giving up multiple Monday evenings, just to plead for something the city is taking away from us - when it doesn't have to!

You can fix this and I implore you to do just that.

Ann Protter

## **Carnahan, David**

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**From:** shawn sasse <sassetoo@hotmail.com>  
**Sent:** Wednesday, December 5, 2018 4:57 PM  
**To:** O'Kane, Kristen  
**Cc:** LeBlanc, Jazmin; Eva, Sharon; Council, City  
**Subject:** Re: New City Council Date for Aquatics Contract - Follow Up

Kristen,

It's Dec. 5, and lap swimmers have not received your e-mailed fact sheet.

After reading through the report the Recreation Services Department will be presenting on Dec. 10 at the City Council meeting, I have the following comments and concerns (as do many in the swimming community):

### **PRESENTATION:**

The critical feedback Recreation Services Department has received from the swimming community in the past year has been left out. It is not an honest report; if it were, members of the swimming community would not be attending City Council meetings to express their unaddressed concerns.

### **CONTRACT:**

- 1) The contract states that Team Sheeper will provide 400-500 hours of lap lane hours/week. There is nothing in the contract to protect the current (and exclusive) use of the pool for lap swimming during PRIME hours (6-8:30am and 6-8:30pm). This has been a major concern of the lap swimming community.
- 2) There is nothing in the contract to protect the hours of operation of the pool on weekends and weekdays.
- 3) Rinconada Masters has been terminated with no equal replacement for the swimming community, and the City has condoned this rather than supported the community team.
- 4) The contract does not require a review by the swimming community/City before Team Sheeper implements new schedules.

### **JANUARY SAMPLE SCHEDULE:**

- 1) Dedicated evening lap swimming has been seriously compromised. Only 3-7 lanes are provided two weeknights per week, and the pool closes earlier. PASA has been given a big advantage. Where is the community's representation in this?
- 2) What is the schedule for the other 11 months? What protects the swimming community from further upsets and surprises?
- 3) How are the hours of operation going to fluctuate year round? Are we going to have decreased hours of operation, especially during the summer (as happened last summer).

We are pushing for the Recreation Services Department to act in the swimming community's interest. Team Sheeper's Burgess pool feels less like a community pool and more like Team Sheeper's private pool. I swim at Rinconada exactly because it's NOT Burgess - it's a COMMUNITY pool with COMMUNITY focused hours of operation and a schedule that doesn't mix users in the same time slots. Let's protect our swimming community in the contract. This is what we were promised from day one.

I have copied the City Council with this email so all are aware of the swimming community's ongoing and unresolved concerns with the proposed contract.

Shawn Sasse

On Nov 26, 2018, at 3:04 PM, O'Kane, Kristen <[Kristen.O'Kane@CityofPaloAlto.org](mailto:Kristen.O'Kane@CityofPaloAlto.org)> wrote:

Dear lap swimmers,

As a user of Rinconada Pool, I wanted to ensure you knew that the proposed Aquatics Contract has been moved to the December 10, 2018 City Council Meeting. The agenda for the December 10<sup>th</sup> meeting will be posted this Thursday. The item was moved because of concern that tonight's full agenda would not provide ample time for community comments and City Council discussion on this important topic.

In the meantime, staff will be preparing a fact sheet to clarify common questions we have heard, and we will send that out in the next few days. We will also post it at the pool. If you would like to meet with me or another staff member before December 10th, please let me know and I will be happy to find a time to meet with you.

Kind regards,

Kristen

<image001.jpg>

Kristen O'Kane  
Chief Operating Officer - Community Services  
1305 Middlefield Rd. | Palo Alto, CA 94301  
D: 650.463.4908 | E: [kristen.o'kane@cityofpaloalto.org](mailto:kristen.o'kane@cityofpaloalto.org)

*Please think of the environment before printing this email – Thank you*

## Carnahan, David

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**From:** Bruce Anderson <bruce.g.anderson@gmail.com>  
**Sent:** Thursday, December 6, 2018 11:18 AM  
**To:** Council, City  
**Subject:** Message from the City Council Home Page

Regarding the Pool Contract

Staff Report

According to staff report ID#9841, "the City struggled to hire and retain adequate pool staff ..." It appears that the proposed contractor can hire and retain staff. Why is it easier for the contractor? The local hiring pool is the same. (Where my wife used to work, they had staffing shortages. The library did not allow willing people to work more than half time because then they had to provide costly benefits. And people would only stay around until they could find work with more hours and benefits.)

The staff report appears to be cut and pasted from Team Sheeper advertising material.

The part about continuous contract safety violations seems strange. It would be interesting to know what they are. Swimmers seem to feel safe.

The report anticipates General Fund savings of approximately \$140,000. How is Team Sheeper able to provide this savings? Do they pay their lifeguards less? Do they charge users more? What kind of a business is Team Sheeper? They need to buy insurance. What taxes do they pay?

Contract

Exhibit A

Item I.a.ii requires two lifeguards on deck. This seems to be a new requirement, at least for lap swimming. For lap swimming, there have historically been two on duty, taking turns with one on deck and one managing admissions. This has been very satisfactory and it seems unnecessary to have two on deck. Lap swimming is very orderly and the swimmers competent, not like summer recreational swim where all is chaos. Having a third person on duty will increase costs and put upward pressure on user pricing.

Item I.c.iii prohibits lifeguard use of cell phones while on deck. Some lifeguards like to listen to music and podcasts on their phones. Is this now prohibited? Probably necessary for recreational swim but not lap swim.

Item II.c.ii specifies at least 400 lap swim lane hours/week. This is less than half the number shown on the proposed schedule. If all the required hours were scheduled in the middle of the day, that would not work for me.

Bruce Anderson  
Palo Alto resident and voter

## Carnahan, David

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**From:** Ann Protter <ann.protter@gmail.com>  
**Sent:** Thursday, December 6, 2018 5:44 PM  
**To:** O'Kane, Kristen; Council, City; O'Kane, Kristen  
**Subject:** Re: Tim Sheeper + Masters

Dear Ms O'Kane and the City Council,

Thank you for encouraging Tim Sheeper to work with Carol McPherson of the Rinc Masters swim program. They met today and he offered her a contract for 6 months, with restrictions, fee increases, and changes.

One restriction is that Tim will not allow her to teach the Swim4Fitness class. This class is the only class that teaches adults how to improve their strokes and is taught by an experienced coach (not a high school student during summer months). It's a small class, with revolving students, typically 6-8 at any given time. As I've mentioned to the city council, my son with mental health issues is finally learning to swim, at age 17, and after many attempts to teach him (including an attempt through Tim Sheeper this summer).

Thus, I am personally very sad and sorry to see this ended. It has meant a lot to me and my son, and it feels like a loss that I cannot understand. Why oh why would he exclude this wonderful program????

Equally puzzling is why he is offering just 6 months, unless it is to appease the swimmers, with hopes of his quietly refusing to renew in June.

While we are pleased there has been some movement on Tim's part, it doesn't feel quite right. It would be better if he allowed her to teach Swim4Fitness and the contract was for the year, with the same fees she pays today.

BTW, there is talk of moving her entire program to another pool (which is happy to accept her). If this happens, Tim will likely lose revenue from nearly 60 swimmers (or more, if lap swimmers like me move too, which I will). And probably more importantly, create a sense of ill will. I have loved swimming at Rinconada for decades, sure hate to lose it because Tim doesn't like working with Carol.

Sincerely,  
Ann Protter

On Wed, Dec 5, 2018 at 3:24 PM Ann Protter <[ann.protter@gmail.com](mailto:ann.protter@gmail.com)> wrote:

Dear Ms O'Kane,

In a last ditch effort, I am asking that you modify your request to the city council for approval of the Tim Sheeper proposal. Instead, you could offer a one year extension of his current proposal, with some fee increases.

There are many more people than just the 65 Master's swimmers who do Not want this proposal to be approved. There are many of us (three of us lap swimmers in just the four houses on my block) who do Not want to have Tim run the Master's program. We have all swum at Burgess pool during his Master's program - those young pups are serious swimmers -- they can be noisy and rambunctious. We are Not wanting that environment at our Rinconada. Plus, we love to see the long standing friendships and community that make up the Master's club. What a shame that the city is seeking to break this up, simply because a gate was open (it has been open for Masters for years without a single kid wandering in and drowning) and Tim doesn't think Carol has enough life guards. This smacks of an Excuse, not a reason (there have been 2 incidents in 47 years - two heart attacks and both swimmers survived).

I know this is making your life more difficult -- you didn't receive any other proposals. But you also admitted that you Could have written your RFP to include Carol as the Master's coach. You Could have checked with us swimmers Before the RFP was written to see what WE wanted, not just find out what Tim wanted.

I believe it is the city's responsibility to fix this problem. It was created by the city and it ought to be fixed by the city.

I for one am pretty upset that while I pay for Rinconada, both through fees and property taxes, I am losing a beloved program - simply because the city is (again!) catering towards a business need, not what the residents want.

Have you watched the city council meetings? Dozens of us, all giving up multiple Monday evenings, just to plead for something the city is taking away from us - when it doesn't have to!

You can fix this and I implore you to do just that.

Ann Protter

## Carnahan, David

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**From:** Susanne Jul <susanne.jul@gmail.com>  
**Sent:** Monday, December 10, 2018 9:27 AM  
**To:** Council, City  
**Subject:** Rinconada Pool vision

As an avid lap-swimmer, I am dismayed that swim program management discussions remain unclear and contentious. My sense is that there are two core difficulties: a lack of a clear shared vision for the pool community, and a lack of a clear process for stakeholder oversight and input in the realization of such a vision.

I am forwarding a sketch of a vision that I had sent to the city in March, apparently to no effect. Perhaps with city council involvement, we can exercise more control and develop a better model for ensuring community integration in oversight of community facility management.

Given the late stages of contract negotiations, would it be possible to extend the current contract for some period, and undertake a more transparent and inclusive planning process under the oversight of city council?

Thank you for your time and efforts on behalf of the community,  
-- Susanne

----- Forwarded Message -----

**Subject:**Pool vision  
**Date:**Wed, 07 Mar 2018 11:55:01 -0800  
**From:**Susanne Jul <[susanne.jul@gmail.com](mailto:susanne.jul@gmail.com)>  
**Reply-To:**[susanne.jul@gmail.com](mailto:susanne.jul@gmail.com)  
**To:**[stephanie.douglas@cityofpaloalto.org](mailto:stephanie.douglas@cityofpaloalto.org)

Dear Stephanie,

I was at the meeting last night. I'm sorry it's such an uphill battle to do the right thing and solicit community input.

I think the heart of the difficulty is that we don't have a shared vision for the pool. It's like the car salesman I once encountered: I walked onto the lot certain that I wanted to buy a particular car model, but wanted to check out driving visibility, and how hard it would be to load my bike. The salesman kept asking, "Have you decided what color you want?" I walked out, and went straight to another dealer.

I've sketched out a long-term vision below. I think that you'll find life much easier if you have something like this to work from. It turns the conversation to goals, priorities and evaluation criteria rather than opening the Pandora's box of personal opinion.

I'd be happy to talk with you about it. I have limited time, but would be happy to do what I can to help flesh it out.

Thank you for all the work you do,  
-- Susanne

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Vision for Rinconada Community Pool

## **OBJECTIVES**

Build and maintain a facility and community that promotes swimming by

1. supporting individuals of all ages, skill levels, and backgrounds in experiencing the joys and benefits of swimming in a manner that meets individual needs, desires, and lifestyles, and
2. providing a training ground for the swim professionals of tomorrow.

## **OUTCOMES**

- Swimmers of skill levels, and backgrounds regularly have opportunities to
  - - use the pool for personally directed swim activities
    - improve their skills through private, informal, or occasional coaching
    - participate in organized programs that provide regular training aimed at improving skills, maintaining fitness, or competition
- The pool contributes to the health of the sport of swimming by
  - - encouraging swimming as a lifestyle choice
    - nurturing and providing a training ground for swim professionals such as athletes, lifeguards, coaches, pool managers, etc.
- The pool contributes to the greater community of Palo Alto by actively adopting Palo Alto community values, promoting
  - - social integration and inclusiveness, including providing for the needs of physically, mentally, or economically disadvantaged community members
    - environmentally responsible operations and behaviors
- The pool is a center for the community of swimmers in Palo Alto, and
  - - has a core of community members who actively work to ensure that the pool vision is being realized, and the needs of all stakeholders are taken into account
    - supports a communication and conflict resolution strategy that ensures that information flows among all stakeholders, operational problems can be addressed quickly and effectively, and conflicts can be addressed in alignment with the pool vision

## **OUTPUTS**

- Maintain currently successful programs at a minimum of their current levels of schedule and pricing:
  - - Lap swim
    - PASA
    - Masters
- Develop/ensure learning programs
  - - swim lessons for ... [Moving toward having lessons or coaching opportunities at "all ages, skill levels, and backgrounds"]
    - swim professionals
- Criteria and plan for environmentally responsible operations and behaviors

- Criteria and plan making the pool a center of the community of swimmers
- 

*Prepare to be unprepared.*

Thanks to everyone who helped [support our research on spontaneous leadership in Hurricane Harvey.](#)

**Carnahan, David**

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**From:** Susan Pines <susan@pines.com>  
**Sent:** Friday, December 7, 2018 9:41 PM  
**To:** Council, City  
**Subject:** The Downtown Grandfathered Facilities Law

Dear City Council,

I strongly urge that you vote against any change to this law that would result in less housing units available in the Downtown area. As you know, housing is an urgent priority, and doing anything detrimental to the current housing stock is just ridiculous.

Please consider the overall goal of increasing and maintaining our housing units in your deliberations.

Respectfully,

Susan Pines  
4109 Donald Dr, Palo Alto, CA

## Carnahan, David

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**From:** hjc@cohensw.com  
**Sent:** Friday, December 7, 2018 8:28 PM  
**To:** Council, City  
**Cc:** Howard Cohen  
**Subject:** President Hotel

Council members:

As a concerned citizen of Palo Alto, and a supporter of Palo Altans for Sensible Zoning, I have been following the story of AJ Partners' acquisition of the President Hotel apartments and their attempt to bulldoze the city into allowing them to evict the extant tenants and return the building to functioning as a hotel.

The entire process stinks and looks as if AJ has been acting underhandedly to get the city to quickly eliminate a number of laws and ordinances which would (1) protect scarce rental housing in Palo Alto, (2) override legal protection for the use of grandfathered buildings, such as the President, from having their uses changed (such as, from rental apartments to a boutique hotel), and (3) override the zoning requirements for commercial buildings to provide adequate parking, among other things.

All this without proper and open and public discussion with a lame duck City Council.

I agree with PASZ that

1) No change be made to the law without a full vetting and review by the Planning and Transportation Commission, as is normally required, and

2) That any revision should continue to prevent residential uses from changing to commercial ones so as to preserve Downtown housing and protect tenants from being displaced.

Backroom deals have no place in our city. To me, this whole process smells of corruption and slime and I am disappointed in all of you who are pushing this destructive process forward.

Howard J Cohen, Ph.D.  
3272 Cowper Street  
Palo Alto, CA 94306

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Howard J. Cohen, Ph.D., President      howard@cohensw.com  
Cohen Software Consulting, Inc.      <http://www.cohensw.com>  
Applications, Algorithms, GUI, RDBMS (650) 856-8123  
Bioinformatics                                (650) 856-4273 (fax)  
Litigation Support                            (650) 269-1467 (cell)

## **Carnahan, David**

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**From:** Subhash Narang <snarang012@gmail.com>  
**Sent:** Friday, December 7, 2018 7:55 PM  
**To:** Council, City  
**Subject:** Hotel Conversion

Dear Council Members,

I am writing to oppose the changes proposed by staff to Section 18.18.120 (Grandfathered Uses and Facilities) of Chapter 18.18 (Downtown Commercial District) of Title 18 (Zoning) of the Palo Alto Municipal Code (PAMC) to Adjust Regulations Relating to Noncomplying Facilities.

Why is the council letting “secret” demands by AJ Capital pressure the council to do its bidding?

1. The council should follow proper procedure and have the PTC vet the proposed ordinance.
2. The **2019** Council should discuss the proposed ordinance.
3. If the regulations need changing, allow commercial-to-retail use conversions for noncomplying facilities. With the ongoing housing crisis, under no circumstances should we convert housing to other uses.

As the Palo Alto Weekly states in this week’s editorial, this Council item is “a perfect demonstration of what is wrong with Palo Alto city government these days.” The council

I hope the incoming City Council is more transparent in its dealings and treats the people who want to comment at council meetings, with proper respect.

## **Carnahan, David**

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**From:** Roy Stehle <rstehle@windband.org>  
**Sent:** Friday, December 7, 2018 7:28 PM  
**To:** Council, City  
**Cc:** rstehle@windband.org  
**Subject:** President Hotel parking requirements

Dear Mayor Kniss and Council Members,

It is unfortunate that affordable housing at the old President Hotel has been lost. I am not in a position to judge whether a hotel was an approved use at the time that the property was sold.

I do know that any reduction in the number of parking spaces required by its use as a new hotel should never be approved. The ten underground spaces are clearly inadequate. There is inadequate parking, now, in downtown Palo Alto. As a long-time resident, my trips downtown are greatly reduced now as a result of inadequate parking.

The comments by A J Capital that parking is not required because present day travelers are using ride sharing is far from being proven.

Ride sharing vehicles still occupy our streets and require extended time to connect with riders and load luggage. If the hotel suggests it will use valet parking, then they need to be required to prove that they have secured that parking facility or they need to pay to have it established. Please do not reduce the presently required number of parking spaces, based on occupancy, are prescribed by current code.

People do drive their own cars to conduct business and visit family in Palo Alto. It will be a long time before transit or ride sharing will allow parking requirements to be drastically reduced in this case or in any other similar applications.

Sincerely,

Roy Stehle  
Palo Alto, CA 94303

**Carnahan, David**

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**From:** Susan Wolfe <wolfeperson@gmail.com>  
**Sent:** Friday, December 7, 2018 5:03 PM  
**To:** Council, City  
**Subject:** Please keep President Hotel as an apartment building

Hello,

When we have the housing crisis we have here in Palo Alto, I think it's a bad idea to change laws so that a developer can swoop in and create another hotel. We need affordable housing more than we need another hotel, and I think the city council should act accordingly.

Thank you.

Susan Wolfe

Sent from my iPhone

## **Carnahan, David**

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**From:** Robert Moss <bmoss33@att.net>  
**Sent:** Friday, December 7, 2018 4:53 PM  
**To:** Council, City; Keene, James  
**Subject:** Agenda Item 16, Non-Complying Faciities Downtown

Dear Mayor Kniss and Council Members;

When I first read this staff report it didn't seem very controversial, but recently messages on the Internet note that the way it is written it would allow conversion of the President Hotel from housing to other uses such as a hotel, while current law requires retention of housing there since that was the use when the building became non-conforming. Presumably when the ordinance was passed in 2016 it was intended allow residential uses downtown to be non-compliant, that non-conforming uses must retain the same use when remodeling. However the ordinance apparently allows converting the residential use at the President Hotel to a hotel because the new use would be conforming. That is a very unfortunate result of the current version of the ordinance change. Therefore I suggest that the ordinance be revised to require retention of non-conforming apartment uses.

Palo Alto has a major jobs-housing imbalance, and a huge lack of affordable housing. The 75 relatively low-income housing at the President Hotel are more affordable units than have been built in Palo Alto in the past two years. It is very bad policy to vote to remove housing units, and even worse policy to lose so many lower income units.

Please do not adopt the current version of the ordinance but either amend it to exclude residential units in non-conforming buildings from being replaced, or send the entire ordinance to Planning and Transportation for more detailed review.

Regards, Bob Moss

## **Carnahan, David**

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**From:** Kim <ksuz1981@yahoo.com>  
**Sent:** Friday, December 7, 2018 4:49 PM  
**To:** Council, City  
**Subject:** President building condo conversion

I oppose converting rental property in Palo Alto to condominiums. This is counterproductive to the effort to create rental housing in Palo Alto.

Please put the brakes on this project and reconsider your priorities.

Kim Lemmer  
2282 Amherst St  
Palo Alto CA 94306

## **Carnahan, David**

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**From:** Cheryl Lilienstein <clilienstein@me.com>  
**Sent:** Friday, December 7, 2018 3:52 PM  
**To:** Council, City  
**Subject:** Funny meeting

Dear City Council,

Do you remember that funny meeting where everyone — the state, the YIMBY contingents, the council, the Comp Plan team, city staff, and the public— was pressing Palo Alto to rezone in order to eliminate apartments and build more hotel rooms? Me neither.

Staff is wrong to bring this effort forward and try to amend zoning on behalf of a developer whose interests are NOT ALIGNED with the city's need for more housing. Pretty much everybody agrees we need housing. Where does the Comp Plan say that hotel rooms are a higher priority than housing?

Cheryl Lilienstein

## **Carnahan, David**

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**From:** Steven Atneosen <atneosen@hotmail.com>  
**Sent:** Friday, December 7, 2018 3:08 PM  
**To:** Council, City  
**Cc:** Kniss, Liz (internal)  
**Subject:** Fw: President Hotel and A.J. Capital - Self Dealing by City Council members?

Dear City Council members:

I urge you to take the ethical and appropriate path in your response to A.J. Capital's request to bend the rules in its favor - and perhaps in the interests of certain council members. Like many residents, I spend my day growing tech companies so that I can afford the ever increasing cost of living that is directly related to your inability to make competent decisions on planning for the future. There will be a point where people like me - and there are many - decide to spend more time ensuring that your actions are transparent and accountable.

Do the right thing. Help Palo Alto properly address its inadequate housing - for all demographics - and plan properly for the future by representing everyone's interests. Say no to A.J. Capital.

Best,

Steven Atneosen  
atneosen@hotmail.com

## **Carnahan, David**

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**From:** Doris Petersen <dbpetersen32@comcast.net>  
**Sent:** Friday, December 7, 2018 2:19 PM  
**To:** Council, City  
**Subject:** Presidents Hotel conversion

I very strongly oppose the proposal to convert the Presidents Hotel from its current usage to a hotel. Housing, especially low and moderate housing should be the councils main concern. Thank you, Doris Petersen  
1803 Edgewood Dr.

## **Carnahan, David**

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**From:** Jo Ann Mandinach <joann@needtoknow.com>  
**Sent:** Friday, December 7, 2018 11:49 AM  
**To:** Council, City  
**Subject:** Preserve The President Hotel for its tenants

Given all of the controversy over The President Hotel's conversion into a hotel, please stop the evictions and preserve the existing moderate income housing there.

We already have a severe jobs / housing imbalance and there's no reason to make it worse by converting residential uses to commercial uses. So please presve downtown housing and protect tenants from being displaced.

.

***Most sincerely,***

***Jo Ann Mandinach***  
***1699 Middlefield Rd***  
***Palo Alto, CA 94301***

**Carnahan, David**

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**From:** Angela Dellaporta <asdellaporta@gmail.com>  
**Sent:** Saturday, December 8, 2018 8:19 AM  
**To:** Council, City  
**Subject:** Monday's vote

Palo Alto does not need another hotel. Palo Alto needs housing that middle-income, local workers can afford. Please do not give in to developers who want to convert the President Hotel from residences in into a hotel. The developers knew that it was zoned for residences when they bought it.

Thank you, Angela Dellaporta

## **Carnahan, David**

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**From:** jaclyn schrier <jaclyn@schrier.net>  
**Sent:** Saturday, December 8, 2018 12:42 PM  
**To:** Council, City  
**Subject:** Grandfathered Uses of Downtown Facilities

City Council Members:

Regarding the December 10 meeting, please do NOT overturn the ordinance that prohibits downtown property owners from changing the use of oversized buildings.

Prior to any modifications to this law:

- Staff should conduct a policy analysis to evaluate the broad ramifications of elimination.
- PTC should review the ordinance per the standard procedure.
- Modifications should be considered that would reflect city goals, for example, allow changes in use that would convert commercial or offices to housing or retail, but prevent changes in use that would convert housing or retail to commercial or offices.

There is no need to rush a decision. The consequences of this law extend far beyond any short-term issues surrounding use of the President.

Thank you.

jaclyn schrier  
427 Alma Street #307  
Palo Alto

**From:** Lenore Cymes <lenraven1@gmail.com>  
**Sent:** Saturday, December 8, 2018 1:39 PM  
**To:** Council, City  
**Subject:** CODE

Dear Council members -

Like many other residents I have no comprehension of why you would correct an error or staff change that somehow got into the code - knowing full well that this will help developers to further add to the housing/parking shortage and their bottom line. Correct the error - but not speedily rush it through as it will deliberately sell out the best interest of Palo Alto. Use wording which will correct the problem, but not sell out our city.

Everyone of you holding the title of City Council Member ran a campaign to prove to each and every voter - YOU - would make a promise to do what is best for the Residents of Palo Alto, the Town of Palo Alto and the Quality of Life in Palo Alto Your vote on this issue puts that promise seriously in jeopardy. It is hard to understand that the majority sentiment on the Council wants to sell us out so developers can mow us over and get richer.

Unfortunately my Monday nite class ends too late to get to City Hall and sign in to speak to the

issue at hand. If I could, I would give my time to Jeff Levinsky, as he has more details and specifics than I do - and think you should hear *all* he has to say regarding the rules and regulations for this issue. Hopefully, you will honor my request. Thank you .

BTW I wonder why no one ever caught a typo or staff change with such important ramifications, for years. We "supposedly" pay to hire the best. Simple typos are one thing, but that fact that no one reviewed the document in detail makes me suspect of how this might show up in the future with other documents. This is not the first error (not just typing) that has cost us tax dollars that we pay to hire the best.

Thank you for permitting my request

Sincerely  
Lenore Cymes

**Carnahan, David**

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**From:** Jo Ann Mandinach <joann@needtoknow.com>  
**Sent:** Saturday, December 8, 2018 2:09 PM  
**To:** Council, City  
**Subject:** Stop Rigging Things to Support Developers and Start Supporting Residents.

Don't rig the laws to support the developers!

How nice our officials are working so hard to help the buyers and how special the named officials refuse to comment yet again. How about open government?

PS: It's great that the Daily Post is shining the light on such dealings. If you read NextDoor and all the online comments, you'd know that taxpayers were outraged by the sneaky attempt to inflate Mr. Keene's already high comp package and that we didn't need some conspiracy -- as Mayor Kniss oddly suggested in the Friday's Daily Post -- to write you in protest!

## **Council to consider proposals that would help buyers of Hotel President**

<https://pdailypost.com/2018/12/08/council-to-consider-proposals-that-would-help-buyers-of-hotel-president/>

" Four Palo Alto city laws are standing in the way of the Hotel President apartments from being converted back into a hotel, and the City Council is set to consider changing one of them on Monday (Dec. 10) night."

Most sincerely,  
Jo Ann Mandinach  
1699 Middlefield Road  
Palo Alto, CA 94301

## **Carnahan, David**

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**From:** Janet Dafoe <janet.dafoe@gmail.com>  
**Sent:** Saturday, December 8, 2018 11:31 PM  
**To:** Council, City  
**Subject:** zoning change

Dear Council Members,

I would like to strongly request that you do not change zoning so as to allow apartments to be able to convert to hotels or any other use but residential. We need housing in Palo Alto, especially below market rate housing. I fail to understand how you can assert that we need to address the jobs/housing imbalance and at the same time take actions to reduce much needed housing. This makes no sense and it continues to boggle my mind. I fervently hope that you do the right thing and desist from changing zoning to allow the apartments to change use categories. We don't need to help developers make more profits. We need to address our urgent housing needs. Here are 75 units that it looks like you might be willing to eliminate. Why? It makes no sense to me.

Thank you,

--

Janet L. Dafoe, PhD

## **Carnahan, David**

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**From:** Sue Dinwiddie <sued@daise.com>  
**Sent:** Sunday, December 9, 2018 10:05 AM  
**To:** Council, City  
**Subject:** RE: Proposed Rezoning Vote

Honorable City Council Members,

We are concerned about the possibility of the change to zoning being considered that would allow changing present residential uses to commercial uses. This seems contraindicated to us when there is such a need for more affordable housing in Palo Alto. Additionally, it is not clear to us that enough study has been given to this proposed change. We strongly urge you to postpone decision on this matter until the new council convenes in January and a full study by the Planning and Transportation Commission can be accomplished.

Sue and Ken Dinwiddie  
543 Jackson Drive  
Palo Alto, CA 94303

Sue and Ken Dinwiddie  
Home: 650-325-3033  
Cell: 650-867-0308  
[windinthestrings.com](http://windinthestrings.com)  
[sued@daise.com](mailto:sued@daise.com)

**Carnahan, David**

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**From:** Andy Miksztal <andy.miksztal@gmail.com>  
**Sent:** Sunday, December 9, 2018 2:36 PM  
**To:** Council, City  
**Subject:** Conversion to Hotel - Vote NO!

ProGrowth City Council Members,

If you really believe in more affordable housing why would you allow conversion of apartments to an expensive hotel that only benefits out siders and developers?

Regards,  
Andy Miksztal  
743 Cereza Drive  
Palo Alto

## **Carnahan, David**

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**From:** Adele Gershater <adele.gershater@gmail.com>  
**Sent:** Sunday, December 9, 2018 2:43 PM  
**To:** Council, City  
**Subject:** President Hotel

Dear members of the City Council,

I am writing to urge you NOT to approve the zoning changes requested by A.J. Capital. There is no need for yet another luxury hotel in Palo Alto. What we do desperately need, which the President Hotel currently has, is affordable housing.

Please do not allow the President Hotel to convert to a luxury property. No need for a conversion. Let the current residents remain in their affordable housing units.

Regards,

*Adele*

Adele Gershater

[adele.gershater@gmail.com](mailto:adele.gershater@gmail.com)

650-245-7952 (cell)

## **Carnahan, David**

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**From:** Jeanette Kennedy <calalexs@pacbell.net>  
**Sent:** Sunday, December 9, 2018 2:53 PM  
**To:** Council, City  
**Subject:** President Hotel

The purchase of the President Hotel and the displacement of 75 households is a disgrace. PA needs households. Mountain View and Menlo Park pay more attention to supporting their populations than we do.

PA does not need any more luxury hotels, in fact we don't need more hotels (or retail space) we need places for folks to live. Not just low cost residences but apartments to support the community stores and restaurants.

The Weekly story about how the purchase of the hotel went forward was an eye opener, it is an indication of a counsel asleep at the wheel.

Jeanette Kennedy  
736 Kendall  
PA 94306

## **Carnahan, David**

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**From:** S Anthony <wushujia00@gmail.com>  
**Sent:** Sunday, December 9, 2018 3:18 PM  
**To:** Council, City  
**Subject:** President Hotel/Affordable Housing

Do not let developers remove affordable housing (e.g. President Hotel) in order to create yet another hotel. Please!

If anything, changes should be made that will quickly and decisively support more affordable housing for current (as well as future) residents in our city.

Sincerely,  
Marie Anthony  
(50 yr Palo Alto resident)

## **Carnahan, David**

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**From:** Rebecca Sanders <rebsanders@gmail.com>  
**Sent:** Sunday, December 9, 2018 4:20 PM  
**To:** Council, City  
**Subject:** Vote No on 16 - You Know It's the Right Thing To Do

Dear Mayor Kniss and City Council Members:

Let's stop kidding ourselves shall we? The scales have fallen off the eyes of the "no-growth," "slow growth" "and "fast-growth" advocates alike. We are all Palo Altans and we resist this double standard evidenced by city staff and some council members as they spout "pro-housing rhetoric" while bending over backward in their attempts to change the laws in order to enrich a property owner, and in doing so lose forever 75 units of rental housing. We just have to call you out on this.

If you really believe in supporting housing in Palo Alto, please do not let AJ Capital and friends bully you into changing the laws to benefit the vested interests. Those neighbors got kicked out of homes in which they had lived, some for as long as 30 years, and are under some kind of gag order now. Which is repugnant enough. Well two wrongs don't make a right. Vote "no" tomorrow night on Agenda Item 16.

Also, do you recall when you voted a "Free" upzone to Windy Hill - the owners of 2755 ECR? Do you think that precedent encouraged AJ to try for their own developer giveaway? If so, well let's get off this slippery slope straightaway by Voting "no" on 16, and halt further erosion of trust in our system. "People first," remember that. You've said it yourselves a dozen times. So let's see you put your money where your mouth is by your "no" vote, tomorrow night.

Thank you.

Becky Sanders  
Moderator  
Ventura Neighborhood Association

## **Carnahan, David**

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**From:** Sylvia Gartner <sgartner@ix.netcom.com>  
**Sent:** Sunday, December 9, 2018 4:25 PM  
**To:** Council, City  
**Subject:** President Hotel and AJ Capital

The capitulation to A.J. Capital and the back room dealings with this entity revealed in the Palo Alto Weekly are appalling to me.

You members of City Council who drone on about the need for more housing in Palo Alto (without seriously getting behind limiting office and commercial development downtown) have completely revealed yourselves as hypocrites.

There is already "housing" at the President Hotel. People have lived there happily for decades.

I used to be proud to live in Palo Alto. Its tree lined streets reminded me of my Ohio neighborhood growing up.

Now we see more and more corruption. Formerly our city council members were just people who wanted to do a public service. Some of them went on to elected office in the county or the state. But most of them just served and did their best.

Now our elections feature blue-bin filling expensive mailers. And who pays for these? People who want to influence our city council members for their financial gain.

And former members of staff - looking at you Steve Emslie - go on to use their insider knowledge of the levers of power in the city to take on lucrative work with the same carpetbaggers now involved in making this town a less and less livable place.

If there is any hope of saving the President Hotel for affordable housing, please vote that way.

Sylvia Gartner  
824 Moreno Avenue

## **Carnahan, David**

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**From:** Lawrence Garwin <lawrencegarwin@yahoo.com>  
**Sent:** Sunday, December 9, 2018 5:33 PM  
**To:** Council, City  
**Subject:** Maintain President's Hotel Apartments as Apartments.

Honorable Palo Alto City Council Members,

Please maintain the President's Hotel Apartments as apartments and DO NOT repeal, change, or pass any of the 4 laws required to allow it to be converted to a hotel.

Palo Alto needs more lower cost housing and not more hotels.

It is morally abhorrent that our city council and staff has allowed the recent President's Hotel Apartments residents to be evicted and paid off for their silence in order to create another hotel to profit a developer at the expense of current residents; this includes not only those evicted, but the rest of us citywide that pay rent, enjoy the company of those who pay rent, or who have any compassion at all for our fellow townspeople.

Not only should city council and staff make no law changes to further the conversion of the apartments to a hotel, you and staff should pursue legal action to secure the apartments as low cost apartments in perpetuity and invite back those already evicted.

The evictions and apparent back room dealings and stealth law making are an absolute embarrassment to all of those who call Palo Alto our home.

I look to you, our council members, to right these past wrongs, or at least push the proceedings off until the new council is installed next year, as changing laws to help a developer at the expense of current residents should not be done during a lame duck session.

Thank you for your compassionate consideration of my remarks.

Lawrence Garwin  
Palo Alto

## **Carnahan, David**

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**From:** david <lischins@pacbell.net>  
**Sent:** Sunday, December 9, 2018 6:11 PM  
**To:** Council, City  
**Subject:** Please don't allow the developers to destroy 75 affordable homes at the President Hotel

To members of the City Council,

Please don't allow the developer who bought the President Hotel to bulldoze 75 apartments and force established, middle-class, long term members of our community out of their homes in the midst of a record housing shortage. In addition to the individual impacts on the residents, the message you will send to developers, which seems to be the message you're sending with all your proposals to encourage housing, is that developers should be able to violate all the housing code rules that have made Palo Alto such a desirable place to live.

Gutting size and density limits, eliminating special restrictions on buildings that don't meet current building codes, allowing wildly unrealistic parking requirements and weakening rules to protect homeowners access to light -- these proposed changes are bad enough.

Combined with your demonstrated preferential interest in meeting with developers rather than residents, I can't help but question your motivation and even your integrity. Though I have not attended the recent meetings, news coverage has suggested that some of you are inclined to move forward with these giveaways despite expert opinion that they probably won't increase the supply of affordable housing.

There must be better way to encourage affordable housing. Please take the time to find it!

Sincerely,

Dedra Hauser

## **Carnahan, David**

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**From:** Terry Roberts <TerRoberts@mindspring.com>  
**Sent:** Sunday, December 9, 2018 6:35 PM  
**To:** Council, City  
**Subject:** stop stealth changes for the President Hotel

Hello City Council,

I've been appalled to learn about the stealth dealings and quickie law changes that are in the works for the developers of the President Hotel. Please stop this! Please give the citizens of Palo Alto the courtesy of listening to their concerns about changing residences to hotel rooms, and the courtesy of making the business that goes before the Council transparent. I didn't vote people in to deal behind my back.

We're all counting on you to deal ethically with the citizens of Palo Alto; please start doing it.

Thank you,  
-Terry Roberts, Greer Road, Palo Alto

## **Carnahan, David**

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**From:** Joyce McClure <joycekmclure@gmail.com>  
**Sent:** Sunday, December 9, 2018 7:49 PM  
**To:** Council, City  
**Subject:** President Hotel

I implore you to honor the code that restricts changing the use of the President Hotel. This is a wonderful community of apartments, and should be preserved as such to support the interests of Palo Alto residents, not out of state developers.

Joyce McClure  
1005 Bryant St, Palo Alto, CA 94301  
Pro Resident

## **Carnahan, David**

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**From:** Gregory Turnbull <gturnbull10@gmail.com>  
**Sent:** Sunday, December 9, 2018 8:32 PM  
**To:** Council, City  
**Subject:** President Hotel

To City Council members: It is unbelievable to me that you might move to concede to the requests being made by AJ Capital. To do so would lend approval to the worst kind of political scheming and pressure politics that should be beneath the standards expected of our elected officials. The nefarious activities of certain council members and city staff regarding this whole issue have now been well publicized and echo some of the lack of morality and ethics we have been seeing in our nation's capital.

Should the council take actions to knuckle under to the pressures and threats being forwarded by AJ Capital and its advisors, it will certainly give immense further credibility to those who argue that many on the council are in the pocket of the development community. I urge you to regain your ethical balance and resist this shady deal.

Gregory Turnbull  
Resident of Palo Alto for almost fifty years

## Carnahan, David

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**From:** Barry Hart <hartb88@yahoo.com>  
**Sent:** Sunday, December 9, 2018 8:41 PM  
**To:** Council, City  
**Subject:** Zoning Changes - 'critical for preserving "public health, safety and welfare." On what basis? who makes this decision?

Dear City Council -

I was surprised to read in a local newspaper that a justification for accelerating proposed zoning change was 'for preserving "public health, safety and welfare."

(From Palo Alto Online: Also, zone changes are typically vetted by the Planning and Transportation Commission before going to the council. In this case, staff deemed the **removal of the "grandfather facility" provision critical for preserving "public health, safety and welfare."** As such, it is going straight to council for approval on a temporary basis (the planning commission would later consider a permanent change).

If the decision was made to preserve "public health, safety and welfare.", was one of the City of Palo Alto's Health and Safety professionals consulted to make this assessment?

Or, was this a Staff decision made without health, safety and welfare experts to consider the impact? Who on Staff approved this justification? what specific health, safety and welfare concerns were cited? and what was the justification for these concerns and how would accelerating the zoning changes preserve "public health, safety and welfare."?

These are critical questions to answer. People who deal with public and workforce safety know that the trust of people is essential for safety programs to work - if "safety" is used as an administrative lever to accelerate an administrative end, peoples safety will be compromised. The Boy Who Cried Wolf.

I am very interested in knowing the safety issues in this process and the qualification of the personnel who are making the safety decisions.

Barry Hart  
920 Palo Alto Ave

## **Carnahan, David**

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**From:** Neilson Buchanan <cnsbuchanan@yahoo.com>  
**Sent:** Monday, December 10, 2018 9:11 AM  
**To:** Neilson Buchanan  
**Subject:** Pogo said, "We have met an enemy and it is us."

**This report overflows with facts..... and leaves the future up to thousands and thousands of leaders.**

**How to influence the flow of capital is the issue for me. Tonight Palo Alto City Council has the classic option of converting an apartment once full of moderate income tenants.**

**What fate awaits the investor vs the tenants? Our nine councilpersons are searching for levers to balance the scale of social justice.....or follow the flow of capital.**

The apartments named President Hotel could not be more appropriate. Palo Alto as a whole is not distressed economically, but some citizens are really stressed.

Too many people are ready to pull a housing lever and surge housing. There is no obvious lever for infrastructure capital to match housing surge. There is no credible housing for displaced tenants for the President Hotel.

## **"Looking backward, looking forward"**

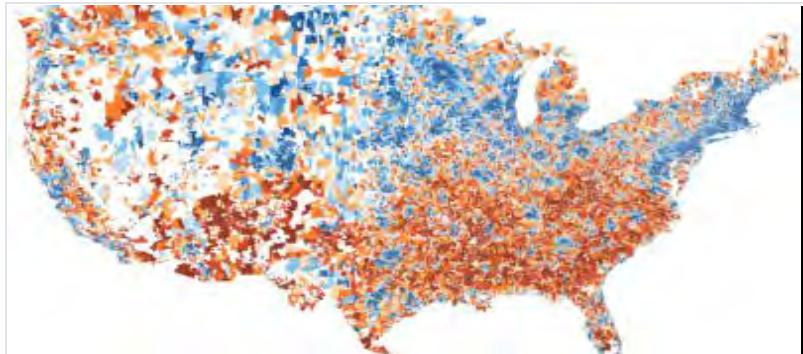
"The American economy is both riding a record-breaking expansion and adrift in a decade of lost progress. Which truth applies depends on your zip code.

A large and rapidly growing share of the population lives in thriving areas. The post-recession economy has delivered phenomenal economic growth and rising prosperity for degree holders, professional workers, and communities with spending power. But an economy that only works for the college-educated and the places they congregate is not an economy that works.

The ruddy national economic outlook risks breeding complacency. It should not. The median American community has not healed from the trauma of the Great Recession and is ill-equipped to cope with the inevitable next downturn. This period of national

prosperity is our chance to reinvest in communities and rekindle the economy's dynamic forces. Policymakers should strive to make opportunity more accessible, healthy risk-taking more viable, markets more competitive, and people more empowered to choose and shape their communities."

#### [2018 Distressed Communities Index](#)



#### **2018 Distressed Communities Index**

The Distressed Communities Index (DCI) combines seven complementary metrics into a broad-based assessment of com...

Neilson Buchanan  
155 Bryant Street  
Palo Alto, CA 94301

650 329-0484  
650 537-9611 cell  
[cnsbuchanan@yahoo.com](mailto:cnsbuchanan@yahoo.com)

## **Carnahan, David**

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**From:** Carol Scott <cscott@crossfieldllc.com>  
**Sent:** Monday, December 10, 2018 10:08 AM  
**To:** Council, City  
**Subject:** Presidents Hotel and Other Similar Properties

Dear Council Members,

I read with dismay the most recent attempt to cater to developer interests over the interests of residents of Palo Alto, particular those residents who are not affluent. Of course I speak of the proposed changes that would allow the Presidents Hotel which currently provides affordable housing to be converted to a boutique hotel.

I don't know when it was that the tide turned at the offices of City staff. Perhaps it was the appointment of City Manager Jim Keene, or perhaps they were simply taking their cue from some members of the Council -- current and former. The latest last minute "emergency" call to change ordinances already on the books to protect housing for those who would otherwise be priced out of the market is simply the latest example of a City government that says one thing about housing, but then does quite another.

Those of you on the Council who have called for great developer incentives to provide housing, cloaking your arguments in the mystical and wholly unsupported view that building primarily market rate housing is really an attempt to provide more affordable housing, now have a pretty stark choice. Either you are in favor of maintaining and creating more affordable housing, or you are not. You can either protect the affordable housing we have, or you can vote once again in favor of developers and against the best interests of the neediest citizens among us.

All residents are watching what you do. It is two years until the next election when some of you will be seeking re-election and some of you may hope to move on to other offices. That is a long time, and much damage can be done in the meantime. But we have long memories. The voters spoke at the last election, but you are not listening. Palo Alto, one of the smartest communities in the country, deserves creative solutions and not the tired old arguments that turn wonderful communities into canyons of concrete blocks and little sense of community. We can do better.

I urge you to protect the Presidents Hotel among other currently available affordable housing units.

Sincerely,  
Carol Scott  
Resident of Evergreen Park

--  
Carol Scott

## **Carnahan, David**

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**From:** kemp650@aol.com  
**Sent:** Monday, December 10, 2018 11:52 AM  
**To:** Council, City  
**Subject:** President Hotel - loss of 75 affordable housing units - what?!

Dear City Council,

I am dismayed that the City of Palo Alto is poised to allow AJ Capital to decrease Palo Alto's stock of affordable housing at a time when we are trying to add 300 housing units this year. How can we let something like this happen? As I understand it, AJ Capital would have been restricted to continue using the President Hotel as housing and not able to convert it to hotel space. However, there is some existing provision that needs to be adjusted for their needs--to allow them to proceed with the conversion to hotel rooms over desperately needed housing.

In addition, AJ Capital wants the city council to allow them to skip paying the parking fees since they won't be able to provide adequate parking for their hotel. If the City Council allows AJ Capital a variance on this request, I will lose even more faith in my elected representatives when it comes to controlling traffic congestion and providing adequate parking so that it doesn't spill over into our residential neighborhoods. The fees that AJ Capital should pay for parking would go a long ways towards the planned parking garages. The City should collect what is rightfully due to them.

Thanks for considering my concerns.

Sincerely,

Susan Kemp

## **Carnahan, David**

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**From:** Linnea Wickstrom <jwickstrom@comcast.net>  
**Sent:** Monday, December 10, 2018 12:06 PM  
**To:** Council, City  
**Cc:** Linnea wickstrom  
**Subject:** President Hotel

Honorable Council Members,

I am so confused. I cannot understand why AJ Capital would be granted an exception to the ordinance on change of use or why exempting AJ Capital from \$13M in in-lieu parking fees would even be considered.

I can guess that AJ Capital would sue the City if precluded from the proposed conversion. And I can guess that the revenue to the City would be much greater from a hotel than from housing.

Even so, when Palo Alto is so far behind it's own housing goals and when any new housing faces immense hurdles, even in high-density areas, why is losing 75 affordable, walkable, downtown residences being given so much runway?

Linnea Wickstrom  
Palo Alto, CA

**Carnahan, David**

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**From:** JIM POPPY <jamespoppy@comcast.net>  
**Sent:** Monday, December 10, 2018 3:26 PM  
**To:** Council, City  
**Subject:** I thought you wanted housing. Why mess with the Grandfathered Uses and Facilities ordinance?

Another example of speaking out of both sides of your mouths. It's quite shameful what you are doing. And you have no guts to put it first on the agenda.

Jim Poppy

135 Melville Ave

## **Carnahan, David**

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**From:** herb <herb\_borock@hotmail.com>  
**Sent:** Monday, December 10, 2018 4:05 PM  
**To:** Council, City; Council, City  
**Cc:** allison@padailypost.com; Gennady Sheyner  
**Subject:** December 10, 2018, Council Meeting, Item: 16: Proposed Ordinance Amending PAMC Section 18.18.120

Herb Borock  
P. O. Box 632  
Palo Alto, CA 94302

December 10, 2018

Palo Alto City Council  
250 Hamilton Avenue  
Palo Alto, CA 94301

### **By Electronic Mail and Hand Delivery**

#### **DECEMBER 10, 2018, CITY COUNCIL MEETING, AGENDA ITEM #16 PROPOSED ORDINANCE AMENDING MUNICIPAL CODE SECTION 18.18.120**

**CROSS REFERENCE: 488 UNIVERSITY AVENUE (PRESIDENT HOTEL)**

Dear City Council:

I urge you to remove this item from your agenda, because the proposed ordinance violates the Ralph M. Brown Act and the California Environmental Quality Act (CEQA).

In addition, the proposed ordinance is an ordinance that increases property owners development rights, requires two readings, and is subject to referendum, while the findings and declarations in the proposed ordinance includes language that is copied from California Government Code Section 65858 that exists to authorize interim ordinances to prohibit a property owner from using his or her property to protect the planning process so that the property owner could not introduce potentially nonconforming land uses that could defeat a later adopted Comprehensive Plan or Zoning Ordinance.

Further, the staff report for this agenda item (ID # 9910) at Page 3 says, "The proposed ordinance seeks to revert the Downtown non-complying facilities regulations back to the pre-2016 standard", and at Page 2 says, "The change may have been unintentional and occurred in January 2016", but documents available in the City Clerk's office and online demonstrate that the language has existed in the Palo Alto Municipal Code since at least

2006, and I believe records available elsewhere will show that the language has been in the Zoning Ordinance even earlier than that.

### Brown Act Violation

The primary purpose of this proposed ordinance is to enable the conversion of the property at 488 University Avenue from rental apartments to a hotel.

The failure to include that fact in the agenda description is a violation of the Brown Act.

### CEQA Violation

CEQA Regulation 15378(a) defines "project" as the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment", including "(1) An activity undertaken by any public agency."

CEQA Regulation 15378(d) says, "Where the Lead Agency could describe the project as either the adoption of a particular regulation under subdivision (a)(1) or as a development proposal which will be subject to several governmental approvals .. the Lead Agency shall describe the project as the development proposal for the purpose of environmental analysis.

Therefore, the CEQA project is the proposed conversion of 488 University Avenue from apartments to a hotel, and the regulation in the subject agenda item is part of that CEQA project.

Segmenting this agenda item from the CEQA analysis of the development project is a violation of CEQA and a prejudicial abuse of discretion.

The project is not exempt from CEQA under either of reasons given in the agenda description and staff report.

The reasons why the project is not exempt are included in the arguments in July 27, 2018, letter from Heather Minner of Shute, Mihaly & Weinberger LLP that appears in the Public Letters to Council in the August 13, 2018, City Council Agenda Packet on pages 90-96 at:

<https://www.cityofpaloalto.org/civicax/filebank/blobdload.aspx?t=45470.91&BlobID=66185>

Palo Alto Municipal Code Section 18.18.120(b)(2).

The proposed ordinance seeks to delete language in PAMC Section 18.18.120 that the Planning Director claims was added to the Municipal Code inadvertently in error by means of cutting and pasting the language from someplace else, although he is careful in not citing the source of the "cut-and-paste" language because there is none.

The language in question has been part of the Municipal Code continuously since at least 2006 when the Council adopted Ordinance No. 4923, and I believe that the same language has been in the Municipal Code continuously longer than that, but due to a gap in the City Clerk's records I was unable to verify that fact today, but I believe there are other records that confirm my belief and I will let you know that as soon as I am able to access those records.

The language that staff proposes to delete is at Page 64 of Ordinance No. 4923 introduced October 16, 2006, adopted November 6, 2006, and effective December 7, 2006, or twelve years ago, and is available online at:  
<https://www.cityofpaloalto.org/civicax/filebank/documents/19591>.

I realize that there may be further actions on the subject of this agenda item in other forums.

Therefore, I will be proving a copy of this letter to the City Clerk with a certified copy attached of Ordinance No. 4923 for inclusion in the Public Letters to Council in the next City Council Agenda Packet, and for the Administrative Record of these proceedings and other proceedings regarding 488 University Avenue.

Sincerely,

Herb Borock

**Attachment:** (Hand Delivered Copy Only)

Certified Copy of Ordinance No. 4923

## Carnahan, David

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**From:** Elizabeth Wong <elizabethwong2009@gmail.com>  
**Sent:** Friday, December 7, 2018 5:06 AM  
**To:** rothlaw1@comcast.net; Yang, Albert; Stump, Molly; Keene, James; Lait, Jonathan; Timothy Kassouni  
Andrea Sacramento, Park 7th St Entrance; Council, City  
**Subject:** Fwd: Council Hearing Dec 3

Please see forwarded link to video of council hearing on December 3.

Thanks.

Elizabeth

Sent from my iPad

Begin forwarded message:

**From:** "Carnahan, David" <[David.Carnahan@CityofPaloAlto.org](mailto:David.Carnahan@CityofPaloAlto.org)>  
**Date:** December 4, 2018 at 2:37:31 PM PST  
**To:** Elizabeth Wong <[elizabethwong2009@gmail.com](mailto:elizabethwong2009@gmail.com)>  
**Cc:** Timothy Kassouni <[timothy@kassounilaw.com](mailto:timothy@kassounilaw.com)>, Andrew Wong <[a.jaime.wong@gmail.com](mailto:a.jaime.wong@gmail.com)>, Jaime Wong <[jandewong@gmail.com](mailto:jandewong@gmail.com)>  
**Subject: RE: Council Hearing Dec 3**

Elizabeth,

Here is the [LINK](#).

David Carnahan, Deputy City Clerk, MPA  
O: 650-329-2267 | E: [david.carnahan@cityofpaloalto.org](mailto:david.carnahan@cityofpaloalto.org)

**Carnahan, David**

---

**From:** Ardan Michael Blum <ardan.michael.blum@gmail.com>  
**Sent:** Wednesday, December 5, 2018 7:08 PM  
**To:** Architectural Review Board; Council, City; Clerk, City; Price@padailypost.com; editor@pawebly.com; Atkinson, Rebecca  
**Subject:** 345 Forest Avenue | Crown Castle/Verizon Node

Warm greetings,

Having lived now 3 years at 345 Forest Ave, Palo Alto, CA 94301 and overlooking the lovely 1930s fountain and little courtyard I have seen hundreds of people stop and gaze from various angles at this courtyard and wonderful building.

**Any type of extension to the current size of the traffic light - small as the Telecom firm will claim it to be - is directly IN THE VIEW of one of the most photographed local landmarks.**

The role of the ARB has to be to defend the beauty of our city and small or large add-on contraptions have NO PLACE at this location.

The Crown Castle/Verizon applicant is proposing a node at Forest/Gilman. Let them know that they can keep their nodes away from blocking/changing the view (be it even slightly) of our town!

Sincerely,

Ardan Michael Blum

--

**CONFIDENTIALITY NOTICE:** This email, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information or may otherwise be protected by law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachment thereto.

**From:** Arlene Goetze <photowrite67@yahoo.com>  
**Sent:** Tuesday, December 11, 2018 12:46 PM  
**To:** Ro Khanna; press\_harris@harris.senate.gov  
**Subject:** AAP WARNS- 5G cause cancer??

Forwarded by Arlene Goetze, NO Toxins for Children, photowrite67@yahoo.com

**-----U.S. must start thinking of human health-----**

**BREAKING NEWS:** Congress is demanding answers about the safety of 5G wireless technology before it is installed throughout America.

Sen. Richard Blumenthal of Connecticut and Rep. Anna Eshoo of CA have formally requested that the (FCC) disclose evidence of 5G safety.

**Sen. Blumenthal;** “We need to know IF radio frequencies can cause cancer.”

Cellphone radiation has been linked to serious health risks. Earlier this year, the US National Toxicology Report showed a link between radio frequency radiation and tumors in brain/heart.

**-----**  
**Read below: Environmental Health Trust and Amer. Acad. of Pediatrics**  
**Environmental Health Trust**

[ehtrust.org/wp-content](http://ehtrust.org/wp-content)

**The Academy of Pediatrics Recommendations about Cell Phones, Cell Towers and Wireless**

**The American Academy of Pediatrics (AAP), the largest US medical association of pediatricians and pediatric specialists, recommends that the US government tighten wireless exposure limits and that the public reduce children's exposure to cell phones and other devices that emit wireless radiation.**

In 2016, the AAP issued a press release about the U.S National Toxicology Program research findings of **cancerous tumors found in rats** exposed to cell phone radiation. The Academy's website HealthyChild.org then publicly issued new recommendations to reduce children's exposure to wireless radiation.

In 2012, the American Academy of Pediatrics (AAP) strongly supported the Cell Phone Right to Know Act H.R. 6358, federal legislation that would have informed the American public that wireless devices expose consumers to radiofrequency microwave radiation exposures. This legislation would have authorized the US government to review the scientific research on biological effects, initiate research on electromagnetic fields and develop safety standards by the Environmental Protection Agency.

The official position of the AAP is documented in three letters they sent to government officials. **The letters describe children's unique vulnerability to wireless radiation and call on the federal government to review and tighten radiation standards for wireless devices in order to protect pregnant women and children's health.**

In 2012, the AAP sent a letter in support of the newly proposed Right To Know federal legislation. In 2012, the AAP wrote a letter to the Federal Communications Commission (FCC) calling for it to open up a review of radiofrequency limits.

In 2013, after the FCC opened up “Reassessment of Exposure to Radiofrequency Electromagnetic Fields Limits and Policies” the AAP submitted a letter to the FCC with their official comment.

In 2012, the AAP published Pediatric Environmental Health, the AAP Textbook of Children's Environmental Health and Chapter 41 is about Electromagnetic Fields.

**AAP Recommendations:**

- Avoid carrying your phone against the body like in a pocket, sock, or bra. Cell phone manufacturers can't guarantee that the amount of radiation you're absorbing will be at a safe level.
- When talking on the cell phone, try holding it an inch or more away from your head.
- Use text messaging when possible, and use cell phones in speaker mode or with the use of hands-free kits.
- Make only short or essential calls on cell phones.
- If you plan to watch a movie on your device, download it first, then switch to airplane mode while you watch in order to avoid unnecessary radiation exposure.
- Avoid making calls in cars, elevators, trains, and buses. The cell phone works harder to get a signal through metal, so the power level increases.
- Remember that cell phones are not toys or teething items.

**AAP on Cell Tower Radiation:** "In recent years, concern has increased about exposure to radio frequency electromagnetic radiation emitted from cell phones and phone station antennae. **An Egyptian study confirmed concerns that living nearby mobile phone base stations increased the risk for developing:**

**Headaches, Memory problems, Dizziness,  
Depression, Sleep problems**

Short-term exposure to these fields in experimental studies have not always shown negative effects, but this does not rule out cumulative damage from these fields, so larger studies over longer periods are needed to help understand who is at risk. In large studies, an association has been observed between symptoms and exposure to these fields in the everyday environment."

**American Academy of Pediatrics Documents AAP Healthy Children.org**

\* Cell Phone Radiation & Children's Health: What Parents Need to Know

\*AAP Healthy Children Website on Cell Tower Radiation and Health Effects

\*AAP responds to study showing link between cell phone radiation, tumors in rats

\* AAP Press Release May 27, 2016 Pediatric Environmental Health,

Textbook of Children's Environmental Health 3rd Edition edited by Philip J. Landrigan, Ruth A. Etzel. Chapter 41, Electromagnetic Fields Oxford Medicine Chapter 41 "More study needed on risk of brain tumors from cell phone use"

\* AAP Press Release, September 25, 2011 American Academy of Pediatrics Official Letters 2013

\* AAP Letter to FCC Commissioner Mignon Clyburn and FDA Commissioner Margaret Hamburg calling for a review of RF guidelines 2012

\*AAP Letter to US Rep. Dennis Kucinich in Support of the Cell Phone Right to Know Act 2012

\* AAP Letter to the FCC Chairman calling for the FCC to open up a review of RF guidelines

**News Reports WMKY Public Radio:**

**\*AAP Recommends Putting Cellphone Use on Hold for Children's Health**

\* **WebMed:** Children Face Higher Health Risk From Cell Phones Baltimore Sun: Pediatric researchers suggest potential dangers for children from cellphone exposure

\* **National Center for Health Research:** Children and cell phones: is phone radiation risky for kids?

\* **Time Magazine (2012):** Pediatricians Say Cell Phone Radiation Standards Need Another Look

\* **CNN** Sanjay Gupta: Children and Cell Phones Report Environmental Health

\* **Trust Resources PDF** of a Powerpoint of the American Academy of Recommendations American Academy of Pediatrics Issues New Recommendations to "Reduce Exposure to Cell Phones" Nation's largest group of children's doctors responds to new government study linking cell phone radiation to cancer.

\* **Press Release September 2016** The American Academy of Pediatrics recommendations are highlighted in this Factsheet and Postcard about children and wireless radiation.

## **From Environmental Health Trust**

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# BioInitiative 2012

From bioInitiative.org

## A rational for Standards for low-intensity EMRs

### Updated Research Summaries

The Research Summaries by Dr. Lai include published scientific study references and abstracts that are updated to 2017, replacing the 2014 files. We have expanded the number of downloadable research summaries to include abstract collections on neurological effects and on comet assay studies, and provided new graphics on “Effect vs No Effect” studies. The new..[read more →](#)

## [BioInitiative Report: Medical concerns intensify over deadly brain tumors from cell phone use/Orebro University Hospital, Sweden](#)

There is a consistent pattern of increased risk for glioma (a malignant brain tumor) and acoustic neuroma with use of mobile and cordless phones” says Lennart Hardell, MD, PhD, Orebro University, Sweden, according to publications through mid-2017. “Epidemiological evidence shows that radiofrequency should be classified as a Group 1 (Known) Human Carcinogen.....[read more →](#)

### Cell Phone Radiation Study Confirms Cancer Risk

Orebro University, Sweden May 31, 2016 The National Toxicology Program under the National Institutes of Health has completed the largest-ever animal study on cell phone radiation and cancer. The results confirm that cell phone radiation exposure levels within the currently allowable safety limits are the “likely cause” of..[read more →](#)

## Electromagnetic Fields, Pulsed Radiofrequency Radiation, Epoigenetics: How Wireless Technologies May Affect Childhood Development

Announcing a Special Section of Child Development from © The Society for Research in Child Development, Inc. Contemporary Mobile Technology and Child and Adolescent Development, edited by Zheng Yan and Lennart Hardell, May 15, 2017 Article by Cindy Sage and Ernesto Burgio Abstract Mobile phones and other wireless devices that produce electromagnetic fields (EMF) and.. [read more →](#)

## Effects of Mobile Phones on Children's and Adolescents' Health: A Commentary

Announcing a Special Section of Child Development from © The Society for Research in Child Development, Inc. Contemporary Mobile Technology and Child and Adolescent Development, edited by Zheng Yan and Lennart Hardell, May 15, 2017 Article by Lennart Hardell Orebro University Abstract The use of digital technology has grown rapidly during the last couple of..[read more →](#)

Effects of Mobile Phones on Children's and Adolescents' Health: A Commen...

## Comment to the FCC on Docket 16-421 on Streamlining for Small Cell (Antenna) Rollout by Relaxing the Rules for Siting

The FCC is proposing to ‘streamline’ the permitting process for small wireless facilities, without completing its investigation of RF health effects of low-intensity radio frequency radiation. This fact alone

argues against the FCC speeding and easing the approval of millions of new ‘small cell’ wireless antenna sites under Docket 16-421. It also argues against permitting thousands of new.. [read more →](#)

**From bioInitiative.org**

**Carnahan, David**

---

**From:** Courtney Modena <cmodena1@icloud.com>  
**Sent:** Sunday, December 9, 2018 7:20 PM  
**To:** Council, City  
**Subject:** Affordable housing

Get a clue! Look around!  
People need homes!

Open your eyes, all of you.  
What is happening to everyone? How do you sleep at night knowing people are suffering, not eating and sleeping on our streets.

Enough already!!!!  
More affordable housing.

ASAP!

Sent from me

## Carnahan, David

---

**From:** martin@sommer.net  
**Sent:** Thursday, December 6, 2018 4:58 PM  
**To:** Council, City  
**Cc:** arobeso@menlopark.org  
**Subject:** Attn: Rail Committee, Palo Alto

Email sent to Angela Obeso, City of Menlo Park:

Please address the issue of: a) closing the Palo Alto Ave rail crossing, in conjunction with b) taking Alma directly across the creek between Menlo Park and Palo Alto.

Thank you!

Martin

--  
Martin Sommer  
650-346-5307  
[martin@sommer.net](mailto:martin@sommer.net)  
<http://www.linkedin.com/in/martinsommer>

"Turn technical vision into reality."

----- Original Message -----

**Subject:**Great meeting you last night  
**Date:**2018-12-06 10:24  
**From:**martin@sommer.net  
**To:**arobeso@menlopark.org

Good morning Angela,

It was great meeting you last night at the Menlo Park Caltrain meeting. I had proposed the idea of closing the Palo Alto Ave rail crossing in Palo Alto, and taking Alma directly across the creek between Menlo Park and Palo Alto. I had also suggested moving the small El Palo Alto Park to the other side of the tracks, and extend the El Camino Park.

This idea would: a) eliminate the cost of another grade separation, b) eliminate train noise wrt to current crossing, and c) lower the number of track crossings, between Menlo Park and Palo Alto.

Please let me know, if I can help you explain this idea to Menlo Park and/or Palo Alto stake holders.

Thanks again,

Martin

--

Martin Sommer

650-346-5307

[martin@sommer.net](mailto:martin@sommer.net)

<http://www.linkedin.com/in/martinsommer>

"Turn technical vision into reality."

**Brette, Jessica**

---

**From:** Barbara Kelly <bmkelly@hotmail.com> on behalf of Barbara Kelly <barbara.kelly@gmail.com>  
**Sent:** Tuesday, December 11, 2018 11:58 PM  
**To:** Council, City  
**Cc:** Planning Commission; Lait, Jonathan; Clerk, City  
**Subject:** Cell Towers in Residential Neighborhoods

My husband and I urge you:

To reverse your May 21<sup>st</sup> decision allowing Verizon to install its cheap, ugly and potentially hazardous equipment aboveground next to people's homes;

To direct City Staff to vigorously enforce Palo Alto's aesthetics, noise and other ordinances with respect to the siting and installation of cell towers near residences; and, more specifically,

To direct City Staff to stop advising the Planning and Transportation Commission to incorporate the FCC's aggressively pro-telecommunications-industry October order into our municipal ordinances.

Sincerely,

George and Barbara Kelly

**Brette, Jessica**

---

**From:** Jeanne Fleming <jfleming@metricus.net>  
**Sent:** Tuesday, December 11, 2018 2:54 PM  
**To:** Council, City  
**Cc:** Planning Commission; Lait, Jonathan; Clerk, City  
**Subject:** City Staff pressing PTC to get with the telecom industry's program

Dear Mayor Kniss, Vice-Mayor Filseth and Council Members DuBois, Fine, Holman, Kou, Scharff, Tanaka and Wolbach,

I am writing to urge you to direct City Staff to stop advising the Planning and Transportation Commission to incorporate into Palo Alto's municipal ordinances the current administration FCC's October order establishing, among other things, \$270 per year as the maximum pole rental fee for neighborhood cell tower equipment.

The PTC will be considering this recommendation at its meeting tomorrow, Wednesday, December 12<sup>th</sup>, 2018.

It is impossible to imagine that what City Staff is advising the PTC to do could be of benefit to Palo Alto's residents.

New York, Seattle, Portland, Denver, San Jose and dozens of other cities are resisting the order and suing the FCC over it.

Moreover, to reduce fire hazards, the California PUC just initiated the process of establishing rules that ultimately will require the undergrounding of many utility poles.

In this context, how can it make sense for City Staff to recommend to the PTC that they codify allowing these poles to be loaded up with heavy cell tower equipment, let alone codify renting space on the poles for the pittance of \$270 a year?

Please consider what is best for residents and direct City Staff to stop advising the PTC to needlessly lock Palo Alto into a bad policy that aggressively favors the telecommunications industry at the expense of the people who live here.

Sincerely,

Jeanne Fleming

Jeanne Fleming, PhD  
[JFleming@Metricus.net](mailto:JFleming@Metricus.net)  
650-325-5151

## Brette, Jessica

---

**From:** Bruce Nixon <bnixon25@pacbell.net>  
**Sent:** Tuesday, December 11, 2018 7:09 PM  
**To:** Amy Kacher  
**Cc:** Council, City; crescent-park-pa@googlegroups.com  
**Subject:** Re: [CPNA] Crescent park Traffic

Yes, really bad. I had to deal with it getting home. Lots of detours.

Sent from my iPhone

> On Dec 11, 2018, at 5:38 PM, 'Amy Kacher' via Crescent Park PA <crescent-park-pa@googlegroups.com> wrote:  
>  
> City Council  
>  
> We need to take into account the reality of just how frequently we get complete gridlock in our neighborhood, when planning development.  
>  
>  
> This photo is taken at the corner of Hamilton and Center 12/11/18 5:29pm.  
> Cars are backed up on Hamilton past Lincoln. Cars on Center are backed up to Dana.  
>  
> I have also attached a screen shot of waz showing that from Dana and Center, it is 22 minutes travel time to IKEA. Normally it is 5 minutes.  
>  
> --  
> You received this message because you are subscribed to the Google Groups "Crescent Park PA" group.  
> To unsubscribe from this group and stop receiving emails from it, send an email to crescent-park-pa+unsubscribe@googlegroups.com.  
> To post to this group, send email to crescent-park-pa@googlegroups.com.  
> Visit this group at <https://groups.google.com/group/crescent-park-pa>.  
> For more options, visit <https://groups.google.com/d/optout>.  
> <image2.jpeg>  
>  
>  
>  
> --  
> You received this message because you are subscribed to the Google Groups "Crescent Park PA" group.  
> To unsubscribe from this group and stop receiving emails from it, send an email to crescent-park-pa+unsubscribe@googlegroups.com.  
> To post to this group, send email to crescent-park-pa@googlegroups.com.  
> Visit this group at <https://groups.google.com/group/crescent-park-pa>.  
> For more options, visit <https://groups.google.com/d/optout>.  
> <image1.png>  
>  
>  
>  
> Sent from my iPhone  
>

> --

> You received this message because you are subscribed to the Google Groups "Crescent Park PA" group.

> To unsubscribe from this group and stop receiving emails from it, send an email to [crescent-park-pa+unsubscribe@googlegroups.com](mailto:crescent-park-pa+unsubscribe@googlegroups.com).

> To post to this group, send email to [crescent-park-pa@googlegroups.com](mailto:crescent-park-pa@googlegroups.com).

> Visit this group at <https://groups.google.com/group/crescent-park-pa>.

> For more options, visit <https://groups.google.com/d/optout>.

**Brette, Jessica**

---

**From:** Amy Kacher <amyewardwell@yahoo.com>  
**Sent:** Tuesday, December 11, 2018 5:38 PM  
**To:** Council, City; crescent-park-pa@googlegroups.com  
**Subject:** Crescent park Traffic

City Council

We need to take into account the reality of just how frequently we get complete gridlock in our neighborhood, when planning development.

This photo is taken at the corner of Hamilton and Center 12/11/18 5:29pm.  
Cars are backed up on Hamilton past Lincoln. Cars on Center are backed up to Dana.

I have also attached a screen shot of waz showing that from Dana and Center, it is 22 minutes travel time to IKEA.  
Normally it is 5 minutes.



5:33 ↗

3G LTE

Q Where to?



Ashby

18:33

22 Min



12 Km



To IKEA

No events on route



Sent from my iPhone

**Carnahan, David**

---

**From:** Jeanne Fleming <jfleming@metricus.net>  
**Sent:** Monday, December 10, 2018 9:37 AM  
**To:** Stump, Molly  
**Cc:** Council, City; Clerk, City; 'James Sutton'  
**Subject:** Demand for Reconsideration of City Council Vote on Verizon Cell Tower Applications

**Via Email Correspondence**

Molly Stump, Esq.  
City of Palo Alto City Attorney  
250 Hamilton Ave.  
Palo Alto, CA 94301

RE: Demand for Reconsideration of City Council Vote on Verizon Cell Tower Applications

Dear Ms. Stump:

This letter demands that the City Council reconsider its May 21, 2018 decision to deny my appeal of the Planning Department's prior approval of eleven permits to install Verizon cellular telephone towers in residential neighborhoods (see 5/21/18 Council Agenda Item #6) because this City decision may have been tainted by a conflict of interest and illegal "gifts."

As you certainly are aware, CTO Jonathan Reichental has come under severe scrutiny recently for accepting free trips and fees from the telecommunications industry and for not properly disclosing those "gifts" and this income on his annual financial disclosure statements (FPPC Form 700). After accepting these over-the-limit gifts and undisclosed fees from the telecommunications industry, he then evidently used his official position as Palo Alto's CTO to influence City decisions on telecommunications issues on behalf of telecommunications companies – most likely including the decision of the Planning Department and City Council to approve Vinculum/Verizon's first round of

applications to install in residential neighborhoods cell towers with hundreds of pounds of ancillary equipment located aboveground. In fact, the California Fair Political Practices Commission (“FPPC”) is currently investigating whether Mr. Reichental violated the disclosure and disqualification provisions of the ethics laws. If found in violation of these laws, he could face fines of thousands of dollars.

As the City’s Chief Technology Officer, Mr. Reichental is clearly aware of, and involved in, all City decisions involving wireless communications, cellular telephone towers, etc. In particular, Mr. Reichental leads the multi-department Connected Cities working group. This group continually oversees telecommunications projects in the City, including—according to the Connected Cities meeting agendas and minutes—overseeing Verizon’s applications to install cell towers. In fact, one of Mr. Reichental’s juniors on his Connected Cities group—the Utilities Department’s Jim Fleming (no relation to me)—advised City Council regarding the Verizon applications at the May 21, 2018, appeals hearing. Moreover, Mr. Reichental sits on the Joint Venture Silicon Valley Wireless Communications Initiative Committee, which submitted a brief opposing my appeal of the Planning Department’s decision. (Joint Venture Silicon Valley receives financial support from AT&T, Crown Castle and Verizon, all of whom have submitted applications to the City of Palo Alto to install cell towers.) It is therefore very likely that Mr. Reichental “used his official position to influence” the decision, in violation of the law. (See Cal. Govt. Code section 87103.)

Reconsidering the decision and giving the public and the City Council the opportunity to discuss whether Mr. Reichental’s transgressions warrant a change in the decision is clearly appropriate under these circumstances. In fact, a new hearing on the appeal is warranted in order to protect my due process rights as an appellant. (See Clark v. City of Hermosa Beach (1996) 48 Cal. App. 4th 1152 [party was deprived a fair hearing because city official was unable to exercise “disinterested skill, zeal

and diligence" due to his personal interest in decision].) Moreover, the law clearly states that a City Council decision can be overturned based on the improper involvement of a City employee who hid his personal financial interest in the decision. (Cal. Govt. Code section 91003(b).)

In sum, Mr. Reichental's possible acceptance of over-the-limit gifts and undisclosed fees from the telecommunications industry may have tainted the City's review of the Vinculums/Verizon applications and therefore warrants reconsideration by the City Council. Thank you for your prompt response to this request.

Sincerely,

Jeanne Fleming

cc: James R. Sutton, Esq.  
Sutton Law Firm

Jeanne Fleming, PhD  
[JFleming@Metricus.net](mailto:JFleming@Metricus.net)  
650-325-5151  
Post Office Box 60399  
Palo Alto, CA 94306

**From:** Arlene Goetze <photowrite67@yahoo.com>  
**Sent:** Monday, December 10, 2018 9:40 AM  
**To:** Joe Simitian; Cindy Chavez  
**Subject:** Fluoridation VIOLATES Human Rights

Forwarded by Arlene Goetze, NO Toxins for Children, photowrite67@yahoo.com

**From fluoridealert.org, Fluoride Action Network, FAN**

## **Human Rights Day About Fluoride in Tap Water**

**by Paul Connett, PhD,**

**Director**

Today, December 10, is

Human Rights Day. It commemorates the day in 1948 when the United Nations General Assembly adopted the [Universal Declaration of Human Rights](#).

- \* Fluoride puts a medical treatment in tap water without informed consent
- \* The interests and welfare of the individual should have priority over the sole interest of science or society.
- \* Fluoride is world's longest-running medical experiment
- \* An individual's informed consent has priority over any other authority

### **Fluoridation and Human Rights**

For many people the strongest argument against fluoridation is that it is a violation of the individual's right to informed consent to medical treatment, and that is a human right. No government (local, state or federal) should have the right to add chemicals to the drinking water designed to treat human beings as opposed to treating the water to make it safe or palatable to drink. Every doctor and dentist should know this but few seem to care. But on Humans Right day it is time to remind them.

For starters look at the language in the 2005 [UNESCO Declaration on Bioethics and Human Rights](#). Here is some of that language and we have underlined the principles that highlight the violations of human rights inherent in water fluoridation:

### ***Principles***

Within the scope of this Declaration, in decisions or practices taken or carried out by those to whom it is addressed, the following principles

are to be respected.

### ***Article 3 – Human dignity and human rights***

1. Human dignity, human rights and fundamental freedoms are to be fully respected.
2. The interests and welfare of the individual should have priority over the sole interest of science or society.

### ***Article 6 – Consent***

1. Any preventive, diagnostic and therapeutic medical intervention is only to be carried out with the prior, free and informed consent of the person concerned, based on adequate information. The consent should, where appropriate, be express and may be withdrawn by the person concerned at any time and for any reason without disadvantage or prejudice.
2. Scientific research should only be carried out with the prior, free, express and informed consent of the person concerned. The information should be adequate, provided in a comprehensible form and should include modalities for withdrawal of consent. Consent may be withdrawn by the person concerned at any time and for any reason without any disadvantage or prejudice. Exceptions to this principle should be made only in accordance with ethical and legal standards adopted by States, consistent with the principles and provisions set out in this Declaration, in particular in Article 27, and international human rights law.
3. In appropriate cases of research carried out on a group of persons or a community, additional agreement of the legal representatives of the group or community concerned may be sought. In no case should a collective community agreement or the consent of a community leader or other authority substitute for an individual's informed consent.

Doubtless, promoters of fluoridation will point out that principles 2 and 3 pertain to “research” and they will argue that fluoridation is not research; that its benefits and efficacy were “proved” years ago. However, they can’t have it both ways, whenever a study shows a serious harm (like the U.S. government funded- Bashash et al, 2017 and 2018 studies) the promoters’ response is to call for more studies.

Calling for more studies is tantamount to admitting that their case has NOT been proved and that fluoridation is one of the world’s longest-running

medical experiments. The earliest promoters of fluoridation understood this that is why they insisted that the fluoridation 1945 “trials” in Grand Rapids, MI and Newburgh, NY were “demonstrations” not “experiments.”

Sadly, the world is not run on ethical principles, but for one day a year – Dec 10 - perhaps we can pretend that it is. For the rest of the year – as far as fighting fluoridation is concerned it is a relief that the hard science is on our side. Our biggest problem – especially in 2019 - is trying to let the public and the media know that this is the case. We have to make the “invisible” visible to the public, and then in court.

Paul Connett, PhD,  
Director, Fluoride Action Network,  
Co-author of *The Case Against Fluoride...*(Chelsea Green, 2010)

[\*\*See all FAN bulletins online\*\*](#)

## Carnahan, David

---

**From:** Clerk, City  
**Sent:** Friday, December 7, 2018 8:23 AM  
**To:** Council, City  
**Subject:** FW: ABAG October- November enews

---

**From:** ABAG <pratul@mtc-ca.ccsend.com> **On Behalf Of ABAG**  
**Sent:** Thursday, December 6, 2018 5:50 PM  
**To:** Clerk, City <city.clerk@cityofpaloalto.org>  
**Subject:** ABAG October- November enews

 **Association of Bay Area Governments**

## October-November Update

### CASA — The Committee to House the Bay Area — Compact Status Report

Staff briefed the Executive Board on the CASA effort and areas of agreement for the CASA Compact and asked for the Board's input and discussion. By the end of 2018, CASA will have engaged a broad range of stakeholders to develop a suite of recommendations for legislative reform, new revenue, and regional leadership. These recommendations will be packaged into the CASA Compact for consideration by ABAG, MTC and myriad state and local policy makers.

The current schedule calls for the CASA Compact to be finalized by mid-December. If the schedule holds, the ABAG Executive Board in January and the MTC Commission in December would consider authorizing the President and Chair to sign the CASA Compact.

CASA includes leaders from across the Bay Area who will build actionable political consensus around (1) increasing housing production at all levels of affordability, (2) preserving existing affordable housing, and (3) protecting vulnerable populations from housing instability and displacement for consideration by ABAG, MTC and myriad.

CASA is being led by three Co-Chairs: Fred Blackwell, The San Francisco Foundation; Leslye Corsiglia, Silicon Valley at Home; and Michael Covarrubias, TMG Partners. It is structured around a Steering Committee and Technical Committee composed of local elected officials, thought leaders, and policy experts from across the region. The CASA



effort is supported and staffed by the consolidated ABAG and MTC staff and a team of consultants. More information about CASA is available [here](#).

## New Executive Director Recruitment Underway

The Metropolitan Transportation Commission (MTC) is recruiting for a new Executive Director, who will report directly to the [MTC Commission](#), and be responsible for the administration of more than \$2 billion per year in funding for the operation, maintenance and expansion of the Bay Area's surface transportation network. Under contract with the [ABAG](#), the MTC Executive Director also provides staffing and support services to ABAG. The next Executive Director must be an exceptional leader with an unflappable presence and the ability to respond to the region's challenges, both strategically and tactically.



A MTC Executive Director Selection Committee (EDSC) and an ABAG Committee will both review the nominations. Current Executive Director Steve Heminger is retiring in February of 2019. More information is available [here](#).

## Next Steps: Looking at Governance



*Joint ABAG Executive Board Meeting and MTC Commission - Approval of Plan Bay Area 2040*

Information from the governance presentation made to the joint MTC Planning and ABAG Administration Committee meeting on November 9th is available [here](#).

Pursuant to its joint 2017 action by ABAG and MTC to consolidate staffs, both agencies also agreed to explore potential consolidation of the governing bodies. As a next step — Management Partners — an outside consulting firm will begin examining the governance structures of many regional planning agencies with a focus on those with both land use and transportation planning powers and responsibilities. To initiate the process, a Board and Commission working group has already met with staff and Management Partners.

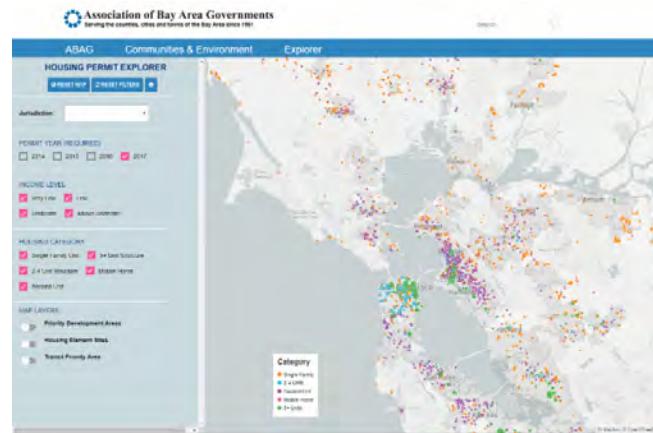
The collected information will inform the ABAG Executive Board and the MTC Commission. A final report is due in June 2019. The Board and Commission will then

discuss whether the two agencies should restructure their governing boards to better serve the region and to better utilize the consolidated staff. Both ABAG and MTC retain the decision on whether or not to merge the two governing boards.

## Bay Area Cities Permitted More Housing in 2017, Acute Shortfall of Affordable Housing Still Exists

New data on housing.abag.ca.gov reveals Bay Area cities and counties permitted 27,103 new housing units in 2017, more than either 2016 (20,868) or 2015 (20,495); but only 18 percent of these units were for very-low-, low- or moderate-income residents -- far below the 58 percent required by the state's Housing and Community Development Department. A new report summarizing the 2017 data, is available

on <https://abag.ca.gov/planning/housing/publications.html>. as Bay Area Housing Permit Activity Report, 2015-2017.



"With this new data, we can clearly see that more housing development is on the way, but we're still far behind in meeting the housing demand for all income levels," commented ABAG President and Sonoma County Supervisor David Rabbitt. "The work that is being done at ABAG and at MTC in the Committee to House the Bay Area, known as CASA, is urgently needed to bring Bay Area leaders together to solve this problem."

The housing data portal now includes complete datasets for 2014, 2015, 2016 and 2017; and will continue to be updated to incorporate cities' and counties' housing permit and policy activities in future years. These datasets provide a resource to shape both the development and evaluation of Bay Area governments' housing policies, and will help support the Metropolitan Transportation Commission (MTC)'s funding initiatives.

These initiatives include the One Bay Area Grant program and the new Housing Incentive Pool challenge grant program that are linked to cities' and counties' results in permitting, producing and preserving housing. MTC established the Housing Incentive Pool to reward local governments that permit or preserve the greatest number of housing units at the moderate-, low- and very-low income levels. (see related story below)

## MTC Offers Cities, Counties Big Carrot to Spur Affordable Housing



Taking a bold step to ease the Bay Area's persistent shortage of affordable housing, MTC will be distributing \$71 million of Housing Incentive Pool funds, or HIP for short, to reward with transportation infrastructure dollars the cities and counties that over the next five years produce or preserve the largest number of eligible housing units — both newly-built and preserved as affordable to low-, very-low- and moderate-income households over the five calendar years 2018 through 2022. These grants will be awarded only after the fifth year of the HIP time period.

As part of the HIP initiative, MTC is establishing a pilot program through which cities and counties can compete for \$5 million in grants for infrastructure improvements around affordable housing developments. The Commission and staff in partnership with county congestion management agencies will develop guidelines for this program over the coming months.

HIP is a housing \$76 million grant program, that awards transportation infrastructure dollars to cities and counties that over the next five years produce or preserve the largest number of affordable housing units in designated Priority Development Areas or in Transit Priority Areas. These are areas that cities and counties have identified as preferred locations for new homes, job growth and other investment, or that are near transit hubs.

The HIP commitment includes \$46 million in state funds administered by MTC through the Regional Transportation Improvement Program (RTIP) plus \$30 million in flexible federal funds through the second round of the Commission's One Bay Area Grant (OBAG 2) program.

"The idea is to incentivize the construction and preservation of affordable housing," said Steve Heminger, executive director of both ABAG and MTC. "We are trying to encourage...whoever can do it, large (jurisdiction) or small."

MTC and ABAG established several other eligibility criteria for the HIP program as well:

- Preserved affordable housing units must either be subsidized multifamily properties that have been identified by the California Housing Partnership Corp. as being at high or very-high risk of conversion to market-rate rents, or multifamily properties with affordable-but-unrestricted rents on which new long-term rent restrictions have been placed.
- A preserved affordable housing unit with deed restrictions running at least 55 years will be counted as one HIP unit. Units with shorter-term deed restrictions will receive a pro-rated share of a single HIP unit based on this 55-year standard.
- Newly-constructed units must be deed-restricted for continued affordability to low-, very-low or moderate-income households.
- To be eligible for HIP funding, each city or county must have its overall Housing Elements certified by the California Department of Housing and Community Development, and also demonstrate compliance with state housing laws related to surplus lands, accessory dwelling units and density bonuses. Self-certification through a local resolution is allowed to demonstrate compliance with these final three requirements.

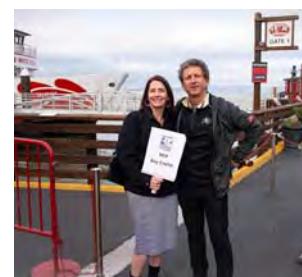
Cities and counties looking to ensure that housing units can count toward HIP are encouraged to contact Gillian Adams of the ABAG MTC staff at 415-820-7911, or by email at [gadams@bayareametro.gov](mailto:gadams@bayareametro.gov) for more information.

## San Francisco Estuary Partnership Hosts National Estuary Program Conference



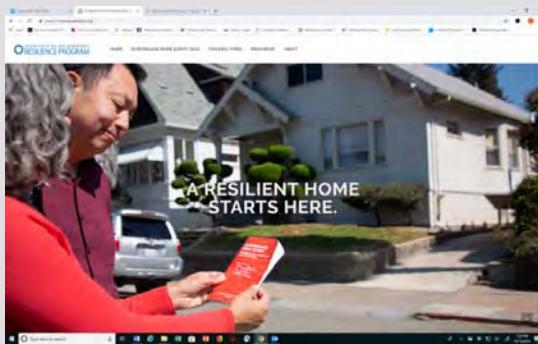
Every fall, staff from the 28 National Estuary Programs (NEP) gather together in one estuary to transfer knowledge, share stories and tools, and advance collaborative opportunities, at the NEP Fall Tech Transfer Meeting. This past October, SFEP had the great pleasure of hosting the annual meeting.

Staff from NEPs from around the country as well as staff from US EPA headquarters and three regional offices attended the Meeting. The agenda included presentations from NEPs on various topics during tech transfer sessions, an afternoon boat tour, a panel presentation on integrating environmental justice into the work of NEPs, field visits to restoration sites around the Bay, and a collaboration with the Exploratorium with estuary-themed presentations and interactive demonstrations for their "After Dark" series. According to Caitlin Sweeney, San Francisco Estuary Partnership Director, "The Fall NEP meeting is a great opportunity to focus on the benefits of the national program. The NEPs successfully leverage funds to focus on local capacity building informed by national priorities. NEPs address issues of national importance with a unique non-regulatory collaborative approach and direct engagement with the community. Our model is unique and successful and the NEPs take great pride in the work that we are able to accomplish."



## Earthquake Guides Show Ways to Lessen Damage





An online tool is now available to help residents identify potential earthquake-related damage to their homes and provides information on how to gird against the next big tremor.

The Earthquake Home Quiz can be accessed at ABAG Resilience Program's website at [homequakequiz.org](http://homequakequiz.org), along with a [downloadable PDF](#) of the Earthquake

Field Guide to help assess potential impacts of earthquakes. The new Earthquake Field Guide was released to coincide with the 10th Annual Great California ShakeOut on Oct. 18, a statewide preparedness event.

"The time to prepare is now," said David Rabbitt, ABAG president and member of the California Seismic Safety Commission. "We are in earthquake country and it's just a matter of time before we are affected in some way, whether small or large. The quiz is an engaging, new way to see what the effects might be and lays the groundwork for preparedness."

The U.S. Geological Survey has determined there is a 72 percent chance of at least one earthquake of magnitude 6.7 or greater striking somewhere in the Bay Area in the next 30 years. It's the continual movement of the Earth's plates against each other that causes energy to build. When the plates slip, energy is released and earthquakes result. In the Bay Area's case, it's the Pacific Plate moving northwest past the North American Plate that puts pressure along the faults in the region.



The quiz allows residents to gain insight into seismic safety, whether they are in a single-family home, apartment building or mobile home. The types of housing in the region are as diverse as the Bay Area itself and the quiz allows residents to explore the resilience of their particular type of home.

The release of these online tools come in the wake of updated ABAG estimates of housing losses in the region as a result of a large-scale earthquake. The ABAG data tell a compelling and personal story about the Bay Area's potential future after an earthquake: How many buildings will be damaged? How many households will be displaced? And how many residents will be seeking shelter? Visit [resilience.abag.ca.gov/housing/losses](http://resilience.abag.ca.gov/housing/losses) to review the findings and connect with the data behind the numbers.

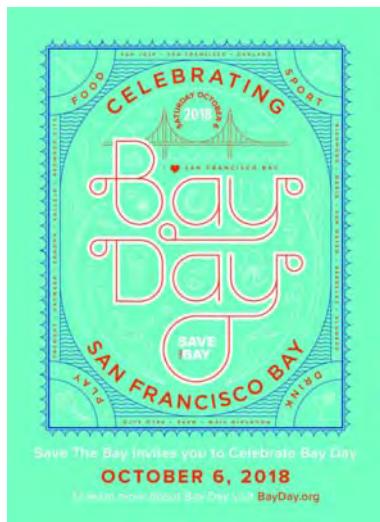
ABAG's newest estimates of housing losses provide a significant update to the last such data released in 2003, with the latest figures reflecting current housing stock and the Bay Area's present population.

The figures use the most recent modeling techniques to identify potential residential housing losses for 16 plausible earthquake scenarios in the Bay Area. Under the most dramatic scenario, a 7.8-magnitude quake along all the northern segments of the San

Andreas Fault, 68,900 residential buildings would be rendered uninhabitable, while causing \$28.4 billion in residential building damage alone.

Under this scenario, San Mateo would have the largest number of uninhabitable residential buildings at 19,300; followed by San Francisco at 18,300; Santa Clara at 15,500; Alameda at 8,300; Marin at 3,100; Sonoma at 2,400; Contra Costa at 1,400; Solano at 400; and Napa at 200. In all, 68,900 buildings would be uninhabitable.

## Bay Trail and Water Trail Projects Help Celebrate the Bay



The Bay Area celebrated the San Francisco Bay on October 6th with 54 different events around the Bay. Led by Save the Bay, Bay Day was again the perfect opportunity to explore and discover the beauty and diversity of our Bay.

Celebrants selected from creek clean ups to kayak tours launched from Water Trail landing sites to Bay Trail walks. Redwood City hosted PortFest and the Palo Alto Baylands Restoration event brought residents and supporters together.

Visit the **Bay Day** website for more information and to plan for next year.





ABAG President Rabbitt and Jerry Lahr

## Executive Board Congratulates Jerry Lahr on his Retirement

The Executive Board recognized the retirement of Energy Program Director Jerry Lahr for his nearly two decades of work on Bay Area energy issues. Lahr is retiring in January 2019, after successfully shepherding the Energy Program through significant changes and the addition of BayREN and its energy conservation services.

Congratulations Jerry!

*Energy Program Staff*



## ABAG Meetings and Events Calendar

### **Wednesday, December 12**

ABAG POWER Executive Committee Meeting, 11 a.m.  
Meeting Location TBD, Bay Area Metro Center, 375 Beale Street

### **Wednesday, January 10**

ABAG Regional Planning Committee, 1:00 p.m.  
Yerba Buena Room, Bay Area Metro Center, 375 Beale Street

### **Thursday, January 17, 2019**

Finance Committee, 5 p.m.  
ACFA Governing Board Meeting, 5:10 p.m.  
Executive Board, 7 p.m.  
Board Room, Bay Area Metro Center, 375 Beale Street

Check the ABAG **Meetings and Agenda** page for upcoming meeting information.

Association of Bay Area Governments | ABAG/MTC/BATA Public Information, Bay Area Metro Center,  
San Francisco, CA 94105

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Sent by lizippert@bayareametro.gov

## **Carnahan, David**

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**From:** Suzanne Keehn <dskeehn@pacbell.net>  
**Sent:** Monday, December 10, 2018 6:24 PM  
**To:** Council, City  
**Subject:** Fw: :President Hotel

----- Forwarded Message -----

**From:** Suzanne Keehn <dskeehn@pacbell.net>  
**To:** City Council <city.council@paloalto.org>  
**Sent:** Monday, December 10, 2018, 2:32:03 PM PST  
**Subject:** :President Hotel

To the City Council,

The Palo Weekly said it all last Friday. This lack of transparency, manipulation, and former staff members involved in this deal, etc.

There is a huge lack of trust in this Council, residents who elected you are not being consulted or listened to. Examples, road changes (Atascadero, Ross Rd etc.) are not consulted or asked for their input as to what is needed or NOT needed, the President Hotel being the latest. This sure reminds me of a mini Washington D.C. Is that what we want?

Please let the next Council work on this, do not change the zoning. You say you want low/moderate income folks to have housing, well the President was

just that. A new luxury hotel does not do that, plus it will increase parking congestion. Your words and actions do not match. Read some of the comments beneath the editorial to get more informed about what we feel.

### From the Editorial

"There is legitimate room for debate on each of these proposed changes had they come before the city in an appropriate and transparent way, followed normal procedures for consideration by the planning commission and absent a manipulative tenant agreement designed to take advantage of and buy the silence of the tenants. The involvement of former senior-level city staff members as paid consultants to A.J. Capital has done nothing but raise suspicions of deals crafted behind the closed doors of City Hall conference rooms.

A disingenuous attempt has been made to suggest it's merely a coincidence that these zoning changes were scheduled for the final meetings of the year while citizens are distracted by the holidays and a new seven-member City Council potentially less sympathetic to A.J. Capital will be seated in January. (One, the downtown cap, has been moved to a January agenda, according to City Manager Jim Keene.)

City staff, Mayor Liz Kniss and whomever else was involved were wrong to rush this proposal forward and allow the city to become a supporting actor to the three-way deal A.J. Capital is trying to pull off. Instead of facilitating a conversion in use that will sacrifice 75 units of housing for the creation of another hotel, the city should instead be taking advantage of the current zoning rules to block this conversion."

## Carnahan, David

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**From:** Clerk, City  
**Sent:** Tuesday, December 11, 2018 10:50 AM  
**To:** Carnahan, David  
**Subject:** FW: Public Comment: Request to add an alternative for study for the Meadow/Charleston Grade separations  
**Attachments:** CARRD Comment - Short Electric tunnel only recommendation.pdf

**From:** Nadia Naik <[nadianaik@gmail.com](mailto:nadianaik@gmail.com)>  
**Sent:** Tuesday, December 11, 2018 10:19 AM  
**To:** Clerk, City <[city.clerk@cityofpaloalto.org](mailto:city.clerk@cityofpaloalto.org)>  
**Subject:** Fwd: Public Comment: Request to add an alternative for study for the Meadow/Charleston Grade separations

Hi,

I'm resending this to ensure it is included in the City Council packet for December 17th.

Thanks in advance for your help!

Nadia Naik  
650-814-1820

----- Forwarded message -----

**From:** Nadia Naik <[nadianaik@gmail.com](mailto:nadianaik@gmail.com)>  
**Date:** Mon, Nov 12, 2018 at 9:10 PM  
**Subject:** Public Comment: Request to add an alternative for study for the Meadow/Charleston Grade separations  
**To:** <[city.council@cityofpaloalto.org](mailto:city.council@cityofpaloalto.org)>  
**Cc:** James Keene <[James.Keene@cityofpaloalto.org](mailto:James.Keene@cityofpaloalto.org)>, Shikada, Ed <[ed.shikada@cityofpaloalto.org](mailto:ed.shikada@cityofpaloalto.org)>, De Geus, Robert <[Robert.DeGeus@cityofpaloalto.org](mailto:Robert.DeGeus@cityofpaloalto.org)>, Goodwin Eileen <[apexstr@pacbell.net](mailto:apexstr@pacbell.net)>, <[etty.mercurio@aecom.com](mailto:etty.mercurio@aecom.com)>, <[millette.litzinger@aecom.com](mailto:millette.litzinger@aecom.com)>, Elizabeth Alexis <[ealexis@gmail.com](mailto:ealexis@gmail.com)>

Dear City Council Members,

**We support the Staff Report recommendation to not eliminate any grade separation alternatives at this time.** While the Viaduct is the least favored alternative, it remains worthy of further analysis because it is the lowest cost and allows more connectivity than a Hybrid (which functions effectively as a wall).

**In addition, we would like to propose an alternative that was mentioned previously: a short tunnel for electrified trains, with freight remaining at the surface.**

Please see the attached letter for further details.

If you have any questions, please let me know.

Nadia Naik  
Co-founder, CARRD



Californians Advocating  
Responsible Rail Design

November 12, 2018

**Subject: Recommendation of adding alternative of short tunnel for electrified trains only with freight at the surface for Meadow and Charleston alternatives.**

Dear City Council Members,

**We support the Staff Report recommendation to not eliminate any grade separation alternatives at this time.** While the Viaduct is the least favored alternative, it remains worthy of further analysis because it is the lowest cost and allows more connectivity than a Hybrid (which functions effectively as a wall).

**In addition, we would like to propose an alternative that was mentioned previously: a short tunnel for electrified trains, with freight remaining at the surface.** The slope, clearance, ventilation and Fire Life Safety requirements driven by freight and other diesel trains in the tunnels add significant costs to the tunnel proposal currently under consideration. Freight tentatively remaining at the surface for the present would not liberate all of the ROW land for other uses, but the vehicular crossing capacity issue would be addressed.

A key condition has recently changed along the corridor making this a feasible alternative; Caltrain is no longer considering running both diesel and electric trains and will now have a fully electric fleet. In addition, the Dumbarton Rail project recently received approval to begin its investigation of whether to rebuild the old rail bridge that formerly carried freight across the Bay. If this came to fruition, freight might be partially or fully diverted to a Dumbarton route and no longer pass through Palo Alto, leaving the right-of-way above the tunnel free for other uses.

**We have identified a similar tunneling project, the San Francisco Central Subway Tunnel, which seems to indicate that tunneling may even be much cheaper than a trench.**

HMM Trench Study:

As you may recall, in 2014, HMM gave a rough estimated cost for a trench below Meadow and Charleston at \$488 Million (in 2014 dollars).

Here was the breakdown:

Description	Unit	Unit Cost	Rail Trench 1% Max Grade (Caltrain Preferred)	Rail Trench 2% Max. Grade (w/Design Exception)
			Qty	Total Cost

## ***Estimate Summary***

Construction			622,440,744		289,191,768
Utility Relocation and Protection			213,300		104,400
<b>Subtotal A</b>			<b>622,654,044</b>		<b>289,296,168</b>
Professional Services (% of Subtotal A)	35%		217,928,915		101,253,659
Right of Way (incl. ROW Services)			-		-
<b>Subtotal B</b>			<b>840,582,960</b>		<b>390,549,826</b>
Contingency (% of Subtotal B)	25%		210,145,740		97,637,457
<b>Total Project Cost (2014 dollars)</b>			<b>1,050,728,700</b>		<b>488,187,283</b>

note 1) Professional Services includes Design Engineering, Project Mgmt, and Construction Mgmt.

### Central Subway Tunnel Without Freight

Also in 2014, the Central Subway project in San Francisco completed a 1.7 mile dual subway tunnel using two 20.7 ft diameter tunnel boring machines (TBM). While the overall cost of the project is very high, the vast majority of the cost is related to several very deep and complex stations. The cost to complete the tunnel portion of the project: \$234 million dollars (2014 dollars). For reference, the distance from Loma Verde Ave to San Antonio Road in Palo Alto is 1.6 miles. Palo Alto would likely have additional costs beyond what was needed on the subway project (signaling, larger diameter bore, etc.) but the price difference is worth investigating and maybe minimal with the use of a single bore tunnel.

Unlike Palo Alto's right of way, these tunnels were built in densely urban San Francisco and **under an active BART line**<sup>1</sup>. The TBMs went through various soils ranging from soft soils to thinly bedded siltstone, shale and sandstone bedrock - with some area designated as "Potentially Gassy with Special Conditions" by Cal/OSHA<sup>2</sup>. The TBMs also had to navigate the

<sup>1</sup> <http://www.therobbinscompany.com/project-category/epb-tbm/>

<sup>2</sup> <http://www.therobbinscompany.com/project-category/epb-tbm/>

steep and turning alignment in an area where they dealt with low cover, nearby utilities, and sensitive structures requiring analyses and precautions to limit settlement impact and ensure the structures in downtown SF were safe. Given Palo Alto is in a suburban area with less constraints, it seems reasonable to consider this alternative closely.

### Palo Alto Short Tunnel

Another way to reduce the cost of a tunnel is to reduce the diameter. In 2014, the High Speed Rail Authority's White Paper on Tunneling describes how they achieved significant cost reductions by reducing maximum operating speeds assumptions in the tunnels from 220 mph to 200 mph, thereby allowing them to reduce tunnel diameters from 29.5' to 28' ID (Inside Diameter).<sup>3</sup>

CARRD requested from AECOM information on the tunnel assumptions being used for the City wide tunnel (which include freight) and they responded that they are using a "28 ft Inside Diameter Tunnel" which would large enough to allow 200 mph speeds. A significantly smaller diameter would be required to accommodate planned speeds of 110 mph. And, as noted in our previous public comment on height clearances, the Caltrain Electrification EIR specifically notes that the clearance levels at the San Francisquito creek bridge (where freight passes today) is actually 19ft. It is therefore worth investigating whether the tunnel dimensions for a short, electrified train only tunnel in Palo Alto where maximum speed for both Caltrain and HSR is 110 miles per hour would allow us to have a tunnel diameter that is less than 28'.

Other key things to consider for the short tunnel with freight on the surface (EOT) option:

- Without freight, the 1% grade requirement could more readily change to 2% or even 3% grade, which would allow for more design flexibility.
- Caltrain and freight could continue operations during construction with minimal disruption except at the site of tunnel boring machine entrance and exit.
- Traffic during construction would be minimally disrupted
- Tunnels in stations are expensive, but this option would not impact stations
- Tunnels are faster to build. Construction time is dramatically reduced because the work window issues and the phasing required on the road side are much less.
- It would go under the utilities, reducing the cost.
- It could go under the creeks.
- It does not impact the streets.
- The equivalent of shoofly tracks are needed near the portal, but not along the entire right-of-way.

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<sup>3</sup> California High-Speed Rail Program Whitepaper On Cost Reduction Strategies, July 25, 2014

- With careful planning and analysis, TBM's can be reused - perhaps by other cities along the corridor.<sup>4</sup>
- In the future, some or all freight could be re-routed over the Dumbarton Rail route (currently being studied) thus freeing up space along the right-of-way for other potential land use options.
- **Temporary** space for the tunnel portal may be necessary and could require minimal eminent domain that could be returned to the housing stock on completion of the project.
- The ROW closer to San Antonio road is much wider than other parts of the City (150 ft wide). If the TBM was launched from that end, then the removal requires less space.

To see the space required for extracting a TBM, see this video showing the removal of the TBMs used on the Central Subway project in SF. <https://bit.ly/2PpntNC> Note the size of the extraction point is quite small.

Summary:

Preliminary design of grade separations are vague and costs climb when one considers the issues of staging, prolonged construction, utility relocation, ground water issues, and maintaining operations on a heavily trafficked railway during construction. What initially seems like a cheaper solution, can become expensive quickly when these costs are all tallied up. For this reason, we support the inclusion of a short electric train only tunnel with freight on the surface.

If you would like any additional information or have any additional questions, please let us know.

Sincerely,

Nadia Naik and Elizabeth Alexis  
Co-founders  
CARRD

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<sup>4</sup> <https://www.herrenknecht.com/en/services/global-services/tbm-refurbishment.html>

## **Carnahan, David**

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**From:** Postol Front <postolfront@live.com>  
**Sent:** Friday, December 7, 2018 2:35 AM  
**To:** Council, City  
**Subject:** I just read that you criminalized sleeping in a car.

What a bunch of self righteous bullies you are!! That is a violation of privacy, and the fourth amendment. It's none of your business if someone sleeps in their car or not! What a bunch of California jerks you are!! Good place to avoid. I will make sure and put you on my playlist of places and states to avoid! It's no surprise that California is going broke!! Postol Front

## **Brette, Jessica**

---

**From:** mathurpooja1976 <mathurpooja1976@aol.com>  
**Sent:** Wednesday, December 12, 2018 9:50 AM  
**To:** Council, City  
**Cc:** Brettle, Jessica  
**Subject:** Invitation to attend inter faith vigil for gun violence victims, Sunday Dec 16th, 4.30 pm to 6 pm

Dear City Council members,

I am a volunteer with moms demand action for gun sense, an organization started by an In Indiana mom, Shannon Watts, after the Sandy Hook elementary school tragedy.

Over the last 6 years, our organization has been active nationwide, with a chapter in all 50 states, working for common sense gun laws.

Every year, in December, our organization has held inter faith vigils, in hundreds of communities nationwide, to honor victims of gun violence and to bring awareness of this issue.

We are holding a vigil this Sunday, Dec 16th, 4.30 pm to 6 p.m at Lytton plaza in Palo Alto.

We cordially invite you to attend the vigil. If you are able to attend, please let me know and we will mention your name in the speeches on Sunday.

Thank you for all your hard work for the city of Palo Alto. Thank you for your public service.

Your Sincerely,

POOJA MATHUR  
(Resident of Palo Alto)

Sent via the Samsung Galaxy S9, an AT&T 4G LTE smartphone

## Carnahan, David

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**From:** fred [REDACTED] [REDACTED]  
**Sent:** Saturday, December 8, 2018 8:12 AM  
**To:** Maloney, Con  
**Cc:** Council, City; aram james  
**Subject:** Just a rant about palo alto police and city

Lt. Maloney,

As i said it looks like the police put those green stickers on windshields as I saw a police car leaving the scene right after it was put on. Of course it may not have been you guys as I didn't actually see who stuck it on my rv. I peeled it off.

I asked for a little more time, a week but heard nothing from you and I was given a tow notice.

Oh well, so it goes in this world of ours.

But I'll complain with death not to far away. About [REDACTED] if I'm average. I'm now one of the poor with no power.

I've lived in palo alto over 40 years paying the high rental prices here for over 30 years of that time while I had a high tech job. Then after my wife died in [REDACTED] and I lost my job, I moved onto the street in 2010. There's very little low income housing here despite what the local politicians may say.

I'll be [REDACTED] in January. Stanford wants to do [REDACTED] surgery on my [REDACTED] as it's in very bad shape. I've been turning them down because it's almost impossible to recover from that surgery while living on the street. I'm also being treated for [REDACTED] at stanford. If I'm average I have [REDACTED] years to live before the [REDACTED] kills me. Maybe I'll be lucky and medical science will discover a cure in the next [REDACTED] and maybe not.

The police are employed and controlled by the rich power elite of the city. I understand you guys must obey them. But they have no compassion for the poor ill old who are just trying to survive as best they can in a city who cares nothing about us really. The city has no compassion.

I wish you guys had more backbone and stood up to them when they're wrong. But you know what they said about wishes.

I also wish you guys stopped real crime rather than harassing the poor old sick like me who are just trying to hang onto life and improve themselves. I work about 6 hours Monday through Friday at a minimum wage job trying to rebuild.

As for the rv with the blown engine I'm working as fast as I can to get rid of it. I've found it costs to much to buy and replace the engine, so now I working as fast as I can to get rid of it. If the city gets rid of it, it will cost me a few thousand I don't have. The city has towed a Ford I had that I hadn't the money to fix. The cost of towing charges that bill's towing charges you, the daily storage fees, mount up very fast.

Fred [REDACTED]

## **Carnahan, David**

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**From:** John Guislin <jguislin@gmail.com>  
**Sent:** Saturday, December 8, 2018 9:40 AM  
**To:** Keene, James; Shikada, Ed; Council, City  
**Cc:** Tim Lindholm; Hal Prince; Godfrey, Carolyn Elizabeth; Andrea Licher; bigkltla@yahoo.com; Neeraj Pendse; Beth Guislin; Greg Welch; Norman H. Beamer; Neilson Buchanan; Michael Hodos; De Geus, Robert; Becky Sanders; Mark Nadim  
**Subject:** Middlefield North traffic project review delayed again

City Managers, Council members:

I note that the review by Council of the Middlefield North traffic project has been pulled from the December 17 Council agenda - the second time this topic has been delayed.

It is an understatement to say that residents find it puzzling and concerning that the city does not want to move forward with a traffic project that is a success from all the measurements and analysis performed. While many other traffic projects suffer from long delays and/or negative reactions, Middlefield North should be a model for a successful partnership between the City and residents.

This projected completed its one year trial in June and a report was completed by the City's consultant in August that showed a dramatic decrease in accidents, lower speeds and high resident satisfaction with the changes.

I can confirm that I and my neighbors feel safer driving on Middlefield as well as walking on our sidewalks and crossing at the new crosswalks.

However, the temporary barriers put in place in June 2017 are deteriorating and could be made even more effective with permanent replacements.

If this is matter of a successful projects being bumped off the Council calendar because they cannot manage their work load, then we need the Council to meet more than one night per week. This increase in Council frequency would also address the significant problem of starting resident input on controversial issues late in the evening, reducing resident participation in local government.

Yes, Palo Alto is dealing with difficult and complex issues. But a clear success like the Middlefield North traffic project should not be delayed because the City cannot manage its agenda.

Please put this project back on the calendar for 2018.

John Guislin

## Brette, Jessica

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**From:** Loran Harding <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)>  
**Sent:** Tuesday, December 11, 2018 11:35 PM  
**To:** Loran Harding; dennisbalakian; David Balakian; Doug Vagim; Dan Richard; Daniel Zack; Mark Standriff; Joel Stiner; Steve Wayte; Steven Feinstein; steve.hogg; Cathy Lewis; Mayor; terry; Mark Kreutzer; info@superide1.com; kfsndesk; newsdesk; kwalsh@kmaxtv.com; midge@thebarretts.com; Council, City; robert.andersen; leager; shanhui.fan@stanford.edu; hennessy; bballpod; bearwithme1016@att.net; Leodies Buchanan; Raymond Rivas; huidentalsanmateo; jerry ruopoli; Jason Tarvin; popoff; pavenjittdhillion@yahoo.com; russ@topperjewelers.com; nick yovino  
**Subject:** Fwd: On December 9, 1968 at a computer conference in San Francisco, Engelbart showed off the first inklings of numerous technologies that we all now take for granted

----- Forwarded message -----

From: **Loran Harding** <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)>  
Date: Tue, Dec 11, 2018 at 5:21 PM  
Subject: Fwd: On December 9, 1968 at a computer conference in San Francisco, Engelbart showed off the first inklings of numerous technologies that we all now take for granted  
To: Doug Vagim <[dvagim@gmail.com](mailto:dvagim@gmail.com)>

----- Forwarded message -----

From: **Loran Harding** <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)>  
Date: Tue, Dec 11, 2018 at 4:59 PM  
Subject: Fwd: On December 9, 1968 at a computer conference in San Francisco, Engelbart showed off the first inklings of numerous technologies that we all now take for granted  
To: Loran Harding <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)>

----- Forwarded message -----

From: **Loran Harding** <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)>  
Date: Tue, Dec 11, 2018 at 3:26 PM  
Subject: Re: On December 9, 1968 at a computer conference in San Francisco, Engelbart showed off the first inklings of numerous technologies that we all now take for granted  
To: Loran Harding <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)>

Tues. Dec. 11, 2018

Mr. Doug Vagim

Doug- Thanks. I watched 15 min. of it last night. About all I could take with the noises in there. I am a layman wrt computers, so it is hard to appreciate what is being shown. I'll read the article. I read a lot of the comments, and the computer people are all blown away by this being shown in 1968.

Apparently he was using a mouse, teleconferencing, I guess with microwave links, but not satellite links, some sort of indexing and categorizing by the computer, it was all done on a mainframe in real time, pretty impressive right there, it was all projected on a big screen in the hall. It seems amazing that the experts are all so amazed. We surely had computers galore in 1968. Remember using the "IBM form" to take exams in college? You'd buy your IBM form at the bookstore and bring it with you to the exam. It was all mainframes in 1968. That was what made the home computer so stunning. Most people in the 70s thought they would always BE mainframes, not something you'd have in your home, or on your desk at work. IBM broke upon the scene in ~1978 with its PC ads featuring Charlie Chaplin. Around then Apple did that too. And then Bill Gates and his pals saw that the small computers would need programs. He said he saw an article in Popular Science while at Harvard and he knew instantly to quit Harvard and get into writing software.

I recall him saying that, after he dropped out of Harvard, he and his pals lived in an apartment in Albuquerque and wrote code. They went to a lot of "action movies" he said. Probably lived on Coca Cola and pizza, I think he said.

I recall Steve Jobs saying he went to the IBM research center in Palo Alto known as PARC- Palo Alto Research Center- I think on Page Mill Road- late 60s or early 70s- and saw the graphical user interface- the GUI- demo'd. He said "I knew right away that that was how it would be done".

You do wonder, if it was all mainframes in 1968, how the Apollo astronauts had those computers in their LEMs as they went down to the moon in 1969, 1970, 1971 and 1972, the ones that kept getting overloaded and giving false alarms, which were over-ruled from the ground. "501 and 502 alarms again" and "we're go on those alarms" would come up from the ground. You hear that in the Apollo 11 landing anyway.

I had finished my MBA at Oregon by June, 1968 and was working on other things. Stanford had been big in electronics and EE since the 30s, graduating Hewlett and Packard then. Computer Science came much later, but they were surely teaching computer science at Stanford when I graduated in 1964. I just didn't study it. I'll bet they had a pretty small enrollment at that point. Most people had no idea then that small personal computers were 14 years in the future, and that software for them would be a huge business, so they studied Chem, Bio, EE, Physics, all of the engineering programs, Civil, Chemical, etc., and the liberal arts. And no idea of the internet. It was the internet that stimulated the huge sales of PCs and Macs. Even in the 80's I think PCs and Macs were bought by businesses and the rare individual geek.

One night on Charlie Rose, Andy Grove, the head of Intel for 20+ plus years, said "I completely missed the coming of the internet". Bill Gates said the same thing. Imagine, those two guys, of all people, did not see the importance of the internet until it was really available.

Here is a 3 hour management course written, in 1990, by Grove, apparently:

<https://www.youtube.com/watch?v=wgvZBVbdsWY>

Stanford Research Institute became a lightning rod for protests during Viet Nam, naturally, since they did a lot of work for DOD. I think they even changed their name to SRI International as a result.

And now you have the power of a 60's mainframe in an I-phone. First the transistor and then the microprocessor made the huge miniaturization of the computer possible. That was driven in part to reduce the weight of satellites. Imagine if an I-phone needed vacuum tubes. You'd need an extra room on your house for the mainframe for your phone.

LH

Speaking of phones- my landline gave trouble three weeks ago. Static, followed by a faint dial tone. First my DSL gave a lot of trouble. I changed the filters on the walls. That helped. I was getting a lot of red lights on the modem for broadband, and a lot of the red light for service. The DSL got back to normal, but then the phone gave trouble. I was able

to make calls if I waited for 20 seconds for a dial tone to come on over the static. I called ATT last Tues. and they tested the line and said the line was OK. They gave me a "ticket number" Finally, last Tues., the dial tone was gone. At that point I went to the ATT store on Blackstone. They said they could not test my phone since they use VOIP and told me to buy a new phone, I did, at Best Buy, and it didn't work either. I went back on Thurs. and they talked to the tech people out of earshot and then arranged to send a tech out to the house yesterday.

He determined at the ATT box on my garage that there was no dial tone on their system. Problem was beyond my house. He went down the street and pulled a big cable out of a box and ran tests on it. It was OK so he concluded the problem was north on Valentine up by Bullard. He left and went there. He returned in 30 min. and said he found there that water was shorting a part in a box there, and he dried it off good. He tested at my box again and said I should be good. Yes, nice dial tone in my house, and broadband back on. Problem solved. So I was without a phone for 5 days. He was somewhat perplexed that I had perfect broadband service for most of time after the phone started giving trouble, including after I lost the dial tone. He said they are separate.

He told me how to test the system. Open the box outside, unplug a plug at lower right, plug my phone into that, and if I get a dial tone, the problem is inside my house. Not getting one there, he knew the problem was with their system. Unrelated, he said DSL is on the way out. We'll have box on a pole in our neighborhood, and an antenna at the house. That will be our broadband internet. This guy was brilliant, and talked in jargon. I told him that a man at Stanford invented DSL, how to send high speed internet down "a twisted wire pair". He said yes, and they have to be twisted to work. five twists per foot and now six per foot. In 2000 in Santa Clara I had broadband, but it came in through the cable TV port.

Interesting vid. you sent. They have come a long way since 1968. Breathtaking, really. Nova should do a whole show on that progress. Start with the vid you sent, tell what exactly is being shown, show where computer science was in 1964-68, then progress from there to the PC in 1978, the development of the microprocessor, the software business, the arrival of the internet around 1990, the development of cell-phones, the I-phone and Android, and where things may go in the next 10 years. Self driving cars are about to break upon the world, and I think Nvidia will be a huge player. At ~\$150 per share, I think it is cheap. That's because I paid \$242 for mine and have watched the vids by Jensen Huang.

Huang said that Nvidia is not a chip company. They make the chips, the algorithms, the software stack. They are doing millions of simulations of mishaps on the road before they ship in two years. If a vehicle anywhere in the world has a mishap, that will be uploaded into the cloud and downloaded to every self-driving vehicle in the world. He says that self driving cars will save a lot of lives. We kill ~30,000 people per year on the road in the U.S.

L. William Harding  
Fresno

On Tue, Dec 11, 2018 at 2:03 AM Doug Vagim <[dougvagim@gmail.com](mailto:dougvagim@gmail.com)> wrote:

**Fascinating...** I think you must have at Stanford at the time. While I don't recall this demo, I believe I attended the larger conference, (the computer industry's product show.)

**50 years on, we're living the reality first shown at the "Mother of All Demos"**

***Douglas Engelbart changed computer history forever on December 9, 1968.***

#### Article

[50 years on, we're living the reality first shown at the "Mother of All Demos"](#)

**Video**

[The Mother of All Demos, presented by Douglas Engelbart \(1968\)](#)

## **Carnahan, David**

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**From:** Rica Enriquez <rica.enriquez@gmail.com>  
**Sent:** Monday, December 10, 2018 6:57 PM  
**To:** Council, City  
**Subject:** Paid Parental Leave Policy Support

To Whom It May Concern:

I would like to voice my support for the paid parental leave policy going to council today. I am fortunate to have parental leave support that matches the proposed policy which would provide:

Employees up to six weeks of fully paid and benefited time off. Employees can use the six weeks anytime in the twelve months following the birth, adoption or placement of a foster child in their home. Employees will continue to accrue their benefits as well for the period of time they are on Paid Parental Leave as if on active work status. This six weeks can also be combined with banked employee vacation and sick leave time to provide a more extended paid parental leave for employees.

I not only found it necessary to foster a loving child, but also return as a functional and productive employee. Most daycares will not accept children less than 8 weeks old. At this time it is extremely difficult to care for an infant, oneself, and work regular hours. My employer strives to take care of its employees and in return our company has many dedicated professionals who appreciate that they can do the work they enjoy with the flexibility needed to raise their families. I hope the council can see the merit in this and approve the policy proposed.

Sincerely,

Rica Enriquez

## **Carnahan, David**

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**From:** Carol Scott <cscott@crossfieldllc.com>  
**Sent:** Monday, December 10, 2018 10:20 AM  
**To:** Council, City  
**Subject:** Parking for Wilton Court

Dear Members of the City Council,

I write regarding the recent recommendation by City agencies to approve the 100% affordable housing development known as Wilton Court.

While I am delighted that Wilton Court will consist of 100% "affordable" housing (I wish I knew what anyone means by this), I am dismayed at the discriminatory behavior that is exhibited by the requirement that only .69 parking spaces per unit be provided to residents of the project.

I can understand that one might believe that units reserved for the disabled might require less parking. However, there are many forms of disability, and many disabled individuals can drive. Further, if they cannot drive, they will have visitors and perhaps caretakers who do.

Further, everything we know about lower income workers today -- not in the future -- suggests that they need their cars more than affluent young tech workers many of whom have transportation provided by their employers either in the form of shuttles or transit passes or even Uber subscriptions. Young tech workers generally go to and from one office.

The lower income worker on the other hand most likely has a working spouse. They may have more than one job that requires them to move quickly from one location to the other -- neither served by Cal Train. Using public transportation such as buses means long hours commuting and may not even be feasible. Getting to several jobs, picking up kids from day care, getting to the store for food and doing other errands in their short time off from work at this point in our City's development of transit options, requires a car.

Yet by not providing them with adequate parking, you are essentially saying only the wealthy deserve to have cars and a place to park them. You are also telling the neighboring communities that they must deal with even more on-street parking in already overcrowded narrow streets.

I hope you will require that this meager parking space requirement be revisited.

Thank you.

Carol Scott  
Resident of Evergreen Park

--  
Carol Scott

## **Brette, Jessica**

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**From:** Iqbal Serang <iqbalserang@gmail.com>  
**Sent:** Tuesday, December 11, 2018 12:26 PM  
**To:** gsheyner@pawEEKLY.com; editor@pawEEKLY.com; letters@pawEEKLY.com; iqbalsERANGarchitect@gmail.com; Council, City  
**Cc:** Email; Katja Serang  
**Subject:** Photo of Fog over President Hotel Apts. 12-11-18, at 8:15 am. A Tribute to Gennady Sheyner of the PA Weekly.  
**Attachments:** IMG\_20181211\_082116591\_HDR.jpg; IMG\_20181211\_082029799\_HDR.jpg

Hello Gennady; Thanks for your impressive articles on The President Hotel Apartments, (PA Weekly, Nov 30, & Dec 7, 2018. [www.PaloAltoOnline.com](http://www.PaloAltoOnline.com))

They are an accurate, informative investigation of the current topic of housing in Palo Alto, and the Bay Area, which deserves widespread reading and recognition.

In writing these articles, you have encompassed the entire environment and culture of the subject and it's impact on residents with sensitivity and integrity.

As a longstanding resident of this city and of the President Hotel Apartments, I am grateful, and in your debt for capturing all of the complexities of this story and it's facts, nuances, and chronology.

My humble salutations to you and your magazine for printing the whole story.

Thanking you,  
Sincerely,

Iqbal Serang

President Hotel Apts.,  
488 University Ave. #307,  
Palo Alto, Ca. 94301.

Mobile: (650) 906-7059.

## **Brette, Jessica**

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**From:** Wei Si <wordpress@castillejamasterplan.com>  
**Sent:** Tuesday, December 11, 2018 11:29 PM  
**To:** Scharff, Gregory (internal); Kniss, Liz (internal); DuBois, Tom; Filseth, Eric (Internal); Fine, Adrian; Holman, Karen; Kou, Lydia; Tanaka, Greg; Wolbach, Cory; Clerk, City; Council, City  
**Subject:** Please Support Castilleja

Dear Mayor Kniss and Members of the Palo Alto City Council,

My name is Wei Si and I live in Palo Alto, CA. I am writing to you as a parent and supporter of Castilleja School.

Castilleja was founded 110 years ago to equalize educational opportunities for women. Today, Castilleja seeks to close the female leadership gap by gradually adding students over four years. Making this opportunity available for more young women is central to furthering that mission.

As a Palo Alto resident, I am proud to have Castilleja in our city. The school has been an indispensable community partner and is committed to maintaining its neighbors' current quality of life. Castilleja has already implemented robust Traffic Demand Management initiatives, and has repeatedly pledged to neighbors not only to do more, but that the admittance of new students will be dependent on the continued success of the school's traffic programs.

Now more than ever, at a time when national politics has devolved into shouting matches and one-upmanship, Castilleja's mission of serving girls and young women from Palo Alto and other nearby cities is critically important.

Please do not let the loudest voices in the conversation obscure the robust support for Castilleja found throughout our wonderful city.

Sincerely,

Wei Si  
siwei99@yahoo.com

## **Brettle, Jessica**

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**From:** Tina Chow <chow\_tina@yahoo.com>  
**Sent:** Tuesday, December 11, 2018 6:18 PM  
**To:** Council, City  
**Cc:** Planning Commission; Lait, Jonathan; Clerk, City  
**Subject:** please take action

Dear City Council members,

Recent developments regarding cell towers in residential neighborhoods and the actions of city staff are alarming and I urge you to stand up for Palo Alto residents!

I am writing to ask you:

1. To reverse your May 21<sup>st</sup> decision allowing Verizon to install its cheap and potentially hazardous equipment aboveground next to people's homes; *[what about fire hazards?]*
2. To direct City Staff to vigorously enforce Palo Alto's aesthetics, noise and other ordinances with respect to the siting and installation of cell towers near residences; and, more specifically,
3. To direct City Staff to stop advising the Planning and Transportation Commission to incorporate the FCC's aggressively pro-telecommunications-industry October order into our municipal ordinances. *[How for example is \$270/year rent in the best interest of Palo Alto residents?]*

Dozens of other cities are standing up for their neighborhoods on this issue. Palo Alto can and should be a leader in creating a community that is respectful of residents' needs and concerns.

Sincerely,  
Tina Chow, Ph.D.  
Barron Park

## **Carnahan, David**

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**From:** Margo Deane <margodeane@gmail.com>  
**Sent:** Monday, December 10, 2018 5:57 PM  
**To:** Council, City  
**Subject:** President Hotel conversion

So the city of Palo Alto pretends to want to do something to help with the problem of not enough affordable housing .....Why then is the city council approving the ousting of tenants from the President Hotel so we can allow for rich investors to create yet another high end hotel ? And one that will not be able to provide parking that is adequate. This is outrageous !

Why can't we work with the owners in a way similar to what was done with Buena Vista Park !? Or does the city really care about those being displaced?

I am sorry that I cannot attend the city council meeting tonight so that I might be better able to understand what is happening.

Thankfully I saw this post on Next Door Palo Alto. I hope I am interpreting the post correctly.

Margo Deane  
540 Seale Ave  
Palo Alto

## **Brette, Jessica**

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**From:** Shannon Rose McEntee <shannonrmentee@gmail.com>  
**Sent:** Tuesday, December 11, 2018 4:09 PM  
**To:** DeMarzo, Elise; Council, City; City Mgr  
**Subject:** Proposed Art for the new Public Safety Building

Dear Elise DeMarzo, Peter Wegner (please forward a copy to Peter), City Council, and City Manager:

Thank you for sharing the initial art designs for the new parking structure and Public Safety Building planned for Sherman Avenue in the Cal Ave neighborhood. I enjoyed hearing about your creative process, Peter. Your research and thought processes are impressive and inspiring.

The PSB will be in my backyard as I live in Mayfield and ride my bike on Sherman and Park every day. Also, I am an artist myself -- I have a BFA and a Master of Arts. I very much enjoy the public art in Palo Alto and I look forward to new treasures in the future.

You asked for feedback last week at the community meeting focused on the four art pieces Peter is designing for the PSB and the new parking garage. Hence I write with reservations concerning your concept for the outside wall of the parking structure (I think this is where you plan to place it). The three-dimensional sculpture composed of LED lights gives me pause. As an environmentalist, I believe it is a mistake to create art that requires power consumption 24 hours a day, and I'm concerned about the costs of ongoing maintenance such an artwork would require. Such a sculpture would be expensive to run and maintain, and it would needlessly draw on the City's resources. I also feel the massive three-dimensionality of the piece is unattractive. While the lighting would add interest, it also suggests that the City has energy to burn and that is a turnoff.

I would much rather see something in metal or glass or perhaps a wall of succulents -- something that doesn't require ongoing energy consumption and expensive maintenance. I think of Anish Kapoor's spectacular stainless steel sculpture in Chicago's Millennium Park titled Cloud Gate, or the famous metal bull sculpture that until recently was in front of Merrill Lynch in New York City, or the stunning outdoor wall of succulents at SFMOMA. Some greenery would look wonderful on that wall. It would add color, texture and would plants help fight climate change.

I hope that everyone involved in choosing Public Art for Palo Alto will factor in an analysis of the environmental impacts. We should be conserving energy AND reducing plastics, etc. The proposed indoor piece in the PSB lobby was described as being composed of slices of plastic. Could that same concept be constructed from wood? I imagine it would be equally if not more beautiful if made from wood.

Everything we do in our City must take into account climate change -- everything right down to the art we choose. Thank you for considering these points.

Sincerely,

Shannon Rose McEntee  
410 Sheridan Avenue

## Carnahan, David

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**From:** Loran Harding <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)>  
**Sent:** Sunday, December 9, 2018 4:24 PM  
**To:** Loran Harding; Dan Richard; Daniel Zack; dennisbalakian; David Balakian; Doug Vagim; Steve Wayte; steve.hogg; Mark Standriff; Mark Kreutzer; Mayor; [midge@thebarretts.com](mailto:midge@thebarretts.com); esmeralda.soria@fresno.gov; paul.caprioglio; Joel Stiner; nick yovino; bballpod; huidentalsanmateo; info@superide1.com; robert.andersen; beachrides; bearwithme1016@att.net; Leodies Buchanan; Cathy Lewis; Council, City; Steven Feinstein; Chris Field; fmerlo@wildelectric.net; francis.collins@nih.gov; Raymond Rivas; hennessy; Irv Weissman; jerry ruopoli; Jason Tarvin; kfsndesk; kwalsh@kmaxtv.com; kclark; leager; newsdesk; [nchase@bayareanewsgroup.com](mailto:nchase@bayareanewsgroup.com); pavenjitzdhillon@yahoo.com; popoff; russ@topperjewelers.com; terry; Tom Lang  
**Subject:** Re: "Dark Money" documentary in its entirety. Plenty serious. Has to change.

On Sun, Dec 9, 2018 at 4:13 PM Loran Harding <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)> wrote:

----- Forwarded message -----

**From:** **Loran Harding** <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)>  
**Date:** Sun, Dec 9, 2018 at 4:11 PM  
**Subject:** Re: "Dark Money" documentary in its entirety. Plenty serious. Has to change.  
**To:** Loran Harding <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)>

On Sun, Dec 9, 2018 at 4:04 PM Loran Harding <[loran.harding@stanfordalumni.org](mailto:loran.harding@stanfordalumni.org)> wrote

Sunday, Dec. 9, 2018

To all-

Here is "Dark Money". Very serious problem that we must solve.

<https://www.youtube.com/watch?v=DvmK9kFTvGs>

Apparently Congress will have to pass legislation that nullifies the "Citizens United" Supreme Court decision, thereby enabling the States to pass campaign finance laws requiring transparency wrt who finances candidates. Such legislation probably cannot pass with Trump as President. It's just possible that he is a beneficiary of the current system.

L. William Harding  
Fresno

## Carnahan, David

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**From:** Tirumala Ranganath <ranguranganath@gmail.com>  
**Sent:** Wednesday, December 5, 2018 9:43 PM  
**To:** Council, City  
**Subject:** Re: Step back on the housing ordinance giveaways to developers

Dear Mayor Kniss and Council Members,

I was one of the attendees of last Monday's council meeting, where the residents spoke mainly opposing the changing of the ground rules for development in the downtown area as well as PA in general. The argument that was put forward by Councilman Walbach that it's time to pass the said ordinance, because we have spent so much time deciding on the details as part of the comprehensive plan. This is a poor and lame argument. Since 2017, there have been many changes in the quality of life issues, such as overall crowding due to too many people in town without adequate housing and parking, it does make sense to take a step back on approving the city code in favor of the developers for doing away with parking requirements, building "open" spaces on the rooftop of conversions and developments in the downtown area. Just handing out giveaways for market rate housing is not the way, please!

As my friend Rebecca Sanders remarked, for whose benefit is the city government set up and whose interests are they serving, when we see special deals being parceled to builders and developers, so their financial interests are taken care of, while the residents have to live with the consequences of the resulting crowding. Unsurprisingly, developers are interested in maximizing their benefits, but it is your job to look for the overall benefits to the residents. Please ask yourself this question " Is the city council doing its job ? ". I for one can say that some individual council members are paying attention to the welfare of the residents but unfortunately not enough. Once a council member's tenure finishes, their time on the council may come to an end but, the consequences of their decisions have a huge impact on the life of the residents for a long time. At this critical juncture, please don't drop the ball and make decisions, whose consequences cannot be undone! Erring on the side of caution is better than giving away exceptions to the developers and burdening us residents. The project on the VTA lot is a good one to watch. You have approved the experiment, and now we should wait and see how things work out with the reduced parking idea. The wait is definitely worth it.

There should be no exceptions as far as development in the downtown area is concerned. There are city ordinances are there for a reason. Hoping that BMR housing will be the result, will not happen just by wishing. Please tell the developers that they are not going to get exceptions and see what happens. Handing the keys to the town is not an option, you just cannot foist the burdens on us, the residents.

Thank you for listening,

Ranganath (greater Ventura resident)

On Mon, Dec 3, 2018, 4:57 PM Tirumala Ranganath <[ranguranganath@gmail.com](mailto:ranguranganath@gmail.com)> wrote:

Dear Mayor Kniss and Council Members,

I was one of the attendees of last Monday's council meeting, where the residents spoke mainly opposing the changing of the ground rules for development in the downtown area as well as PA in general. The argument that was put forward by Councilman Walbach that it's time to pass the said ordinance, because we have spent so much time deciding on the details as part of the comprehensive plan. This is a poor and lame argument. Since 2017, there have been many changes in the quality of life issues, such as overall crowding due to too many people in town without adequate housing and parking, it does make sense to take a step back on approving the city code in favor of the developers for doing away with parking requirements, building "open" spaces on the rooftop of conversions and developments in the downtown area. Just handing out giveaways for market rate housing is not the way, please!

As my friend Rebecca Sanders remarked, for whose benefit is the city government set up and whose interests are they serving, when we see special deals being parceled to builders and developers, so their financial interests are taken care of, while the residents have to live with the consequences of the resulting crowding. Unsurprisingly, developers are interested in maximizing their benefits, but it is your job to look for the overall benefits to the residents. Please ask yourself this question "Is the city council doing its job ? ". I for one can say that some individual council members are paying attention to the welfare of the residents but unfortunately not enough. Once a council member's tenure finishes, their time on the council may come to an end but, the consequences of their decisions have a huge impact on the life of the residents for a long time. At this critical juncture, please don't drop the ball and make decisions, whose consequences cannot be undone! Erring on the side of caution is better than giving away exceptions to the developers and burdening us residents. The project on the VTA lot is a good one to watch. You have approved the experiment, and now we should wait and see how things work out with the reduced parking idea. The wait is definitely worth it.

There should be no exceptions as far as development in the downtown area is concerned. There are city ordinances are there for a reason. Hoping that BMR housing will be the result, will not happen just by wishing. Please tell the developers that they are not going to get exceptions and see what happens. Handing the keys to the town is not an option, you just cannot foist the burdens on us, the residents.

Thank you for listening,

Ranganath (greater Ventura resident)

**Carnahan, David**

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**From:** Caryn Huberman <yackybooks@hotmail.com>  
**Sent:** Monday, December 10, 2018 7:18 PM  
**To:** Council, City  
**Subject:** Regarding rush to change the Downtown Granfathered Facilities Law

**To The Honorable City of Palo Alto City Council:**

**I urge you NOT to rush through a change to law. No change whatsoever to the current Downtown Grandfathered Facilities Law of 2016 should be made until there is a FULL vetting and FULL review by the Planning and Transportation Committee.**

**There is simply NO urgency to overriding current law, particularly at the eleventh hour.**

**It is *unacceptable* to the citizens of Palo Alto.**

**Also, please note that this long time Palo Alto resident urges the Council , when the issue is again considered in 2019, to make NO changes that would prevent, in any manner, residential uses to convert to commercial ones.**

**Palo Alto MUST preserve the housing it now has!!**

**We must preserve affordable downtown housing and protect tenants from being displaced.**

**Respectfully,**  
Caryn Huberman Yacowitz  
567 Lincoln Avenue  
Palo Alto, 94301

## **Carnahan, David**

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**From:** Tariq <southwestassociatesllc@gmail.com>  
**Sent:** Saturday, December 8, 2018 12:59 PM  
**To:** Council, City  
**Subject:** Reply need Immediately

I've just tried to report a none emergency incident with your city of Palo Alto, this is my personal email address not my work!. My associate and i had to come to work this afternoon and decided to catch a city bus to our destination. At the San Antonio bus center we where verbally assalted by a homeless person. If this is the case with your city I'd like to know why there isn't a easier none emergency number to call. I don't need no run around with the usual political cover yourself!, My associate and I are part of the Microsoft real estate/global relocations team and this isn't the first incident here in Palo Alto.

Tariq asani

## **Carnahan, David**

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**From:** Jeanne Fleming <jfleming@metricus.net>  
**Sent:** Monday, December 10, 2018 9:36 AM  
**To:** Stump, Molly; Minor, Beth  
**Cc:** Council, City; Clerk, City; 'James Sutton'  
**Subject:** Request for City Action Against CTO Jonathan Reichental  
**Attachments:** Reichental press coverage.pdf; Palo Alto Daily Post p.1.jpeg; Palo Alto Daily Post p.2.jpeg; San Jose Mercury News.pdf; Palo Alto Weekly.jpeg; 11.6.18 FPPC Complaint reporting Reichental.doc

### **Via Email Correspondence**

Molly Stump, Esq.  
Palo Alto City Attorney  
250 Hamilton Ave., 8<sup>th</sup> floor  
Palo Alto, CA 94301

Ms. Beth Minor  
Palo Alto City Clerk  
250 Hamilton Ave., 7th floor  
Palo Alto, CA 94301

RE: Request for City Action Against CTO Jonathan Reichental

Dear Ms. Stump and Ms. Minor:

This letter serves to formally notify the City Attorney and City Clerk that CTO Jonathan Reichental has violated the “gift” and conflict of interest provisions of state law in connection with several trips which he has taken which were paid for by 501(c)(6) nonprofit organizations and the telecommunications industry, and through his participation in the “Connected Cities” working group and other official City actions. These violations are outlined in the enclosed complaint letters which I recently filed with the California Fair Political Practices Commission.

In connection with your authority under state law (California Government Code sections 91000 et seq.) as the “civil prosecutor” and “filing officer,” respectively, I respectfully request that you immediately

investigate these violations, immediately require Mr. Reichental to amend his Form 700s to include the missing sources of income, missing trips, and incomplete information about the trips, ask him to refrain from participating in any further City matters affecting the telecommunications industry, and take any other steps and levy any and all fines justified by the law.

Though I assume that you have seen them, I also want to make certain that the record shows that the City has received the recent San Jose Mercury News, Palo Alto Daily Post and Palo Alto Weekly articles about Mr. Reichental's violation of these laws. (Copies attached.) These articles demonstrate that the public clearly is interested in whether Mr. Reichental has violated the law, and will hopefully prompt both the FPPC and the City to open an immediate investigation and take enforcement action against Mr. Reichental as soon as possible. In addition, Mr. Reichental effectively admits in the November 16, 2018 Daily Post article that his Form 700s are riddled with errors and omissions.

I understand that Mr. Reichental is required to file a Leaving Office Form 700 within thirty days after leaving his job here, hence it will be due in mid-January. I respectfully request that Mr. Reichental amend all of the Form 700s he has filed during his tenure in Palo Alto by that date, amend them so that they are accurate, complete and unambiguous.

Feel free to contact me if you need any additional information regarding the complaint letters or Mr. Reichental's activities on behalf of the telecommunications companies, and thank you for your prompt attention to this matter.

Sincerely,

Jeanne Fleming

cc: James R. Sutton, Esq.  
Sutton Law Firm

Jeanne Fleming, PhD  
[JFleming@Metricus.net](mailto:JFleming@Metricus.net)  
650-325-5151  
Post Office Box 60399  
Palo Alto, CA 94306

**Sworn Complaint to the Fair Political Practices Commission reporting  
Jonathan Reichental, the Chief Technology Officer and Chief  
Information Officer of Palo Alto, California**

**Part One: Overview**

Jonathan Reichental is both the Chief Technology Officer and the Chief Information Officer for the City of Palo Alto. Between 2013 and 2017, Dr. Reichental took at least 28 trips that were paid for by outside-the-City enterprises. Twenty-five of those trips were international.

There is substantial evidence that Dr. Reichental, in repeatedly accepting expensive gifts of travel from others, has been systematically violating California gift law. The second section of this complaint documents these violations.

There is also substantial evidence that Dr. Reichental has used his official position as Palo Alto's Chief Technical Officer/Chief Information Officer to influence City matters affecting the companies that underwrote his travels. The third section of this complaint addresses this issue.

At its core, the complaint boils down to this: During his tenure as a senior city official, Jonathan Reichental has been repeatedly flown around the world by the telecommunications industry. In the Statements of Economic Interests/Form 700s he has filed reporting this travel, he has repeatedly mischaracterized the parties paying for his trips as 501(c)(3) nonprofits, although they clearly are not. In addition, he has taken a substantial number of trips that he has failed to report. Plus, he has failed to report income from his considerable employment outside the City. And finally, Dr. Reichental has repaid his patrons for their generosity by being the steadfast ally of the telecommunications companies that have dealings with the City of Palo Alto.

Substantiation for these allegations can be found in the attachments to this complaint, most of which are documents obtained through the California Public Records Act. Some of Dr. Reichental's misconduct is hiding in plain sight on the Statements of Economic Interests/Form 700s he filed. Other misconduct can be seen only by comparing one document to another. The text which follows is intended to provide a roadmap through the attachments, highlighting the elements that point to violations of the law.

If you have any questions or wish additional documentation, please contact me:

Jeanne Fleming  
[JFleming@Metricus.net](mailto:JFleming@Metricus.net)  
650/325-5151

## Part Two: Gift Law Violations

There is substantial evidence that Jonathan Reichental has been systematically violating California gift law while working for the City of Palo Alto.

For example, in 2016, TMForum—a telecommunications industry trade association—paid for Dr. Reichental to take two trips overseas, one to China and one to the French Riviera. For each trip, TMForum paid for Dr. Reichental's roundtrip business class airfare, hotel expenses, meals, ground transportation and visa expenses.

Attached is Dr. Reichental's 2016 Statement of Economic Interests/Form 700 on which he reports these two trips, along with seven others (Exhibit A). Attached as well is correspondence between TMForum and Dr. Reichental that lays out the substantial expenses TMForum paid for on Dr. Reichental's China trip (to be found on Exhibit B Page 1 and Exhibit B Page 2). (NOTE: TMForum paid for the same expenses when they sent him to France.)

A governmental ethics attorney, Jim Sutton of San Francisco, has analyzed at my request one of those TMForum-funded trips, the trip to China. Here is his analysis:

“Palo Alto CTO/CIO Jonathan Reichental lists receiving a gift of travel payments valued at \$5,000 from “TM Forum,” a telecommunications industry trade association, on his 2016 Statement of Economic Interests/Form 700 (among other gifts and sources of income). The Form 700 indicates that Mr. Reichental made a speech in connection with this travel, that the event lasted for five days, that it took place in China, and that the TM Forum is a 501(c)(3) nonprofit. However, TM Forum’s most recent federal tax return (IRS Form 990) indicates that it is actually a 501(c)(6) nonprofit corporation. This trip seems to violate the \$470 gift limit because: (1) even though Mr. Reichental may have made a speech at the event in China, the exception for making a speech explicitly only applies to travel within the United States and only applies to up to three days of travel; (2) the TM Forum is not a 501(c)(3) nonprofit.”

These same two points are applicable to Dr. Reichental’s 2016 trip to France, which was also paid for by TMForum (i.e., it involved international travel, and it was paid for by an organization that is not a 501 (c)(3) nonprofit).

More generally, Dr. Reichental appears to have repeatedly misrepresented trade associations as 501(c)(3) nonprofits in order to evade the constraints imposed by California gift law. For example, Platform for Innovation—a German entity which in 2016 paid for one five-day and one four-day trip to Vienna for Dr. Reichental—appears to be an industry trade association like TMForum. Yet Dr. Reichental reported it to be a

501(c)(3) nonprofit. Similarly, the Global Risk Institute, which paid for Dr. Reichental's trip to Canada in 2016, does not appear to be a charity or educational institution and thus does not qualify as 501(c)(3) non-profit. Yet Dr. Reichental reported it to be one.

Dr. Reichental's mischaracterizations of his trip to China, his trip to France, his two trips to Vienna and his trip to Canada are documented in Exhibit A (Dr. Reichental's Statement of Economic Interests/Form 700 for 2016).

Then there is Management Forum der Verlagsgruppe Handelsblatt GmbH, which paid for a four-day trip to Germany for Dr. Reichental in 2016 (again see Exhibit A). Dr. Reichental says their payment of his travel expenses was a "gift." Yet Management Forum appears to be a for-profit German enterprise, part of Handelsblatt Media Group. Moreover, Dr. Reichental said he "provided training" for Management Forum in Frankfort—i.e., he did not make a speech or appear on a panel. As I understand California Gift Law, this trip also would appear to violate the \$470 gift limit.

Please note as well that:

1. All of the travel payments Dr. Reichental reports on his 2016 Form 700—and indeed all of the travel payments he reports on all of his 2012-2017 Form 700s—are round numbers. When do expenses ever sum to round numbers?
2. The numbers he reports often seem remarkably low. For example, how could Dr. Reichental's roundtrip business class airfare, hotel expenses, meals, ground transportation and visa expenses on his five-day trip to China in 2016 have amounted to only \$5,000, when a business class roundtrip plane ticket there alone costs almost that much? (The numbers Dr. Reichental reports often look more like fees than travel expenses.)

Attached you will find the other Statements of Economic Interest/Form 700s Dr. Reichental filed between the first full year of his employment (2012), and February, 2018, the date of his most recent filing. They are labeled Exhibits C through G.

The specific items in each year's filing that I believe merit your attention are listed below. In particular, you will find highlighted:

- Discrepancies between Dr. Reichental's Statements of Economic Interest and the Outside Employment Statements he filed. (His Outside Employment Statements are labeled Exhibits H through L.) Please note that, in highlighting these discrepancies, the dates I've used refer to the dates on which the Outside Employment Statements were submitted by Dr. Reichental,

not the dates they were approved or the dates the City's Human Resources Department received them.

- For each of the years 2012 through 2015, discrepancies between Dr. Reichental's Statements of Economic Interest and the list of "appearances" he reported making on his personal website ([www.reichental.com](http://www.reichental.com)). Dr. Reichental has now removed the entire list of his appearances from his website. But I printed it out before he did, and you will find a copy of the list attached, labeled Exhibit M Page 1 through Exhibit M Page 3.
- Discrepancies between Dr. Reichental's Statements of Economic Interest and his correspondence obtained under a California Public Records Request Act request (Exhibit N).

Here are the specific discrepancies on each Form 700:

1. *Form 700 filing dated March 7, 2013, for the year 2012* (Exhibit C):
  - a. In this filing, Dr. Reichental failed to report at least one trip he took in 2012, a trip paid for by the high-tech trade association TechAmerica and by technology media company eRepublic's Center for Digital Government. In Exhibit N Page 1 through Exhibit N Page 3, you will find emails which indicate that Dr. Reichental attended the Center for Digital Government/TechAmerica "Beyond the Beltway" Conference at the Ritz Carlton in Falls Church, Virginia, in March of 2012. As this correspondence shows, the organizers paid for Dr. Reichental's air travel, hotel room, meals and ground transportation. Yet Dr. Reichental's Form 700, which he filed in 2013 for January 1, 2012-December 31, 2012, does not report this trip.
  - b. Please note that this trip to the "Beyond the Beltway" Conference, though missing from Dr. Reichental's Form 700, is included on the list of appearances he posted on his personal website (Exhibit M Page 3).
  - c. The list of his travels Dr. Reichental posted on his personal website (again see Exhibit M Page 3) also reveals that he failed to report on his Form 700 filing three other out-of-the-Bay Area trips—two of them international—made in 2012: 1) in February, to New York City; 2) in September, to Paris, France; and 3) in October, to Dublin, Ireland. It would be instructive to learn who paid for these trips he chose not to report, instructive to learn whether Dr. Reichental was paid a fee, and instructive to learn the businesses/industries behind the conferences' organizers.

2. *Form 700 filing dated January 31, 2014, for the year 2013 (Exhibit D):*
  - a. In this Form 700, Dr. Reichental failed to report two out-of-the-area trips he made in 2013: 1) in September, to Indiana, presumably (Dr. Reichental describes his “appearance” as “Purdue University guest lectures”); and 2) in December, to San Diego. Each trip is included, however, on the list of appearances on his personal website (please see Exhibit M Page 2 and Exhibit M Page 3).
  - b. Dr. Reichental also failed to report in this filing the income he received for employment at the University of San Francisco, employment that he says on his April 29, 2013, City of Palo Alto Outside Employment Statement (Exhibit H) was to begin on June 1, 2013, and would continue “indefinitely.”
  - c. In this filing, Dr. Reichental reports that the Consulate General of France paid for him to spend a week in France in exchange for what he calls “consulate services on behalf of the French.” What does that mean? Probably not much. It appears this trip was in fact organized by and underwritten by the telecommunications industry and that it was a junket on which the industry sent Dr. Reichental and officials from other cities around the country (e.g., the Chief Technical Officer/Chief Information Officer of Philadelphia). I have correspondence obtained under the CPRA that discusses this trip, and I can send it to you, if you wish.
3. *Form 700 filing dated February 19, 2015, for the year 2014 (Exhibit E):*
  - a. Dr. Reichental failed to report in this filing five out-of-the-area trips—three of them international—that he took in 2014, trips that are listed on his personal website. They are: 1) in January, to Ireland; 2) in February, to Las Vegas; 3) in April, to Denver; 4) in June, to Berlin, Germany; and 5) in December, to the Netherlands (see Exhibit M Page 2).
  - b. Dr. Reichental also failed to report in this filing the income he received for employment at the University of San Francisco, employment that he says on his April 29, 2013, City of Palo Alto Outside Employment Statement (Exhibit H) was to begin on June 1, 2013 and would continue “indefinitely.”
  - c. Dr. Reichental also traveled to Canada, a trip which he reports on his Form 700 was paid for by Techtriangle, an organization he characterizes as “Non-for-profit.” Techtriangle no longer exists. But it appears that in 2014, it was a

joint municipal/commercial technology development venture, not a 501(c)(3) nonprofit.

- d. As noted in point (a) above, Dr. Reichental took trips in 2014 to Ireland, Berlin and the Netherlands that he did not report on his Form 700 but listed on his personal website (again see Exhibit M Page 2 for documentation of this unreported travel). From the terse explanations he provides for these trips—“Code for Ireland,” “Ideas Camp” and “University-based Regional Development,” respectively—it does not appear that a 501(c)(3) nonprofit or a government agency underwrote the travel expenses for any of them.
4. *Form 700 filing dated March 7, 2016, for the year 2015 (Exhibit F):*
- a. Dr. Reichental failed to report on this filing two out-of-the-area trips—one of them international—that, he took in 2015, trips that are listed on his personal website. They are: 1) in October, to Los Angeles (“Substance Conference”); and 2) in November, to Puerto Rico (Puerto Rico Telecomm and Technology Conference). (The trips are documented in Exhibit M Page 1.) Unanswered are the questions: What type of entity paid for these trips—in particular, who paid for the Telecomm Conference trip? What did the trips cost? Did he receive a fee?
  - b. Dr. Reichental also failed to report on this filing the income he received for employment at the University of San Francisco, employment that he says on his December 29, 2015, City of Palo Alto Outside Employment Statement (page 2 of Exhibit I) began in April, 2013, and would continue “indefinitely.”
  - c. Dr. Reichental failed to report on this filing the income he received for employment at UC Berkeley, employment that he says on his July 14, 2015, Outside Employment Statement (Exhibit J) began in Fall, 2015.
  - d. Dr. Reichental also failed to report the income he received from four trips he took to Dubai in the employment of Peer Review, a United Arab Emirates-based company that stages conventions. According to Dr. Reichental’s December 29, 2015, Outside Employment Statement (page 4 (not page 1) of Exhibit I), he began working for Peer Review in Dubai in October, 2015. Unanswered here is the critical question, who are Peer Review’s clients? There is good reason to believe they include telecommunications companies 1) given the subjects of the conferences Peer Review stages (e.g., “smart cities”), and 2) given that Dr. Reichental regularly speaks about telecommunications issues—in particular, cell-tower-dense “smart cities.”

- e. Dr. Reichental reports four paid-for-by-others international trips in his filing. But the organizations that paid for these trips appear to be neither 501(c)(3) nonprofits nor government agencies. According to Dr. Reichental, the trips were paid for by: 1) ScienceWorks, which paid for Dr. Reichental to visit the Netherlands and which Dr. Reichental characterizes as a “Non-for-profit science advocacy organization.” ScienceWorks, however, appears to be a trade association. 2) the Canadian Cloud Council, which paid for Dr. Reichental to visit Canada and which Dr. Reichental says is “now part of Canadian Government.” But the Canadian Cloud Council appears not to have been part of the Canadian government when it paid for his travel; 3) Electric Ireland, which paid for Dr. Reichental’s visit to Ireland and which Dr. Reichental describes as a “non-for-profit Utility.” Electric Ireland is not a 501(c)(3) nonprofit and not a government agency. And 4) the IT Association of Canada, which paid for Dr. Reichental to visit Canada and which he describes as “a non-for-profit association of the IT industry in Canada.” However, the IT Association of Canada appears to be simply a trade organization, not a 501(c)(3) nonprofit.
- f. Finally, please note that, in an addendum to Dr. Reichental’s Form 700 filing for 2015, he states that “All amounts are estimates based on typical airline and hotel costs.” Unexplained, however, is how he flew roundtrip to the Netherlands and spent three nights in a hotel there for \$1,000, for example, or how he flew roundtrip to Ireland and spent five nights there for \$1,000. Indeed, as noted above, these numbers look more like fees than travel expenses.

5. *Form 700 filing dated February 2, 2017, for the year 2016 (Exhibit A):*

At the outset of this section of the complaint, note is taken of a number of entries in Dr. Reichental’s Form 700 filing for 2016—for example, two trips paid for by the telecommunications industry trade association TMForum. There are several additional aspects of this filing for 2016 that also merit attention, specifically:

- a. Dr. Reichental failed to report the income he received for employment at the University of San Francisco, employment that he says on his December 29, 2015, City of Palo Alto Outside Employment Statement (page 2 of Exhibit I) began in April, 2013, and would continue “indefinitely.”
- b. Dr. Reichental also failed to report on this filing the income he received for employment at UC Berkeley, employment that he says on his July 14, 2015,

and December 29, 2015, Outside Employment Statements (Exhibit J and page 3 of Exhibit I) began in Fall/October, 2015.

- c. Dr. Reichental failed as well to report the income he received for four trips he took to Dubai in the employment of Peer Review, a United Arab Emirates-based company that stages conventions. According to Dr. Reichental's November 30, 2015, Outside Employment Statement (page 1 of Exhibit I), he began a second year of working quarterly for Peer Review in Dubai on January 1, 2016.
- d. Dr. Reichental failed as well to report on this filing the income he received for employment by Lynda.com. Dr. Reichental's February 5, 2018 Outside Employment Statement (page 3 of Exhibit K) says he began this work in April, 2016.
- e. Beginning in 2016, Dr. Reichental stopped listing his "appearances" on his website, although he continued to list his appearances for previous years. However, the website says information about his 2016 appearances is available by request. Perhaps this is something you can request.

6. *Form 700 filing dated February 11, 2018, filing for the year 2017 (Exhibit G):*

- a. Dr. Reichental failed to report on this filing the income he received for employment by the Ignite Institute. But on his February 5, 2018, Outside Employment Statement (page 5 of Exhibit K), Dr. Reichental states that his employment began there in November, 2017.
- b. Dr. Reichental also failed to report on this filing the income he received for employment at UC Berkeley, employment that he says on his July 14, 2015, and December 29, 2015, Outside Employment Statements (Exhibit J and page 3 of Exhibit I) began in Fall/October, 2015, and would continue indefinitely.
- c. Dr. Reichental failed to report on this filing the income he received for employment at "the Camp" in Aix-en-Provence, France, employment that he says on his September 18, 2017, Outside Employment Statement (page 2 of Exhibit L) was to begin in October, 2017, and continue for an indefinite period.
- d. Dr. Reichental also failed to report on this filing the income he received for employment by O'Reilly Media (O'Reilly Media was Dr. Reichental's employer before he was hired by the City of Palo Alto), employment that he says on his

January 5, 2018, Outside Employment Statement (page 4 of Exhibit K) he began in November 1, 2017. Who are O'Reilly Media's corporate clients and sponsors? That's a question worth asking.

- e. Four more paid-for-by-others trips reported in this filing were paid for by entities that almost certainly are not 501(c)(3) nonprofits or government agencies. These are the trips paid for by: 1) Blockchain Association of Australia, which paid for Dr. Reichental's week-long trip to Melbourne, and which appears to be a technology trade association; 2) the Rio de Janeiro Chamber of Commerce, which paid for Dr. Reichental to spend five days in their city; 3) Star Alliance, which paid for Dr. Reichental to spend three days in Frankfurt, and which appears to be a for-profit private enterprise; and 4) NZTech, which paid for Dr. Reichental to spend a week in New Zealand, and which is almost certainly a technology trade association.
- f. As noted above, beginning in 2016, Dr. Reichental stopped listing his "appearances" on his website, although he continued to list his appearances for previous years. But since the website promises that the list is available by request, perhaps you can request it for 2017.

### Part Three: Conflict of Interest Violations

It is my understanding 1) that city employees are prohibited from using their official position to influence a city matter affecting an entity which has provided them with income or other compensation, and 2) that they must disqualify themselves from any city decisions which may affect their personal financial interests.

Yet Jonathan Reichental, the Chief Technical Officer and Chief Information Officer of Palo Alto, who plays a critical—and hands on—role in the City’s dealings with the telecommunications industry, has repeatedly accepted gifts of expensive international travel from an industry that is central to his job.

In particular, he chairs Palo Alto’s so-called Connected Cities working group, which is continually overseeing numerous telecommunications projects in the City. This multi-department group of City staff meets regularly to, for example, review the status of the applications of telecommunications companies wishing to install now 150-and-counting cell towers in Palo Alto’s residential neighborhoods.

Both the Agendas and the Minutes of the meetings of Dr. Reichental’s Connected City group—which have been obtained through California Public Records Act requests—show his personal involvement in telecom-related matters before the City and his personal efforts to smooth the path of the companies that provided funds for his travels.

For example, attached are the agendas for two Connected Cities meetings that occurred within months of Dr. Reichental’s telecom-industry-paid trips to China (in September, 2016) and France (in May, 2016)):

- a. Re the January 18, 2017, Reichental Staff Meeting agenda (Exhibit O Page 1 and Exhibit O Page 2):

Please note that, on the first page of the agenda (Exhibit O Page 1), Dr. Reichental (“Jonathan” as he is referred to) is listed as the “owner” of a number of agenda items specifically involving Verizon, including: “90 site DAS project entering ARB review.” The project being referred to here is the first 90 small cell node cell towers that Verizon and Vinculum have applied to install in Palo Alto (ARB refers to Palo Alto’s all-volunteer Architectural Review Board, which is charged with reviewing cell tower applications and recommending either approval or disapproval).

Dr. Reichental is also listed as the “owner” of a number of agenda items specifically involving AT&T, including: “9/21 meeting--focused on AT&T not going through ARB, letter sent to [City] Council regarding approvals.” I will

have more to say about this item below. Meanwhile, please note that this and the prior item cited illustrate how up to his elbows Dr. Reichental is in matters concerning the industry that has underwritten his international travels.

Indeed, numerous additional telecommunications agenda items are listed on pages 1 and 2 of Exhibit O.

- b. February 11, 2017 Reichental Staff Meeting Agenda (Exhibit P Page 1 and Exhibit P Page 2)

Please note that Dr. Reichental is again listed as the “owner” of the Verizon/Vinculums cell tower applications and of several AT&T agenda items (on page 1), and that on page 2, under “Follow Up Item”, a more junior person has been assigned to: “Check with Mike N. on AT&T cabinets.” Again, the agenda for this February 11, 2017 meeting of Dr. Reichental’s Connected Cities group is filled with telecommunications projects, just as the agenda for the January 18, 2017 meeting was.

Regarding the AT&T cabinets referenced above: AT&T is one of two telecommunications companies that I can document have asked Dr. Reichental to help them in their dealings with the City of Palo Alto and that received his help.

Specifically, in Exhibit Q Page 1, Exhibit Q Page 2 and Exhibit Q Page 3, you’ll find a record of AT&T’s External Affairs Manager, Angela Kung, asking Dr. Reichental in March, 2016, to help AT&T bypass an Architectural Review Board (ARB) requirement relating to equipment cabinets AT&T wants to install in Palo Alto.

I have not been able to determine the outcome of Dr. Reichental’s efforts on behalf of Ms. Kung and AT&T, but clearly he did make an effort—an effort that included: 1) in his words, “focus[ing] on AT&T not going through ARB” in his Connected Cities staff meetings (this is documented in (a) and (b) above); and 2) contacting all of the relevant senior staff in Palo Alto—including City Manager Jim Keene, then Director of Planning Hillary Gitelman, and Director of the Utilities Department Ed Shikada—to convene a meeting to “discuss how [AT&T] can move forward with their 2 cabinet permit request.” The meeting took place on “9/21” according to the Connected Cities agendas and minutes (again, documented in Exhibit O Page 1). (Dr. Reichental’s email setting up this meeting is in Exhibit R. The date was removed from the email before it was sent to me.)

Unfortunately, these email threads can be difficult to follow, not least because some emails are clearly missing. This is because the City of Palo Alto, in responding to my California Public Records Act requests, said they were excluding draft emails, excluding emails protected by attorney-client privilege (which they appear to define very broadly)

and excluding emails that they deemed part of the deliberative process (which they also apparently define very broadly). As a result, I have been able to obtain only a subset of the relevant correspondence.

That said, please take note that Angela Kung's employer, AT&T, is one of the companies that funds TMForum, the trade organization that paid for Dr. Reichental's trips to China and the Riviera. Please note, as well, that AT&T's relationship with Dr. Reichental extends beyond underwriting his international travel. Both Ms. Kung and Dr. Reichental are members of the Wireless Communications Initiative Committee, which is part of Joint Venture Silicon Valley (JVS), an organization whose funding comes in part from AT&T, Verizon, Crown Castle and other telecommunications companies (JVS also receives support from corporations not in the telecom industry).

Ms. Kung is not the only telecommunications company employee sitting on the JVS Wireless Communication Initiative Committee with Dr. Reichental. Also sitting on the committee are representatives of Verizon, Vinculums, Hammett & Edison and Crown Castle—companies all of which are, like AT&T, in particular directly involved in applications to install cell towers in Palo Alto.

Here is another example of the telecommunications industry asking Dr. Reichental to go to bat for it in Palo Alto, and of Dr. Reichental complying: In this case, David Witkowski, the Executive Director of the Wireless Communications Initiative of Joint Venture Silicon Valley, asked Dr. Reichental to intercede on behalf of Crown Castle. (Crown Castle installs cell towers, then leases them to telecommunications service providers. The company has a number of applications pending in Palo Alto.)

On June 16, 2016, Mr. Witkowski wrote to Dr. Reichental: "One of our members (Crown Castle) has reached out to me regarding telecom projects in the City of Palo Alto. ... One of the concerns expressed by Crown Castle was that groups within the City of Palo Alto seemed to be operating independently, resulting in delays. ... It was my hope that through your leadership and position as CIO we could help pull those groups together and set a less contentious foundation for future projects." (You will find this correspondence in Exhibit Q Page 4 and Exhibit Q Page 5.)

Again, these email threads are messy and incomplete, and I cannot tell you exactly what Dr. Reichental ultimately delivered. But he certainly was intimately involved in Crown Castle's dealings with Palo Alto, dealings he never should have been involved in given the expensive gifts of travel he accepted from the telecommunications industry. Two examples of his involvement are: 1) the Crown Castle projects appear over and over as items on the agendas for the multi-department "Connected City" staff meetings Dr. Reichental chaired (see (a) and (b) above); and 2) he met with Mr. Witkowski i) for 30 minutes on July 18, 2016 (i.e., a few weeks after Mr. Witkowski made his request

and two months after Dr. Reichental's first international TMForum-paid-for trip), and again ii) for 60 minutes on November 21, 2016 (i.e., a month after Dr. Reichental's second TMForum-paid-for trip). Documentation of these meetings can be found in Exhibit S Page 1 (see the subject line of the email at the top of the page) and Exhibit S Page 2 (again, see the subject line of the email at the top of the page).

While these are the only two meetings for which I have uncovered records, Dr. Reichental most likely met with Mr. Witkowski on other occasions as well to discuss telecommunications projects in Palo Alto. Dr. Reichental's juniors on the Connected Cities working group certainly did.

Please note that the mission of the JHSV Wireless Initiative Committee on which Dr. Reichental sits—along with the employees of telecommunications companies such as AT&T and Verizon—is to promote wireless connectivity. So, for example, while the California League of Cities, which includes Palo Alto, was fighting the passage of SB649—pro-telecom legislation that the industry lobbied heavily for last year—this group was advocating for its passage. (The bill passed, but ultimately Governor Brown vetoed it.)

Also: 1) This same Wireless Initiative Committee on which Dr. Reichental sits submitted a brief in support of approving Verizon's first cluster of neighborhood cell towers in Palo Alto; 2) its Executive Director, Mr. Witkowski, spoke in favor of the towers at a May City Council hearing convened to consider approving them; and 3) at the same meeting, City employee Jim Fleming (no relation to me)—who is a member of the Connected Cities staff group Dr. Reichental leads, and who in emails to others at City Hall has said he often attends JHSV Wireless Initiative Committee meetings as Dr. Reichental's proxy—was the staff person assigned to answer Council's questions about the proposed cell tower installations.

In other words, not only does the telecommunications industry-funded Wireless Initiative Committee on which Dr. Reichental sits aggressively push for more cell towers in the City which employs him, it also succeeded in planting a ringer as the supposedly neutral staff member City Council turned to for straight answers about cell installations.

Mr. Fleming was not the only supposedly neutral advisor at that meeting with strong ties to the telecommunications industry-supported Joint Ventures Silicon Valley. Palo Alto City Manager Jim Keene, who was also advising Council at the hearing on Verizon's cell tower applications, is on the Board of Directors of Joint Venture Silicon Valley. Incidentally, Mr. Keene is the person to whom Dr. Reichental reports at City Hall.

#### Additional Documentation of Conflict of Interest

Being a novice at filing a complaint, I am unsure as to which of the documents I obtained would be of most interest to the Commission and which the Commission would find most compelling. I am sure my sort has been far from perfect, and, going forward, I would be glad to send you more material. In particular, I have and would be glad to send you:

1. Documentation that Palo Alto's all-volunteer Architectural Review Board has complained that City Staff seemed to be helping Verizon thwart the ARB's directive that ancillary cell tower equipment be located underground.
2. Correspondence indicating that Jim Fleming (again, he is a member of the Connected Cities staff group Dr. Reichental leads, and he says he often attends JHSV Wireless Communications Initiative meetings at Dr. Reichental's behest) responded to the Palo Alto Assistant Planning Director's request for information about small cell node cell tower installations by sending him the completely pro-telecommunications industry handbook prepared by David Witkowski, the Executive Director of JHSV's Wireless Communications Initiative committee.
3. Documentation that Dr. Reichental is a member of another telecom industry group besides JHSV's Wireless Communications Initiative Committee, namely, the Connected Cities Advisory Board of the telecommunications industry's Wireless Broadband Alliance. According to the "About Us" page of the Alliance's website, the group focuses "on four major programs: Carrier Wi-Fi Services, Next Generation Wireless & 5G, Internet of Things and Connected Cities." The Chairman of the Wireless Broadband Alliance Board is JR Wilson, who is AT&T's VP Tower Strategy and Roaming, and its membership includes "seven of the top 10 mobile operator groups."
4. Documentation that Dr. Reichental has been promoting the telecommunication industry's "smart cities"/"connected cities" agenda at City Hall. For example, he produced at least two documentaries on the subject, apparently with residents' money. Also, "Connected Cities" is the name he gave to his City Staff working group. (A so-called "smart city" or "connected city" is one in which wireless connectivity is maximized. In other words, these are by definition cities filled with cell towers. And cities filled with cell towers are exactly what Dr. Reichental's patrons in the telecommunications industry want.)
5. Documentation that Dr. Reichental has been promoting the telecommunications industry's "smart cities"/"connected cities" agenda

outside of Palo Alto (this is what he does at most of his numerous speaking engagements).

6. Documentation that Dr. Reichental has opposed fiber optics-to-the-premises (aka FTTP) projects, in favor of expanded wireless coverage (i.e., services Verizon and AT&T want to sell to residents here).
7. Additional documentation of Dr. Reichental's repeated and on-going dealings with telecommunications companies as part of his job as Palo Alto's Chief Technology Officer and Chief Information Officer. For example, Dr. Reichental's IT Department is the master account (and lead department) for the City's \$300,000/year contract with Verizon for telecommunications services.

Part Four: Conclusion

I appreciate your attention to this complaint. Thank you.

Please let me know if there is any additional documentation you would like from me, and please let me know as well if I can answer any questions.

Jeanne Fleming  
Palo Alto  
[JFleming@Metricus.net](mailto:JFleming@Metricus.net)  
650-325-5151

weather. Heavenly Mountain's south end closed yesterday of increasing winds and heavy forecast into the weekend, but is open today. About 11 inches was reported early yesterday at Mountain and 7 inches at California near Truckee. As 20 inches of snow was possible mountaintops, with winds gusting 90 mph.

**MY, VERY VICIOUS PLACE':** President Trump yesterday disputed that intelligence officials had concluded the de facto leader of American ally Saudi Arabia, Crown Prince Mohammed bin Salman, ordered the killing of U.S.-journalist Jamal Khashoggi, who critical of the kingdom's royal family. Citing vehement denials by the prince and king that they were involved, he said "maybe the world should be accountable because the world is a bad place. The world is a very, very bad place."

**GOOD AIR QUALITY':** Air quality in regions of the Bay Area is forecast "good" for today and Saturday and "moderate" for Sunday and Monday, Bay Area Air Quality Management

[See THE UPDATE, page 4]



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## stuck in SUV after plunging off cliff

BY ALLISON LEVITSKY

Daily Post Staff Writer

A 70-year-old man was rescued from a 30- to 40-foot embankment off Woodside Road yesterday after driving off the road the night before and ending up trapped in his upside-down SUV.

The man, who lives in Cupertino, had called his wife around 9 p.m. Wednesday to say that he

**EMERGENCY PERSONNEL**  
yesterday rescue a man who drove his SUV off a Woodside Road embankment.

which led the San Mateo County Sheriff's Office to "ping" his phone, using reverse GPS information from his cellphone carrier to find him on Woodside Road between Skyline Boulevard and Portola Road.

Patrol deputies and detectives scoured Woodside Road and Skyline Boulevard overnight and into the morning. Around 11:49 a.m. yesterday, they noticed a tree with some freshly damaged bark around the base.

Deputies found the man's crossover SUV just past the tree, down the embankment, and climbed down to find him alive inside the car. Sheriff's Detectives

[See CRASH, page 42]

# Official quits after travel criticism

Jonathan Reichental is stepping down as Palo Alto's chief information officer to take a position at Oracle days after his frequent foreign trips had come under fire from a resident activist.

But Reichental, in an email to

the Post on Wednesday, said that over the summer he told his boss, City Manager Jim Keene, he was going to look for a new career opportunity after overseeing the IT department for nearly seven years.

That conversation occurred

several months before the controversy arose over 28 trips he took between 2013 and 2017 to places such as China, the French Riviera and New Zealand. The controversy began Nov. 9 when Jeanne

[See TRAVEL, page 42]



REICHENTHAL

# TRAVEL

Fleming, who campaigned unsuccessfully against the installation of 11 Verizon antennas, filed a 15-page complaint with the state Fair Political Practices Commission, or FPPC, against Reichental.

She contends the travel was funded by the telecommunications industry mainly through nonprofit trade groups and is illegal under state laws that prohibit gifts to state and local government officials.

"Dr. Reichental has been using his senior position at City Hall to influence the city's dealings with the telecommunications industry," Fleming said. "This includes shaping the city's response to the applications telecom companies have made to install cell towers in Palo Alto's residential neighborhoods."

Reichental told the Post on Nov. 16 that he consulted with the FPPC before accepting the trips and that he met the state's criteria.

"I use a lot of my free time for teaching, learning and education," Reichental said. "The trips I took were generally in consultation with the FPPC advice phone line and met the reimbursement criteria of government, educational or non-for-profit."

He said he reported all the trips on the financial disclosure document officials must file annually, called a Form 700.

Reichental said he didn't participate in the decisionmaking regarding the Verizon antennas because his job involved the city's IT department, and the antenna applications are handled by a different department.

He added, "I don't believe any of my trips were paid for by commercial interests in technology and communications."

But Fleming pointed out that one of his trips was from TMForum, a nonprofit partially funded by AT&T. And AT&T is seeking to install equipment in Palo Alto, Fleming said.

## Excited about next chapter

In his email to the Post on Wednesday, Reichental said he is excited about the next chapter in his career.

"About a year ago I started speaking with City Manager Jim Keene about my next career move. After six years, it felt like the right time to begin exploring a variety of career growth opportunities," Reichental wrote. "This past summer I told Jim that I would be leaving before the end of the year."

"After entertaining several compelling offers, a few months ago I found exactly the right organization and role," he wrote. "I will be the Global Industry Solutions Leader for Public Sector at Oracle."

"I have enjoyed every moment of my time at the city of Palo Alto. It has been a remarkable privilege for me to serve this warm and engaged community," Reichental said in his email. "I also got to work with amazing co-workers and a great IT team. Almost seven years to the day I began my journey at the city, I will start my new role at Oracle on Dec 17."

Reichental was paid \$243,360 last year. Including benefits, his total compensation came to \$321,660, according to Transparent California.



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### CITY HALL

# Palo Alto's chief information officer to depart

*Jonathan Reichental accepts job at Oracle*

by Gennady Sheyner

Palo Alto Chief Information Officer Jonathan Reichental plans to resign from his position next month to take on a new role at Oracle, the Weekly has learned.

Reichental was hired by the city in October 2011 and has been at the forefront of the city's various tech initiatives, including the implementation of the PaloAlto311, a website that allows residents to lodge complaints; the installation of Wi-Fi at all public facilities; and the city's Open Data platform, a public database of the city's budget, employee salaries, infrastructure and building permits, as well as many other datasets.

He has also been City Hall's leading evangelist for upgrading technology. He led City Hall's conversion from desktop computers to laptops and tablets; renovated the Information Technology Department to create an open floor plan; and has advocated for improving the Council Chambers by installing new LED screens and upgrading the outdated broadcast system. Despite his urging, the council balked at the \$2-million renovation earlier this year, opting to

pursue the needed improvements gradually and on a piecemeal basis.

During his tenure, Reichental has balanced his duties as chief information officer with various speaking and teaching engagements, including stints as a professor at UC Berkeley, Duke University and University of San Francisco.

Reichental has also been a frequent speaker at technology conferences, a habit that prompted a resident to file a formal complaint against him recently with the Fair Political Practices Commission. The complaint alleges that Reichental has violated the state's gift laws by allowing entities from the telecommunications industry to pay for his trips. The complaint states that between 2013 and 2017, Reichental took at least 28 trips that were paid for by enterprises outside of the city. His statements of economic interests list trips to Dubai, Ecuador,



Weekly file photo

Ireland, Germany, among others.

The complaint also points to a trip to China that, according to Reichental's statement of economic interests, was paid for by TMForum, a trade association of telecommunication companies. When asked about this trip, Reichental told the Weekly the trip was actually paid for by the Municipality of Yinchuan, China and that TM Forum was an event coordinator. He said he made a few clerical errors on his forms and that he intends to fix them by filing amendments.

"All the trips were reported and permissible under FPPC rules," Reichental said in an email to the Weekly. "It's my normal process to call the FPPC advice line before I commit to trips to ensure they are compliant."

He also noted that he never gets paid for the trips.

The complaint against Reichental was filed by Jeanne Fleming, who has vociferously opposed Verizon's effort to install wireless equipment on local utility poles (she unsuccessfully appealed Verizon's application for 11 installations,

which the City Council approved in March). She pointed to Reichental's involvement on the city's Connected Cities working group, which reviews telecommunication projects, and to emails that she obtained through a Public Records Act request that show executives from AT&T and Crown Castle asking Reichental for advice with their applications (there is no evidence in the packet of emails, which the Weekly has reviewed, that suggest Reichental had expedited these projects).

On Monday night, Galena West, chief of the FPPC's Enforcement Division, informed Fleming the agency will need additional time, beyond the initial 14-day period, to determine whether additional investigation is appropriate.

City Manager James Keene plans to formally announce Reichental's departure next week, just days after the city announced the resignation of Fire Chief Eric Nickel, who is leaving in January to serve as fire chief in Santa Barbara. Reichental will work as Oracle's global industry solutions leader for the public sector.

Reichental told the Weekly that he began discussing his next career move with City Manager James Keene about a year ago. Over the summer he informed Keene his plan to leave at the end of the year to pursue other career-growth opportunities.

## Developers

(continued from page 11)

unit, though they would see reductions of between 20 and 40 percent if they are designated for affordable housing.

Summa questioned the city's assumptions on the new parking requirements.

"My concern is that when we underpark affordable-housing complexes, we do two things: We hurt the people who live there who want to conduct their lives in pretty much the same manner as the rest of us, which unfortunately is very car-centric," Summa said at the Oct. 10 meeting. "And we also hurt the existing residences nearby, and this causes opposition to the projects." ■

*Staff Writer Gennady Sheyner can be emailed at gsheyner@pawEEKLY.com.*

"I did briefly entertain several opportunities, but finally a few months ago I found exactly the right organization and role," Reichental said. "Serving the community of Palo Alto has been an honor and a privilege. I will be forever grateful for the opportunity Jim provided me, and I will take the most amazing experiences and memories with me." ■

# **Complaint accuses Palo Alto's top tech official of taking 28 junkets paid by firms linked to city business**

## **United Neighbors member files ethics complaint against chief information officer over trips**



Palo Alto Chief Information Officer Jonathan Reichental (Jason Green / Daily News)

By [Kevin Kelly | kkelly@bayareanewsgroup.com](mailto:kkelly@bayareanewsgroup.com) | Bay Area News Group

PUBLISHED: November 15, 2018 at 6:07 am | UPDATED: November 15, 2018 at 6:10 am

Palo Alto's top technology official violated California's gifts law by taking at least 28 all-expense-paid trips funded by companies tied to telecommunications firms that do business with the city, according to a complaint filed with the state.

In her filing with the California Fair Political Practices Commission, Jeanne Fleming of United Neighbors contends Chief Information Officer Jonathan Reichental took illegal trips totaling 114 days between 2013 and 2017. United Neighbors is a group of local resident who unsuccessfully fought the City Council's approval last year of a Verizon Wireless project to install 11 cell towers in the Midtown, South of Midtown, St. Claire Gardens and Palo Verde neighborhoods.

According to public records that Fleming acquired, Reichental's trips included a trip in 2016 to China for six days and one to the French Riviera for three days, both paid for by TM Forum, a

global trade association that seeks “to maximize the business success of communication and digital service providers and their ecosystem of suppliers,” according to its website.

Another trip had him spending seven days in Melbourne, Australia, in October 2017, paid for by Blockchain Association of Australia, an organization formed in 2017 to support Australia’s blockchain community. Blockchain, originally devised for digital currency, is being hailed in tech circles as the backbone of a new type of internet., the records indicate.

“The crux of my complaint is two-fold,” Fleming said in an email. “First, Dr. Reichental has been taking expensive junkets all over the world paid for, in particular, by the telecommunications industry. And second, Dr. Reichental has used his position … to influence the City’s dealings with the telecommunications industry. What he is doing is both unethical and a violation of California law.”

City Manager James Keene defended Reichental’s travel, saying in an interview that he takes the trips on his own time and never receives compensation for his involvement in the conferences. Reichental, who oversees a department of more than 30 and reports directly to the city manager, was not immediately available for comment. City staff said he was on vacation.

“I have the utmost confidence in the professional ethics of our chief information officer,” Keene said. “As long as we can keep him working for our city government with the talents and the perspective he has, we are way ahead of the curve.”

An FPPC official confirmed receiving the complaint Tuesday, but the agency has not yet determined whether it will conduct an investigation.

Fleming’s complaint alleges that on travel forms he filed with the state, Reichental “repeatedly mischaracterized the parties paying for his trips as 501(c)(3) nonprofits, although they clearly are not … in order to evade the constraints imposed by California gift law.”

New Jersey-based TM Forum, for instance, was listed in 2016 as a 501(c)(6) nonprofit on its tax forms, which is not exempt from gift law limits of \$470 per entity each year. She also alleges he has taken all-expense-paid trips that he failed to report. Both of those allegations, if proven true, would constitute gift law violations, punishable by fines of up to \$5,000 in each case.

Reichental said by email Tuesday that he has reported all his trips with the state, does not believe any were paid for by telecom firms or agencies that represent telecom firms and that the purpose of the trips “was almost exclusively as an educator.”

“All of the flights and hotels were paid for by other governments, public-sector entities, not-for-profits, and educational institutions,” he wrote.

Reichental stated he made an error reporting that a trip to a TM Forum smart cities conference in Yinchuan, China, in September 2016 was paid for by a 501(c)(3) nonprofit. He said he plans to correct it “and make other small corrections should they exist” immediately after he returns from vacation.

Councilman Tom DuBois, who is aware of Fleming's complaint, said he has asked the city attorney to look into the matter.

"Even if the trips were all on vacation, there's a question of, you're working for the city of Palo Alto, where's your focus? Are you focusing on your job?" DuBois said Tuesday. "It looks troubling, but I kind of want to get the full story. ... Jonathan's worked really hard for the city. I don't want to jump to conclusions."

Keene said the city hired Reichental away from the private sector in December 2011 — he was chief information officer for O'Reilly Media and director of innovation for PricewaterhouseCoopers before joining the city — specifically because Reichental would help Palo Alto become a smart city. Keene credits Reichental for upgrading the city's Wi-Fi network, moving data into the cloud, working toward universal fiber-based internet access, creating an open data portal and putting city employees through cybersecurity training.

Keene said Reichental has not played a role in approvals of cell antennas. He said those are land use and legal issues handled by other departments.

But Fleming argues in her complaint that even if Reichental played no direct role in Verizon's recent approvals, as chair of the city's Connected Cities working group, which oversees telecom projects in the city, he's directly involved in telecom-related matters, including those placed before the City Council for approval.

For example, Reichental on a Jan. 18, 2017 "Connected Cities" agenda is listed as "owner" of a number of items involving Verizon, including "90 site DAS project entering ARB review," which refers to Verizon's plan to install 90 cell towers in residential neighborhoods, including the 11 approved last year.

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# City's chief information officer under fire over trips

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**Jonathan Reichental, the city of Palo Alto's Chief Information Officer**

BY ALLISON LEVITSKY

Daily Post Staff Writer

Palo Alto's jet-setting chief information officer is being criticized for his frequent travel paid for by foreign governments and commercial interests, which a resident claims constitutes a conflict of interest.

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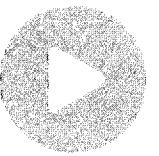
Jonathan Reichental took 28 of these trips — 25 of which were international — between 2013 and 2017, according to a 15-page complaint filed with the state Fair Political Practices Commission on Nov. 9.

Jeanne Fleming, a Palo Alto resident who unsuccessfully advocated against the 11 Verizon cell towers being installed in the city with the group United Neighbors, claims that Reichental's travel is funded by the telecommunications industry and is illegal under the state's gift tax law for government officials.

"Dr. Reichental has been using his senior position at City Hall to influence the city's dealings with the telecommunications industry," Fleming said. "This includes shaping the city's response to the applications telecom companies have made to install cell towers in Palo Alto's residential neighborhoods."

Fleming claims that in 2016, TMForum, a telecommunications industry trade association, paid for Reichental to travel to China and the French Riviera.

Reichental identified TMForum as a 501(c)(3) nonprofit on his financial disclosure forms, when the organization's most recent tax return indicated that it is a 501(c)(6), in violation of the \$470 gift limit.

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A 501(c)(6) organization — typically a business league, chamber of commerce or board of trade — is allowed to engage in lobbying related to its purpose. A 501(c)(3) organization is a charitable organization that is not permitted to operate for the benefit of private interests and is more restricted in its political and lobbying capabilities.

Fleming has also accused Reichental of failing to disclose some of his trips, which he denied.

Reichental told the Post via email that he is at a cyber-security event in Stockholm until tomorrow. He said the government of Finland is paying for his trip.

"I use a lot of my free time for teaching, learning and education," Reichental said. "The trips I took were generally in consultation with the FPPC advice phone line and met the reimbursement criteria of government, educational or non-for-profit."

### AT&T connection

TMForum is partially funded by AT&T, which is seeking to install equipment in Palo Alto, Fleming pointed out.

Reichental said he had never participated in or influenced any Verizon Wireless or any other wireless vendor relative to antennae and cell deployments at the city.

"Work on this is conducted by other departments without any involvement from me or the IT department," Reichental said. "I don't believe any of my trips were paid for by commercial interests in technology and communications."

Many of the trips deliberately overlapped with the city's 9/80 policy — in which city employees get every other Friday off — and the weekend to limit his time away from the office, Reichental said.

### Errors in disclosure form

Reichental said he had made errors on his annual financial disclosure report, called Form 700, in incorrectly categorizing the funders of his trips as 501(c)(3) nonprofits.

"When international not-for-profits were paying, the only

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relevant field available on the Form 700 was the 501(c)(3) box," Reichental said. "It is my practice to call the FPPC in advance of any proposed trips. I regret making errors on the forms and they will soon be corrected and in compliance."

City Manager Jim Keene was out sick yesterday and unavailable for comment over email or the phone, city spokeswoman Claudia Keith said.

Deputy City Manager Ed Shikada, who is set to take over for Keene as city manager upon Keene's Dec. 20 retirement, did not return a request for comment.

"The ability for Jonathan in his role as CIO (Chief Information Officer) to pursue these opportunities was something that he and Jim Keene talked about when he was hired," spokeswoman Keith told the Post in an email. "Ed has not been involved in the details on these travel items and did not feel appropriate to respond on his behalf."

Reichental, 48, was hired in December 2011. Before that, he spent a year as the chief information officer of O'Reilly Media and almost nine years at PricewaterhouseCoopers, most recently as director of IT innovations.

Reichental stated on his most recent financial disclosure form that in 2017, he had been paid between \$10,001 and \$100,000 to write for LinkedIn and had had a total of 25 days of travel in March 2017, September 2017 and October 2017 covered by the governments of Selangor, Malaysia and Eindhoven, the Netherlands; the Rio de Janeiro Chamber of Commerce and the Blockchain Association of Australia.

### Speaking fees

Reichental also earned \$11,500 as an adjunct professor for the University of San Francisco and Duke Corporate Education, \$2,000 from the Star Alliance for making a speech in Frankfurt, Germany in January 2017, \$5,000 from the government of Qatar for making a speech in March 2017 and \$2,000 from NZTech for making a speech in Auckland, New Zealand.

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## Tech chief says he's quitting amid ethics complaint

**Reichental**

### PALO ALTO

By Thy Vo

[tvo@bayareanewsgroup.com](mailto:tvo@bayareanewsgroup.com)

**PALO ALTO** » Palo Alto's top technology official, Jonathan Reichental, will leave the city for a job with Oracle next month amid a state ethics complaint alleging he took trips paid for by telecommunications industry groups with ties to companies that do business with the city.

As first reported by this news organization, the complaint, filed by Jeanne Fleming of the group United Neighbors, contends Reichental violated the state's annual gift limit by taking 114 days' worth of illegal trips — some of them international — over four years, paid for by groups such as TM Forum and Blockchain Association of Australia.

An official with the state ethics watchdog, the Fair Political Practices Commission, said the agency has not decided whether it will

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## Tech chief says he's quitting amid ethics complaint

**Reichental**

investigate the complaint.

In an email to this news organization, Reichental said his departure is not related to the allegations. He said he told City Manager James Keene this summer he would leave before the end of the year.

"I have enjoyed every moment of my time at the city of Palo Alto. It has been a remarkable privilege for me to serve this warm and engaged community," said Reichental, who became the city's chief technology and information officer in 2011.

Reichental said his new title at Oracle is global industry solutions leader for public sector.

City spokeswoman Claudia Keith and two city council members, Adrian Fine and Greg Tanaka, said Friday that city officials did not ask Reichental to resign.

"He got another very senior executive position at Oracle. He said about a year ago that he was thinking about the next chapter, and this opportunity was aligned with his interests," Keith said.

Reichental's last day will be in mid-December, Keith said.

Public officials are supposed to report their sources of income and gifts in an annual disclosure form required

unlawful actions, his resignation makes it clear he understands completely the seriousness of his misdeeds and realizes he has been caught," Fleming said in a statement Friday.

Reichental has said he reported all his trips and doesn't believe any of them were paid for by firms or groups that represent telecom firms, and that the trips were for purely educational purposes.

"All of the flights and hotels were paid for by other governments, public-sector entities, not-for-profits, and educational institutions," he wrote in an email.

Keene, who did not return a request for comment Friday afternoon, has also defended Reichental's travel by saying the trips were taken on his personal time and that he is not compensated for involvement in those events.

Reichental has acknowledged making "clerical" errors in reporting some trips and said he intends to amend his disclosure forms. He told the Palo Alto Weekly that he routinely calls the FPPC's advice phone line before accepting trips to "ensure they are compliant."

Reichental, a full-time city employee who oversees a department of more than 30 employees, joined the city in 2011 after working in the private sector. Keene credits Reichental for making Palo Alto a "smart city" by upgrading the city's wireless internet network, moving data to a cloud, creating an open data portal and training city employees on cybersecurity.

by the state known as Form 700.

Fleming's complaint alleges Reichental misreported the travel as paid for by nonprofit groups when they were actually financed by telecommunications industry trade groups. She also alleges Reichental has omitted other all-expense paid trips from his disclosure forms.

She says the trips are not only illegal — violating the \$470-per-source statewide annual gift limit — but also raise conflict-of-interest issues for an official with potential input into decisions regarding telecom projects.

Keene said Reichental has not been involved in approving cell antennas projects. But Fleming argues Reichental can still influence those decisions through his position as chairman of the city's Connected Cities working group, which oversees telecom projects.

“While no-harm-no-foul may be the spin Dr. Reichental has been peddling to the press regarding his

Keith, the city spokeswoman, said Palo Alto requires employees to get approval from their supervisor for work outside their role at the city.

Reichental is also an adjunct professor at the University of San Francisco, co-hosts a podcast, and performs public speaking engagements, according to his website.

Asked whether speaking engagements are considered an outside job that would require approval, Keith said the requirement applies mostly to “ongoing” work, such as a teaching position.

*Contact Thy Vo at 408200-1055.*

## Carnahan, David

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**From:** Tirumala Ranganath <ranguranganath@gmail.com>  
**Sent:** Monday, December 10, 2018 4:35 PM  
**To:** Council, City  
**Subject:** Special dispensations for President Hotel conversion

Dear Mayor Kniss and City Council members,

This is another potentially contentious city council meeting, where you are proposing to accept changes to city ordinances that favor conversion of President Hotel (currently providing high density housing for ~ 75 tenants) to a regular Hotel – with special dispensations, by making changes to city ordinances - such as allowing the conversion [ by planning to grant, grandfathered facilities exception] in the first place, secondly granting exceptions to providing open space by allowing the project to build a roof top “ garden ”, thirdly planning to give parking exemptions [ AJ capital even asking for more than \$13 million in parking in-lieu fees] and finally removing the cap on downtown non-residential development.

When one looks at the proposed changes, they are surprisingly generous – being given to make the whole project very lucrative to AJ Capital and their investors. As Mr. Dave Price of Daily Post pointed out this morning, AJ Capital might have made a big mistake not researching the feasibility of the project in the first place and paying a premium price of \$65 million for something that he thinks might have been worth around half that sum. Be that may, thanks to Mr. Jeff Levinsky, who first alerted the city to zoning code restrictions that prevent the hotel conversion, before the purchase of the property by AJ Capital – there was enough information for the city staff to seriously question and not make recommendations to the City Council to go ahead.

As the detailed analyses and commentary [an editorial] in two recent editions (Nov 30<sup>th</sup> and Dec 7<sup>th</sup>) of Palo Alto Weekly point out, there are many irregularities in this whole AJ Capital related goings on. The changing of the position by the city staff is one of the big ones. I wonder whose interests are being served by these staff recommendations? Might the prospects of increased tax revenues from another potentially expensive Hotel, be clouding their judgment? In addition the large number of private meetings between city staff and AJ Capital representatives [whose advisors include, senior ex-city staff}, just one cursory meeting with the public is very disturbing and highly irregular. I wonder if it might be in the interest of open government to have all city staff sign an agreement that they do not become lobbyists for a period of at least 5 years, once they leave office. I believe President Obama had something similar requirement from his staff (I believe the time period might have been shorter, I am not sure, exactly how short).

In terms of what the city staff and the majority in the Council are trying to do by speeding up important decisions in the waning days of the present council, this is again a huge area of concern to us the residents [we have been trying to hammer our points again and again with limited success it appears!]. It looks like Mr. Wolbach and Mr. Scharff want to get these changes done in a hurry, before they leave. The comments of Mr. Fine in the council meeting of the 3<sup>rd</sup> also appear to push this growth agenda with urgency that doesn't seem to be warranted – given that the changes sought by AJ Capital and being pushed by the pro-growth part of the city council, do not, I repeat, do not increase housing in the city, while simultaneously eliminating 75 moderate housing units from the city's existing stock, if the President Hotel conversion is allowed to go through. Threats of lawsuits, etc, by AJ Capital should not be allowed to dictate city priorities and decisions under the present circumstances.

In addition, the Dec 10<sup>th</sup> and 17<sup>th</sup> deadlines that AJ Capital is pushing with the threat of withdrawing from their agreement with some of the unfortunate tenants to provide material support by extending their stay to Amy of next year and also, helping them with subsidized rents (by buying their silence) – is a hard ball tactic that should not go unchallenged. When you estimate the amount of money (~ \$1 million atmost) that AJ Capital has to spend on this diversionary tactic, it is really peanuts, in the scheme of what's at stake!

Shouldn't the priorities be to help encourage housing projects, especially moderate, below market rate units? The price points for these moderate and BMR units should strive to make available housing options for people who really are desperate and to bring some balance. Having people commute over vast distances to serve our community is not particularly "green" and we should be helping to reverse this trend to the extent possible.

Rhetorically I would like to pose this question, "Having dropped the ball on due diligence in the first place and having paid a huge premium for the property, what other choices [besides threatening lawsuits] do they have ? ". The city council should not be intimidated and acquiesce to AJ Capital's demands and reward them and their investors. This sets a very bad precedent to what will surely follow in terms of development proposals and projects by various financial interests.

I believe all the council members are aware of the above arguments and points I have raised and I hope you don't buckle under and screw up this decision. The residents will clearly be watching what you do and then may have to decide on the course of action that may be available for redress.

Thanks for listening,

Ranganath,

(Resident, greater Ventura neighborhood)

## Carnahan, David

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**From:** Rebecca Sanders <rebsanders@gmail.com>  
**Sent:** Tuesday, December 11, 2018 11:53 AM  
**To:** Council, City; Lait, Jonathan; Keene, James  
**Cc:** Clerk, City; City Attorney  
**Subject:** Thank you for saving the "Resident" Hotel

Dear Mayor Kniss, Jonathan, Jim and Council Members:

Thank you very much for saving the President Hotel as a Resident Hotel. I experienced such a sense of relief and gratitude that we residents have influence at City Hall, that you are listening to us.

Last night, I heard your words, Mayor Kniss, Jim and others, of surprise and dismay as to community attitudes surrounding recent actions by staff and council. I apologize for the uncharitable tone that I have been exercising lately toward your efforts to lead our city. Please know that there is nothing personal in it. What you are witnessing is community frustration at the directions this town has been taking. And yes, that's a shot across the bow of city leadership. No doubt about it. But it didn't start with you all. It's a pattern, long in the making. Still, I know it's gotta hurt, when you feel you are doing your hardest to serve.

Liken us, if you would, to the hypothetical faithful wife whose hypothetical husband has cheated on her and even though he says it was over years ago and is bending over backwards to prove it, she's still looking for lipstick stains everywhere. City leadership hasn't always been straight with the residents, nor gone out of its way to secure our good faith. It's hard to repair that trust. It can be done, but it takes time.

I heard Adrian when he said that he wants those of us who spoke to preserve housing last night to come and support new housing proposals as they come forward. And I promise to do so as long as new projects are balanced with the interests and needs of the people that currently live here, and not unfairly shouldered by one community, namely Ventura. That seems fair. How we define fair, however, has different connotations, and therein lies the rub. However, I will be open. And I'll take what I learn back to my fellow Venturans. That I promise.

Also I'll take Jim up on his offer for staff to meet with residents and educate us to foster more openness. In the new year, we residents can confab with Ed and Jonathan, if they are receptive, to work up some kind of "rap" sessions where a group of us come in and see how you guys think and how you work - and you can understand what "makes us tick." That would be a great way to build a bridge between residents and staff. And how about reinvigorating town hall meetings? That will add more work to staff's already full plates. However, If we make more of an effort to empathize and understand, then I think all sides will be more open to compromise. We will all save time in the long run and finally put paid to these marathon council meetings that last until all hours.

I love living in Ventura which is why I can't help but come downtown and give you all the business when I get the impression that you are not listening to us. Please take this as a compliment — that I care so much about everything you do.

Again, my apologies for being a party to causing undue stress on the dais and giving you grief. I'm looking forward to 2019. Thank you all for your service to this city, and best wishes to those of you who are stepping down at the end of the year.

Kind regards,

Becky Sanders

**Carnahan, David**

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**From:** Ann Protter <ann.protter@gmail.com>  
**Sent:** Monday, December 10, 2018 5:58 PM  
**To:** Council, City; O'Kane, Kristen  
**Cc:** Carol Macpherson  
**Subject:** Thank you! -- re Rinconada Masters

Dear City Council and Ms. O'Kane,

I'd like to express my appreciation for the contract Tim Sheeper signed with Carol McPherson today to extend the Rinconada Master Swim club 6 more months. I appreciate all that you did to make this happen, especially the extra effort to retain the Swim4Fitness program.

Many Thanks and Happy Holidays!

Ann Protter

## **Brettle, Jessica**

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**From:** Leo Povolotsky <leopovolhoa@gmail.com>  
**Sent:** Wednesday, December 12, 2018 3:51 AM  
**To:** Council, City  
**Cc:** Planning Commission; Lait, Jonathan; Clerk, City; Jeanne Fleming  
**Subject:** Update: Cell Towers in Residential Neighborhoods TIME SENSITIVE

Dear City Council,

We are concerned about the situation with installation of the new cell towers in our neighborhood and are asking you please:

1. To reverse your May 21<sup>st</sup> decision allowing Verizon to install its cheap, ugly and potentially hazardous equipment aboveground next to people's homes;
2. To direct City Staff to vigorously enforce Palo Alto's aesthetics, noise and other ordinances with respect to the siting and installation of cell towers near residences; and, more specifically,
3. To direct City Staff to stop advising the Planning and Transportation Commission to incorporate the FCC's aggressively pro-telecommunications-industry October order into our municipal ordinances.

Sincerely,

Leo Povolotsky,  
Palo Alto resident of 27 years,  
HOA Board Member

## **Carnahan, David**

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**From:** Robert Neff <robert@neffs.net>  
**Sent:** Monday, December 10, 2018 4:30 PM  
**To:** Council, City  
**Subject:** Work to retain housing this evening

December 10, 2018

Dear City Council,

I understand that measures to help enable the conversion of the President Hotel from housing to a hotel is on the agenda this evening.

I am disappointed to see staff leaving out the main reason for their urgency.

It is in the city's comprehensive plan that we need to add housing, and the target is much higher than we have achieved in the past few years.

Losing the residences at the President Hotel would be a big step backwards.

First, I urge you to stand up for Palo Alto's interests. Do not pass ordinances to change development rules, and enable this conversion.

Work to keep this building residential. At least leave this for the next council to decide.

Second, how is it that this purchase and conversion was such an attractive deal? If we want housing, instead of hotels being developed around downtown, we do have to change the rules, so that a housing development can be the most attractive investment. I think you have worked on this in the past month, and I hope you will keep working to improve the financial incentives for more and denser housing. In the best case, the developers would go back to the drawing board and figure out how to operate the President Hotel as residences.

Thank you for your service to Palo Alto,

Robert Neff  
Emerson Street / Loma Verde

Ruhika, Maya, Karan, and Aiden  
Room D4  
Eleanor Murray Fallon Middle School  
3601 Kohnen Way  
Dublin, CA 94568

CITY OF PALO ALTO, CA  
CITY CLERK'S OFFICE

18 DEC 12 AM 10:40

December 6th, 2018

Palo Alto City Council  
250 Hamilton Ave.  
Palo Alto, CA 94301

To Whom It May Concern,

Greetings, we are seventh graders from Eleanor Murray Fallon Middle School in Dublin, California, and we are here to tell you about a cause that is occurring in the ocean. We have seen your amazing city in our own eyes. We think it is absolutely gorgeous. We love your city and how they work. We have seen your city and we would love to have you help us out. In the Bay Area, there is plastic that is going into our oceans. Sea creatures sometimes are being massacred from the deadly plastic.

The design that cities are using don't filter out the micro-sized plastic bits, and that is one of the main things that sea creatures are consuming. To start off with, animals think that plastic is their everyday food.<sup>1</sup> Also, sea creatures are having a hard time eating plastic and they are slowly suffering. The estimated amount of animals that are dying are 100,000.<sup>2</sup> To add on, the chemicals in the plastic are very harmful to the sea creature, and the smaller the pieces are, the more dangerous the plastic is for their body.<sup>3</sup> Finally, sea creature populations are being decimated by the unending stream of plastic microfibers, caused by us humans.<sup>4</sup> All in all, sea creatures are dying every single day from plastic in our ocean which could ultimately cause them to become extinct.

We decided to create a draining system in the pipes to the ocean. Our design is cheap, small, and it uses a micro-grid filter to filter out microplastics which travels through the pipes. We would like for you guys to look at our design idea that is clipped to this letter so that you get a better idea of our plan. We hope you will concern with our suggestion and take action soon.

The work that you guys have done to your city helps make it what it is today, we are thankful for that. Our ocean is now drowning in plastic and is taking a closer look to what is occurring daily to natures marine wildlife. We would like for you guys to contact us via mail about what you think about our plan. Thank you for taking the time to read this letter.

Sincerely,

  
Aiden, Ruhika, Karan, and Maya

## Citations

21. Rochman et al. , Chelsea. "Effects of Micro-Plastics on Fish and and Invertebrates ." Sixth International Marine Debris Conference, [internationalmarinedebrisconference.org/index.php/effects-of-microplastics-on-fish-and-invertebrates/](http://internationalmarinedebrisconference.org/index.php/effects-of-microplastics-on-fish-and-invertebrates/).
22. Querm, Claire Le. "When The Mermaids Cry: The Great Plastic Tide." Plastic Pollution, Mar. 2018, [plastic-pollution.org/](http://plastic-pollution.org/).
23. University of Science and Technology, Hong Kong. "How Microplastics Are Affecting Marine Organisms." ScienceDaily, ScienceDaily, 5 Mar. 2018, [www.sciencedaily.com/releases/2018/03/180305101644.htm](http://www.sciencedaily.com/releases/2018/03/180305101644.htm).
24. "Deep-Sea Creatures 'Feeding on Plastic for Decades'." BBC News, BBC, 23 Oct. 2018, [www.bbc.com/news/uk-scotland-highlands-islands-45952205?intlink\\_from\\_url=https%3A%2F%2Fwww.bbc.com%2Fnews%2Ftopics%2Fcneqp3ivj32t%2Focean-pollution&link\\_location=live-reporting-story](http://www.bbc.com/news/uk-scotland-highlands-islands-45952205?intlink_from_url=https%3A%2F%2Fwww.bbc.com%2Fnews%2Ftopics%2Fcneqp3ivj32t%2Focean-pollution&link_location=live-reporting-story).



December 2, 2018

CITY OF PALO ALTO, CA  
CITY CLERK'S OFFICE

Todd Seeley  
Manager of Maintenance Operations  
Public Works Service Division  
3201 East Bayshore Rd.  
Palo Alto, CA 94303

18 DEC -7 AM 10: 15

Re: Street Sweeping

Dear Mr. Seeley:

WE have now arrived in the rainy season and parts of Palo Alto Avenue between Seneca and Hale still have not been swept. The parts that are ,are poorly swept at least on my area of the street. There are no posted signs to say no parking because of sweeping on a certain day. How easy it would be. The problem is not just due to vegetation but in large part to parked cars which do not belong to the residents.

The vegetation that you seem to think is the problem, is still there since your letter of October 10.

Your plans not to post NO PARKING signs is absolutely ridiculous. Here we are as taxpayers, on the creek which overflows here and needs cleared streets and you have some arbitrary "plan" not to put up signs.

It is bad enough that we have the commuter parking that we do.

Yours truly,

Caroline Knopf  
960 Palo Alto Ave.  
Palo Alto

cc: Palo Alto City Manager  
Palo Alto City Council

Herb Borock  
P. O. Box 632  
Palo Alto, CA 94302

December 10, 2018

**COUNCIL MEETING**

- 12/10/18*  
 Placed Before Meeting  
 Received at Meeting

Palo Alto City Council  
250 Hamilton Avenue  
Palo Alto, CA 94301

**By Electronic Mail and Hand Delivery**

**DECEMBER 10, 2018, CITY COUNCIL MEETING, AGENDA ITEM #16  
PROPOSED ORDINANCE AMENDING MUNICIPAL CODE SECTION 18.18.120**

**CROSS REFERENCE: 488 UNIVERSITY AVENUE (PRESIDENT HOTEL)**

Dear City Council:

I urge you to remove this item from your agenda, because the proposed ordinance violates the Ralph M. Brown Act and the California Environmental Quality Act (CEQA).

In addition, the proposed ordinance is an ordinance that increases property owners development rights, requires two readings, and is subject to referendum, while the findings and declarations in the proposed ordinance includes language that is copied from California Government Code Section 65858 that exists to authorize interim ordinances to prohibit a property owner from using his or her property to protect the planning process so that the property owner could not introduce potentially nonconforming land uses that could defeat a later adopted Comprehensive Plan or Zoning Ordinance.

Further, the staff report for this agenda item (ID # 9910) at Page 3 says, "The proposed ordinance seeks to revert the Downtown non-complying facilities regulations back to the pre-2016 standard", and at Page 2 says, "The change may have been unintentional and occurred in January 2016", but documents available in the City Clerk's office and online demonstrate that the language has existed in the Palo Alto Municipal Code since at least 2006, and I believe records available elsewhere will show that the language has been in the Zoning Ordinance even earlier than that.



### Brown Act Violation

The primary purpose of this proposed ordinance is to enable the conversion of the property at 488 University Avenue from rental apartments to a hotel.

The failure to include that fact in the agenda description is a violation of the Brown Act.

### CEQA Violation

CEQA Regulation 15378(a) defines "project" as the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment", including "(1) An activity undertaken by any public agency."

CEQA Regulation 15378(d) says, "Where the Lead Agency could describe the project as either the adoption of a particular regulation under subdivision (a)(1) or as a development proposal which will be subject to several governmental approvals .. the Lead Agency shall describe the project as the development proposal for the purpose of environmental analysis."

Therefore, the CEQA project is the proposed conversion of 488 University Avenue from apartments to a hotel, and the regulation in the subject agenda item is part of that CEQA project.

Segmenting this agenda item from the CEQA analysis of the development project is a violation of CEQA and a prejudicial abuse of discretion.

The project is not exempt from CEQA under either of <sup>the</sup> reasons given in the agenda description and staff report.

The reasons why the project is not exempt are included in the arguments in July 27, 2018, letter from Heather Minner of Shute, Mihaly & Weinberger LLP that appears in the Public Letters to Council in the August 13, 2018, City Council Agenda Packet on pages 90-96 at:

<https://www.cityofpaloalto.org/civicax/filebank/blobdload.aspx?t=45470.91&BlobID=66185>



Palo Alto Municipal Code Section 18.18.120(b)(2).

The proposed ordinance seeks to delete language in PAMC Section 18.18.120 that the Planning Director claims was added to the Municipal Code inadvertently in error by means of cutting and pasting the language from someplace else, although he is careful in not citing the source of the "cut-and-paste" language because there is none.

The language in question has been part of the Municipal Code continuously since at least 2006 when the Council adopted Ordinance No. 4923, and I believe that the same language has been in the Municipal Code continuously longer than that, but due to a gap in the City Clerk's records I was unable to verify that fact today, but I believe there are other records that confirm my belief and I will let you know that as soon as I am able to access those records.

The language that staff proposes to delete is at Page 64 of Ordinance No. 4923 introduced October 16, 2006, adopted November 6, 2006, and effective December 7, 2006, or twelve years ago, and is available online at:

<https://www.cityofpaloalto.org/civicax/filebank/documents/19591>.

I realize that there may be further actions on the subject of this agenda item in other forums.

Therefore, I will be ~~providing~~ providing a copy of this letter to the City Clerk with a certified copy attached of Ordinance No. 4923 for inclusion in the Public Letters to Council in the next City Council Agenda Packet, and for the Administrative Record of these proceedings and other proceedings regarding 488 University Avenue.

Sincerely,



Herb Borock

Attachment: (Hand Delivered Copy Only)

Certified Copy of Ordinance No. 4923

ORDINANCE NO. 4923

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO  
DELETING CHAPTERS 18.41 (NEIGHBORHOOD COMMERCIAL),  
18.44 (COMMUNITY COMMERCIAL COMBINING DISTRICT  
(CC(2)), 18.45 (SERVICE COMMERCIAL, AND 18.49  
(COMMERCIAL DOWNTOWN), ADDING PORTIONS OF A NEW  
CHAPTER 18.16 (NEIGHBORHOOD, COMMUNITY, AND  
SERVICE COMMERCIAL DISTRICTS), ADDING A NEW  
CHAPTER 18.18 (DOWNTOWN COMMERCIAL DISTRICT), AND  
AMENDING SECTION 18.94.970 (NONCONFORMING USES AND  
NONCOMPLYING FACILITIES) OF THE PALO ALTO MUNICIPAL  
CODE (ZONING ORDINANCE), AND AMENDING SECTION  
16.20.120(a) (FREESTANDING SIGNS) OF TITLE 16 (BUILDING  
REGULATIONS) OF THE PALO ALTO MUNICIPAL CODE

The Council of the City of Palo Alto does ORDAIN as follows:

**SECTION 1.** Findings and Declarations. The City Council finds and declares as follows:

- (a) That in December 2000, the City Council approved a work plan for the Zoning Ordinance Update involving the preparation of a new Title 18 (Zoning Code) of the Palo Alto Municipal Code (PAMC), including the update of existing land use chapters and processes as well as the preparation of chapters for new and revised land uses;
- (b) The 1998-2010 Palo Alto Comprehensive Plan includes several programs and policies related to commercial and mixed use development. The Zoning Ordinance Update was initiated in part to accomplish these programs and policies.
- (c) The last comprehensive update of the Palo Alto Zoning Code took place in 1978. Provisions for commercial and mixed use development in that update do not respond to current Comprehensive Plan goals and highly constrain and create a cumbersome review process for mixed use development.

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SECTION 2. Chapters 18.41 (Neighborhood Commercial), 18.44 (Community Commercial Combining District), 18.45 (Service Commercial), and 18.49 (Commercial Downtown) of Title 18 [Zoning] of the Palo Alto Municipal Code are hereby repealed in their entirety:

**SECTION 3.** Portions of Chapter 18.16 of Title 18 [Zoning] of the Palo Alto Municipal Code are hereby added to read as follows (shaded areas are not included in this ordinance):

## **Chapter 18.16**

### **Sections:**

- 18.16.010 Purposes
  - 18.16.020 Applicable Regulations
  - 18.16.030 Definitions
  - 18.16.040 Land Uses
  - 18.16.050 Office Use Restrictions
  - 18.16.060 Development Standards
  - 18.16.070 Parking and Loading
  - 18.16.080 Performance Standards
  - 18.16.090 Context-Based Design Criteria
  - 18.16.100 Grandfathered Uses

## **18.16.010 Purposes**

The commercial zoning districts are intended to create and maintain sites for retail, personal services, eating and drinking establishments, hotels and other business uses in a manner that balances the needs of those uses with the need to minimize impacts to surrounding neighborhoods.

**(a) Neighborhood Commercial [CN]**

The CN neighborhood commercial district is intended to create and maintain neighborhood shopping areas primarily accommodating retail sales, personal service, eating and drinking, and office uses of moderate size serving the immediate neighborhood, under regulations that will assure maximum compatibility with surrounding residential areas.

(c) **Community Commercial (2) Subdistrict [CC(2)]**

The community commercial (2) (CC(2)) subdistrict is intended to modify the site development regulations of the CC community commercial district, where applied in combination with such district, to allow site specific variations to the community commercial uses and development requirements in the CC district.

(d) **Service Commercial [CS]**

The CS service commercial district is intended to create and maintain areas accommodating citywide and regional services that may be inappropriate in neighborhood or pedestrian-oriented shopping areas, and which generally require automotive access for customer convenience, servicing of vehicles or equipment, loading or unloading, or parking of commercial service vehicles.

## **18.16.020                  Applicable Regulations**

**(a)      Applicable Chapters**

The specific regulations of this chapter and the additional regulations and procedures established by other relevant Chapters of the Zoning Code shall apply to the CN, CS, and CC districts, and the subdistrict designated as CC(2), as shown on the City's Zoning Map. The term "abutting residential zones," where used in this Chapter, includes the R1, R2, RMD, RM-15, RM-30, RM-40, or residential Planned Community (PC) districts, unless otherwise specifically noted.

**(b)      Applicable Combining Districts**

The combining districts applicable to the CN, CS, [REDACTED] and CC(2) districts shall include, but shall not be limited to, the following districts:

- (1) The retail shopping (R) combining district regulations, as specified in Chapter 18.46, shall apply to the area of the CN, CS [REDACTED] districts designated as "R" combining district as shown on the City's Zoning Map.
- (2) The pedestrian shopping (P) combining district regulations, as specified in Chapter 18.47, shall apply to the area of the CN, CS, [REDACTED] and CC(2) districts designated "P" combining district as shown on the City's Zoning Map.

## **18.16.030                  Definitions**

For the purposes of this section, the following terms are defined:

- (a) "Charleston Shopping Center" is defined as all properties zoned CN and bounded by East Charleston Road, Middlefield Road, and Cubberley Community Center.
- (b) "Midtown Shopping District" is defined as all properties zoned CN in the vicinity of the intersection of Colorado Avenue and Middlefield Road which border Moreno Avenue, Bryson Avenue, Colorado Avenue, and San Carlos Court, or which border Middlefield Road in the area extending from Moreno Avenue to San Carlos Court.

- (e) "Neighborhood-serving offices" are medical offices, professional offices, travel agencies, and insurance agencies that fit the definition of a neighborhood-serving use.
- (f) A "Neighborhood Serving Use" is a use that primarily serves individual consumers and households, not businesses, is generally pedestrian oriented in design, and does not generate noise, fumes or truck traffic greater than that typically expected for uses with a local customer base. A neighborhood-serving use is also one to which a significant number of customers and clients travel, rather than the provider of the goods or services traveling off-site.
- (g) "Ground Floor" shall mean the first floor that is above grade.
- (h) "Mixed Use Development" shall mean a combination of nonresidential and residential uses arranged on a site. The uses may be combined in a vertical configuration (within a building) or in a horizontal configuration (separate buildings).

## **18.16.040 Land Uses**

The uses of land allowed by this chapter in each commercial zoning district are identified in the following tables. Land uses that are not listed on the tables are not allowed, except where otherwise noted. Where the last column on the following tables ("Subject to Regulations in") includes a section number, specific regulations in the referenced section also apply to the use; however, provisions in other sections may apply as well.

### **(a) Commercial Zones and Land Uses**

Permitted and conditionally permitted land uses for each commercial zone are shown in Table 1:

**Table 1: CN, [REDACTED] CC(2) and CS Permitted and Conditional Uses**

LAND USE	CN <sup>(4)</sup>	[REDACTED] CC(2)	CS <sup>(4)</sup>	Subject to Regulations in:
<b>ACCESSORY AND SUPPORT USES</b>				
Accessory facilities and activities customarily associated with or essential to permitted uses, and operated incidental to the principal use.	P	P	P	18.88
Drive-in services or take-out services associated with permitted uses <sup>(3)</sup>	CUP	CUP	CUP	18.88
Tire, battery, and automotive service facilities, when operated incidental to a permitted retail service or shopping center having a gross floor area of more than 30,000 square feet.		CUP		18.88

LAND USE	CN <sup>(4)</sup>	CC(2)	CS <sup>(4)</sup>	Subject to Regulations in:
<b>EDUCATIONAL, RELIGIOUS, AND ASSEMBLY USES</b>				
Business and Trade Schools		P	P	
Churches and Religious Institutions	P	P	P	
Private Educational Facilities	CUP	P	P	
Private Clubs, Lodges, or Fraternal Organizations	CUP	P	P	
<b>MANUFACTURING AND PROCESSING USES</b>				
Recycling Centers	CUP	CUP	CUP	
Warehousing and Distribution			CUP	
<b>OFFICE USES</b>				
Administrative Office Services			P	18.16.050
Medical Offices	CUP	CUP	CUP	18.16.050
Professional and General Business Offices	P	P	P	18.16.050
<b>PUBLIC/QUASI-PUBLIC USES</b>				
Utility Facilities essential to provision of utility services but excluding construction or storage yards, maintenance facilities, or corporation yards.	CUP	CUP	CUP	
<b>RECREATION USES</b>				
Commercial Recreation	CUP	CUP	CUP	
Outdoor Recreation Services	CUP	CUP	CUP	
<b>RESIDENTIAL USES</b>				
Multiple-Family	P <sup>(1)</sup>	P <sup>(1)</sup>	P <sup>(1)</sup>	18.16.060(b)
Home Occupations	P	P	P	18.88
Residential Care Homes	P	P	P	
<b>RETAIL USES</b>				
Eating and Drinking Services, excluding drive-in and take-out services	P	P	P	
Retail Services, excluding liquor stores	P	P	P	
Liquor stores	CUP	P	P	
Shopping Centers		P		18.16.060(e)
<b>SERVICE USES</b>				
Ambulance Services	CUP	CUP	CUP	

LAND USE	CN <sup>(4)</sup>	CC(2)	CS <sup>(4)</sup>	Subject to Regulations in:
Animal Care, excluding boarding and kennels	P	P	P	
Boarding and Kennels			CUP	
Automobile Service Stations	CUP	CUP	CUP	18.82
Automotive Services			CUP	
Convalescent Facilities	CUP	P	P	
Day Care Centers	P	P	P	
Small Family Day Care Homes	P	P	P	
Large Family Day Care Homes	P	P	P	
Small Adult Day Care Homes	P	P	P	
Large Adult Day Care Homes	CUP	P	P	
Banks and Financial Services	CUP	P <sup>(2)</sup>	P <sup>(2)</sup>	
General Business Services		CUP	P	
Hotels		P	P	18.16.060(d)
Mortuaries	CUP	P	P	
Neighborhood Business Services	P			18.16.060(f)
Personal Services	P	P	P	18.16.060(f)
Reverse Vending Machines	P	P	P	18.88
<b>TEMPORARY USES</b>				
Farmer's Markets	CUP	CUP	CUP	
Temporary Parking Facilities, provided that such facilities shall remain no more than five years.	CUP	CUP	CUP	
<b>TRANSPORTATION USES</b>				
Parking as a principal use		CUP	CUP	
Transportation Terminals		CUP	CUP	
P = Permitted Use CUP = Conditional Use Permit Required				
(1) Residential is only permitted as part of a mixed use development, pursuant to the provisions of Section 18.16.060(b), or on sites designated as Housing Opportunity Sites in the Housing Element of the Comprehensive Plan, pursuant to the provisions of Section 18.16.060(c).				
(2) Except drive-in services.				
(3) So long as drive up facilities, excluding car washes, provide full access to pedestrians and bicyclists. A maximum of two such services shall be permitted within 1,000 feet, and each use shall not be less than 150 feet from one another.				
(4) For properties in the CN and CS zone districts, businesses that operate or have associated activities at any time between the hours of 10:00 p.m. and 6:00 a.m. require a conditional use permit.				

**(b) Late Night Use and Activities**

The following regulations restrict businesses that operate or have associated activities at any time between the hours of 10:00 p.m. and 6:00 a.m., where such site abuts or is located within 50 feet of residentially zoned properties.

- (1) Such businesses shall be operated in a manner to protect residential properties from excessive noise, odors, lighting or other nuisances from any sources during those hours.
- (2) For properties located in the CN or CS zone districts, businesses that operate or have associated activities at any time between the hours of 10:00 p.m. and 6:00 a.m. shall be required to obtain a conditional use permit. The director may apply conditions of approval as are deemed necessary to assure that the operations or activities are compatible with the nearby residentially zoned property.

**(c) CN District: Special Use Requirements in the Charleston and Midtown Shopping Centers**

The following regulations shall apply to areas of Charleston Center and the Midtown Shopping Center as defined in Section 18.16.030.

Table 2 shows the uses permitted and conditionally permitted on the ground floor of the applicable areas of the Charleston Center and Midtown Shopping Centers. Permitted and conditional uses specified in subsection (a) of this section shall only apply to the ground floor of the areas of the Charleston and Midtown Shopping Centers as listed in Table 2. Uses lawfully existing on January 16, 2001 may be continued as non-conforming uses but may only be replaced with uses permitted or conditionally permitted under this subsection.

**Table 2: Charleston and Midtown Shopping Centers Ground Floor Uses**

LAND USES	Charleston Shopping Center	Midtown Shopping Center	Subject to Regulations in:
<b>ACCESSORY AND SUPPORT USES</b>			
Accessory facilities and uses customarily incidental to permitted uses.	P	P	18.88
<b>EDUCATIONAL, RELIGIOUS, AND ASSEMBLY USES</b>			
Churches and Religious Institutions	CUP	CUP	
Private Educational Facilities	CUP	CUP	
<b>MANUFACTURING AND PROCESSING USES</b>			
Recycling Centers	CUP	CUP	
<b>OFFICE USES</b>			
Neighborhood-serving offices that do not exceed 2,500 square feet in floor area.	P		18.16.050

LAND USES	Charleston Shopping Center	Midtown Shopping Center	Subject to Regulations in:
Neighborhood-serving offices exceeding 2,500 square feet in floor area.	CUP		18.16.050
Administrative office uses and general business office uses (other than neighborhood-serving travel agencies and insurance agencies) other than those legally in existence on January 16, 2001	X	X	18.16.050
Medical offices not exceeding 2,500 square feet in area, professional offices, travel agencies, and insurance agencies		CUP	18.16.050
<b>PUBLIC/QUASI-PUBLIC USES</b>			
Utility Facilities essential to provision of utility services but excluding construction or storage yards, maintenance facilities, or corporation yards.	CUP	CUP	
<b>RECREATION USES</b>			
Commercial Recreation	CUP	CUP	
Outdoor Recreation Services	CUP	CUP	
Private Clubs, Lodges, or Fraternal Organizations	CUP	CUP	
<b>RESIDENTIAL USES</b>			
Residential uses of any nature	X	X	
<b>RETAIL USES</b>			
Eating and Drinking Services, excluding drive-in and take-out services	P	P	
Retail Services, excluding liquor stores	P	P	
Liquor stores	CUP	CUP	
<b>SERVICE USES</b>			
Ambulance Services	CUP	CUP	
Animal Care, excluding boarding and kennels	P	P	
Automobile Service Stations	CUP	CUP	18.82
Convalescent Facilities	CUP	CUP	
Day Care Centers	P	P	
Financial Services	CUP	CUP	
Mortuaries	CUP	CUP	
Neighborhood Business Services	P	P	

LAND USES	Charleston Shopping Center	Midtown Shopping Center	Subject to Regulations in:
Personal Services	P	P	
Reverse Vending Machines	P	P	18.88
<b>TEMPORARY USES</b>			
Farmers' Markets	CUP	CUP	
Temporary Parking Facilities, provided that such facilities shall remain no more than five years.	CUP	CUP	
P = Permitted Use CUP = Conditional Use Permit Required X = Prohibited Use			

**(d) Charleston Shopping Center: Additional Use Restrictions**

- (1) Any office use first occupying space at the Center on or after January 16, 2001, shall obtain a written determination from the director of planning and community environment that it qualifies as a neighborhood serving use, as defined in this chapter, before occupying its premises. The applicant shall submit such information as the director shall reasonably require in order to make the determination, and the director shall issue the determination within 30 days of receiving a complete application. Failure to submit the required information shall be grounds for determining that a business is not neighborhood-serving.
- (2) No more than 7,850 square feet of total floor area at the Center shall be occupied by office uses at any time.
- (3) Prior to approving a conditional use permit for neighborhood-serving offices larger than 2,500 square feet in total floor area, the city shall find that the proposed use will be neighborhood-serving, that it will be conducted in a manner that will enhance and strengthen the Center as a neighborhood resource, and that it will not diminish the retail strength of the center.

**(e) Midtown Shopping Center: Additional Use Restrictions**

- (1) An existing ground floor office may be replaced with another office if
  - (a) the new tenant or owner will continue the existing business or practice; or
  - (b) a conditional use permit is issued for the new office use.
- (2) No conditional use permit shall be issued for any new office use on the ground floor unless, in addition to the findings required for a conditional use permit as specified in Chapter 18.76.010, the City finds that the proposed use will be neighborhood serving, that it will be conducted in a manner that will enhance and strengthen the Midtown Shopping District as a neighborhood resource, and that it will not diminish the retail strength of the District.
- (3) For properties at 711, 719, and 721 Colorado Avenue, and 689 Bryson Avenue, buildings not fronting on Middlefield Avenue, designed and used for office purposes,

and not well suited to other uses are exempt from the provisions of this subsection (b).

## **18.16.050                  Office Use Restrictions**

The following restrictions shall apply to office uses:

### **(a) Conversion of Ground Floor Housing and Non-Office Commercial to Office**

Medical, Professional, and Business offices shall not be located on the ground floor, unless such offices either:

- (1) Have been continuously in existence in that space since March 19, 2001, and as of such date, were neither non-conforming nor in the process of being amortized pursuant to Chapter 18.95;
- (2) Occupy a space that was not occupied by housing, retail services, personal services, eating and drinking services, or automotive service on March 19, 2001 or thereafter;
- (3) In the case of CS zoned properties with site frontage on El Camino Real, were not occupied by housing on March 19, 2001;
- (4) Occupy a space that was vacant on March 19, 2001;
- (5) Are located in new or remodeled ground floor area built on or after March 19, 2001 if the ground floor area devoted to housing, retail services, eating and drinking services, personal services, and automobile services does not decrease;
- (6) Are on a site located in an area subject to a specific plan or coordinated area plan, which specifically allows for such ground floor medical, professional, and general business offices; or
- (7) Are located anywhere in Building E or in the rear 50% of Building C or D of the property at the southeast corner of the intersection of Park Boulevard and California Avenue, as shown on sheet A2 of the plans titled "101 California Avenue Townhouse/Commercial/Office, Palo Alto, CA" by Crosby, Thornton, Marshall Associates, Architects, dated June 14, 1982, revised November 23, 1982, and on file with the Department of Planning and Community Environment.

### **(b) Size Restrictions on Office Uses in the CN and CS Districts**

- (1) In the CN district, office uses shall be governed by the following regulations:
  - (A) Total floor area of permitted office uses on a lot shall not exceed 25% of the lot area, provided:
    - (i) A lot shall be permitted to have at least a total floor area of 2,500 square feet of office uses, provided the uses meet all other zoning regulations.
    - (ii) No lot shall be permitted to have more than a total floor area of 5,000 square feet of office uses.
  - (B) Such uses may be allowed to exceed the maximum size, subject to issuance of a conditional use permit in accord with the provisions of Chapter 18.76. The

maximum size for any conditional use shall be established by the zoning administrator and specified in the conditional use permit for such use.

- (2) In the CS district, office uses shall be governed by the following regulations:
- (A) No lot shall be permitted to have more than a total floor area of 5,000 square feet of office uses.
- (B) Such uses may be allowed to exceed the maximum size, subject to issuance of a conditional use permit in accord with the provisions of Chapter 18.76. The maximum size for any conditional use shall be established by the zoning administrator and specified in the conditional use permit for such use.

## 18.16.060 Development Standards

### (a) Exclusively Non-Residential Uses

Table 3 specifies the development standards for exclusively non-residential uses and alterations to non-residential uses or structures in the CN, [REDACTED] CC(2) and CS districts. These developments shall be designed and constructed in compliance with the following requirements and the context-based design criteria outlined in 18.16.090, provided that more restrictive regulations may be recommended by the architectural review board and approved by the director of planning and community environment, pursuant to Section 18.76.020:

**Table 3: Exclusively Non-Residential Development Standards**

	CN	[REDACTED]	CC(2)	CS	Subject to regulations in Section:
<b>Minimum Site Specifications</b>					
Site Area (ft <sup>2</sup> )					
Site Width (ft)			None Required		
Site Depth (ft)					
<b>Minimum Setbacks</b>					
Front Yard (ft)					<i>Setback lines imposed by a special setback map pursuant to Chapter 20.08 of this code may apply</i>
	0-10' to create an 8'-12' effective sidewalk width (1),(2),(8)	[REDACTED] (8)	0-10' to create an 8'-12' effective sidewalk width (1),(2),(8)	0-10' to create an 8'-12' effective sidewalk width (1),(2),(8)	
Rear Yard (ft)					
Interior Side Yard (ft)					
Street Side Yard (ft)	20 <sup>(2)</sup>		None required		

	CN		CC(2)	CS	Subject to regulations in Section:
Minimum Yard (ft) for lot lines abutting or opposite residential districts or residential PC districts	10 <sup>(2)</sup>		10 <sup>(2)</sup>	10 <sup>(2)</sup>	
Build-To-Lines		50% of frontage built to setback <sup>(7)</sup> 33% of side street built to setback <sup>(7)</sup>			
Minimum setbacks from alleys for structures other than public parking garages (ft) <sup>(3)</sup>					
Corner lots, from rear lot line on the alley	Not applicable		8'	Not applicable	
Corner lots, from side lot line on the alley			None		
All lots other than corner lots			20'		
Maximum Site Coverage	50%		None Required		
Maximum Height (ft)					
Standard	25' and 2 stories		37 <sup>(4)</sup>	50'	
Within 150 ft. of a residential zone district (other than an RM-40 or PC zone) abutting or located within 50 feet of the site			35'	35'	
Maximum Floor Area Ratio (FAR)	0.4:1		2.0:1	0.4:1	18.18.060(e)
Maximum Floor Area Ratio (FAR) for Hotels	N/A		2.0:1	2.0:1	18.18.060(d)
Daylight Plane for lot lines abutting one or more residential zone districts other than an RM-40 or PC zone.					
Initial Height at side or rear lot line (ft)	<sup>(6)</sup>		<sup>(6)</sup>	<sup>(6)</sup>	
Slope	<sup>(6)</sup>		<sup>(6)</sup>	<sup>(6)</sup>	

	CN		CC(2)	CS	Subject to regulations in Section:
<sup>(1)</sup> No parking or loading space, whether required or optional, shall be located in the first 10 feet adjoining the street property line of any required yard.					
<sup>(2)</sup> Any minimum front, street side, or interior yard shall be planted and maintained as a landscaped screen excluding areas required for access to the site. A solid wall or fence between 5 and 8 feet in height shall be constructed along any common interior lot line.					
<sup>(3)</sup> No setback from an alley is required for a public parking garage.					
<sup>(4)</sup> As measured to the peak of the roof or the top of a parapet; penthouses and equipment enclosures may exceed this height limit by a maximum of five feet, but shall be limited to an area equal to no more than ten percent of the site area and shall not intrude into the daylight plane.					
<sup>(5)</sup> See additional regulations in subsection (e) of this Section 18.16.050.					
<sup>(6)</sup> The initial height and slope shall be identical to those of the most restrictive residential zone abutting the site line in question.					
<sup>(7)</sup> 25' driveway access permitted regardless of frontage; build-to requirement does not apply to CC district.					
<sup>(8)</sup> A 12-foot sidewalk width is required along El Camino Real frontage.					

**(b) Mixed Uses**

Table 4 specifies the development standards for new residential mixed use developments. These developments shall be designed and constructed in compliance with the following requirements and the context-based design criteria outlined in 18.16.090, provided that more restrictive regulations may be recommended by the architectural review board and approved by the director of planning and community environment, pursuant to Section 18.76.020:

**Table 4: Mixed Use Development Standards**

	CN		CC(2)	CS	Subject to regulations in:
<b>Minimum Site Specifications</b>					
Site Area (ft <sup>2</sup> )					
Site Width (ft)					
Site Depth (ft)					
<b>Minimum Setbacks</b>					<i>Setback lines imposed by a special setback map pursuant to Chapter 20.08 of this code may apply</i>

	CN		CC(2)	CS	Subject to regulations in:
Front Yard (ft)	0' - 10' to create an 8'-12' effective sidewalk width <sup>(8)</sup>		0' - 10' to create an 8'-12' effective sidewalk width <sup>(8)</sup>	0' - 10' to create an 8'-12' effective sidewalk width <sup>(8)</sup>	
Rear Yard (ft)	10' for residential portion; no requirement for commercial portion				
Rear Yard abutting residential zone district (ft)	10'				
Interior Side Yard if abutting residential zone district (ft)	10'				
Street Side Yard (ft)	5'				
Build-To-Lines	50% of frontage built to setback <sup>(1)</sup> 33% of side street built to setback <sup>(1)</sup>				
Permitted Setback Encroachments	Balconies, awnings, porches, stairways, and similar elements may extend up to 6' into the setback. Cornices, eaves, fireplaces, and similar architectural features (excluding flat or continuous walls or enclosures of interior space) may extend up to 4' into the front and rear setbacks and up to 3' into interior side setbacks				
Maximum Site Coverage	50%		100%	50%	
Landscape/Open Space Coverage	35%		20%	30%	
Usable Open Space	200 sq ft per unit for 5 or fewer units <sup>(2)</sup> ; 150 sq ft per unit for 6 units or more <sup>(2)</sup>				
Maximum Height (ft)					
Standard	35' <sup>(4)</sup>		37'	50'	
Within 150 ft. of a residential zone district (other than an RM-40 or PC zone) abutting or located within 50 feet of the site	35'		35' <sup>(5)</sup>	35' <sup>(5)</sup>	
Daylight Plane for lot lines abutting one or more residential zoning districts	Daylight plane height and slope shall be identical to those of the most restrictive residential zoning district abutting the lot line				
Residential Density (net) <sup>(3)</sup>	15		30	30	

	CN	■	CC(2)	CS	Subject to regulations In:
<b>Maximum Residential Floor Area Ratio (FAR)</b>	0.5:1 <sup>(4)</sup>		0.6:1	0.6:1	
<b>Maximum Nonresidential Floor Area Ratio (FAR)</b>	0.4:1		2.0:1	0.4:1	
<b>Total Mixed Use Floor Area Ratio (FAR)</b>	0.9:1 <sup>(4)</sup>		2.0:1	1.0:1	
<b>Minimum Mixed Use Ground Floor Commercial FAR<sup>(5)</sup></b>	0.15:1		0.15:1 0.25:1 <sup>(7)</sup>	0.15:1	
<b>Parking</b>	See Chapter 18.83 (Parking)			Chapter 18.83	

- (1) 25' driveway access permitted regardless of frontage;
- (2) Required usable open space: (1) may be any combination of private and common open spaces; (2) does not need to be located on the ground (but rooftop gardens are not included as open space); (3) minimum private open space dimension 6'; and (4) minimum common open space dimension 12'.
- (3) Residential density shall be computed based upon the total site area, irrespective of the percent of the site devoted to commercial use.
- (4) For CN sites on El Camino Real, height may increase to a maximum of 40 feet and the FAR may increase to a maximum of 1.0:1 (0.5:1 for nonresidential, 0.5:1 for residential).
- (5) For sites abutting an RM-40 zoned residential district or a residential Planned Community (PC) district, maximum height may be increased to 50 feet.
- (6) Ground floor commercial uses generally include retail, personal services, hotels and eating and drinking establishments. Office uses may be included only to the extent they are permitted in ground floor regulations.
- (7) If located in the California Avenue Parking Assessment District.
- (8) A 12-foot sidewalk width is required along El Camino Real frontage.

- (1) Residential and nonresidential mixed use projects shall be subject to site and design review in accord with Chapter 18.82, except that mixed use projects with four or fewer residential units shall only require review and approval by the architectural review board.
- (2) Nonresidential uses that involve the use or storage of hazardous materials in excess of the exempt quantities prescribed in Title 15 of the Municipal Code, including but not limited to dry cleaning plants and auto repair, are prohibited in a mixed use development with residential uses.
- (3) Residential mixed use development is prohibited on any site designated with an Automobile Dealership (AD) Combining District overlay.

**(c) Exclusively Residential Uses**

Exclusively residential uses are generally prohibited in the CN, CS, ■ and CC(2) zone districts. Such uses are allowed, however, where a site is designated as a Housing Opportunity Site in the Housing Element of the Comprehensive Plan. Such sites shall be

developed pursuant to the regulations for the multi-family zone designation (RM-15, RM-30, or RM-40) identified for the site in the Housing Element.

**(d) Hotel Regulations**

- (1) Hotels, where they are a permitted use and generate transient occupancy tax (TOT), may develop to a maximum FAR of 2.0:1 [REDACTED]  
[REDACTED].
- (2) Hotels may include residential condominium use, subject to:
  - (A) No more than 25% of the floor area shall be devoted to condominium use;
  - (B) No more than 25% of the total number of lodging units shall be devoted to condominium use; and
  - (C) A minimum FAR of 1.0 shall be provided for the hotel/condominium building(s).

**(f) Size of Establishments in the CN District**

In the CN district, permitted commercial uses shall not exceed the floor area per individual use or business establishment shown in Table 5. Such uses may be allowed to exceed the maximum establishment size, subject to issuance of a conditional use permit in accord with Section 18.76.010. The maximum establishment size for any conditional use shall be established by the zoning administrator and specified in the conditional use permit for such use.

**Table 5: Maximum Size of Establishment**

Type of Establishment	Maximum Size (ft <sup>2</sup> )
Personal Services	2,500
Retail services, except grocery stores	15,000
Grocery stores	20,000
Eating and drinking services	5,000

Neighborhood business services	2,500
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**(g) Nuisances Prohibited**

All uses, whether permitted or conditional, shall be conducted in such a manner as to preclude nuisance, hazard, or commonly recognized offensive conditions or characteristics, including creation or emission of dust, gas, smoke, noise, fumes, odors, vibrations, particulate matter, chemical compounds, electrical disturbance, humidity, heat, cold, glare, or night illuminations. Prior to issuance of a building permit, or occupancy permit, or at any other time, the building inspector may require evidence that adequate controls, measures, or devices have been provided to ensure and protect the public interest, health, comfort, convenience, safety, and general welfare from such nuisance, hazard, or offensive condition.

**(h) Outdoor Sales and Storage**

- (1) In the CN district, all permitted office and commercial activities shall be conducted within a building, except for:
  - (A) Incidental sales and display of plant materials and garden supplies occupying no more than 500 square feet of exterior sales and display area,
  - (B) Farmers' markets that have obtained a conditional use permit, and
  - (C) Recycling centers that have obtained a conditional use permit.
- (2) In the [REDACTED] CC(2) district, the following regulations shall apply to outdoor sales and storage:
  - (A) Except in shopping centers, all permitted office and commercial activities shall be conducted within a building, except for:
    - (i) Incidental sales and display of plant materials and garden supplies occupying no more than 2,000 square feet of exterior sales and display area,
    - (ii) Outdoor eating areas operated incidental to permitted eating and drinking services,
    - (iii) Farmers' markets that have obtained a conditional use permit, and
    - (iv) Recycling centers that have obtained a conditional use permit.
  - (B) Any permitted outdoor activity in excess of 2,000 square feet shall be subject to a conditional use permit.
  - (C) Exterior storage shall be prohibited, except as provided under subparagraph (A)(iv) of this subsection.
- (3) In the CS district, outdoor sales and display of merchandise, and outdoor eating areas operated incidental to permitted eating and drinking services shall be permitted subject to the following regulations:
  - (A) Outdoor sales and display shall not occupy a total site area exceeding the gross building floor area on the site, except as authorized by a conditional use permit.

- (B) Areas used for outdoor sales and display of motor vehicles, boats, campers, camp trailers, trailers, trailer coaches, house cars, or similar conveyances shall meet the minimum design standards applicable to off street parking facilities with respect to paving, grading, drainage, access to public streets and alleys, safety and protective features, lighting, landscaping, and screening.
- (C) Exterior storage shall be prohibited, unless screened by a solid wall or fence of between 5 and 8 feet in height.

**(i) Recycling Storage**

All new development, including approved modifications that add thirty percent or more floor area to existing uses, shall provide adequate and accessible interior areas or exterior enclosures for the storage of recyclable materials in appropriate containers. The design, construction and accessibility of recycling areas and enclosures shall be subject to approval by the architectural review board, in accordance with design guidelines adopted by that board and approved by the city council pursuant to Section 18.76.020.

**(j) Employee Showers**

Employee shower facilities shall be provided for any new building constructed or for any addition to or enlargement of any existing building as specified in Table 6.

**Table 6: Employee Showers Required**

Uses	Gross Floor Area of New Construction (ft <sup>2</sup> )	Showers Required
Medical, Professional, and General Business Offices, Financial Services, Business and Trade Schools, General Business Services	0-9,999	No requirement
	10,000-19,999	1
	20,000-49,999	2
	50,000 and up	4
Retail Services, Personal Services, and Eating and Drinking Services	0-24,999	No requirement
	25,000-49,999	1
	50,000-99,999	2
	100,000 and up	4

**18.16.070                   Parking and Loading**

Off-street parking and loading facilities shall be required for all permitted and conditional uses in accord with Chapter 18.83 of this title. All parking and loading facilities on any site, whether required as minimums or optionally provided in addition to minimum requirements, shall comply with the regulations and the design standards established by Chapter 18.83.

**18.16.080                   Performance Standards**

In addition to the standards for development prescribed above, all development in the CN, CS, [ ] and CC(2) districts shall comply with the performance criteria outlined in Chapter 18.64 of the Zoning Ordinance. All mixed use development shall also comply with the provisions of Chapter 18.28 of the Zoning Ordinance.

**18.16.090****Context-Based Design Criteria****(a) Contextual and Compatibility Criteria**

Development in a commercial district shall be responsible to its context and compatible with adjacent development, and shall promote the establishment of pedestrian oriented design.

**(1) Context**

- (A) Context as used in this section is intended to indicate relationships between the site's development to adjacent street types, surrounding land uses, and on-site or nearby natural features, such as creeks or trees. Effective transitions to these adjacent uses and features are strongly reinforced by Comprehensive Plan policies.
- (B) The word "context" should not be construed as a desire to replicate existing surroundings, but rather to provide appropriate transitions to those surroundings. "Context" is also not specific to architectural style or design, though in some instances relationships may be reinforced by an architectural response.

**(2) Compatibility**

- (A) Compatibility is achieved when the apparent scale and mass of new buildings is consistent with the pattern of achieving a pedestrian oriented design, and when new construction shares general characteristics and establishes design linkages with the overall pattern of buildings so that the visual unity of the street is maintained.
- (B) Compatibility goals may be accomplished through various means, including but not limited to:
  - (i) the siting, scale, massing, and materials;
  - (ii) the rhythmic pattern of the street established by the general width of the buildings and the spacing between them;
  - (iii) the pattern of roof lines and projections;
  - (iv) the sizes, proportions, and orientations of windows, bays and doorways;
  - (v) the location and treatment of entryways;
  - (vi) the shadow patterns from massing and decorative features;
  - (vii) the siting and treatment of parking; and
  - (viii) the treatment of landscaping.

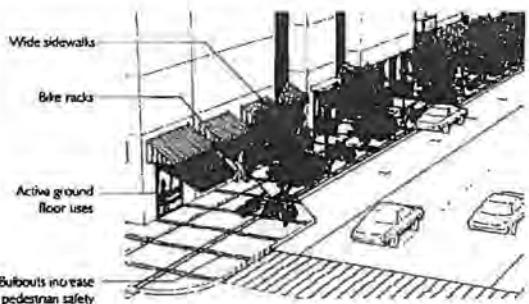
**(b) Context-Based Design Considerations and Findings**

In addition to the findings for Architectural Review contained in Section 18.76.020(d) of the Zoning Ordinance, the following additional findings are applicable in the CN, CS, CC and CC(2) districts, as further illustrated on the accompanying diagrams:

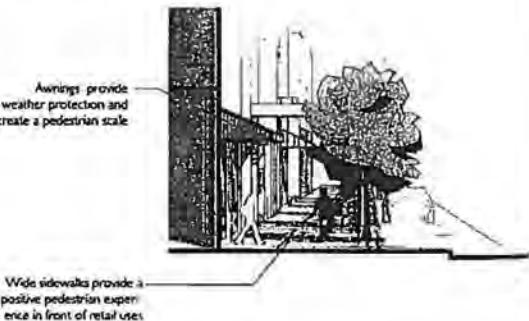
### (1) Pedestrian and Bicycle Environment

The design of new projects shall promote pedestrian walkability, a bicycle friendly environment, and connectivity through design elements such as:

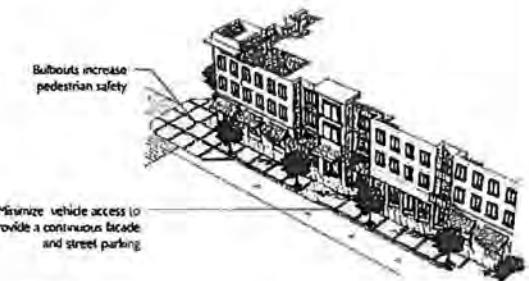
- A. Ground floor uses that are appealing to pedestrians through well-designed visibility and access (Figure 1-1);
- B. On primary pedestrian routes, climate and weather protection where possible, such as covered waiting areas, building projections and colonnades, and awnings (Figure 1-2);
- C. Streetscape or pedestrian amenities that contribute to the area's streetscape environment such as street trees, bulbouts, benches, landscape elements, and public art (Figure 1-3);
- D. Bicycle amenities that contribute to the area's bicycle environment and safety needs, such as bike racks, storage or parking, or dedicated bike lanes or paths (Figure 1-1); and
- E. Vehicle access from alleys or sidestreets where they exist, with pedestrian access from the public street.



(Figure 1-1)



(Figure 1-2)

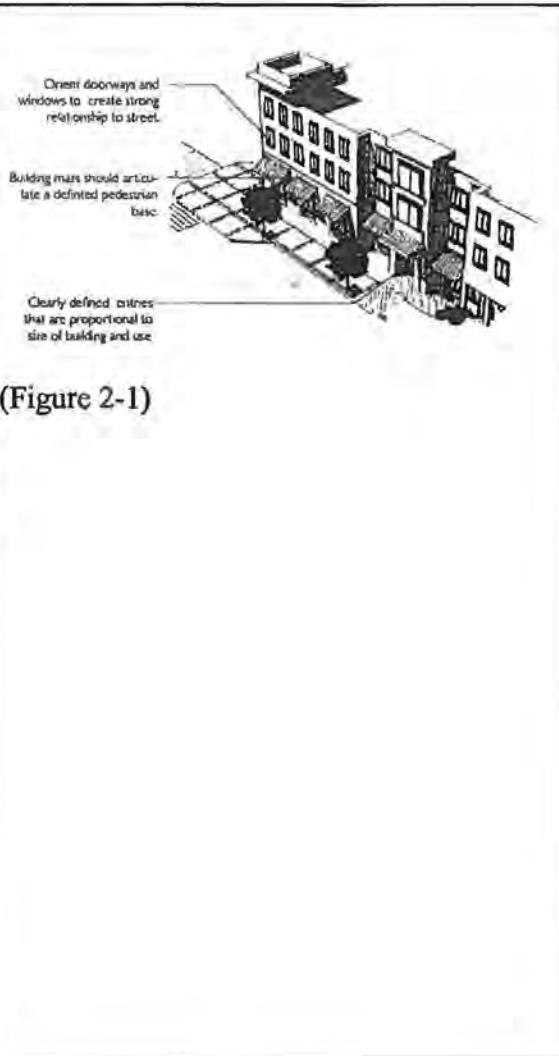


(Figure 1-3)

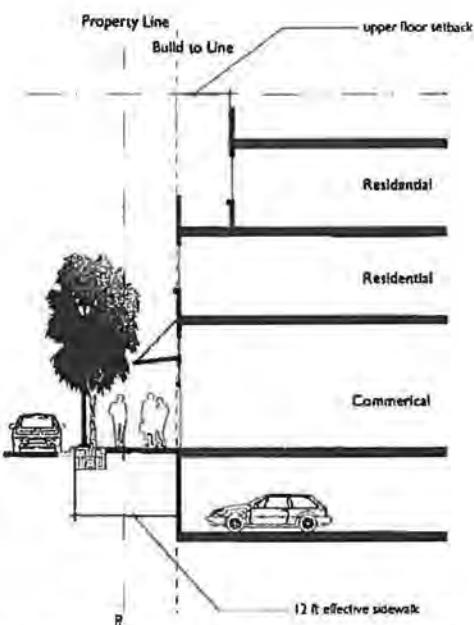
### (2) Street Building Facades

Street facades shall be designed to provide a strong relationship with the sidewalk and the street(s), to create an environment that supports and encourages pedestrian activity through design elements such as:

- A. Placement and orientation of doorways, windows, and landscape elements to create strong, direct relationships with the street (Figure 2-1);
- B. Facades that include projecting eaves and overhangs, porches, and other architectural elements that provide human scale and help break up building mass (Figure 2-2);
- C. Entries that are clearly defined features of front facades, and that have a scale that is in proportion to the size and type of the building and number of units being accessed; larger buildings should have a more prominent building entrance, while maintaining a pedestrian scale;
- D. Residential units and storefronts that have a presence on the street and are not walled-off or oriented exclusively inward;
- E. Elements that signal habitation such as entrances, stairs, porches, bays and balconies that are visible to people on the street;



- F. All exposed sides of a building designed with the same level of care and integrity;
- G. Reinforcing the definition and importance of the street with building mass; and
- H. Upper floors set back to fit in with the context of the neighborhood.



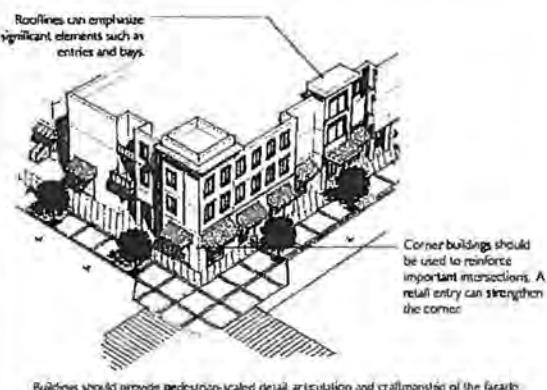
Buildings setback from the property line to create an effective 12' sidewalk on El Camino Real.  
Upper floors set back to fit in with the context of the neighborhood.

(Figure 2-2)

### (3) Massing and Setbacks

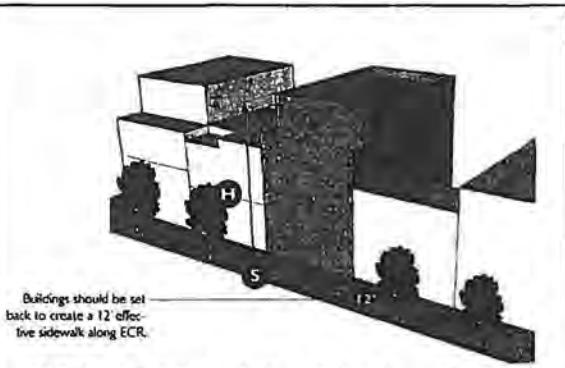
Buildings shall be designed to minimize massing and conform to proper setbacks through elements such as:

- A. Rooflines that emphasize and accentuate significant elements of the building such as entries, bays, and balconies (Figure 3-1);
- B. Design with articulation, setbacks, and materials that minimize massing, break down the scale of buildings, and provide visual interest (Figure 3-1);

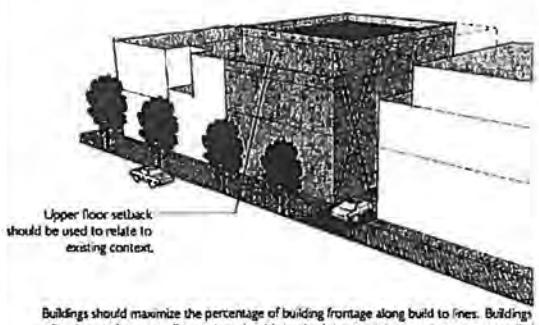


(Figure 3-1)

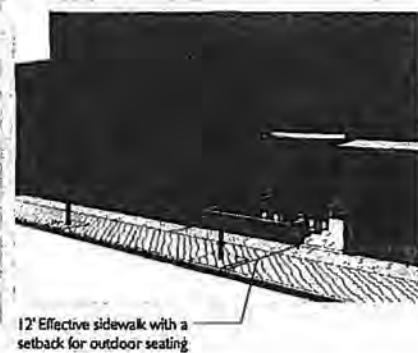
- C. Corner buildings that incorporate special features to reinforce important intersections and create buildings of unique architectural merit and varied styles (Figure 3-1);
- D. Building facades articulated with a building base, body and roof or parapet edge (Figure 3-2);
- E. Buildings set back from the property line to create an effective 12' sidewalk on El Camino Real, 8' elsewhere (Figure 3-4);
- F. A majority of the building frontage located at the setback line (Figure 3-3); and
- G. No side setback for midblock properties, allowing for a continuous street facade, except when abutting low density residential (Figure 3-3).



(Figure 3-2)



(Figure 3-3)

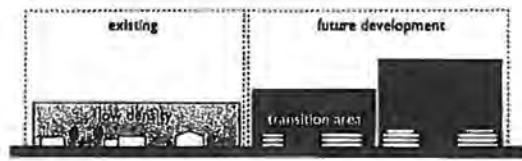


(Figure 3-4)

#### (4) Low-Density Residential Transitions

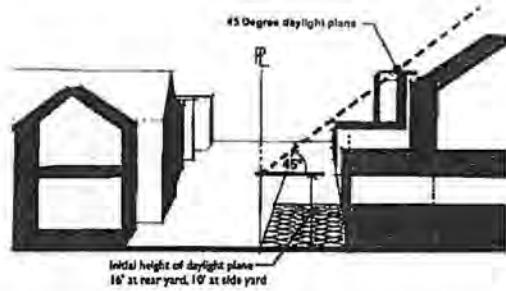
Where new projects are built abutting existing lower-scale residential development, care shall be taken to respect the scale and privacy of neighboring properties through:

- A. Transitions of development intensity from higher density development building types to building types that are compatible with the lower intensity surrounding uses (Figure 4-1);



(Figure 4-1)

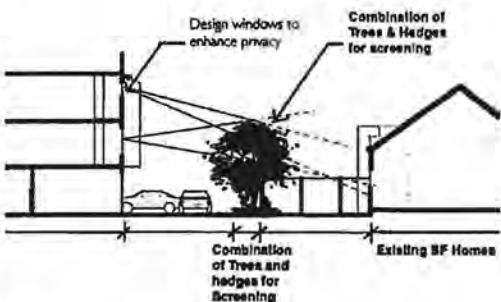
- B. Massing and orientation of buildings that respect and mirror the massing of neighboring structures by stepping back upper stories to transition to smaller scale buildings, including setbacks and daylight planes that match abutting R-1 and R-2 zone requirements (Figure 4-2);



Massing and orientation of buildings that respect and mirror the massing of neighboring structures by stepping back upper stories to transition to smaller scale building.

(Figure 4-2)

- C. Respecting privacy of neighboring structures, with windows and upper floor balconies positioned so they minimize views into neighboring properties (Figure 4-3);
- D. Minimizing sight lines into and from neighboring properties (Figure 4-3);
- E. Limiting sun and shade impacts on abutting properties; and
- F. Providing pedestrian paseos and mews to create separation between uses.

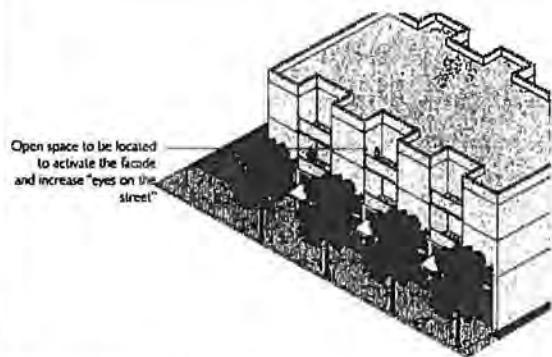


(Figure 4-3)

### **(5) Project Open Space**

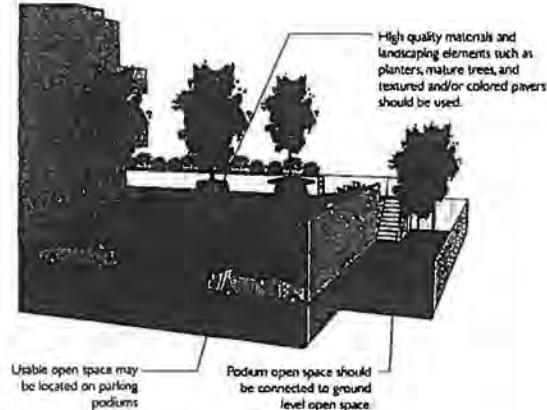
Private and public open space shall be provided so that it is usable for the residents, visitors, and/or employees of a site.

- A. The type and design of the usable private open space shall be appropriate to the character of the building(s), and shall consider dimensions, solar access, wind protection, views, and privacy;
- B. Open space should be sited and designed to accommodate different activities, groups, active and passive uses, and should be located convenient to the users (e.g., residents, employees, or public)
- C. Common open spaces should connect to the pedestrian pathways and existing natural amenities of the site and its surroundings;
- D. Usable open space may be any combination of private and common spaces;
- E. Usable open space does not need to be located on the ground and may be located in porches, decks, balconies and/or podiums (but not on rooftops) (Figure 5-1);
- F. Open space should be located to activate the street façade and increase “eyes on the street” when possible (Figure 5-1);
- G. Both private and common open space areas should be buffered from noise where feasible through landscaping and building placement;



(Figure 5-1)

- H. Open space situated over a structural slab/podium or on a rooftop shall have a combination of landscaping and high quality paving materials, including elements such as planters, mature trees, and use of textured and/or colored paved surfaces (Figure 5-2); and
- I. Parking may not be counted as open space.



(Figure 5-2)

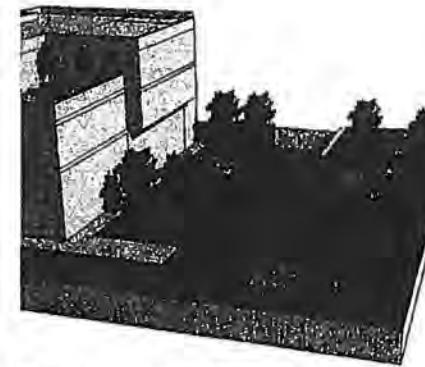
#### **(6) Parking Design**

Parking needs shall be accommodated but shall not be allowed to overwhelm the character of the project or detract from the pedestrian environment, such that:

- A. Parking is located behind buildings, below grade or, where those options are not feasible, screened by landscaping, low walls, etc.;
- B. Structured parking is fronted or wrapped with habitable uses when possible (Figure 6-1);
- C. Parking that is semi-depressed is screened with architectural elements that enhance the streetscape such as stoops, balcony overhangs, and/or art;
- D. Landscaping such as trees, shrubs, vines, or groundcover is incorporated into surface parking lots (Figure 6-2);



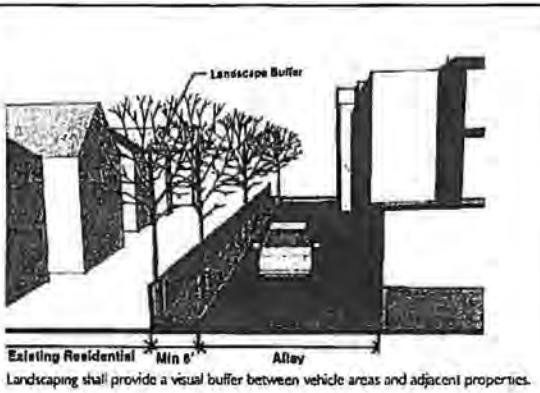
(Figure 6-1)



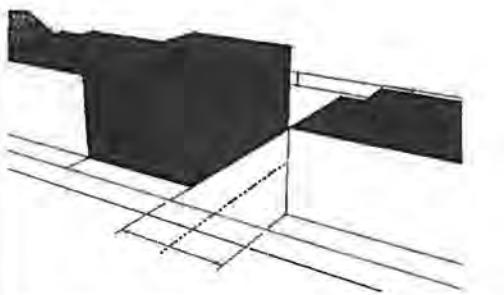
Landscaping such as trees, shrubs, vines or ground cover is incorporated into surface parking lots.

(Figure 6-2)

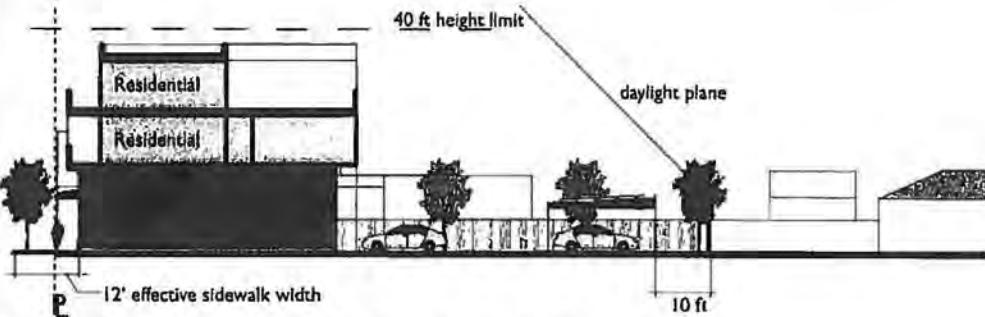
- E. For properties with parking access from the rear of the site (such as a rear alley or driveway) landscaping shall provide a visual buffer between vehicle circulation areas and abutting properties (Figure 6-3);
- F. Street parking is utilized for visitor or customer parking and is designed in a manner to enhance traffic calming;
- G. For properties with parking accessed from the front, minimize the amount of frontage used for parking access, no more than 25% of the site frontage facing a street should be devoted to garage openings, carports, or open/surface parking (on sites with less than 100 feet of frontage, no more than 25 feet);
- H. Where two parking lots abut and it is possible for a curb cut and driveway to serve several properties, owners are strongly encouraged to enter into shared access agreements (Figure 6-4); and
- I. Parking is accessed from side streets or alleys when possible.



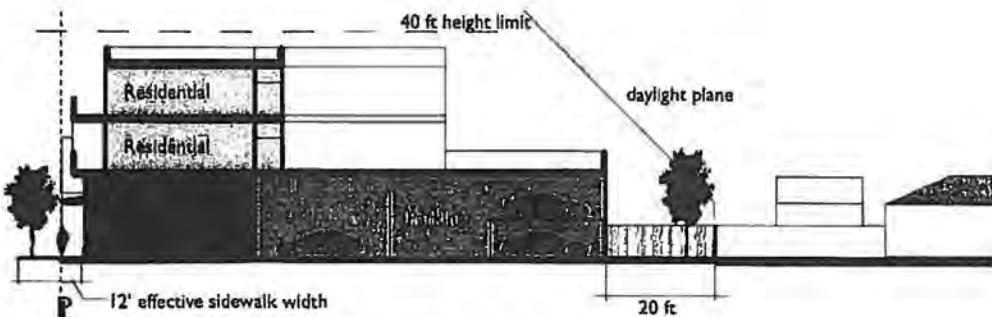
(Figure 6-3)



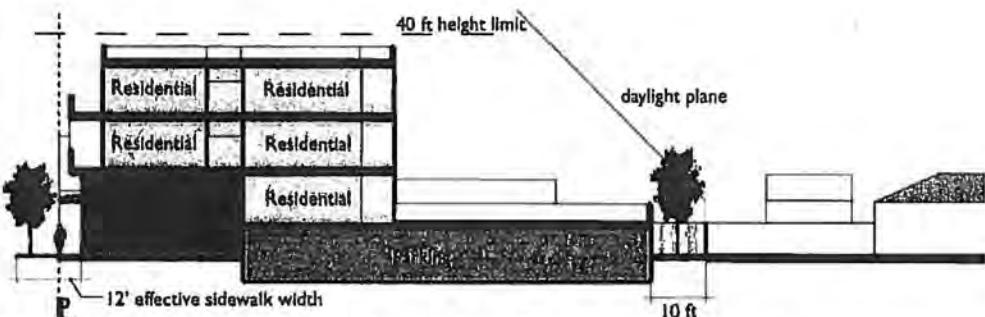
(Figure 6-4)



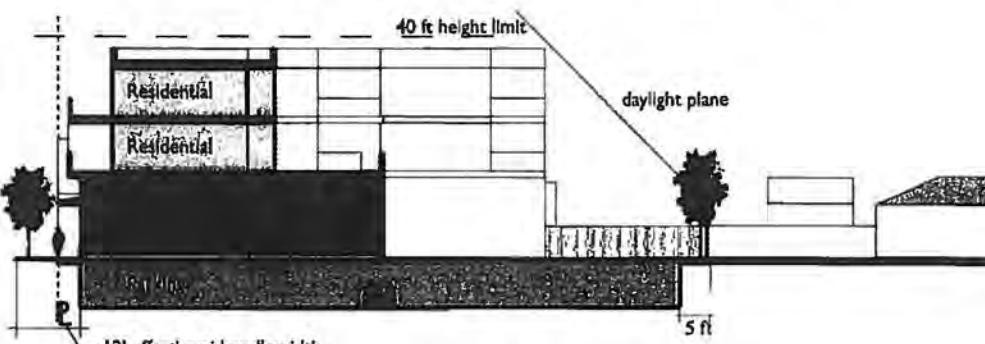
(Figure 6-5: Mixed-Use with Surface Parking)



(Figure 6-6: Mixed-Use with Parking Podium)



(Figure 6-7: Mixed-Use with Partial Sub-Grade Parking Podium)

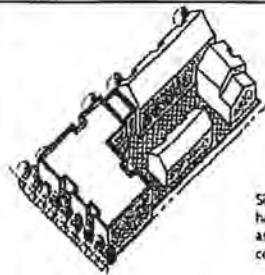


(Figure 6-8: Mixed-Use with Below-Grade Parking Podium)

**(7) Large (multi-acre) Sites**

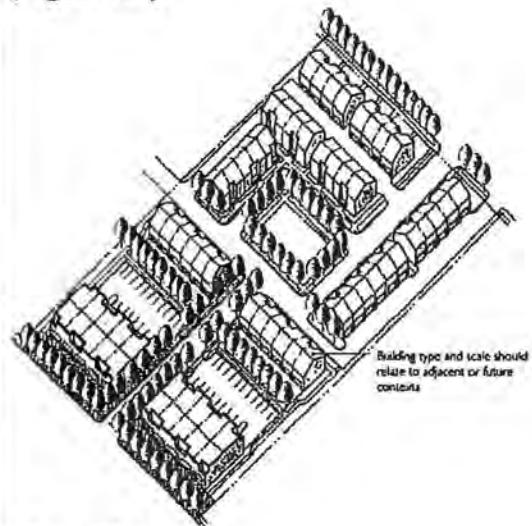
Large (in excess of one acre) sites shall be designed so that street, block, and building patterns are consistent with those of the surrounding neighborhood, and such that:

- A. New development of large sites maintains and enhances connectivity with a hierarchy of public streets, private streets, walks and bike paths (integrated with Palo Alto's Bicycle Master Plan, when applicable);
- B. The diversity of building types increases with increased lot size (e.g., <1 acre = minimum 1 building type; 1-2 acres = minimum 2 housing types; greater than 2 acres = minimum 3 housing types) (Figures 7-1 through 7-3); and
- C. Where a site includes more than one housing type, each building type should respond to its immediate context in terms of scale, massing, and design (e.g., Village Residential building types facing or abutting existing single-family residences) (Figures 7-2 and 7-3).



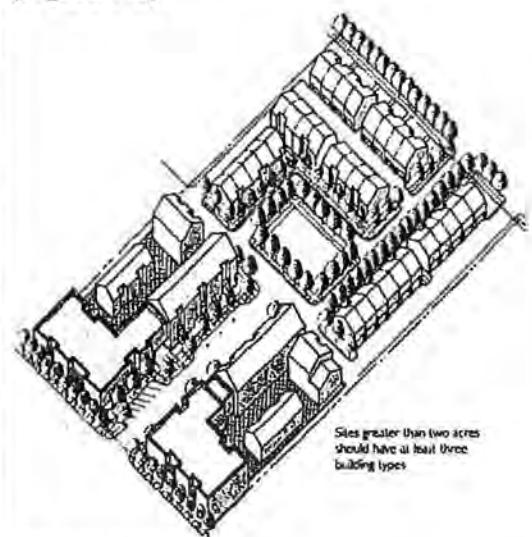
Sites greater than one acre may have 100% residential buildings as part of the mixed-use concept

(Figure 7-1)



Building type and scale should relate to adjacent or future contexts

(Figure 7-2)



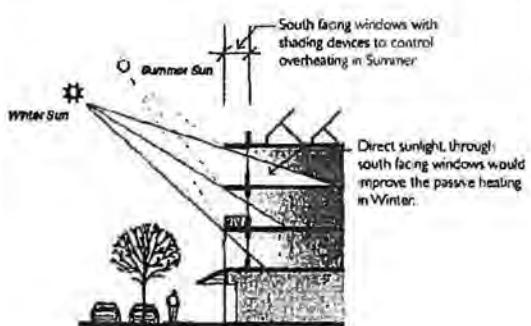
Sites greater than two acres should have at least three building types

(Figure 7-3)

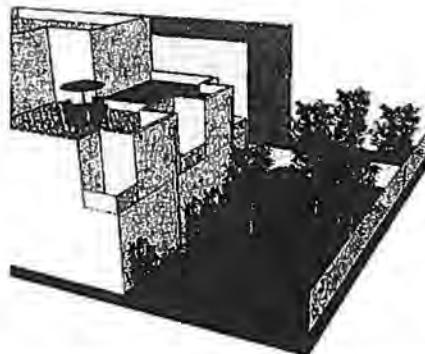
#### (8) Sustainability and Green Building Design

Project design and materials to achieve sustainability and green building design should be incorporated into the project. Green building design considers the environment during design and construction. Green building design aims for compatibility with the local environment: to protect, respect and benefit from it. In general, sustainable buildings are energy efficient, water conserving, durable and nontoxic, with high-quality spaces and high recycled content materials. The following considerations should be included in site and building design:

- A. Optimize building orientation for heat gain, shading, daylighting, and natural ventilation (Figure 8-1).
- B. Design landscaping to create comfortable micro-climates and reduce heat island effects.
- C. Design for easy pedestrian, bicycle, and transit access.
- D. Maximize onsite stormwater management through landscaping and permeable pavement (Figure 8-2).
- E. Use sustainable building materials.
- F. Design lighting, plumbing, and equipment for efficient energy and water use.
- G. Create healthy indoor environments.
- H. Use creativity and innovation to build more sustainable environments. One example is establishing gardens with edible fruits, vegetables or other plants to satisfy a portion of project open space requirements.

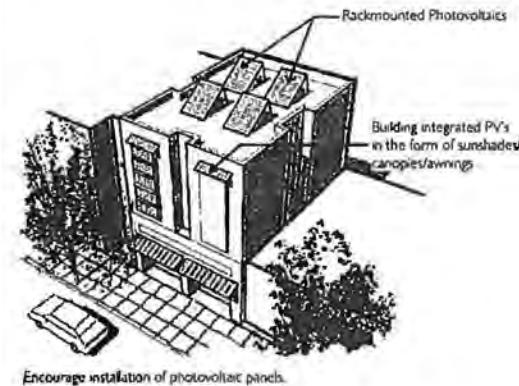


Use of Shading Devices to Control Solar loads in Summer and gain Passive heat in Winter.  
(Figure 8-1)



(Figure 8-2)

- I. Provide protection for creeks and riparian vegetation and integrate stormwater management measures and open space to minimize water quality and erosion impacts to the creek environment.
  
- J. Encourage installation of photovoltaic panels.



(Figure 8-3)

### **18.16.100 Grandfathered Uses**

#### **(a) CN District Office Uses**

In the CN district, all office uses existing as of August 1, 1989, which were lawful conforming permitted uses or conditional uses operating subject to a conditional use permit and which, as of such date, exceed 5,000 square feet in size or 25% of lot area, may remain as legal nonconforming uses and shall not require a conditional use permit or be subject to termination pursuant to Current Code Chapter 18.94, provided, however, that in the case of a conflict between the provisions of this section and the provisions of Current Code Chapter 18.94, this section shall control. Such uses shall be permitted to remodel, improve, or replace site improvements in accordance with current applicable site development regulations, provided that any such remodeling, improvement, or replacement shall not result in increased floor area devoted to such office uses.

#### **(b) CS District Office Uses**

In the CS district, medical, professional or general business or administrative office uses existing on August 1, 1989 and which, as of such date, were lawful conforming permitted uses or conditional uses operating subject to a conditional use permit may remain as legal nonconforming uses and shall not require a conditional use permit or be subject to termination pursuant to Current Code Chapter 18.94, provided, however, that in the case of a conflict between the provisions of this section and the provisions of Current Code Chapter 18.94, this section shall control. Such uses shall be permitted to remodel, improve, or replace site improvements in accordance with current applicable site development regulations, provided that any such remodeling, improvement, or replacement shall not result in increased floor area devoted to such office uses.

**SECTION 4.** Chapter 18.18 (Downtown Commercial District) of the Palo Alto Municipal Code is hereby added to read as follows:

## **Chapter 18.18** **DOWNTOWN COMMERCIAL DISTRICT**

**Sections:**

- |           |                                   |
|-----------|-----------------------------------|
| 18.18.010 | Purposes                          |
| 18.18.020 | Applicable Regulations            |
| 18.18.030 | Definitions                       |
| 18.18.040 | Repeal of Regulations             |
| 18.18.050 | Land Uses                         |
| 18.18.060 | Development Standards             |
| 18.18.070 | Floor Area Bonuses                |
| 18.18.080 | Transfer of Development Rights    |
| 18.18.090 | Parking and Loading               |
| 18.18.100 | Performance Standards             |
| 18.18.110 | Context-Based Design Criteria     |
| 18.18.120 | Grandfathered Uses and Facilities |

### **18.18.010                  Purposes**

**(a) Downtown Commercial District [CD]**

The CD downtown commercial district is intended to be a comprehensive zoning district for the downtown business area, accommodating a wide range of commercial uses serving city-wide and regional business and service needs, as well as providing for residential uses and neighborhood service needs. The CD commercial downtown district is specifically created to promote the following objectives in the downtown area of Palo Alto:

- (1) control the rate and size of commercial development;
- (2) preserve and promote ground-floor retail uses;
- (3) enhance pedestrian activity;
- (4) create harmonious transitions from the commercial areas to adjacent residential areas; and
- (5) where applied in conjunction with Chapter 16.49 of the Palo Alto Municipal Code, preserve historic buildings.

### **18.18.020                  Applicable Regulations**

**(a) Applicable Chapters**

The specific regulations of this chapter and the additional regulations and procedures established by other relevant Chapters of the Zoning Code shall apply to the CD commercial downtown district, including subdistricts designated as CD-C (community), CD-S (service) and CD-N (neighborhood) and site development areas within the CD district, as shown on the City's Zoning Map. The term "abutting residential zones," where

used in this Chapter, includes the R1, R2, RMD, RM-15, RM-30, RM-40, or residential Planned Community (PC) districts, unless otherwise specifically noted.

**(b) Applicable Combining Districts**

The combining districts applicable to the CD district shall include, but shall not be limited to, the following districts:

- (1) The pedestrian shopping (P) combining district regulations, as specified in Chapter 18.47, shall apply to the area of the CD district designated "P" combining district as shown on the City's Zoning Map.
- (2) The ground floor (GF) combining district regulations, as specified in Chapter 18.50, shall apply to the area of the CD district designated "GF" combining district as shown on the City's Zoning Map.

**18.18.030 Definitions**

- (a) For the purposes of calculating floor area ratio for nonresidential uses under this chapter, "gross floor area" includes not only the area defined in Chapter 18.04, but also all covered at-grade or above-grade parking for nonresidential uses, no matter how slightly above grade such parking is.
- (b) As used in this chapter, "historic rehabilitation" means returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values. "Historic rehabilitation" shall remedy all the known rehabilitation needs of the building, and shall not be confined to routine repair and maintenance as determined by the director of planning and community environment.
- (c) As used in this chapter, "certification" means certification, by the director of planning and community environment, of floor area eligible for transfer to another site as described in Section 18.18.070.
- (d) As used in this chapter, "receiver site" means a site which receives floor area pursuant to the provisions of Section 18.18.080.
- (e) As used in this chapter, "sender site" means a site which has received a certification by the director of planning and community environment of floor area eligible for transfer to another site pursuant to the provisions of this chapter.
- (f) "Transferable development right" or "TDR" means the floor area eligible for transfer to a receiver site as described in Draft Updated Code Section 18.18.080 of this code.

**18.18.040 Repeal of Regulations**

The department of planning and community environment shall monitor the number of square feet approved for nonresidential development in the CD district and the number of square feet approved for nonresidential development pursuant to a planned community (PC) zone if the site of the PC zone was within the CD district on the effective date of this chapter. When 350,000

square feet of nonresidential development have received final design review approval pursuant to Chapter 18.76 or have received building permits, if no design approval is required, this chapter shall be repealed and a moratorium shall be imposed. This moratorium shall prohibit the city's acceptance or processing of any application for planning approval or a building permit for new nonresidential square footage in the CD district. This moratorium shall remain in effect for one year while the city undertakes a study of what regulations would be appropriate in the CD district. The moratorium may be extended by the council until such study is completed and appropriate regulations are implemented.

### **18.18.050              Land Uses**

The uses of land allowed by this chapter in each commercial zoning district are identified in the following table. Land uses that are not listed on the tables are not allowed, except where otherwise noted. Where the last column on the following tables ("Subject to Regulations in") includes a section number, specific regulations in the referenced section also apply to the use; however, provisions in other sections may apply as well.

Permitted and conditionally permitted land uses for the CD district are shown in Table 1:

**Table 1: CD Permitted and Conditionally Permitted Uses**

	CD-C	CD-S	CD-N	Subject to regulations in Chapter:
<b>ACCESSORY USES</b>				
Accessory facilities and activities customarily associated with or essential to permitted uses, and operated incidental to the principal use.	P	P	P	18.88
Drive-in or Take-out Services associated with permitted uses <sup>(2)</sup>	CUP	CUP	CUP	
Tire, battery, and automotive service facilities, when operated incidental to a permitted retail service or shopping center having a gross floor area of more than 30,000 square feet.	CUP			
<b>EDUCATIONAL, RELIGIOUS, AND ASSEMBLY USES</b>				
Business and Trade Schools	P	P		
Churches and Religious Institutions	P	P	P	
Private Educational Facilities	P	P	CUP	
Private Clubs, Lodges, or Fraternal Organizations	P	P	CUP	
<b>MANUFACTURING AND PROCESSING USES</b>				
Recycling Centers	CUP	CUP	CUP	
Warehousing and Distribution		CUP		
<b>OFFICE USES</b>				
Administrative Office Services		P		18.18.060(f)

	CD-C	CD-S	CD-N	Subject to regulations in Chapter:
Medical, Professional, and General Business Offices on any floor other than the ground floor of a building	P	P	P	18.18.060(f)
<b>PUBLIC QUASI-PUBLIC FACILITY USES</b>				
Utility Facilities essential to provision of utility services but excluding construction or storage yards, maintenance facilities, or corporation yards.	CUP	CUP		
<b>RECREATION USES</b>				
Commercial Recreation	CUP	CUP	CUP	
Outdoor Recreation Services	CUP	CUP	CUP	
<b>RESIDENTIAL USES</b>				
Multiple-Family	P <sup>(I)</sup>	P <sup>(I)</sup>	P <sup>(I)</sup>	18.18.060(b)
Home Occupations	P	P	P	18.88
Residential Care Homes	P	P	P	
<b>RETAIL USES</b>				
Eating and Drinking Services, except drive-in or take-out services	P	P	P	18.18.060(g)
Retail Services, excluding liquor stores	P	P	P	18.18.060(g)
Shopping Centers	P			18.18.060(g)
Liquor Stores	P	P	CUP	18.88
<b>SERVICE USES</b>				
Animal Care, excluding boarding and kennels	P	P	P	
Ambulance Services	CUP	CUP	CUP	
Automobile Service Stations	CUP	CUP	CUP	18.82
Automotive Services		CUP		
Convalescent Facilities	P	P	CUP	
Day Care Centers	P	P	P	
Small Family Day Care Homes	P	P	P	
Large Family Day Care Homes	P	P	P	
Small Adult Day Care Homes	P	P	P	
Large Adult Day Care Homes				
Financial Services, except drive-up services	P	P	CUP	
General Business Services	CUP	P		
Hotels	P	P	P	18.18.060(d)
Mortuaries	P	P	CUP	
Personal Services	P	P	P	18.18.060(g)
Reverse Vending Machines	P	P	P	18.88
<b>TRANSPORTATION USES</b>				

	CD-C	CD-S	CD-N	Subject to regulations in Chapter:
Parking as a principal use	CUP	CUP		
Passenger Transportation Terminals		CUP		
<b>TEMPORARY USES</b>				
Indoor Farmers' Markets	CUP	CUP	CUP	
Temporary Parking Facilities, provided that such facilities shall remain no more than five years.	CUP	CUP	CUP	
(1) Residential is only permitted as part of a mixed use development, pursuant to the provisions of Section 18.18.060(b), or on sites designated as Housing Opportunity Sites in the Housing Element of the Comprehensive Plan, pursuant to the provisions of Section 18.18.060(c).				
(2) Drive-up facilities, excluding car washes, provide full access to pedestrians and bicyclists. A maximum of two such services shall be permitted within 1,000 feet and each use shall not be less than 150 ft from one another				
P = Permitted Use CUP = Conditional Use Permit Required				

## 18.18.060 Development Standards

### (a) Exclusively Non-Residential Use

Table 3 specifies the development standards for new exclusively non-residential uses and alterations to non-residential uses or structures in the CD district, including the CD-C, CD-S, and CD-N subdistricts. These developments shall be designed and constructed in compliance with the following requirements and the context-based design criteria outlined in 18.18.110, provided that more restrictive regulations may be recommended by the architectural review board and approved by the director of planning and community environment, pursuant to Section 18.76.020:

**Table 3: Exclusively Non-Residential Development Standards**

	CD-C	CD-S	CD-N	Subject to regulations in Section:
<b>Minimum Setbacks</b>				<i>Setback lines imposed by a special setback map pursuant to Chapter 20.08 of this code may apply</i>
Front Yard (ft)	None required	10 <sup>(1)</sup>		
Rear Yard (ft)	None required			
Interior Side Yard (ft)	None required			
Street Side Yard (ft)	None required	20 <sup>(1)</sup>		
Minimum street setback for sites sharing a common block face with any abutting residential zone district	<sup>(4)</sup>	<sup>(4)</sup>	<sup>(4)</sup>	
Minimum yard (ft) for lot lines abutting or opposite residential zone districts	10 <sup>(1)</sup>	10 <sup>(1)</sup>	10 <sup>(1)</sup>	

	CD-C	CD-S	CD-N	Subject to regulations in Section:
<b>Maximum Site Coverage</b>	None Required	50%		
<b>Maximum Height (ft)</b>	Standard Within 150 ft. of an abutting residential zone district	50	50	25
		(3)	(3)	(3)
<b>Maximum Floor Area Ratio (FAR)</b>	1.0:1 <sup>(5)</sup>	0.4:1 <sup>(5)</sup>	0.4:1 <sup>(5)</sup>	18.18.060(c) 18.18.070
<b>Maximum Floor Area Ratio (FAR) for Hotels</b>	2.0:1	2.0:1	N/A	18.18.060(d)
<b>Maximum Size of New Non-Residential Construction or Expansion Projects.</b>	25,000 square feet of gross floor area or 15,000 square feet above the existing floor area, whichever is greater, provided the floor area limits set forth elsewhere in this chapter are not exceeded			
<b>Daylight Plane for lot lines abutting one or more residential zone districts.</b>	Initial Height at side or rear lot line Slope			
		(2)	10	10
		(2)	1:2	1:2

(1) The yard shall be planted and maintained as a landscaped screen, excluding area required for site access.  
(2) The initial height and slope shall be identical to those of the residential zone abutting the site line in question.  
(3) The maximum height within 150 feet of any abutting residential zone district shall not exceed the height limit of the abutting residential district.  
(4) The minimum street setback shall be equal to the residentially zoned setback for 150 feet from the abutting single-family or multiple family development.  
(5) FAR may be increased with transfers of development and/or bonuses for seismic and historic rehabilitation upgrades, not to exceed a total site FAR of 3.0:1 in the CD-C subdistrict or 2.0:1 in the CD-S or CD-N subdistricts.

### (b) Mixed Use

Table 4 specifies the development standards for new residential mixed use developments. These developments shall be designed and constructed in compliance with the following requirements and the context-based design criteria outlined in 18.18.110, provided that more restrictive regulations may be recommended by the architectural review board and approved by the director of planning and community environment, pursuant to Section 18.76.020:

**Table 4: Mixed Use Development Standards**

	CD-C	CD-S	CD-N	Subject to regulations in Section:

	CD-C	CD-S	CD-N	Subject to regulations in Section:
<b>Minimum Setbacks</b>				<i>Setback lines imposed by a special setback map pursuant to Chapter 20.08 of this code may apply</i>
Front Yard (ft)	No requirement	10'		
Rear Yard (ft)	10' for residential portion; no requirement for commercial portion			
Interior Side Yard (ft)	No requirement	10' if abutting residential zone	10' if abutting residential zone	
Street Side Yard (ft)	No requirement	5'	5'	
Permitted Setback Encroachments	Balconies, awnings, porches, stairways, and similar elements may extend up to 6' into the setback. Cornices, eaves, fireplaces, and similar architectural features (excluding flat or continuous walls or enclosures of interior space) may extend up to 4' into the front and rear setbacks and up to 3' into interior side setbacks			
<b>Maximum Site Coverage</b>	No requirement	50%	50%	
<b>Landscape Open Space Coverage</b>	20%	30%	35%	
<b>Usable Open Space</b>	200 sq ft per unit for 5 or fewer units <sup>(1)</sup> , 150 sq ft per unit for 6 units or more <sup>(1)</sup>			
<b>Maximum Height (ft)</b>				
Standard	50'	50'	35'	
Within 150 ft. of an abutting residential zone	40 <sup>(4)</sup>	40 <sup>(4)</sup>	35 <sup>(4)</sup>	
<b>Daylight Plane for lot lines abutting one or more residential zoning districts or a residential PC district</b>	Daylight plane height and slope identical to those of the most restrictive residential zone abutting the lot line			
<b>Residential Density (net)<sup>(2)</sup></b>	40	30	30	
<b>Maximum Residential Floor Area Ratio (FAR)</b>	1.0:1 <sup>(3)</sup>	0.6:1	0.5:1	
<b>Maximum Nonresidential Floor Area Ratio (FAR)</b>	1.0:1 <sup>(3)</sup>	0.4:1	0.4:1	
<b>Total Floor Area Ratio (FAR)<sup>(3)</sup></b>	2.0:1 <sup>(3)</sup>	1.0:1 <sup>(3)</sup>	0.9:1 <sup>(3)</sup>	18.18.070
<b>Parking Requirement</b>	See Chapter 18.83 (Parking)			Chapter 18.83

	CD-C	CD-S	CD-N	Subject to regulations in Section:
(1)				
(2)				
(3)				
(4)				

(1) Required usable open space: (1) may be any combination of private and common open spaces; (2) does not need to be located on the ground (but rooftop gardens are not included as open space); (3) minimum private open space dimension 6'; and (4) minimum common open space dimension 12'. Residential density shall be computed based upon the total site area, irrespective of the percent of the site devoted to commercial use. There shall be no deduction for that portion of the site area in nonresidential use.

(2) FAR may be increased with transfers of development and/or bonuses for seismic and historic rehabilitation upgrades, not to exceed a total site FAR of 3.0:1 in the CD-C subdistrict or 2.0:1 in the CD-S or CD-N subdistrict.

(3) For sites abutting an RM-40 zoned residential district or a residential Planned Community (PC) district, maximum height may be increased to 50 feet.

(1) Residential and nonresidential mixed use projects shall be subject to site and design review in accord with Current Code Chapter 18.82, except that mixed use projects with four or fewer units shall only require review and approval by the architectural review board

(2) Nonresidential uses that involve the use or storage of hazardous materials in excess of the exempt quantities prescribed in Title 15 of the Municipal Code, including but not limited to dry cleaning plants and auto repair, are prohibited in a mixed use development with residential uses.

**(c) Exclusively Residential Uses**

Exclusively residential uses are generally prohibited in the CD district and subdistricts. Such uses are allowed, however, where a site is designated as a Housing Opportunity Site in the Housing Element of the Comprehensive Plan. Such sites shall be developed pursuant to the regulations for the multi-family zone designation (RM-15, RM-30, or RM-40) identified for the site in the Housing Element.

**(d) Hotel Regulations**

(1) Hotels, where they are a permitted use and generate transient occupancy tax (TOT), may develop to a maximum FAR of 2.0:1.

(2) Hotels may include residential condominium use, subject to:

(A) No more than 25% of the floor area shall be devoted to condominium use;

(B) No more than 25% of the total number of lodging units shall be devoted to condominium use; and

(C) A minimum FAR of 1.0 shall be provided for the hotel/condominium building(s).

**(e) Exempt Floor Area**

When a building is being expanded, square footage which, in the judgement of the chief building official, does not increase the usable floor area, and is either necessary to conform the building to Title 24 of the California Code of Regulations, regarding handicapped

access, or is necessary to implement the historic rehabilitation of the building, shall not be counted as floor area.

**(f) Restrictions on Office Uses**

- (1) In all CD subdistricts, no medical, professional, or general business office shall be located on the ground floor, except such offices which:
  - (A) Have been in continuously in existence in that space since March 19, 2001, and, as of such date, were neither non-conforming nor in the process of being amortized pursuant to Current Code Chapter 18.95;
  - (B) Occupy a space that was not occupied by housing, retail services, eating and drinking services, personal services, or automotive service on March 19, 2001 or thereafter;
  - (C) Occupy a space that was vacant on March 19, 2001;
  - (D) Are located in new or remodeled ground floor areas built on or after March 19, 2001 if the ground floor area devoted to housing, retail services, eating and drinking services, personal services, and automobile services does not decrease; or
  - (E) Are on a site located in an area subject to a Specific Plan or Coordinated Area Plan, which specifically allows for such ground floor medical, professional, or general business offices.
- (2) In the CD-S and CD-N subdistricts, the following requirements shall apply to office uses:
  - (A) No new gross square footage of a medical, professional, general business, or administrative office use shall be allowed, once the gross square footage of such office uses, or any combination of such uses, on a site has reached 5,000 square feet.
  - (B) No conversion of gross square footage from any other use to a medical, professional, general business, or administrative office use shall be allowed once the gross square footage of such office uses, or any combination of such uses, on a site has reached 5,000 square feet.

**(g) Restrictions on Size of Commercial Establishments in CD-N Subdistrict**

In the CD-N subdistrict, permitted commercial uses shall not exceed the floor area per individual use or business establishment shown in Table 4. Such uses may be allowed to exceed the maximum establishment size, subject to the issuance of a conditional use permit in accordance with Current Code Chapter 18.90. The maximum establishment size for any conditional use shall be established by the zoning administrator and specified in the conditional use permit for such use.

**Table 4: Maximum Size of Establishment**

Type of Establishment	Maximum Size (ft <sup>2</sup> )
Personal Services	2,500
Retail services, except grocery stores	15,000
Grocery stores	20,000
Eating and drinking services	5,000

**(h) Outdoor Sales and Storage.**

The following regulations shall apply to outdoor sales and storage in the CD district:

**(1) CD-C Subdistrict**

In the CD-C subdistrict, the following regulations apply:

- (A) Except in shopping centers, all permitted office and commercial activities shall be conducted within a building, except for:
  - (i) Incidental sales and display of plant materials and garden supplies occupying no more than 2,000 square feet of exterior sales and display area,
  - (ii) Outdoor eating areas operated incidental to permitted eating and drinking services,
  - (iii) Farmers' markets which have obtained a conditional use permit, and
  - (iv) Recycling centers that have obtained a conditional use permit.
- (B) Any permitted outdoor activity in excess of 2,000 square feet shall be subject to a conditional use permit.
- (C) Exterior storage shall be prohibited, except recycling centers which have obtained a conditional use permit.

**(2) CD-S Subdistrict**

In the CD-S subdistrict, outdoor sales and display of merchandise, and outdoor eating areas operated incidental to permitted eating and drinking services shall be permitted subject to the following regulations:

- (A) Outdoor sales and display shall not occupy a total site area exceeding the gross building floor area on the site, except as authorized by a conditional use permit.
- (B) Areas used for outdoor sales and display of motor vehicles, boats, campers, camp trailers, trailers, trailer coaches, house cars, or similar conveyances shall

meet the minimum design standards applicable to off-street parking facilities with respect to paving, grading, drainage, access to public streets and alleys, safety and protective features, lighting, landscaping, and screening.

- (C) Exterior storage shall be prohibited, unless screened by a solid wall or fence of between 5 and 8 feet in height.

**(3) CD-N Subdistrict**

In the CD-N subdistrict, all permitted office and commercial activities shall be conducted within a building, except for:

- (A) Incidental sales and display of plant materials and garden supplies occupying not more than 500 square feet of exterior sales and display area, and  
(B) Farmers' markets that have obtained conditional use permits.

**(i) Employee Showers**

Employee shower facilities shall be provided for any new building constructed or for any addition to or enlargement of any existing building as specified in Table 5.

**Table 5: Employee Showers Required**

Uses	Gross Floor Area of New Construction (ft <sup>2</sup> )	Showers Required
Medical, Professional, and General Business Offices, Financial Services, Business and Trade Schools, and General Business Services	0-9,999	No requirement
	10,000-19,999	1
	20,000-49,999	2
	50,000 and up	4
Retail Services, Personal Services, and Eating and Drinking Services	0-24,999	No requirement
	25,000-49,999	1
	50,000-99,999	2
	100,000 and up	4

**(j) Nuisances Prohibited**

All uses, whether permitted or conditional, shall be conducted in such a manner as to preclude nuisance, hazard, or commonly recognized offensive conditions or characteristics, including creation or emission of dust, gas, smoke, noise, fumes, odors, vibrations, particulate matter, chemical compounds, electrical disturbance, humidity, heat, cold, glare, or night illuminations. Prior to issuance of a building permit, or occupancy permit, or at any other time, the building inspector may require evidence that adequate controls, measures, or devices have been provided to ensure and protect the public interest, health, comfort, convenience, safety, and general welfare from such nuisance, hazard, or offensive condition.

**(k) Recycling Storage**

All new development, including approved modifications that add thirty percent or more floor area to existing uses, shall provide adequate and accessible interior areas or exterior

enclosures for the storage of recyclable materials in appropriate containers. The design, construction and accessibility of recycling areas and enclosures shall be subject to approval by the architectural review board, in accordance with design guidelines adopted by that board and approved by the city council pursuant to Section 16.48.070.

## **18.18.070                  Floor Area Bonuses**

### **(a) Available Floor Area Bonuses**

#### **(1) Minor Bonus for buildings not eligible for historic or seismic bonus**

A building that is neither in Historic Category 1 or 2 nor in Seismic Category I, II, or III shall be allowed to increase its floor area by 200 square feet without having this increase count toward the FAR, subject to the restrictions in subsection (b). Such increase in floor area shall not be permitted for buildings that exceed a FAR of 3.0:1 in the CD-C subdistrict or a FAR of 2.0:1 in the CD-N or CD-S subdistricts.

#### **(2) Seismic Rehabilitation Bonus**

A building that is in Seismic Category I, II, or III, and is undergoing seismic rehabilitation, but is not in Historic Category 1 or 2, shall be allowed to increase its floor area by 2,500 square feet or 25% of the existing building, whichever is greater, without having this increase count toward the FAR, subject to the restrictions in subsection (b). Such increase in floor area shall not be permitted for buildings that exceed a FAR of 3.0:1 in the CD-C subdistrict or a FAR of 2.0:1 in the CD-N or CD-S subdistricts.

#### **(3) Historic Rehabilitation Bonus**

A building that is in Historic Category 1 or 2, and is undergoing historic rehabilitation, but is not in Seismic Category I, II, or III, shall be allowed to increase its floor area by 2,500 square feet or 25% of the existing building, whichever is greater, without having this increase count toward the FAR, subject to the restrictions in subsection (b). Such increase in floor area shall not be permitted for buildings that exceed a FAR of 3.0:1 in the CD-C subdistrict or a FAR of 2.0:1 in the CD-N or CD-S subdistricts, except as provided in subsection (5).

#### **(4) Combined Historic and Seismic Rehabilitation Bonus**

A building that is in Historic Category 1 or 2, and is undergoing historic rehabilitation, and is also in Seismic Category I, II, or III, and is undergoing seismic rehabilitation, shall be allowed to increase its floor area by 5,000 square feet or 50% of the existing building, whichever is greater, without having this increase count toward the FAR, subject to the restrictions in subsection (b). Such increase in floor area shall not be permitted for buildings that exceed a FAR of 3.0:1 in the CD-C subdistrict or a FAR of 2.0:1 in the CD-N or CD-S subdistricts, except as provided in subsection (5).

#### **(5) Historic Bonus for Over-Sized buildings**

A building in Historic Category 1 or 2 that is undergoing historic rehabilitation and that currently exceeds a FAR of 3.0:1 if located in the CD-C subdistrict or 2.0:1 if located in the CD-S or CD-N subdistricts shall nevertheless be allowed to obtain a

floor area bonus of 50% of the maximum allowable floor area for the site of the building, based upon a FAR of 3.0:1 if in the CD-C subdistrict and a FAR of 2.0:1 in the CD-S and CD-N subdistricts, subject to the restrictions in subsection (b) and the following limitation:

- (A) The floor area bonus shall not be used on the site of the Historic Category 1 or 2 building, but instead may be transferred to another property or properties under the provisions of Section 18.18.080.

**(b) Restrictions on Floor Area Bonuses**

The floor area bonuses in subsection (a) shall be subject to the following restrictions:

- (1) All bonus square footage shall be counted as square footage for the purposes of the 350,000 square foot limit on development specified in Section 18.18.040.
- (2) All bonus square footage shall be counted as square footage for the purposes of the project size limit specified in Section 18.18.060 (a).
- (3) In no event shall a building expand beyond a FAR of 3.0:1 in the CD-C subdistrict or a FAR of 2.0:1 in the CD-S or CD-N subdistrict.
- (4) The bonus shall be allowed on a site only once.
- (5) For sites in Seismic Category I, II, or III, seismic rehabilitation shall conform to the analysis standards referenced in Chapter 16.42 of this code.
- (6) For sites in Historic Category 1 or 2, historic rehabilitation shall conform to the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR §67.7).
- (7) For sites in both Seismic Category I, II, or III and Historic Category 1 or 2, no bonus shall be granted unless the project includes both seismic and historic rehabilitation conforming to the standards in subsections (5) and (6).
- (8) For sites in both Seismic Category I, II, or III and Historic Category 1 or 2, a bonus granted under this section that will be used on-site is subject to the following requirements:
  - (A) The city council must approve on-site use of such a FAR bonus. Such approval is discretionary, and may be granted only upon making both of the following findings:
    - (i) The exterior modifications for the entire project comply with the U.S. Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR §67.7); and
    - (ii) The on-site use of the FAR bonus would not otherwise be inconsistent with the historic character of the interior and exterior of the building and site.
  - (B) The applicant for on-site use of a cumulative floor area bonus shall have the burden of demonstrating the facts necessary to support the findings required for council approval.

**(c) Transfer of Floor Area Bonuses**

The floor area bonuses described in subsection (a), except the floor area bonus in subsection (a)(1), may be transferred to a non-historic receiver site as described in Section 18.18.080. Such transfer shall not be subject to the discretionary council approval set forth in subsection (b)(8).

**(d) Procedure for Granting of Floor Area Bonuses**

The floor area bonuses described in subsection (a), except the bonus described in subsection (a)(1), shall be granted in accordance with the following requirements:

- (1) An application for such floor area bonus(es) must be filed with the director of planning and community environment in the form prescribed by the director, stating the amount of such bonus(es) applied for, the basis therefor under this section, and the extent to which such bonus(es) are proposed to be used on-site and/or for transfer. An application for floor area bonus for rehabilitation of a Category 1 or 2 historic building shall include a historic structure report, prepared by a qualified expert, retained by the city, at the applicant's expense, in accordance with the standards and guidelines of the California State Office of Historic Preservation. It shall also include a plan for rehabilitation; if any part of the existing building is proposed to be removed or replaced, the historic rehabilitation project plans submitted for review shall clearly show and identify any and all material proposed for removal or replacement.
- (2) The city may retain an expert in historic rehabilitation or preservation, at the applicant's expense, to provide the city with an independent evaluation of the project's conformity with the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings."
- (3) The historic resources board shall review the historic structure report, the historic rehabilitation project plans, and, if required, the expert independent evaluation of the project, and make a recommendation to the director of planning and community environment on the project's conformity with the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings."
- (4) Upon completion of such an application, written determination of the sender site's eligibility for bonus(es) shall be issued by the director of planning and community environment or the director's designee, based upon the following:
  - (A) In the case of a floor area bonus for seismic rehabilitation, the chief building official has made a determination that the project complies with or exceeds the analysis standards referenced in Chapter 16.42 of this code;
  - (B) In the case of the floor area bonus for historic rehabilitation of a building in Historic Category 1 or 2, the director, taking into consideration the recommendations of the historic resources board, has found that the project complies with the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR §67,7); and
  - (C) In the case of a bonus for both seismic and historic rehabilitation that is proposed to be used on-site, the city council has made the findings set forth in subsection (b)(8) of this section.

**(e) Certification of FAR Bonuses**

The floor area bonuses described in subsection (a), except the bonus described in subsection (a)(1), may be used on the site of the proposed seismic and/or historic rehabilitation project and a building permit issued therefor only upon satisfaction of all the requirements in subsection (d) above. Upon determining that the project has been completed as approved, or in the case of city-owned buildings upon completion of all of the requirements of 18.32.090, the director or director's designee shall issue a written certification which shall state the total floor area bonus utilized at the site (in the case of buildings in the CD-Commercial Downtown District), and the amount (if any) of remaining floor area bonus which is eligible for transfer to another site pursuant to the provisions of this Chapter. The certification shall be recorded in the office of the county recorder and a copy shall be provided to the applicant.

As a condition precedent to being credited with a historic rehabilitation floor area bonus whether for use on-site or for transfer, the owner of the site shall enter into an unsubordinated protective covenant running with the land in favor of the city (or, if the city is the owner, in favor of a qualified and disinterested third party), in a form satisfactory to the city attorney, to assure that the property will be rehabilitated and maintained in accordance with the Secretary of Interior's "Standards for Rehabilitation of Historic Buildings," together with the accompanying interpretive "Guidelines for Rehabilitation of Historic Buildings," as they may be amended from time to time.

**18.18.080 Transfer of Development Rights**

**(a) Purpose**

The purpose of this section is to implement the Comprehensive Plan by encouraging seismic rehabilitation of buildings in Seismic Categories I, II, and III, and encouraging historic rehabilitation of buildings or sites in Historic Category 1 and 2, and by establishing standards and procedures for the transfer of specified development rights from such sites to other eligible sites. Except as provided in subsection (e)(1) and for city-owned properties as provided in 18.32.090, this section is applicable only to properties located in the CD district, and is the exclusive procedure for transfer of development rights for properties so zoned.

**(b) Establishment of Forms**

The city may from time to time establish application forms, submittal requirements, fees and such other requirements and guidelines as will aid in the efficient implementation of this chapter.

**(c) Eligibility for Transfer of Development Rights**

Transferable development rights may be transferred to an eligible receiver site upon:

- (1) certification by the city pursuant to Code Section 18.18.070 of the floor area from the sender site which is eligible for transfer, and
- (2) compliance with the transfer procedures set forth in subsection (h).

**(d) Availability of Receiver Sites.**

The city does not guarantee that at all times in the future there will be sufficient eligible receiver sites to receive such transferable development rights.

**(e) Eligible Receiver Sites**

A site is eligible to be a receiver site only if it meets all of the following criteria:

- (1) It is located in the CD commercial downtown district, or is located in a planned community (PC) district if the property was formerly located in the CD commercial downtown district and the ordinance rezoning the property to planned community (PC) approves the use of transferable development rights on the site.
- (2) It is neither an historic site, nor a site containing a historic structure, as those terms are defined in Section 16.49.020(e) of Chapter 16.49 of this code; and
- (3) The site is either:
  - (A) located at least 150 feet from any property zoned for residential use, not including property in planned community zones or in commercial zones within the downtown boundaries where mixed use projects are permitted; or
  - (B) separated from residentially zoned property by a city street with a width of at least 50 feet, and separated from residentially zoned property by an intervening property zoned CD-C, CD-S, or CD-N, which intervening property has a width of not less than 50 feet.

**(f) Limitations On Usage of Transferable Development Rights**

No otherwise eligible receiver site shall be allowed to utilize transferable development rights under this chapter to the extent such transfer would:

- (1) Be outside the boundaries of the downtown parking assessment district, result in a maximum floor area ratio of 0.5 to 1 above what exists or would otherwise be permitted for that site under Section 18.18.060, whichever is greater, or result in total additional floor area of more than 10,000 square feet.
- (2) Be within the boundaries of the downtown parking assessment district, result in a maximum floor area ratio of 1.0 to 1 above what exists, or would otherwise be permitted for that site under Section 18.18.060, whichever is greater, or result in total additional floor area of more than 10,000 square feet.
- (3) Cause the development limitation or project size limitation set forth in Code Section 18.18.040 to be exceeded.
- (4) Cause the site to exceed 3.0 to 1 FAR in the CD-C subdistrict or 2.0 to 1 FAR in the CD-S or CD-N subdistricts.

**(g) Parking Requirements**

The first 5,000 square feet of floor area transferred to a receiver site, whether located in the CD District or in the PC District, shall be exempt from the otherwise-applicable on-site parking requirements. Any additional square footage allowed to be transferred to a

receiver site pursuant to this chapter shall be subject to the parking regulations applicable to the district in which the receiver site is located.

**(h) Transfer Procedure**

Transferable development rights may be transferred from a sender site (or sites) to a receiver site only in accordance with all of the following requirements:

- (1) An application pursuant to Chapter 16.48 of this code for major ARB review of the project proposed for the receiver site must be filed. The application shall include:
  - (A) A statement that the applicant intends to use transferable development rights for the project;
  - (B) Identification of the sender site(s) and the amount of TDRs proposed to be transferred; and
  - (C) Evidence that the applicant owns the transferable development rights or a signed statement from any other owner(s) of the TDRs that the specified amount of floor area is available for the proposed project and will be assigned for its use.
- (2) The application shall not be deemed complete unless and until the city determines that the TDRs proposed to be used for the project are available for that purpose.
- (3) In reviewing a project proposed for a receiver site pursuant to this section, the architectural review board shall review the project in accordance with Section 16.48.120 of this code; however, the project may not be required to be modified for the sole purpose of reducing square footage unless necessary in order to satisfy the criteria for approval under Chapter 16.48 or any specific requirement of the municipal code.
- (4) Following ARB approval of the project on the receiver site, and prior to issuance of building permits, the director of planning and community environment or the director's designee shall issue written confirmation of the transfer, which identifies both the sender and receiver sites and the amount of TDRs which have been transferred. This confirmation shall be recorded in the office of the county recorder prior to the issuance of building permits and shall include the written consent or assignment by the owner(s) of the TDRs where such owner(s) are other than the applicant.

**(i) Purchase or Conveyance of TDRs – Documentation**

- (1) Transferable development rights may be sold or otherwise conveyed by their owner(s) to another party. However, no such sale or conveyance shall be effective unless evidenced by a recorded document, signed by the transferor and transferee and in a form designed to run with the land and satisfactory to the city attorney. The document shall clearly identify the sender site and the amount of floor area transferred and shall also be filed with the department of planning and community environment.

- (2) Where transfer of TDRs is made directly to a receiver site, the recorded confirmation of transfer described in subsection (h)(4) shall satisfy the requirements of this section.

## **18.18.090                   Parking and Loading**

The provisions of Chapter 18.83 shall apply within the CD district, except the provisions of Chapter 18.83 regarding on-site and off-site parking for non-residential uses within an assessment district wherein properties are assessed under a Bond Plan G financing pursuant to Title 13. With respect to such uses, the following requirements shall apply in the CD district in lieu of the requirements in Chapter 18.83:

### **(a) On-Site Parking Requirement**

Any new development, any addition or enlargement of existing development, or any use of any floor area that has never been assessed under any Bond Plan G financing pursuant to Title 13, shall provide one parking space for each two hundred fifty gross square feet of floor area, except as may be exempt from such requirement by the provisions of subsection (b) of this section. The purpose of this subsection is to regulate the number of parking spaces required. Requirements for the size and other design criteria for parking spaces shall continue to be governed by the provisions of Chapter 18.83.

### **(b) Exceptions to On-Site Parking Requirement**

The requirement for on-site parking provided in subsection (a) of this section shall not apply in the following circumstances:

- (1) The following square footage shall be exempt from the on-site parking requirement of subsection (a):
  - (A) Square footage for handicapped access which does not increase the usable floor area, as determined by Code Section 18.18.060(e);
  - (B) An increase in square footage in conjunction with seismic or historic rehabilitation, pursuant to Code Section 18.18.070;
  - (C) An increase in square footage for buildings not in Seismic Category I, II, or III or Historic Category 1 or 2 pursuant to Code Section 18.18.070(a)(1);
  - (D) Square footage for at or above grade parking, though such square footage is included in the FAR calculations in Section 18.18.060(a).
- (2) A conversion to commercial use of a historic building in Categories 1 and 2 shall be exempt from the on-site parking requirement in subsection (a), provided that the building is fifty feet or less in height and has most recently been in residential use. Such conversion, in order to be exempt, shall be done in conjunction with exterior historic rehabilitation approved by the director of planning and community environment upon the recommendation of the architectural review board in consultation with the historic resources board. Such conversion must not eliminate any existing on-site parking.
- (3) Vacant parcels shall be exempt from the requirements of subsection (a) of this section at the time when development occurs as provided herein. Such development

shall be exempt to the extent of parking spaces for every one thousand square feet of site area, provided that such parcels were at some time assessed for parking under a Bond Plan E financing pursuant to Chapter 13.16 or were subject to other ad valorem assessments for parking.

- (4) No new parking spaces will be required for a site in conjunction with the development or replacement of the amount of floor area used for nonresidential use equal to the amount of adjusted square footage for the site shown on the engineer's report for fiscal year 1986-87 for the latest Bond Plan G financing for parking acquisition or improvements in that certain area of the city delineated on the map of the University Avenue parking assessment district entitled, "Proposed Boundaries of University Avenue Off-Street Parking Project #75-63 Assessment District, City of Palo Alto, County of Santa Clara, State of California," dated October 30, 1978, and on file with the city clerk. However, square footage which was developed for nonresidential purposes or which has been used for nonresidential purposes but which is not used for such purposes due to vacancy at the time of the engineer's report shall be included in the amount of floor area qualifying for this exemption. No exemption from parking requirements shall be available where a residential use changes to a nonresidential use, except pursuant to subsection (2).

**(c) Off-Site Parking**

Parking required by this chapter may be provided by off-site parking, provided that such off-site parking is within a reasonable distance of the site using it or, if the site is within an assessment district, within a reasonable distance of the assessment district boundary and approved in writing by the director of planning and community environment. The director shall assure that sufficient covenants and guarantees are provided to ensure use and maintenance of such parking facilities, including an enforceable agreement that any development occurring on the site where parking is provided shall not result in a net reduction of parking spaces provided, considering both the parking previously provided and the parking required by the proposed use.

**(d) In-lieu Parking Provisions**

In connection with any expansion of the supply of public parking spaces within the CD commercial downtown district, the city shall allocate a number of spaces for use as "in-lieu parking" spaces to allow development to occur on sites which would otherwise be precluded from development due to parking constraints imposed by monetary contribution to the city to defray the cost of providing such parking. Contributions for each required parking space shall equal the incremental cost of providing a net new parking space in an assessment district project plus cost for the administration of the program, all as determined pursuant to Chapter 16.57 of Title 16 of this code, by the director of planning and community environment, whose decision shall be final. Only sites satisfying one or more of the following criteria, as determined by the director of planning and community environment, shall be eligible to participate in the in-lieu parking program:

- (1) Construction of on-site parking would necessitate destruction or substantial demolition of a designated historic structure;

- (2) The site area is less than 10,000 square feet, but of such an unusual configuration that it would not be physically feasible to provide the required on-site parking;
- (3) The site is greater than 10,000 square feet, but of such an unusual configuration that it would not be physically feasible to provide the required on-site parking;
- (4) The site is located in an area where city policy precludes curb cuts or otherwise prevents use of the site for on-site parking; or
- (5) The site has other physical constraints, such as a high groundwater table, which preclude provision of on-site parking without extraordinary expense.

**(e) Underground Parking**

Underground parking deeper than two levels below grade shall be prohibited unless a soils report or engineering analysis demonstrates that regular pumping of subsurface water will not be required.

**18.18.100 Performance Standards**

In addition to the standards for development prescribed above, all development shall comply with the performance criteria outlined in Chapter 18.64 of the Zoning Ordinance. All mixed use development shall also comply with the provisions of Chapter 18.28 of the Zoning Ordinance.

**18.18.110 Context-Based Design Criteria**

**(a) Contextual and Compatibility Criteria**

Development in a commercial district shall be responsible to its context and compatible with adjacent development, and shall promote the establishment of pedestrian oriented design.

**(1) Context**

- (A) Context as used in this section is intended to indicate relationships between the site's development to adjacent street types, surrounding land uses, and on-site or nearby natural features, such as creeks or trees. Effective transitions to these adjacent uses and features are strongly reinforced by Comprehensive Plan policies.
- (B) The word "context" should not be construed as a desire to replicate existing surroundings, but rather to provide appropriate transitions to those surroundings. "Context" is also not specific to architectural style or design, though in some instances relationships may be reinforced by an architectural response.

**(2) Compatibility**

- (A) Compatibility is achieved when the apparent scale and mass of new buildings is consistent with the pattern of achieving a pedestrian oriented design, and when new construction shares general characteristics and

establishes design linkages with the overall pattern of buildings so that the visual unity of the street is maintained.

- (B) Compatibility goals may be accomplished through various means, including but not limited to:
- (i) the siting, scale, massing, and materials;
  - (ii) the rhythmic pattern of the street established by the general width of the buildings and the spacing between them;
  - (iii) the pattern of roof lines and projections;
  - (iv) the sizes, proportions, and orientations of windows, bays and doorways;
  - (v) the location and treatment of entryways;
  - (vi) the shadow patterns from massing and decorative features;
  - (vii) the siting and treatment of parking; and
  - (viii) the treatment of landscaping.

(b) **Context-Based Design Considerations and Findings**

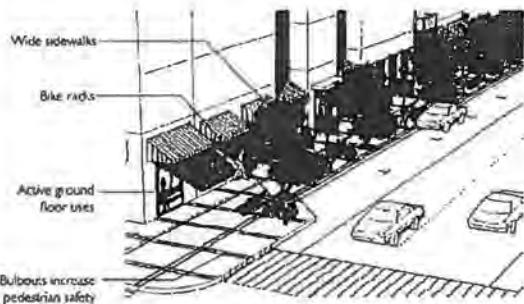
In addition to the findings for Architectural Review contained in Section 18.76.020(d) of the Zoning Ordinance, the following additional findings are applicable in the CD district and subdistricts, as further illustrated on the accompanying diagrams:

(1) **Pedestrian and Bicycle Environment**

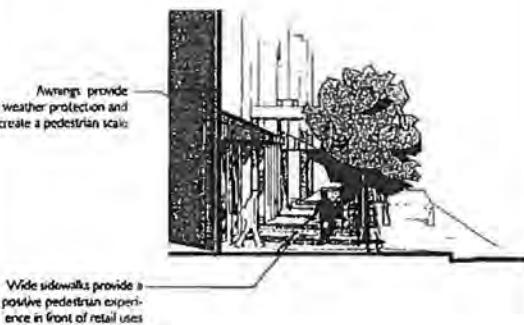
The design of new projects shall promote pedestrian walkability, a bicycle friendly environment, and connectivity through design elements such as:

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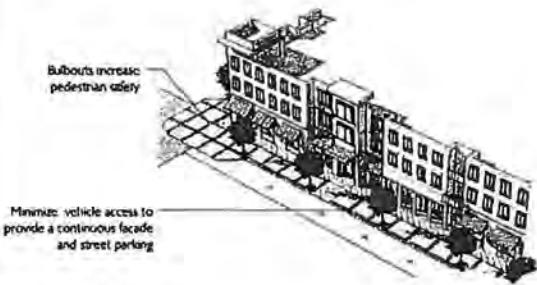
- A. Ground floor uses that are appealing to pedestrians through well-designed visibility and access (Figure 1-1);
- B. On primary pedestrian routes, climate and weather protection where possible, such as covered waiting areas, building projections and colonnades, and awnings (Figure 1-2);
- C. Streetscape or pedestrian amenities that contribute to the area's streetscape environment such as street trees, bulbouts, benches, landscape elements, and public art (Figure 1-3);
- D. Bicycle amenities that contribute to the area's bicycle environment and safety needs, such as bike racks, storage or parking, or dedicated bike lanes or paths (Figure 1-1); and
- E. Vehicle access from alleys or sidestreets where they exist, with pedestrian access from the public street.



(Figure 1-1)



(Figure 1-2)

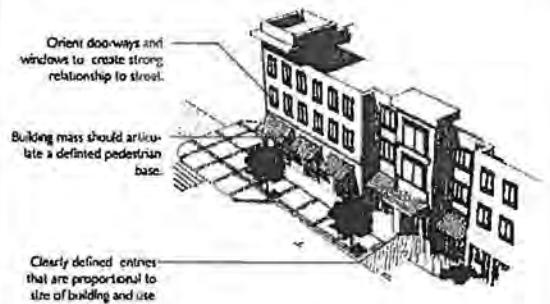


(Figure 1-3)

## (2) Street Building Facades

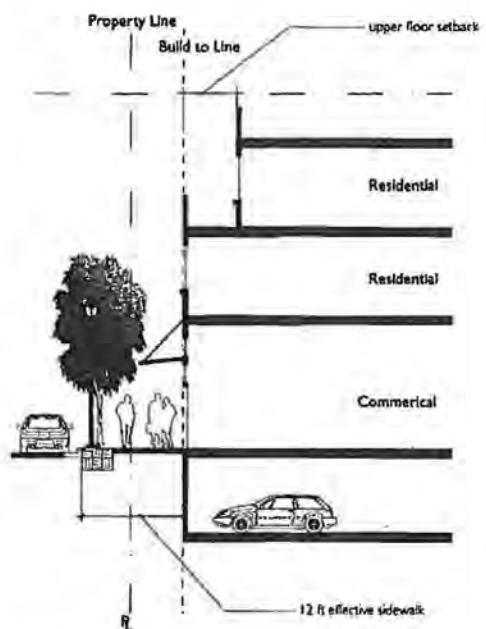
Street facades shall be designed to provide a strong relationship with the sidewalk and the street(s), to create an environment that supports and encourages pedestrian activity through design elements such as:

- A. Placement and orientation of doorways, windows, and landscape elements to create strong, direct relationships with the street (Figure 2-1);
- B. Facades that include projecting eaves and overhangs, porches, and other architectural elements that provide human scale and help break up building mass (Figure 2-2);
- C. Entries that are clearly defined features of front facades, and that have a scale that is in proportion to the size and type of the building and number of units being accessed; larger buildings should have a more prominent building entrance, while maintaining a pedestrian scale;
- D. Residential units and storefronts that have a presence on the street and are not walled-off or oriented exclusively inward;
- E. Elements that signal habitation such as entrances, stairs, porches, bays and balconies that are visible to people on the street;



(Figure 2-1)

- F. All exposed sides of a building designed with the same level of care and integrity;
- G. Reinforcing the definition and importance of the street with building mass; and
- H. Upper floors set back to fit in with the context of the neighborhood.



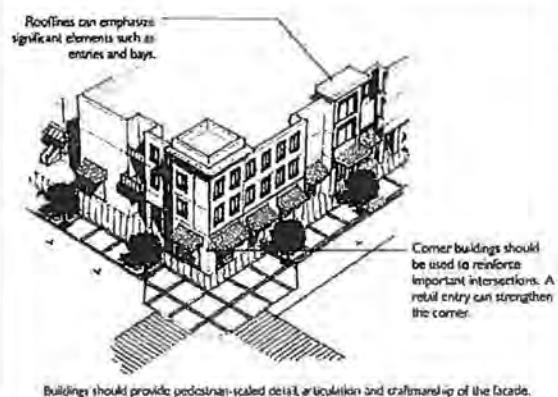
Buildings setback from the property line to create an effective 12' sidewalk on El Camino Real. Upper floors set back to fit in with the context of the neighborhood.

(Figure 2-2)

### (3) Massing and Setbacks

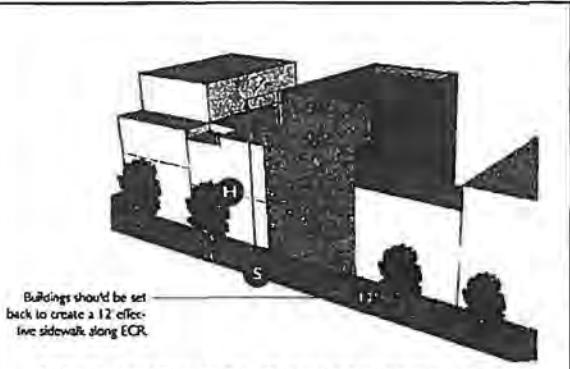
Buildings shall be designed to minimize massing and conform to proper setbacks through elements such as:

- A. Rooflines that emphasize and accentuate significant elements of the building such as entries, bays, and balconies (Figure 3-1);
- B. Design with articulation, setbacks, and materials that minimize massing, break down the scale of buildings, and provide visual interest (Figure 3-1);

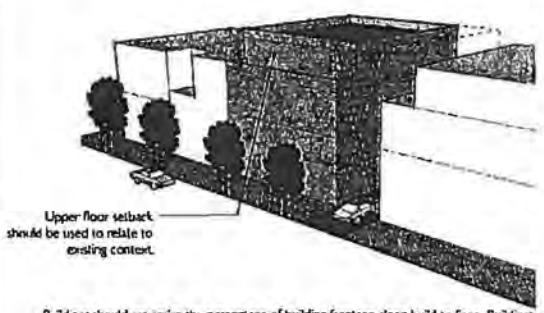


(Figure 3-1)

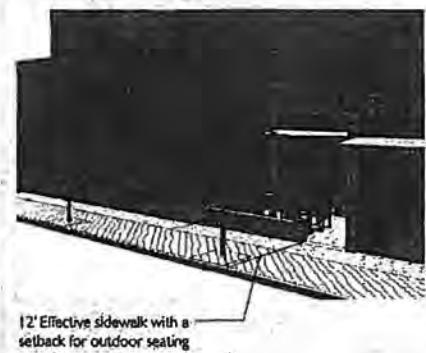
- C. Corner buildings that incorporate special features to reinforce important intersections and create buildings of unique architectural merit and varied styles (Figure 3-1);
- D. Building facades articulated with a building base, body and roof or parapet edge (Figure 3-2);
- E. Buildings set back from the property line to create an effective 12' sidewalk on El Camino Real, 8' elsewhere (Figure 3-4);
- F. A majority of the building frontage located at the setback line (Figure 3-3); and
- G. No side setback for midblock properties, allowing for a continuous street facade, except when abutting low density residential (Figure 3-3).



(Figure 3-2)



(Figure 3-3)

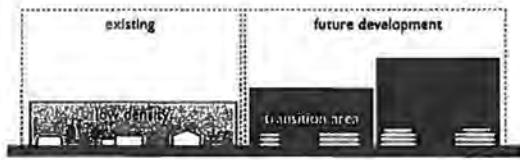


(Figure 3-4)

#### (4) Low-Density Residential Transitions

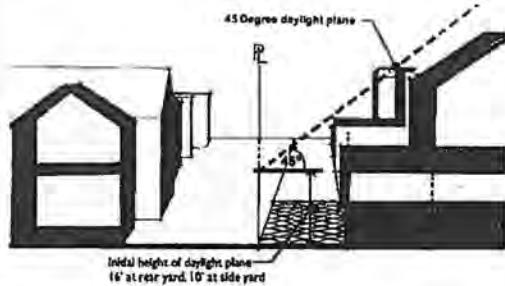
Where new projects are built abutting existing lower-scale residential development, care shall be taken to respect the scale and privacy of neighboring properties through:

- A. Transitions of development intensity from higher density development building types to building types that are compatible with the lower intensity surrounding uses (Figure 4-1);



(Figure 4-1)

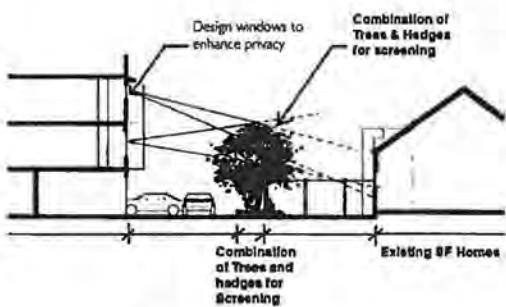
- B. Massing and orientation of buildings that respect and mirror the massing of neighboring structures by stepping back upper stories to transition to smaller scale buildings, including setbacks and daylight planes that match abutting R-1 and R-2 zone requirements (Figure 4-2);



Massing and orientation of buildings that respect and mirror the massing of neighboring structures by stepping back upper stories to transition to smaller scale buildings.

(Figure 4-2)

- C. Respecting privacy of neighboring structures, with windows and upper floor balconies positioned so they minimize views into neighboring properties (Figure 4-3);
- D. Minimizing sight lines into and from neighboring properties (Figure 4-3);
- E. Limiting sun and shade impacts on abutting properties; and
- F. Providing pedestrian paseos and mews to create separation between uses.

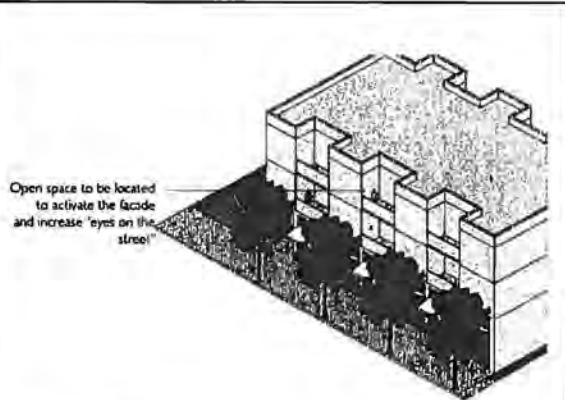


(Figure 4-3)

##### (5) Project Open Space

Private and public open space shall be provided so that it is usable for the residents, visitors, and/or employees of a site.

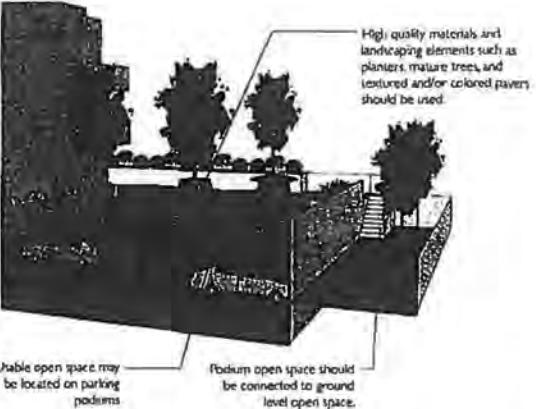
- A. The type and design of the usable private open space shall be appropriate to the character of the building(s), and shall consider dimensions, solar access, wind protection, views, and privacy;
- B. Open space should be sited and designed to accommodate different activities, groups, active and passive uses, and should be located convenient to the users (e.g., residents, employees, or public)
- C. Common open spaces should connect to the pedestrian pathways and existing natural amenities of the site and its surroundings;
- D. Usable open space may be any combination of private and common spaces;
- E. Usable open space does not need to be located on the ground and may be located in porches, decks, balconies and/or podiums (but not on rooftops) (Figure 5-1);
- F. Open space should be located to activate the street façade and increase “eyes on the street” when possible (Figure 5-1);
- G. Both private and common open space areas should be buffered from noise where feasible through landscaping and building placement;



(Figure 5-1)

H. Open space situated over a structural slab/podium or on a rooftop shall have a combination of landscaping and high quality paving materials, including elements such as planters, mature trees, and use of textured and/or colored paved surfaces (Figure 5-2); and

I. Parking may not be counted as open space.



(Figure 5-2)

#### (6) Parking Design

Parking needs shall be accommodated but shall not be allowed to overwhelm the character of the project or detract from the pedestrian environment, such that:

A. Parking is located behind buildings, below grade or, where those options are not feasible, screened by landscaping, low walls, etc.;

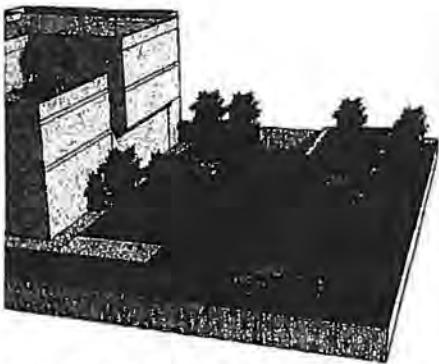
B. Structured parking is fronted or wrapped with habitable uses when possible (Figure 6-1);

C. Parking that is semi-depressed is screened with architectural elements that enhance the streetscape such as stoops, balcony overhangs, and/or art;

D. Landscaping such as trees, shrubs, vines, or groundcover is incorporated into surface parking lots (Figure 6-2);

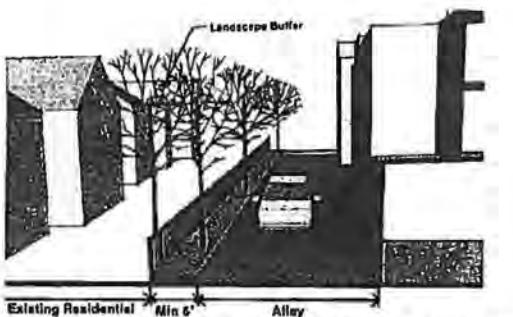


(Figure 6-1)

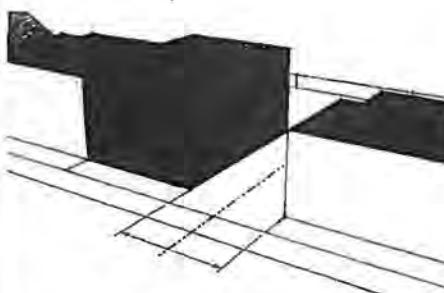


(Figure 6-2)

- E. For properties with parking access from the rear of the site (such as a rear alley or driveway) landscaping shall provide a visual buffer between vehicle circulation areas and abutting properties (Figure 6-3);
- F. Street parking is utilized for visitor or customer parking and is designed in a manner to enhance traffic calming;
- G. For properties with parking accessed from the front, minimize the amount of frontage used for parking access, no more than 25% of the site frontage facing a street should be devoted to garage openings, carports, or open/surface parking (on sites with less than 100 feet of frontage, no more than 25 feet);
- H. Where two parking lots abut and it is possible for a curb cut and driveway to serve several properties, owners are strongly encouraged to enter into shared access agreements (Figure 6-4); and
- I. Parking is accessed from side streets or alleys when possible.

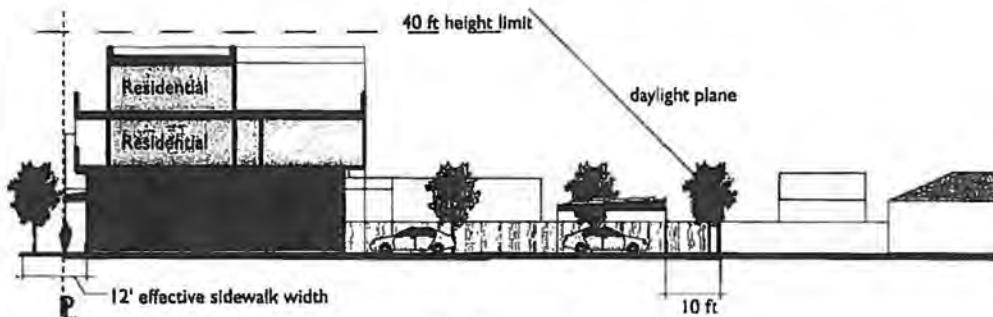


(Figure 6-3)

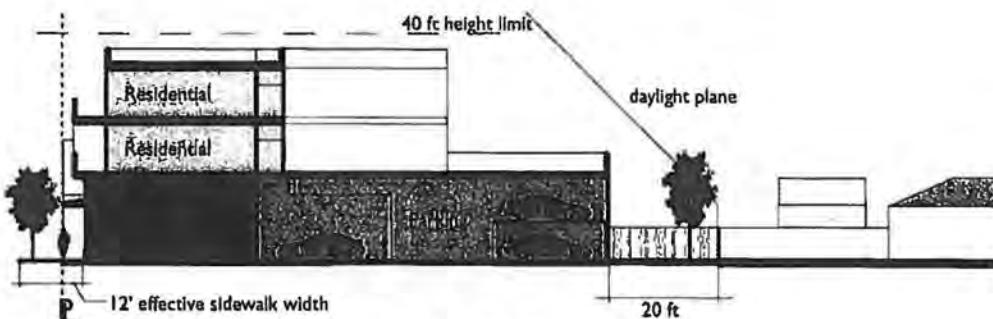


*When possible, adjacent properties are strongly encouraged to share driveways to limit curb cuts.*

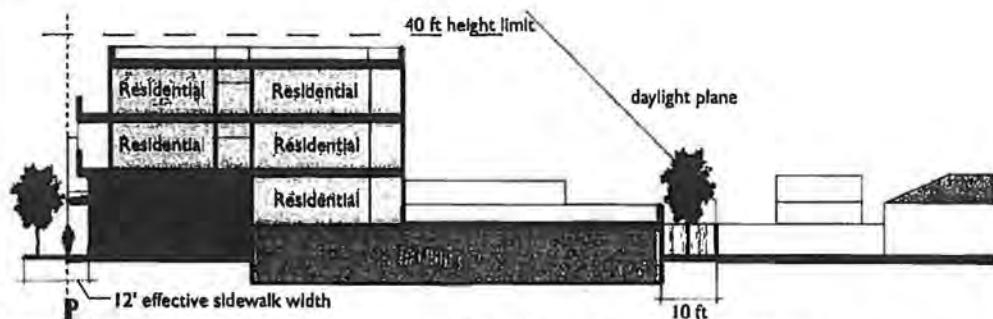
(Figure 6-4)



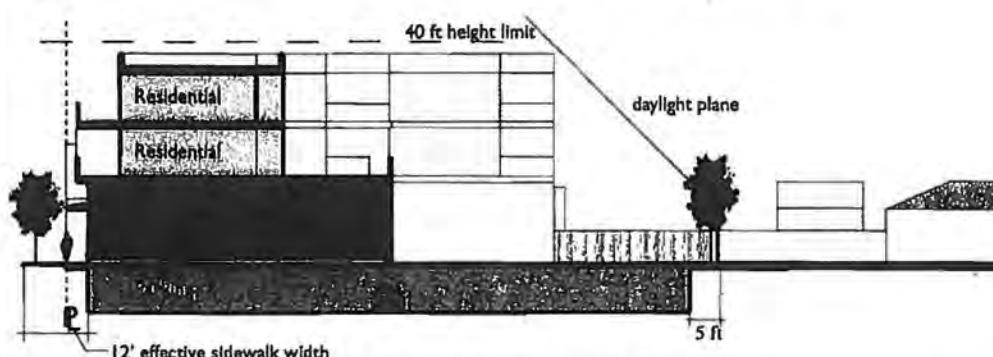
(Figure 6-5: Mixed-Use with Surface Parking)



(Figure 6-6: Mixed-Use with Parking Podium)



(Figure 6-7: Mixed-Use with Partial Sub-Grade Parking Podium)

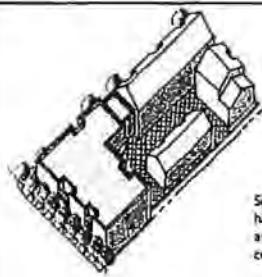


(Figure 6-8: Mixed-Use with Below-Grade Parking Podium)

(7) Large (multi-acre) Sites

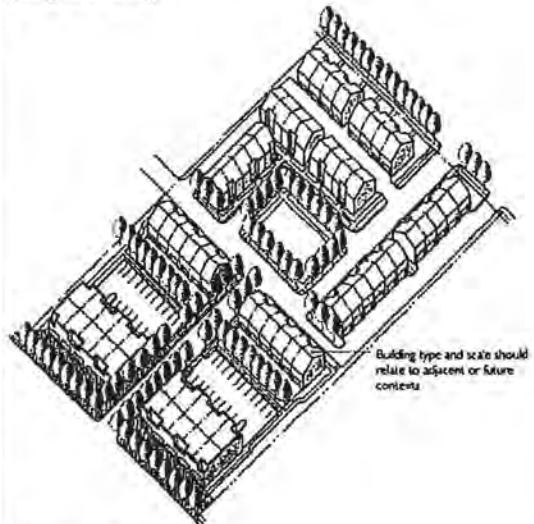
Large (in excess of one acre) sites shall be designed so that street, block, and building patterns are consistent with those of the surrounding neighborhood, and such that:

- A. New development of large sites maintains and enhances connectivity with a hierarchy of public streets, private streets, walks and bike paths (integrated with Palo Alto's Bicycle Master Plan, when applicable);
- B. The diversity of building types increases with increased lot size (e.g., <1 acre = minimum 1 building type; 1-2 acres = minimum 2 housing types; greater than 2 acres = minimum 3 housing types) (Figures 7-1 through 7-3); and
- C. Where a site includes more than one housing type, each building type should respond to its immediate context in terms of scale, massing, and design (e.g., Village Residential building types facing or abutting existing single-family residences) (Figures 7-2 and 7-3).



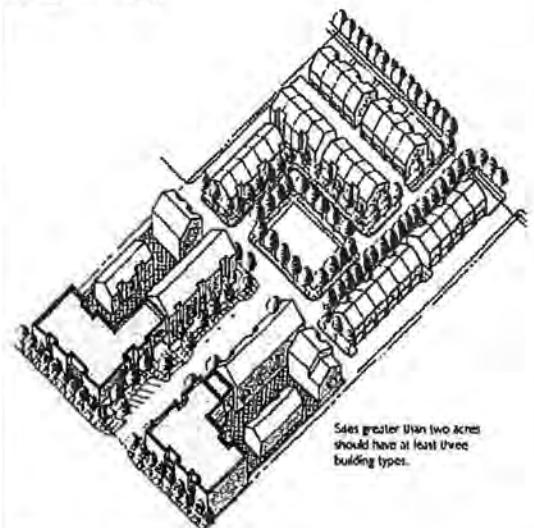
Sites greater than one acre may have 100% residential buildings as part of the mixed-use concept

(Figure 7-1)



Building type and scale should relate to adjacent or future contexts

(Figure 7-2)



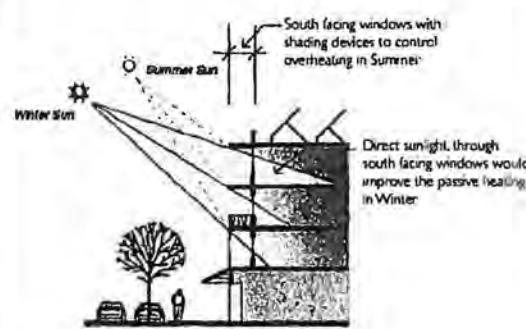
Sites greater than two acres should have at least three building types.

(Figure 7-3)

## (8) Sustainability and Green Building Design

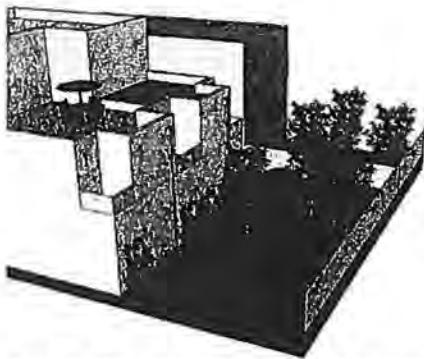
Project design and materials to achieve sustainability and green building design should be incorporated into the project. Green building design considers the environment during design and construction. Green building design aims for compatibility with the local environment: to protect, respect and benefit from it. In general, sustainable buildings are energy efficient, water conserving, durable and nontoxic, with high-quality spaces and high recycled content materials. The following considerations should be included in site and building design:

- A. Optimize building orientation for heat gain, shading, daylighting, and natural ventilation (Figure 8-1).
- B. Design landscaping to create comfortable micro-climates and reduce heat island effects.
- C. Design for easy pedestrian, bicycle, and transit access.
- D. Maximize onsite stormwater management through landscaping and permeable pavement (Figure 8-2).
- E. Use sustainable building materials.
- F. Design lighting, plumbing, and equipment for efficient energy and water use.
- G. Create healthy indoor environments.
- H. Use creativity and innovation to build more sustainable environments. One example is establishing gardens with edible fruits, vegetables or other plants to satisfy a portion of project open space requirements.



Use of Shading Devices to Control Solar loads in Summer and gain Passive heat in Winter.

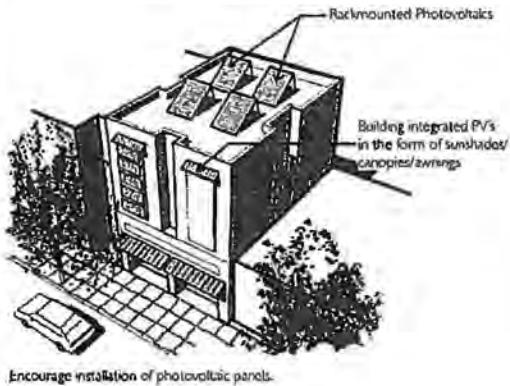
(Figure 8-1)



Minimize stormwater runoff to impermeable areas with landscaping, green roofs, and swales when possible.

(Figure 8-2)

- I. Provide protection for creeks and riparian vegetation and integrate stormwater management measures and open space to minimize water quality and erosion impacts to the creek environment.
  
- J. Encourage installation of photovoltaic panels.



(Figure 8-3)

### **18.18.120 Grandfathered Uses and Facilities**

#### **(a) Grandfathered Uses**

- (1) The following uses and facilities may remain as grandfathered uses, and shall not require a conditional use permit or be subject to the provisions of Chapter 18.94:
  - (A) Any use which was being conducted on August 28, 1986; or
  - (B) A use not being conducted on August 28, 1986, if the use was temporarily discontinued due to a vacancy of 6 months or less before August 28, 1986; or
  - (C) Any office use existing on April 16, 1990 on a property zoned CD and GF combining, which also existed as a lawful conforming use prior to August 28, 1986, notwithstanding any intervening conforming use.
  
- (2) The grandfathered uses in subsection (1) shall be permitted to remodel, improve, or replace site improvements on the same site, for continual use and occupancy by the same use, provided such remodeling, improvement, or replacement:
  - (A) shall not result in increased floor area;
  - (B) shall not shift the building footprint;
  - (C) shall not result in an increase of the height, length, building envelope, or any other increase in the size of the improvement;
  - (D) shall not increase the degree of noncompliance, except pursuant to the exceptions to floor area ratio regulations set forth in Section 18.18.070; or
  - (E) in the case of medical, professional, general business or administrative office uses of a size exceeding 5,000 square feet in the CD-S or CD-N district that are deemed grandfathered pursuant to subsection (1), such remodeling, improvement, or replacement shall not result in increased floor area devoted to such office uses.

- (3) If a grandfathered use deemed existing pursuant to subsection (1) ceases and thereafter remains discontinued for 12 consecutive months, it shall be considered abandoned and may be replaced only by a conforming use.
  - (4) A use deemed grandfathered pursuant to subsection (1) which is changed to or replaced by a conforming use shall not be reestablished, and any portion of a site or any portion of a building, the use of which changes from a grandfathered use to a conforming use, shall not thereafter be used except to accommodate a conforming use.

**(b) Grandfathered Facilities**

- (1) Any noncomplying facility existing on August 28, 1986 and which, when built, was a complying facility, may remain as a grandfathered facility and shall not be subject to the provisions of Chapter 18.94.
  - (2) The grandfathered facilities specified in subsection (1) shall be permitted to remodel, improve, or replace site improvements on the same site, provided such remodeling, improvement, or replacement:
    - (A) shall not result in increased floor area;
    - (B) shall not shift the building foot print;
    - (C) shall not result in an increase of the height, length, building envelope, or any other increase in the size of the improvement;
    - (D) shall not increase the degree of noncompliance, except pursuant to the exceptions to floor area ratio regulations set forth in Section 18.18.070.

SECTION 5. Section 18.94.070(b)(2)(E) (Nonconforming Use – Required Termination) of Title 16 of the City of Palo Alto Municipal Code is amended to read as follows:

**(E) The nonconforming uses of the property at 3200 Park Boulevard/340 Portage Avenue/Olive Avenue for retail, research and development, warehouse, and storage uses are permitted in approximately the same ratio of uses existing as of October 16, 2006, subject to the following limitations: (1) retail uses shall not exceed 60,000 square feet, and (2) truck deliveries and other noisy outdoor activities shall be limited to the hours of 8:00 a.m. to 9:00 p.m. weekdays and 9:00 a.m. to 9:00 p.m. weekends.**

SECTION 6. Section 16.20.120(a) (Signs) of Title 16 of the City of Palo Alto Municipal Code is amended to read as follows:

## **“16.20.120 Freestanding Signs**

Except as otherwise provided in this chapter, every freestanding sign shall comply with the requirements of this section.

(a) **Freestanding signs over five feet.**

Freestanding signs over five feet in height shall be permitted only on nonresidential properties in the GM zones and on El Camino Real in the CN and CS zones and for service stations, restaurants and shopping centers elsewhere.

(1) Area and height. The maximum area and height of such signs is set forth in Table 2.

(2) Location. Every sign shall be wholly on the owner's property, except that for any site that encompasses a minimum of ten (10) acres in size and contains a minimum of 50,000 square feet of retail square footage, but does not have its primary frontage on a freeway, expressway, or major arterial, a freestanding sign may be located offsite on private property with frontage on the nearest major arterial roadway. The sign size and height shall be governed by the criteria set forth in Table 2, using the average site length dimension as the lot frontage for calculation purposes, but in no case shall the sign size exceed fifty (50) square feet. The sign shall comply with all other regulations of this Chapter, the total site signage (including the offsite sign) shall not exceed the total allowed for the site, and all other signs on the offsite property must comply with sign regulations for that site.

(3) Number. Subject to the provisions of Section 16.20.170, there may be one such sign for each frontage and one additional sign for any portion of frontage in excess of two hundred fifty feet. The size of any additional sign shall be determined from Table 2 by counting as frontage that portion thereof which is in excess of two hundred fifty feet. In the case of shopping centers and other multiple occupancies having a common frontage, the frontage shall be deemed to be that of the shopping center or commonly used parcel and not the frontages of the individual businesses or occupancies.

(4) Construction. In addition to the requirements of Section 16.20.190, every such sign shall be constructed wholly of metal, incombustible plastic or other approved fire-resistant material."

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**SECTION 7.** This ordinance shall be effective 30 days after the date of its adoption. Notwithstanding any other provision of this ordinance or the Palo Alto Municipal Code, all applications submitted prior to the effective date of this ordinance shall be subject to the PAMC Title 18 Zoning Regulations in effect on the date the application is received by the City.

INTRODUCED: October 16, 2006

PASSED: November 06, 2006

AYES: BARTON, BEECHAM, CORDELL, DREKMEIER, KISHIMOTO,  
KLEIN, KLEINBERG, MORTON, MOSSAR

NOES:

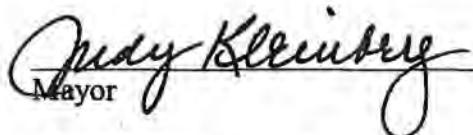
ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

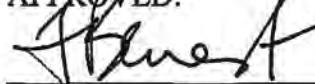
  
Donna J. Rogers  
City Clerk

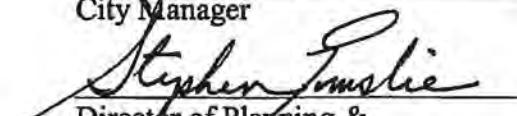
  
Judy Kleinberg  
Mayor

APPROVED AS TO FORM:

  
[redacted]  
Senior Deputy City Attorney

APPROVED:

  
[redacted]  
City Manager

  
Stephen Tomslie  
Director of Planning &  
Community Environment

THE FOREGOING DOCUMENT IS CERTIFIED TO BE  
A CORRECT COPY OF THE ORIGINAL ON FILE

"I CERTIFY OR DECLARE UNDER PENALTY OF  
PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT"

CITY CLERK'S OFFICE  
CITY OF PALO ALTO

12/10/2018  
DATE

  
[redacted]  
SIGNATURE