

PROPOSAL FOR
STATE OF CALIFORNIA
DEPARTMENT OF COMMERCE
OFFICE OF BUSINESS DEVELOPMENT
GRANT
FOR
REDEVELOPMENT PLAN PREPARATION
FOR
THE CITY OF EAST PALO ALTO
RAVENSWOOD INDUSTRIAL PARK
STUDY AREA

**EAST PALO ALTO
REDEVELOPMENT
AGENCY**

2415 UNIVERSITY AVENUE, EAST PALO ALTO, CA 94303
TEL: (415) 853-3100

MEMBERS:
JOHN B. BOSTIC, *Chairperson*
WILLIAM VINES, *Vice Chairperson*
WARNELL COATS
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BARBARA A. MOUTON

June 6, 1989

Ms. Patty Griffin
Office of Local Development
111 North Market Street, Suite 815
San Jose, California 95113

Dear Ms. Griffin:

We are pleased to submit with this letter the proposal for Redevelopment Plan Preparation for the City of East Palo Alto, Ravenswood Industrial Park Study Area. This project encompasses a major step toward redevelopment of the City's industrial area as a modern business center, incorporating a substantial increase in commercial activities and employment.

As you can see in the proposal, the State's grant is anticipated to leverage 9.4 times greater funds from private foundations, a corporation and in-kind contributions. In response to your question about General Plan revisions, both the Housing Element revisions and those revisions focussed on internal consistency of the General Plan constitute milestones in the preparation of the Redevelopment Plan. Adoption of these revisions as well as of a number of other documents marks major steps in Redevelopment Plan preparation. The sections entitled Project Overview, Work Program and the Schedule of Activities describe the Project in detail.

We are sincerely grateful for the time you have taken in responding to our concerns during the preparation of this proposal. We anticipate accomplishment of this project with pride and look forward to your response.

Sincerely,

Stanley H. Hall
Executive Director

SHH/mey

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June 6, 1989

**Prepared by:
Gretchen Hillard
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B. February 1, 1989 Sun Microsystems, Inc. Letter of Agreement Granting the City of East Palo Alto \$50,000	

- C. Resolutions adopted June 5, 1989 authorizing Memorandum of Agreement with Sun Microsystems, Inc., with MOA attached
- D. March 1, 1989 Packard Foundation Letter Allocating \$25,000 to the City of East Palo Alto
- E. May 11, 1989 Agreement from the Hewlett Foundation Authorizing \$25,000 Grant to the City of East Palo Alto
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RAVENSWOOD INDUSTRIAL PARK

PROJECT DESCRIPTION

I. BACKGROUND

A. INTRODUCTION

The City of East Palo Alto intends to create in its industrial area an environment which will accommodate research and development business, office and commercial jobs and other business activity which will create approximately 4,000 new jobs. These jobs in turn will serve as a catalyst to create substantially more jobs and services in the community, both of which will enhance community life.

B. ECONOMIC ANALYSIS

East Palo Alto is a primarily residential city with a high rate of unemployment. An employment survey conducted by the City in July and August 1986 revealed a 14.9% unemployment rate, including discouraged workers. In addition 15.2% of those working were underemployed and 32.6% desired more hours of work. The unemployed workers had been seeking work for an average of 8 weeks, and 59.2% had their last job within the last 12 months.

Two potential sources of employment in East Palo Alto are commercial and industrial development. Both these potential employment sources require substantial development to meet the City residents' needs. Only 39 acres of 73 acres zoned commercial are developed in commercial land uses. Their distribution within East Palo Alto is highly fragmented. All the commercial establishments east of the Bayshore combined do not provide the mix of stores, services and offices considered necessary to sustain one neighborhood shopping center. West of Bayshore the situation is similar but less severe. There is no commercial concentration in East Palo Alto that functions as a community shopping center.

Residents east of Bayshore travel out of the community to do most of their shopping for food, clothing, medical and personal care.

C. RAVENSWOOD INDUSTRIAL PARK STUDY AREA

East Palo Alto's 170 acres of underutilized land has been designated as the Ravenswood Industrial Study Area. A large portion of this area is occupied by auto salvaging uses and is encumbered by poor access and circulation, identified hazardous waste sites, an inadequate storm drainage system, and has many irregularly shaped lots scattered throughout.

East Palo Alto's industrial district is located in the northeasterly corner of the community. At present approximately 79 acres are developed. Rapidly growing electronics and aerospace industries have apparently passed it by due to its relative isolation, lack of visibility and a public concern for employee and business safety.

The area is desirable for commercial and/or industrial development due to rail access and the potential for road access from U.S. 101 and State Route 82, and due to the underdevelopment of much of the area. Major expansion in the research and development industry and the aerospace industry to the south and east has made this area more desirable in recent years.

Development of the area will not only bring a substantial number of new technical, clerical and white collar jobs to East Palo Alto, it will also serve as a catalyst for creating substantially more jobs indirectly related to the project area such as in retail support businesses that will serve the new development, and these jobs will directly benefit the East Palo Alto community.

II. THE PROJECT: Establishing the Ravenswood Industrial Park Redevelopment Project

A. PROJECT OVERVIEW

A major step toward establishing an environment which will accommodate this business activity in the Ravenswood Industrial Park Study Area will be the establishment of a Redevelopment Project Area. Once the Project Area is adopted, the Redevelopment Agency will be able to negotiate and enter into a Disposition and Development Agreement (DDA) with one or more businesses for the development of the area. Also, once a Project Area is established the Agency will be able to accrue tax increment above that collected in its base year, and use those funds for public improvements in the Project Area and for related improvements outside the area and low

and moderate income housing elsewhere. In addition, the City will be able to receive sales taxes and use taxes generated by commercial development on the site. The Agency will be able to acquire land in the Project Area through Owner Participation Agreements and, where necessary, through eminent domain and will also be able to relocate existing businesses where needed. Through the DDA, the Agency will then be able to sell the land to a business developer or developers who in turn agree to construct and develop commercial enterprises or other business activities which are in the City's interest, such as those which bring new jobs to the community. The City has adopted a Memorandum of Agreement to prepare a redevelopment plan and consider designation of a site within that Plan for exclusive negotiations with Sun Microsystems in order to reach agreement on a DDA. The City will work with Sun to develop a mutually agreeable plan for development of the Ravenswood Industrial Park Area.

B. WORK PROGRAM

A large number of activities must be undertaken in order to establish the eligibility of the Project Area as well as to create it as a legal entity. The first steps include setting up the physical boundaries, and an initial statement of the purpose for the Project Area. All affected taxing entities must be provided with these documents, an initial environmental study, and an Environmental Impact Report (EIR), and Notice of Preparation (NOP) based on the Redevelopment Plan. Staff and consultants then begin work on the Preliminary Report, Redevelopment Plan, Report on the Plan and the Draft EIR. The Agency adopts a Conflict of Interest Code and responses to the NOP are received.

Next, the Preliminary Report is completed, adopted and sent to all interested parties. A fiscal review committee is set up. The draft EIR is completed and a Notice of Completion for it is published in newspapers of general circulation. The Draft EIR is circulated with the Draft Plan to all interested agencies and parties. Comments are received. Staff and consultants prepare the General Plan amendments. The Planning Commission studies the General Plan amendments and holds public hearings on them.

A next step is for the Agency to consider and adopt Owner Participation Rules and Relocation Guidelines. The Fiscal Review Committee holds a public hearing on the Plan. The Final EIR is completed by consultants and sent to staff for review. Consultants

complete the Final Redevelopment Plan and the Report on the Plan and transmit these to the Agency staff for review.

A Relocation Appeals Board is appointed. The City Council holds a public hearing on the proposed General Plan Amendments. The Committee submits its report on the Plan. Staff comments on the Fiscal Review Committee Report are sent to the State Department of Housing and Community Development. Next the Planning Commission adopts the Report and Recommendations on the proposed Redevelopment Plan.

A major step then takes place: The City Council and Agency Board meet jointly to consider and hold a public hearing on the Plan, Report on the Plan, the Final EIR, and all recommendations and evidence for and against adoption of the Plan. The Council then adopts the Plan by Ordinance. Staff and consultants prepare for the adoption responses to the Draft EIR. Notice of Determination of the final EIR is filed.

A large portion of the costs for establishing a redevelopment project is generated by essential staff and attorney activities in support of City Council and Agency actions. Another large portion of the activity is undertaken in support of the environmental assessment and review steps. These are reflected in the attached budget. The next section, Section II.C., lists major documents in the adoption process. A detailed projected calendar of activities is provided in Section II.D., entitled "East Palo Alto Redevelopment Agency Schedule of Activities for a Redevelopment Plan for the Ravenswood Industrial Project."

C. CITY OF EAST PALO ALTO RAVENSWOOD INDUSTRIAL PARK WORK PLAN MILESTONES

The Work Plan Milestones chart below lists the major documents which represent milestones in the approval process for the adoption of the Redevelopment Plan. We would be pleased to provide you with other documents listed in the "Proposed Actions..."; however, we consider those listed below to be the primary milestones.

WORK PLAN MILESTONES

<u>DATES</u>	<u>DOCUMENTS TO BE COMPLETED</u>
8/1/89 - 10/31/89	<ol style="list-style-type: none">1. Boundary map and legal description of project area.2. Environmental Impact Report Notice of Preparation.3. Agency resolution to accept Preliminary Plan.
11/1/89 - 1/31/90	<ol style="list-style-type: none">1. Preliminary Report completed and Agency Resolution authorizing transmittal to all entities on City's environmental documentation distribution list.2. Draft Plan and Draft EIR.3. Notice of Completion of Draft EIR.
2/1/90 - 4/30/90	<ol style="list-style-type: none">1. Agency Resolution adopting Rules for Owner Participation and Business Tenant Preference.2. Agency Resolution adopting Relocation Guidelines.
5/1/90 - 7/31/90	<ol style="list-style-type: none">1. Concurrent Resolution by Agency and City Council certifying Final EIR, making Specified Findings, and adopting Mitigation Measure Monitoring Program.2. Final EIR.3. City Council ordinance adopting Redevelopment Plan.

4/14/89

EAST PALO ALTO REDEVELOPMENT AGENCY
SCHEDULE OF ACTIVITIES FOR
ADOPTION OF A REDEVELOPMENT PLAN
FOR THE RAVENSWOOD INDUSTRIAL PROJECT
(1989-90)

PROPOSED
DATES

ACTION

1. 5/15/89 City Council designates survey area (H&S Code Section 33310) and authorizes staff to proceed with Redevelopment Plan adoption process.

Documents: Council Resolution
Map of area
2. 5/16/89 Agency approves retention of redevelopment, economic, environmental*, engineering*, toxics**, and business relocation** consultants.

Documents: Agency resolution

*These consultants may be retained mid to late summer.

**These consultants may be retained as the Plan adoption process progresses (late fall).
3. June - Sept. Agency staff and consultants meet with Agency to discuss policy direction and analyze various plan alternatives.
4. 9/1/89 Consultants prepare draft Preliminary Plan. Engineer prepares boundary map and legal description of project area (H&S Code Section 33327).
5. 9/11/89 Planning Commission (in cooperation with Agency) selects project area, formulates and adopts Preliminary Plan, and submits the Preliminary Plan to Agency (H&S Code Sections 33322 and 33325).

Documents: Planning Commission resolution

**Preliminary Plan
Transmittal Letter**

6. 9/12/89 Legal counsel, engineering consultant and staff prepare and transmit to State Board of Equalization, County Tax Collector, Auditor and Assessor, County Administrator, and all affected taxing entities within Project Area boundaries, the documents required by H&S Code Section 33327.
- Documents: Statement of Plan Preparation
 Legal Description
 Boundary Map
 Transmittal Letters
 Declaration of Mailing
 Fee (only to State Board)
7. 9/12/89 Staff and environmental consultants, with assistance of legal counsel, prepares EIR Initial Study and circulates Notice of Preparation to all responsible agencies, and taxing agencies (14 Cal.Admin Code Sections 15063 and 15082; H&S Code Sections 33333.3).
- Documents: Notice of Preparation.
 Initial Study
8. 9/18/89 City Council establishes procedure for community consultations.
- Document: Council resolution
9. 9/18/89 City Council designates lead and responsible agency for preparation of Environmental Impact Report ("EIR").
- Document: Council resolution
10. 9/19/89 Agency adopts procedural guidelines for the implementation of the California Environmental Quality Act ("CEQA") and designates lead and responsible agency for preparation of EIR.
- Documents: Agency resolutions
11. 9/19/89 Agency establishes procedure for community consultations.
- Document: Agency resolution
12. 9/19/89 Agency informs persons involved in Project planning of interest disclosure requirement, provides for such

disclosure, and adopts Conflict of Interest Code (Gov't Code Section 87300 et. seq.).

Documents: Agency resolution
Conflict of Interest Code

13. 9/19/89 Agency accepts Preliminary Plan and ratifies submission of documents required by H&S Code 33327. Agency authorizes staff and consultants to proceed with preparation of Plan, EIR, Preliminary Report and related documents.

Document: Agency resolution

14. 9/20/89 Staff and consultants begin preparation of Preliminary Report, Plan, Report on Plan and Draft EIR.

15. 9/25/89 Receive notice of complete (or incomplete) filing from State Board of Equalization.

16. 10/2/89 City Council approves Agency's Conflict of Interest Code (Gov't Code Section 87300 et. seq.).

Document: Council resolution
Conflict of Interest Code

17. 10/13/89 Legal counsel reviews Agency, City Council, Planning Commission, and key City staff conflict of interest disclosure statements and advises staff of any potential conflicts.

18. 10/16/89 Responses to EIR Notice of Preparation received.

19. 11/13/89 Staff receives report of County fiscal officer (H&S Code Section 33328).

20. Ongoing Staff and consultants conduct community consultations. (Meetings with civic and business organizations and community workshops.)

21. 11/17/89 Staff and consultants complete Preliminary Report.

Document: Preliminary Report

22. 11/21/89 Agency authorizes transmittal of Preliminary Report, Draft Plan, and Draft EIR (upon completion) to taxing agencies, trustee agencies, and all entities on City's

environmental documentation distribution list (H&S Code Section 33344.5).

Documents: Agency resolution
Preliminary Report
Transmittal Letter

23. 11/22/89 Agency transmits Preliminary Report to taxing agencies.

Documents: Preliminary Report
Transmittal letter
Declaration of Mailing

24. 12/1/89 Staff requests computer print-out mailing list of property owners from County Assessor.

Document: Letter of Request

25. 12/8/89 Taxing entities call for formation of fiscal review committee.

26. 12/11/89 Agency sends letter to taxing agencies calling for first consultation of fiscal review committee (scheduled for 12/20/89 - see Item #28 below).

Documents: Letter
Declaration of Mailing

27. Take to
paper
12/20/89

Staff, with assistance of legal counsel, publishes in newspaper of general circulation the Notice of Completion of Draft EIR (14 Cal.Admin. Code Section 15087(a)(i)). Notice should be prepared and submitted to newspaper at least 3 business days in advance of publication date.

Publish
12/27/89

Document: Notice of Completion
Transmittal letter

28. 12/20/89 Staff commences formal consultations with Fiscal Review Committee (within 15 days after receiving notification that Fiscal Review Committee has been created) (H&S Code Section 33353.3).

29. 12/22/89 Consultants, legal counsel and staff complete Draft Plan and Draft EIR.

Documents: Draft Plan
Draft EIR

30. 12/27/89 Staff submits 10 copies of Draft EIR and Notice of Completion of Draft EIR to State Clearinghouse (with copy of Draft Plan). Consider requesting 30-day review period.
- Documents: Transmittal letter
Notice of Completion
Draft EIR
Draft Plan
31. 12/27/89 Staff transmits Draft Plan and Draft EIR to taxing agencies, City Council, Planning Commission, and Chairperson of Fiscal Review Committee (H&S Code Sections 33333.3, 33353.4 and 33385.5). Fiscal Review Committee must hold hearing not less than 25 days nor more than 40 days from date of receipt of Draft Plan (H&S Code Section 33353.4). (Note: Transmittal of Drafts to City Council and Planning Commission is for information only at this point. Formal transmittal for action occurs in connection with Item #40 below.)
- Documents: Draft Plan
Draft EIR
Transmittal Letter
Declaration of Mailing
32. Beginning of Jan. Staff contacts taxing agencies not participating in fiscal review process to discuss Plan (H&S Code Section 33328). (NOTE: It is important to keep a record of all discussions with taxing agencies for insertion into Report on Plan.)
33. 2/2/90 Prepare and mail notice of Planning Commission public hearing on General Plan amendment to newspaper for publication (NOTE: pursuant to GC 65091, notice must consist of display ad of at least one-eighth page).
- Documents: Notice of Public Hearing
Transmittal letter
34. 2/12/90 Planning Commission consents to holding of public hearing on proposed General Plan amendment.
- Document: Planning Commission resolution
35. 2/13/90 Staff receives comments on Draft EIR. (Assumes 45-day review period.)
36. 2/14/90 Publication of notice of Planning Commission public

hearing on proposed General Plan amendment.

37. 2/20/90 Agency adopts Rules for Owner Participation and Business Tenant Preference (H&S Code Section 33345).
- Documents: Agency resolution
Owner Participation Rules
Business Preference Rules
38. 2/20/90 Agency adopts Relocation Guidelines.
- Document: Agency resolution
Relocation Guidelines
39. 2/20/90 Agency consents to holding of joint public hearing with City Council on proposed Redevelopment Plan, and authorizes publication and mailing of legal notice of joint public hearing (H&S Code Section 33353).
- Documents: Agency resolution
Legal Notice - Joint Hearing
Transmittal letters to
property owners and taxing
entities
40. 2/20/90 Agency authorizes transmittal of Final Plan, Final EIR, and Report on Plan (upon their completion) to City Council for its review and to Planning Commission for its report and recommendation (H&S Code Section 33356).
- Documents: Agency resolution
Final Plan
Final EIR
Report on Plan
Transmittal Letters
41. 2/23/90 Fiscal Review Committee conducts hearing on Plan. Note: this date anticipates the maximum time allowed by law, including 15-day hearing continuation (H&S Code Section 33353.4).
42. 2/26/90 Planning Commission holds public hearing on proposed General Plan amendment (GC 65353).
43. To paper
by 3/1 City Clerk (with assistance from legal counsel) sends notice of joint public hearing to newspaper for publication once a week for four successive weeks. REQUEST GALLEY PROOF (H&S Code Section 33361).

Dates of Publication: 3/16
3/23
3/30
4/6

Documents: Legal Notice of Joint
Public Hearing,
Transmittal Letter

44. 3/2/90 Consultants complete Final EIR and transmit to Agency staff for review.

Documents: Final EIR

45. 3/2/90 Consultants complete Final Redevelopment Plan and Report on Plan and transmit to Agency staff for review.

Documents: Final EIR
Final Plan
Report on Plan

46. 3/5/90 City Council consents to holding of joint public hearing sets time, date, and place of such hearing, and authorizes publication and mailing of notice (H&S Code Section 33353).

Documents: Council resolution
Legal Notice - Joint Hearing

47. 3/5/90 Mayor appoints, and City Council approves Mayor's appointment of, Relocation Appeals Board (H&S Code Section 33417.5).

Document: Council resolution

48. 3/5/90 Council adopts resolution electing to receive portion of tax increment revenue specified in H&S Code Section 33676 (the "2% pass-through") and authorizes staff to transmit resolution as required by law.

Documents: Council resolution
Transmittal letter

49. 3/5/90 City Council consents to holding of public hearing on proposed General Plan Amendment.

Documents: Council resolution
Notice of Public Hearing

50. 3/5/90 Planning Commission prepares and transmits its written recommendation on proposed General Plan amendment to Agency (GC 65354).
- Documents: Report and Recommendation
Transmittal letter
51. 3/14/90 Staff with assistance of legal counsel sends legal notice and letter along with map to property owners and taxing entities via certified mail, return receipt requested (H&S Code Section 33349 and 33350).
- Documents: Legal Notice - Joint Hearing
Transmittal letter
Map
52. 3/20/90 Agency agrees to hold special Agency meeting on April 16 to conduct joint public hearing with City Council on proposed Redevelopment Plan adoption.
- Document: Agency resolution
53. 3/23/90 Legal counsel obtains court reporter for public hearing transcript.
54. 3/26/90 Mail notice of City Council public hearing on proposed General Plan amendment to newspaper.
- Documents: Notice of Public Hearing
Transmittal letter
55. 3/26/90 Fiscal Review Committee submits its report on Plan (must be written within 30 days of conclusion of Fiscal Review Committee hearing on the Plan) (H&S Code Section 33353.5).
56. 4/2/90 Agency staff and legal counsel prepare Agenda for joint public hearing.
- Documents: Agenda
57. 4/4/90 Notice of City Council public hearing on proposed General Plan amendment published (NOTE: pursuant to GC 65091, notice must be display ad of at least one-eighth page).
58. 4/6/90 Staff and consultants prepare response to Fiscal Review Committee report and transmit Fiscal Review Committee

Report and response to Agency and City Council for inclusion in Report on the Plan.

Documents: Transmittal Letters

59. 4/6/90 Staff transmits Fiscal Review Committee report and response to the Dept. of Housing & Community Development (H&S Section 33353.6).

Document: Transmittal letter
Fiscal Review Committee Report
Agency response

60. 4/9/90 Planning Commission adopts Report and Recommendations on proposed Redevelopment Plan and authorizes transmittal to City Council (H&S Code Section 33347).

Documents: Planning Commission resolution
Recommendations and Report

61. 4/10/90 Agency staff transmits to City Council the Planning Commission Report and Recommendations and resolution adopting same for insertion into Report on Plan.

Documents: Transmittal Letter
Report and Recommendations

62. 4/16/90 City Council holds public hearing on and adopts General Plan amendment.

Document: Council resolution
General Plan amendment

63. 4/16/90 Agency and City Council hold joint public hearing on Plan. City Council considers Plan, Report on Plan, Final EIR, report and recommendations of Planning Commission and all evidence for and against the proposed Plan. Hearing closed. (H&S Code Section 33355).
(NOTE: THIS IS A SPECIAL AGENCY MEETING).

Documents: Agenda
Plan
Final EIR
Report on Plan

64. By Staff and consultants prepare responses to all written objections to Plan (H&S Code Section 33363).
5/4/90

- Document: Written Findings and Responses
65. 5/7/90 City Council adopts responses to all written objections to Plan arising at the public hearings. (H&S Code Section 33363).
- Document: Council resolution
Written Findings and Responses
66. 5/7/90 City Council introduces ordinance adopting Plan and concurrent CEQA findings resolution.
- Document: Concurrent resolution of Agency and City Council certifying Final EIR, Making Specified Findings, and Adopting Mitigation Measure Monitoring Program Ordinance (first reading)
67. 5/21/90 City Council adopts Plan by Ordinance.
- Documents: Ordinance (second reading and adoption)
68. 5/22/90 Staff, with assistance of legal counsel, prepares and files EIR Notice of Determination with County Clerk (within 5 days of project approval) (14 Cal. Adm. Code Section 315093).
69. 5/22/90 City Clerk (with legal counsel assistance):
- a) records documents required H&S Code Section 33373;
 - b) notifies Building Department of Plan;
 - c) transmits recorded Ordinance, recorded Statement of Institution and recorded Plan to County Assessor, Auditor, Tax Collector, State Board of Equalization, and taxing agencies (send by certified mail, return receipt requested).
70. 5/22/90 Publication of Ordinance one time in newspaper of general circulation (Govt. Code Section 36933) (Must be published within 15 days after ordinance adopted).
71. 6/20/90 Ordinance effective.

- 72. 6/21/90 Challenge period for EIR approval concludes.
- 73. 7/20/90 Challenge period for Plan adoption concludes.

SCHEDULE/B55102

VICINITY MAP OF EAST PALO ALTO

II. E. (1) Vicinity Map of East Palo Alto

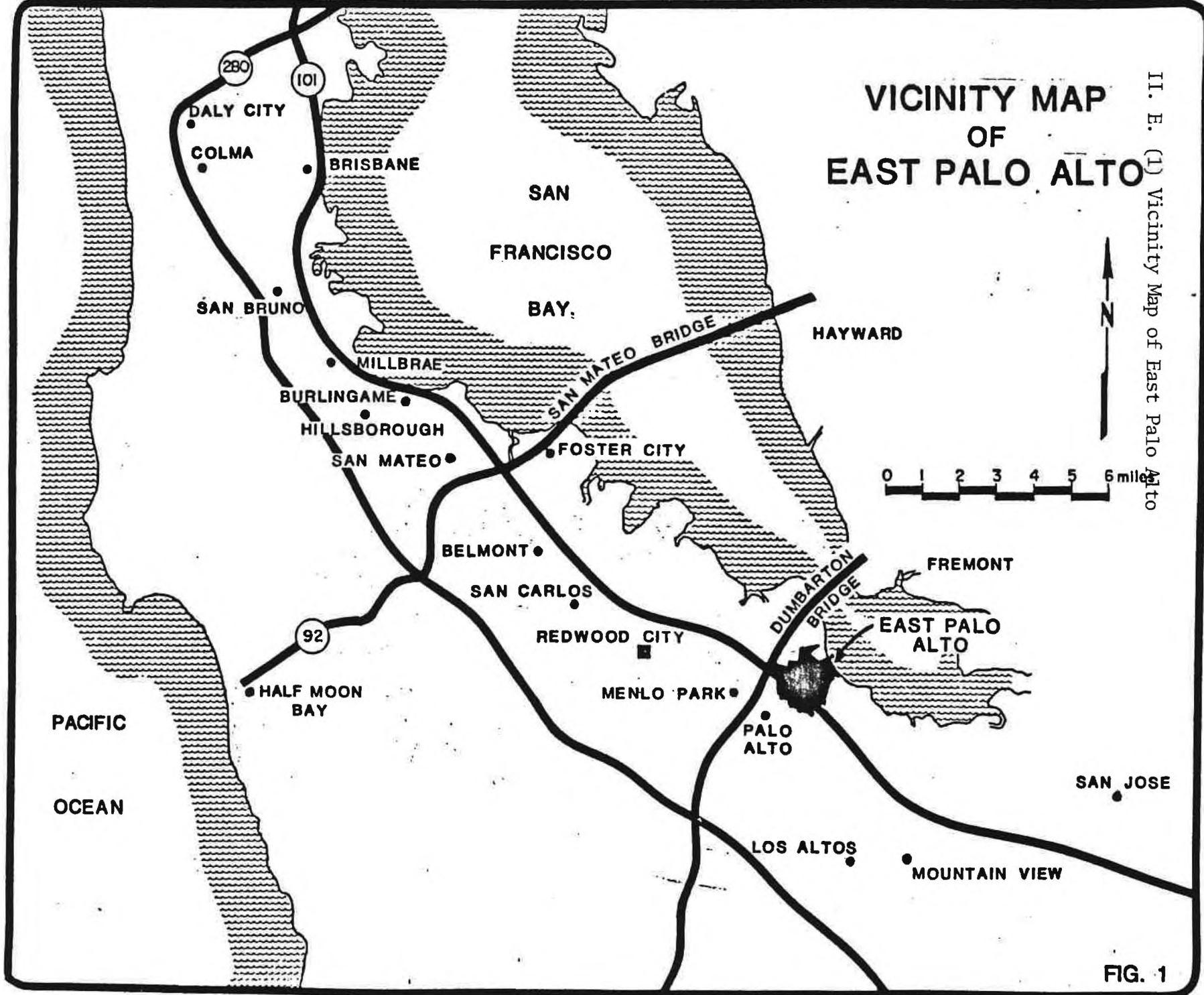


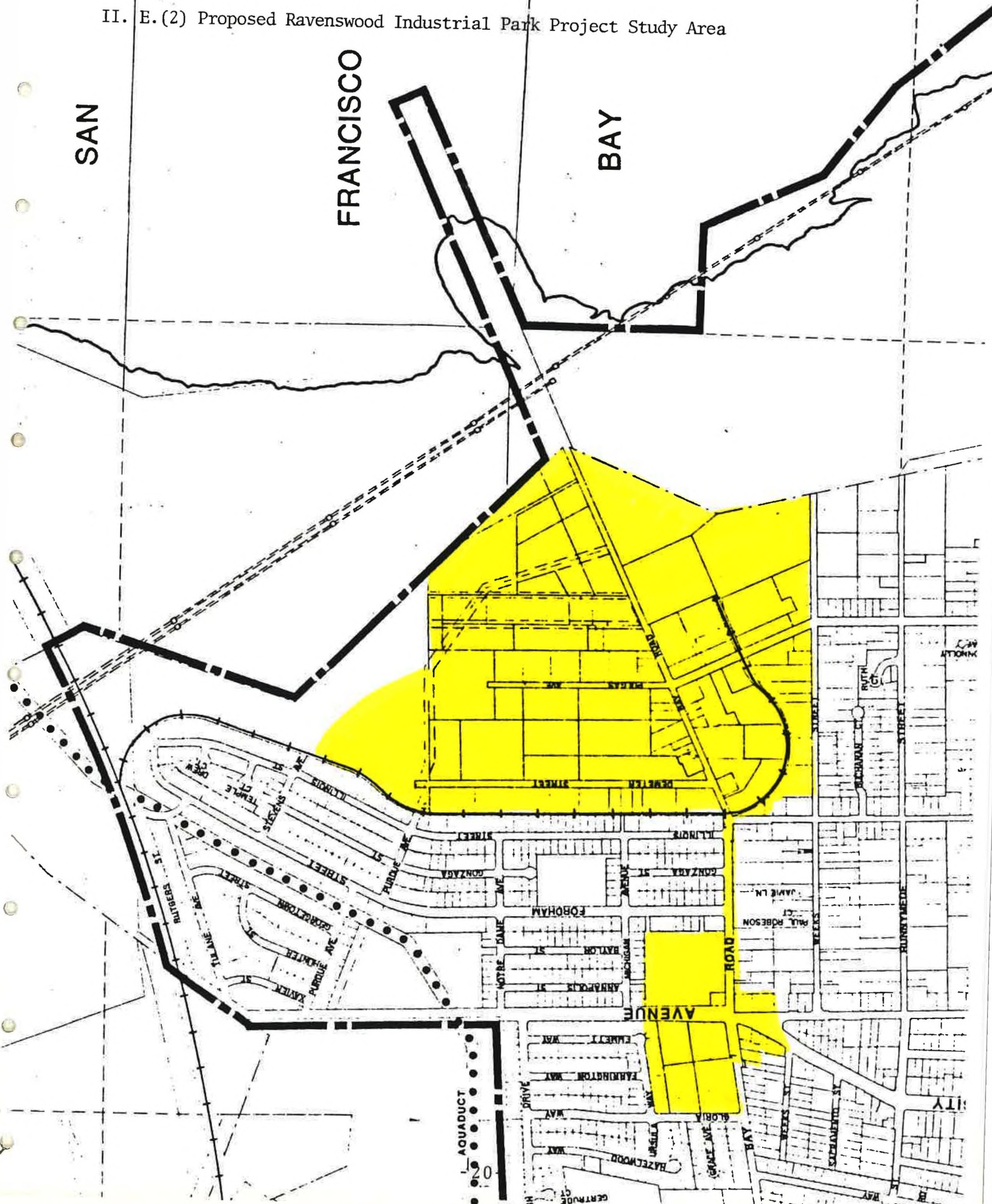
FIG. 1

II. E.(2) Proposed Ravenswood Industrial Park Project Study Area

SAN

FRANCISCO

BAY



III. BUDGET FOR THE PROJECT

A. ESTIMATED SCHEDULE FOR USE OF FUNDS

CITY OF EAST PALO ALTO

RAVENSWOOD INDUSTRIAL AREA - REDEVELOPMENT PROJECT

<u>SOURCE</u>	<u>TOTAL</u>	<u>4/1/89- 7/31/89</u>	<u>8/1/89- 10/31/89</u>	<u>11/1/89- 1/31/90</u>	<u>2/1/90- 4/30/90</u>	<u>5/1/90- 7/31/90</u>
State Grant	\$ 100,000		35,000	30,000	17,500	17,500
Foundations	75,000	25,000	30,000	20,000		
Sun Microsystems	700,000	60,000	120,000	200,000	170,000	150,000
City (In-Kind)	<u>66,810</u>	<u>7,710</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>14,100</u>
TOTALS:	\$ 941,810	92,710	200,000	265,000	202,500	181,600

**B. PROPOSED BUDGET FOR PROJECT TEAM FOR RAVENSWOOD
INDUSTRIAL PARK STUDY AREA, 8/1/89 - 7/31/90**

**STATE DEPARTMENT OF COMMERCE
GRANT DETAIL**

<u>STAFF*</u>	<u>1ST</u> <u>QTR.</u>	<u>2ND</u> <u>QTR.</u>	<u>3RD</u> <u>QTR.</u>	<u>4TH</u> <u>QTR.</u>
Assistant to Redevelopment Project Coordinator (75% of position)	4,700	4,700	4,700	4,700
City Planner (25% of position, including fringes = 33% of pay)	3,400	3,400	3,400	3,400
Secretary (100% of position, including fringes = 25% of pay)	5,250	5,250	5,250	5,250
Public Works Director (12.5% of position, including fringes = 33% of pay)	2,000	2,000	2,000	2,000
<u>CONSULTANTS</u>				
Planning Consultant	12,500	12,500		
Redevelopment Consultant to prepare Report on Redevelop- ment Plan (partial)	11,200			
Temporary Secretaries	<u>600</u>	<u>600</u>	<u>600</u>	<u>600</u>
	\$ 39,650	\$28,450	\$15,950	\$15,950

*Class descriptions are attached.

C. USES OF FOUNDATION AND SUN MICROSYSTEMS GRANTS

FOUNDATION GRANTS*

Redevelopment Coordinator	\$ 20,000
Consultants	20,000
Legal Support	33,530
Survey Work	<u>1,470</u>
	\$ 75,000

SUN MICROSYSTEMS GRANT

Staff	\$200,000
Consultants	450,000
Rent	5,000
Office Supplies and Equipment	<u>45,000</u>
	\$700,000

*It is anticipated that these funds will be spent by 12/31/89. The Sun Microsystems Grant will pick up these costs after 12/31/89.

D. CITY OF EAST PALO ALTO IN-KIND CONTRIBUTIONS

In-Kind Contributions (4/1/89 - 7/31/89)

12.5%	City Manager/Executive Director	\$ 3,300	
12.5%	City Planner	2,330	
12.5%	Assistant to Redevelopment Coordinator	<u>2,080</u>	
	Total 4/1/89 - 7/31/89:		\$ 7,710

In-Kind Contributions (8/1/89 - 7/31/90)

12.5%	City Manager/Executive Director	\$ 9,900	
12.5%	Deputy City Manager	9,100	
12.5%	City Engineer	9,100	
12.5%	City Planner	7,000	
50.0%	Assistant Planner	<u>19,000</u>	
		\$ 54,100	
	Finance Department Support	3,400	
	Agenda Processing	<u>1,600</u>	
		\$ <u>5,000</u>	
	Total 8/1/89 - 7/31/90:		<u>59,100</u>
	TOTAL 4/1/89 - 7/31/90:		\$ 66,810


ATTACHMENTS

SECTION IV.

IV. A.

Resolution Approving Submission of Proposal for State of California, Department of Commerce, Office of Business Development, Grant for Redevelopment Plan Preparation for the City of East Palo Alto, Ravenswood Industrial Park Area will follow.

IV. B. - Signed copy will be provided under separate cover.
February 1, 1989



Mr. William Vines, Mayor and the City Council
CITY OF EAST PALO ALTO
2415 University Avenue
East Palo Alto, CA 94303

Regarding: East Palo Alto Business Park

Dear Ladies and Gentlemen:

SUN Microsystems, Inc. ("SUN") would like to take this opportunity to express our interest in redeveloping approximately 170 acres in the area generally referred to as the East Palo Alto Business Park. We have met with officials and representatives of the City of East Palo Alto (the "City") to discuss SUN's interest in the area and what SUN's locating in East Palo Alto would do for the City. Topics covered during the meetings included, but were not limited to, discussions of the redevelopment process, the preparation of a master plan for the project area, the development of an alternate route from Highway 101 to the Dumbarton Bridge, and the history and business of SUN.

These discussions and preliminary planning have focused on the future development of the area as a high-quality business park with SUN as the major owner and user. We believe that SUN, working with the City, can achieve the rapid development of the area, creating a project which is both visually exciting and economically advantageous for the City. Our proposed project will benefit the City directly by increasing the property tax base and indirectly through the development of commercial establishments to provide services for the site's ultimate work force.

Because of our strong interest in this site, we propose that the City and SUN enter into a preliminary agreement on the following points:

1. Upon execution of this Letter of Agreement, SUN will deliver to the City the sum of \$50,000 for the purpose of funding administrative, consultant and staff overhead costs incurred in planning for redevelopment of the proposed site within the context of a master planned project area covering other areas suitable for redevelopment in the City's discretion. The City will account to SUN for

the expenditures incurred in the planning and review process and will refund any unexpended funds to SUN. SUN also will review any cost overruns incurred by the agency and will fund additional reasonable costs. The time period needed for SUN and the City to perform preliminary due diligence studies is 90 days. During this period, SUN, in addition to performing any studies on the site, will work with the City in developing the general scope of our redevelopment proposal for the project site, including preliminary design and use alternatives. During the due diligence period the City will settle its own priorities with the formulation of a redevelopment area which will include the proposed site.

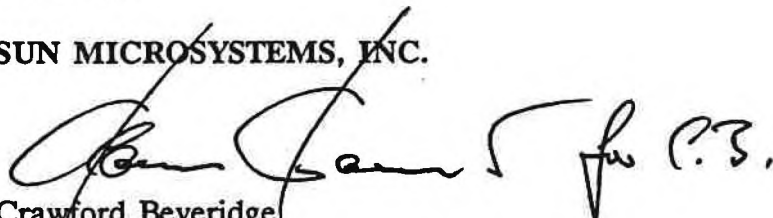
2. A. Within the 90 day period, the City and SUN will execute a Memorandum of Understanding ("MOU") providing for SUN's exclusive right to negotiate a disposition and development agreement, if necessary (as mutually determined by the City and SUN), for the redevelopment of the East Palo Alto Business Park designated site. The MOU will outline the basic terms and conditions of the agreement and the budget by which SUN will fund the cost of the formulation of a redevelopment plan. Upon the execution of the MOU, SUN will deliver to the City the sum of \$150,000 for the reimbursement of the expenses the City will incur in preparing the redevelopment plan. The City will account for the sums so delivered and will refund any unexpended sums to SUN.
 - B. In compliance with the terms and conditions of the MOU, SUN will compensate the City for consultants' services and administrative costs necessary by the City to plan for the funding of a process of the establishment of the redevelopment project and to begin the redevelopment process as it specifically relates to this project area. A budget not to exceed \$500,000, including City fees and consultants' services will be established in advance. Expenditures for such costs will be made in accordance with the budget agreed upon by the parties. Any additional sums required will be based upon a mutually agreed budget amendment which will address all costs to assure successful processing of work by the City and/or its agency.
3. Upon the formation of a redevelopment project area, SUN will deliver to the City the sum of \$50,000. Upon the execution of the disposition and development agreement, SUN will deliver to the City the sum of \$150,000. Both sums will be for the purpose of reimbursing the City for its administrative expenses.

We also agree to meet with the California State Department of Transportation and to work with them to ensure improved freeway access between Highway 101 and Dumbarnton Bridge.

We look forward to hearing from you regarding this proposal at your earliest convenience.

Sincerely,

SUN MICROSYSTEMS, INC.



Crawford Beveridge
Vice President, Corporate Resources

Agreed to this _____ day of _____, 19____

Mr. William Vines, Mayor
CITY OF EAST PALO ALTO

Attested to by:

Stanley H. Hall, City Manager
CITY OF EAST PALO ALTO

CB:ss

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO APPROVING AND AUTHORIZING A MEMORANDUM OF AGREEMENT AMONG THE AGENCY, THE CITY OF EAST PALO ALTO, AND SUN MICROSYSTEMS, INC. REGARDING THE RAVENSWOOD INDUSTRIAL AREA

WHEREAS, by Resolution No. _____ dated March 20, 1989, the East Palo Alto Redevelopment Agency (the "Agency") accepted the terms of a letter of agreement with Sun Microsystems, Inc. ("Sun") calling for preparation of a more detailed and binding Memorandum of Agreement (the "MOA") regarding potential development of property within the Ravenswood Industrial Area; and

WHEREAS, by Resolution No. _____ dated _____, 1989, the City Council of the City of East Palo Alto designated the Ravenswood Industrial Area as a redevelopment survey area pursuant to Health and Safety Code Section 33310 et seq.; and

WHEREAS, staff and legal counsel have prepared an MOA among the the City of East Palo Alto (the "City"), the Agency, and Sun, which MOA is attached to this Resolution as Exhibit A and incorporated herein by this reference; and

WHEREAS, the MOA sets forth the terms and conditions under which a redevelopment plan shall be prepared for the Ravenswood Industrial Area, and negotiations shall be conducted toward the possible designation of a site within the Ravenswood Industrial Area that may be suitable for development by Sun; and

WHEREAS, as more fully set forth in the staff report accompanying this Resolution, the MOA provides for an orderly planning process without commitment of any development rights unless and until it is determined, in the City's and the Agency's discretion, that development of a portion of the Ravenswood Industrial Area by Sun would be compatible with the exercise of any appropriate participation rights by existing property owners and would serve the community development goals and objectives of the City and the Agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the MOA and authorizes and directs the Mayor to execute and deliver, on behalf of the City Council, the MOA in the form attached as Exhibit A.

BE IT FURTHER RESOLVED, that staff is authorized to implement the terms and conditions of the MOA on the City Council's behalf.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of East Palo Alto held on the ____ day of June, 1989 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

, Mayor

ATTEST:

, City Clerk

05/25/89
#B008A/B55102

**A RESOLUTION OF THE EAST PALO ALTO REDEVELOPMENT AGENCY
APPROVING AND AUTHORIZING A MEMORANDUM OF AGREEMENT AMONG
THE AGENCY, THE CITY OF EAST PALO ALTO, AND SUN
MICROSYSTEMS, INC. REGARDING THE RAVENSWOOD INDUSTRIAL
AREA**

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WHEREAS, by Resolution No. _____ dated _____, 1989, the City Council of the City of East Palo Alto designated the Ravenswood Industrial Area as a redevelopment survey area pursuant to Health and Safety Code Section 33310 et seq.; and

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WHEREAS, as more fully set forth in the staff report accompanying this Resolution, the MOA provides for an orderly planning process without commitment of any development rights unless and until it is determined, in the City's and the Agency's discretion, that development of a portion of the Ravenswood Industrial Area by Sun would be compatible with the exercise of any appropriate participation rights by existing property owners and would serve the community development goals and objectives of the City and the Agency.

NOW, THEREFORE, BE IT RESOLVED that the Agency hereby approves the MOA and authorizes and directs the Chairperson to execute and deliver, on behalf of the Agency, the MOA in the form attached as Exhibit A.

BE IT FURTHER RESOLVED, that staff is authorized to implement the terms and conditions of the MOA on the Agency's behalf.

PASSED AND ADOPTED at a ^{Special} ~~regular~~ meeting of the East
Palo Alto Redevelopment Agency held on the ____ day of June,
1989 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

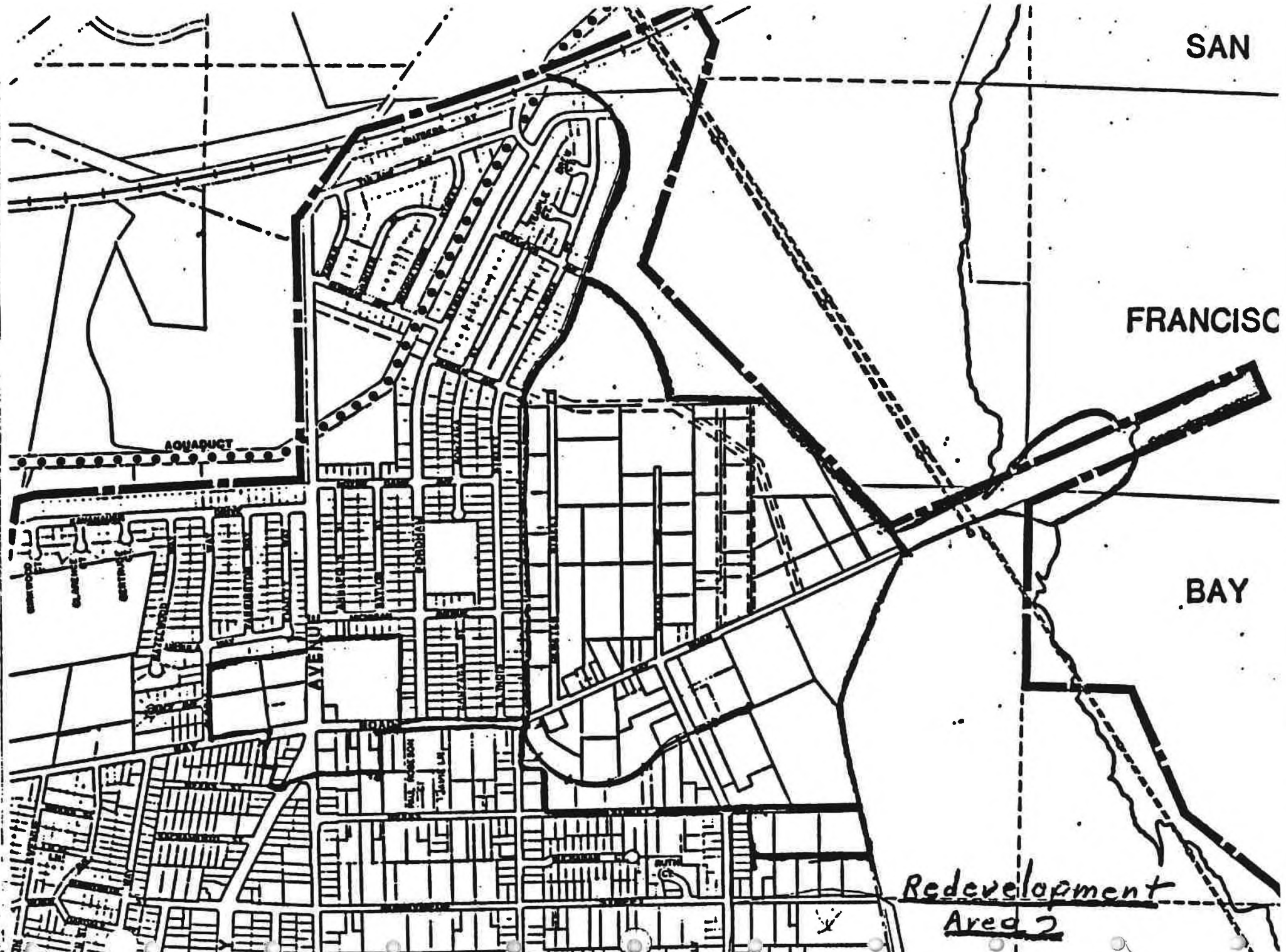
, Chairperson

ATTEST:

, Secretary

05/25/89
#B008/B55102

SURVEY AREA RESOLUTION AND MAP



SAN

FRANCISCO

BAY

AQUADUCT

AVENUE

Redevelopment
Area 2

REDEVELOPMENT PLAN ADOPTION CHECKLIST

4/14/89

EAST PALO ALTO REDEVELOPMENT AGENCY
SCHEDULE OF ACTIVITIES FOR
ADOPTION OF A REDEVELOPMENT PLAN
FOR THE RAVENSWOOD INDUSTRIAL PROJECT

(1989-90)

**PROPOSED
DATES**

ACTION

1. 5/15/89 City Council designates survey area (H&S Code Section 33310) and authorizes staff to proceed with Redevelopment Plan adoption process.

Documents: Council Resolution -do
Map of area
2. 5/16/89 Agency approves retention of redevelopment, economic, environmental*, engineering*, toxics**, and business relocation** consultants.

Documents: Agency resolution

*These consultants may be retained mid to late summer.

**These consultants may be retained as the Plan adoption process progresses (late fall).
3. June - Sept. Agency staff and consultants meet with Agency to discuss policy direction and analyze various plan alternatives.
4. 9/1/89 Consultants prepare draft Preliminary Plan. Engineer prepares boundary map and legal description of project area (H&S Code Section 33327).
5. 9/11/89 Planning Commission (in cooperation with Agency) selects project area, formulates and adopts Preliminary Plan, and submits the Preliminary Plan to Agency (H&S Code Sections 33322 and 33325).

Documents: Planning Commission resolution

**Preliminary Plan
Transmittal Letter**

6. 9/12/89 Legal counsel, engineering consultant and staff prepare and transmit to State Board of Equalization, County Tax Collector, Auditor and Assessor, County Administrator, and all affected taxing entities within Project Area boundaries, the documents required by H&S Code Section 33327.
- Documents: Statement of Plan Preparation
 Legal Description
 Boundary Map
 Transmittal Letters
 Declaration of Mailing
 Fee (only to State Board)
7. 9/12/89 Staff and environmental consultants, with assistance of legal counsel, prepares EIR Initial Study and circulates Notice of Preparation to all responsible agencies, and taxing agencies (14 Cal.Admin Code Sections 15063 and 15082; H&S Code Sections 33333.3).
- Documents: Notice of Preparation
 Initial Study
8. 9/18/89 City Council establishes procedure for community consultations.
- Document: Council resolution
9. 9/18/89 City Council designates lead and responsible agency for preparation of Environmental Impact Report ("EIR").
- Document: Council resolution
10. 9/19/89 Agency adopts procedural guidelines for the implementation of the California Environmental Quality Act ("CEQA") and designates lead and responsible agency for preparation of EIR.
- Documents: Agency resolutions
11. 9/19/89 Agency establishes procedure for community consultations.
- Document: Agency resolution
12. 9/19/89 Agency informs persons involved in Project planning of interest disclosure requirement, provides for such

disclosure, and adopts Conflict of Interest Code (Gov't Code Section 87300 et. seq.).

Documents: Agency resolution
Conflict of Interest Code

13. 9/19/89 Agency accepts Preliminary Plan and ratifies submission of documents required by H&S Code 33327. Agency authorizes staff and consultants to proceed with preparation of Plan, EIR, Preliminary Report and related documents.

Document: Agency resolution

14. 9/20/89 Staff and consultants begin preparation of Preliminary Report, Plan, Report on Plan and Draft EIR.

15. 9/25/89 Receive notice of complete (or incomplete) filing from State Board of Equalization.

16. 10/2/89 City Council approves Agency's Conflict of Interest Code (Gov't Code Section 87300 et. seq.).

Document: Council resolution
Conflict of Interest Code

17. 10/13/89 Legal counsel reviews Agency, City Council, Planning Commission, and key City staff conflict of interest disclosure statements and advises staff of any potential conflicts.

18. 10/16/89 Responses to EIR Notice of Preparation received.

19. 11/13/89 Staff receives report of County fiscal officer (H&S Code Section 33328).

20. Ongoing Staff and consultants conduct community consultations. (Meetings with civic and business organizations and community workshops.)

21. 11/17/89 Staff and consultants complete Preliminary Report.

Document: Preliminary Report

22. 11/21/89 Agency authorizes transmittal of Preliminary Report, Draft Plan, and Draft EIR (upon completion) to taxing agencies, trustee agencies, and all entities on City's

environmental documentation distribution list (H&S Code Section 33344.5).

Documents: Agency resolution
Preliminary Report
Transmittal Letter

23. 11/22/89 Agency transmits Preliminary Report to taxing agencies.

Documents: Preliminary Report
Transmittal letter
Declaration of Mailing

24. 12/1/89 Staff requests computer print-out mailing list of property owners from County Assessor.

Document: Letter of Request

25. 12/8/89 Taxing entities call for formation of fiscal review committee.

26. 12/11/89 Agency sends letter to taxing agencies calling for first consultation of fiscal review committee (scheduled for 12/20/89 - see Item #28 below).

Documents: Letter
Declaration of Mailing

27. Take to
paper
12/20/89
Publish
12/27/89
Staff, with assistance of legal counsel, publishes in newspaper of general circulation the Notice of Completion of Draft EIR (14 Cal.Admin. Code Section 15087(a)(1)). Notice should be prepared and submitted to newspaper at least 3 business days in advance of publication date.

Document: Notice of Completion
Transmittal letter

28. 12/20/89 Staff commences formal consultations with Fiscal Review Committee (within 15 days after receiving notification that Fiscal Review Committee has been created) (H&S Code Section 33353.3).

29. 12/22/89 Consultants, legal counsel and staff complete Draft Plan and Draft EIR.

Documents: Draft Plan
Draft EIR

30. 12/27/89 Staff submits 10 copies of Draft EIR and Notice of Completion of Draft EIR to State Clearinghouse (with copy of Draft Plan). Consider requesting 30-day review period.

Documents: Transmittal letter
Notice of Completion
Draft EIR
Draft Plan

31. 12/27/89 Staff transmits Draft Plan and Draft EIR to taxing agencies, City Council, Planning Commission, and Chairperson of Fiscal Review Committee (H&S Code Sections 33333.3, 33353.4 and 33385.5). Fiscal Review Committee must hold hearing not less than 25 days nor more than 40 days from date of receipt of Draft Plan (H&S Code Section 33353.4). (Note: Transmittal of Drafts to City Council and Planning Commission is for information only at this point. Formal transmittal for action occurs in connection with Item #40 below.)

Documents: Draft Plan
Draft EIR
Transmittal Letter
Declaration of Mailing

32. Beginning of Jan. Staff contacts taxing agencies not participating in fiscal review process to discuss Plan (H&S Code Section 33328). (NOTE: It is important to keep a record of all discussions with taxing agencies for insertion into Report on Plan.)

33. 2/2/90 Prepare and mail notice of Planning Commission public hearing on General Plan amendment to newspaper for publication (NOTE: pursuant to GC 65091, notice must consist of display ad of at least one-eighth page).

Documents: Notice of Public Hearing
Transmittal letter

34. 2/12/90 Planning Commission consents to holding of public hearing on proposed General Plan amendment.

Document: Planning Commission resolution

35. 2/13/90 Staff receives comments on Draft EIR. (Assumes 45-day review period.)

36. 2/14/90 Publication of notice of Planning Commission public

hearing on proposed General Plan amendment.

37. 2/20/90 Agency adopts Rules for Owner Participation and Business Tenant Preference (H&S Code Section 33345).

Documents: Agency resolution
Owner Participation Rules
Business Preference Rules

38. 2/20/90 Agency adopts Relocation Guidelines.

Document: Agency resolution
Relocation Guidelines

39. 2/20/90 Agency consents to holding of joint public hearing with City Council on proposed Redevelopment Plan, and authorizes publication and mailing of legal notice of joint public hearing (H&S Code Section 33353).

Documents: Agency resolution
Legal Notice - Joint Hearing
Transmittal letters to
property owners and taxing
entities

40. 2/20/90 Agency authorizes transmittal of Final Plan, Final EIR, and Report on Plan (upon their completion) to City Council for its review and to Planning Commission for its report and recommendation (H&S Code Section 33356).

Documents: Agency resolution
Final Plan
Final EIR
Report on Plan
Transmittal Letters

41. 2/23/90 Fiscal Review Committee conducts hearing on Plan. Note: this date anticipates the maximum time allowed by law, including 15-day hearing continuation (H&S Code Section 33353.4).

42. 2/26/90 Planning Commission holds public hearing on proposed General Plan amendment (GC 65353).

43. To paper
by 3/1 City Clerk (with assistance from legal counsel) sends notice of joint public hearing to newspaper for publication once a week for four successive weeks. REQUEST GALLEY PROOF (H&S Code Section 33361).

Dates of Publication: 3/16
3/23
3/30
4/6

Documents: Legal Notice of Joint
Public Hearing,
Transmittal Letter

44. 3/2/90 Consultants complete Final EIR and transmit to Agency staff for review.

Documents: Final EIR

45. 3/2/90 Consultants complete Final Redevelopment Plan and Report on Plan and transmit to Agency staff for review.

Documents: Final EIR
Final Plan
Report on Plan

46. 3/5/90 City Council consents to holding of joint public hearing sets time, date, and place of such hearing, and authorizes publication and mailing of notice (H&S Code Section 33353).

Documents: Council resolution
Legal Notice - Joint Hearing

47. 3/5/90 Mayor appoints, and City Council approves Mayor's appointment of, Relocation Appeals Board (H&S Code Section 33417.5).

Document: Council resolution

48. 3/5/90 Council adopts resolution electing to receive portion of tax increment revenue specified in H&S Code Section 33676 (the "2% pass-through") and authorizes staff to transmit resolution as required by law.

Documents: Council resolution
Transmittal letter

49. 3/5/90 City Council consents to holding of public hearing on proposed General Plan Amendment.

Documents: Council resolution
Notice of Public Hearing

50. 3/5/90 Planning Commission prepares and transmits its written recommendation on proposed General Plan amendment to Agency (GC 65354).
- Documents: Report and Recommendation
Transmittal letter
51. 3/14/90 Staff with assistance of legal counsel sends legal notice and letter along with map to property owners and taxing entities via certified mail, return receipt requested (H&S Code Section 33349 and 33350).
- Documents: Legal Notice - Joint Hearing
Transmittal letter
Map
52. 3/20/90 Agency agrees to hold special Agency meeting on April 16 to conduct joint public hearing with City Council on proposed Redevelopment Plan adoption.
- Document: Agency resolution
53. 3/23/90 Legal counsel obtains court reporter for public hearing transcript.
54. 3/26/90 Mail notice of City Council public hearing on proposed General Plan amendment to newspaper.
- Documents: Notice of Public Hearing
Transmittal letter
55. 3/26/90 Fiscal Review Committee submits its report on Plan (must be written within 30 days of conclusion of Fiscal Review Committee hearing on the Plan) (H&S Code Section 33353.5).
56. 4/2/90 Agency staff and legal counsel prepare Agenda for joint public hearing.
- Documents: Agenda
57. 4/4/90 Notice of City Council public hearing on proposed General Plan amendment published (NOTE: pursuant to GC 65091, notice must be display ad of at least one-eighth page).
58. 4/6/90 Staff and consultants prepare response to Fiscal Review Committee report and transmit Fiscal Review Committee

Report and response to Agency and City Council for inclusion in Report on the Plan.

Documents: Transmittal Letters

59. 4/6/90

Staff transmits Fiscal Review Committee report and response to the Dept. of Housing & Community Development (H&S Section 33353.6).

**Document: Transmittal letter
Fiscal Review Committee Report
Agency response**

60. 4/9/90

Planning Commission adopts Report and Recommendations on proposed Redevelopment Plan and authorizes transmittal to City Council (H&S Code Section 33347).

**Documents: Planning Commission resolution
Recommendations and Report**

61. 4/10/90

Agency staff transmits to City Council the Planning Commission Report and Recommendations and resolution adopting same for insertion into Report on Plan.

**Documents: Transmittal Letter
Report and Recommendations**

62. 4/16/90

City Council holds public hearing on and adopts General Plan amendment.

**Document: Council resolution
General Plan amendment**

63. 4/16/90

**Agency and City Council hold joint public hearing on Plan. City Council considers Plan, Report on Plan, Final EIR, report and recommendations of Planning Commission and all evidence for and against the proposed Plan. Hearing closed. (H&S Code Section 33355).
(NOTE: THIS IS A SPECIAL AGENCY MEETING).**

**Documents: Agenda
Plan
Final EIR
Report on Plan**

**64. By
5/4/90**

Staff and consultants prepare responses to all written objections to Plan (H&S Code Section 33363).

- Document: Written Findings and Responses**
65. 5/7/90 City Council adopts responses to all written objections to Plan arising at the public hearings. (H&S Code Section 33363).
- Document: Council resolution
Written Findings and Responses**
66. 5/7/90 City Council introduces ordinance adopting Plan and concurrent CEQA findings resolution.
- Document: Concurrent resolution of Agency and
City Council certifying Final EIR,
Making Specified Findings, and
Adopting Mitigation Measure
Monitoring Program
Ordinance (first reading)**
67. 5/21/90 City Council adopts Plan by Ordinance.
- Documents: Ordinance (second
reading and adoption)**
68. 5/22/90 Staff, with assistance of legal counsel, prepares and files EIR Notice of Determination with County Clerk (within 5 days of project approval) (14 Cal. Adm. Code Section 315093).
69. 5/22/90 City Clerk (with legal counsel assistance):
- a) records documents required
H&S Code Section 33373;
 - b) notifies Building Department
of Plan;
 - c) transmits recorded Ordinance,
recorded Statement of
Institution and recorded Plan
to County Assessor, Auditor,
Tax Collector, State Board
of Equalization, and taxing
agencies (send by certified
mail, return receipt requested).
70. 5/22/90 Publication of Ordinance one time in newspaper of general circulation (Govt. Code Section 36933) (Must be published within 15 days after ordinance adopted).
71. 6/20/90 Ordinance effective.

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

Ravenswood Area

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered into this _____ day of May, 1989 by and among the REDEVELOPMENT AGENCY OF THE CITY OF EAST PALO ALTO, a public body, corporate and politic (the "Agency"), duly created, established and authorized to transact business and exercise its powers under and pursuant to the California Community Redevelopment Law (Health and Safety Code 33000 et seq., hereinafter the "Community Redevelopment Law"), THE CITY OF EAST PALO ALTO, a municipal corporation (the "City"), and SUN MICROSYSTEMS, INC., a Delaware corporation ("Sun Microsystems").

RECITALS:

A. The City through its General Plan has designated the area commonly known as the Ravenswood Industrial Park ("Ravenswood Area") for redevelopment for high-quality light industrial/research and development uses. The City has expressed its interest in attracting a major corporate electronics industry user to the City to develop portions of the Ravenswood Area. The City Council of the City appointed a Citizen Task Force (the "Task Force") in March 1988 to study the options for the development of the Ravenswood Area. The Task Force found in its November 1988 report, a copy of which

is attached to this Agreement as Exhibit A and incorporated herein by this reference, that the industrial/commercial development of the Ravenswood Area: (1) would be compatible with the General Plan, (2) is a relatively easy area in which to phase-in industries to reduce dramatic community impact, (3) would protect many existing jobs while generating new jobs, (4) would not remove large acreage from the tax roles, and (5) would improve the economy of the area. The Task Force noted that a negative aspect of industrial/commercial development of the Ravenswood Area was that it "may take a long time to develop." The General Plan targets the Ravenswood Area as an area for development since its current uses do not advance the City's economic and development goals and further since its development would not result in the displacement of any East Palo Alto residents. Sun Microsystems desires to take a substantial role in the development process of the Ravenswood Area which would permit the City to realize all of the positive aspects identified by the Task Force but also develop and occupy the area in as short a period of time as is possible, thus eliminating a substantial negative aspect as identified by the Citizen Task Force.

B. Sun Microsystems is interested in pursuing the possibility of becoming an owner and user of up to 170 acres of the Ravenswood Area. Sun Microsystems desires to develop a facility of up to 1.8 million square feet of improvements of high-quality construction and design which

will advance the economic competitiveness of East Palo Alto with the surrounding communities. In addition to those identified by the Task Force, Sun Microsystems believes that its participation with the City and the Agency in the development and occupancy of the Ravenswood Area would provide the following unique opportunities to the City:

(1) The creation of numerous and diverse jobs and job training opportunities for East Palo Alto residents in Sun Microsystems' various Bay Area facilities;

(2) The rapid absorption and utilization of the Ravenswood Area creating a desirable economic impact on the City at the earliest possible time;

(3) The creation of new business taxes, sales taxes and real property taxation including tax increment financing which would allow the City to upgrade services to its citizens including providing assistance in improving the housing stock within the City.

(4) The opportunity for the utilization of East Palo Alto contractors and workers initially in the construction and operation of a Sun Microsystems facility and later in providing services to a completed facility;

(5) Sun Microsystems' employees would provide a large customer base for existing retail business and also attract new retail service business to the City;

(6) As a responsible employer, Sun Microsystems would encourage its employees to become involved in community services and to assist local government and the community in

achieving City objectives with respect to youth programs, schools, recreation facilities and senior citizen activities.

C. The City and the Agency desire to pursue redevelopment of the Ravenswood Area pursuant to the Community Redevelopment Law with the ultimate goal of adopting and implementing a redevelopment plan for the Ravenswood Area. In order to accomplish this goal the Agency and the City desire and intend to consult with the community and property owners within the Ravenswood Area to determine the appropriate method of redeveloping the Ravenswood Area, including consideration of Sun Microsystems' proposal for redevelopment of the Ravenswood Area as well as other options for redevelopment of the Ravenswood Area. Pursuant to the Community Redevelopment Law, the City and the Agency will also consider opportunities for participation by existing property owners in the redevelopment of the Ravenswood Area, which may preclude, modify, limit or otherwise affect Sun Microsystems' proposal for redevelopment of the Ravenswood Area.

D. Sun Microsystems desires to make a proposal for redevelopment of a portion of the Ravenswood Area in pursuit of the objectives stated in the City's General Plan. The general purpose of this Agreement is (1) to financially assist the City and the Agency in the planning for the redevelopment of the Ravenswood Area and (2) to enter into a period of exclusive negotiations among the City, the Agency and Sun Microsystems to reach agreement on, and enter into, a

Disposition and Development Agreement (as defined below) and Statutory Development Agreement (as defined below) within the broad parameters set forth in this Agreement consistent with the respective goals and objectives of the City, the Agency and Sun Microsystems, including without limitation, any City and Agency established goals, objectives, standards and rules for owner participation as described below.

THE AGENCY, THE CITY AND SUN MICROSYSTEMS HEREBY AGREE AS FOLLOWS:

I. TERM

The term of this Agreement (the "Term") shall commence on the date hereof and, unless early terminated in accordance with the provisions of this Agreement, shall expire on the earliest to occur of (1) termination of the City's and the Agency's efforts to adopt a redevelopment plan for the Ravenswood Area as evidenced pursuant to Section II.E below, (2) failure of the parties to agree upon designation of the Site, as defined and described in Section II.D below, and (3) the expiration of the Negotiation Period, as defined in Section III.A below. Upon expiration of the Term, or earlier termination in accordance with the provisions of this Agreement, none of the parties shall have any further rights or obligations with respect to the subject matter of this Agreement.

II. REDEVELOPMENT PLAN ADOPTION PROCESS

A. Redevelopment Plan Adoption

During the Term, the Agency and the City will work toward adoption of a redevelopment plan pursuant to the Community Redevelopment Law for the Ravenswood Area. The City has heretofore designated a survey area pursuant to Health and Safety Code §33310-33312, which survey area is set forth in the attached Exhibit B and which generally includes the Ravenswood Area and certain contiguous areas of the City (the "Survey Area"). The City's and the Agency's efforts to adopt a redevelopment plan will include the designation of a project area containing all or portions of the Survey Area; consultation with the community and property owners within the Ravenswood Area regarding the method and manner of redeveloping the Ravenswood Area; the undertaking of such studies as are necessary to determine the suitability of the Ravenswood Area for redevelopment including, but not limited to, traffic studies, environmental studies and toxic and hazardous waste studies; review of the City's General Plan to determine whether any redevelopment program proposed is consistent with the General Plan or whether amendment to the General Plan is necessary; and such other activities as are necessary for the adoption of a redevelopment plan pursuant to the Community Redevelopment Law.

B. Site Evaluation by Sun Microsystems

While the Agency and the City are pursuing adoption of a redevelopment plan for the Ravenswood Area, Sun Microsystems will undertake its own studies regarding design and use of a facility and related environmental issues with the ultimate goal of identifying a site suitable to Sun Microsystems for development of a high quality owner-occupied facility.

C. Owner Participation

In the course of consideration of adoption of a redevelopment plan for the Ravenswood Area, the City and the Agency, in consultation with the community and property owners within the Ravenswood Area, will designate those portions of any project area proposed by the City and the Agency most appropriate for owner participation, if any, and will develop owner participation rules pursuant to Health and Safety Code Section 33339.

D. Designation of Site for Negotiations

If upon completion of items A. through C. above, the City, the Agency and Sun Microsystems agree upon designation of a site within the proposed project area that (1) is appropriate for exclusive development by Sun Microsystems in a manner consistent with the proposed redevelopment plan, the Agency's owner participation rules, and the City's General Plan, and (2) is suitable for the development contemplated by

Sun Microsystems, the parties shall begin negotiations regarding the development of such site (hereinafter referred to as the "Site") in accordance with Section III below. If the parties are unable to agree upon designation of the Site following completion of Items A. through C. above, and any party notifies the other parties in writing that a site cannot be designated, the term of this Agreement shall expire as provided in Section I above.

E. Adoption of Redevelopment Plan

Subject to the provisions of Article III below regarding the exercise of discretion by the City and the Agency and consistent with all requirements of the Community Redevelopment Law and other applicable laws, the parties shall act promptly, diligently and in good faith to complete the planning and evaluation described in this Section II leading to consideration by the City and the Agency of adoption of a proposed redevelopment plan for the project area containing all or portions of the Survey Area. If despite such diligent, good faith efforts, the City and the Agency, in the exercise of their discretion, determine by resolution or other formal action that it would not be in the best interest of the community to adopt such a redevelopment plan, the Term of this Agreement shall expire as provided in Section I above. Any redevelopment plan that may be adopted by the City in accordance with the provisions of this Section II is hereinafter referred to as the "Redevelopment Plan".

III. NEGOTIATIONS

A. Negotiation Period

Commencing upon designation of the Site in accordance with Section II.D above and continuing until the later of (1) the date which is eighteen (18) months from the date of adoption of the City Council ordinance adopting the Redevelopment Plan and (2) May 8, 1992 (the "Negotiation Period"), the Agency and Sun Microsystems shall seek in good faith to negotiate a Disposition and Development Agreement (as defined below), and the City and Sun Microsystems shall seek in good faith to negotiate a development agreement ("Statutory Development Agreement") pursuant to the California Government Code, Sections 65864 et seq., for the development of the Site. The general development concept contemplated by Sun Microsystems for the Site is to construct a high-quality office/research and development/light manufacturing facility and related uses of up to 1,800,000 square feet of improvements on up to 170 acres of land with necessary parking, landscaping and on-site and off-site improvements (the "Project"). The scope of the Project is subject to the provisions of the Redevelopment Plan, the Agency's owner participation rules, the City's General Plan, and the negotiation of the parties during the Negotiation Period.

If a mutually satisfactory Disposition and Development Agreement has not been negotiated and executed by Sun

Microsystems and the Agency, and a mutually satisfactory Statutory Development Agreement has not been negotiated and executed by Sun Microsystems and the City, each within the Negotiation Period, then this Agreement shall terminate at the end of such period as provided in Section I.

B. Good Faith Negotiations

Sun Microsystems and the Agency agree to negotiate in good faith during the Negotiation Period to prepare an agreement (the "Disposition and Development Agreement") to be entered into between Sun Microsystems and the Agency. The purpose of the negotiation shall be for the disposition by Agency to Sun Microsystems of certain real property in the Site, if necessary (it being understood and agreed by the parties that Sun Microsystems will use diligent, good faith efforts to enter into agreements with owners of property in the Site which will provide for the direct purchase of such property from such owners by Sun Microsystems), and for construction and development of the Project by Sun Microsystems. The Agency agrees for the Negotiation Period that it will not negotiate with any other person or entity regarding the disposition or development of the Site.

Sun Microsystems and the City agree to negotiate in good faith during the Negotiation Period to prepare a Statutory Development Agreement. This negotiation shall be for the purpose of establishing standards for development of the Site and construction and development of the Project on

the Site. The City agrees for the Negotiation Period not to negotiate with any other person or entity regarding development or construction of the Site.

C. Deposits to the Agency and/or the City

(1) Sun Microsystems has previously deposited with the City the sum of Fifty Thousand Dollars (\$50,000) for the purpose of funding administrative, consultant and staff overhead costs incurred in the evaluation of the Ravenswood Area for redevelopment and the establishment of the Survey Area.

(2) Sun Microsystems shall deposit with the City and/or the Agency upon execution of this Agreement the sum of One Hundred Fifty Thousand Dollars (\$150,000) to be used by the City and the Agency for administrative expenses incurred directly by the City or the Agency in preparing a redevelopment plan for the Ravenswood Area.

(3) Sun Microsystems shall advance to the Agency and/or the City up to Five Hundred Thousand Dollars (\$500,000), as provided below, for the Agency's and/or the City's actual and reasonable costs and expenses incurred for outside consultants, independent contractors, additional staff and other items necessary to be employed by the Agency and/or the City to undertake the establishment of a redevelopment plan for the Ravenswood Area as contemplated by this Agreement.

Within sixty (60) days of execution of this Agreement, the City and the Agency shall submit to Sun Microsystems for its approval a budget not to exceed Five Hundred Thousand Dollars (\$500,000) for consultants, independent contractors, additional staff, and other items related to the establishment of a redevelopment plan for the Ravenswood Area. The budget shall set forth specific tasks to be performed by each outside consultant and independent contractor to be employed and shall set forth a schedule for the performance of such tasks. Sun Microsystems shall approve or disapprove the Agency's and the City's budget within thirty (30) days of receipt. If Sun Microsystems disapproves the budget, the Agency and the City shall have thirty (30) days to resubmit the budget for approval by Sun Microsystems; and Sun Microsystems shall approve or disapprove the Agency's and City's resubmitted budget with ten (10) days of receipt. This procedure shall continue seriatim until the Agency's and the City's budget is approved by Sun Microsystems; provided, that this Agreement may be terminated by written notice of any of the parties to the others if the budget is not approved within one hundred eighty (180) days of execution of this Agreement. Failure of Sun Microsystems to either approve or disapprove the Agency's and the City's submitted or resubmitted budget in writing within the periods specified above shall constitute an approval of the submitted or resubmitted budget. Any disapproval by Sun Microsystems of a submitted or

resubmitted budget shall be accompanied by a written statement specifying in reasonable detail the basis for disapproval.

Upon approval of the City's and the Agency's budget by Sun Microsystems, Sun Microsystems shall advance the Five Hundred Thousand Dollars (\$500,000) in five (5) good faith deposits in the amount of One Hundred Thousand Dollars (\$100,000) each. At such time as there remains less than Twenty-Five Thousand Dollars (\$25,000) on deposit with the City and the Agency, Sun Microsystems shall deposit the next One Hundred Thousand Dollar (\$100,000) installment. The City and the Agency shall provide Sun Microsystems with monthly reports specifying expenditures and including copies of any contracts entered into by the City and/or the Agency.

If the Agency's and the City's costs for establishment of a redevelopment plan exceed Five Hundred Thousand Dollars (\$500,000) due to a change in circumstances which was unforeseeable at the time the budget was submitted, the Agency and the City shall submit to Sun Microsystems a budget showing such additional costs. Within ninety (90) days of receipt of such budget, Sun Microsystems shall either approve the additional costs, in which case Sun Microsystems will deposit the additional sums necessary to cover the additional costs pursuant to the procedures stated above, or disapprove the budget, in which case the parties agree that this Agreement may be terminated at the option of any party by written notice to the others.

(4) Upon the adoption of the Redevelopment Plan, Sun Microsystems shall deliver to the Agency and/or the City the sum of Fifty Thousand Dollars (\$50,000) for administrative expenses incurred directly by the Agency and the City in negotiating a Disposition and Development Agreement and a Statutory Development Agreement.

(5) Sun Microsystems shall advance to the City and/or the Agency up to One Hundred Fifty Thousand Dollars (\$150,000) as provided below for the Agency's and/or the City's actual and reasonable costs and expenses incurred for outside consultants, independent contractors and additional staff necessary to be employed by the Agency and/or the City to negotiate a Disposition and Development Agreement and a Statutory Development Agreement. Prior to drawing on the One Hundred Fifty Thousand Dollars (\$150,000) allocated pursuant to this Section III.C(5), the City and/or the Agency shall use any portion of those funds allocated but unexpended pursuant to Section III.C(3) above for expenses incurred to negotiate a Disposition and Development Agreement and a Statutory Development Agreement.

Within thirty (30) days of adoption of the Redevelopment Plan, the City and the Agency shall submit to Sun Microsystems for its approval a budget for consultants, independent contractors, additional staff and other items related to the negotiation of a Disposition and Development Agreement and a Statutory Development Agreement. The budget shall set forth specific tasks to be performed by any

consultants and independent contractors and set forth a schedule for performance of each task. Sun Microsystems shall approve or disapprove any budget submitted within fifteen (15) days of receipt. If Sun Microsystems disapproves the budget, the Agency and the City shall have fifteen (15) days to resubmit the budget for approval by Sun Microsystems; and Sun Microsystems shall approval or disapprove the resubmitted budget within seven (7) days. This procedure shall continue seriatim until the Agency's and the City's budget is approved by Sun Microsystems; provided, that this Agreement may be terminated by written notice of any of the parties to the others if the budget is not approved within ninety (90) days of adoption of the Redevelopment Plan. Failure of Sun Microsystems to either approve or disapprove the Agency's and City's submitted or resubmitted budget in writing within the periods specified above shall constitute an approval of the submitted or resubmitted budget. Any disapproval by Sun Microsystems of a submitted or resubmitted budget shall be accompanied by a written statement specifying in reasonable detail the basis for disapproval.

Upon approval of the City's and the Agency's budget by Sun Microsystems, and exhaustion of the funds allocated pursuant to Section III.C(5), Sun Microsystems shall advance the One Hundred Fifty Thousand Dollars (\$150,000) in three (3) good faith deposits in the amount of Fifty Thousand Dollars (\$50,000) each. At such time as there remains less

than Ten Thousand Dollars (\$10,000) on deposit with the City and the Agency, Sun Microsystems shall deposit the next Fifty Thousand Dollar (\$50,000) installment. The City and the Agency shall provide Sun Microsystems with monthly reports specifying expenditures and including copies of any contracts entered into by the City and/or the Agency.

If the Agency's and the City's costs for negotiating a Disposition and Development Agreement and a Statutory Development Agreement exceed One Hundred Fifty Thousand Dollars (\$150,000) plus any sums unallocated pursuant to Section III.C(5), due to a change in circumstance that was unforeseeable at the time the original budget was submitted, the Agency and the City shall submit to Sun Microsystems a budget showing such additional costs. Within fifteen (15) days of receipt of such budget, Sun Microsystem shall either approve the additional costs, in which case Sun Microsystems will deposit the additional sums necessary to cover the additional costs pursuant to the procedures stated above, or disapprove the budget, in which case the parties agree that this Agreement may be terminated at the option of any party by written notice to the others.

The parties may mutually agree to begin negotiation of the Disposition and Development Agreement and Statutory Development Agreement prior to adoption of the Redevelopment Plan in which case the City and the Agency shall submit the budget set forth above within thirty days of any such agreement. In the event that the parties agree to begin

negotiations prior to adoption of a Redevelopment Plan, Sun Microsystems shall deposit the sum set forth in Section III.C(4) above within 15 days of such an agreement.

D. Redevelopment Project Financing

During the Negotiation Period, Sun Microsystems may request that property tax increment financing be utilized as permitted by law in the redevelopment of portions of the Site. The Agency shall consider such request and, if acceptable to the Agency, provision for utilization of such property increment financing shall be specified in the Disposition and Development Agreement. The parties shall also explore other financing including, but not limited to, benefit and/or improvement assessment districts for qualified improvements.

E. Agency Public Hearing

If the negotiations between the Agency and Sun Microsystems culminate in a Disposition and Development Agreement signed by Sun Microsystems, such an agreement becomes effective only after and if the agreement has been considered and approved by the Agency and the City after a public hearing and other procedures as prescribed by law.

F. City Public Hearing

If the negotiations between the City and Sun

Microsystems culminate in a Statutory Development Agreement, such an agreement becomes effective only after and if the agreement has been considered and approved by the City after a public hearing and other procedures as prescribed by Law.

IV. PURCHASE PRICE, RENTAL AND/OR OTHER CONSIDERATION

The purchase price, rental and/or other consideration to be paid by Sun Microsystems under the Disposition and Development Agreement for any portions of the Site to be acquired by the Agency and conveyed to Sun Microsystems shall be established by good faith negotiation between the Agency and Sun Microsystems.

V. SUN MICROSYSTEMS' PROPOSED DEVELOPMENT

A. Architectural Concept

Design and architecture of the Project will be developed during the Negotiation Period and shall be submitted by Sun Microsystems to the Agency and the City through basic conceptual drawings and preliminary schematic plans for Agency and City approval.

B. Sun Microsystems' Findings, Determinations, and Studies, Reports, Plans and Drawings

As requested by the Agency and the City, from time to time, Sun Microsystems shall make periodic oral progress reports and periodic written reports advising the Agency and the City on all matters and all studies being made to the

extent that they do not include confidential matters. Sun Microsystems anticipates, and agrees to use best efforts to provide for, the employment of City residents in the construction and development of the Site.

VI. PURPOSE OF THIS AGREEMENT

By execution of this Agreement, the Agency and the City are not committing themselves to or agreeing to undertake: (1) a disposition of land to Sun Microsystems either within or outside the designated Site, if any; (2) the exercise or jurisdiction over land outside the designated Site, if any; or (3) any other acts or activities requiring the subsequent independent exercise of discretion by the Agency, the City, or any agency or department thereof. It is specifically acknowledged that the proposed Project requires that the Site be mutually agreed upon and that any such mutually agreed upon Site must be included within an adopted Redevelopment Plan pursuant to the Community Redevelopment Law; and that the City and Agency must make certain findings in their sole discretion and judgment to make such designation of a mutually acceptable Site and in the adoption of a Redevelopment Plan. The parties recognize that one or more of the necessary pre-conditions to Sun Microsystems' proposed Project, such as sufficiency of size, remediation of toxic conditions, site feasibility, sufficiency of ingress and egress and timeliness of the granting of all necessary approvals, may fail to be met or prove to be infeasible as a result of subsequent studies,

result of subsequent studies, reviews and proceedings involving the exercise of discretion by the Agency, the City or any agency or department thereof and that if Sun Microsystems reasonably determines that the completion² of the Project and the satisfaction of the conditions specified above, is not achievable or practicable, Sun Microsystems may withdraw from this Agreement and be relieved of any of its funding requirements provided herein upon written notice to the Agency and the City. If Sun Microsystems withdraws the Project and terminates this Agreement as provided above, any unexpended advances made by Sun Microsystems under Section III shall be returned to Sun Microsystems after applying such advances to budgeted costs and expenses incurred by the Agency or the City or which the Agency and/or City is obligated to pay prior to such termination.

This Agreement does not constitute a disposition of property or exercise of control over property by the Agency or the City and does not require a public hearing. Execution of this Agreement by the Agency and the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the Agency and the City as to designation of the Site, adoption of the Redevelopment Plan, or approval and execution of any Disposition and Development Agreement and Statutory Development Agreement and all proceedings and decisions in connection therewith.

VII. ENFORCED DELAY

Performance by any party under this Agreement shall not be deemed to be in default where delays or default are due to (1) litigation brought by other governmental bodies (except for the Agency or the City) or third parties which prevent one or more of the parties hereto from performing their obligations hereunder, or (2) delivery of a stop order, cease and desist order, or comparable order or document by a governmental body (except for the Agency or the City) having jurisdiction over the subject matter of this Agreement enjoining or otherwise preventing one or more of the parties hereto from performing their obligations hereunder (provided, however, that the mere failure of any governmental body to provide a timely approval with respect to any matter in the ordinary course of administrative review shall not excuse timely performance by the parties hereunder). The time for performance of obligations under this Agreement shall be extended by the number of days that the condition preventing performance specified in the preceding sentence remains in existence.

VIII. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with California law. This Agreement shall be binding upon and shall inure to the benefit of the parties, and their successors and assigns.

IX. NOTICES

Any notices given under this Agreement shall be in writing and shall be served either personally or delivered by first class or express U.S. mail with postage prepaid, return receipt requested pursuant to registered or certified mail, or by nationally recognized overnight commercial courier service with charges prepaid. Notices may also effectively be given by transmittal over electronic transmitting devices if the party to whom the notice is being sent has a receiving device in its office, and provided a complete copy of the notice shall also be served either personally or in the same manner as required for a mailed notice. Notices shall be deemed received at the earlier of actual receipt or three days following deposit in U.S. mail with postage prepaid or with a nationally recognized overnight commercial courier service with charges prepaid. Notices shall be directed as follows:

If to City: 2415 University Avenue
East Palo Alto, CA 94303
Attn: _____

If to Agency: 2415 University Avenue
East Palo Alto, CA 94303
Attn: _____

If to Sun Microsystems:
 2550 Garcia Avenue
 Mountain View, CA 94043
 Attn: _____

Dated this Fifth day of June, 1989.

REDEVELOPMENT AGENCY OF THE CITY
OF EAST PALO ALTO, a public
body, corporate and politic

ATTEST:

By: [Signature]

By: [Signature]
Chairperson

By: [Signature]
Executive Director

"AGENCY"

CITY OF EAST PALO ALTO, a
municipal corporation

APPROVED AS TO FORM:

By: [Signature]
City Attorney

By: [Signature]
Mayor

By: [Signature]
City Clerk

"CITY"

ATTEST:

By: [Signature]

SUN MICROSYSTEMS, INC., a
Delaware corporation

By: [Signature]

"SUN MICROSYSTEMS"

05/31/89
#B001/B55102

IV. D.

The David and Lucile Packard Foundation

**300 Second Street, Suite 200
Los Altos, California 94022
(415) 948-7658**

May 18, 1989

William Vines, Mayor
City of East Palo Alto, Inc.
2415 University Avenue
East Palo Alto, CA 94303

Dear Mayor Vines:

It is a pleasure to inform you that The David and Lucile Packard Foundation has approved a grant in the amount of \$25,000 to the City of East Palo Alto, Inc. from our President's Grant Fund. This grant is to assist the city of East Palo Alto with their future economic development as described in your letter and proposal dated April 27, 1989. A check for this grant is attached.

Enclosed are two copies of this Award Letter and Agreement form. Please sign and date one of these sets, and return it to us. Keep the other set for your files.

David Packard, the other Directors and I are pleased to be able to assist you in this project. We wish you success and look forward to hearing from you.

Cordially,



Colburn S. Wilbur
Executive Director

CSW/sw

Enclosures: Award Letter and Agreement Form
 Check

AGREEMENT FORM

This Agreement Form is an integral part of our grant announcement letter dated May 18, 1989.

The undersigned certifies that its status for tax purposes is that of 501(c)(3).

The undersigned agrees, as a condition to the receipt of payment under such grant, that he/she will:

- I. Submit full and complete reports on the manner in which the funds are spent and the progress made in accomplishing the purpose of the grant, such reports to be made at six-month intervals, and/or within sixty days of the conclusion of the grant period.
- II. Maintain books and records as required by Internal Revenue Service regulations and be prepared to make such books and records available to The David and Lucile Packard Foundation if requested within a reasonable time.
- III. Not to use any of the funds:
 - A. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of Internal Revenue Service Code Section 4945(d)(1);
 - B. To influence the outcome of any specified public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Service Code Section 4945(d)(2);
 - C. For any grant which does not comply with the requirements of Internal Revenue Service Code 4945(d)(4) (relating to grants to organizations other than public charities);
 - D. For any purpose other than religious, charitable, scientific, or educational, within the meaning of Internal Revenue Service Code Section 170(c)(2)(B).
 - E. For purposes other than those stated in the attached announcement letter.
- IV. Advise the Foundation immediately if the federal government gives notification that your tax status has been changed.

Organization: City of East Palo Alto, Inc./Grant #89-1307

Signature William Lucas Date 6/2/89
Above agreed to

It is the policy of The David and Lucile Packard Foundation to provide the funds when they are needed. If the grant is for operating costs over a twelve-month period, it is often the Foundation's policy to make payments at six-month intervals. Please let us know when the project will begin and when the money will be required:

IV. E.

THE WILLIAM AND FLORA HEWLETT FOUNDATION
525 MIDDLEFIELD ROAD • SUITE 200
MENLO PARK, CALIFORNIA 94025
(415) 329-1070

COPY

OFFICE OF THE PRESIDENT

May 11, 1989

Reference Grant: 89-9266

William Vines, Mayor
City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303

Dear Mayor Vines:

I am pleased to inform you that the William and Flora Hewlett Foundation has authorized a grant of \$25,000 to the City of East Palo Alto for consulting services purchased for the purpose of development negotiations with Sun Microsystems, Inc.

The terms of the grant are as follows: At the end of the grant year (May, 1990) we will require a narrative and financial report on the use of the funds. The narrative report should summarize the activities of the past year. In addition to describing how the Hewlett funds were expended, the financial report should include the most recent fiscal year financial statement, preferably audited. Funds not used for the purposes of the grant, as outlined in your letter and proposal of April 27, 1989 must be returned to the Foundation. Please sign and return the enclosed copy of this letter indicating acceptance of the terms of the grant. Within thirty days of receipt of the signed acceptance, payment of \$25,000 will be made to the City of East Palo Alto.

We are pleased to be able to assist the City of East Palo Alto.

Sincerely,

Roger W. Heyns

Enclosure

ACCEPTANCE: On behalf of the City of East Palo Alto, I hereby accept and agree to the terms of the grant as set forth above.

DATE: 5/19/89 BY: William Vines TITLE: Mayor

IV. F.

Letter from Kaiser Foundation stating approval of \$25,000 grant will follow.

IV. G.

MEMBERS OF THE COUNCIL

WILLIAM VINES - MAYOR
JOHN BOSTIC - VICE MAYOR
WARNELL COATS
PAT JOHNSON
BARBARA MOUTON



2415 UNIVERSITY AVENUE
EAST PALO ALTO, CA. 94303

TEL: (415) 853-3100

STANLEY H. HALL, CITY MANAGER

May 26, 1989

Roger W. Heyns
President

THE WILLIAM AND FLORA HEWLETT FOUNDATION
525 Middlefield Road - Suite 200
Menlo Park, CA 94025

Reference Grant: 89-9266

Dear Mr. Heyns:

In your May 11, 1989 letter you advised me that the William and Flora Hewlett Foundation had "authorized a grant of \$25,000 to the City of East Palo Alto for consulting services purchased for the purpose of development negotiations with Sun Microsystems, Inc.". Our city was pleased to accept this grant. Our City Council and other city officials are grateful for this essential support of our efforts to improve our community's economic, physical and social conditions.

We have now realized that the quoted sentence may inadvertently create the impression that in the preparation of our redevelopment plan for the Ravenswood Industrial Area we are considering only the proposed development by Sun Microsystems, Inc. Although we are pleased with Sun's interest, we recognize that state law and the interests of the City require that during the coming months we consider all options for development of the area.

On May 23rd our Project Coordinator, Marty Tarshes, called Nicholas Bollman, your Program Officer, to discuss this subject. Mr. Bollman stated that in authorizing this grant the Hewlett Foundation's interest is in the development of the City of East Palo Alto for the benefit of all of its citizens. He said that the Foundation is aware that there may be various options for the development of the Ravenswood Industrial Area, and that the grant will assist the City in exploring all such options.

The first purpose of this letter is to confirm the conversation as summarized in the above paragraph. However, I am also pleased to have this additional opportunity to express the sincere appreciation of our City for the support of your Foundation.

Sincerely,

William Vines

William Vines
Mayor

WV/ps
SH052689

cc: Stanley Hall
City Council Members

MEMBERS OF THE COUNCIL

WILLIAM VINES - MAYOR
JOHN BOSTIC - VICE MAYOR
WARNELL COATS
PAT JOHNSON
BARBARA MOUTON



2415 UNIVERSITY AVENUE
EAST PALO ALTO, CA. 94303

TEL: (415) 853-3100

STANLEY H. HALL, CITY MANAGER

May 25, 1989

Mr. Roger W. Heyns
THE WILLIAM AND FLORA HEWLETT FOUNDATION
525 Middlefield Road Suite 200
Menlo Park, CA 94025

SUBJECT: Reference Grant No. 89-9266

Dear Mr. Heyns:

Many thanks and much appreciation for the \$25,000.00 grant to the City of East Palo Alto. The funds will be used for consulting services purchased for the purpose of development negotiations of Ravenswood Industrial Park area.

As requested, a signed Award letter is attached.

Once again, thank you very much.

Sincerely,

A handwritten signature in cursive script that reads "Stanley H. Hall".

Stanley H. Hall
City Manager

SHH:kvt

rwh52589

THE WILLIAM AND FLORA HEWLETT FOUNDATION
525 MIDDLEFIELD ROAD • SUITE 200
MENLO PARK, CALIFORNIA 94025
(415) 329-1070

COPY

OFFICE OF THE PRESIDENT

May 11, 1989

Reference Grant: 89-9266

William Vines, Mayor
City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303

Dear Mayor Vines:

I am pleased to inform you that the William and Flora Hewlett Foundation has authorized a grant of \$25,000 to the City of East Palo Alto for consulting services purchased for the purpose of development negotiations with Sun Microsystems, Inc.

The terms of the grant are as follows: At the end of the grant year (May, 1990) we will require a narrative and financial report on the use of the funds. The narrative report should summarize the activities of the past year. In addition to describing how the Hewlett funds were expended, the financial report should include the most recent fiscal year financial statement, preferably audited. Funds not used for the purposes of the grant, as outlined in your letter and proposal of April 27, 1989 must be returned to the Foundation. Please sign and return the enclosed copy of this letter indicating acceptance of the terms of the grant. Within thirty days of receipt of the signed acceptance, payment of \$25,000 will be made to the City of East Palo Alto.

We are pleased to be able to assist the City of East Palo Alto.

Sincerely,

Roger W. Heyns

Enclosure

ACCEPTANCE: On behalf of the City of East Palo Alto, I hereby accept and agree to the terms of the grant as set forth above.

DATE: 5/19/89 BY: William Vines TITLE: Mayor

THE WILLIAM AND FLORA HEWLETT FOUNDATION
525 MIDDLEFIELD ROAD • SUITE 200
MENLO PARK, CALIFORNIA 94025
(415) 329-1070

OFFICE OF THE PRESIDENT

May 11, 1989

Reference Grant: 89-9266

William Vines, Mayor
City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303


Dear Mayor Vines:

I am pleased to inform you that the William and Flora Hewlett Foundation has authorized a grant of \$25,000 to the City of East Palo Alto for consulting services purchased for the purpose of development negotiations with Sun Microsystems, Inc.

The terms of the grant are as follows: At the end of the grant year (May, 1990) we will require a narrative and financial report on the use of the funds. The narrative report should summarize the activities of the past year. In addition to describing how the Hewlett funds were expended, the financial report should include the most recent fiscal year financial statement, preferably audited. Funds not used for the purposes of the grant, as outlined in your letter and proposal of April 27, 1989 must be returned to the Foundation. Please sign and return the enclosed copy of this letter indicating acceptance of the terms of the grant. Within thirty days of receipt of the signed acceptance, payment of \$25,000 will be made to the City of East Palo Alto.

We are pleased to be able to assist the City of East Palo Alto.

Sincerely,


Roger W. Heyns

Enclosure

IV. H.

MEMBERS OF THE COUNCIL

WILLIAM VINES - MAYOR
JOHN BOSTIC - VICE MAYOR
WARNELL COATS
PAT JOHNSON
BARBARA MOUTON



2415 UNIVERSITY AVENUE
EAST PALO ALTO, CA. 94303

TEL: (415) 853-3100

STANLEY H. HALL, CITY MANAGER

May 26, 1989

Mr. Colburn S. Wilbur
Executive Director
THE DAVID AND LUCILE PACKARD FOUNDATION
300 Second Street - Suite 200
Los Altos, CA 94022

Dear Mr. Wilbur:

In your May 18, 1989 letter you advised me that the David and Lucile Packard Foundation had "approved a grant, in the amount of \$25,000 to the City of East Palo Alto for consulting services to handle the negotiations with Sun Microsystems, Inc.". Our city was pleased to accept this grant. Our City Council and other city officials are grateful for this essential support of our efforts to improve our community's economic, physical and social conditions.

We have now realized that the quoted sentence may inadvertently create the impression that in the preparation of our redevelopment plan for the Ravenswood Industrial Area we are considering only the proposed development by Sun Microsystems, Inc. Although we are pleased with Sun's interest, we recognize that state law and the interests of the City require that during the coming months we consider all options for development of the area.

We know that the Foundation is aware that there may be various options for the development of the Ravenswood Industrial Area, and that the grant will assist the City in exploring all such options.

The purpose of this letter is to confirm in essence what is summarized in the above paragraph. However, I am also pleased to have this additional opportunity to express the sincere appreciation of our City for the support of your Foundation.

Sincerely,


William Vines
Mayor

cc: Stanley H. Hall, City Manager
City Council Members

WV/ps
SH052689

MEMBERS OF THE COUNCIL

WILLIAM VINES - MAYOR
JOHN BOSTIC - VICE MAYOR
WARNELL COATS
PAT JOHNSON
BARBARA MOUTON



2415 UNIVERSITY AVENUE
EAST PALO ALTO, CA. 94303

TEL: (415) 853-3100

STANLEY H. HALL, CITY MANAGER

May 25, 1989

Mr. Colburn S. Wilbur, Executive Director
THE DAVID AND LUCILE PACKARD FOUNDATION
300 Second Street, Suite 200
Los Altos, CA 94022

Dear Mr. Wilbur:

Thank you for the \$25,000.000 grant for the purpose of helping fund a team of consultants to handle the negotiations for development of the Ravenswood Industrial Park area.

As requested, a signed Agreement form and Award letter are attached.

Once again, thank you very much.

Sincerely,


Stanley H. Hall
City Manager

SHH:kvt

CSW52589

The David and Lucile Packard Foundation

**300 Second Street, Suite 200
Los Altos, California 94022
(415) 948-7658**

May 18, 1989

**William Vines, Mayor
City of East Palo Alto, Inc.
2415 University Avenue
East Palo Alto, CA 94303**

Dear Mayor Vines:

It is a pleasure to inform you that The David and Lucile Packard Foundation has approved a grant in the amount of \$25,000 to the City of East Palo Alto, Inc. from our President's Grant Fund. This grant is to help fund a team of consultants to handle the negotiations with Sun Microsystems, Inc. for development of the Ravenswood industrial area as described in your letter and proposal dated April 27, 1989. A check for this grant is attached.

Enclosed are two copies of this Award Letter and Agreement form. Please sign and date one of these sets, and return it to us. Keep the other set for your files.

David Packard, the other Directors and I are pleased to be able to assist you in this project. We wish you success and look forward to hearing from you.

Cordially,

**Colburn S. Wilbur
Executive Director**

CSW/sw

**Enclosures: Award Letter and Agreement Form
 Check**

SIGN AND RETURN

AGREEMENT FORM

This Agreement Form is an integral part of our grant announcement letter dated May 18, 1989.

The undersigned certifies that its status for tax purposes is that of 501(c)(3).

The undersigned agrees, as a condition to the receipt of payment under such grant, that he/she will:

- I. Submit full and complete reports on the manner in which the funds are spent and the progress made in accomplishing the purpose of the grant, such reports to be made at six-month intervals, and/or within sixty days of the conclusion of the grant period.
- II. Maintain books and records as required by Internal Revenue Service regulations and be prepared to make such books and records available to The David and Lucile Packard Foundation if requested within a reasonable time.
- III. Not to use any of the funds:
 - A. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of Internal Revenue Service Code Section 4945(d)(1);
 - B. To influence the outcome of any specified public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Service Code Section 4945(d)(2);
 - C. For any grant which does not comply with the requirements of Internal Revenue Service Code 4945(d)(4) (relating to grants to organizations other than public charities);
 - D. For any purpose other than religious, charitable, scientific, or educational, within the meaning of Internal Revenue Service Code Section 170(c)(2)(B).
 - E. For purposes other than those stated in the attached announcement letter.
- IV. Advise the Foundation immediately if the federal government gives notification that your tax status has been changed.

Organization: City of East Palo Alto, Inc./Grant #89-1307

Signature William Duro Date 5-19-89
Above agreed to

It is the policy of The David and Lucile Packard Foundation to provide the funds when they are needed. If the grant is for operating costs over a twelve-month period, it is often the Foundation's policy to make payments at six-month intervals. Please let us know when the project will begin and when the money will be required:

SIGN AND RETURN

File

The David and Lucile Packard Foundation
300 Second Street, Suite 200
Los Altos, California 94022
(415) 948-7658

May 18, 1989

William Vines, Mayor
City of East Palo Alto, Inc.
2415 University Avenue
East Palo Alto, CA 94303

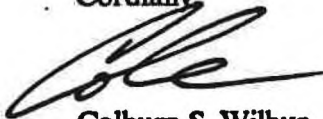
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CITY OF EAST PALO ALTO

Class Description

October 1985

CITY MANAGER

REPORTS TO: City Council

BASIC FUNCTION: Direct the overall municipal operations of the City of East Palo Alto as chief executive and administrative officer.

DIMENSIONS: Number of City Employees: 62 full-time regular
Approximate Annual Operation and capital Budget: \$6.2 million
Population: 18,700 (approx.)
Total Area: 2.5 square miles (approx.)

NATURE & SCOPE:

The City Manager is one of four Council-appointed officers including City Attorney, Community Relations Officer, and Police Chief.

Staff members reporting directly to the City Manager: Assistant to the City Manager, Director of Community Services, Director of Community Development, Director of Public Works, Assistant City Manager/Finance Director, and Manager of Clerical Support.

The City Manager provides direction and general management to the overall efforts of the administration and operation of the municipal functions for the City of East Palo Alto. He/she receives assignments from the City Council. He/she initiates assignments in accordance with the municipal code requirements. He/she creates assignments in accordance with the general needs and services of the City or as suggested by various committees, commissions and civic groups. He/she reviews and edits reports and statements prepared for the attention of the City Council and/or various committees and commissions. He/she reviews problems and renders guidance to department heads and assistant managers.

The City Manager meets with City Council Members and the Mayor as needed to discuss problems, projects and programs being worked on or proposed by various members of the municipal staff. He/she provides information as requested and receives assignments. He/she meets with citizens and citizen groups to exchange information and review current or proposed programs and projects. He/she coordinates activities related to determining the needs of the City, and establishes priorities for programs and projects on-going and proposed.

Class Description
CITY MANAGER

Specific duties of the City Manager are defined in the East Palo Alto City Ordinance Code as follows:

Sec. F: Powers and Duties (#13-83; adopted 11/21/83; amended by #046, adopted 10/8/84).

The City Manager is the administrative head of the government of city, subject to the direction and control of the City Council. He/she is responsible for the efficient administration of all the affairs of the city which are under his/her control. In addition to his/her general powers as administrative head and not as a limitation on them, the City Manager shall:

1. enforce the laws and ordinances of the city and see that the franchises, contracts, permits and privileges granted by the Council are faithfully observed;
2. control, order and give directions to all heads of departments and to subordinate officers and employees of the city who are subject to removal by him/her;
3. "appoint, remove, promote and demote each officer and employee of the City, excepting the City Attorney, Community Relations Officer, Police Chief, and other subordinate officers appointed by the City Council, subject to personnel ordinances, rules and regulations;"
4. conduct studies and effect such administrative reorganization of offices, positions and units his/her direction as are in the interest of efficient, effective and economical conduct of the city's business;
5. recommend to the Council for adoption such measures and ordinances as he/she considers necessary;
6. attend all meetings of the Council unless he/she is excused by the Mayor individually or the Council except when his/her removal is under consideration;
7. keep the Council advised at all times as to the financial condition and needs of the city;
8. respond promptly to all requests by the City Council for information and advice and see that all Council instructions, orders and decisions are carried out promptly;

Class Description
CITY MANAGER

9. negotiate all contracts for services for which the city has service responsibility to its residents and desires to provide such service by contract. The contract shall be approved by the City Council. After the Council approves the contract, it shall be the duty of the City Manager to administer the contract and determine that its provisions are carried out. The City Manager shall report to the Council at such times as the Council may direct on the performance of the contractor;
10. prepare and submit the proposed annual budget and the proposed annual salary plan to the Council for its approval;
11. see that no expenditures are submitted or recommended to the Council except on his/her approval or approval by his/her authorized representative. The City Manager or his/her authorized representative is responsible for the purchase of all supplies for all the departments and divisions of the city;
12. make investigations into the affairs of the city and each department and division of it and each contract and its proper performance by the city. The City Manager shall investigate all complaints of matters concerning the administration of the city government and of the service maintained by public utilities in the city;
13. exercise general supervision over all public buildings, public parks, and all other public property under the control and jurisdiction of the Council;
14. perform such other duties and exercise such other powers as the City Council delegates to him/her from time to time.

MINIMUM QUALIFICATIONS:

- * Baccalaureate degree in public administration, business administration or related field. Master of Public Administration or Master of Business Administration degree preferred. Equivalent experience may be substituted for all or part of formal education requirements at the discretion of the City Council.
- * A minimum of two years top management experience in a small or medium-sized organization including responsibility for more than one functional department or division.
- * A proven record of successful budgetary and personnel

Class Description
CITY MANAGER

management including some general management or chief executive responsibility in a labor intensive service-oriented organization.

- * Ability to communicate effectively both verbally and in writing, and to relate to a diversified and sophisticated Council and community.
- * U.S. citizenship. Residency within East Palo Alto after appointment.

SALARY RANGE: \$50-55 K

DEPUTY CITY MANAGER

DEFINITION

To organize and direct the City's community development activities including redevelopment, planning, building, housing and code enforcement; to serve as the Deputy Executive Director of the Redevelopment Agency; to develop, implement and evaluate goals, objectives, policies and procedures related to these functions; and to provide highly complex and responsible staff assistance to the City Manager, City Council, and Planning Commission; to serve as City Manager as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager.

Exercises direct and indirect supervision over management, professional, technical and clerical personnel.

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

Direct and participate in the development and administration of the department budget; prepare cost estimates on special projects.

Assist the City Manager and the executive team in developing creative strategies for the rehabilitation and development of the community.

Direct research and compilation of comprehensive reports for the City Council, City Manager and the various boards, commissions and task forces.

Exercise direct line responsibility for the divisions responsible

for developing and implementing the City's redevelopment planning, building, and housing functions.

Develop innovative financing methods for redevelopment and housing projects/programs.

Act as technical advisor to the City Council and various boards and commissions.

In conjunction with the City Council and City Manager, assist in defining and developing city policy and program objectives; represent and provide input from division heads in this process.

Direct, in conjunction with the Executive Director and legal counsel, the negotiation and preparation of Owner Participation Agreements.

Assist in development of long-range capital improvement planning.

Supervise and guide the Planning Director, Project Managers, and Chief Building Inspector in all activities related to their respective responsibilities.

Attend City Council and commission meetings; serves as the key staff advisor on development issues.

Manage and oversee personnel administration within the department.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

A variety of technical disciplines and procedures involved in redevelopment, planning, building and housing.

Federal and state funding programs as related to housing.

Redevelopment financing methods.

Federal, state and local laws associated with the development process.

Financial Statements and proforma statements.

Economics, motivations, and practices of the private sector including developers, lenders, and financial institutions as they relate to development.

Administrative organization and management principles.

Budget development and administration.

Principles of personnel administration.

Ability to:

Direct the preparation of designs and plans, field studies, inspection, contract documents, and economic analyses.

Supervise, direct and coordinate multiple and diverse functions including redevelopment, planning, housing, and building.

Establish, evaluate and implement administrative/operational policies, practices and procedures.

Develop and administer a large and complex budget.

Negotiate and administer a variety of agreements and contracts.

Provide leadership and direction to staff.

Make decisions when presented with information from a variety of disciplines.

Prepare and analyze complex reports of a general and technical nature.

Deal tactfully and effectively with people.

Communicate effectively and persuasively in both oral and written form.

Attend weekend and evening meetings.

Establish and maintain effective work relationship with those contacted in the performance of required duties.

Work effectively with a variety of community groups.

Experience and Training:

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

Experience:

Eight years of responsible professional experience in urban planning or redevelopment, including four years in management and supervision of technical management staff.

Training:

A Bachelor's Degree from an accredited college or university in the field of city or regional planning, business or public administration, economics, civil engineering or a related field. A Master's Degree in a related field is desirable.

CITY OF EAST PALO ALTO

Class Description

CITY PLANNER

Reports To: Community Development Director

Basic Function Under administrative direction, to be responsible for the administration of the planning activities of the City; enforcement of zoning codes and ordinances; to plan, organize and direct planning studies, and to do related work as required.

Nature and Scope:

The City Planner is responsible for both current and future planning programs of the City.

Current Planning work includes but is not limited to:

Code Administration - to provide public information, education, and assistance on zoning, site development, subdivision, and general plan questions. Check plans, issue permits, and verify compliance with City regulations and conditions. Enforce zoning ordinances by investigating complaints and referrals.

Receive and review all land use applications for completeness, adequacy, and code compliance. Perform public notice requirements. Prepare staff reports and assure interdepartmental coordination of staff recommendations before the Planning Commission and City Council meetings and hearings.

Future Planning- Preparation and maintenance of General and Specific plans, studies, and factual information concerning East Palo Alto. Provide information and answer requests from the public, other agencies, and City departments relating to demographic information and interpretation of the General Plan. Assist persons interested in land development through information on General Plan policies.

Environmental Protection - To provide information concerning East Palo Alto's California Environmental Quality Act (CEQA) guidelines, including preliminary discussion of projects.

To perform assessments to determine potentially adverse impacts of a project, and to determine the need for EIR or Negative Declaration. To make an evaluation of whether or not a project is subject to the California Environmental Quality Act.

To cause the preparation of all documents for public and private projects as defined by CEQA.

Class description--City Planner

Housing - participate in a wide variety of housing and community improvement programs such as the Housing Rehabilitation Loan Programs, Affordable Housing Fund Program, and related issues.

Economic Development - participate in the review and preparation of development applications, federal and state grants for municipal public works projects, other activities to attract commercial and industrial development to the City.

Minimum Qualifications

Graduation from a four-year college or university with a degree in Planning, engineering or related field, and the equivalent of a Masters' Degree in Urban Planning, Public Administration, or related field. Five (5) years experience in municipal or regional planning administration.

J6M03428
7/86

CITY OF EAST PALO ALTO

Class Description

December 1985

DIRECTOR OF PUBLIC WORKS

REPORTS TO:

City Manager

BASIC FUNCTION:

To maintain, construct, and operate City grounds, parks, buildings, and public facilities. To direct City engineering and construction efforts. To direct and execute the City Capital Improvement Program. To plan and implement public facilities and services.

DIMENSIONS:

Supervises 14 full-time employees; supervises construction contractors; supervises consultants engaged in designing and planning City facilities.

Budget: 1985-86 C.I.P. \$1.18 million
1985-86 Program \$971,232

Population: 18,700

Total Area: 2.5 square miles

Street Mileage: 38 miles (approximate)

NATURE & SCOPE

The Public Works Department is one of seven departments charged with providing service to the East Palo Alto Community.

Reporting directly to the Public Works Director are two Junior Civil Engineers and two Maintenance Supervisors. In addition, contractors and consultants are under the Director's supervision. In this capacity assignments are outlined, priorities established, budgets set and monitored, and programs implemented. By Council request, the Public Works Director has made bi-weekly reports to the Community and City Council.

Additional duties have included the introduction of ordinances and resolutions aimed at improving the quality of life in East Palo Alto.

Routine duties include:

1. Engineering and Administration;
2. Solid Waste Collection and Disposal;
3. Traffic Management;
4. Street Construction and Maintenance;

Class Description
Director of Public Works

5. Storm Drain Construction and Management;
6. Street Cleaning;
7. Building Construction and Management
8. Building Management;
9. Parks and Grounds Construction and Management;
10. Public Relations;
11. Enforce franchises, contracts, permits and privileges granted to providers and construction consultants and contractors.
12. Control, order and give directions to subordinate employees of the department.
13. "Appoint, remove, promote and demote each employee of the department subject to personnel ordinances, rules and regulations;"
14. Conduct studies and effect such administrative reorganization of positions and units under his direction as are in the interest of efficient, effective and economical conduct of the department's business;
15. Recommend to the Council for adoption such measures and ordinances as he/she considers necessary;
16. Attend all meetings of the Council unless he is excused;
17. Prepare and submit the proposed departmental annual budget and the proposed annual salary plan to the City Manager for his approval;
18. See that no expenditures are submitted or recommended to the City Manager except on his approval or approval by his authorized representative. The Director or his authorized representative is responsible for the purchase of all supplies for the department.
19. Investigate all complaints of matters concerning the service maintained by the city;
20. Exercise direct supervision over all public buildings, public parks, and all other public property under the control and jurisdiction of the City Manager; and

Class Description
Director of Public Works

21. Perform such other duties and exercise such other powers as the City Manager delegates to him/her from time to time.

MINIMUM QUALIFICATIONS:

- Professional Registration as a Civil Engineer in California;
- 10 years management experience in Engineering, Construction Management, Facility Planning and Maintenance;
- Management including some general management or chief executive responsibility in a labor intensive service-oriented organization; and
- Ability to communicate effectively both verbally and in writing, and to relate to a diversified community.

M6M02494

CITY OF EAST PALO ALTO

ASSISTANT TO REDEVELOPMENT PROJECT COORDINATOR

DEFINITION:

Under the supervision of the Redevelopment Coordinator, performs work in support of implementing the Agency's redevelopment program for the Ravenswood Industrial Area. Activities include setting up and maintaining financial and administrative records, coordinating routine activities with consultants and City staff, and preparing meeting notes and other reports as requested.

DISTINGUISHING CHARACTERISTICS:

This is a professional classification in redevelopment with entry-level responsibilities. Work consists of maintaining documents, schedules and budgets for ongoing project activities, providing information to the public, data gathering and report writing, attending meetings, and coordination of activities with other staff and consultants.

EXAMPLES OF DUTIES:

Records: Sets up filing system and maintains and updates complex set of records. Prepares records of meetings for circulation and follow up, as well as other records as required.

Finance and Budget: Prepares, updates and maintains complex financial and budget records, including grant reporting and drawdowns. Monitors consultant budget amendments, invoices and payments including review of invoices for conformance contracts, maintains overall project budget including Agency and City loans and transfers, in coordination with the Finance Director.

Reports: Organizes, summarizes and interprets on community demographics/development needed to support redevelopment activity. Gathers data, prepares reports and visual aids as requested by the Redevelopment Coordinator, presents results at meetings as required. Conducts final surveys, makes calculations, produces maps, charts and other graphics necessary to effectively evaluate information. Handles distribution of reports and other documents. Supervises clerical support staff in preparation and distribution of documents.

Meetings: Attends meetings in support of redevelopment activities, provides reports and other follow through, as required. Personally sets up or arranges for proper set up of equipment and materials for meetings when needed.

Staff and Consultant Coordination: Coordinates work with other City staff and external agencies. Uses and exchanges data and information with local, regional, state and federal agencies. Maintains professional currency through literature/organizations and seminars.

General: Provides information to members of the public and other persons on redevelopment policies, ordinances, etc., which relate to the Ravenswood Industrial Area. Performs other assigned work which is consistent with the scope of the responsibilities of the classification.

QUALIFICATIONS:

Knowledge of: basic provisions of state redevelopment law and state and federal environmental legislation and working knowledge of City redevelopment policies and practices; data collection and analysis methods; office organization, records maintenance and budget organizations and management, and report writing.

Ability to: gather, organize and retrieve records and redevelopment-related information; interpret and explain redevelopment policies and laws; and prepare written and oral reports and visual aids.

EDUCATION:

Equivalent to graduation from an accredited four-year college or University with major work in planning, business, public administration, real estate management or a closely related field. Possession of a Master's Degree in one of these or a related field may be substituted for one year of experience.

EXPERIENCE:

One year of full-time, increasingly responsible public administrative work involving budgeting, real estate development and interpretation and application of laws.

LICENSE:

Valid California driver's license required.

ASSISTANT PLANNER

DEFINITION:

Under the general supervision of a Senior Planner, performs work necessary to implementing the city's current planning policies and procedures and to support other planning activity.

DISTINGUISHING CHARACTERISTICS

This is a professional planning classification with journey level responsibilities. Work consists of continuous responsibility for applying current planning policies and procedures to given situations and periodic responsibility for work associated with other planning activities.

EXAMPLES OF DUTIES

Current Planning: Checks applications and sites, reviews applications for conformance with city planning programs and policies such as the Comprehensive Plan. Reviews applications for compliance with various city ordinances such as Zoning, Sign, Parking and other Municipal Code provisions. Assures applications comply with provisions of specific plans. Prepares visual aids as needed, makes recommendations and submits documentation for internal departmental review.

Ordinance Administration: Interprets and applies the provisions of the city's zoning ordinance and municipal code as assigned. Processes actions through committees and/or appeals hearings.

Advanced Planning and Research: Gathers, organizes, summarizes and interprets data on community demographics/development needed to support planning activity. Conducts field surveys, makes calculations, takes measurements, produces maps, charts and other graphics necessary to effective evaluation of planning policies.

Proposed Projects/Environmental Impact Reports: Reviews segments of project proposals for conformance with city planning policies and regulations. Conducts site surveys, gathers relevant data and information, performs calculations and produces maps, legal descriptions, charts and other visual aids necessary to complete project and environmental reviews. Produces written reports and prepares documentation on segments of projects as assigned.

Inter-agency Coordination: Coordinates work with other city departments and external agencies. Uses and exchanges data and information with local, regional, state and federal agencies. Maintains professional currency through literature/organizations.

Census Records: Serves as city liaison with federal government for periodic census counts. Applies federal criteria for establishing census tracts, coordinates activity during actual census count, identifies and processes city's census data needs when data becomes available. Maintains and updates census records and prepares population projections. Provides census data to public officials, business people and members of the public.

Job Description
Assistant Planner
August 1986
Page 2

Special Studies: Gathers information and data, performs work on special studies such as sewer needs projections and grant applications.

Current Records: Updates planning records and maps to assure currency of information. Establishes records of new information gained from surveys and special studies. Researches records to obtain information needed for studies and/or responding to inquires.

General: Personally sets up or arranges for the proper set up of equipment and materials for various city meetings. Attends public and non-public meetings of various public or private officials and governmental bodies involved in assigned planning work. Provides information to members of the public and other persons on planning policies, ordinances, regulations, etc. Meets with community groups on assigned planning matters. May be assigned to serve as staff to various planning-related committees. Performs other assigned work which is consistent with the scope of the responsibilities of the classification.

QUALIFICATIONS

Knowledge of: Principles, practices and methods of municipal planning and technical support functions; basic provisions of state and federal environmental legislation and working knowledge of regional, local and city planning laws and regulations; data collection and analysis methods, survey and drafting techniques and equipment

Ability to: Gather, organize and analyze a variety of planning data and information; interpret, apply and explain planning policies, laws and regulations; and prepare written reports and visual aids

Education: Equivalent to graduation from an accredited four-year college or university with major work in planning or a closely related field. Possession of a Master's Degree in Planning or a related field may be substituted for one year of experience.

Experience: One year of full time, increasingly responsible technical work involving surveying, drafting and interpretation and application of regulations.

LICENSE

Valid California Driver's License required.

5696P

Class Description

SECRETARY II

THE POSITION: Secretary II is one of six staff members in Clerical Support Department which provides centralized secretarial services to all functional departments of the City. Under direct supervision of the Clerical Support Manager, this position entails extensive public contact and all standard secretarial functions. The persons must be able to work well under pressure, independently, and handle frequent interruptions. The ability to effectively deal with the public is highly desirable and good communications skills are essential.

SALARY RANGE: \$15,000 - \$18,000

MINIMUM QUALIFICATIONS:

1. High School graduate and at least 3 years of general clerical experience.
2. Typing speed at 50 wpm.
3. Proficiency in the use of English language.
4. Ability to communicate effectively.
5. Experience in word processor is helpful.

DUTIES AND RESPONSIBILITY:

1. Typing on typewriter or word processor as required.
2. Inventory and purchasing of office supplies and equipment.
3. Covering for receptionist, answering phone calls, taking daily messages and redirecting calls, and giving out routine factual information.
4. Coordinating room reservation requests from individuals, groups, and other agencies.

Secretary II
Class Description

5. Organizing and maintaining supply room
6. Processing purchase order and claims.
7. San Trans ticket sales and recordkeeping
8. Maintaining, organizing, and updating public files, central files, ordinances, resolutions, and minutes of the Council and other boards and commissions
9. Collecting time cards.
10. Filing and retrieving a variety of documents, records, forms, charts, folders, etc.
11. Other duties as assigned by the Clerical Support Manager.

Secretary II

Hourly	8.42	8.84	9.28	9.75	10.23
Bi-Weekly	673.60	707.20	742.40	780.00	818.40
Monthly	1,459.47	1,532.27	1,608.53	1,690.00	1,773.20
Yearly	17,513.60	18,387.20	19,302.40	20,280.00	21,278.40

City Manager

Hourly	23.06	24.21	25.42	26.69	28.03
Bi-Weekly	1,844.80	1,936.80	2,033.60	2,135.20	2,242.40
Monthly	3,997.07	4,196.40	4,406.13	4,626.27	4,858.53
Yearly	47,964.80	50,356.80	52,873.60	55,515.20	58,302.40

City Planner

Hourly	16.64	17.47	18.35	19.26	20.23
Bi-Weekly	1,331.20	1,397.60	1,468.00	1,540.80	1,618.40
Monthly	2,884.27	3,028.13	3,180.67	3,338.40	3,506.53
Yearly	34,611.20	36,337.60	38,168.00	40,060.80	42,058.40

Public Works Director

Hourly	21.88	22.97	24.12	25.33	26.60
Bi-Weekly	1,750.40	1,837.60	1,929.60	2,026.40	2,128.00
Monthly	3,792.53	3,981.47	4,180.80	4,390.53	4,610.67
Yearly	45,510.40	47,777.60	50,169.60	52,686.40	55,328.00

Assistant to Redevelopment Project Coordinator

Hourly	12.02	12.62	13.25	13.91	14.62
Bi-Weekly	1,041.67	1,093.75	1,148.85	1,205.84	1,266.67
Monthly	2,083.34	2,187.50	2,297.70	2,411.67	2,533.34
Yearly	25,000.00	26,250.00	27,560.00	28,940.00	30,400.00

Deputy City Manager Proposed \$50,000 - \$55,000

Assistant Planner Proposed \$28,000 - \$32,000