

CITY OF DALY CITY

SPECIAL MEETING – CITY COUNCIL

AGENDA

Tuesday, May 26, 2015 - 7:00 PM
City Hall Council Chambers – 2nd Floor
333 – 90th Street, Daly City, CA 94015

Live Telecast: Comcast Channel 27, Astound 26, AT&T U-Verse 99

Webcast: www.dalycity.org/meetings

DRAFT

For those wishing to address the City Council on any Item on the Agenda or under Public Appearances/Oral Communications, please complete a Speaker Card located at the entrance to the Council Chambers and submit to a Staff Member as early in the meeting as possible.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the City Clerk at 991-8078 as soon as possible.

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

Proclaiming May 26, 2015 as Westmoor Service Commission ("Greenhats") Day
(Donald Delbon, Teacher and Founder of the Greenhats)

APPROVAL OF MINUTES:

Regular Meetings of April 13, 2015 and April 27, 2015

APPROVAL OF AGENDA:

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the City Council. There shall be no separate discussion of the

AVAILABILITY OF PUBLIC RECORDS:

All public record to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk's Office, City Hall located at 333 90th Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.

matters on the Consent Agenda unless requested by a member of the City Council. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Resolutions:

1. Authorizing Use of State Asset Forfeiture Education Funds to Provide Equipment and Training to the Daly City Explorer Post
2. Resolution of Support for Establishing a Priority Conservation Area for the California Coastal Trail
3. Authorizing Grant Application for Cycle 2 Active Transportation Program Funding
4. Authorizing the City Manager to Execute an Agreement Between the City of Daly City and the Daly City Partnership to Manage the Community Services Center
5. Approving a Resolution of the City Council of the City of Daly City in Support of Adopting the Principles of the United Nation Convention on the Elimination of all Forms of Discrimination Against Women ("CEDAW")

END OF CONSENT AGENDA

PUBLIC HEARINGS:

6. Substantial Amendment to Fiscal Year 2013-14 HUD Action Plan

Staff:

ZoBell

Recommended Action:

Open/Close Hearing

Adopt Resolution

Roll Call

7. Approval of Benefit Assessments for Linda Vista Area for Fiscal Year 2015-2016

Staff:

Towne

Recommended Action:

Open/Close Hearing

Adopt Resolution

Roll Call

COMMUNICATIONS:

8. Use Permit UPR-3-15-10644 — Construction of a detached garage at 63 Mateo Avenue

- A. EA (Categorical Exemption)
- B. Findings
- C. UPR-3-15-10644

Staff:

VanLonkhuysen

Recommended Action:

Motion on A

Adopt Resolution A & B

Roll Call

9. Variance VARC-4-15-10763 — Parking variance for existing retail center at 6220 Mission Street

- A. EA (Categorical Exemption)
- B. Findings
- C. VARC-4-15-10763

Staff:

VanLonkhuysen

Recommended Action:

Motion on A

Adopt Resolutions B & C

Roll Call

10. Use Permit UPR-12-14-10093 and Design Review DR-12-14-10094 - Steak 'N Shake Restaurant at 362 East Market Street

Staff:

VanLonkhuysen

Recommended Action:

Motion on A

Adopt Resolutions B & C

Roll Call

AWARD OF BIDS/CONTRACTS:

11. Award of Purchase Contract for Three 2016 Ford Police Utility Interceptors

Staff:

Shiosaka

Recommended Action:

Adopt Resolution

Roll Call

12. Award of Contract for 2015/2016 Fiscal Year Tree Maintenance Services

Staff:

Fornesi

Recommended Action:

Adopt Resolution

Roll Call

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

NOTE: Speakers are limited to two minutes, unless modified by the Mayor. The Council cannot take action on any matter raised under this item

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

13. Council Committee

14. City Council

15. Staff

ADJOURNMENT:

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The meeting was called to order by Mayor Buenaventura at 7:03 P.M.

ROLL CALL: Councilmembers Present:

Raymond A. Buenaventura, Mayor
Sal Torres, Vice Mayor
David J. Canepa
Judith A. Christensen
Michael P. Guingona

Staff Present:

Patricia E. Martel, City Manager
Rose L. Zimmerman, City Attorney
Julie T. Underwood, Assistant City Manager
K. Annette Hipona, City Clerk

PRESENTATIONS:

Proclaiming April 22, 2015 as Earth Day

Vice Mayor Torres presented a proclamation proclaiming April 22, 2015 as Earth Day to Evan Boyd, Division Manager of Allied Waste. Mr. Boyd announced Saturday, April 18th from 8:00 a.m. to 12:00 p.m. at the Mussel Rock Transfer Station, Daly City residents are welcome to bring in recyclable items free of charge. We will also have a free compost give away to Daly City residents.

APPROVAL OF MINUTES:

Regular Meetings of January 26, 2015 and February 9, 2015

It was moved by Councilmember Canepa, seconded by Councilmember Guingona and carried to approve the minutes of January 26, 2015 and February 9, 2015.

APPROVAL OF AGENDA:

It was moved by Councilmember Canepa, seconded by Councilmember Guingona and carried to approve the agenda.

CONSENT AGENDA

Mayor Buenaventura stated it was requested that Item No. 1, Appointment of Director to the Bay Area Water Supply and Conservation Agency and the Regional Finance Authority and Item No. 6, Authorizing the City Manager to Execute the Final Franchise Agreement for Integrated Solid Waste Management Services Between the City of Daly City and Allied Waste Services of North America, LLC, be taken at the end of the Consent Agenda.

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CONSENT AGENDA: Continued

RESOLUTIONS:

Setting Time and Place of Public Hearing Establishing Rules and Regulations During a Water Shortage Emergency Hearing 5/11/15

Resolution No. 15-39, Setting Time and Place of Public Hearing for Proposed Amendment to Ordinance No. 1383 Establishing Rules and Regulations During Water Shortage Emergency (Hearing Date: May 11, 2015, Time: 7:00 P.M.)

Setting Time and Place of the Public Hearing for Daly City's National Pollutant Discharge Elimination System Program Regulatory Fee Hearing 5/11/15

Resolution No. 15-40, Setting Time and Place of Public Hearing Re: Maintaining Adopted Regulatory Fees Necessary to Fund Local Specific Program Activities Mandated Under the Stormwater Management Plan, and Requesting San Mateo County to Collect Such Fees

Authorizing Purchase of a New Fire Engine

Resolution No. 15-41, Authorizing Purchase of New Fire Engine

Noticing Completion for Sidewalk, Driveway, and Curb and Gutter Improvements 2013-14

Resolution No. 15-42, Accepting Completion of Certain Project in the Department of Public Works (Sidewalk, Driveway, and Curb and Gutter Improvements 2013-14)

Amending Traffic Regulations: (1) Designate 965-ft. of No Parking Zone along the east side of Bayshore Boulevard, 138-ft. north of Geneva Avenue (TSR 15/56); and (2) Install 20 ft. of No Parking (red) zones along the west curb of Southgate Avenue, north of Wildwood Avenue and along the east curb of Southgate Avenue, south of Wildwood Avenue (TSR 15/57)

Resolution No. 15-43, Establishing Traffic Regulations

Adopting Revised Title VI Anti-Discrimination Plan

Resolution No. 15-44, Adopting Revised Title VI Anti-Discrimination Plan

Accepting of Miriam Street Right-of-Way Dedication for Mixed-Use Building at 6800 - 6834 Mission Street

Resolution No. 15-45, Accepting Miriam Street Right-Of-Way Dedication for Mixed-Use Building at 6800-6834 Mission Street

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CONSENT AGENDA: Continued

RESOLUTIONS: Continued

Setting Time and Place of Public Hearing Regarding Linda Vista Area of Benefit Fiscal Year 2015-2016 Hearing 5/26/15

Resolution No. 15-46, Setting Time and Place of Public Hearing Re: Approve Engineer's Report and to Establish the Annual Benefit Assessments for the Linda Vista Area for Fiscal Year 2015-2016, Hearing: May 26, 2015, Time: 7:00 P.M.

Authorizing California Fire Assistance Agreement (CFAA) Reimbursement for Fire Agencies through California Fire and Rescue Mutual Aid System

Resolution No. 15-47, Identifying the Terms and Conditions for Fire Department Response Away from their Official Duty Station and Assigned to an Emergency Incident

CHECK REGISTERS:

Check Registers for the Month of March 2015

END OF CONSENT AGENDA

It was moved by Councilmember Torres, seconded by Councilmember Christensen and carried to approve and adopt the Consent Agenda, as amended.

RESOLUTIONS:

Appointment of Director to the Bay Area Water Supply and Conservation Agency and the Regional Finance Authority

Councilmember Christensen nominated Councilmember Guingona as Director to the Bay Area Water Supply and Conservation Agency and the Regional Finance Authority.

It was moved by Councilmember Christensen, seconded by Councilmember Canepa and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 15-48, Appointment of Director to the Bay Area Water Supply and Conservation Agency and Regional Finance Authority

Authorizing the City Manager to Execute the Final Franchise Agreement for Integrated Solid Waste Management Services Between the City of Daly City and Allied Waste Services of North America, LLC

City Manager Patricia Martel recommended that the Council approve the execution of the agreement between the City of Daly City and Allied Waste Services of North America, to provide Integrated Solid Waste Management Services for residences and businesses of Daly City.

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RESOLUTIONS: Continued

Authorizing the City Manager to Execute the Final Franchise Agreement for Integrated Solid Waste Management Services Between the City of Daly City and Allied Waste Services of North America, LLC – Cont'd.

Ms. Martel provided background information on Council's directive to enter into negotiations with Allied Waste on developing a 15 year agreement to provide Integrated Solid Waste Management Services. The current franchise agreement for collection of solid waste will expire on January 31, 2016.

The Franchise Agreement provides Allied the exclusive right and privilege to provide solid waste and recycling services for Daly City. The agreement sets specific obligations of Allied Waste, including required services for collection and disposal, educational and support programs, equipment, compliance, rates and compensation. The exclusive franchise is a 15 year agreement effective February 1, 2016 to June 30, 2031.

The highlights of the proposal included Allied waiving the final adjustment under current agreement, and offered to forego a two year rate adjustment for Rate Period 1. Allied has agreed to fund the cost of a Contract Compliance Manager position that will be working for the City prior to February 1, 2016, prorated based on staff start date. Allied will also have a Municipal Services Manager, an ongoing funded position beginning February 1, 2016. Allied will receive about \$49,098.67 from rate revenue towards funding the position, and Allied will be responsible for funding the rest of the position.

We have a rate cap for Rate Period 3 when Allied is eligible for a rate adjustment based on their actual cost. The rate increase for that period is capped at 4.5% per year. Also included is a recycling credit, which is an adjustment to the initial credit for residential recyclables. Allied cost will reflect the net revenue to the City for residential recyclable processing of about \$30 a ton based on about 9,785 delivered tons for total projected annual savings of \$294,000. Single-family customers are able to recycle food scraps by placing this material in the green organics waste bin.

No budget adjustment has been acquired at this time. Based on the franchise fee increase of 13½% the city will receive an annual franchise fee of approximately \$2,226,488.

Discussion ensued with Ms. Martel and Peter Deibler of HF&H Consultants answering Council's questions regarding what kind of penalties can be assessed should Allied fail to fulfill its obligations and what happens to the rate cap if the actual costs go down.

Councilmember Christensen wanted the public to be aware that the contract specifies the placement of the containers after the garbage is picked up. Allied is offering to haul the garbage containers out to the curb free of charge for disabled people or for those who are physically unable to do it themselves. They are also offering that service to people for a fee.

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RESOLUTIONS: Continued

Authorizing the City Manager to Execute the Final Franchise Agreement for Integrated Solid Waste Management Services Between the City of Daly City and Allied Waste Services of North America, LLC – Cont'd.

It was moved by Councilmember Canepa, seconded by Councilmember Guingona and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 15-49, Approving New Franchise Agreement for Intergrated Solid Waste Management Services Between the City of Daly City and Allied Waste Services of North America, LLC

COMMUNICATIONS:

Adoption of Resolution Approving Agreement with the County of San Mateo for Animal Control Services

City Manager Patricia Martel stated staff is requesting approval for the City of Daly City to enter into an agreement with the County of San Mateo for animal control services for a five year term beginning July 1, 2015.

The current animal control services, contracted by the County of San Mateo, are provided by the Peninsula Humane Society (PHS), which is set to expire on June 30, 2015 but will continue through June 30, 2020, under the proposed contract extension.

Currently, animal control services are provided at a shelter in San Mateo. The City entered into an agreement with the County of San Mateo to build a new animal shelter. The plan is to begin construction of the new shelter, but in the meantime all of the animal control functions will remain at the San Mateo site. Those functions include: receiving and housing stray animals; serve as the location for the public looking for lost pets or surrendering unwanted animals; sheltering animals, spay/neuter and vaccination clinic. They also provide licensing, micro-chipping, and veterinary care.

This agreement allows an increase of no more than 2.5% - 3.5% annually over the term of the agreement. Daly City's share of the total contract in 2014-15 is 10.13%, with our percentage share being revisited annually. The number of service calls and shelter visits that each city generates is tracked and each individual city is responsible for their particular share. The agreement provides for a performance audit after the first two years of the agreement to assess whether PHS is achieving efficiency and effectiveness in performance of the services they are providing.

It was moved by Councilmember Guingona, seconded by Councilmember Christensen and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 15-50, Approving and Authorizing Agreement with the County of San Mateo for Animal Control Services

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AWARD OF BIDS/CONTRACTS:

Authorizing the Purchase of a TYMCO Model 600 Street Sweeper under the Houston-Galveston Area Council Intergovernmental Cooperative Purchase Program

Motor Vehicles Supervisor Thomas Shiosaka requested authorization to purchase one (1) TYMCO Model 600 sweeper in the amount of \$263,068.52 under the Houston- Galveston Area Council Intergovernmental Cooperative Purchase Program (HGAC). We have three sweepers reaching their serviceable life.

It was moved by Councilmember Guingona, seconded by Councilmember Canepa and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 15-51, Authorizing Purchase of One TYMCO Model 600 Street Sweeper

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

The following individuals were concerned about their children being displaced due to the closing of the Parkview Child Care Center and asked for Council's help:

Victor Barrios
Margarita Quintero

City Manager Patricia Martel provided information regarding the condition of the facility, and the reason for its closure.

APPOINTMENTS:

Board/Commission Membership Committee Appointments

There were no appointments.

REPORTS:

Council Committee

Council Committee Meeting, March 23 - April 12, 2015

The Council Committee reported on Seton Medical Center Committee Meeting Re: The Status of Seton Medical Center (Canepa/Buenaventura)

City Council

Councilmember Christensen reported on Councilmember Canepa sending an email requesting donations from city staff. She stated candidates are not allowed to campaign at City Hall. Councilmember Christensen felt there was some unfairness going on when the Mayor called on one of the two Councilmembers to speak at an event they were attending. She wants the Mayor to treat all Councilmembers fairly.

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REPORTS: Continued

City Council – Cont'd.

Councilmember Canepa reported that Councilmember Christensen supports Councilmember Guingona and spoke at his fundraiser so there is no impartiality with her comments. Councilmember Canepa explained the email was sent to management staff by accident. Councilmember Canepa apologized for the error but he was not trying to solicit contributions from city staff. Councilmember Canepa did not appreciate Councilmember Christensen using her position as a political spear to bully him. He looked forward to working with her on issues of substance.

Councilmember Guingona stated he has never been at an event where the Mayor did not call on all of us to speak. Councilmember Guingona believed what Councilmember Christensen pointed out was her perception that there was some unfairness going on.

Councilmember Guingona announced Dr. Belinda Bender from the University of California San Francisco is doing a Type 2 Diabetes study of Filipinos at the UCSF.

Staff

There were no reports.

ADJOURNMENT:

It was moved by Councilmember Christensen, seconded by Councilmember Canepa and carried to adjourn the meeting at 8:06 P.M. in memory of Leslie A. Williams, San Jose Police Officer Michael Johnson, Sarah Brady, Lupie Montero, Marilyn Scoles, Oakland Firefighter David Anatunai and Bruce Balshone.

City Clerk

Approved as submitted, this _____

day of _____, 2015.

Mayor

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The meeting was called to order by Mayor Buenaventura at 7:00 P.M.

ROLL CALL: Councilmembers Present:

Raymond A. Buenaventura, Mayor
David J. Canepa
Judith A. Christensen
Michael P. Guingona

Councilmembers Absent:

Sal Torres, Vice Mayor

Staff Present:

Patricia E. Martel, City Manager
Rose L. Zimmerman, City Attorney
Julie T. Underwood, Assistant City Manager
K. Annette Hipona, City Clerk

PRESENTATIONS:

Proclaiming April 19-25, 2015 as West Nile Virus and Mosquito and Vector Control Awareness Week

Mayor Buenaventura presented a proclamation proclaiming April 19-25, 2015 as West Nile Virus and Mosquito and Vector Control Awareness Week to Christine Fuller, Board Trustee, Megan Caldwell, MPH, and Chindi Peavey, Ph.D., District Manager, San Mateo County Mosquito and Vector Control District.

APPROVAL OF MINUTES:

Regular Meetings of March 9, 2015 and March 23, 2015

It was moved by Councilmember Canepa, seconded by Councilmember Guingona and carried to approve the minutes of March 9, 2015 and March 23, 2015.

APPROVAL OF AGENDA:

It was moved by Councilmember Canepa, seconded by Councilmember Guingona and carried to approve the agenda.

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CONSENT AGENDA

Mayor Buenaventura stated it was requested that Item No. 7, Approving a Letter of Support for SB 203, be taken at the end of the Consent Agenda.

RESOLUTIONS:

Setting Time and Place for a Public Hearing on Special Assessment Lien for Property at 43 Pinehaven Drive (APN 006-038-140), Hearing 5/11/15

Resolution No. 15-52, Setting Time and Place of Public Hearing Before the City Council on Claim to Lien Property Located at 43 Pinehaven Drive (Hearing Date: Monday, May 11, 2015, Time: 7:00 P.M)

Authorizing City Manager to Execute Documents for Refinance of Section 108 Loan – B-00-MC-06-0010 (Series 2004-A)

Resolution No. 15-53, Approving Refinance of City's 2004 Section 108 Loan Program and Authorizing Use of General Funds to Pay for Interim Interest and Closing Costs Associated with Refinancing Section 108 Loan

Amending Construction Contract for 2015 Concrete Safety Improvement Program

Resolution No. 15-54, Authorizing Amendment to Construction Contract With J.J.R. Construction, Inc. (2015 Concrete Safety Improvement Program)

Authorizing the City Manager to Execute a Facilities Use Agreement with the Olympic Club to Provide Temporary Parking at Westlake Park for the U.S. Amateur Men's Four-Ball Championship to be held April 30-May 6, 2015

Resolution No. 15-55, Approving Execution of Facilities Use Agreement with Olympic Club to Provide Temporary Parking at Westlake Park for the U.S. Amateur Men's Four-Ball Championship

Accepting and Appropriating of Title IIC1 One-Time-Only Funds from Aging and Adult Services of San Mateo County

Resolution No. 15-56, Accepting a One-Time-Only Grant from the San Mateo County Aging and Adult Services Department and Authorizing Appropriation of Grant Funds

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CONSENT AGENDA: Continued

RESOLUTIONS: Continued

Authorizing City Manager to Execute a Contract Amendment to the Three-Year Agreement Between the Human Services Agency of San Mateo County and the City of Daly City Providing Additional Funds for Data Base System Enhancements

Resolution No. 15-57, Authorizing Execution of Amendment to the Three-Year Agreement Between the Human Services Agency of San Mateo County and the City of Daly City

AUTHORIZING BUDGETARY ADJUSTMENTS:

Budget Transfer for Contractual Services in the Building Division

Resolution No. 15-59, Approving Budget Transfer for Contractual Services in the Building Division

END OF CONSENT AGENDA

It was moved by Councilmember Canepa, seconded by Councilmember Guingona and carried to approve and adopt the Consent Agenda, as amended.

RESOLUTIONS

Approving a Letter of Support for SB 203

City Manager Patricia Martel stated the Council has a draft letter of support for Senate Bill 203, sponsored by Assembly Member Monning “Sugar-Sweetened Beverages Safety Warning Act”.

Ms. Martel provided information on the health challenges facing Daly City residents and Daly City’s efforts to educate the residents about healthy lifestyle options as well as encouraging residents to engage in healthy, active transportation options such as biking and walking.

SB 203 would require a label for all sugar-sweetened beverage bottles, cans, vending machines and merchants selling these products, which states the health risks associated with consumption of these sugar-sweetened beverages. This measure has strong support statewide, with three quarters of Californians endorsing the bill in a recent poll of voters. Warning labels, such as those currently on alcohol and tobacco products, have been shown to be effective in decreasing the consumption of those products which can be harmful to long-term health.

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RESOLUTIONS: Continued

Approving a Letter of Support for SB 203 – Cont'd.

A sugary drink warning label has a “de minimis” cost to manufacturers and taxpayers, yet offers consumers a significant opportunity to make informed purchases and healthy choices. Daly City has an opportunity to continue its leadership role in support of a healthier community by being the first jurisdiction in San Mateo County to approve formal support of SB 203.

In conclusion, Ms. Martel recommended the Council review and consider this letter and affirmatively endorse this legislation.

The following individuals spoke in support of SB 203:

Anthony Liu, Youth Leadership Institute
Anthony Calegari-Hei muli, Youth Leadership Institute

It was moved by Councilmember Guingona, seconded by Councilmember Christensen and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 15-58, Supporting SB 203 (Monning) Sugar-Sweetened Beverages Safety Warning Act

PUBLIC HEARINGS:

City's HUD Consolidated One-Year Action Plan for Fiscal Year 2015-16

Housing and Community Development Supervisor Betsy ZoBell presented the City's Housing and Urban Development (HUD) Action Plan for Fiscal Year 2015-16, describing how the City will use its federal housing and community development funds for the fiscal year beginning July 1st.

Our Community Development Block Grant allocation for 2015-16 will be \$928,745 representing a decrease of \$28,000 compared to the current fiscal year. Combined with loan repayment revenue and unspent funds for the current year, we estimate we will have \$1,276,000 available in Community Development Block Grant funds for next year.

This year, we received requests that exceed the available funds by about \$90,000. Working with the Community Development Block Grant Advisory Committee, we have prepared a draft plan that specifies how limited funds will be allocated to various activities and programs. A summary of the committee's recommendation is found as Exhibit A in the Agenda Report.

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PUBLIC HEARINGS: Continued

City's HUD Consolidated One-Year Action Plan for Fiscal Year 2015-16 – Cont'd.

In addition to the Community Development Block Grant, the action plan describes how the City will use federal HOME funds. In 2015-16, the City will receive an allocation of \$236,000 in HOME funds. This is a decrease of about \$20,000 the city will receive this year. The committee recommends that the City allocate the 2015-16 HOME funds less the small balance for administration to the 52 unit affordable rental development soon to be under construction by Mid-Pen the Farm at 6800 Mission Street.

Mayor Buenaventura opened the public hearing.

The following individuals expressed appreciation for Council's support:

Mamta Maheshwary, CID
Luis Vizcardo, Renaissance
Margarita Moreno, Renaissance
Tim Russell, Renaissance
Laura Fanucchi, HIP Housing
Kim Gillette, Daly City Youth Health Clinic
Adam Klein, In Vision Shelter Network
Diane Papan, John's Closet
Tessa Solomon, Peninsula Family Services
Jennie Stephens-Romero, Project Sentinel

It was moved by Councilmember Canepa, seconded by Councilmember Guingona and carried to close the public hearing.

It was moved by Councilmember Canepa, seconded by Councilmember Guingona and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 15-60, Approving the City's One-Year Action Plan for Fiscal Year 2015-2016 (July 1, 2015 through June 30, 2016)

AWARD OF BIDS/CONTRACTS:

Professional Services Agreement for Mussel Rock Landfill Site Maintenance to Accommodate New Waste Discharge Requirements Order No. R2-2015-0007

Senior Civil Engineering Hae Won Ritchie stated it is recommended that the Council authorize the City Manager to execute an agreement for professional services with AECOM of Oakland, California for the preparation of work plans and reports at the Mussel Rock Landfill site necessitated by the new Waste Discharge Requirements.

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AWARD OF BIDS/CONTRACTS: Continued

Professional Services Agreement for Mussel Rock Landfill Site Maintenance to Accommodate New Waste Discharge Requirements Order No. R2-2015-0007 – Cont'd.

Mussel Rock was regulated by various regional board orders. Until recently, there were two main orders governing the site. Those two orders were recently rescinded. One was rescinded in November 2014 and the other in January 2015. The Board determined that the City had satisfactorily met the site closure requirements and recognized the tasks that were completed.

The newly adopted order updates the site's Waste Discharge Requirements. The order updates the site monitoring and reporting requirements; and, it requires the city to prepare new work plans to sample landfill gas and monitor slope movement, as well as prepare reports on the adequacy of the existing drainage system and long-term sea level rise.

It was moved by Councilmember Guingona, seconded by Councilmember Christensen and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 15-61, Authorizing Execution of Professional Services Agreement with AECOM

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

There were no speakers.

APPOINTMENTS:

Board/Commission Membership Committee Appointments

There were no appointments.

REPORTS:

Council Committee

Council Committee Meetings, April 13-26, 2015

The Council Committee reported on the Jefferson Elementary School District Committee RE: Surplus School Property (Canepa)

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REPORTS: Continued

City Council

Councilmember Christensen reported a dead raccoon on Vista Grande and Woodrow Street. The contract with the Peninsula Humane Society allows them three days to pick up a dead animal. She was concerned about leaving dead animals on the street where there are children nearby, especially animals that are wild and possibly carrying rabies. She felt we should put some pressure on them to do it sooner.

Councilmember Christensen reported on the Progress Seminar that she and Councilmember Guingona attended.

Councilmember Guingona reported on several events he attended this past week: the Chamber of Commerce Business to Business Event at the Seven Mile House, the Peninsula Memory Care in Colma, Nissan/Hyundai and our Business to Business Event in Daly City. He also reported on Saturday and Sunday he was in Fresno, California representing the Bay Area Wrestling Association, at which time he took thirteen kids from seven different schools to compete at the State level in free style.

Staff

There were no reports.

ADJOURNMENT:

It was moved by Councilmember Canepa, seconded by Councilmember Guingona and carried to adjourn the meeting at 8:10 P.M. in memory of Robert St. Clair, Joe Wells and Magelin Ramirez.

City Clerk

Approved as submitted, this _____
day of _____, 2015.

Mayor



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 26, 2015

Subject: Request to use State Asset Forfeiture Education Funds to provide equipment and training to the Daly City Police Explorer Post

Recommended Action

Staff recommends the use of State Asset Forfeiture Education Funds to provide training and equipment to the Daly City Police Explorer Post.

Background

The Daly City Police Explorers Post, sponsored by the Boys and Girls Scouts of America has been a program for youth development in Daly City for over 40 years. The Explorers have relied on the donation of used equipment and fundraising to be able to do basic training and participate in Explorer Challenges around the state. These Explorer Challenges teach the Explorers skills such as teamwork and critical thinking while handling a series of tactical scenarios and physical challenges.

Discussion

The Daly City Explorer Post offers Daly City youth the opportunity to participate in law enforcement related events while teaching them the values of the Police Department, Explorer Post and Girls/Boy Scouts of America. These young people are often at an economic disadvantage and the Explorer Post is the only way they can experience these types of training courses and events. The program has a strong anti-drug and anti-gang theme and teaches the kids valuable skills they can take with them in their future endeavors. The money requested will pay for new individual Explorer equipment such as uniforms, leather gear and training equipment as well as entrance and lodging fees for the 2015 California Highway Patrol Explorer Challenge.

Fiscal Impact

Funding for is available through the State Asset Forfeiture Education. The total non-recurring cost is \$6,325.35

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

John Gamez
Captain

Manuel Martinez Jr.
Chief of Police



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 26, 2015

Subject: Resolution of Support for Establishing a Priority Conservation Area for the California Coastal Trail

Recommended Action

Adopt a Resolution supporting the Coastal Conservancy's application to establish Priority Conservation Area status for the California Coastal Trail

Background

The Association of Bay Area Governments (ABAG) is updating its Priority Conservation Area (PCA) program. This update introduces four categories to recognize the role of different kinds of PCAs in supporting the vitality of the region's natural systems, economy and human health: Natural Landscapes, Agricultural Lands, Urban Greening, and Regional Recreation. The State Coastal Conservancy intends to nominate the Coastal Trail as a PCA in the Regional Recreation category.

Discussion

The California Coastal Trail is a network of public trails for walkers, bikers, equestrians, wheelchair riders and others along the 1,200-mile California coastline. The nomination will include the Coastal Trail in San Mateo, San Francisco, Marin, and Sonoma Counties. A portion of the California Coastal Trail alignment is within the City of Daly City. Decisions regarding implementation of any future segments of the Coastal Trail would still be determined through the public planning process and environmental review. This nomination will not dictate the alignment of any future segments of the Coastal Trail. PCA designation would make the Coastal Trail eligible for future grants.

Conclusion

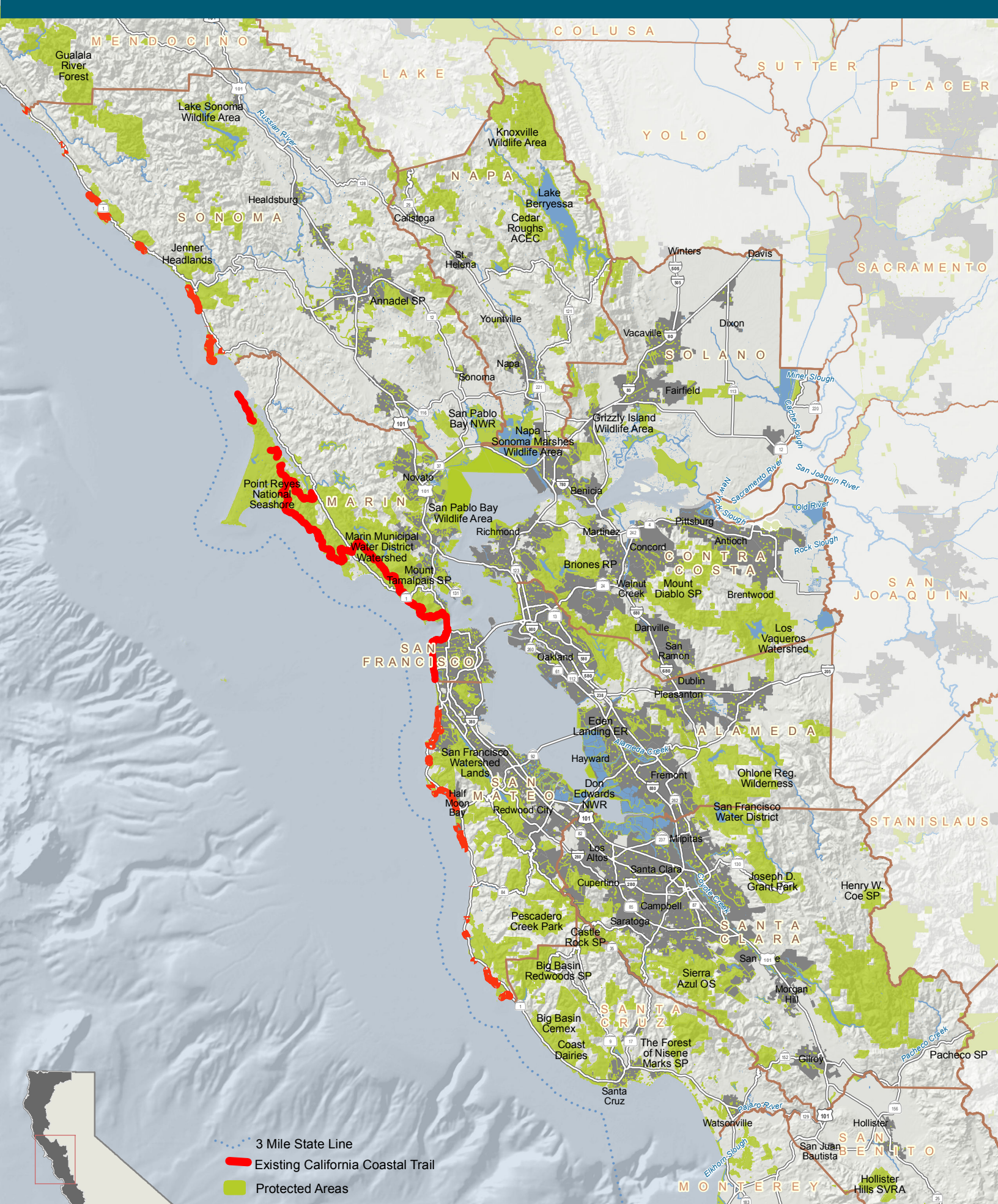
Staff is available to provide any additional information desired by the Mayor or Council members.

Respectfully submitted,

Tatum Mothershead
Interim Director, Economic and Community Development

Attachments:

- Attachment A - Draft Resolution
- Attachment B – Map of Bay Area Coastal Trail



BAY AREA REGION

California Coastal Trail

RESOLUTION NO. __

**A RESOLUTION OF THE CITY OF DALY CITY SUPPORTING
THE CALIFORNIA COASTAL TRAIL AS A PRIORITY CONSERVATION AREA**

WHEREAS, in 2014, the Association of Bay Area Governments requested nominations from local governments and special districts for Priority Conservation Areas pursuant to the Plan Bay Area multi-agency regional planning initiative; and

WHEREAS, Priority Conservation Areas are areas of regional significance which contain important agricultural, natural resource, watershed, historic, scenic, cultural, recreational, and/or ecological values and ecosystem functions deserving of conservation funding; and

WHEREAS, the California Coastal Trail is a network of public recreation trails for walkers, bicyclists, equestrians, wheelchair riders and others along the 1,200-mile California coastline; and

WHEREAS, the City of Daly City hosts a portion of the California Coastal Trail alignment within its boundaries, providing opportunities for solitude and passive and active recreation, including promoting fitness through healthy exercise; and

WHEREAS, the City of Daly City supports the designation of the regionally-significant California Coastal Trail as a Priority Conservancy Area, which would make it eligible for crucial funding.

NOW, THEREFORE BE IT RESOLVED that the City of Daly City hereby supports the designation of the California Coastal Trail as a Priority Conservation Area.



City Council Agenda Report

Item # _____

Meeting Date: May 26, 2015

Subject: Authorization to Submit Grant Application for Cycle 2 Active Transportation Program Funding

Recommended Action

Recommend that the City Council approve a resolution to support and authorize staff to submit an application to the State of California Department of Transportation (Caltrans) and the Metropolitan Transportation Commission (MTC) for the Cycle 2 Active Transportation Program grant funding for the Daly City: Central Corridor Bicycle and Pedestrian Improvements project.

Background

In September 2013, the Governor signed Senate Bill 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 254, Statutes 2013) into law, creating the Active Transportation Program (ATP). The ATP consolidates a number of funding sources intended to promote active transportation into one program.

State and federal law segregate ATP funds into three main components, with funding distributed as follows:

- 50% to the state for a statewide competitive program,
- 10% to the small urban and rural area competitive program to be managed by the state, and
- 40% to the large urbanized area competitive program, with funding distributed by population and managed by the Metropolitan Planning Organization (MPO) – also known as the Regional Competitive ATP.

The California Transportation Commission (CTC) develops guidelines for the ATP. The CTC Guidelines lay out the programming policies, procedures, and project selection criteria for the statewide competitive program, as well as for the small urban/rural and large MPO regional competitive programs. Large MPOs, such as the Metropolitan Transportation Commission (MTC), have the option of developing their own policies, procedures, and project selection criteria that differ from those adopted by CTC, provided they are approved by CTC.

The Cycle 2 Statewide ATP Guidelines were adopted on March 26, 2015 by the CTC. MTC adopted Cycle 2 Regional ATP Guidelines on February 25, 2015, and approved by CTC on March 26, 2015. The Cycle 2 call for projects was announced on March 26, 2015. A total of \$360 million is available for this cycle, which covers Fiscal Years 2016-17, 2017-18, and 2018-19.

Discussion

Statewide Cycle 2 applications are due to Caltrans and Regional Cycle 2 applications are due to MTC on June 1, 2015. Applications will be independently assessed by Caltrans and MTC review committees respectively. Approximately \$180 million is available in the statewide funding and \$150 million is available in the Regional funding. Agencies are encouraged to apply for both

funding sources; however, projects will not be selected for funding by both categories/programs. Caltrans will select grant recipients first for the Statewide ATP. Projects not selected for the Statewide ATP will be considered in the Regional ATP.

The Daly City: Central Corridor Bicycle and Pedestrian Improvements project will install bicycle routes and upgrade pedestrian facilities on Junipero Serra Boulevard from John Daly Boulevard to the City limit with the Town of Colma near D Street and on San Pedro Road, East Market Street, and Guadalupe Canyon Parkway within the limits of Daly City. The bicycle routes are consistent with the City's Bicycle Master Plan in the adopted General Plan. Upgrades to pedestrian facilities will include the installation of curb access ramps meeting current American with Disability Act standards and the implementation of pedestrian visibility improvements at heavily trafficked intersections such as Junipero Serra Boulevard and John Daly Boulevard. The Daly City: Central Corridor Bicycle and Pedestrian Improvements project will also install approximately 680 ln. ft. new curb, gutter and sidewalk, of the approximately 1,050 ln. ft. of missing curb, gutter and sidewalk along Mission Street between San Pedro Road and A Street where no sidewalk currently exists. The remaining 370 ln. ft. of this gap between Daly City and Colma is still within the unincorporated County. Public Works staff is currently in discussions with County Public Works staff about partnering with Daly City to close this gap and improve pedestrian access on Mission St.

Fiscal Impact

A local match is not required for the statewide application; however, applications with a local match contribution will score higher, increasing the likelihood of being selected for grant funding. MTC waives the local match for certain projects such as Safe Routes to School, non-infrastructure, projects benefiting Communities of Concern (COCs), and for projects if pre-construction, such as design, is fully funded locally. Projects not falling under one of the waived categories will be required to have a local match of 11.47%. The Daly City: Central Corridor Bicycle and Pedestrian Improvements project benefits COCs within Daly City so would be exempt from a local match; however, a local match may be necessary to fund project design and the amount is not yet known. As an alternative the Public Works staff will also advocate that the recently approve Westmoor Avenue to Guadalupe Parkway Bicycle and Pedestrian Improvements project for which the City received \$154,750 of Transportation development Act (TDA) funds by the C/CAG, and included \$83,000 local matching funds, will be included so the project has a better chance of being selected.

Summary/Conclusion

Staff recommends that the City Council approve a resolution to support and authorize staff to submit an application to Caltrans and MTC for the Cycle 2 Active Transportation Program for the Daly City: Central Corridor Bicycle and Pedestrian Improvements

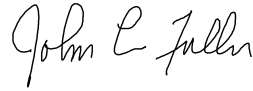
Staff is available to provide any additional information desired by the Mayor or Councilmembers.

**Authorization to Submit Grant Application for
Active Transportation Program Cycle 2
Meeting Date: May 26, 2015
Page 3 of 3**

Respectfully submitted,



Hae Won Ritchie
Senior Civil Engineer



John L. Fuller
Director of Public Works



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 26, 2015

Subject: Authorizing the City Manager to Execute an Agreement Between the City of Daly City and the Daly City Partnership to Manage the Community Services Center

Recommended Action

It is recommended that the City Council authorize the City Manager to execute an agreement between the City of Daly City and the Daly City Partnership to provide program management services for the Community Services Center in an amount not to exceed \$120,000 for a thirteen-month period of June 1, 2015 through June 30, 2016.

Background/ Discussion

The Daly City Community Services Center (CSC), a division of the City Manager's Office, has been serving indigent residents of Daly City, Colma and Broadmoor for over 40 years, since 1974, providing crisis intervention, prevention and other human services. Moreover, the City maintains a contract with San Mateo County for the Center to serve as one of the County's Core Service Agencies.

With the retirement of the CSC Supervisor in June 2013, the City entered into an agreement with Pyramid Alternatives for program management services. Due to an organizational transition at Pyramid Alternatives, Pyramid notified the City that it would terminate its contract with the City, effective April 30, 2015. Upon this notification, the City Manager entered into discussions with the Daly City Partnership to potentially manage the Center going forward.

The Daly City Peninsula Partnership Collaborative (DCPPC - the official 501c(3) designation) was established in 1995 to strengthen a school-city-county partnership to provide programs designed to enhance resident access to health, education, and social services available. In 2006, DCP became the north county provider of differential response services to families in crisis. And by 2010, DCP's Healthy Aging Response Team (HART) began addressing the needs of seniors and disabled persons by connecting them to resources.

With DCP's strong community ties and familiarity with the Center's services and clientele, there is a natural affinity that supports a formal contractual relationship with the Daly City Partnership. The professional services agreement will provide ongoing management oversight and supervision of the staff, programs and services at CSC. This will be accomplished with the provision of a full-time Program Manager or Program Coordinator in the CSC office to coordinate and monitor program activities on a daily basis. Likewise, this position would enhance the Center's current level of service and would be responsible for providing some case management services.

An added benefit to this arrangement is that DCP will be able to co-locate two complementary services at the Center:

1. Community Action Response Team (CART): DCP has been the north county contract provider for Differential Response (DR) services since 2006. CART provides community-

City Council Agenda Report

Subject: Authorizing the City Manager to Execute a One-Year Agreement Between the City of Daly City and the Daly City Partnership to Manage the Community Services Center
Meeting Date: May 26, 2015

Page 2 of 3

based intensive case management to north county's most vulnerable families who have been referred by Child Protective Services. The Center would take in clients visiting DR counselors; however, CART would continue to maintain access to the DR "house" located on the corner of Sullivan and 92nd Street for family counseling services.

2. After School Academic Program (ASAP): The After School Academic Program serves pre-kindergarten through eighth grade students, serving an annual average of over 1,800 students. These students are served at 20 public elementary and middle schools in Daly City and South San Francisco. The Center would house only the administrative office of this program and would not provide direct services at the Center.

The Program Director (DCP's Executive Director) will maintain a direct reporting role with the City Manager's Office to ensure program continuity and coordination, as well as performance outcomes and budgetary accountability. Furthermore, the Program Director will be the key CSC liaison between DCP, the City, San Mateo County and other agency partners.

Fiscal Impact

The City has a three-year agreement with the Human Service Agency of San Mateo County for a total of \$409,713, for a term beginning July 1, 2013 through June 30, 2016. This funding is instrumental for the City to continue to provide this service. The City would use these funds to pay for contractual services provided for by the Daly City Partnership.

The budget proposed by the Daly City Partnership provides for a range in contractual costs. Depending on the successful recruitment efforts of the DCP in finding either a Program Manager or Program Coordinator, the costs for the agreement could range as high as \$120,000 and as low as \$105,856.

It should be noted that in order to house additional DCP staff members, the City will provide in-kind facility rental estimated at \$56,400 (shared access to a 4,700 square foot office at approximately \$2.00 per square foot).

Summary/Conclusion

Implementing a community partnership model with a local non-profit to provide ongoing supervision and management of the Daly City Community Services Center is consistent with the best practice of focusing on the City's limited resources on core services. Non-profits such as the Daly City Partnership offer a more cost effective and efficient model for providing human services to our community. Thus, it is recommended that the City Council authorize the City Manager to execute an agreement between the City of Daly City and the Daly City Partnership to manage the Community Services Center in an amount not to exceed \$120,000 for a thirteen-month period of June 1, 2015 through June 30, 2016.

City Council Agenda Report

Subject: Authorizing the City Manager to Execute a One-Year Agreement Between the City of Daly City and the Daly City Partnership to Manage the Community Services Center
Meeting Date: May 26, 2015

Page 3 of 3

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Julie Thuy Underwood
Assistant City Manager



Patricia E. Martel
City Manager

Attachment: Professional Services Agreement between the City Of Daly City and Daly City Peninsula Partnership Collaborative Partnership

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF DALY CITY
AND DALY CITY PENINSULA PARTNERSHIP
COLLABORATIVE PARTNERSHIP**

THIS AGREEMENT is made at Daly City, California, effective June 1, 2015, by and between the City of Daly City, a municipal corporation ("City") and Daly City Peninsula Partnership Collaborative Partnership ("Contractor"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in the Agreement, Contractor shall provide to City the management of the Daly City Community Services Center, as set forth in more detail in the Proposal and Budget submitted by Daly City Partnership attached as **Exhibit A**, and herein incorporated to the Agreement by this reference.
2. **PAYMENTS.** City shall pay Contractor for services rendered pursuant to this Agreement and in accordance with the Budget Narrative set forth in **Exhibit A**. Contractor shall submit all billings for said services to City and City agrees to make payment within 30 days of receipt of all undisputed invoices.
3. **RELATIONSHIP OF THE PARTIES.** Contractor agrees and understands that the work/services performed by Consultant under this Agreement are performed as an Independent Contractor and not as an employee of the City and that Contractor and Consultant acquire none of the rights, privileges, powers or advantages of City employees.
4. **HOLD HARMLESS.** It is agreed that Contractor shall defend, hold harmless, and indemnify the City, its officers, and employees from any and all claims, suits, or actions of every name, kind, and description, brought for, or on account of, injuries to or death of any person(s) or damage to property of any kind whatsoever and to whomsoever belong, which arise out of the negligent acts or omissions of the Contractor, its officers and/or employees, other than Contractor, provided that this shall not apply to injuries for which City has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

In the event of concurrent negligence of the City, its officers and/or employees, Contractor, its officers and/or employees, to persons and/or property, which arise out of terms and conditions of this, Agreement shall be apportioned according to the California theory of comparative indemnity.

The duty to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. **LIABILITY INSURANCE.** The Contractor is liable for damage including negligence in the performance of this contract. Contractor agrees to maintain a policy of insurance in the minimum amount of \$1 Million to cover any negligent acts or omissions committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement. General liability insurance shall include endorsements that:
 - a. Identify the policy number;

- b. Include a statement that “the City of Daly City, including its officer, employees and volunteers are additional insureds;
- c. Include a statement that the insurance shall be primary and that the insurance shall not be cancelled except upon prior written consent to Daly City (30 days prior);
- d. A CG 20 10 11 85 form is required;
- e. Endorsements must be signed by the insurance company or broker, and provided to the City;
- f. Any deviations from the above insurance requirements must be approved by the City Attorney’s Office..

6. **NON-ASSIGNABILITY**. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this section automatically shall terminate this Agreement.

7. **TERMINATION OF AGREEMENT**. Contractor or City may, at any time after ten days from execution of Agreement, terminate this Agreement, in whole or in part by giving thirty (30) days written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the City and shall be promptly delivered to the City. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work / services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work / services completed to the work / services required by the Agreement.

8. **COMPLIANCE WITH LAWS**. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws codes, ordinances and regulations.

9. **LICENSES**. Contractor represents and warrants to the City that it has all licenses, permits, qualifications, insurance and approvals whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required to Contractor to practice its profession

10. **NON-DISCRIMINATION**. Contractor shall not discriminate, on the basis of a person’s race, ancestry, sex, creed, color, national origin, religion, age, political affiliation, marital status, medical condition, sexual orientation, or disability, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall apply with all applicable federal, state and local laws, policies, rules, and requirements related to equal opportunity and non-discrimination. . Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

11. **RETENTION OF RECORDS**. Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be

subject to the examination and/or audit of the City, a federal grantor agency, and the State of California.

12. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by the City Manager ("Administrator"). All correspondence shall be directed to or through the Administrator or her designee.

13. **TERM OF AGREEMENT.** This agreement shall commence on June 1, 2015 and shall remain in effect until June 30, 2016.

14. **NOTICES.** Any written notice to Contractor shall be sent to:

Pat Bohm, Executive Director
Daly City Partnership
725 Price Street
Daly City, CA 94015

Any written notice to City shall be sent to:

Patricia E. Martel
City Manager
333 90th Street
Daly City, CA 94015

15. **GOVERNING LAW.** This Contract and all interpretations thereof shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Date

CITY OF DALY CITY, a municipal corporation

By: _____
Patricia E. Martel, City Manager

DALY CITY PENINSULA PARTNERSHIP
COLLABORATIVE PARTNERSHIP

Date: _____

By _____
[Name]
[Title]



Qualifications and Experience:

Thank you for the opportunity to submit this proposal for the Daly City Partnership (DCP) to take on the management and staffing of the Community Service Center for the City of Daly City. The nature of the core service agency is in perfect alignment with the Partnership's mission: ***to guide collaborative efforts and connect the community to services that promote well-being.*** DCP is uniquely positioned to serve the community by effectively drawing upon our vast network of partnerships and collaborations throughout the county. In addition, the city's offer of in-kind office space on the first floor of the Community Service Center fulfills DCP's vision of housing multiple health, social and educational services under one roof. This model of "one-stop shopping" means that the community can be supported on multiple levels within the same location. Thank you for the opportunity to break down department silos, and bring a newly united DCP team of ten additional staff to the facility. We value this opportunity to work collaboratively and support the service case workers with shared resources and professional development.

History and Organizational Capacity

Established in 1995 through seed money from Peninsula Community Foundation, John Maltbie, county manager, and Sterling Spierin, Peninsula Community Foundation CEO, challenged Peninsula cities to form school-city-county partnerships and provide programs designed to ensure that members of our community have access to the health, education, and social services they need to be successful in school and in life. The Daly City Peninsula Partnership Collaborative Partnership (DCPPC - the official 501c3 designation) emerged in the 90's, thanks to the vision of the City of Daly City and the Jefferson Elementary School District.

Concentrating on providing direct services, DCP's first offerings began with after school academic services (tutoring, homework centers, and enrichment classes) and summer school readiness programs...all designed to help ensure reading proficiency by third grade. The opening of the North Peninsula's first and only early childhood resource center, known as "Our Second Home" followed shortly after in 2002. In 2006, DCP became the north county provider of differential response services to families in crisis. And by 2010, DCP's Healthy Aging Response Team began addressing the needs of seniors and disabled persons by connecting them to resources.

During our July 2013 strategic planning retreat, the Daly City Partnership (DCP) board and staff developed a new vision statement: ***to empower a community of people to learn, grow, and achieve a fulfilling life.*** What better way to achieve this than by facilitating the provision of safety net services in the territory we already serve on multiple levels. With an annual budget of 1.2 million dollars, our organization continues to grow through the following core programs: the Community Action Response Team (CART), the Healthy Aging Response Team (HART), Our Second Home (OSH), and the After School Academic Program (ASAP).

Many of the services currently being provided by CART, HART, OSH and ASAP are a compliment to the services rendered at the Community Service Center.



- ❑ [Community Action Response Team \(CART\)](#): DCP has been The North County contract provider for Differential Response services since 2006. CART provides community-based intensive case management to North County's most vulnerable families who have been referred by Child Protective Services. Our highly trained, experienced and compassionate staff have developed an expertise in identifying and connecting families to services and resources located throughout North County. CART has perfected its ability to expedite the referral process by leveraging their vast network of key relationships within the North County Core Agencies and through over 100 community/ agency partnerships (see attachment A for a complete list of DCP Collaborations). For over five years, CART has also been one of five organizations belonging to the North County Outreach Collaborative, a San Mateo County Behavioral Health Initiative designed to reduce the stigma of mental health issues and increase access to services to five of the most underserved communities: Chinese, Filipino, Hispanic, Pacific Islander, and LGBT. In addition, CART enhances their service to the community by providing domestic violence survivor support groups for North Peninsula residents. CART is also an enrollment site for SHFB, and helps coordinate DCP's monthly food distribution ("Family Harvest") in the Bayshore District. CART also is a partner in the county Lifeline Transportation Plan grant, issuing monthly bus passes and individual bus tickets to their clients in need each month. Target partners with the Daly City Partnership, and the CART team receives weekly marked out-of-stock merchandise to share with their low-income families. Private donations from civic groups, private clubs, and fraternal organizations are received each year to support CART's families in crisis, especially with toy, food, and clothing donations around the holidays.

Summary of complimentary services of CART and the Core Agency:

- (Intensive) case management
 - Assistance with public transportation through participation in HSA's Lifeline Transportation Plan grant
 - Crisis intervention. Note: CART program manager has provided training on crisis intervention throughout San Mateo County and will provide this training to core agency staff as well
 - Advocacy and mediation
 - Translation and interpretation in Spanish and Tagalog
 - Outreach services
 - Store Merchandise Donation Program for low-income families
 - Financial education around creating and maintaining a budget, accessing additional financial resource through the connection to benefits, and so forth
 - Quarterly and annual performance measure reporting to Children and Family Services, a division of San Mateo County's Human Service Agency
-
- ❑ [Healthy Aging Response Team \(HART\)](#): Funded since 2006 through private/foundation grants, (Kaiser, Mills Peninsula, SVCF, Woodlawn, etc.) the HART program provides access to services through a team of highly trained senior 'peer' volunteers who staff a 40 hour phone and drop-in information, referral and assistance system, located at the Doelger



Senior Center. In 2013, HART was awarded the SMC Aging and Adult Service Grant to provide this service to cities north of Millbrae and Montara. And just recently, HART was approved to receive Measure A funding to expand their friendly visiting program for isolated seniors by adding a home-visiting case worker, as well as a 'Meals Express' program for homebound seniors and disables. HART is the brainchild of ACCESS (Adults Connecting with Care to Education and Social Services), a collaboration of over 40 community based partners, government agencies, and civic leaders serving older adults and persons with disabilities. Through needs assessments and surveys compiled as far back as 2002, ACCESS determined that the creation of this program would help to alleviate the isolation felt from seniors and disabled persons, allowing them to age comfortably in their own home. The Mission of the HART program is to enhance wellness, build trust, encourage self-sufficiency, and create positive communication across generations. Transportation and affordable housing continue to be at the forefront of needs for our clients. HART Program Supervisor, Chito Patricio, has been instrumental in providing monthly trainings that connect his team of volunteers to the faces behind community resources, creating a conduit to connect clients to positive solutions. The HART team regularly conducts weekly 'check-in' calls (with client permission), to ensure senior needs are met, and friendly, caring voices help them stay in touch.

Summary of complimentary services of HART and the Core Agency:

- Translation and interpretation
 - Basic case management, needs assessment
 - Assistance in completing forms and applications for services
 - Connections to community partners who can get the job done
 - Advocacy for seniors and the disabled in need
- [Our Second Home \(OSH\):](#) Since 2001, Our Second Home has been the premier provider of Early Childhood resources for the North Peninsula. Created through support from First 5 of San Mateo County, Packard Foundation, and over 20 individual and foundation grants, Our Second Home's Family Resource Center continues to provide health services, educational support, onsite care coordination, free family therapy, developmental assessments, parenting classes, and supportive activities for families, early childhood educators, and caregivers with children aged 0 through nineteen. OSH also provides a network of support programs 'in house' through partnerships with Edgewood-Kinship (weekly support group for relatives raising children in foster care), Peninsula Family Services (on-site State preschool), Libre –SMC Legal Aid Society (counseling for low income / immigrant families), StarVista (marriage and family therapy and parent education) Second Harvest Food Bank (CALFresh enrollment and weekly food distribution) and Speech Goals/Golden Gate Regional Center (speech & learning delay programs) and H.S.A.(benefits analyst on-site for Cal Fresh, CalWORKS, Covered CA, Medical). OSH regularly offers weekly English as a Second Language classes (including childcare), Parent Education Programs ("Play and Grow", "Daddy and Me", "Building Emotional Understanding", "Positive Discipline" etc.), nutrition (



‘Healthy Cooking’) and exercise programs (Yoga, Zumba) to help improve parents cognitive, emotional, and physical development.

Summary of complimentary services of OSH and the Core Agency:

- Short-term counseling
 - Translation and interpretation
 - Outreach services
 - Domestic Violence Survivor Support Groups
 - Childcare resources
 - Care coordination and benefits
 - Mental health support and group therapy
 - Parent Education
- [After School Academic Programs \(ASAP\)](#): the Partnership’s ‘flagship’ service was designed to offer programs that would help students achieve literacy proficiency by third grade. San Mateo County, the City of Daly City, and the Jefferson, Brisbane, Bayshore, and South San Francisco School Districts pooled their funding sources together to form the Daly City Peninsula Partnership Collaborative. *Tutoring, Homework Assistance, Enrichment Classes*, and Summer *Kindergarten Readiness* programs were the original staple of offerings. The After School Academic Program division has grown significantly over the years, and now serves Pre-Kindergarten through Eighth Grade students with the same high-quality after school programs, augmented by Parent Engagement/Education and summer bridge STEM classes. Annually, over 1800 students are served at 20 public elementary and middle schools in Daly City and South San Francisco. Our 19 years of experience with extended school-day learning has contributed to our menu of high quality, exemplary programs (2 time winner of the J. Russell Kent Award from the San Mateo County Office of Education) that help students achieve, and close the achievement gap created from socio-economic inequity. Additional support is received annually from Silicon Valley Community Foundation, First Five-San Mateo County, and SMC Workforce Development. Even during recessionary budget times, ASAP/DCP has maintained the Board of Supervisors approval and a perpetually renewed San Mateo County contract over the past 14 years. (The Partnership currently holds 4 county contracts.)

Summary of complimentary services from ASAP and the Core Agency

- Referrals to tutoring, homework assistance, ELL support programs, and enrichment scholarships for children at 20 elementary and middle schools.
- Enrollment in summer school readiness, literacy and STEM programs for Daly City students in need of support.
- Parent Education programs and family engagement activities
- Close working relationships with Principals, staff and teachers as a conduit for families to connect to available resources.



Timeline and Budget

For the 2015-16 fiscal year, Daly City Partnership proposes the following staffing, timeline, and in-kind occupancy of the Community Service Center:

May 2015:

1. Assistant City Manager takes on management of the center, for the transition phase.
2. Former Program Coordinator retained on an hourly contractual basis with the city for training and transition, continuing until new Program Coordinator (or Manager) is fully trained.
3. DCP Proposal and Summary Exhibit "A" submitted to City Council for review, then resolution.
4. DCP Program (Coordinator (or Manager) position posted, and screening/hiring process begins.

June 2015:

1. DCP Executive Director takes up office residence and supervision of the Community Service Center two days per week-16 hours (continuing through the first 7 months of the contract.) Remodel of reception area begins in order to improve client welcome, access, and service.
2. Begin analysis of center efficiency and customer service. Work with 2 existing case workers and 1 represented administrative assistant on implementing program improvements, with particular attention to training and timely proper data entry into Clarity system.
3. Final hiring phase of the 40 hour Program Coordinator (or Manager), a position which includes direct case management and client services in order to alleviate high caseloads.
4. Backpack Drive for students-in-need begins with Daly City Partnership Resource Center as lead coordinator, in partnership with Daly City Fire Department (proposed)
5. New marketing strategy begins. Linkages to DCP web site, print material, signage, etc.



July 2015

1. Community Action Response Team begins move to new in-kind offices at center for differential response programming. Daly City Maintenance assists with minor furniture moving. Per contractual agreement with the city, and in compliance with the 2 year residency stipulation mandated by Rebuilding Together on April 27, 2014, DCP will retain occupancy of 204 90th Street (city owned building) for DCP program expansion and client services.
2. Program Supervisor in place, training continues.
3. Joint professional development scheduled, team building activities begin.

August 2015

1. After School Academic Program Division moves to center. Daly City Maintenance provides office furniture move. 600 square feet of Larcombe Clubhouse office / meeting room space is retained for HART program expansion, to house Community Care Coordinator for friendly visiting program, and Food Express delivery person, for emergency meals.
2. **Mid August:** Grand Re-Opening of the Daly City Partnership Resource Center is celebrated with an afternoon reception for partnering agencies. Backpacks distributed to community partners. Proposed date: **Monday, August 10th 2 pm to 5 pm.**

September 2015 – December 2015

1. Marketing and branding campaign continues with consultant (indirect and supply cost). Program supervisor and ED conduct outreach to schools and community partners. Begin marketing campaign for Operation Santa Claus.
2. Establish goals, complete quarterly reports, audit progress on meeting goals.
3. Make reports to the city manager's department on a regular and agreed upon schedule.

January – June 2016

1. Program Director (E.D.) scales back to one day per week of dedicated management.
2. Program plan evolves for 2016-17 budget reduction, and subsequent full management of community service center.

Budget: See attachment B



Philosophy and Service Model:

The Daly City Partnership is dedicated to providing a warm and welcoming environment at the Community Service Center, where members of the community are treated with dignity and respect. Our hiring practices and approach to training will enable DCP to building a cohesive team who knows how to sensitively explore the client's needs. Weekly staff meetings and shared department trainings will create a vast knowledge of available resources. Staff will be trained to leverage clients existing strengths, using this to build upon to achieve a greater level of self-sufficiency. Staff will assess client's current needs and match those needs with available resources targeting several priority areas designed to implement comprehensive supports. To assure that services are never interrupted, adequate staffing will be maintained at all times and schedules will be staggered to allow for full coverage of all services. A network of volunteers will also be trained to provide additional support.

DCP intends to leverage existing partnerships and Memorandum of Understandings (MOUs) with Second Harvest Food Bank in the distribution of food, Libre for immigrant services and benefit assistance, StarVista for mental health services, and the Human Service Agency's Lifeline Transportation Plan contract for monthly bus passes and individual ride tickets. Parenting classes at OSH, domestic violence groups at CART, and tutoring services offered through ASAP will also be available for Core Agency clients to utilize on a priority basis. Language support from these programs will also be accessible on an as-needed basis. DCP staff and volunteers currently speak English, Spanish Tagalog, Mandarin and Cantonese. New MOUs will also be sought with the County in an effort to provide additional on-site services such as an on-site benefits analyst.

All client services will be documented through Clarity. Staff will be trained to note intake details in a "BIRP" format consisting of a detailed description of the Behavior or issue facing the client, the staff member's corresponding Intervention, the client's Response to this intervention, and a Plan for next steps or follow-up. The program manager will conduct monthly audits of all client documentation to assure quality and standardization. A staff member that requires additional training on documentation will be determined through this process and follow up will be made. Additional services, standardized policies and procedures will be adhered to in accordance with county contract requirements or created in-house to the extent that is feasible with the resources available.

Client needs and corresponding services provided will be further monitored by case management staff tracking all referrals made according to type of service and organization providing this service. Whether a referral was successfully completed or not will also be documented, and it is expected that the staff will follow up with clients during their spare time to see if their needs were met.



Customer Service and Performance Outcomes

Ensuring that caring, compassionate, quality services are consistently being delivered and that clients' needs are being met will be our top priority. Staffing will be reflective of the community being served, and DCP's hiring practices will assure that staff represent the diversity of the region and possess language capabilities in Spanish, Cantonese and so on. Services and all corresponding paperwork, hand-outs, and marketing resources will be revamped to provide clear, concise and compelling descriptions of services and will be provided in at least English and Spanish. Translation services will be available through our HART volunteer team, who are currently fluent in 5 languages: Spanish, Tagalog, Cantonese, Mandarin, and English, if assistance in other languages is needed.

Case managers will be highly experienced in their level of knowledge around available community resources and utilize their personal contacts with all core agencies community partners to expedite the referral process.

Hours of operation will be Monday through Friday from 8:00 am until 5:00 pm 4 days per week, with Thursday opening from 12:00 pm until 5:00 pm, along with Thursday evening appointments available to accommodate clients who are employed during the day. Staff schedules and lunches will be staggered to assure that the program is rarely closed.

Staff will receive ongoing supervision and training to enable them to be highly competent in working with at-risk populations. Weekly or Bi-weekly staff meetings will be held Thursday Mornings, with staff attending CART and HART weekly and monthly trainings on a staggered basis to insure that the center remains open, sharing information with colleagues.

Meeting or exceeding contractual number goals will speak to the Core Service Agency's growing reputation for high-quality, caring service. DCP's philosophy is that if we cannot immediately fill a client's needs, that we will find another resource or community partner who can. The Board of Supervisors has mandated that no family with children in San Mateo County will be allowed to remain homeless or live on the streets. The food pantry will be available to anyone who is hungry, clothing donations provided for anyone in need.

Client feedback is gathered in all DCP programs, and the Core Service Agency will be part of this evaluation process. Random client exit and post-service surveys will be administered quarterly, with anecdotal information and success stories captured for narrative reports. Clarity reports will illustrate case work-loads and follow-up details, which will be monitored by management.

City and County Contract Compliance

The Daly City Partnership currently holds several contracts with the County of San Mateo, and our personnel policies mirror county contractual requirements. We are an equal opportunity employer (section 18:1 of the DCP employee manual) and offer the option of acquiring health, dental and vision benefits for spouses, children and domestic partners on an equal basis. We currently have \$1,000,000.00 in liability coverage for all employees and board through the Non-Profit Insurance Alliance of CA. and Carolina Casualty. Workers Compensation coverage is



provided through Hartford Insurance. Employees will receive up to five days pay for jury duty in San Mateo County. City policy and benefits will be honored for all grandfathered city employees during the 2015-16 contract year. All other provisions of the standard San Mateo County contract will be strictly adhered to, and all employees will be made familiar with contract content and requirements.

Conclusion

Thank you, once again, for your time and consideration in assessing this proposal.

Respectfully submitted,

Pat Bohm, *Executive Director*

Daly City Partnership
725 Price Street
Daly City, CA 94015

Office: 650-301-3305
Cell: 650-438-9335

pat@dcpartnership.org
www.dcpartnership.org



Daly City Peninsula
Partnership Collaborative

Daly City Community Service Center *PROPOSAL*

Budget Projection 2015 -16														
						CA-SUI	SS-Medicare	Workers Comp						
Program Costs	Hourly Rate	Per Day	# of Days	# of Weeks	Sub Total	# of Staff	0.0623	0.078	0.0068	Benes	Tax/Bene Subtotal	Total	Admin & Indirect	Actual Cost
Program Director	40.62	8.00	2.00	26.00	16897.92	1.00	1052.74	1318.04	114.91	1704.00	\$4,189.68	\$21,087.60	\$3,163.14	\$24,250.74
Program Manager-Community Worker														
	25.32	8.00	5.00	52.00	52665.60	1.00	3281.07	4107.92	358.13	4620.00	\$12,367.11	\$65,032.71	\$8,754.91	\$73,787.62
Program Director	40.62	8.00	1.00	26.00	8448.96	1.00	526.37	659.02	57.45	924.00	\$2,166.84	\$10,615.80	\$0.00	\$10,615.80
TOTALS														\$108,654.16
Option 2 Community Worker at Program Coordinator Level	21.21	8.00	5.00	52.00	44116.80	1.00	2748.48	3441.11	299.99	4620.00	\$11,109.58	\$55,226.38	\$4,418.11	\$59,644.49
June 2015 Budget														
Program Director	40.62	8.00	2.00	4.00	2599.68	1.00	161.96	202.78	17.68	2772.00	\$3,154.41	\$5,754.09	\$863.11	\$6,617.21
Program Manager-Community Worker														
Transition Totals:	25.32	8.00	5.00	2.00	2025.60	1.00	126.19	158.00	13.77	1848.00	\$2,145.97	\$4,171.57	\$625.73	\$4,797.30
2014-15 Budget														
\$11,414.51														



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 26, 2015

Subject: RESOLUTION IN SUPPORT OF ADOPTING THE PRINCIPLES OF THE UNITED NATIONS CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN (CEDAW)

Recommended Action

It is recommended that the City Council adopt a Resolution in support of adopting the principles of the United Nations Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW).

Background

The United Nations Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), is the only international human rights treaty that provides a universal definition of discrimination against women and brings attention to a whole range of issues concerning the human rights of women. The United Nations General Assembly adopted CEDAW in 1979 and it became effective as an international treaty on September 3, 1981, after the twentieth country had ratified it. To date, 186 of 193 U.N. member States worldwide have ratified the treaty. President Carter signed the treaty on behalf of the United States in 1980, but the United States Senate has yet to ratify CEDAW. The U.S. is one of the seven member States, and the only industrialized nation, that has failed to ratify CEDAW, along with such countries as Iran, Somalia and Sudan. Since 1995 numerous state and local jurisdictions have passed resolutions in support of CEDAW in an effort to place pressure on the U.S. Senate to ratify the treaty.

The City of Daly City has established a variety of programs and policies that support and implement the principles of CEDAW, including encouraging recruitment and retention of female applicants for all public employment classifications, particularly in the public safety field, enforcing legal requirements against discrimination, providing anti-harassment training and career development training for female employees.

The City of Daly City has a demonstrated commitment to women's rights and full equality through its legislative actions and on-going advocacy efforts. Staff believes that adherence to the principles of CEDAW on the local level will promote equal access to and equity in health care, economic development, educational opportunities, and employment for women, as well as reducing incidence of violence against women and human trafficking.

Summary/Conclusion

Staff recommends that the City Council adopt a Resolution in Support of Adopting the Principles of the UN Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW).

City Council Agenda Report

Subject: RESOLUTION IN SUPPORT OF ADOPTING THE PRINCIPLES OF THE UNITED
NATIONS CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION
AGAINST WOMEN (CEDAW)

Meeting Date: May 26, 2015

Page 2 of 2

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

A handwritten signature in black ink, reading "Patricia E. Martel". The signature is written in a cursive style with a large, stylized "P" and "M".

Patricia E. Martel
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY IN SUPPORT
OF ADOPTING THE PRINCIPLES OF THE UNITED NATION CONVENTION ON THE
ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN (“CEDAW”)

WHEREAS, the United Nations Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) was adopted by the United Nations General Assembly on December 8, 1979, became an international treaty as of September 3, 1981, and 186 United Nations member states have agreed to be bound by CEDAW’s provisions; and

WHEREAS, CEDAW provides a comprehensive framework for governments to examine their policies and practices in relation to women and girls and to rectify discrimination based on gender; and

WHEREAS, women have made major gains in the struggle for equality in most fields, much more still needs to be accomplished to fully eradicate discrimination based on gender; and

WHEREAS, the United States is the only industrialized nation to not yet ratify CEDAW and many cities and states have called for ratification of CEDAW by the United States Congress; and

WHEREAS, the City of Daly City has many programs and policies in place that support and implement the principles of CEDAW, including recruitment, and retention efforts targeting women, particularly in the public safety field; enforcing legal requirements against discrimination, providing anti-harassment training, and offering career development training for female employees; and

WHEREAS, the City of Daly City allocates CDBG funding for economic and community development activities which has resulted in 70% of the small business owners seeking business development assistance representing women; 61% of female-heads of household receive childcare assistance to enable them to be gainfully employed and support their families; and 50% of those being served by the Project Read Literacy Program are women; and

WHEREAS, the Daly City Police Department has focused efforts, through dedicated staffing, to address human trafficking, by providing annual training for police officers, utilizing a survey tool designed to determine if runaway youth may be subject to human trafficking, an established policy to investigate all juvenile runaways/missing persons to identify potential human trafficking, and working with local law enforcement agencies in San Francisco and San Mateo County, as well as nationally, to conduct sting operations aimed at rescuing victims of human trafficking; and

WHEREAS, the DCPD also partners with local non-profit organizations such as ALLICE and CORA, to protect women against domestic violence, participating in countywide domestic violence response review panels, and receiving a grant to enhance domestic violence responses countywide through strengthening partnerships with the courts, Child Protective Services, CORA and advocacy activities; and

WHEREAS, the United States Conference of Mayors adopted a resolution in June 2014 urging cities across the United States to participate in the CEDAW initiative and pass local resolutions reflecting the principles of CEDAW; and

WHEREAS, the City of Daly City has a demonstrated commitment to women's rights and full equality through its legislative actions, policies, and on-going advocacy efforts; and

WHEREAS, adherence to the principles of CEDAW on the local level will promote equal access to and equity in health care, economic development, educational opportunities, and employment for women, as well as addressing violence against women.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it does hereby resolves as follows:

1. The City supports and adopts the operative principles of the United States Convention on the Elimination of all Forms of Discrimination Against Women (CEDAW).
2. The City shall ensure that it does not discriminate against women in any area including employment, allocation of funding and delivery of direct and indirect services.
3. The City pledges to take joint and separate action, as appropriate, in cooperation with the County of San Mateo, the State of California, the United States Government and the United Nations for achievement of the principles underlying CEDAW.
4. The City shall work with the County of San Mateo, the State of California, and Non-profit entities to support the delivery of said programs.
5. It is the policy of the City that employers within the City take all appropriate measures to eliminate discrimination against women in employment and other economic opportunities. This includes but is not limited to ensuring that women enjoy: (a) The same employment opportunities as men; (b) The same access to promotion, job security and all benefits and conditions of service, regardless of parental status; (c) Equal remuneration, including benefits, and to equal pay with respect to work of equal value; and (d) The same protection of health and safety in working conditions.
6. The City shall encourage the provision of necessary supportive social services to enable parents to combine family obligations with work responsibilities and participation in public life, including but not limited to the establishment and development of a network of child care facilities, paid family leave, and family-friendly policies.
7. The City shall encourage the use of public education and all other available means to urge financial institutions to facilitate access by women to bank accounts, loans, mortgages and other forms of financial services.
8. It is the policy of the City to take and diligently pursue all feasible measures to prevent and redress sexual and domestic violence against women, which may include, but are not limited to, where appropriate: (a) Police enforcement of criminal penalties; (b) Providing or working with non-profits for protective and supportive services for survivors, including counseling and rehabilitation programs; (c) Providing gender sensitive training of city employees regarding violence against women; and (d) Providing rehabilitation programs for perpetrators of violence against women.

9. The City shall not discriminate on the basis of race, ethnicity, culture, language or sexual orientation, when providing the above supportive services.

10. It shall be the policy of the City that all necessary measures be taken to protect women from sexual harassment in their places of employment, school, public transportation, and any other places where they may be subject to harassment.

11. Because prostitutes are especially vulnerable to violence because their legal status tends to marginalize them, it shall be the policy of the City to diligently investigate violent attacks against prostitutes and make efforts to determine the level of coercion involved in individual cases of prostitution, in particular where there is evidence of trafficking in women and girls.

12. It shall be the goal of the City to support public information and education programs to change traditional attitudes concerning the roles and status of women and men.

13. It is the policy of the City that there be no discrimination against women in the field of health care, regardless of race, ethnicity, culture, language, or sexual orientation.

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the appropriate county, state and federal elected representatives.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2015, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

APPROVED:

CITY CLERK OF THE CITY OF DALY CITY

MAYOR OF THE CITY OF DALY CITY



City Council Agenda Report

Item # _____

Meeting Date: May 26, 2015

Subject: Substantial Amendment to Fiscal Year 2013-14 HUD Action Plan

Recommended Action

1. Conduct a Public Hearing.
2. Approve a substantial amendment to the City's HUD Consolidated One-Year Action Plan for Fiscal Year 2013-14;
3. Approve the use of unallocated CDBG funds to reimburse the City General Fund in the amount of up to \$90,000 for costs associated with refinance of the City's 2004 Section 108 loan.

Background

On April 27, 2015 the Daly City Council authorized the City Manager to execute documents associated with refinancing the City's 2004 Section 108 Loan. The loan was originally executed in 2004 for the purpose of financing construction of the Bayshore Community Center. In March of 2015 HUD staff contacted City staff regarding an opportunity to participate in a public offering that would enable the City to refinance the loan at a significantly lower interest rate. Participation in the public offering will result in savings of approximately \$380,000 over the remaining seven years of the loan term. In order to participate in the Public Offering, the City is required to pay approximately \$90,000 in accrued interest and closing costs.

Although the Council authorized the use of General Funds for the purpose of paying interest and closing cost expenses associated with the Section 108 Loan refinance, these costs are an eligible use of CDBG funds. Use of CDBG funds for this purpose is considered a Substantial Amendment to the City's 2014-15 HUD Action Plan, an action that requires a 30-day notice followed by a public hearing. As the payment of interest and closing costs was due to HUD before the public hearing could be completed, the City used general funds. With Council approval of the proposed substantial Action Plan Amendment, the City could reimburse the earlier General Fund expenditure.

Discussion

Use of unallocated CDBG funds will enable the City to save up to \$90,000 in General Fund expenditures and will not result in any reduction of funding to CDBG activities described in the 2014-15 or 2015-16 HUD Action Plans. The \$90,000 CDBG reimbursement to the General Fund is possible due to an unanticipated loan repayment to the CDBG program.

HUD requires citizen participation for all substantial Action Plan amendments. This was accomplished by making the draft amendment available for public review at local libraries, the Daly City Community Service Center and City Hall from April 24, 2015 through May 26, 2015. Public notification on the availability and description of the proposed amendment to the Action Plan was printed in *The Examiner* and posted on the City's website.

City Council Agenda Report

Subject: Substantial Amendment to 2014-15 HUD Action Plan

Meeting Date: May 26, 2015

Page 2 of 2

Summary/Conclusion

Refinance of the City's existing \$2,670,000 Section 108 debt will enable the City to save over \$384,328 in CDBG funds over the next seven years. These funds could be used for critically needed housing and community development needs. In light of continuing reductions in Federal funding, these savings will help the City to maintain its current funding levels to City-sponsored housing and public service activities.

Allocation of unspent CDBG funds to reimburse the City for accrued interest and closing costs associated with the loan refinance, will enable the City to save approximately \$90,000 in General Funds.

Staff is available to provide any additional information desired by the Mayor or City Council Members.

Respectfully submitted,



Betsy ZoBell
Housing and Community Development Supervisor



Tatum Mothershead
Economic & Community Development
Director



City Council Agenda Report

Item # _____

Meeting Date: May 26, 2015

Subject: Approval of Benefit Assessments for Linda Vista Area for Fiscal Year 2015-2016

Recommended Action

Recommend the City Council conduct the public hearing and approve the Engineer's Report and the Fiscal Year 2015-2016 property assessments for the Linda Vista Area Benefit Assessment District.

Background

City Council Resolution No. 90-55 established the Linda Vista Area Benefit Assessment District (District). The benefited area is subdivided into two drainage basins, Linda Vista and Bay Ridge and includes the Bay Ridge, Bay Vista and Linda Vista subdivisions. These subdivisions are required to detain on-site storm water run-off in excess of the flow rate before the land was developed.

The Bay Ridge drainage area is west of 308-309 Bay Ridge Drive and serves a total of 177 lots including all lots in the Bay Ridge Units 1, 2, and 3 subdivisions, and 12 lots in the westerly portion of the Bay Vista Subdivision. The Bay Ridge area drains through a detention basin located east of Alexis Circle (Bay Ridge Detention Basin). Improvements maintained with the Bay Ridge property assessments include the storm water detention basin, storm drain pipe systems in the public rights-of-way, retaining walls, fences, a lighted pathway on the detention basin property which provides access to Bayshore Heights Park and other minor facilities. The Bay Ridge Detention basin property is closed to the public.

The Linda Vista drainage area is east of and including 308-309 Bay Ridge Drive and serves a total of 176 lots, including all lots in the Linda Vista Subdivision, and certain lots in the Bay Vista Subdivision. The Linda Vista area drains through a detention basin located on the west side of Linda Vista Drive (Linda Vista Detention Basin). Improvements maintained with the Linda Vista property assessments include the storm water detention basins, storm drain pipe systems in the public rights-of-way, fencing, pathways, landscaping and other minor facilities. The Linda Vista detention basin is open to the public for use as a passive park space.

These facilities are unique to the subdivisions they serve and require special services in excess of normal city maintenance. The annual cost of maintaining and, eventually, replacing the maintained facilities is equally assessed on the benefiting properties in each drainage area. Parcels dedicated for public use are not assessed. An Engineer's Report filed with the City Clerk on April 29, 2015 describes the services to be provided, estimated costs, and the basis and schedule of the property assessments for Fiscal Year 2015-16.

Maintenance staff systematically evaluates the benefit area on a quarterly basis to ensure the maintenance and repair of the facilities are appropriate (see Attachment 2 for copies of the four quarterly inspection reports prepared for Fiscal Year 2014-15). Examples of evaluation activities include testing path lighting, inspecting fences and detention basins, assessing if vegetation has

overgrown, checking supplies at doggie stations, and looking for the presence of debris. Any corrective measures needed are noted and addressed.

Discussion

The proposed assessments for Fiscal Year 2015-16 and last fiscal year's assessments are summarized below. The assessment for Fiscal Year 2015-16 for Linda Vista and Bay Ridge will remain unchanged from Fiscal Year 2014-15.

ASSESSMENT PER LOT	Linda Vista Detention Basin (176 Lots)	Bay Ridge Detention Basin (177 Lots)
Proposed Fiscal Year 2015-16	\$151.13	\$100.46
Past Assessment Fiscal Year 2014-15	\$151.13	\$100.46

Staff advised the property owners of the proposed assessments and availability of the Engineer's Report via mailing on April 27, 2015.

Fiscal Impact

The proposed assessments would generate revenue as follows:

Linda Vista Basin (176 lots):	\$ 26,598.88
Bay Ridge Basin (177 lots):	+ 17,781.42
TOTAL:	<u>\$ 44,380.30</u>

Revenues from these assessments are appropriated to fund budgets of the City departments responsible for maintaining the drainage basins or related facilities, and to a facilities capital replacement fund.

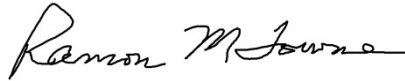
The County Tax Collector would collect the assessments for each lot along with the property taxes.

Summary/Conclusion

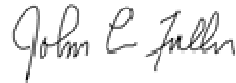
Recommend the City Council approve the Linda Vista Area Engineer's Report and the Benefit Assessments for Fiscal Year 2015-16.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Ramon M. Towne, P.E.
Interim City Engineer



John L. Fuller
Director of Public Works

Attachments:

1. Diagram of Linda Vista Area of Benefit
2. Four quarterly inspection reports

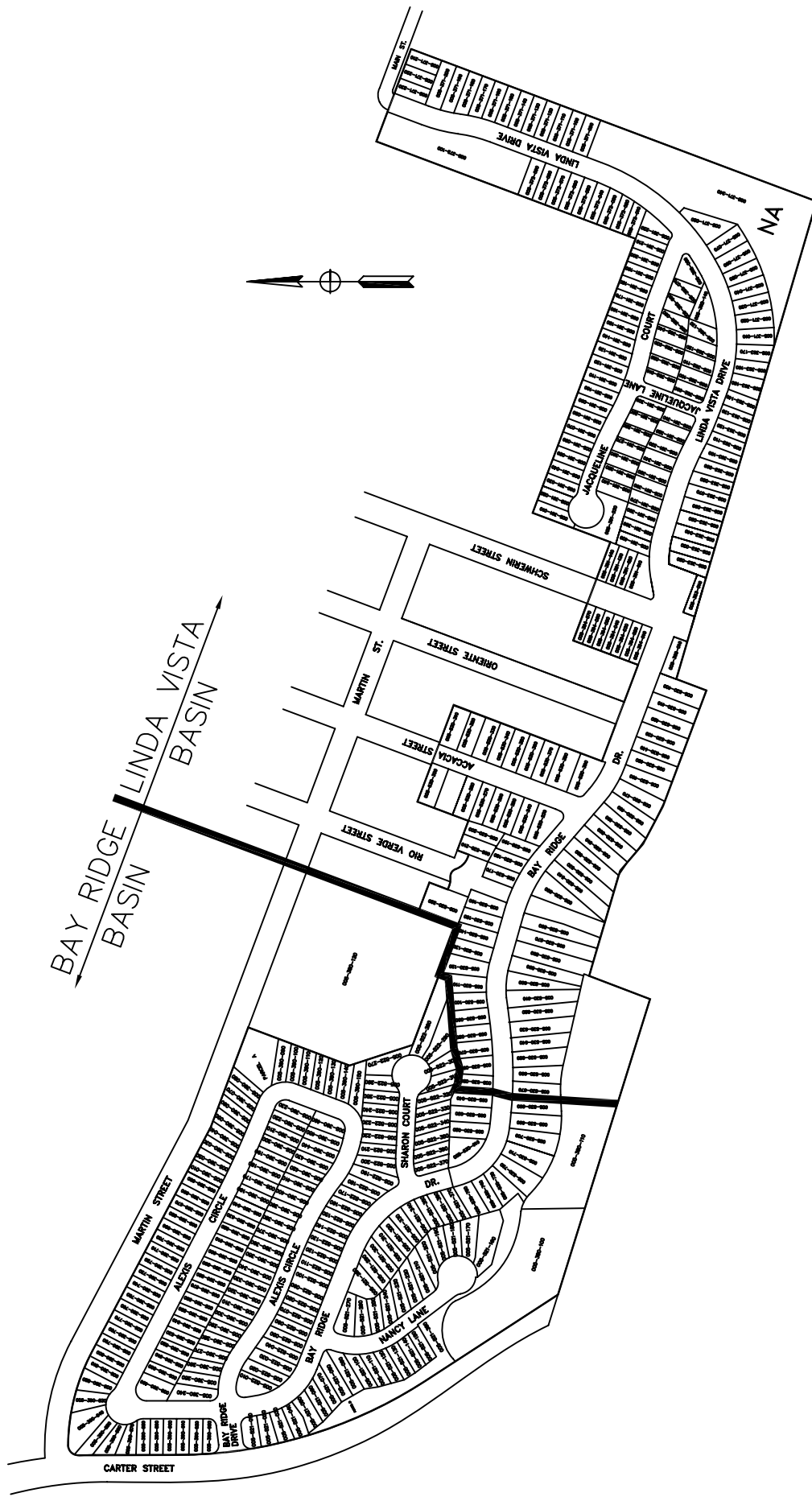


DIAGRAM OF
 LINDA VISTA AREA OF BENEFIT
 (BENEFIT ASSESSMENT ACT OF 1982)
 CITY OF DALY CITY, SAN MATEO COUNTY, CA.



**DALY CITY DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

TO: Attendees

FROM: Jeff Fornesi, Public Works Superintendent

DATE: August 8, 2014

SUBJECT: BENEFIT ASSESSMENT DISTRICT INSPECTION – JULY 31, 2014

Attendees: Jeff Fornesi, Public Works Superintendent
Karl Moll, Public Works Maintenance Supervisor - Facilities
Joseph Stabile, Public Works Maintenance Supervisor - Streets
Dennis Bray, Public Works Maintenance Supervisor - Parks

The Benefit Assessment District Quarterly Inspection was held on July 31, 2014, at 8:00AM. A summary of discussions and planned actions are below:

Bay Ridge Basin:

- Provide basin and pathway irrigation schedule before next inspection. **(Parks Maintenance – Area is irrigated once a week.)**
- Pathway lighting was tested and found to be functioning correctly.
- Pathway light poles fixtures and bases are in reasonable condition. No action required.
- Vine growth from the top of the retaining along the pathway from 563 Alexis Circle was in reasonable order. No action required.
- Pathway area was free of garbage and debris.
- Pathway grass/weeds over grown. Parks staff will line trim. **(Parks Maintenance)**
- Irrigation along pathway broken. Parks staff to repair broken sprinkler. **(Parks Maintenance) COMPLETED**
- The fencing around the detention basin was in fair condition with the exception of one (1) section of fence loose. Secure fence section located at the Southeast side next to irrigation valves. **(Building Maintenance) COMPLETED**
- Basin area was free of garbage and debris. No “doggie” bags noted in the basin.
- The catch basins and v-ditches require are in reasonable condition. No action required.
- The grass/weeds in the detention basin is overgrown. Parks staff will line trim the basin area. **(Parks Maintenance) COMPLETED**
- The trees around the basin were in fair condition with the exception of the pine tree at the entrance of the basin. The pine tree is showing signs of stress. **(Parks Maintenance staff will monitor)**. No tree trimming is required at this time.
- Re: resident request to pave pathway: We have not received any additional feedback from residents confirming the desire. Costs previously provided for the improvements

are on file with previous inspection reports but are out of date and will need to be updated if residents express renewed interest.

Linda Vista Basin:

- Tripping hazards noted on decomposed granite pathway. Parks staff to add DG and level pathway. **(Parks Maintenance) COMPLETED**
- The fencing around the detention basin was in fair condition.
 - Fencing was weathered commensurate with age of the fence. To remain consistent with the natural look of fencing in the neighborhood No painting is planned.
 - One fence rail was cut and moved in the rear of the site near the school. No repair planned at this time.
- The basin was free of garbage and debris.
- The grass in the detention basin was not overgrown.
- The catch basin in the upper detention area is overgrown with vegetation. **(Parks Maintenance)**
- Trench drain in lower basin is in acceptable condition. No action required.
- Trench drain in upper basin is in acceptable condition. No action required
- Doggie Station installed adjacent to the lower fence opening seems to be utilized – no droppings or doggie bags noticed.
- Re: resident request to install benches at the Linda Vista Basin. We have not received any additional feedback from residents confirming the desire. Costs for improvement are on file in the previous inspection report.
- West side of basin along property line need to be line trimmed. **(Parks Maintenance)**
- Trees along west side of basin need to be pruned and the tree canopy needs to be raised. **(Parks Maintenance)**

Thank you,

Jeff Fornesi
Public Works Superintendent
Department of Public Works

cc: Attendees
John Fuller, Public Works Director
Scott Alman, City Engineer



**DALY CITY DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

TO: Attendees

FROM: Jeff Fornesi, Public Works Superintendent

DATE: October 28, 2014

SUBJECT: **BENEFIT ASSESSMENT DISTRICT INSPECTION – OCTOBER 28, 2014**

Attendees: Jeff Fornesi, Public Works Superintendent
Karl Moll, Public Works Maintenance Supervisor - Facilities
Joseph Stabile, Public Works Maintenance Supervisor - Streets
Dennis Bray, Public Works Maintenance Supervisor - Parks

On October 28, 2014, at 10:30AM staff conducted the Benefit Assessment District Quarterly Inspection. A summary of discussions and planned actions are below:

Bay Ridge Basin:

- Provide basin and pathway irrigation schedule before next inspection. (Parks Maintenance – Area is irrigated once a week.) COMPLETED
- Pathway lighting was tested and found to be functioning correctly.
- Pathway light poles fixtures and bases are in reasonable condition.
- Photo Cell for pathway lighting is loose and needs to be secured. **(Building Maintenance)**
- Vine growth from the top of the retaining along the pathway from 563 Alexis Circle was in reasonable order.
- Garbage bags noticed behind vegetation along east side of pathway. **(Parks Maintenance)**
- Pathway grass/weeds over grown. Parks staff will line trim. (Parks Maintenance) COMPLETED
- The fencing around the detention basin was in fair condition with the exception of front entry gate. Secure gate section located along Alexis Circle. **(Building Maintenance)**
- Basin area was free of garbage and debris. No “doggie” bags noted in the basin.
- The catch basins and v-ditches need to be cleaned. **(Street Maintenance)**
- The shrubs in the detention basin are overgrown. Parks staff will hedge trim and selectively remove vegetation. **(Parks Maintenance)**
- The trees around the basin were in fair condition with the exception of the pine tree at the entrance of the basin. The pine tree is showing signs of stress. **(Parks Maintenance staff will monitor)**. No tree trimming is required at this time.
- Re: resident request to pave pathway: We have not received any additional feedback from residents confirming the desire. Costs previously provided for the improvements

are on file with previous inspection reports but are out of date and will need to be updated if residents express renewed interest. **This item will be removed from the next inspection list since the City has not received additional feedback in over a year.**

Linda Vista Basin:

- The fencing around the detention basin was in fair condition.
 - Fencing is weathered commensurate with the age of the fence. To remain consistent with the natural look of fencing in the neighborhood No painting is planned.
 - One fence rail was cut and moved in the rear of the site near the school. No repair planned at this time.
- The basin was free of garbage and debris.
- The grass in the detention basin is not overgrown.
- The catch basin in the upper detention area is overgrown with vegetation. (Parks Maintenance) COMPLETED
- Trench drain in lower basin is in requires edging. **(Parks Maintenance)**
- Trench drain in upper basin is in requires edging. **(Parks Maintenance)**
- Doggie Station installed adjacent to the lower fence shows signs of use – a small number of doggy droppings noticed.
- Re: resident request to install benches at the Linda Vista Basin. We have not received any additional feedback from residents confirming the desire. **This item will be removed from the next inspection list since the City has not received additional feedback in over a year.**
- Slope between upper and lower basin needs to be line trimmed and berry bush needs to be removed. **(Parks Maintenance)**
- Trees along west side of basin need to be pruned and the tree canopy needs to be raised. (Parks Maintenance) COMPLETED
- Irrigation along sidewalk adjacent to lower basin has one (1) broken head and possible broken main line. **(Parks Maintenance)**
- Irrigation in lower basin has one (1) broken sprinkler head (flagged with yellow flag) **(Parks Maintenance)**
- Adjust irrigation schedule for upper and lower basin areas to turn on one (1) time per week. **(Parks Maintenance)**

Thank you,

Jeff Fornesi
Public Works Superintendent
Department of Public Works

cc: Attendees

John Fuller, Public Works Director
Scott Alman, City Engineer



**DALY CITY DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

TO: Attendees

FROM: Jeff Fornesi, Public Works Superintendent

DATE: January 20, 2015

SUBJECT: BENEFIT ASSESSMENT DISTRICT INSPECTION – JANUARY 20, 2015

Attendees: Jeff Fornesi, Public Works Superintendent
Karl Moll, Public Works Maintenance Supervisor - Facilities
Joseph Stabile, Public Works Maintenance Supervisor - Streets
Dennis Bray, Public Works Maintenance Supervisor - Parks

On January 20, 2015, at 8:00AM staff conducted the Benefit Assessment District Quarterly Inspection. A summary of discussions and planned actions are below:

Bay Ridge Basin:

- Pathway lighting was tested and found to be functioning correctly.
- Pathway light poles fixtures and bases are in reasonable condition.
- Photo Cell for pathway lighting is loose and needs to be secured. **COMPLETED**
- Vine growth from the top of the retaining along the pathway from 563 Alexis Circle was in reasonable order.
- Garbage bags noticed behind vegetation along east side of pathway. **COMPLETED**
- The front entry gate is loose. Secure gate section located along Alexis Circle. **COMPLETED**
- Fence around basin in good condition with the exception of 3 missing boards located on the Northeast corner. **(Building Maintenance)**
- Basin area was free of garbage and debris. No “doggie” bags noted in the basin.
- The catch basins and v-ditches need to be cleaned. **COMPLETED**
- The shrubs in the detention basin are overgrown. Parks staff will hedge trim and selectively remove vegetation. **COMPLETED**
- The trees around the basin were in fair condition with the exception of the pine tree at the entrance of the basin. The pine tree is showing signs of stress. **(Parks Maintenance staff will monitor)**. No tree trimming is required at this time.

Linda Vista Basin:

- The fencing around the detention basin was in fair condition.

- Fencing is weathered commensurate with the age of the fence. To remain consistent with the natural look of fencing in the neighborhood No painting is planned.
- One fence rail was cut and moved in the rear of the site near the school. No repair planned at this time.
- The basin was free of garbage and debris.
- The grass in the detention basin is not overgrown.
- Trench drain in lower basin is in requires edging. **(Parks Maintenance)**
- Trench drain in upper basin is in requires edging. **(Parks Maintenance)**
- Doggie Station installed adjacent to the lower fence shows signs of use.
- Slope between upper and lower basin needs to be line trimmed and berry bush needs to be removed. **(Parks Maintenance)**
- Irrigation along sidewalk adjacent to lower basin has one (1) broken head and possible broken main line. **COMPLETED**
- Irrigation in lower basin has one (1) broken sprinkler head (flagged with yellow flag) **COMPLETED**
- Adjust irrigation schedule for upper and lower basin areas to turn on one (1) time per week. **COMPLETED**
- Pathway along upper basin needs decomposed granite added to eliminate tripping hazards. **(Parks Maintenance)**

Thank you,

Jeff Fornesi
Public Works Superintendent
Department of Public Works

cc: Attendees
John Fuller, Public Works Director
Scott Alman, City Engineer



**DALY CITY DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

TO: Attendees

FROM: Jeff Fornesi, Public Works Superintendent

DATE: April 28, 2015

SUBJECT: BENEFIT ASSESSMENT DISTRICT INSPECTION – APRIL 28, 2015

Attendees: Jeff Fornesi, Public Works Superintendent
Karl Moll, Public Works Maintenance Supervisor - Facilities
Joseph Stabile, Public Works Maintenance Supervisor - Streets
Dennis Bray, Public Works Maintenance Supervisor - Parks

On April 28, 2015, at 10:30AM staff conducted the Benefit Assessment District Quarterly Inspection. A summary of discussions and planned actions are below:

Bay Ridge Basin:

- Pathway lighting was tested and found to be functioning correctly.
- Pathway light poles fixtures and bases are in reasonable condition.
- Vine growth from the top of the retaining along the pathway from 563 Alexis Circle was in reasonable order.
- Garbage bag and debris noticed behind vegetation along east side of pathway. (Parks Maintenance)
- There is a deteriorated sand bag just inside the entry gate to the basin. Staff to remove. (Parks Maintenance)
- There were no doggie bags in the doggie station and doggie poop was noticed along the pathway. Parks staff to refill station with bags and clean-up doggie poop. (Parks Maintenance)
- Fence around basin in good condition with the exception of 3 missing boards located on the Northeast corner. **COMPLETED**
- Basin area was free of garbage and debris. No “doggie” bags noted in the basin.
- The trees around the basin were in fair condition with the exception of the pine tree at the entrance of the basin. The pine tree is showing signs of stress. (Parks Maintenance staff will monitor). No tree trimming is required at this time.
- Tree in Fire Department parking area encroaching on pathway lighting. Park staff will be scheduled to prune the tree away from the light fixture and pole. (Parks Maintenance)

Linda Vista Basin:

- The fencing around the detention basin was in fair condition.

- Fencing is weathered commensurate with the age of the fence. To remain consistent with the natural look of fencing in the neighborhood No painting is planned.
- One fence rail was cut and moved in the rear of the site near the school. No repair planned at this time.
- Debris noticed throughout upper basin. Parks staff will remove debris. **(Parks Maintenance)**
- The grass in the detention basin is not overgrown.
- Trench drain in lower basin is in requires edging. **COMPLETED**
- Trench drain in upper basin is in requires edging. **COMPLETED**
- Doggie Station installed adjacent to the lower fence shows signs of use.
- Slope between upper and lower basin needs to be line trimmed and berry bush needs to be removed. **COMPLETED**
- Pathway along upper basin needs decomposed granite added to eliminate tripping hazards. **COMPLETED**

Thank you,



Jeff Fornesi
Public Works Superintendent
Department of Public Works

cc: Attendees
John Fuller, Public Works Director
Ray Towne, City Engineer
Hae Won Ritchie, Sr. Civil Engineer



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 26, 2015

Subject: Use Permit UPR-3-15-10644 — Construction of a detached garage behind existing residence at 63 Mateo Avenue

Recommended Action

Approve the Use Permit subject to the Findings and Conditions as outlined herein.

Planning Commission Discussion

On May 5, 2015, the Planning Commission voted 4-0 (Sylvester absent) to recommend that the City Council approve Use Permit UPR-3-15-10644. Commissioner Tallerico asked about the size of the existing home and questioned the need for the number of parking spaces the garage would provide. Staff responded that the staff had made the applicant aware that the garage could not be used for human occupation and that the garage's primary purpose was to store the property owner's car collection. Amparo Del Rio, the applicant, added that the garage would have no running water and limited electricity, and that the upstairs would be used solely for storage purposes.

Project Description

The applicant, Amparo Del Rio, representing Vince Leonetti, is proposing the construction of a 960 square foot detached garage at the rear of the existing home at 63 Mateo Avenue (Attachment A – Location Map). The garage replaces a 400 square foot detached garage damaged by a tree in December 2014. The proposed structure would measure 40 feet wide by 24 feet deep, and have a 15-foot height. No plumbing or heating is proposed.

At the time of preparing this staff report, staff had not received any comments in writing or by telephone from the adjacent properties, in favor or against the garage construction.

Use Permit

The Use Permit requires findings be made to ensure a project is consistent with the General Plan and the R-1 district standards and, together with the provisions for its design and improvements, would not be detrimental to the health, safety, morals, comfort and general welfare of the neighborhood.

As required by the Zoning Ordinance, all accessory structures in the R-1 Single Family District require the issuance of Use Permit prior to construction. The Zoning Ordinance defines an “accessory building” as follows:

“a detached subordinate building, not exceeding one story, the use of which is incidental to that of the principal building on the same lot or to the use of the land. This is not to be construed as permitting any commercial or industrial use in any residential district nor as

permitting living or sleeping quarters in any accessory building. An accessory building in a residential district shall be located on the rear one-half of the lot and at least six feet from a dwelling existing or under construction on the same lot...”

As proposed, the subject accessory structure can be permitted as a garage or similar use only and not be habitable space. According to the project plans, the structure would be used as general storage and for storing up to five vehicles. A residential park-lift is proposed to allow one of the four interior parking spaces to accommodate two vehicles.

Site Design

According to the project site plan, the new building footprint for the subject shed will total 960 square feet. Per the Zoning Ordinance, the proposed shed must be setback at least six feet from the existing dwelling and 10 feet from the rear property line. The subject project meets all Zoning Ordinance requirements including setbacks and lot coverage.

	Zoning Ordinance Standard	Existing and/or Proposed
Front yard	15’ or follow a predominant setback	No change
Rear yard	10’	10’
Side yard (left)	None	No change
Side yard (right)	None	None
Lot Coverage	55%	41%

Parking and Circulation

Per the Zoning Ordinance, the single-family dwellings require two off-street parking spaces. The proposed structure would provide off-street parking in excess of the two-space minimum.

Fiscal Impact

The proposed project consists of a detached, rear yard garage on an existing single-family residential property. Prior to project completion, the project applicant will be required to pay building permit, AB1600 and plan check fees to the City. The property owner(s) will pay property tax to the County, a portion of which is distributed to the City. The proposed accessory structure on the residential property would add an incremental demand for City services.

Land Use Compatibility

In accordance with the accessory structure definition, an accessory structure/use must be incidental to the residential use. The intended garage use is a normal incidental use in the R-1 Single-family residential zoning district and is consistent with the Low Density Residential land use designation.

ENVIRONMENTAL ASSESSMENT

The Planning Commission has reviewed the proposal under the requirement of the California Environmental Quality Act (CEQA) and has determined that the project is Categorically Exempt per CEQA Guidelines Section 15303: Small Construction.

The Planning Commission finds that, as conditioned, the proposed Use Permit UPR-3-15-10644 complies with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed use permit will not be detrimental to the health, safety, morals, comfort and general welfare of persons residing in or working in the neighborhood, or be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the city. These findings are based on the following facts:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council conducted a public hearing on May 26, 2015; notice of said hearing was by newspaper publication on May 16, 2015, posting and first class mailing to property owners within 300 feet of the site.
2. As conditioned, the proposed use meets the requirements for setbacks, coverage, and height as outlined in the Zoning Ordinance.
3. The subject accessory structure will be a garage only and is considered non-habitable space.
4. The subject site is zoned R-1 (Single-family Residential) and the General Plan Land Use Designation is Low Density Residential. Both designations would allow for the proposed accessory structure upon securing a use permit.
5. The intended garage use is a normal incidental use in the R-1 Single-family residential zoning district and is consistent with the Low Density Residential land use designation.

CONDITIONS OF APPROVAL

The Planning Commission recommends approval of Use Permit UPR-3-15-10644 based on the following conditions as specified by each Department and Division. These conditions need to be complied with prior to, or as part of, any building permit for the proposed improvements.

A. ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

1. The applicant shall file a Declaration of Acceptance of the above conditions with the City Clerk within thirty (30) days of City Council approval. Until said declaration is filed, the minor subdivision and use permit shall not be valid for any purpose.
2. Proper building and electrical permits shall be obtained from the Daly City Planning and Building Divisions prior to project construction. Building permit plans shall include foundation, framing, electrical, and a cross section showing typical wall construction.
3. Any illegal use of the subject property, including, but not limited to, the use of the subject garage as habitable or office space or addition of an illegal dwelling unit, shall be grounds for revocation of this use permit. If the use permit is revoked, the improvements allowed by its approval shall be demolished.
4. The subject accessory structure shall be a garage only. Electrical work shall be limited to that incidental to a garage and the proposed park lift.

5. The proposed garage shall receive two-by-four nominal dimension wood trim at all windows and corners, two-by-six nominal dimension wood trim around each garage opening.
6. The Use Permit shall be valid for a period of one year from the date of City Council approval. The approval shall terminate if a building permit has not been obtained and construction commenced within one-year of City Council approval of the project.
7. The applicant shall be aware that the subject garage shall be used for personal purposes only and that no home occupation may occur within the garage, including any business associated with storing vehicles, auto repair, and similar uses.

B. DEPARTMENT OF WATER AND WASTEWATER RESOURCES

8. The applicant shall be aware that fire sprinklers for the garage may be required, if so the existing service will need to be upgraded and further review of these plans will be required.

RECOMMENDATIONS

The Planning Commission recommends that the City Council do the following:

1. Adopt the Findings as outlined herein;
2. Affirm the Environmental Assessment;
3. Approve Use Permit UPR-3-15-10644, subject to the findings and conditions outlined herein.

Staff is available to provide any additional information desired by the City Council.

Respectfully submitted,



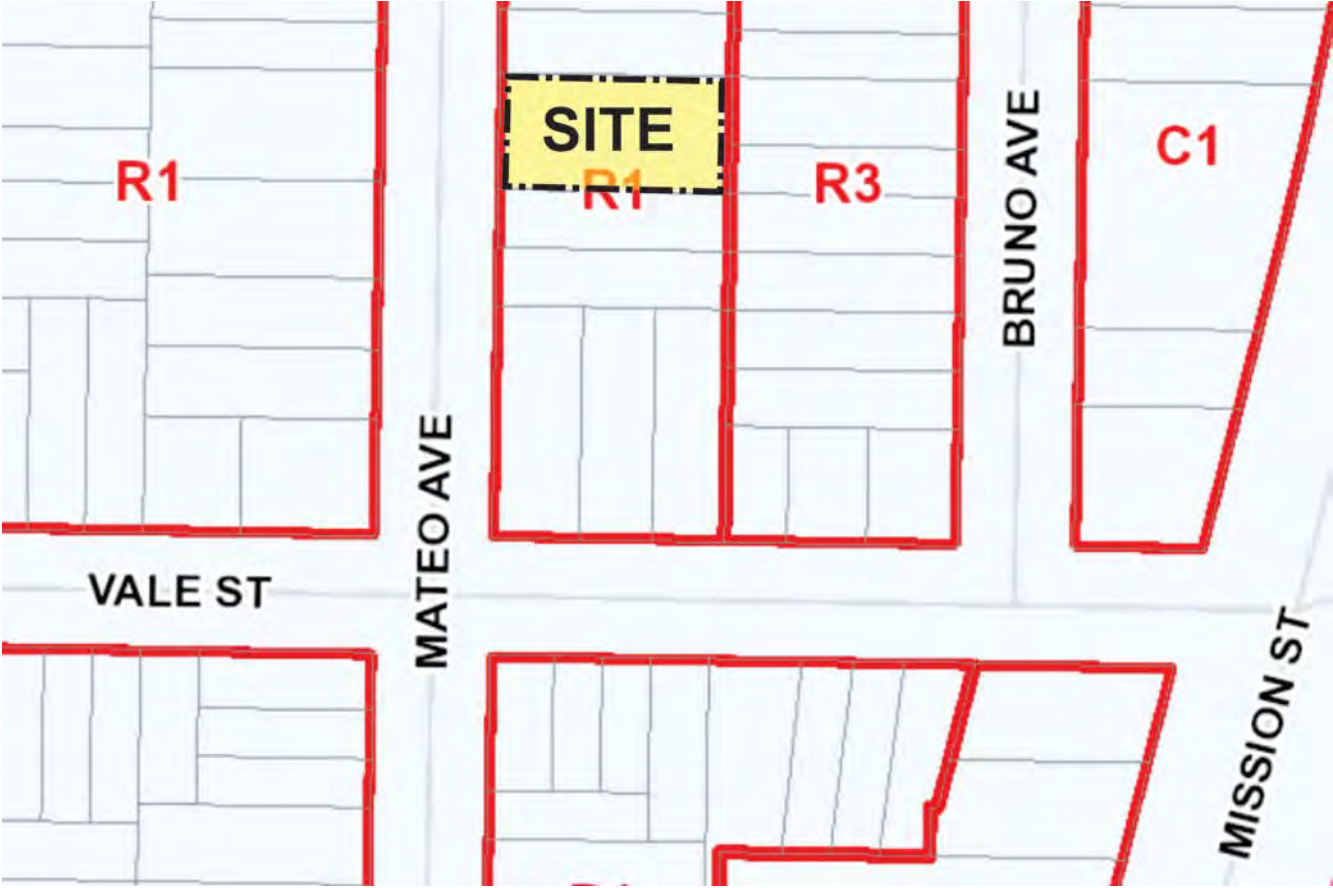
Michael VanLonkhuysen
Interim Planning Manager



Tatum Mothershead
Interim Director of Economic and Community
Development

Attachments

Attachment A - Location Map
Attachment B - Project Plans



Mr. Vince Leonetti

Wood Frame Detached Garage (Rebuilt) for Use Permit Application

SCOPE OF WORK: Replace the Existing Damaged Detached 400 sqft. Garage for a new garage 24' x 40' Garage shall be built as an un-conditinal space, and with no water.

NOTE: On December 31, 2014.A large tree fell on the existing garage, destroying walls and its content.

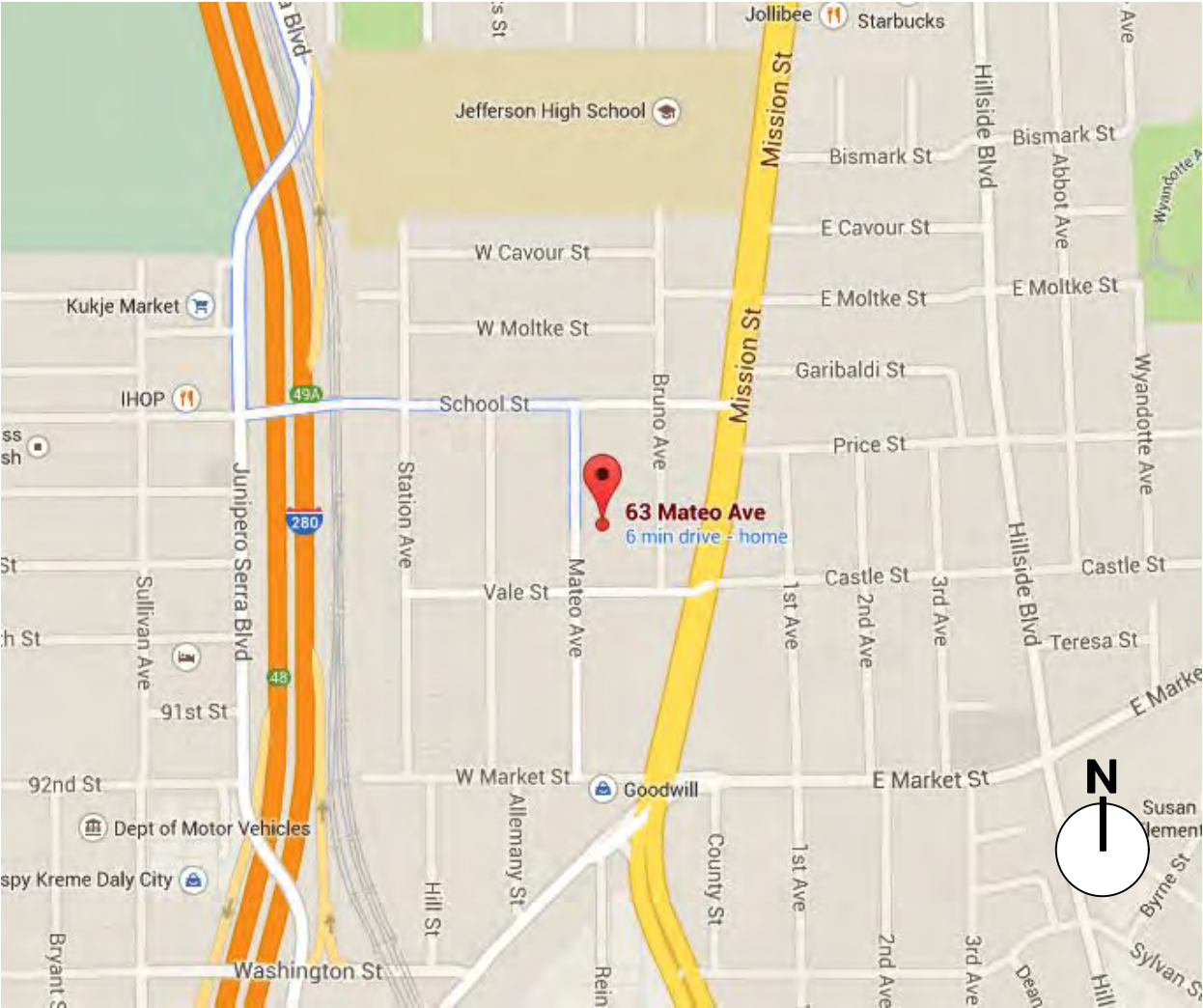
NEW GARAGE: 960 SQ. FEET
MAIN HOUSE: 1,980 SQ. FEET

Owner: Vince Leonetti
Address: 63 Mateo Avenue, Daly City, 94014-2407

Parcel ID: 006-224-230
YEAR BUILT: 1948
NUMBER OF BEDROOMS: 4 BATHS: 2
LAND AREA: 7,200 (sq ft)
Zoning: R-1
SET BACKS: 15'-0" Front, 10'-0" Back, 0-0" sides to Property Line

New Garage Type Construction: Slab on grade footing wood Construction, Composition Shingles Roof.

NO PLUMMING, NO HEATING.

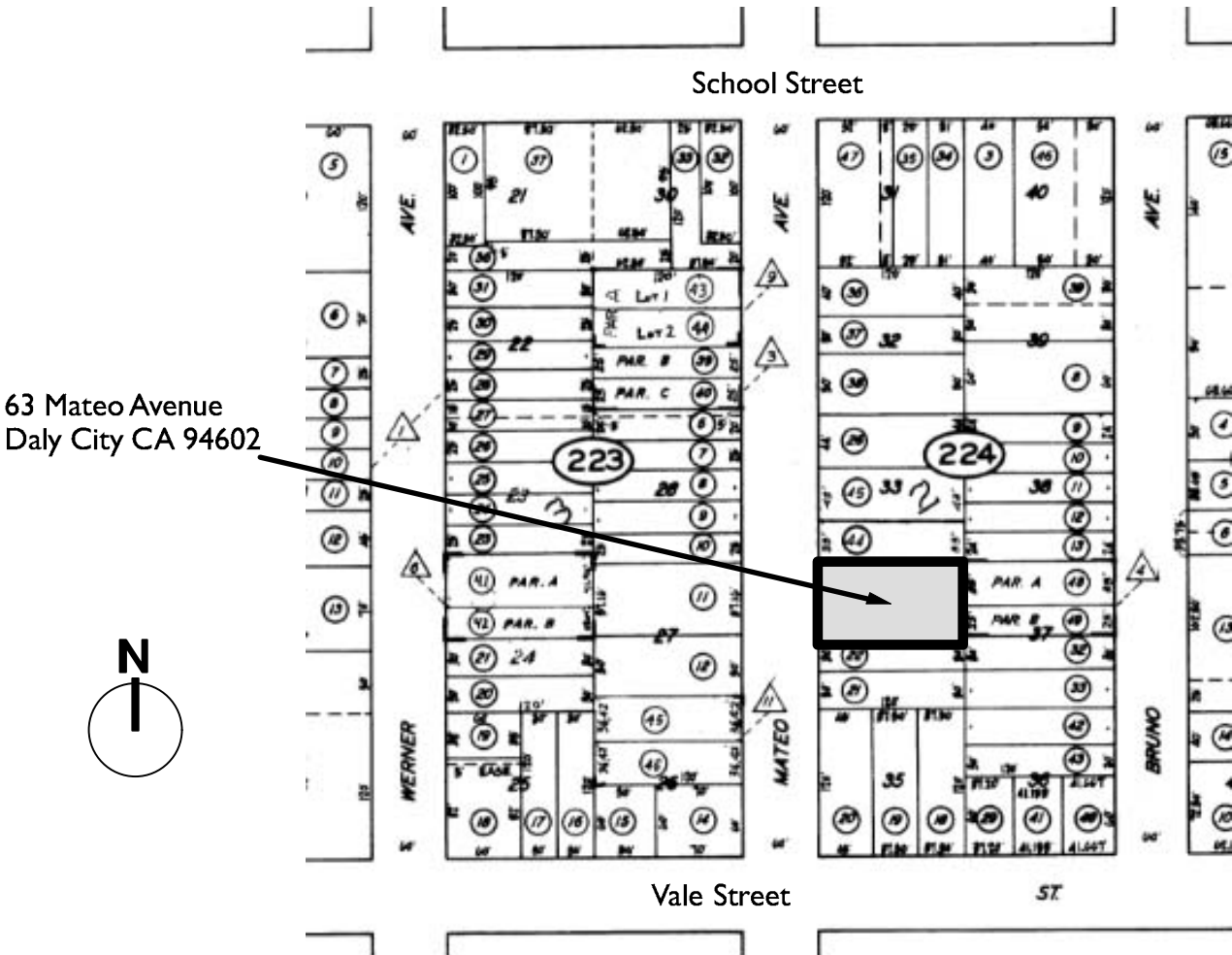


1 GOOGLE MAP (NO SCALE)



FRONT FACADE PHOTO SHOWING THE OLD TREE THAT FEEL ON GARAGE

- DRAWING INDEX:
- A-0 GENERAL INFORMATION
 - A-1 SITE (PLOT) PLAN, EXISTING PLAN
 - A-2 PROPOSED FLOOR PLAN, ROOF PLAN
WINDOWS AND DOOR SCHEDULE
 - A-3 EXTERIOR ELEVATIONS
 - A-4 NEW BUILDING SECTION
 - A-5 ELECTRICAL
 - A-6 DETAILS



2 PARCEL MAP (NO SCALE)

PROJECT CONSULTANTS:

ARCHITECTURE AND DESIGN / DRAWINGS:

Amparo Del Rio, C.I.D.
Certified Interior Designer
License #6934
902 Peninsula Avenue #211
San Mateo, CA 94401
925-683-3508

BUILDING CONTRACTOR:

David Juricic
(650) 922-2517
510 Miller Avenue
South San Francisco CA

STRUCTURAL ENGINEERING

Eric Cox, RSE, President
Kembcon Corporation
1415 Rollins Road, Suite 205
Burlingame, California.
650-343-8310



Amparo Del Rio, C.I.D.
902 Peninsula Ave
Suite 211
San Mateo, CA
94401
amparodesign.com
925-683-3508

amparo@amparo
design.com

REMODEL AND
ADDITION
FOR:

Vince Leonetti
63 Mateo Avenue
Daly City, CA 94014

rev. date:

Feb 2015

GENERAL
INFORMATION

scale:

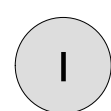
no scale

page #

A-0

All designs, drawings, and written materials appearing herein, are protected and constitute original and unpublished work of the Amparo Del Rio Design and may not be revised, re-used, copied, or disclosed without the written consent of the Architect. Equipment manufactured by others is excluded. Drawings and specifications are instruments of architectural services, and shall remain the property of Amparo Del Rio Design. Use is restricted to only the site for which they are prepared.

PROPERTY
LINE



ad
INTERIOR
ARCHITECT
AMPARO
DEL RIO

amparo@amparo
design.com

Vince Leonetti
63 Mateo Avenue
Daly City, CA 94014

Feb 2015

SITE PLAN

 $1/8" = 1'0"$

A-

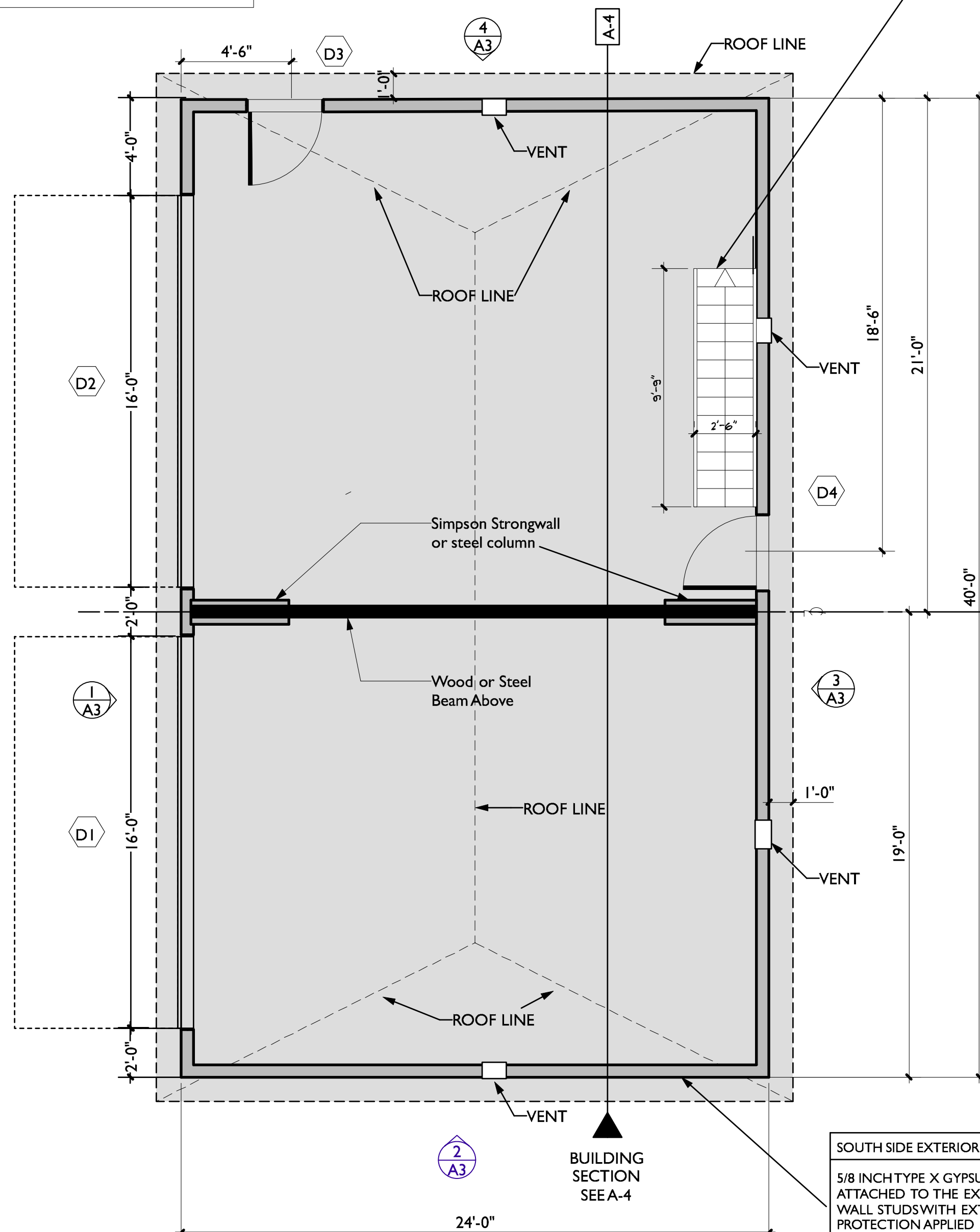
GROUND FLOOR GARAGE 40' x 24'

SECOND FLOOR

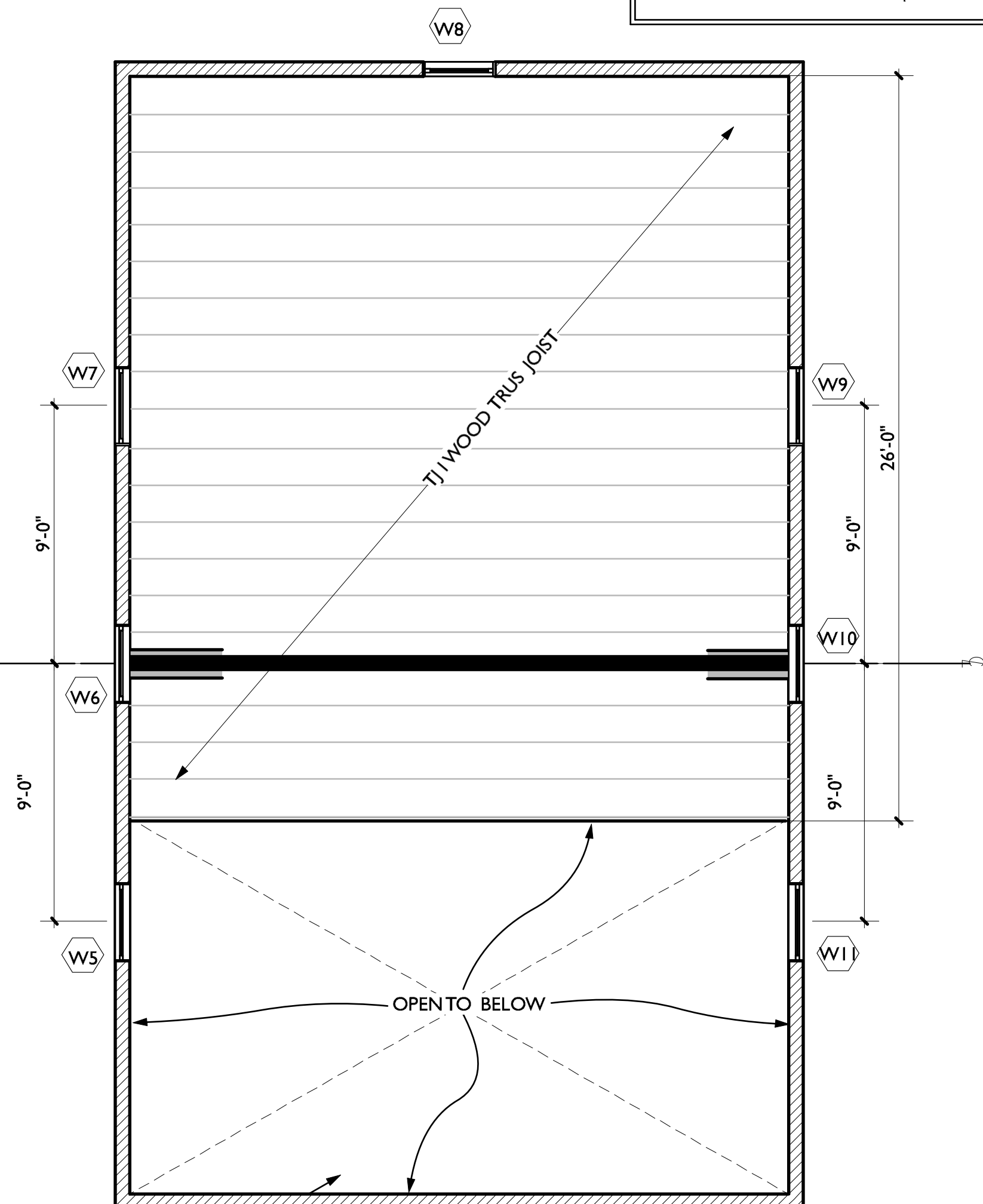
STRINGER TYPE
WOOD STAIRS
TREAD: 9"
RISER 8"
NOSING: OPEN

Please note: All Windows are double pane.

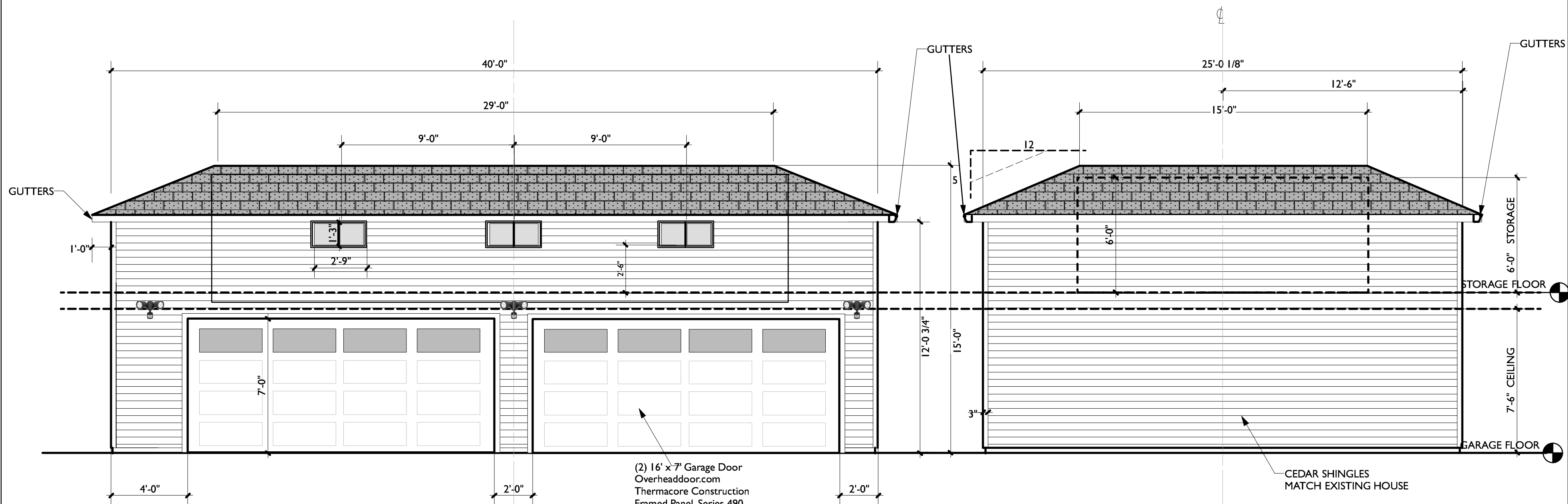
A-2



Scale: 1/4" = 1'-0"

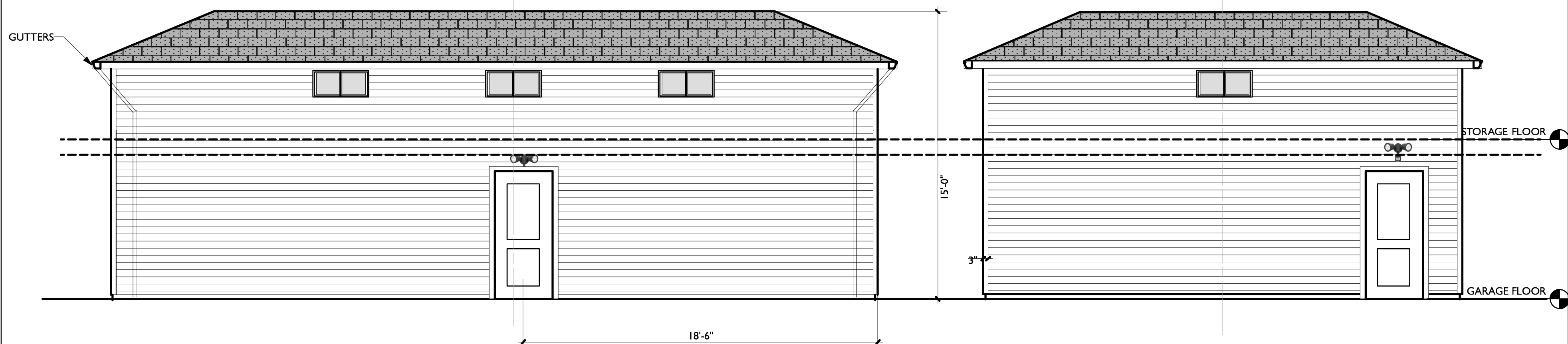


Scale: $1/4" = 1'-0"$



1 FRONT VIEW - GARAGE ELEVATION
Scale: 1/4" = 1'-0"

2 SOUTH SIDE VIEW - GARAGE ELEVATION
Scale: 1/4" = 1'-0"



3 REAR VIEW - GARAGE ELEVATION
Scale: 1/4" = 1'-0"

4 NORTH SIDE VIEW — GARAGE ELEVATION
Scale: 1/4" = 1'-0"

REMODEL AND
ADDITION
FOR:

Vince Leonetti
63 Mateo Avenue
Daly City, CA 94014

rev. date:

March 2015

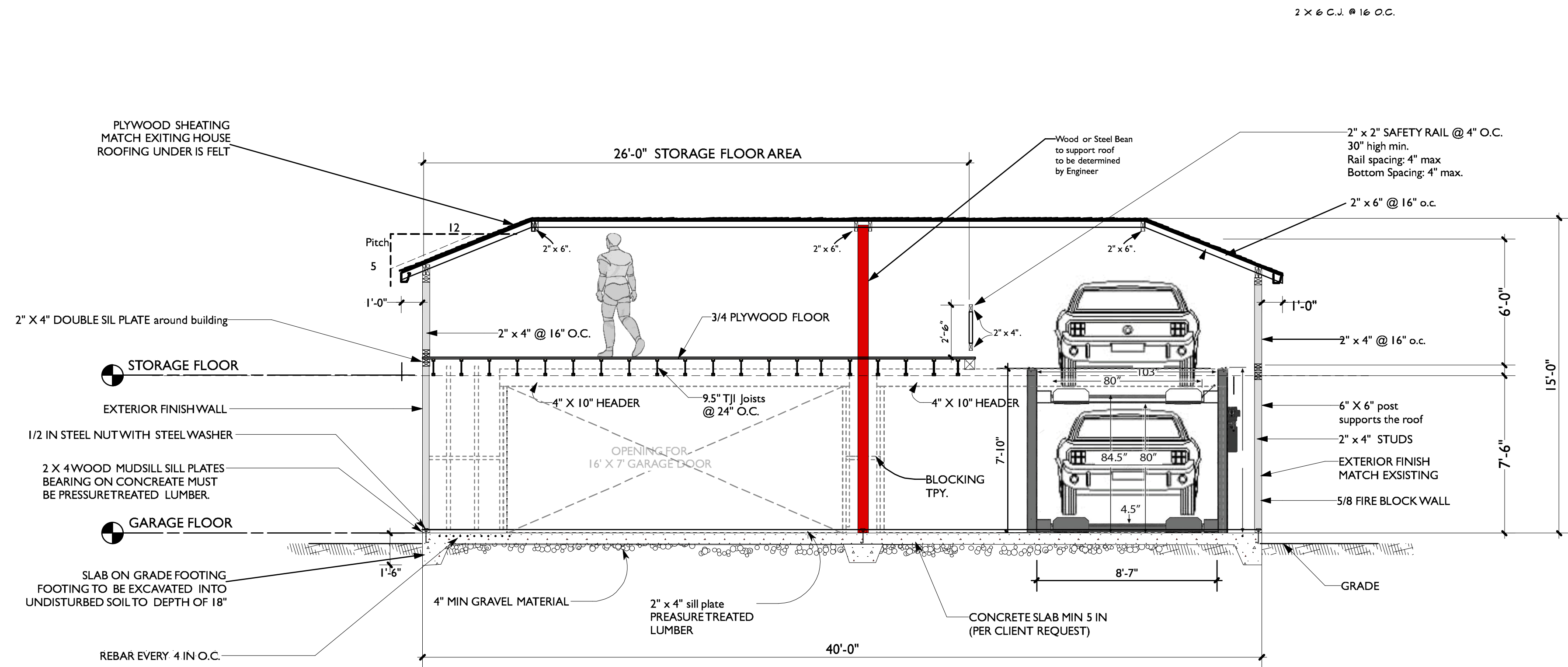
BUILDING SECTION

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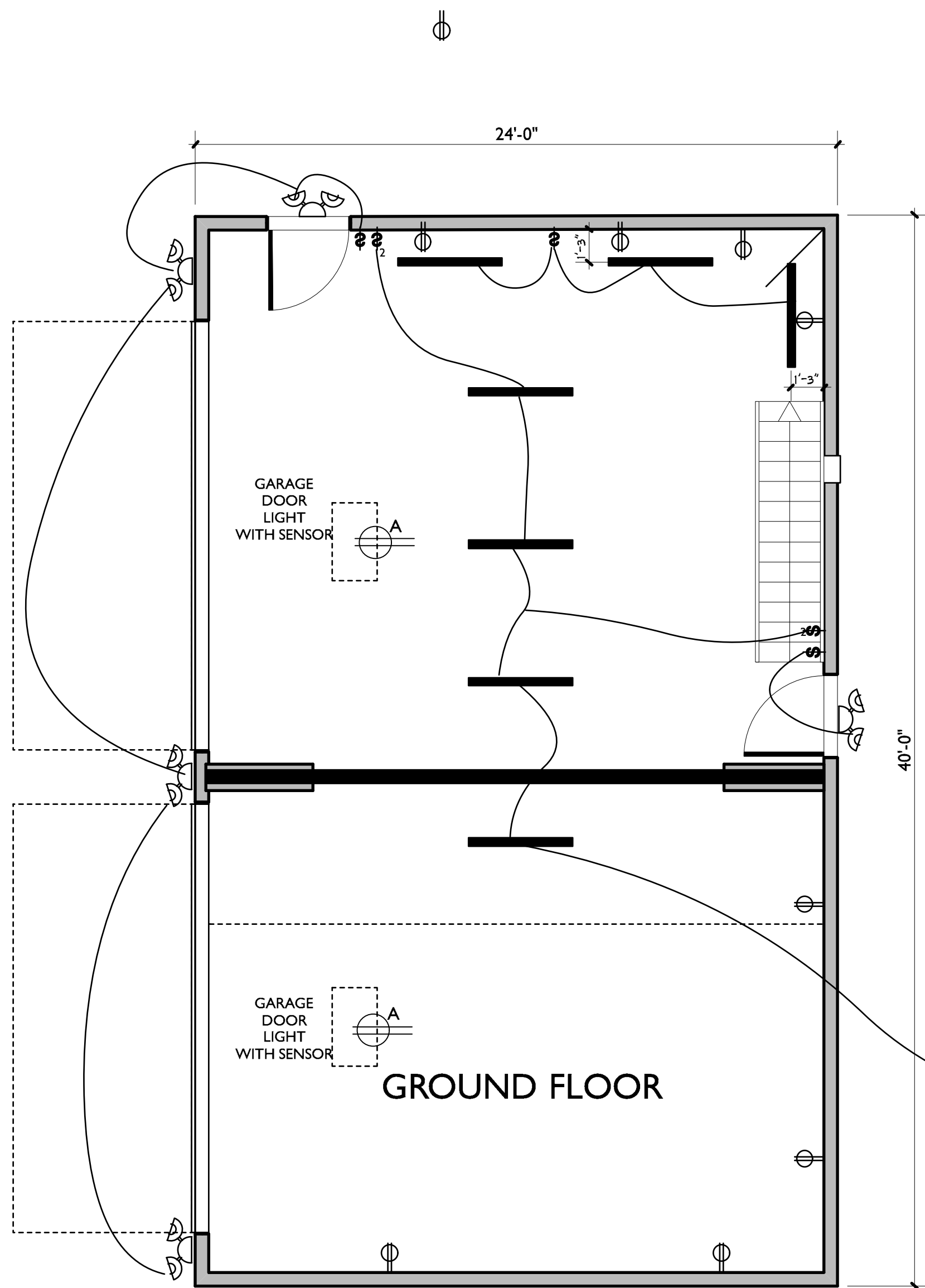
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page #

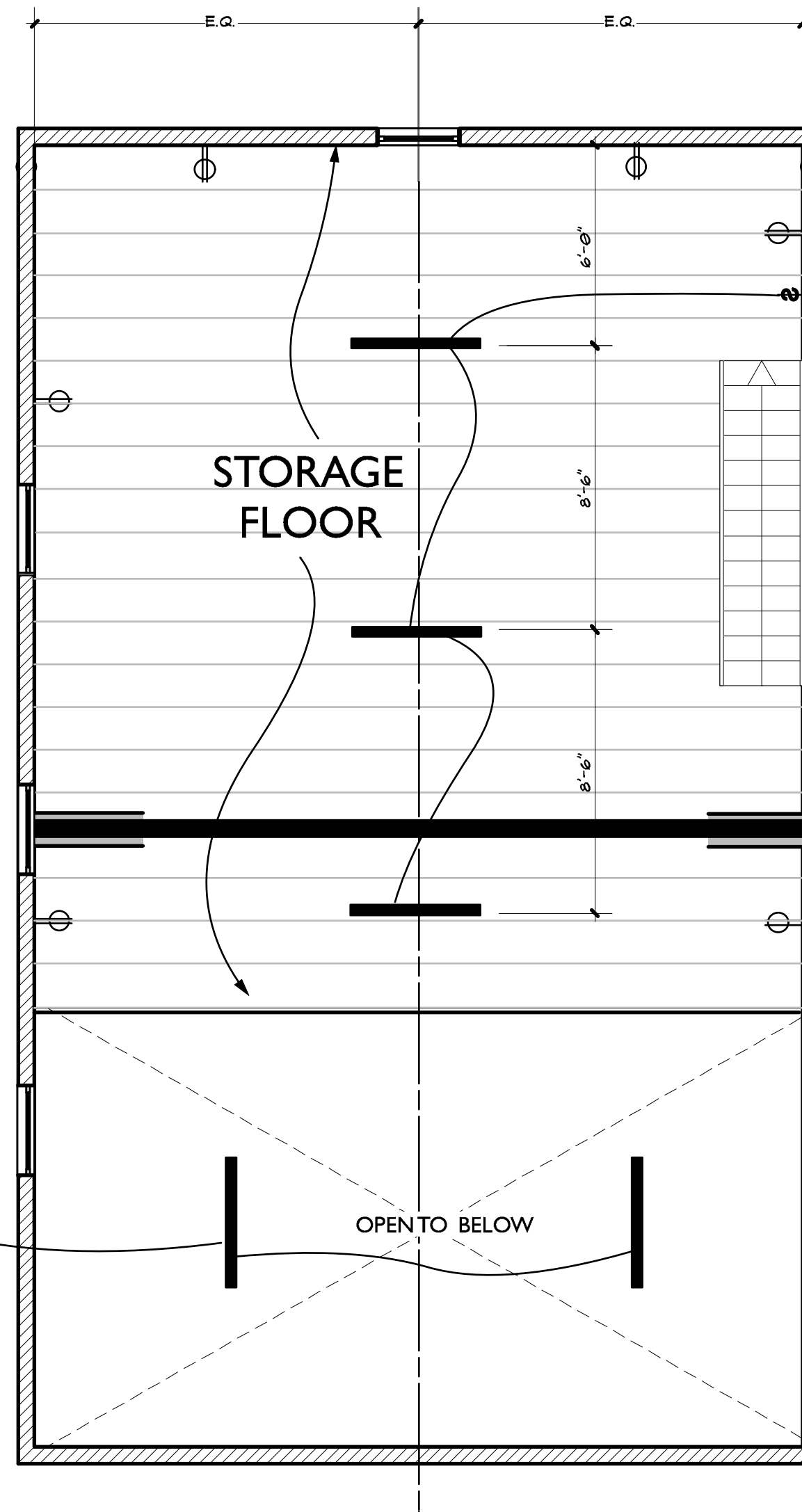
A-4



GARAGE CONSTRUCTION SECTION
Scale: 1/4" = 1'-0"



1 GROUND FLOOR
Scale: 1/4" = 1'-0"



2 STORAGE FLOOR
Scale: 1/4" = 1'-0"

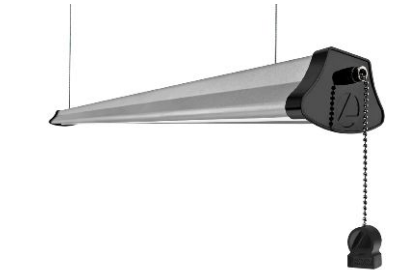
LEGEND:

\$ LIGHT SWITCH
NO DIMMER

OUTLET

A Garage Door
OUTLET (NO GFI)

Lithonia High
Performance LED
ShopLight
Model I292L
46-5/8" x 3-3/4"



LITHONIA
WALL-MOUNT
OUTDOOR
LED FLOODLIGHT
WITH MOTION SENSOR
2 ADJUSTABLE HEADS
MODEL OFLR 6 MO



ELECTRICAL UPGRADE
200 Amp panel FOR LED lighting
(all interior lights and exterior lights are
LEDs) EXTERIOR LIGHTS MUST BE
FORWET LOCATION.

ad
INTERIOR
DESIGNER
AMPARO
DEL RIO
License #6934

Amparo Del Rio, C.I.D.
902 Peninsula Ave
Suite 211
San Mateo, CA
94401
amparodesign.com
925-683-3508

amparo@amparo
design.com

REMODEL AND
ADDITION
FOR:

Vince Leonetti
63 Mateo Avenue
Daly City, CA 94014

rev. date:

March 2015

**ELECTRICAL
PLAN**

scale:

1/4"=1'0"

page #

A-5



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 26, 2015

Subject: Variance VARC-4-15-10763 — Parking variance to allow a restaurant and bakery in an existing retail center at 6220 Mission Street

Recommended Action

Approve the Variance subject to the Findings and Conditions as outlined herein.

Planning Commission Discussion

On May 5, 2015, the Planning Commission voted 4-0 (Sylvester absent) to recommend that the City Council approve Variance VARC-4-15-10763. Commissioner Tallerico expressed concern about the potential litter the restaurant and bakery could add to the area. Staff responded that trash cans and street sweeping existed in the area, and that a written site maintenance program would be submitted to the City for approval as part of the project. Commissioner Edelman asked about the expected employee count in the restaurant and where employees would park. Yohann Yuzon, one of the store owners, responded that he expected the store to have eight employees and that most employees use public transportation to arrive at the work. Staff clarified that parking spaces are not assigned to individual tenants and that employees may use any of the parking spaces in the lot.

Project Description

The applicant, Goldilocks USA, is requesting approval of a parking variance to allow the proposed conversion of an existing tenant space from a hair salon into a restaurant with bakery at 6220 Mission Street (see Attachment A – Site Location).

The project site is an existing tenant space in the retail complex located at the northwest corner of Flournoy Street and Mission Street, which includes Round Table Pizza and AutoZone. The proposed use is for a café style restaurant that will serve pastries and food entrees prepared on-site (Attachment B – Floor Plans). The Redevelopment Agency previously had the authority to grant parking waivers or reductions on a case-by-case basis for properties within the Mission Street-Junipero Serra Redevelopment Area. However, since the Redevelopment Agency was eliminated by the State, a parking waiver or reduction could no longer be granted and a variance was required to allow the tenant improvement.

Variance

The site is presently comprised of the tenant space where the Goldilocks restaurant is proposed (1,996 square feet), a Round Table Pizza restaurant (2,007 square feet), and an AutoZone retail store (12,582 square feet), which collectively require a total of 63 parking spaces. However, the City Council approved a parking variance in 1985 to allow the construction of a Thrifty Drug Store, allowing the project to proceed with all but 20 of the 63 required parking spaces. Currently, 40

spaces are provided. The reduction of three spaces has occurred over time to allow for construction of trash enclosures and disabled access striping.

With specific regard to the Goldilocks restaurant proposal, the total parking required for the existing previous hair salon use was seven parking spaces and the total required for the proposed restaurant is sixteen spaces, resulting in a difference of nine parking spaces. Therefore, a variance to waive the requirement for the nine additional parking spaces is required.

Daly City Municipal Code (DCMC) 17.46 Variances and California Government Code (CGC) Section 65906 govern the processing and review of the variance requests. The CGC 65906.5 also allows parking variances under specific circumstances when there are transit and public parking opportunities for commercial development.

Parking Variance California Government Code Section 65906.5:

"Notwithstanding section 65906, a variance may be granted from the parking requirements of a zoning ordinance in order that some or all of the required parking spaces be located offsite, including locations in other local jurisdictions, or that in-lieu fees or facilities be provided instead of the required parking spaces, if both the following conditions are met:

- (a) The variance will be an incentive to, and a benefit for, the nonresidential development.*
- (b) The variance will facilitate access to the nonresidential development by patrons of public transit facilities, particularly guideway facilities."*

There are ample public parking opportunities within 500 feet from the project site. There are two public parking lots (Lot # 2 and Lot #7) of 35 spaces and 14 spaces, respectively, at the nearby corner of Bepler Street and Mission Street, providing both metered and parking permit spaces, 31 angled metered street parking spaces across the street from the project on Mission Street (see Attachment C – Public Parking and Transit Vicinity Map). Furthermore, there are nearby MUNI and SamTrans public transportation hubs on Mission Street, across the street and within 1,000 feet from the project, respectively. The Daly BART station is within one-half mile of the project. Public transit riders will have ease of access to the proposed restaurant and bakery. Due to the availability of parking opportunities and nearby public transit to serve the project site, staff feels that granting of the variance would be an incentive to the commercial development as a new restaurant and bakery.

The Zoning Ordinance requires the application for a variance to be presented to the Planning Commission for recommendation to the City Council. The City Council may then approve or deny the variance request. DCMC 17.46.050 – require that the following findings be made by the Planning Commission:

A. That because of exceptional conditions applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zoning district classification.

There are restaurant uses operating on properties within the vicinity of the project site along the Mission Street frontage that provides little or no on-site parking. The proposed change to the tenant space of the subject property from a salon to restaurant/bakery increases the code required parking demand, however, additional parking is unavailable because the site is already completely covered by retail buildings, landscaping, and a parking lot, in a similar fashion to other properties within the vicinity and zoning district.

B. That the variance authorized does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and under identical zoning district classification.

Strict application of the parking regulations would deprive the subject property of the same privileges enjoyed by other properties within the vicinity in the same zoning district. Furthermore, many other properties with similar constraints within the vicinity of the project site were granted parking waivers by the Redevelopment Agency in the past. However, due to the State elimination of redevelopment agencies, the same opportunity could not be afforded to the subject property. As a result, a variance is requested to allow the tenant improvement.

C. That in the coastal zone the variance authorized is consistent with the policies, maps and public access component of the local coastal plan.

The project site is not within the coastal zone.

Improvements

Proposed improvements are predominately interior changes, with the exception of a new sign on the exterior of the building. Both building and sign permits shall be required for the project at the time of building permit application for the tenant improvement.

ENVIRONMENTAL ASSESSMENT

The Planning Commission has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined that the project, as conditioned, is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301(a) Existing Facilities.

FINDINGS

As conditioned, the proposed Variance VARC-4-15-10763 is in compliance with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed Variance would not be detrimental to the health, safety, morals, comfort and general welfare of persons residing or working in the neighborhood. The proposed use will not be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the city. These findings are based on the following facts:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council conducted a public hearing on May 26, 2015.

Legal public notice of said hearing was provided by newspaper publication on Friday, May 16, 2015, posting and via first class mailing to property owners within 300 feet of the site.

2. The City Council has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined the project is Categorically Exempt per Section 15301 (a): Existing Facilities.
3. The proposed project is consistent with Zoning Regulations Chapter 17.46, Variances, and State Government Code 65906.5 in that the proposed use with the applicable parking variance granted, will provide an incentive to the commercial development.
4. The subject property is not being granted a special privilege in that other properties within the vicinity of the subject property under identical zoning of C-1 have restaurant uses where similar site limitations exist and where no or reduced on-site parking is available due substantial building lot coverage and where public parking and transit proximity provides the parking opportunities to serve the uses in accordance with Daly City Zoning Regulations and State Law.
5. Other properties within the vicinity and with constraints similar to those of the project site were granted parking waivers by the Redevelopment Agency in the past. Due to the State eliminating redevelopment agencies, the same opportunity could not be afforded to the subject property. As a result, a variance was necessary to allow the tenant improvement.
6. The proposed project, as conditioned, is consistent with the Zoning Regulations Chapter 17.18, C-1 Light Commercial Zone. The proposed use is compatible with other permitted uses listed within the zone and would not be detrimental to the uses within the vicinity of the project site.

CONDITIONS OF APPROVAL

The following conditions of approval shall apply to the use for the entirety of its existence.

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

1. Within ten (10) days of City Council approval, the applicant shall file with the City Clerk a Declaration of Acceptance of all conditions. The use shall not be valid and permits may not be issued for this business until said declaration is filed.
2. A sign permit shall be required for the signage prior to installation. Review and approval by the Planning Division prior to sign permit issuance is required.
3. Variance is applicable to approved floor plan as attached and changes require additional Planning review and/or City Council review or both.

4. The Variance shall be valid for a period of one year from the date of City Council approval. The approval shall terminate if a Building Permit has not been obtained and construction commenced within one-year of City Council approval of the project.

Site Maintenance

5. Prior to issuance of building permit, the property owner shall consult with Allied Waste to determine the appropriate amount of trash collection for the new restaurant given the other existing restaurant tenant on the site. The Planning Division shall be notified of any required changes to trash collection services. Trash collection shall be sufficient frequency such that trash and recyclable materials are not overflowing the enclosure serving the restaurants.
6. The property owner shall submit a revised litter control plan for the property prior to the issuance of any building permit for the subject tenant. The litter control plan shall provide specific information about how often the property is subject to litter removal, power washing, etc., and specific measures to control illegal dumping, on-premises vehicular repair, and similar nuisances.
7. The applicant shall construct a roof at the top of the existing trash enclosure serving the proposed restaurant. The roof shall be constructed from standing seam metal or similar material and shall be painted hunter green and dark brown.

B. BUILDING DEPARTMENT

8. Building and Sign Permits are required for the proposed improvements prior to construction activity.

C. DEPARTMENT OF WATER AND WASTE WATER RESOURCES

9. The applicant shall reconstruct the existing fully-enclosed trash enclosure that would serve the restaurant to comply with the current enclosure requirement suitable to restaurant uses, including installation of a floor drain to the sanitary sewer and fire protection, i.e., fire sprinkler, if required by the North County Fire Authority. The floor shall be sloped to prevent run on of rain water and run off of effluent.
10. A separate grease waste line shall be extended from the kitchen to a new grease interceptor to be installed outside of the building is required. All fixtures other than the restrooms shall flow to this interceptor.
11. The applicant shall verify the intent to abandon or reuse the existing sewer lateral. If the intent is to reuse, applicant must video inspect and perform a watertight test that is subject to review by DWW. A DWW representative shall be on site during the testing and televising. If the lateral is not to be used the lateral shall be abandoned per Section 02720, 3.08 of the City of Daly City Standard Specifications and Drawings. The abandonment shall be completed prior to any demolition of the previous building or construction of the new

building. All costs associated with the testing, video inspection and abandonment shall be borne by the applicant.

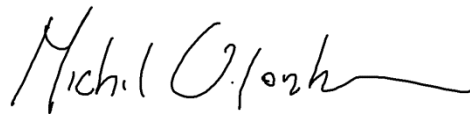
12. The applicant shall verify location of sewer clean out. If not provided, applicant shall install code compliant clean out 18 to 24 inches from the building foundation to meet requirements of the Uniform Building Code, Sanitation District Code, and Daly City Standard Specifications and Drawings.
13. The applicant shall provide reduced pressure principle backflow devices are required for domestic, fire and irrigation services.
14. The applicant shall verify the intent to abandon or reuse the existing water service. Only copper or ductile iron services shall be reused. If the intent is to reuse, applicant must provide evidence of the material type to DWWR/Engineering. If the service is not to be used, the service shall be abandoned per Section 02710, 3.15 of the City of Daly City Standard Specifications and Drawings. The abandonment shall be completed prior to any demolition of the previous building or construction of the new building. All costs associated with the abandonment shall be borne by the applicant.

RECOMMENDATION

The Planning Commission recommends that the Planning Commission forward to the City Council the following actions:

1. Adopt the Findings as outlined herein;
2. Affirm the Environmental Assessment;
3. Approve Variance VARC-4-15-10763, subject to the Findings and Conditions outlined herein.

Respectfully submitted,



Michael VanLonkhuysen
Interim Planning Manager



Tatum Mothershead
Interim Director of Economic and Community
Development

Attachments

Attachment A – Location Map

Attachment B – Project Plans

Attachment C – Public Parking and Transit Vicinity Map





SHEET INDEX		PROJECT TEAM		PROJECT DESCRIPTION	
ARCHITECTURAL	A0.0	LANDLORD	EXCELSIOR PROPERTIES 172 GOLDEN GATE AVENUE . SAN FRANCISCO, CA 94102 (T) 415.928.3200		TENANT IMPROVEMENT TO AN EXISTING RETAIL SPACE, CURRENTLY A HAIR SALON. NO FACADE REMODEL. THE PROPOSED USE IS TO BE A FAST CAUSAL RESTAURANT AND BAKERY. SCOPE OF WORK INCLUDES: 1. NEW INTERIOR WALL PARTITIONS AND COUNTERS. 2. NEW KITCHEN AND EQUIPMENTS. 3. NEW WALK-IN COOLER 4. NEW EXHAUST HOODS WITH ROOFTOP EXHAUST AND MAKE UP AIR. 5. NEW RESTROOMS NO CHANGE TO EXISTING FACADE AND EXTERIOR.
	A1.0		TENANT	GOLDILOCKS 2268 WESTBOROUGH BLVD . SOUTH SAN FRANCISCO CA 94080 (T) 650.873.0565 CONTACT: CHERIMEL YUZON	
			ARCHITECT	STUDIO 02 INC. 1230 OAKMEAD PKWY . #303 . SUNNYVALE . CA 94085 (T) 408.730.8877 (F) 408.716.2996 CONTACT: SUNNY TAM AIA LEED BD+C	
				PROJECT DATA	
				APN: 000-026-962 PROJECT AREA: 1,996 SF (EXISTING. NO CHANGE) CONSTRUCTION TYPE: V-B NO. OF STORY: 1 SPRINKLERED: YES EXISTING USE: SALON (M) PROPOSED USE: RESTAURANT (B) PARKING: EXISTING MALL PARKING	
				CODE REFERENCE: 2010 CBC 2010 CEC 2010 CMC 2010 CPC 2010 CFC 2010 CALIFORNIA ENERGY CODE 2010 CALIFORNIA GREEN BUILDING CODE CITY OF DALY CITY MUNICIPAL CODE	

studio02

1230 oakmead pkwy . #303
sunnyvale . ca 94085
(t) 408.730.8877 (f) 408.716.2996
(e) info@studio02.net

PARKING VARIANCE APPLICATION

GOLDILOCKS

6220 MISSION STREET
DALY CITY . CA 94014

04.14.15

ISSUED FOR PLANNING

PROJECT NO.: 15-5190

PROJECT INFORMATION

REF NORTH

A0.0

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6220 Mission Street - Proximity to Public Parking and Transit





City Council Meeting Agenda Report

Item # _____

Meeting Date: May 26, 2015

**Subject: Use Permit UPR-12-14-10093 and Design Review DR-12-14-10094 —
Steak 'N Shake Restaurant with Drive-Through at 362 East Market Street**

Recommended Action

Approve the Use Permit and Design Review subject to the Findings and Conditions as outlined herein.

Planning Commission Discussion

On March 3, 2015, the Planning Commission voted 3-1 (Sylvester recused) to recommend that the City Council deny Use Permit UPR-12-14-10093 and Design Review DR-12-14-10094. Discussion topics are identified in bold italics.

Project Description

The applicant, Daniel Leder, proposes a new drive-through “Steak ‘N Shake” restaurant on a vacant half-acre property (currently two parcels) located at 362 East Market Street, bounded by East Market Street to the north, Cobblestone Court to the south, Hillside Boulevard to the east and Third Avenue to the west (see Attachment A – Site Location).

The proposal includes a new 3,275 square foot restaurant building with drive-through, and associated parking lot and frontage improvements, including the continuation of the City sidewalk along the north side of Cobblestone Court (see Attachment B – Project Plans). The restaurant would provide seating capacity for 71 people, a drive-through queuing lane that could accommodate up to eight cars, 24 regular parking spaces, and three handicap parking spaces.

The project site is essentially a remnant piece of property resulting from the development of the Cobblestone Square subdivision to the south in the mid-1980s. Prior to the residential development, the subdivision site and subject parcel were used as an auto wrecking storage yard. Originally, as many as 16,311 square feet were proposed to occupy the northern portion of the Cobblestone Square site when the project was initially subdivided for residential uses in the early 1980s, but this number was reduced first to 12,225 square feet in the late 1980s, and then again to an unspecified maximum number of square feet when the Cobblestone Phase Three subdivision was subsequently approved and built.

Use Permit

A restaurant with a drive-through is allowed in the PD-20 zoning district subject to use permit approval. The purpose of the use permit is to ensure that the proposed use will not have an adverse effect on surrounding properties. Staff has identified three potential issues associated with permitting a drive-through restaurant at the subject location, given its close proximity to an existing residential neighborhood: drive-through vehicle queue length, light and glare, and noise. As discussed in subsequent sections, staff believes that each of these impact areas can be adequately addressed through Conditions of Approval.

- *Commissioner Edelman expressed his concern that the drive-through use was not a good fit for the neighborhood and that a sit-down restaurant would be less concerning. He indicated that existing residents would be looking at a big block wall that would not be to their benefit. Commissioner Crump concurred and stated that the proposed wall and landscaping would not mitigate the project's impacts to the second stories of adjacent homes. He agreed with Commissioner Edelman that the proposed location was the wrong place for a drive-through restaurant. Since the Planning Commission meeting, the applicant has prepared photosimulations of how the project might appear if constructed, given the proposed wall design and maturing trees and shrubs (see Attachment C – Photosimulations).*
- *Commissioner Satorre expressed support for the project. He indicated that he thought parking, traffic, and litter issues could be solved, and that the project could improve the site. He added that, with the project, residents would have a good restaurant in their neighborhood.*
- *Rich Rocchetta, representing the Hillside Homeowners Improvement Association, stated that he thought the proposal was a nice restaurant in the wrong place. He indicated that when Cobblestone Terrace was constructed, the subject site was planned to be mirror image of the retail center across East Market Street, with neighborhood services, and that a use that was not so traffic-centric was more desirable.*
- *Pam DiGiovanni, representing Sierra Club, agreed with the concerns expressed by the Commissioners and cited a movement in San Mateo County toward more healthy communities, given the high obesity rate in schoolchildren. She added that that the drive-through would also increase greenhouse gases.*

Site Design

The irregular shape of the lot creates design challenges; however, the applicant worked with staff to evaluate various alternative layouts to propose a configuration that both meets the needs of Steak 'N Shake and the City's requirements. The entire lot is suitable for development and the proposed layout includes the building, drive-through, and a parking lot on the west half of the parcel, where the lot dimensions better accommodate the improvements.

Because the property is flat and level with the adjacent existing residences to the south and west, operations at the restaurant drive-through lane (e.g., vehicle noise, menu board lighting, speaker used to take orders, etc.) and exterior parking lot lighting have the potential to cause adverse impacts to these residences. In early discussions with the applicant, staff had expressed concern about these potential impacts. As a result, the applicant has proposed a concrete masonry wall along the entire southern property line, which interfaces with residential uses abutting the subject property and across Cobblestone Court. Functionally, the wall would provide a noise buffer and reduce the visibility of nighttime glare from the restaurant to adjacent residences. The screen wall will be split face concrete block with a decorative column cap along top.

Staff has added a Condition of Approval requiring additional trees along the inside of the wall and vine plantings at the outside of the wall, adjacent to the City sidewalk. The intention of the latter

requirement would be to soften the appearance of the wall from the adjacent residential neighborhood and reduce the potential for graffiti, while the tree requirement would be to provide a vertical visual barrier in an effort to screen the restaurant over time from the adjacent neighborhood.

At the City's request the applicant has provided a lighting diagram identifying the foot-candle measurements of all exterior parking lights, which is included in the attached plans. While all the lighting measurements show foot-candles within reasonable limits, staff has added a Condition of Approval specifying that the applicant may be required to make adjustments to lighting, provide additional shielding to lights, or reduce or eliminate the use of certain lights.

To address potential noise issues, staff has added a Condition of Approval that any exterior speakers used shall have a volume adjustment and that, should the Planning Division determine that exterior speakers are causing adverse impacts to the adjacent residential uses, the applicant may be required to make adjustments to the speaker volume to the City's satisfaction. Furthermore, noise generated from the proposed drive-through shall be limited to 6:00 AM to mid-night, since PD-20 zoning district does not allow 24-hour business operations, and must comply with the Daly City General Plan Noise Element for nearby residential uses at no greater than 65 dB for the applicable acceptable Community Noise Exposure Level.

Parking and Circulation

The Zoning Ordinance requires that one parking space be provided for each 125 square feet of the building area for restaurant uses. Based on this ratio, Steak 'N Shake would be required to provide 23 parking stalls and they are proposing to provide a total of 27 spaces, exceeding the minimum required. The proposed parking layout also includes permeable pavers along the southern portion of the parking area that will both visually enhance the site and provide adequate area for storm water infiltration.

There are two driveways proposed to serve the project, one full-movement driveway (turns allowed in all directions) at East Market Street and one egress-only driveway at Hillside Boulevard. The Traffic Engineer has placed a Condition of Approval on the project requiring that, should the full-movement driveway at East Market Street become problematic, the City will require the applicant to reconfigure the lane striping in the roadway to reflect a double double-yellow line, thereby precluding the ability of vehicles to legally make a right turn (westbound) onto East Market Street and use the intersection of East Market/Hillside for a U-turn instead. Also, should the egress-only driveway at Hillside Boulevard become problematic, the City will require the applicant to reconfigure the driveway to only allow right-turns onto Hillside Boulevard.

To ensure that the drive-through queue length is sufficient to accommodate all vehicles in the drive-through, the Traffic Engineer has required the preparation of vehicle queue analysis for the new drive-through (Attachment D - Drive-Through Queue Analysis). The analysis observed and measured drive-through queue lengths at the two other West Coast freestanding Steak-n-Shake restaurants (the proposed Daly City restaurant would be the third) to determine if the queue lengths at these restaurants were adequate to meet vehicle demand. In conclusion, the queue analysis determined that the highest queue demand was during the evening period, when a 10-vehicle queue was observed at one of the stores.

The queue length proposed in the subject project is eight vehicles. Using the 10-vehicle queue length as a worst case scenario, such a queue could potentially block four parking spaces in the proposed project, but would not impact the public right-of-way, nor would the queue block any through traffic within the parking lot. The study notes that the 10-vehicle queue length last only ten minutes in the observation.

To ensure that vehicle queue lengths are not impacting traffic flow on East Market Street, the Traffic Engineer has added a Condition of Approval to the project requiring that, should the City determine that vehicle queue length is negatively impacting traffic on East Market Street, the City shall have the authority to require that the applicant implement measures to decrease vehicle time in the queue. These may include, but not be limited to, early ordering, upgrades/changes to the order intake system, or similar measures.

With regard to pedestrian circulation, the City has expressed concern about pedestrian safe travel from all of the restaurant's parking spaces to the front of the store and from the adjacent City sidewalk to the same. As identified in the project plans, the applicant has in response identified in-driveway striping to effectively communicate the pedestrian safe travel route to the storefront, as well as raised walkways leading from the adjacent City sidewalks at Third Avenue and East Market Street to the storefront. The City's Building Division has required that the walkway at East Market Street provide an accessible path in compliance with the building code.

- ***Commissioner Tallerico expressed his concern that restaurant patrons would access the site and how the project would impact pedestrians in the area, and thought a complete traffic study should have been completed for the project, in addition to the vehicle queue analysis performed. Staff explained that the anticipated number of vehicle trips that would be generated by the project did not warrant the need for a complete traffic study, that the intersection of East Market Street and Hillside Boulevard operated at Level of Service (LOS) A in 2008 (a traffic measurement that was taken during school year), and that staff didn't feel the LOS had degraded since that time.***

Architectural Design

The exterior design style of the proposed building is a contemporary design with expansive use of aluminum store-front at the dining area providing a view of the restaurant from the street. The proposed building incorporates an architectural design unique to the Steak 'N Shake branding scheme. However, to further articulate the building elevations, staff has added a Condition of Approval requiring a ledgerstone wainscoting along the lower column of the building. The upper portion of the elevations reflects a stucco finish with a light sand texture.

The applicant worked with staff to modify the original proposal in order to provide a building entrance layout with a more prominent presence and to meet the intent of the PD-20 criteria to serve both vehicular and pedestrian traffic. The vehicle access to the project site is only from East Market Street. Meanwhile, pedestrians can access the project site from East Market Street frontage and from Hillside Boulevard, by means of a raised walk area leading from both the East Market Street and Third Avenue sidewalks.

The proposed building design is compatible with the neighborhood by incorporating glass store front, stucco/plaster finishes, wainscoting treatments, decorative lighting and a paint scheme that complements the East Market Street townscape.

The proposed lighting enhances the building design and improves safety. All lighting is required to minimize off-site light pollution and glare on nearby residences and shall meet minimum safety requirements for the site.

Signs

There are three signage categories proposed for the site: business identification; pre-order board; and informational/menu board signage. Menu board and pre-order signs are not included in the square footage calculations for the overall sign area. However, all illuminated menu boards and pre-order signs will be required to be shielded to reduce glare for the surrounding neighborhood.

DCMC Chapter 17.32.20 regulates allowable sign area. Lots containing primary frontages of 100 feet or greater are permitted a maximum 125 square feet of signage, plus an additional 62.5 square feet of signage for secondary frontages. Therefore, a maximum of 187.5 square feet is allowed for the site.

Approximately 273 square feet of signage is proposed and it includes the installation of a new double faced monument sign near the northwest corner of the property next to the driveway exit into East Market Street with approximately 60 square feet of signage. Since the project sign proposal exceeds 187.5 square feet maximum sign area allowed, a Condition of Approval has been added to reduce the sign area to comply with the sign ordinance.

	North	South	East	West	Total
Proposed Building Signage including logos	~106.8 s.f.	0	0	~106.8 s.f	~ 213 s.f.
Monument Sign	~59.5 s.f.	0	0		~ 59.5 s.f

Staff supports the proposed monument sign at the corner of Market Street and Third Avenue. Due to its unique branding, the Steak 'N Shake site will be easily visible to both pedestrian and vehicle traffic. In recognition that signs could have an adverse impact to adjacent residents, staff has added a Conditions of Approval to the project that illuminated wall and monument signs facing parcels with residential uses shall be halo-illuminated only.

Landscaping

Approximately 3,000 square feet of new landscaping that includes a variety of plants, shrubs and shade trees are proposed. The project exceeds the 1,000 square feet of landscaped area and is therefore subject to specific requirements for outdoor water use efficiency and Tier One landscape requirements of the Daly City Landscaping Ordinance.

As mentioned previously, staff has added Conditions of Approval requiring trees along the inside of the proposed masonry wall and at in the landscape planter area adjacent to Third Avenue. These trees would be a fast-growing vertical tree variety, such as Italian cypress, New Zealand Christmas tree, or other tree acceptable to the City.

Fiscal Analysis

The proposed project consists of a new commercial building and site improvements. Prior to project completion, the applicant will be required to pay building permit, plan check and AB1600 fees to the City. Additionally, the value of the new commercial uses will be added to the current assessed value of the subject property, which will result in additional property tax collection by the County, a portion of which would be distributed to the City. Ongoing retail sales tax will also result in additional tax revenue distributions to the City.

Stormwater Requirements

The proposed project must meet storm water management requirements. The applicant has submitted required NPDES Project Application Checklist, C.3 and C.6 Development Review Checklist forms for the project and has included some preliminary designs and treatments for storm water management. Additional information and updated forms may be required during the building permit review stage when more construction details are known.

ENVIRONMENTAL ASSESSMENT

Staff has reviewed the proposal under the requirement of the California Environmental Quality Act (CEQA) and has determined that the project is exempt as a new structure of less than 10,000 square feet in an urban area.

FINDINGS

Staff finds that, as conditioned, the proposed project is in compliance with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed project would not be detrimental to the health, safety, morals, comfort and general welfare of persons residing in or working in the neighborhood, or be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the city. Approval of the proposed Use Permit UPR-12-14-10093 and Design Review DR-12-14-10094, as conditioned herein, is in the best interest of the public health, safety, and general welfare of the community, and that the general site, architecture, and landscape considerations have been incorporated to ensure compatibility with adjacent buildings and to provide an attractive environment. These findings are based on the following facts:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the city Council will conduct a public hearing on April 27, 2015; notice of said hearing was by newspaper publication on April 17, 2015, and first class mailing to property owners within 300 feet;

2. Staff has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined the project is Categorically Exempt per Section 15303(c), New Construction or Conversion of Small Structures;
3. The subject property is zoned PD-20 (Light Commercial) which requires a Use Permit for the establishment of a drive-through restaurant;
4. The subject use is consistent with the General Plan and the PD-20 standards and, together with the provisions for its design and operation, would not be detrimental to the health, safety, morals, comfort and general welfare of the neighborhood;
5. The project complies with applicable provisions of Design Review Section 17.45 of the Zoning Ordinance;
6. General architectural considerations including consistent building materials have been incorporated into the design and façade treatments will be applied, to ensure the compatibility of the development to the surrounding neighborhood.

CONDITIONS OF APPROVAL:

Staff recommends approval of Use Permit UPR-1-14-8470 and Design Review DR-1-14-8472, based on the following conditions as specified by each Department and Division. These conditions need to be complied with prior to, or as part of, any building permit for the proposed improvements.

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. Within ten (10) days of City Council approval, the applicant shall file with the Planning Division a Declaration of Acceptance of all conditions. Until said Declaration is filed, the use shall not be valid and no permits may be issued for this business.
2. The Use Permit and Design Review shall be valid for a period of one year from the date of City Council approval. The approval shall terminate if a building permit has not been obtained and construction commenced within one-year of City Council approval of the project or if the applicant fails to obtain a valid business license.
3. The use permit and design review shall be valid only in conjunction with plans submitted and approved by the City Council. Any significant modifications and changes to the plans shall be treated as an amendment and shall be subject to review by a Council Committee appointed by the Mayor.

4. The City shall reserve the right to revisit and review Use Permit UPR-12-14-10093 the onsite prevailing conditions periodically to ascertain that no adverse impacts are being generated by the business operations in the area and along the surrounding City streets.
5. An approved litter control and site maintenance plan is required prior to building permit issuance. The plan must include a schedule of maintenance for the site and adjacent sidewalks, a graffiti abatement program, and also require that the trash and/or recycling bins stored in the trash enclosure, which must be pulled out along queuing lane drive aisle for servicing, cannot be placed or stored in such a way as to block the on-site drive aisles or create a circulation hazard.
6. All buildings, any applicable retaining walls, fences, and trash enclosure materials and colors must match those as approved. High quality materials shall be utilized and final finishes shall be approved by the Director of Economic and Community Development.
7. A Parcel Merger is required for merger of the parcels that comprise the project site and shall be completed prior to issuance of a Certificate of Occupancy.

Building and Site Design

8. The applicant shall extend the Cobblestone Court screenwall to the northwest corner of the home at 74 Cobblestone Court, where the wall shall measure six feet in height from the grade of the home's front yard.
9. The Cobblestone Court screenwall shall measure six feet in height from the grade of the adjacent sidewalk to be installed along the south side of Cobblestone Court. The design of the wall shall be specified in building permit drawings and subject to approval by the Planning Division.
10. Any retaining walls necessary to develop the project, including construction of the Cobblestone Court screenwall, shall incorporate integral color. The wall color shall be specified in building permit drawings and subject to approval by the Planning Division.
11. The applicant shall work with the adjacent convenience store property owner to either eliminate or replace the existing chain link fence on the common property line with the project with a new wall that matches the wall design of the Cobblestone Court screenwall.
12. The applicant shall enhance two feet of the building's lower column elevations with wainscoting decorative materials to be approved by the Economic and Community Development Director prior to the submittal of the building permit application. The architect shall supply a manufacturer cut-sheet of the veneer material proposed for the building prior to building permit application.
13. The proposed fin wall shall provide no illumination other than allowed for the attached sign.

14. The proposed trash enclosure shall be constructed from concrete (CMU is acceptable) and shall receive design elements similar to those of the restaurant building, including color, materials, and roof design. The enclosure's doors shall receive a powder-coated metal door painted to match the enclosure's wall color. The capacity, design, and location of the structure shall be approved by both the Planning Division and Allied Waste Services prior to incorporation in the project plans that are submitted to the Building Division for permit issuance.
15. The applicant shall supply a manufacturer cut-sheet of all proposed lighting fixtures, including wall fixtures, to the Planning Division prior to building permit application. The fixtures shall match or closely reflect those fixtures identified in the illumination model submitted with the use permit application.
16. Any new rooftop mechanical equipment shall be completely screened from view in a manner acceptable to the Planning Division.
17. The applicant shall stripe the project parking lot in conformance with the approved parking lot layout. All parking spaces shall conform to the Daly City Zoning Ordinance parking dimensions. All parking spaces shall receive wheel stops.

Landscaping

18. If the project landscaping exceeds the 1,000 square feet of landscaped area, it is subject to the Daly City Landscaping Ordinance and shall be required to meet all applicable requirements including water efficient irrigation and will incorporate Bay Area Friendly species that are drought tolerant. Irrigation systems will incorporate water efficiency measures and shall show the details on the building permit plans. No building permit may be issued until this condition is met.
19. The applicant shall plant trees and shrubs within the perimeters of the property adjacent to the residences to reduce night glare visibility of the menu boards and directional signs from the adjacent residential properties.
20. The applicant shall install vine plantings at the outside of the proposed masonry wall. The minimum dimension of this planter area shall be as established by the Planning Division. This area shall be irrigated.
21. The applicant shall amend the project landscape plan to reflect tree planting at ten-foot on center along the inside of the proposed masonry. The trees shall be a fast-growing vertical variety acceptable to the Planning Division, such as Italian cypress, New Zealand Christmas Tree, or other acceptable tree.
22. All trees approved as a part of this project shall be retained in perpetuity and all diseased and/or dying trees shall be replaced immediately or upon notification by the Planning Division to do so.

23. The applicant shall provide establishment, and where necessary, long-term irrigation to all trees, shrubs, and groundcover.
24. The applicant shall triple-stake all trees and this staking shall be subject to initial inspection by the City. Trees shall remain triple-stake through the establishment period.

Operational Requirements and Restrictions

25. Any exterior speakers used shall have a volume adjustment. The specific speaker model identifying volume adjustment shall be included in the building permit submittal for plan check. Should the Planning Division determine that exterior speakers are causing adverse noise, as determined by the City, the applicant may be required to make adjustments to the speaker volume to comply with this Condition.
26. Noise generated from the proposed drive-through shall be limited to 6:00 a.m. 12:00 mid night since PD-20 zoning district does not allow 24-hour business operations, and must comply with the Daly City General Plan Noise Element for nearby multifamily residential homes at no greater than 65 dB for the applicable acceptable Community Noise Exposure Level.
27. The use of exterior lighting shall not result in adverse glare to adjacent residential neighbors. Should the Planning Division determine that exterior lighting is causing adverse glare, as determined by the City, the applicant may be required to make adjustments to lighting, provide additional shielding to lights, or reduce or eliminate the use of certain lights to comply with this Condition.
28. The drive-through operation shall only be allowed from 6:00 A.M. to midnight.

Stormwater Treatment

29. The applicant shall develop and submit a stormwater management plan that illustrates full compliance with Section C.3 of Order R-2-2009-0074 NPDES Permit No. CAS612008. The project must comply with Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.
30. Additional stormwater information and updated forms may be required during the building permit review stage when more details of the construction drawings are known. Information and/or designs that may be required if there are any changes that impact the forms submitted for the subdivision application. No building permit may be issued until acceptable storm water requirements are met.
31. The applicant shall receive approval of the stormwater management plan from a third-party reviewer appointed by the City prior to building permit submittal. The applicant shall pay the entire cost of the third-party reviewer.

32. All stormwater treatment facilities shall be inspected during construction to ensure eventual compliance with the stormwater management plan. The applicant shall pay the entire cost of these inspections.
33. The applicant shall enter into a Maintenance Agreement with the City to ensure long-term maintenance and servicing by the Property Owner of stormwater site design and treatment control measures according the approved Maintenance Plan.
34. The applicant shall arrange and pay for final inspection of installed treatment measure by municipality's Special Inspector within 45 days of installation or project construction completion, whichever comes first.

Signs

35. The applicant shall submit revised sign diagrams to comply with the required maximum sign area of 187.5 square feet allowed for the site.
36. All signs at the subject property shall receive sign permits and shall remain in conformance with the Daly City Municipal Code. Banners, streamers, balloons, and any other device intended to attract visual attention shall be prohibited. Box signs shall be prohibited, except where allowed on the monument and pole sign.
37. Illuminated wall and monument signs facing parcels with residential uses shall be halo-illuminated only.
38. Any modifications to the proposed monument sign and any other signs shall be submitted and approved by the Planning Division prior to sign permit issuance. A separate sign permit shall be required for all proposed signage.

Site Maintenance

39. Permanent decorative trash receptacles shall be placed on-site for patron use. The quantity, location, and design of these receptacles shall be approved by the Planning Division prior to building permit issuance.
40. The site shall be maintained in a safe, sanitary and litter free condition at all times.
41. No outside storage shall be allowed, except in the approved trash enclosure area.
42. Doors to the trash enclosure area shall be kept closed except when necessary to dispose of trash or to store material to be recycled.
43. The buildings and appurtenances shall be painted as often as necessary to maintain a weatherproof coating.

44. All sidewalks, walkways, driveways, parking lot facilities, and easements within and adjacent to the property, including weeds. The requirement shall not apply to adjacent State-owned highway.
45. All outdoor storage areas shall be screened from public view.
46. Garbage storage areas are to be kept sanitary and free of litter and debris.
47. During construction, litter and construction debris shall be put into closed containers at the end of each day. Subsequent to construction activity, all recyclable material shall be stored exclusively inside the recycling material enclosure area.
48. The accumulation of trash in the garbage dumpster or located anywhere on the premises shall be removed and disposed of in a proper manner. Motor oil that has accumulated in parking stalls and driveway areas shall be cleaned as soon as possible to prevent oil from entering the storm drain system.
49. The applicant shall submit a site maintenance program that includes maintaining the sidewalk area in front of the business prior to the issuance of any building permits.

B. BUILDING DIVISION

50. The applicant shall provide an accessible path of travel from the public way (at East Market Street) leading to the main entrance of the building.
51. The applicant shall provide at least one designated parking for low-emitting fuel-efficient vehicles.

C. ENGINEERING DIVISION

52. Should the full-movement driveway at East Market Street become problematic, the City will require the applicant to reconfigure the lane striping on East Market Street to reflect a double-yellow line, thereby precluding the ability of vehicles to legally make a right turn (westbound) onto East Market Street and instead make a U-turn at the intersection of East Market St./Hillside Blvd.
53. The trash management provider shall approve the location of the trash enclosure and turning radius within the parking lot.
54. The applicant shall install an ADA-compliant curb ramp at the southwest corner of Cobblestone Court and Third Avenue.
55. Should the City determine that vehicle queue length is negatively impacting traffic on East Market Street, the City shall have the authority to require that the applicant implement measures to decrease vehicle time in the queue. These may include, but not be limited to, early ordering, upgrades/changes to the order intake system, or similar measures.

56. The applicant construct a five-foot sidewalk on Cobblestone Court, extending to the existing sidewalk in front of 74 Cobblestone Court.

D. DEPARTMENT OF WATER AND WASTEWATER RESOURCES

57. Based on the City's current water maps, there is an existing 12-inch water main on: the same side of the street. Pipe size shall be verified by the applicant prior to construction. A fire flow may be required to determine if this main is adequate to supply water for this project. All costs for verification of pipe size and fire flow shall be borne by the applicant.
58. Water meters shall be located in landscaped areas only. No water meters shall be located in sidewalks or driveways.
59. Sewer System Improvements: All costs associated with any sewer system improvements required as a result of the proposed construction shall be borne by the applicant.
60. Plans shall include water conservation devices. Outdoor landscaping shall be drought tolerant, native vegetation or hardscapes. Irrigation in non-turf areas shall be drip, micro-spray or micro-jet. No water features shall be permitted.
61. A set of utility plans is required for DWW's next review at the time of building permit application. The plans need to include the domestic, fire and irrigation service connections and the sizes of each these services.
62. Backflow Devices: Per City of Daly City Standard Drawing SS-12, due to the sewer lateral having a desired slope of less than 2%, a backflow device (swing check) shall be installed in an appropriate location within the private property. The backflow device shall be contained in a vault that shall remain accessible at all times.
63. Sewer Lateral Inspection: Applicant needs to verify the intent to abandon or reuse the existing sewer lateral. If the intent is to reuse, applicant must video inspect and perform a watertight test that is subject to review by DWW. A DWW representative shall be on site during the testing and televising. If the lateral is not to be used, the lateral shall be abandoned per Section 02720, 3.08 of the City of Daly City Standard Specifications and Drawings. The abandonment shall be completed prior to any demolition of the previous building or construction of the new building. All costs associated with the testing, video inspection and abandonment shall be borne by the applicant.
64. Water System Improvements: All costs associated with any water system improvements required as a result of the proposed construction shall be borne by the applicant.
65. Water Service Inspection: Applicant needs to verify the intent to abandon or reuse the existing water service. Only copper or ductile iron services shall be reused. If the intent is to reuse, applicant must provide evidence of the material type to DWW/Engineering. If the service is not to be used, the service shall be abandoned per Section 02710, 3.15 of the City of Daly

City Standard Specifications and Drawings. The abandonment shall be completed prior to any demolition of the previous building or construction of the new building. All costs associated with the abandonment shall be borne by the applicant.

66. Plans shall include water conservation devices. Indoor-All domestic fixtures shall be low flow with toilets 1.28 gpf or less and "HE" urinals 0.5 gpf or less are required.
67. A certified Distribution System Operator must be present for all hydrostatic testing, chlorination, flushing, bacteria testing and connections to the existing system, per California Department of Public Health, Operator Certification Regulations, Section 63770. The City of Daly City Engineer must receive the request for the certified Operator to be present for these operations in writing no less than six (6) working days prior to the anticipated date of work. Include in plan notes.
68. The grease interceptors required for the project must be sized per the current plumbing codes. The interceptor location and sizing calculations must be shown on the next set of drawings for review.
69. The trash enclosure will also require a sanitary drain to be installed and it must be plumbed to the grease interceptor. The floor for the enclosure must be sloped to prevent runoff and out of the enclosure. Currently sheet DD1.1 shows a 1% slope allowing runoff etc. to flow out towards the parking lot.

C. NORTH COUNTY FIRE AUTHORITY

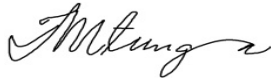
70. Fire sprinklers that meet NFPA standards are required and shall be included on the building permit plan submittal.
71. The applicant shall submit under separate permit for hood and duct system.
72. The applicant shall provide an on-site plan fire apparatus access routes per code.

Recommendations

The Planning Commission has recommended that the City Council deny Use Permit UPR-12-14-10093 and Design Review DR-12-14-10094. Staff recommends that the City Council do the following:

1. Adopt the Findings as outlined herein;
2. Affirm the project as Categorically Exempt per Section 15303 of the California Environmental Quality Act; and
3. Approve Use Permit UPR-12-14-10093 and Design Review DR-12-14-10094, subject to the Findings and Conditions outlined herein.

Respectfully submitted,



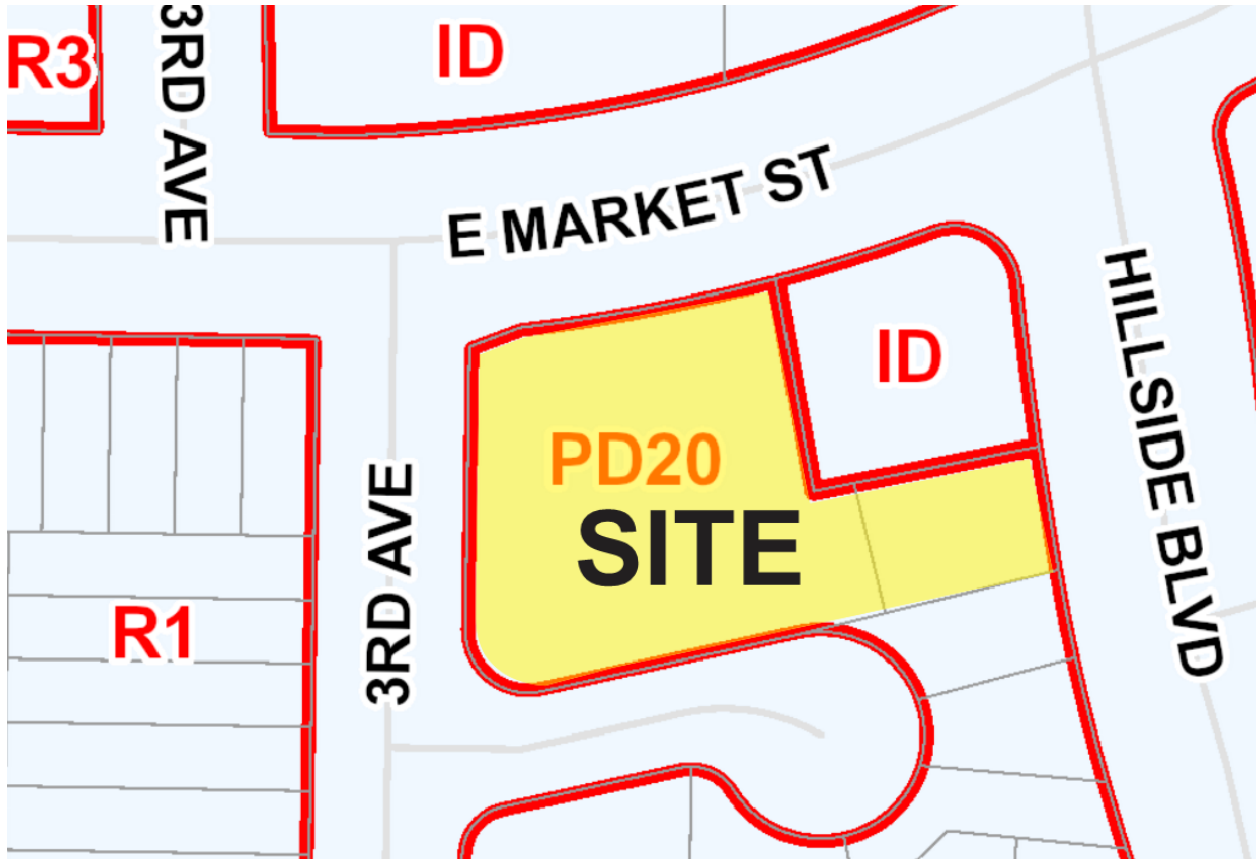
Tendai Mtunga
Associate Planner



Tatum Mothershead
Interim Director
Economic and Community Development

Attachments

- Attachment A – Location Map
- Attachment B – Project Plans
- Attachment C – Photosimulations
- Attachment D – Drive-Through Queue Analysis
- Attachment E – Public Comments Received
- Attachment F – Letter from Tuija Catalano (applicant's representative)





1.10 SIGNAGE BY SIGN VENDOR UNDER SEPARATE PERMIT.

1.21 MENU BOARD. G.C. TO COORDINATE WITH VENDOR. REFER TO DETAIL 5-SP-002.

1.22 DUMPSTER AREA. REFER TO CIVIL FOR ADDITIONAL INFORMATION.

1.24 PRE-ORDER BOARD. G.C. TO COORDINATE WITH VENDOR.

1.90 PROPERTY LINE - SEE CIVIL FOR ADDITIONAL INFORMATION.

2.01 4" WIDE PAINTED PARKING STRIPING. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

2.02 ACCESSIBLE PARKING SPACES. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

2.03 STRIPED PEDESTRIAN CROSSING LOCATION - SEE CIVIL FOR ADDITIONAL INFORMATION.

2.05 PAINTED DIRECTIONAL ARROWS. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

2.06 BLACK STAIN CONCRETE

2.07 CONCRETE WHEEL STOP

2.73 ACCESSIBLE RAMP TO HAVE A MINIMUM 1:12 SLOPE AND DETECTABLE WARNINGS PER CODE. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

2.76 CONCRETE CURB. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

2.92 LANDSCAPE AREA. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

3.34 CONCRETE WALK WITH EXPANSION JOINTS AT 20'-0" O.C. AND SCORE MARKS AT 5'-0" O.C. MINIMUM. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

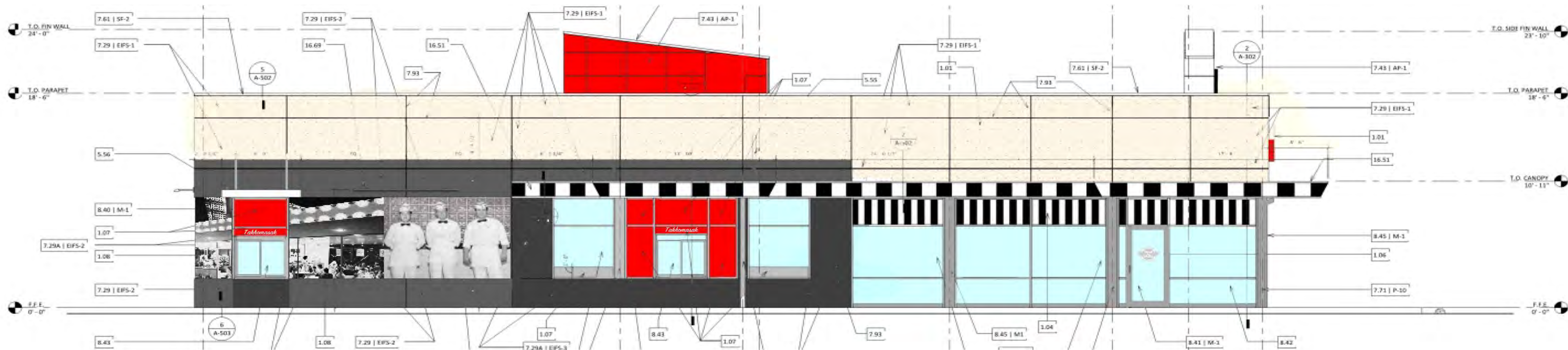
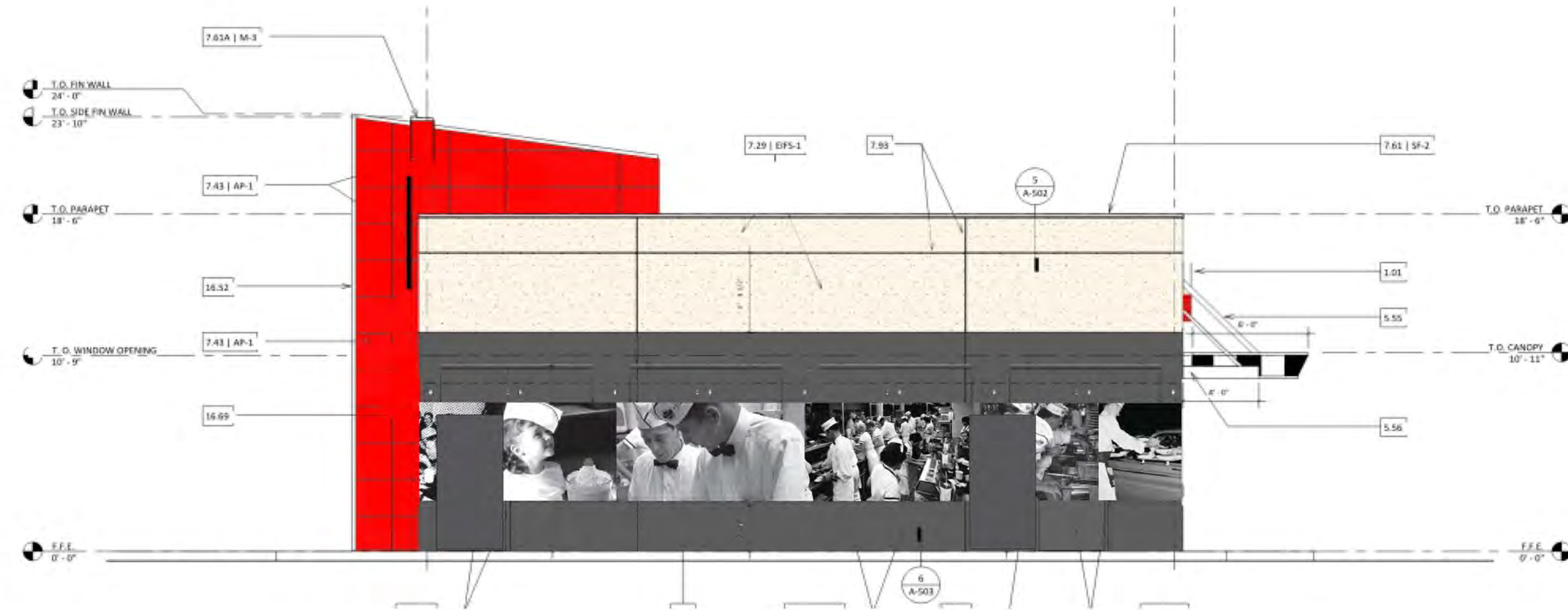
5.03 4" GALVANIZED PIPE BOLLARD. TOP OF BOLLARD TO BE 42" HIGH. FILL BOLLARD WITH CONCRETE AND ROUND OFF TOP.

8.43 DRIVE-THRU WINDOW. REFER TO 4-SP-002 AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

16.81 CANOPY/SPEAKER POST. G.C. COORDINATE W/ VENDOR. REFER TO DETAIL 2-SP-002.

16.90 CLEARANCE BAR - G.C. COORDINATE W/ VENDOR. REFER TO DETAIL 8-SP-002.

HC PARKING REQUIRED BY ADA:	1 (VAN ACCESSABLE)
HC PARKING PROVIDED:	2 (VAN ACCESSABLE)
TOTAL PARKING REQUIRED BY CITY:	23
TOTAL PARKING PROVIDED:	27



EXTERIOR FINISH SCHEDULE

PAINT		SPECIAL FINISH	
P-4	"DEEP SPACE" WALL PAINT	SF-2	TO MATCH BM "SUPER WHITE"
P-10	BRUSHED ALUMINUM PAINT		
TILE		ARCHITECTURAL PANEL	
	NOT USED	AP-1	ARCHITECTURAL PANEL TO MATCH PMS 485C
EIFS		METAL	
EIFS-1	TO MATCH BM "LINEN WHITE"	M-1	STAINLESS ALUMINUM STANDARD FINISH
EIFS-2	TO MATCH BM "DEEP SPACE"	M-2	STAINLESS ALUMINUM TO MATCH BM "BLACK"
EIFS-3	TO MATCH BM "BLACK"	M-3	VALSPAR FINISH TO MATCH AP-1

KEYNOTES

- ILLUMINATED SIGNAGE ON FACE OF BUILDING TO BE PROVIDED BY SIGNAGE VENDOR UNDER SEPARATE PERMIT. G.C. TO COORDINATE INSTALLATIONS AND PROVIDE POWER AS REQUIRED. SEE ELECTRICAL SHEETS FOR MORE INFORMATION.
- GRAPHIC STRIPE APPLICATION ON INSIDE FACE OF GLAZING. COORDINATE INSTALLATION WITH GRAPHIC VENDOR.
- DOOR GRAPHIC DIRECTING PATRONS TO FRONT ENTRANCE BY GRAPHIC VENDOR. G.C. TO COORDINATE.
- TRANSPARENT RED WINDOW VINYL APPLICATION. G.C. TO COORDINATE INSTALLATION WITH GRAPHIC VENDOR.
- ART WORK BY OWNER.
- DRIVE THRU CANOPY SUPPORT. FINISH TO MATCH EIFS-1. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
- "AWNEX" 48"x72" METAL CANOPY -#SNS001 COLOR TO MATCH EIFS-1 - SEE SHEET A601 FOR CONTACT INFORMATION.
- 2" EXTERIOR INSULATING FINISHING SYSTEM. FINISH AS INDICATED AND PER SPECIFICATIONS.
- 1" EXTERIOR INSULATION AND FINISHING SYSTEM (EIFS).
- ARCHITECTURAL WALL PANEL SYSTEM TO BE INSTALLED PER MANUFACTURERS INSTALLATION INSTRUCTIONS WITH 1/2" REVEALS AS INDICATED. PANELS TO BE FURNISHED AND INSTALLED BY SIGN VENDOR.
- ALUMINUM PARAPET COPING PAINTED SF-2. SEE DETAIL 4-A-504.
- ALUMINUM COPING. PAINT TO MATCH M-3.
- METAL DOWNSPOUT TO BE FINISHED P-10.
- 3/4" "V" REVEAL IN EIFS. ALIGN WITH MULLIONS, UNLESS DIMENSIONED OTHERWISE.
- DOOR AND FRAME.
- ALUMINUM STOREFRONT SYSTEM WITH 1" CLEAR INSULATED TEMPERED GLASS U.N.O. FINISH OF SYSTEM, INCLUDING 6" METAL BASE, TO MATCH EIFS-1.
- ALUMINUM STOREFRONT ENTRANCE DOOR WITH STANDARD PULL.
- TRANSLUCENT FILM BELOW LOWER HORIZONTAL MULLION. G.C. TO FURNISH & INSTALL 3M SCOTCHCAL SPECIAL EFFECTS GRAPHIC FILM 5525-324 SANDBLAST.
- DRIVE THRU WINDOW (READY ACCESS MODEL 275, MANUAL OPEN/SELF CLOSING, 47 1/2" W X 43 1/2" H WITH 19" W X 36" H OPENING). G.C. TO COORDINATE INSTALLATION.
- ALUMINUM STOREFRONT SPLIT COLUMN SURROUND WITH M-1 FINISH TO MATCH STOREFRONT SYSTEM.
- LIGHTBOX SIGNAGE BY SIGN MANUFACTURER. G.C. TO COORDINATE INSTALLATION AND PROVIDE STRUCTURE PER DETAILS.
- CONTINUOUS LIGHT BOX AT END OF FIN WALL TO BE FURNISHED AND INSTALLED BY SIGN VENDOR. SEE SECTIONS AND DETAILS FOR MORE INFORMATION.
- EXTERIOR LIGHTING FIXTURE LOCATED TO EVENLY ILLUMINATE GRAPHIC BELOW. SEE REFLECTED CEILING PLAN AND ELECTRICAL SHEETS FOR MORE INFORMATION.
- DOOR BELL BUTTON. SEE ELECTRICAL SHEETS FOR MORE INFORMATION.

Kopplin | 

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STEAK 'N SHAKE
308 E. MARKET STREET,
DALY CITY, CA.

ISSUE: 10/30/2014

REV	DATE	DESCRIPTION

PROJECT NO: 3275

TITLE:

**EXTERIOR
ELEVATIONS**

SHEET:

A-202



CARPINUS BETULUS 'FASTIGIATA'
UPRIGHT EUROPEAN HORNBEAM



METROSIDEROS EXCELSUS
NEW ZEALAND CHRISTMAS TREE



BIOFILTRATION SOD from
DELTA BLUEGRASS COMPANY



ARMERIA MARITIMA
SEA THRIFT



CERASTIUM TOMENTOSUM
SNOW-IN-SUMMER



FRAGARIA CHILOENSIS
WILD STRAWBERRY



HELICTOTRICHON SEMPERVIRENS
BLUE OAT GRASS



PENNISETUM ALOPECUROIDES 'FAIRY TAILS'
DWARF MEXICAN FOUNTAIN GRASS



NASELLA TENUISSIMA
MEXICAN FEATHER GRASS



PHORMIUM TENAX 'TONY TIGER'
TONY TIGER NEW ZEALAND FLAX



RHAPHIOLEPIS INDICA BALLERINA
BALLERINA PINK INDIAN HAWTHORNE



MAHONIA AQUIFOLIUM 'COMPACTA'
COMPACT OREGON GRAPE



NANDINA DOMESTICA 'FIREPOWER'
FIREPOWER HEAVENLY BAMBOO



NANDINA DOMESTICA 'GULF STREAM'
GULF STREAM HEAVENLY BAMBOO



SANTOLINA VIRENS
GREEN LAVENDER COTTON



LEPTOSPERMUM SCOPARIUM 'RUBY GLOW'
NEW ZEALAND TEA TREE 'RUBY GLOW'



GREVILLEA ROSMARINIFOLIA
ROSEMARY GREVILLEA



PODOCARPUS MACROPHYLLUS 'MAKI'
SHRUBBY FERN PINE



ESCALLONIA 'NEWPORT DWARF'
DWARF ESCALLONIA

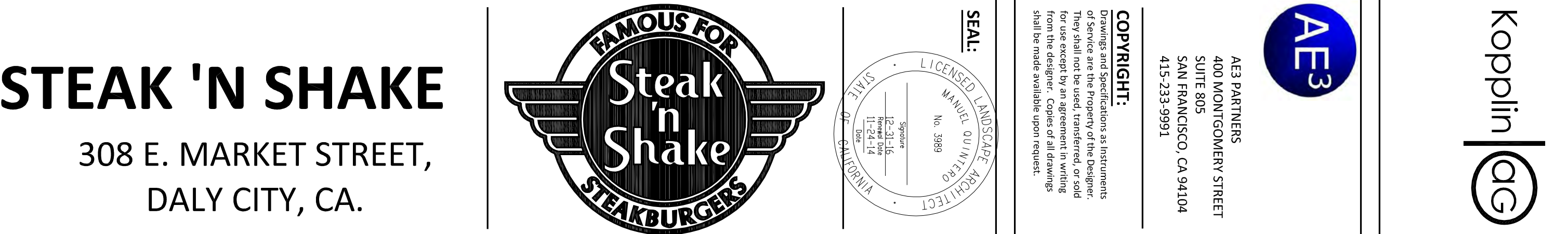


PEROVSKIA ATIPLICIFOLIA 'LITTLE SPIRE'
RUSSIAN SAGE



PHORMIUM TENAX 'MARGARET JONES'
MARGARET JONES NEW ZEALAND FLAX

REV	DATE	DESCRIPTION
	01.16.15	CITY COMMENTS



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AE3

A/E3 PARTNERS
 400 MONTGOMERY STREET
 SUITE 805
 SAN FRANCISCO, CA 94104
 415.723.9591

SEAL:

REGISTERED PROFESSIONAL
 ARCHITECT

NO. 399

DATE: 12-21-14

SIGNATURE: _____

11-21-14

THE STATE OF CALIFORNIA

Kopplin | 

al
k
RG

[illegible]

ISSUE: 10/30/2014

	02.12.15	CITY COMMENTS
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| | | |
| | | |
| | | |
- SHEET:**

TITLE:

PROJECT NO: **3275**

**LANDSCAPE
CONCEPT PLAN**



Koppalin



A&E PARTNERS
400 MONTGOMERY STREET
SUITE 805
SAN FRANCISCO, CA 94104
415-233-9991

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SEAL:

Signature _____
12-31-16
Revised Date _____
11-24-14
Date _____

STEAK 'N SHAKE
308 E. MARKET STREET,
DALY CITY, CA.

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PROJECT NO: 3275

TITLE:

LANDSCAPE CONCEPT PLAN

SHEET:

LC-001

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OWNER
ADDRESS 1
ADDRESS 2
TEL. #
CONTACT INFO



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DALY CITY, CA.

ISSUE: 10/30/2014

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	01.16.15	CITY COMMENTS
	02.12.15	CITY COMMENTS
	04.17.15	RENDERINGS

PROJECT NO: 3275

TITLE:

SITE PLAN

SHEET:





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	04.17.15	RENDERINGS

PROJECT NO: 3275

TITLE:

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	04.17.15	RENDERINGS

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	02.12.15	CITY COMMENTS
	04.17.15	RENDERINGS

PROJECT NO: 3275

TITLE:

SITE PLAN

SHEET:





HEXAGON TRANSPORTATION CONSULTANTS, INC.

February 5, 2015

Mr. Dan Leder
Cowlick Inc.
420 Buena Vista Avenue
San Mateo, CA 94403

Subject: Drive-through Queue Length Study for the Proposed Steak-n-Shake Restaurant at 308 E. Market Street in Daly City, CA

Dear Mr. Leder:

Hexagon Transportation Consultants, Inc. has completed a drive-through queue length study for the proposed Steak-n-Shake restaurant at 308 E. Market Street in Daly City, CA. We understand that Shirley Chan, the city traffic engineer, has requested the queue length study because Steak-n-Shake is a new entity in the Bay Area, and she wants to be certain that adequate queue storage is provided at the restaurant.

Project Description

The project site is located on the southeast corner of the intersection at Third Avenue and E. Market Street. The project proposes a full access driveway on E. Market Street, and an exit-only driveway on Hillside Boulevard. Upon entering the driveway on E. Market Street, vehicles would drive south to access the drive-through lane that begins at the southwest corner of the restaurant building. The drive-through lane extends along the southern, eastern, and northern edges of the restaurant building. Drive-through customers would pick up their order half way along the eastern edge of the building. Between the drive-through lane entrance and the pick-up location, the project site plan shows queuing spaces for 8 vehicles. Vehicles exiting the drive-through lane can exit the property either through the E. Market Street or the Hillside Boulevard driveway. The proposed site plan is shown on Figure 1.

Queue Length Measurements

Hexagon observed and measured drive-through queue lengths at two other Steak-n-Shake restaurants: one in Reno, Nevada, and one in Victorville, California, to determine the typical queues and maximum queue and compare those to the queuing space provided at the proposed project site. These are the closest two Steak-n-Shake restaurants. The observations were made for one day at the Reno restaurant and two days at the Victorville restaurant. The observations were done 7-9 AM, 11:30 AM – 2:30 PM, and 5-8 PM to capture the maximum queue lengths. The observed queue lengths are shown on Table 1. The morning (7-9 AM) period had a maximum queue of one vehicle. The midday (11:30 AM – 2:30 PM) period had an average queue of two vehicles and a maximum queue of four vehicles. The morning and midday queues at both study locations on all study days were similar. The evening (5-8 PM) period had an average queue of five vehicles, and a maximum queue of ten vehicles at the Reno restaurant. During the evening period, the Victorville restaurant had an average queue of 2 vehicles and a maximum queue of four vehicles.



Queue Length Analysis

The proposed drive-through queue storage length (8 vehicles) is longer than all observed maximum queues except at the Reno restaurant during the evening period, which had a maximum queue of 10 vehicles. However, a 10-vehicle queue would only spill out of the proposed drive-through lane into the parking lane. This queue could potentially block four parking spaces along the western edge of the restaurant building, but would not block any through traffic within the parking lot and would not spill out into the street. Moreover, the time period in which the observed queue at the Reno restaurant exceeded 8 vehicles was only 15 minutes in length. The queues are not expected to affect traffic on E. Market Street.

Table 1
Observed Queue Lengths

Restaurant Location	Observation Date	7 AM - 9 AM		11:30 AM - 2:30 PM		5 PM - 8 PM	
		Average Queue (veh)	Maximum Queue (veh)	Average Queue (veh)	Maximum Queue (veh)	Average Queue (veh)	Maximum Queue (veh)
1140 N. Hills Blvd, Reno, NV	Wed, Jan 28th, 2015	1	1	2	4	5	10
12160 Mariposa Rd, Victorville, CA	Wed, Jan 28th, 2015	1	1	2	4	2	4
	Thur, Jan 29th, 2015	1	1	1	2	1	3

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

HEXAGON TRANSPORTATION CONSULTANTS, INC.

Gary Black, President

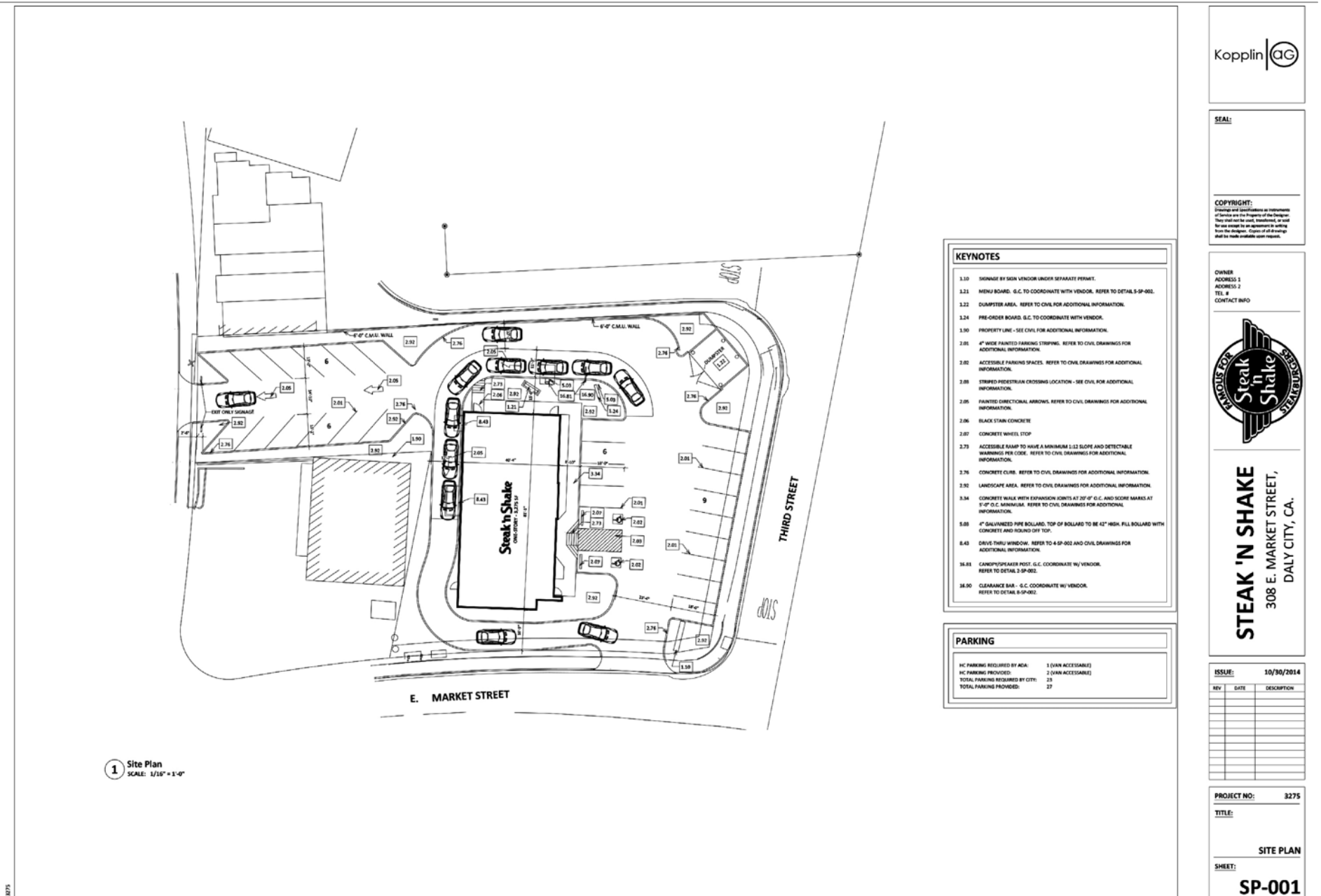


Figure 1
Proposed Site Plan

SCANNED

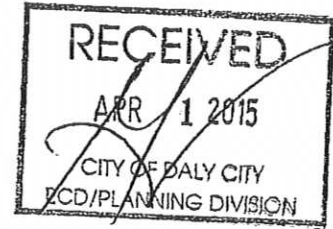
4-1-15

Giusto Enterprises Inc.

7525 Mission Street
Daly City, California 94014
(650) 992-7090
Fax: (650) 992-9108
E-mail: SFinns@aol.com

April 1, 2015

Daly City Planning Department
Michael VanLonkhuysen
333 90th Street
Daly City, CA 94015



Re: Proposed Development Site at 308 East Market Street – "Steak 'n Shake"
Hillside Neighborhood

Dear Mr. VanLonkhuysen,

I would like to convey my support for the development of a restaurant at this site. The Hillside Neighborhood is a very diverse residential community with many building density sizes, yet offers very little in the way of neighborhood-serving commercial establishments. The 308 East Market Street vacant site has always been a highly visible parcel that brings nothing but an unfinished and depressed image to the neighborhood.

The intersection of Hillside Boulevard and East Market Street is the neighborhood's central neighborhood-serving commercial area, and needs to evolve! Integrating a new restaurant in this location is a good fit, for improving the quality of living in the neighborhood. As well, it brings an aesthetic completeness to the area, and the economic benefits of community jobs and increased tax revenue to the City.

My roots are entrenched in this neighborhood from childhood to present business owner. I encourage the City leaders to see this restaurant development opportunity to be an inevitable change towards progress for the neighborhood.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jack Giusto, Jr.".

Jack Giusto, Jr.
El Camino Inn
www.elcaminoinn.com
7525 Mission Street
Daly City, CA 94014-2941

April 14, 2015

Dear Mayor Buenaventura, Vice Mayor Sal Torres, Council Member David Canape, Council Member Mike Guingona, Council Member Judith Christensen, and City Manager Pat Martel,

I am writing to formally express my support for the proposed Steak 'n Shake restaurant at 325 E. Market St. I have been a resident of Daly City for the past 30 years and have seen the area go through many changes. I believe the addition of this restaurant would have a positive impact on the neighborhood for the following reasons:

Having a Steak 'n Shake in Daly City will bring more employment opportunities for our community, increase tax revenue for the city and even raise property value in the surrounding neighborhoods as an open business is much more attractive than a vacant lot. I also believe that this restaurant would bring more people to the area that may have no other reason to visit the city or this part of the city, as this would be the first Steak 'n Shake in Northern California.

The combination of a convenient drive thru and sit-down table service is unique for Daly City and I feel would be very attractive to patrons in around Daly City. Having raised three children here, I can say this will be a popular destination for students in middle school all the way through college. There are many families and students who reside and visit Daly City, and doing some research on the restaurant I think it would be a great fit.

For these reasons, perhaps even more businesses will be enticed to come to Daly City and will in turn help out city reach its highest potential of increased revenue and aesthetically pleasing properties. As a long- time resident, I would like to see a small business operator/franchise owner in a space like this as opposed to an empty lot which can often attract crime and illicit activity in addition to being an eye sore to the community.

I appreciate in advance your taking my opinion into account and encourage you to support this addition into our community along with myself and other neighbors.

Sincerely, 

Brian Burke

146 Belcrest Avenue

Daly City, CA 94015

Jeff Shibata
140 Bruno Ave
Daly City, CA 94014

Mayor Raymond Buenaventura
Daly City City Hall
333 90th Street
Daly City, CA 94015

Dear Mayor Buenaventura:

I am writing this letter in support of Dan Leder and his proposal to construct and open a Steak 'N Shake restaurant at 325 E. Market Street in Daly City.

There are a number of obvious benefits from opening the proposed restaurant. The restaurant recognizes the need for quality restaurants in this area of Daly City. It will also provide additional employment for Daly City residents. Lastly, a new building on the empty lot will only help to enhance E. Market Street.

I am in favor of the Steak 'N Shake restaurant at 325 E. Market Street and ask for your vote in favor of this proposal at the City Council Meeting on April 27th.

Sincerely,



Jeff Shibata
Daly City Resident
415-748-1657

April 20, 2015

RECEIVED APR 27 2015

To Mayor Buenaventura,

I am writing this letter to support the possibility of a new restaurant, Steak n' Shake, to open up in the vacant lot at 325. E. Market Street in Daly City. I believe it will be a great addition to Daly City.

Sincerely,

The block contains two handwritten signatures in black ink. The first signature, positioned above the second, is written in a cursive style and appears to read 'Sonia Lionetti'. The second signature, which is larger and more prominent, is also in cursive and appears to read 'Michael Carroll'. Both signatures are written over the word 'Sincerely,'.

Sonia Lionetti and Michael Carroll

Proud resident of Daly City for over 40 years

From: Nancy Stone [<mailto:nancystone315@gmail.com>]

Sent: Tuesday, March 03, 2015 11:40 AM

To: Zenaida Tugado

Subject: Letter to Planning Commission

TO: The Daly City Planning Commission

March 3, 2015

My name is Nancy Palmieri Stone and I am the owner of 280 and 286 East Market St. Both homes have been in my family since the early 1950's as my parents and grandparents were the first owners of these properties. I grew up in the 286 East Market home, attended Colma elementary and Jefferson High Schools. Currently I reside in 280 East Market as my second home.

I am sorry that I am not able to attend tonight's meeting, but I nevertheless want to convey several concerns I have relating to the proposed building of a Steak and Shake at 300 East Market. The first is that it will bring unnecessary traffic to an area that is already plagued with problems with excessive traffic: congestion, noise, and accidents. It is currently extremely difficult to even back out of my garage area when trying to enter East Market. My second concern is with litter, which always accompanies fast food facilities. There is already a huge litter problem in this area due to the 7 Eleven and LOOP on the opposite corners. A third eating establishment will make a bad situation even worse.

My final concern relates to aesthetics. This area cries out for something contrary to the stark concrete and stucco commercial look that characterizes Daly City. Why can't we have more open area, park space, or at least nice landscaping included in new development? How about thinking in terms of the mix of beauty and need when deciding upon what should be built in that area? My desire, even as child, was to see this area developed into a park with a playground and basketball court, since the schoolyard and cemeteries were the only park-like facilities around. If you must add additional retail, then why not utilize the mixed-use infill formula you approved for the re-construction at Hillside Boulevard and A Street.

I hope you agree that Daly City needs a vision for beautification, not more bland commercialization, traffic, and litter.

Sincerely,

Nancy Stone

nancystone315@gmail.com

530-753-7442

Anna Mostella

From: Joseph Chavez <pukahut@att.net>
Sent: Monday, April 13, 2015 5:40 PM
To: City Council
Subject: Steak N Shake

Mayor Raymond Buenaventura
Council member Michael Guingona
Council member Sal Torres
Council member David Canepa
Council member Judith Christensen

Hi, I wish to address the Steak N Shake issue.

I am a long time resident of this neighborhood 52yrs, I have seen it when it was a quiet neighborhood grow to the terrible place it is to live today.

This is a neighborhood with families, elderly, children, we do not need another noisy place that will bring more people here to take up our neighborhood parking and bring more congestion to an already overcrowded dangerous intersection.

No consideration is given to the homeowners when these projects are made or false promises are made like in the case of the church at colma school.

False promises of not taking up street parking and not making noise did not last one day, the poor homeowners down on market dont get no street parking at night if they are having an event and they have their own off street parking.

The Loop gas station makes noise all night long, every time someone gets a car wash I hear it anytime 24/7 when it turns on, its noisy, did anybody consider the home owners when the decision to put a 24 hour noise machine there?

Music from Loop customers waiting for a car wash for our enjoyment, hey why not, I get it in the front, I go in the back I get it again from the other car wash.

I cannot sleep with my window open because I have to wake up to this machine starting up in the middle of the night. not to mention I get to wake up once a week at five in the morning now because they put the dumpster right near my window so I have a noisy garbage truck backing up beeping continuously at five on garbage day.

Also when they made the Loop they put in one extra parking on the street but the Loop employees hold sometimes four spaces for themselves and when they change shifts they just switch cars so now we have less parking for the neighbors, now were fighting for parking because nobody gave any consideration to the homeowners of this neighborhood.

The car wash on hillside and market is a free for all, people blasting music so loud, we used to have an agreement through the hillside homeowners where they put up no music signs and had hours of 7am to 10 pm for noise purposes, we had a late night rape there so the owner had not problem with the hours and no noise, the new owners took down the signs changed the hours and do what they want so we have to suffer, this is a neighborhood where people live and sleep.

They also brought pigeons here by feeding them which they were told to stop by the health dept but with no cooperation from the city of daly city nothing could be done, they kept feeding them which ended up with a bunch of raccoons coming for the pigeons that nest on our roofs, the raccoons come in the middle of the night and have a free for all running around chasing the birds which resulted in damage to my roof, apparently daly city has a no feeding the birds ordinance unless it is only for serramonte shopping center parking lot.

We cannot even get out of our garages at certain times of the day on hillside, the cars back up and no one will let us out or they are speeding up hillside blasting through the intersection, its terrible to be a pedestrian around here, these people give them no courtesy and let them cross the street, they darn near run you over, it is horrible. People defecate right on our door steps in the middle of the night, you got to watch where you step.

Which brings me to Steak N Shake, It will make this neighborhood that much worse than it already is, your going to put this noisy establishment right next to peoples houses where they live and sleep, these are home owners, the employees also will be taking up our street parking times how many employees they have like the loop, they probably will hold parking spaces for each other like the loop employees do too so we will have even that much less parking for us home owners.

Another junk food place is not what we need in this neighborhood, put something there that will benefit the neighbors with neighborhood kind of hours, we need services around here not more booze, junk food, grease and sugar.

Please consider the homeowners who don't want this kind of establishment will bring to this already over crowded neighborhood.

Sincerely Joseph Chavez

Anna Mostella

From: Debb Manilla <helloimdebb@yahoo.com>
Sent: Thursday, April 09, 2015 2:21 PM
To: City Council
Subject: Say No to "Steak 'n Shake" Restaurant on Third Ave & East Market Street

Council,

Putting in my vote for no to "Steak 'n Shake" Restaurant on Third Ave & East Market Street.

Sincerely,

Gloria Manilla
325 First Ave
Daly City, CA 94014

Anna Mostella

From: t owens <duh362000@yahoo.com>
Sent: Wednesday, April 08, 2015 7:48 PM
To: City Council
Subject: Steak 'n Shake Opposition

Dear Mayor and Council Members,

This email is to express my opposition to the Steak 'n Shake Restaurant and Drive thru that is being proposed for the conner of 3rd Avenue and East Market. As someone who lives on 3rd Avenue I would like to bring up a few points that I feel make this development bad for the neighborhood. Let me start by saying that I can't understand why this location was chosen. I'm sure that the cost of the property was the main factor but it seems that this type of establishment would be more suited for Mission Street, perhaps at the corner of Westlake and Mission where the old VW dealership is causing blight.

Next let me address issues that would affect 3rd Avenue and Cobblestone Court. There will most certainly be more traffic, pollution and noise in the neighborhood not to mention the unsightly view the houses across the street would have. I know that the plans call for a wall to be built to help block the view but is that really better? Also, all of the homes in this area have the living space on the second floor so unless the wall is twenty feet high we will be looking right into the parking lot. The idea of trees (Italian Cypress as stated in the plans) planted on the inside of the wall may or may not help. A tree that created a fuller canopy would certainly help but that leads to the next area of concern I have, this area is prone to flooding, as the storms earlier in the year proved, and adding more pavement will create more runoff, trees that may drop leaves and litter will only exacerbate the situation by causing more debris to clog the already inadequate storm drain system.

Now let me, again, bring up the issue of noise and pollution. There is already quite a bit of noise in the area because of the Loop car wash that is on the corner of Hillside and East Market and I fear that a Drive thru will only increase this. As for pollution the thought of idling cars in the Drive thru and the emissions they would produce are also of concern especially since there is a day care facility within 300 ft. Has there been a study of what is in the ground at this site? If I remember correctly the east side of 3rd Ave. was the site of a construction company. Is there Hazardous waste? Will it be emitted into the air during construction?

Today I received a notice that the meeting on April 13th has been canceled. Why is that? In addition the notice states that the project is exempt from environmental assessment because of CEQA Guideline Section 15331(a). This is in error Section 15531 has no (a). The correct section would be 15332 and I would think it would need to meet all of the conditions (a-e) to be exempt. Of particular note is subsection (d) *Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality*. What standards were used to determine the effects of this project? Was the Bay Area Air Quality Management consulted? Were their guidelines used?

In closing I would like to ask how will this affect property values? I doubt it will increase the value of my home.

Sincerely,
John Boyer
244 3rd Ave.
Daly City, CA

Anna Mostella

From: Frances Giannini <jodphur1@inbox.com>
Sent: Tuesday, May 05, 2015 9:20 AM
To: nosteaknshake@gmail.com
Cc: City Council
Subject: Say No to Steak and Shake Restaurant - 3rd Avenue and E. Market Street

To: City Council Members

Regarding the above proposed development of the Steak and Shake Restaurant my family and I are adamantly against it. We have lived in this area for 62 years and we see no value in the development of this property as proposed. The traffic on Market Street get very congested during school drop-offs and pickups and during the commuter times and this development will only add much more congestion. We also feel that this area is run down and needs something much different to what is proposed to add value to our community.

John Giannini
Frances Giannini
Paul Giannini
Elizabeth Giannini
Anthony Giannini
John Gross
Kari Giannini

We live at 295 - 2nd Avenue and would appreciate a No vote on this development.

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RECEIVED APR 20 2015

Dear Mayor Buenaventura,

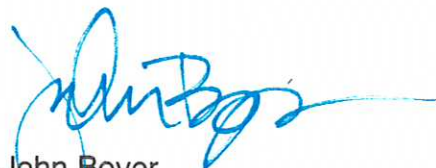
This letter is to express my opposition to the Steak 'n Shake Restaurant and Drive thru that is being proposed for the corner of 3rd Avenue and East Market. As someone who lives on 3rd Avenue I would like to bring up a few points that I feel make this development bad for the neighborhood. Let me start by saying that I can't understand why this location was chosen. I'm sure that the cost of the property was the main factor but it seems that this type of establishment would be more suited for Mission Street, perhaps at the corner of Westlake and Mission where the old VW dealership is causing blight.

Next let me address issues that would affect 3rd Avenue and Cobblestone Court. There will most certainly be more traffic, pollution and noise in the neighborhood not to mention the unsightly view the houses across the street would have. I know that the plans call for a wall to be built to help block the view but is that really better? Also, all of the homes in this area have the living space on the second floor so unless the wall is twenty feet high we will be looking right into the parking lot. The idea of trees (Italian Cypress as stated in the plans) planted on the inside of the wall may or may not help. A tree that created a fuller canopy would certainly help but that leads to the next area of concern I have, this area is prone to flooding, as the storms earlier in the year proved, and adding more pavement will create more runoff, trees that may drop leaves and litter will only exacerbate the situation by causing more debris to clog the already inadequate storm drain system.

Now let me, again, bring up the issue of noise and pollution. There is already quite a bit of noise in the area because of the Loop car wash that is on the corner of Hillside and East Market and I fear that a Drive thru will only increase this. As for pollution the thought of idling cars in the Drive thru and the emissions they would produce are also of concern especially since there is a day care facility within 300 ft. Was there a study of what is in the ground at this site? If I remember correctly the east side of 3rd Ave. was the site of a construction company. Is there Hazardous waste? Will it be emitted into the air during construction?

In the notice I received stating that the meeting on April 13th had been canceled. It states that the project is exempt from environmental assessment because of CEQA Guideline Section 15331(a). This is in error Section 15531 has no (a). The correct section would be 15332 and I would think it would need to meet all of the conditions (a-e) to be exempt. Of particular note is subsection (d) *Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.* What standards were used to determine the effects of this project? Was Bay Area Air Quality Management consulted? Were their guidelines used?

Sincerely,



John Boyer
244 3rd Ave.
Daly City, CA

PHONE CALL

FOR	Council	DATE	4/23	TIME	11:50	AM P.M.
M	Mabel Wilson					
OF	98 Valley Street					
PHONE		CELL				
MESSAGE	Five members of that household are opposed to the Steak and Shake					☒ TELEPHONED ☐ RETURNED YOUR CALL ☐ PLEASE CALL ☐ WILL CALL AGAIN ☐ CAME TO SEE YOU ☐ WANTS TO SEE YOU
SIGNED	[Signature]					

REUBEN, JUNIUS & ROSE, LLP

May 18, 2015

By email transmittal (mvanlonkhuysen@dalycity.org)

Mayor Buenaventura
Vice Mayor Torres
Council Member Canepa
Council Member Christensen
Council Member Guingona
333 90th Street, Daly City, CA 94015

**Re: 362 East Market Street (APNs 006-493-190 and -200)
UPR-12-14-10093 and DR-12-14-10094
Hearing date: May 26, 2015
Our File No.: 8592.02**

Dear Mayor Buenaventura, Vice Mayor Torres and Council Members:

We work with Daniel Leder, a local, small business owner-applicant for the proposed new construction of a Steak 'N Shake restaurant ("**Project**") at 362 East Market Street, Daly City, APNs 006-493-190 and -200 ("**Property**"). Please accept this letter on behalf of the applicant as his written submittal for the City Council's consideration for the May 26, 2015 hearing on the Project application.

A. Summary of Project Benefits

- Utilization of a dirt lot that has been vacant for decades;
- Utilization of a property identified by the City as a development opportunity site;
- Construction of a project in compliance with City's zoning controls and General Plan;
- Increased City and County revenue (Project will approx. double property tax revenue and will provide new sales taxes revenue in an est. amount of \$28,000/yr to City and \$42,000/yr to County);
- Creation of on-going employment opportunities (est. 60 employees), including a full-time restaurant manager with a starting salary of \$75,000/yr;
- Local, small business owner operated business;
- Creation of a new casual, sit-down dining opportunity (no inside counter service);
- First Steak 'N Shake location in Northern California;
- Menu includes "Best Milkshake in the Country" by Zagat 2012 survey; and
- Project designed with features that eliminate or minimize any impacts to neighbors.

James A. Reuben | Andrew J. Junius | Kevin H. Rose | Daniel A. Frattin | John Kevlin
Jay F. Drake | Lindsay M. Petrone | Sheryl Reuben¹ | Tuija I. Catalano | Thomas Tunny | David Silverman
Melinda A. Sarjapur | Mark H. Loper | Jody Knight | Stephanie L. Haughey | Jared Eigerman^{2,3} | John McInerney III²

1. Also admitted in New York 2. Of Counsel 3. Also admitted in Massachusetts

One Bush Street, Suite 600
San Francisco, CA 94104

tel: 415-567-9000
fax: 415-399-9480

www.reubenlaw.com

B. Property information

The Property is located at the corner of East Market Street, Third Avenue and Cobblestone Court on an approx. 25,265 sf parcel. The Property is currently vacant and has been vacant since the mid-1980s. The General Plan designation for the Property is for Commercial, Retail and Office Uses with PD-20 zoning designation. The Property is located immediately adjacent to an existing 7-Eleven retail store with 24-hour per day operation and across the street from a Shell gasoline service station also with a 24-hour per day operation for the Loop convenience store, a carwash and other retail stores, and across (Third Avenue and Cobblestone Court) residential homes.

The Property is listed in the City's future development opportunity site spreadsheet (as site no. 18). The City's 2030 General Plan, which was adopted fairly recently in March 2013, notes the surrounding Hillside area as one providing opportunities for the "reuse of underutilized parcels" (*Daly City 2030 General Plan, Land Use Element, Hillside area, p. 12*). There have been several prior potential project proposals, including residential, motel and car wash proposals, none of which have been well received by City staff e.g. due to the fact the zoning does not allow residential uses at the Property. Meanwhile the Property has been, and currently continues to be, an unimproved lot that has been vacant since 1980s.

The 2030 General Plan further identifies the City's land use goal as "Creat[ion of] a balanced mixture of land uses that ensure equal opportunities for employment, housing, open space, and services which adequately serve both personal needs of the citizens and economic needs of the community." (*Daly City 2030 General Plan, Land Use Element, p. [xx].*)

C. Neighborhood Outreach

The Project was heard at the Planning Commission on March 3, 2015, and was originally scheduled to be heard by the City Council on April 13, 2015. However at the applicant's request, the originally scheduled City Council hearing was postponed in order to provide the applicant an opportunity to engage the neighborhood and to address the concerns that were expressed by few neighbors.

The applicant held a community meeting on April 22, 2015 at the Albert Teglia Community Center. Prior to the meeting, we had mailed a meeting notice to all households and property owners within 900-foot radius of the Property, i.e. approx. 650 notices. The applicant had the full project team available at the meeting, including the architect and the landscape architect. The meeting was attended by approx. 50 people, who were primarily residents within few blocks of the Property.

We understand the concerns that some immediate residents have, and in response have added or changed different project features in order to mitigate any such potential concerns and we have also reached out and attempted to meet with some of the neighbors.

One Bush Street, Suite 600
San Francisco, CA 94104

tel: 415-567-9000
fax: 415-399-9480

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We extended an invitation to Ms. Teresa Proano multiple times offering to meet with her to discuss any concerns and potential solutions/improvements to the Project. We also reached out to Mr. Richard Rocchetta, the President of the Hillside Homeowners Association.

Overall, with respect to the immediate neighbors, we have heard from them that the Project and restaurant itself sounds like a great addition to Daly City, however, the immediate neighbors do not want it in their “back yard”. Thus, we have not received any direct responses from the opposing neighbors to our requests as to how the Project could be improved. However, after hearing different concerns, we have independently and thoroughly considered the likelihood such concerns are realistic and have addressed all of the topic areas, e.g. via certain amendments to the Project.

The Project will be beneficial to the city of Daly City and its residents. The Project opponents themselves would appear to support the Project if only it was not located adjacent to them. The Project’s benefits to the Daly City at large include increased revenue, increased employment opportunities and an addition of a new, quality restaurant option available for many Daly City families and other residents.

D. Use Permit Criteria

In reviewing an application for a use permit, the City Council is asked to find that “the establishment, maintenance or operation of the proposed use will **not**, under the circumstances of the particular case, **be detrimental** to the **health, safety, morals, comfort and general welfare** of the persons residing or working in the neighborhood, or **be injurious or detrimental** to the **property and improvements** in the neighborhood or to the general welfare of the city.” (*Daly City Munic. Ord. §17.44.050; emphasis added.*)

The Project has been thoroughly evaluated by the staff for Daly City, whose job and expertise is to objectively evaluate project proposals in light of the city’s regulations and other requirements. As explained more specifically below, there is nothing about the Project, as proposed with the many amendments and mitigating features that would cause it to be detrimental or injurious to neighbors’ health, safety, morals, comfort, property and improvements or general welfare. Thus, there is no reason to deny the Project.

1. Traffic and circulation

There is no actual (or implied) evidence that the Project or the traffic generated by the Project would be detrimental or injurious. It is very unlikely that the Property would remain as a vacant, unimproved lot in perpetuity, and any project at the Property will result in some traffic. The Project is located at the intersection of East Market Street and Third Avenue, which has been recorded to have an “A” level of service (“**LOS**”) in a prior study by the City. With 3,275 sf of building area the Project is simply not large enough to provide any legal nexus to suggest that the Project would cause significant transportation impacts and/or

One Bush Street, Suite 600
San Francisco, CA 94104

tel: 415-567-9000
fax: 415-399-9480

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require a full transportation study. Ms. Shirley Chan, the City's Traffic Engineer, has reviewed the Project proposal, and an additional drive-through queue study was completed in order to evaluate and ensure that the Project's drive-through element would not have adverse impacts. The study concluded, based on two other Steak 'N Shake locations, including a successful Southern California location, that "queues are not expected to affect traffic on E. Market Street."¹ The Project provides a drive-thru lane with capacity for 8 vehicles. Additionally, should the drive-thru traffic at any given time exceed the 8 vehicles that can be accommodated in the designated lane, additional up to 5 vehicles would be queued within the Property, not on E. Market Street.

The Project also provides sufficient parking by providing 27 parking spaces when only 23 are required by the municipal code.

In sum, the Project has complied with all City requirements and guidelines with respect to evaluation of transportation impacts. There are no identified impacts and any potential concerns about potential impacts have been adequately addressed in the Project's conditions of approval and design along with, and in light of, the following:

- Existing intersection at East Market Street and Third Avenue operates at an LOS of A;
- City Traffic Engineer and Planning staff have carefully evaluated the Project, using their expertise and knowledge in traffic matters;
- Transportation study is not required per City guidelines/thresholds due to Project's small size;
- Site layout has been carefully designed to provide for optimal circulation with minimal impacts to nearby streets;
- Potential drive-through impacts were evaluated in a third party study;
- No vehicular access on/off Third Avenue;
- No vehicular access on/off Cobblestone Court;
- Drive-through lane provides capacity for 8-vehicle queue line, with potential spill-over occurring in the parking lot, not onto East Market Street;
- Inclusion of 27 parking spaces when only 23 are required; and
- Any actual problems will be addressed as per the conditions of approval, which provide the City the ability to re-review any conditions of approval should an adverse impacts occur.

¹ See Drive-through Queue Length Study for the Proposed Steak-n-Shake Restaurant at 308 E. Market Street in Daly City, CA, Hexagon Transportation Consultants, Inc., dated February 5, 2015.

2. Noise

There is no actual (or implied) evidence that the Project or the noise generated by the Project would be detrimental or injurious to the neighborhood in any way. First and foremost, it is important to note that the Project is not permitted to produce excessive noise. Although the Project is located on commercially zoned Property, the acceptable General Plan noise levels that are applied to the Project are those applicable in residential areas. Any potential concerns about potential impacts have been adequately addressed in the Project's design and conditions of approval along with the following:

- Excessive noise from the Project is not permitted per conditions of approval;
- General Plan designates acceptable noise levels – in this case per multifamily residential thresholds at 65 CNEL;
- Exterior drive-through speakers will have volume adjustment controls, and volume will be adjusted should the noise be excessive; and
- Any sound from the drive-through speakers will be buffered by a 6' wall, which includes vine plantings on the neighbors' side.

3. Light and glare

The purpose of lighting is to provide for safe visibility, but it is not intended to cause unnecessary disruption to other nearby uses. There is no actual (or implied) evidence that the Project or the light and glare generated by the Project would be detrimental or injurious to the neighborhood in any way. Any potential concerns about potential impacts have been adequately addressed in the Project's design and conditions of approval along with the following:

- Purpose is to provide for safety and visibility, not unnecessary disruption;
- Lighting can be addressed by quantity and quality of lighting; and
- Applicant is fully cooperative and will and is required to provide additional shielding or reduce/eliminate certain lights, should glare be excessive.

4. Debris

There is no actual (or implied) evidence that the Project or the light and glare generated by the Project would be detrimental or injurious to the neighborhood in any way. In fact given the way in which the Project operates, it is difficult to see how litter or debris could be an issue. Since the applicant is proposing a restaurant, it is without any question in the applicant's best interest to provide for a clean, debris-free site. Any potential concerns

about potential impacts have been adequately addressed in the Project's design and conditions of approval with the following:

- Litter control and side maintenance plan is required, which will include graffiti abatement and trash enclosures;
- Dine-in customers would not carry out any debris as they are not served with any disposable dishes;
- Drive-through customers would drive away and thus not leave any debris either; and
- Additionally, an employee could walk and inspect the site e.g. once per day for the purpose of collecting any potential debris.

5. Overall visual appearance, landscaping, signage

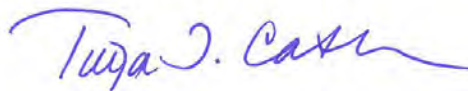
Overall, the Project includes many mitigating features and factors in order to provide for an appropriate design for the context and in order to ensure that the potential impacts of the Project to surrounding uses are mitigated. The Project includes an extensive amount of landscaping with approximately 3 times the amount of landscaped area that is required. Among the landscaping features is a 6' wall and a variety of scrubs, trees and other green features. Majority of building façade is up to 18'6" height, with the some limited architectural features reaching at max. 24' height. The Project is also adjacent to 7-Eleven which operates 24/7, and across the street from a Shell station, a car wash and other commercial uses.

E. Conclusion

As explained above, the Project complies with the use permit criteria established by Daly City Municipal Code Chapter 17.44, and thus we respectfully request the City Council to approve the Project and allow the applicant to construct a project that is consistent with the zoning and other land use controls applicable to the Property and provides many benefits to Daly City. The applicant will be at the May 26, 2015 hearing along with his team prepared to answer and address any questions the Council may have.

Very truly yours,

REUBEN, JUNIUS & ROSE, LLP



Tuija I. Catalano

One Bush Street, Suite 600
San Francisco, CA 94104

tel: 415-567-9000
fax: 415-399-9480

REUBEN & JUNIUS_{LLP}

www.reubenlaw.com

Mayor Buenaventura, Vice Mayor Torres and Council Members

May 18, 2015

Page 7

cc: Patricia Martel, City Manager
Michael Van Lonkhuysen, Interim Director
Tendai Mtunga, Associate Planner
Daniel Leder, Applicant
Larry Nibbi, member of the project team
Randy Kopplin, Architect
Manuel Quintero, Landscape Architect
Scot Hobert, Steak 'n Shake
Steve Bianchi, Property owner's representative
Luis Cuadra
Jim Reuben

One Bush Street, Suite 600
San Francisco, CA 94104

tel: 415-567-9000
fax: 415-399-9480

REUBEN & JUNIUS_{LLP}

www.reubenlaw.com



City Council Agenda Report

Item # _____

Meeting Date: May 26, 2015

Subject: Award of Purchase Contract for Three 2016 Ford Police Utility Interceptors

Recommended Action

Recommend that the City Council accept all bids responsive to the bid solicitation and approve the purchase contract for Three (3) Ford vehicles from The Ford Store San Leandro in the total amount of \$82,346.96 including sales and tire tax.

Background

In order to provide for the timely replacement of vehicles when they reach the end of their service life vehicle depreciation charges are included in the Internal Service fund charges assessed to various City Departments utilizing city vehicles or major equipment. Each year the Public Works and Finance Departments utilize the funds available from accumulated depreciation charges to purchase replacement vehicles. Vehicles chosen for replacement are selected based on vehicle age, condition, total mileage, annual miles driven, and other factors.

Discussion

Bids were requested to replace three aging vehicles for the Police Department. The Three (3) vehicles to be purchased are 2016 black and white Ford Police Utility Interceptors. Bids were opened on May 14, 2015 and two complete and responsive bids were received. The Ford Store of San Leandro, California, submitted the lowest complete and responsive bid which met the required specifications of all the vehicles. All bids responsive to the bid solicitation are shown in the table below.

Bidder	Total Bid Amount
The Ford Store San Leandro	\$82,346.96
Towne Ford Redwood City	\$95,183.25

Fiscal Impact

Sufficient funding for the purchase of these three (3) vehicles is available in the Fiscal Year 2014-15 Motor Vehicle Replacement Fund Account 51-315-453-4558.

Summary/Conclusion

Staff recommends that the City Council accept all bids responsive to the bid solicitation and approve the purchase of three (3) 2016 black and white Police Utility Interceptor vehicles from The Ford Store, San Leandro, CA for the total amount of \$82,346.96 including sales and tire tax.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Approval of Bid for the Purchase of Three 2016 Ford Vehicles

Meeting Date: May 26, 2015

Page 2 of 2

Respectfully submitted,



Thomas Shiosaka
Motor Vehicles Supervisor



John L. Fuller
Director of Public Works

**Bid Opening: Thursday, May 14, 2015
2:00PM**

Summary of Bids
TO FURNISH (3) 2016 FORD PD INTERCEPTOR UTILITY AWD VEHICLES
by City of Daly City - 2015

[illegible]

CITY OF DALY CITY
BID PROPOSAL FORM

NOTE: This bid must be sent in duplicate in a **sealed** envelope, clearly marked on front:
"Sealed Bid to Furnish Ford Vehicles"
To Be Opened **2:00 p.m., Thursday, May 14, 2015**"

This must be sent to: City of Daly City
Office of the City Clerk
333 - 90th Street
Daly City, CA 94015-1895

TO: CITY OF DALY CITY

The undersigned agrees to furnish F.O.B. City of Daly City, the following items at the prices bid below, **in accordance with bid specifications and general conditions**. Prices must be **complete** and include any "Other Charges."

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u> <u>EA</u>	<u>TOTAL</u>
A.	3 EA	2016 FORD PD BW Utility Per bid specifications and conditions.	\$ <u>25,173⁰⁰</u>	\$ <u>75,519⁰⁰</u>
B.		Sales Tax @ <u>9</u> %		<u>6,796⁷¹</u>
C.		Delivery Charges		<u>N/A</u>
D.		Other Charges - Please Explain (May use back of sheet for explanation)	<u>CALIF Tire Fee</u>	<u>26²⁵</u>
Bid Grand Total:				<u>\$ 82,341⁹⁶</u>

Delivery Time: 95 Days

I certify my bid is in accordance with bid conditions and specifications.

Signature Bill Lazar Bill LAZAR Date of Signature 4-29-15

Title Fleet MGR

Company Name _____
Address _____
THE FORD STORE SAN LEANDRO
1111 MARINA BLVD.
SAN LEANDRO, CA 94577

City/ST/Zip Code _____

Telephone Number 510-347-4138

==>

Dealer: F72018

2016 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: F4 Ord FIN: QB430 Order Type: 5B Price Level: 615

Ord Code: 500A Cust/Flt Name: DALY CITY

PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$30620	422 CALIF EMISSIONS	NC
.112.6" WB		43D COURTESY DISABL	20
G1 SHADOW BLACK		51V SPTLMP LED DUAL	665
9 CLTH BKTS/VNL R		59B KEY CODE B	50
W EBONY INTERIOR		60R NOISE SUPPRESS	100
500A EQUIP GRP		61S CONFIG STR WHL	155
.PREM SINGLE CD		76R REVERSE SENSING	275
99R .3.7L V6 TIVCT	NC	87R RR VIEW MIR/CAM	NC
44C .6-SPD AUTO TRAN	NC		
52P DR LOCK PLUNGER	160	TOTAL BASE AND OPTIONS	33615
53M SYNC SYSTEM	295	TOTAL	33615
CA BOARD FEES	NC	*THIS IS NOT AN INVOICE*	
FRT LICENSE BKT	NC		
17T CARGO DOME LAMP	50	* MORE ORDER INFO NEXT PAGE *	
18W RR WINDOW DEL	25	F8=Next	
F1=Help	F2=Return to Order	F3/F12=Veh Ord Menu	
F4=Submit	F5=Add to Library		

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Dealer: F72018

2016 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: F4 Ord FIN: QB430 Order Type: 5B Price Level: 615

Ord Code: 500A Cust/Flt Name: DALY CITY

PO Number:

	RETAIL		RETAIL
91J VINYL PCKG DOOR	\$305		
SP DLR ACCT ADJ			
SP FLT ACCT CR			
FUEL CHARGE			
B4A NET INV FLT OPT	NC		
PRICED DORA	NC		
DEST AND DELIV	895		
TOTAL BASE AND OPTIONS	33615		
TOTAL	33615		
THIS IS NOT AN INVOICE			

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

CITY OF DALY CITY
BID PROPOSAL FORM

NOTE: This bid must be sent in duplicate in a **sealed** envelope, clearly marked on front:
"Sealed Bid to Furnish Ford Vehicles"
To Be Opened **2:00 p.m., Thursday, May 14, 2015**"

This must be sent to: City of Daly City
Office of the City Clerk
333 - 90th Street
Daly City, CA 94015-1895

TO: CITY OF DALY CITY

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B.		Sales Tax @ <u>9</u> %		<i>6,796⁷¹</i>
C.		Delivery Charges		<i>N/A</i>
D.		Other Charges - Please Explain (May use back of sheet for explanation)	<i>CALIF Time Fee</i>	<i>26²⁵</i>
Bid Grand Total:				<i>\$ 82,341⁹⁶</i>

Delivery Time: 95 Days

I certify my bid is in accordance with bid conditions and specifications.

Signature Bill Lazar *Bill LAZAR* Date of Signature 4-29-15

Title Fleet MGR

Company Name _____
Address THE FORD STORE SAN LEANDRO
1111 MARINA BLVD.
SAN LEANDRO, CA 94577

City/ST/Zip Code _____

Telephone Number 510-347-4138



TOWNE FORD SALES
1601 EL CAMINO REAL
REDWOOD CITY, CA 94063

FRANK GINOTTI

Commercial Truck & Fleet Manager

fginotti@aol.com
www.towneford.com

(650) 366-5744 phone
(650) 562-2267 direct line
(415) 786-1701 cellular
(650) 562-2321 fax



TOWNE FORD SALES
1601 El Camino Real
Redwood City, CA 94063

NOTICE INVITING BIDS NO. PW 15-01

TO FURNISH THREE (3) 2016 FORD PD INTERCEPTOR UTILITY AWD VEHICLES

BY THE CITY OF DALY CITY

Sealed bids will be received by the City of Daly City, City Clerk's Office, 333 - 90th Street, Daly City, CA 94015, until **2:00 p.m., Thursday, May 14, 2015** for the above items.

The bids will be opened and declared at **2:00 p.m., Thursday, May 14, 2015** at the City Clerk's Office, City Hall, Daly City, CA, after which they will be evaluated for award to the lowest or best bid.

Bids must be submitted in duplicate, on bid forms supplied by the City.

Specifications and bid forms may be obtained from the Department of Public Works - Administration, 333 - 90th Street, Daly City, CA 94015, (650) 991 - 8038 or on the Bids and Proposals page at www.dalycity.org.

The City reserves the right to reject any or all bids or any part of any bid.

CITY OF DALY CITY

Patricia E. Martel
City Manager

2016 PD Utility Patrol B&W AWD Vehicle Specifications

Quantity	Year	Make	Model	Description
3	2016	FORD	Police Interceptor Utility	Police Utility Interceptor B&W AWD All Standard Equipment No Deletions

Order Codes

K8A/500A ✓	Chassis/Body Utility Interceptor
G1 ✓	Exterior Color Shadow Black
9W ✓	Interior Color Charcoal Black Cloth Front Vinyl Rear
422 ✓	California Emissions
99R ✓	Engine 3.7 Ti-VCT V6 FFV
44C ✓	Transmission 6 Speed Automatic
	Tires 18" Std.

TOWNE FORD SALES
1601 El Camino Real
Redwood City, CA 94063

Additional Equipment

60R ✓	Noise Suppression Bonds
91J ✓	Two Tone Vinyl L/R Front Doors Only White
51V ✓	Dual Spot Lamps L/R (LED) Whelen
153 ✓	Front License Plate Bracket
52P ✓	Door Lock Plunger Hidden w/Rear Door Handles Inoperable
59B ✓	Keyed Alike Code 1284X
43D ✓	Dark Car Feature Include Courtesy Lamp Disable
17T ✓	Red/White Dome Lamp in Cargo Area
18W ✓	Rear Window Power Delete, Operable From Drivers Side Front Switches
87R ✓	Rear View Camera
53M ✓	Sync Basic Voice Activated Communications
61S ✓	Remappable (4) Switches On Steering Wheel
76R ✓	Reverse Sensing
	Provide (1) Complete Set of Shop Manuals (Paper or Digital)

\$150

The requirements above are the **MINIMUM** requirements. No Exceptions to these minimum requirements will be accepted without prior approval from the City of Daly City, Department of Public Works - Motor Vehicles division. Questions regarding bid documents or specifications should be directed to Thomas Shiosaka, Public Works Maintenance Supervisor by email at tshiosaka@dalycity.org.

Vehicles to be delivered at City Garage, 798 Niantic Ave., Daly City, CA 94014.

Vendor to handle licensing details, including furnishing DMV with report of sale, smog certificate, City's exempt registration form (Reg. 217) and all other needed papers. Daly City's Motor Vehicles Supervisor is authorized to sign documents for the City

CITY OF DALY CITY
BID PROPOSAL FORM

NOTE: This bid must be sent in duplicate in a **sealed** envelope, clearly marked on front:

"Sealed Bid to Furnish Ford Vehicles"

To Be Opened **2:00 p.m., Thursday, May 14, 2015**

TOWNE FORD SALES

1601 El Camino Real

Redwood City, CA 94063

This must be sent to: City of Daly City
Office of the City Clerk
333 - 90th Street
Daly City, CA 94015-1895

TO: CITY OF DALY CITY

The undersigned agrees to furnish F.O.B. City of Daly City, the following items at the prices bid below, **in accordance with bid specifications and general conditions**. Prices must be **complete** and include any "Other Charges."

ITEM	QUANTITY	DESCRIPTION	UNIT COST EA	TOTAL
A.	3 EA	2016 FORD PD BW Utility Per bid specifications and conditions.	29,100	87,300
B.		Sales Tax @ <u>9</u> %		7857. ⁰⁰ / ₁₀₀
C.		Delivery Charges		0
D.		Other Charges - Please Explain (May use back of sheet for explanation)	Tire Tax	26.25
Bid Grand Total:				95,183.25

Delivery Time: 90 Days

I certify my bid is in accordance with bid conditions and specifications.

Signature

Date of Signature

5-6-15

Title

Fleet Manager

Company Name

Towne Ford Sales

Address

1601-El Camino Real

City/ST/Zip Code

Redwood City CA 94063

Telephone Number

650-562-2267

Units must be ordered by 5/26/15

CNGP530

VEHICLE ORDER CONFIRMATION

05/05/15 18:08:06

==>

Dealer: F72111

2016 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9000 Priority: F4 Ord FIN: QB430 Order Type: 5B Price Level: 615

Ord Code: 500A Cust/Flt Name: DALY CITY

PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8A 4DR AWD POLICE	\$30620	\$28860.00	422 CALIF EMISSIONS	NC	NC
.112.6" WB			43D COURTESY DISABL	20	17.00
G1 SHADOW BLACK			51V SPTLMP LED DUAL	665	580.00
9' CLTH BKTS/VNL R			59B KEY CODE B	50	45.00
W EBONY INTERIOR			60R NOISE SUPPRESS	100	87.00
500A EQUIP GRP			61S CONFIG STR WHL	155	136.00
.PREM SINGLE CD			76R REVERSE SENSING	275	240.00
99R .3.7L V6 TIVCT	NC	NC	87R RR VIEW MIR/CAM	NC	NC
44C .6-SPD AUTO TRAN	NC	NC			
52P DR LOCK PLUNGER	160	140.00	TOTAL BASE AND OPTIONS	33615	29881.73
53M SYNC SYSTEM	295	258.00	TOTAL	33615	29881.73
CA BOARD FEES	NC	.65	*THIS IS NOT AN INVOICE*		
FRT LICENSE BKT	NC	NC			
17T CARGO DOME LAMP	50	45.00	* MORE ORDER INFO NEXT PAGE *		
18W RR WINDOW DEL	25	22.00	F8=Next		
F1=Help	F2=Return to Order		F3/F12=Veh Ord Menu		

WebConnect

Page 1 of 1

CNGP530

VEHICLE ORDER CONFIRMATION

05/05/15 18:08:43

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Dealer: F72111

2016 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9000 Priority: F4 Ord FIN: QB430 Order Type: 5B Price Level: 615

Ord Code: 500A Cust/Flt Name: DALY CITY

PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
91J VINYL PCKG DOOR	\$305	\$266.00			
SP DLR ACCT ADJ		(1313.00)			
SP FLT ACCT CR		(409.00)			
FUEL CHARGE		5.08			
B4A NET INV FLT OPT	NC	7.00			
PRICED DORA	NC	NC			
DEST AND DELIV	895	895.00			

TOWNE FORD SALES
1601 El Camino Real
Redwood City, CA 94063

TOTAL BASE AND OPTIONS 33615 29881.73

TOTAL 33615 29881.73

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC07851

fmcdealr@TowneFleet05

May 5, 2015 3:09:02 PM



TOWNE FORD SALES
1601 El Camino Real
Redwood City, CA 94063

NOTICE INVITING BIDS NO. PW 15-01

TO FURNISH THREE (3) 2016 FORD PD INTERCEPTOR UTILITY AWD VEHICLES

BY THE CITY OF DALY CITY

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CITY OF DALY CITY

Patricia E. Martel
City Manager

2016 PD Utility Patrol B&W AWD Vehicle Specifications

Quantity	Year	Make	Model	Description
3	2016	FORD	Police Interceptor Utility	Police Utility Interceptor B&W AWD All Standard Equipment No Deletions

Order Codes

K8A/500A ✓	Chassis/Body Utility Interceptor
G1 ✓	Exterior Color Shadow Black
9W ✓	Interior Color Charcoal Black Cloth Front Vinyl Rear
422 ✓	California Emissions
99R ✓	Engine 3.7 Ti-VCT V6 FFV
44C ✓	Transmission 6 Speed Automatic
	Tires 18" Std.

TOWNE FORD SALES
1601 El Camino Real
Redwood City, CA 94063

Additional Equipment

60R ✓	Noise Suppression Bonds
91J ✓	Two Tone Vinyl L/R Front Doors Only White
51V ✓	Dual Spot Lamps L/R (LED) Whelen
153 ✓	Front License Plate Bracket
52P ✓	Door Lock Plunger Hidden w/Rear Door Handles Inoperable
59B ✓	Keyed Alike Code 1284X
43D ✓	Dark Car Feature Include Courtesy Lamp Disable
17T ✓	Red/White Dome Lamp in Cargo Area
18W ✓	Rear Window Power Delete, Operable From Drivers Side Front Switches
87R ✓	Rear View Camera
53M ✓	Sync Basic Voice Activated Communications
61S ✓	Remappable (4) Switches On Steering Wheel
76R ✓	Reverse Sensing
	Provide (1) Complete Set of Shop Manuals (Paper or Digital)

\$150

The requirements above are the **MINIMUM** requirements. No Exceptions to these minimum requirements will be accepted without prior approval from the City of Daly City, Department of Public Works - Motor Vehicles division. Questions regarding bid documents or specifications should be directed to Thomas Shiosaka, Public Works Maintenance Supervisor by email at tshiosaka@dalycity.org.

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Vendor to handle licensing details, including furnishing DMV with report of sale, smog certificate, City's exempt registration form (Reg. 217) and all other needed papers. Daly City's Motor Vehicles Supervisor is authorized to sign documents for the City

CITY OF DALY CITY
BID PROPOSAL FORM

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"Sealed Bid to Furnish Ford Vehicles"
To Be Opened **2:00 p.m., Thursday, May 14, 2015**"

This must be sent to: City of Daly City
Office of the City Clerk
333 - 90th Street
Daly City, CA 94015-1895

TOWNE FORD SALES
1601 El Camino Real
Redwood City, CA 94063

TO: CITY OF DALY CITY

The undersigned agrees to furnish F.O.B. City of Daly City, the following items at the prices bid below, **in accordance with bid specifications and general conditions**. Prices must be **complete** and include any "Other Charges."

ITEM	QUANTITY	DESCRIPTION	UNIT COST EA	TOTAL
A.	3 EA	2016 FORD PD BW Utility Per bid specifications and conditions.	29,100	87,300
B.		Sales Tax @ 9 %		7857.00
C.		Delivery Charges		0
D.		Other Charges - Please Explain (May use back of sheet for explanation)	Time Tax	2625
Bid Grand Total:				* 95,183.25

Delivery Time: 90 Days

I certify my bid is in accordance with bid conditions and specifications.

Signature [Signature]

Date of Signature 5-6-15

Title Fleet Manager

Company Name TOWNE FORD SALES

Address 1601- El Camino Real

City/ST/Zip Code Redwood City, CA 94063

Telephone Number 650-562-2267

Units must be ordered by 5/26/15

CNGP530 VEHICLE ORDER CONFIRMATION 05/05/15 18:08:06
 ==> Dealer: F72111
 2016 EXPLORER 4-DOOR Page: 1 of 2
 Order No: 9000 Priority: F4 Ord FIN: QB430 Order Type: 5B Price Level: 615
 Ord Code: 500A Cust/Flt Name: DALY CITY PO Number:
 RETAIL DLR INV RETAIL DLR INV
 K8A 4DR AWD POLICE \$30620 \$28860.00 422 CALIF EMISSIONS NC NC
 .112.6" WB 43D COURTESY DISABL 20 17.00
 G1 SHADOW BLACK 51V SPTLMP LED DUAL 665 580.00
 9 CLTH BKTS/VNL R 59B KEY CODE B 50 45.00
 W EBONY INTERIOR 60R NOISE SUPPRESS 100 87.00
 500A EQUIP GRP 61S CONFIG STR WHL 155 136.00
 .PREM SINGLE CD 76R REVERSE SENSING 275 240.00
 99R .3.7L V6 TIVCT NC NC 87R RR VIEW MIR/CAM NC NC
 44C .6-SPD AUTO TRAN NC NC
 52P DR LOCK PLUNGER 160 140.00 TOTAL BASE AND OPTIONS 33615 29881.73
 53M SYNC SYSTEM 295 258.00 TOTAL 33615 29881.73
 CA BOARD FEES NC .65 *THIS IS NOT AN INVOICE*
 FRT LICENSE BKT NC NC
 17T CARGO DOME LAMP 50 45.00 * MORE ORDER INFO NEXT PAGE *
 18W RR WINDOW DEL 25 22.00 F8=Next
 F1=Help F2=Return to Order F3/F12=Veh Ord Menu

WebConnect

Page 1 of 1

CNGP530 VEHICLE ORDER CONFIRMATION 05/05/15 18:08:43
 ==> Dealer: F72111
 2016 EXPLORER 4-DOOR Page: 2 of 2
 Order No: 9000 Priority: F4 Ord FIN: QB430 Order Type: 5B Price Level: 615
 Ord Code: 500A Cust/Flt Name: DALY CITY PO Number:
 RETAIL DLR INV RETAIL DLR INV
 91J VINYL PCKG DOOR \$305 \$266.00
 SP DLR ACCT ADJ (1313.00)
 SP FLT ACCT CR (409.00)
 FUEL CHARGE 5.08
 B4A NET INV FLT OPT NC 7.00
 PRICED DORA NC NC
 DEST AND DELIV 895 895.00
 TOTAL BASE AND OPTIONS 33615 29881.73
 TOTAL 33615 29881.73
 THIS IS NOT AN INVOICE

TOWNE FORD SALES
 1601 El Camino Real
 Redwood City, CA 94063

F1=Help F2=Return to Order
 F4=Submit F5=Add to Library
 S099 - PRESS F4 TO SUBMIT
 fmcdealr@TowneFleet05
 May 5, 2015 3:09:02 PM

F7=Prev
 F3/F12=Veh Ord Menu

QC07851



City Council Meeting Agenda Report

Item #

Meeting Date: May 26, 2015

Subject: Authorize the Use of Salary Savings and Award of Contract for 2015/2016 Fiscal Year Tree Maintenance Services

Recommended Action

Recommend the City Council authorize the transfer of salary savings and award a contract to West Coast Arborist of Anaheim, CA in an amount not-to-exceed \$125,000 annually for tree maintenance services, and authorize the City Manager to execute the contract on behalf of the City..

Background

In July of 2014, West Coast Arborist (WCA), Inc. completed a digitized inventory and assessment database of all City owned trees and provided the City with a software program called “ArborAccess On-Line” to manage the City’s urban forest. West Coast Arborist inventoried 7,324 city owned trees with an estimated value of \$18,827,835.

During the same time period WCA was undertaking the tree inventory and assessment project the Daly City Public Works Department lost both of our full-time Certified Tree Worker staff to resignations. In order to maintain tree maintenance services without certified, or any staff for that matter, the Public Works Department entered a short term contract for WCA to provide tree pruning services for the remainder of the 2014/2015 Fiscal Year. To date the City has not elected to refill the two vacant Certified Tree Worker positions. Therefore, the Public Works department is recommending the use of contracted tree maintenance services for the entire coming year.

In order to achieve a tree maintenance cycle that is appropriate for the size and type of urban forest that exists in Daly City, Public Works is proposing to enter into contract for tree maintenance services with West Coast Arborist, Inc. The contract will include a three (3) year grid-pruning program that will enable the City to have every tree pruned at least one time in a three (3) year period.

Section 3.12.060, paragraph B-8, of the Daly City Municipal Code specifically allows the City Council to award contracts without following the normal bidding procedures, when the services are acquired from, or in cooperation with another government agency that has acquired the services through the competitive bidding process. One way to accomplish that involves awarding a “piggy-back” contract, based upon another agency’s previous competitive bidding process.

The City of Sunnyvale solicited competitive bids for tree maintenance services and awarded a contract to West Coast Arborist, Inc. in 2013. The City of Sunnyvale received five (5) bids, and West Coast Arborist, Inc. was the low bidder. West Coast Arborist Inc. has offered the City of Daly City the same terms as they provided to the City of Sunnyvale that include a full range of tree maintenance services at the very competitive 2013 prices. In addition, since the contract is for “maintenance service” this contract doesn’t meet the definition of a “public project” and therefore is not subject to the formal bidding requirements of the State Public Contract Code.

City Council Agenda Report

Subject: Authorize the Use of Salary Savings and Award of Contract for 2015/2016 Fiscal Year Tree Maintenance Services

Meeting Date: May 26, 2015

Page 2 of 2

Discussion

The proposed service contract with West Coast Arborist, Inc. provides for scheduled structural pruning based upon a variety of factors including species, condition, and age of tree. Additional tree maintenance services will also be provided based on an as needed basis, including tree removal and planting.

The primary focus of the first year of this contract will be routine pruning for clearance and safety in the Tree Management Areas known as Hillside, Crocker-Southern Hills, and Bayshore.

Fiscal Impact

The contract cost will be in the amount not to exceed \$125,000. Funding will come from the transfer of salary savings from vacant Certified Tree Worker positions within the Public Works Parks Maintenance budget.

Should the City and West Coast Arborist decide to renew the contract for the two (2) additional one (1) year renewal periods, West Coast Arborist may request a price increase annually by an amount not to exceed the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose Standard Metropolitan Statistical Area ("Index") for March of the term then expiring.

Summary/Conclusion

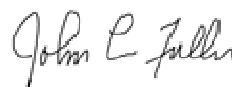
Department of Public Works staff recommends authorizing the transfer of salary savings and awarding a contract for tree maintenance service to West Coast Arborist, Inc., in the amount of \$125,000 annually for a period of one (1) year with an option to renew the contract for two (2) additional one (1) year contract periods.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Jeff Fornesi
Public Works Superintendent



John L. Fuller
Director of Public Works

Attachments: Budget Transfer
Tree Management Area Map
Tree Maintenance Agreement

City of Daly City
Budget Transfer/Adjustment

Department/Division: Public Works Maintenance **Date:** 5/18/2015

Month/Fiscal Year: July - FY 2015/2016

Explanation/Justification:

Trasfer \$125,000 from Parks Maintenance, Salaries (01-317-160-4101) to Parks Maintenance, Other Contractual S
(01-317-160-4220); to fund a tree maintenance contract with West Coast Arborist of Anaheim, CA

See attacehd Council Agenda Report for a detailed explanation/justification.

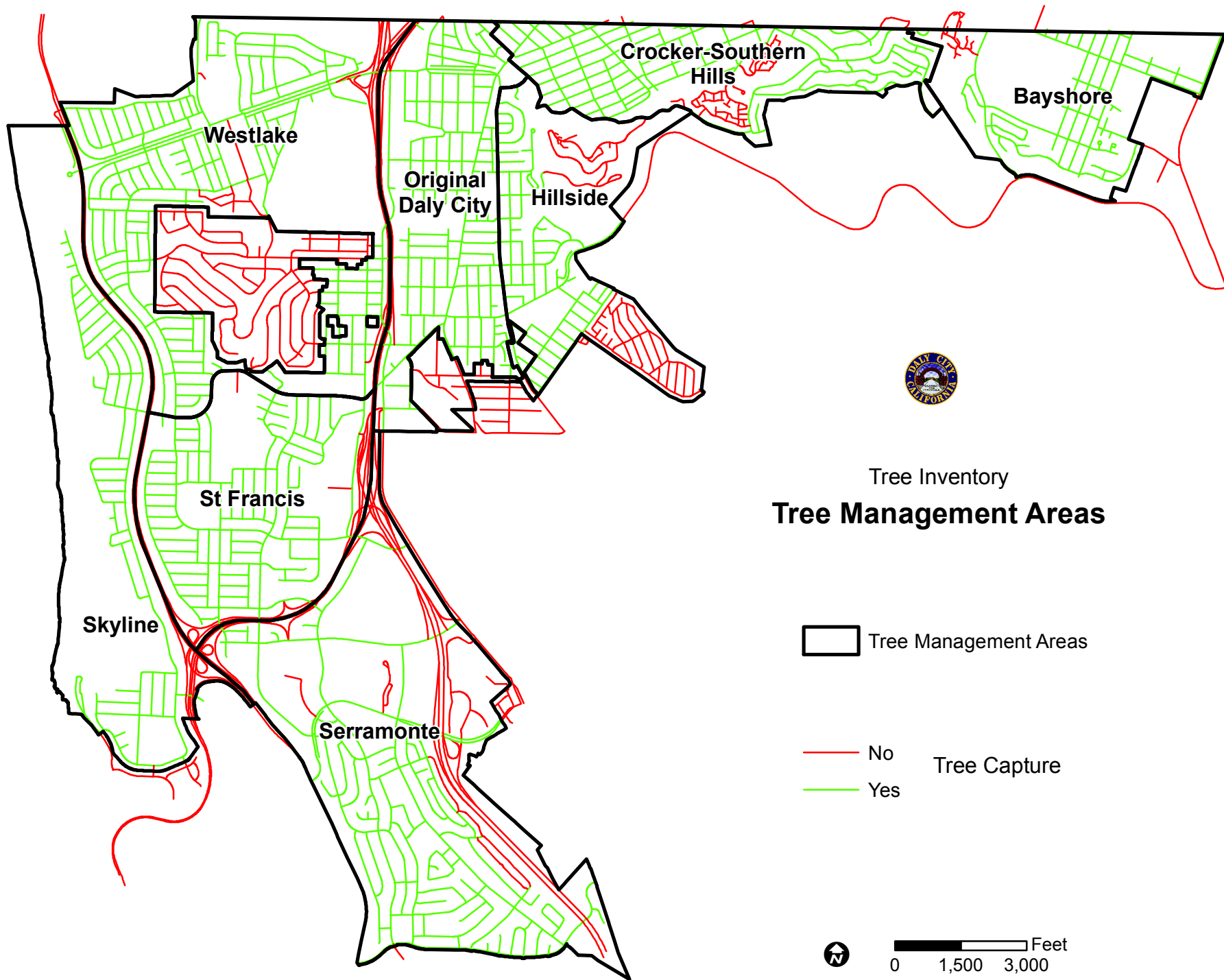
Approvals:

Originator

Director of Finance

Department Head

City Manager/City Council





**City of Daly City
Public Works Department
333 90th Street
Daly City, California 94015**

Tree Maintenance Services Agreement

Term:

July 1, 2015 through June 30, 2016

AGREEMENT FOR TREE MAINTENANCE SERVICES

(West Coast Arborists, Inc.)

THIS AGREEMENT is made and entered into this ____ day of ____ 2015, by and between the CITY OF DALY CITY ("CITY") and WEST COAST ARBORISTS, INC., a California corporation, State Contractor's License No. 366764 ("CONTRACTOR") with reference to the following facts:

1. TERM

- A. The term of this agreement shall commence on July 1, 2015, and continue through June 30, 2016, with an option to continue said agreement for up to two (2) years on the same terms and conditions as prescribed in this agreement, subject the rate of compensation to be paid to CONTRACTOR as hereinafter provided in Paragraph 4. If CITY desires to exercise its annual renewal option, CITY shall advise CONTRACTOR in writing of its intent to extend the Agreement by no later than April 1 of the term then expiring. If CONTRACTOR desires to adjust the rates as set forth in the then current Schedule of Rates for such extension period, CONTRACTOR shall give CITY written notice of such adjustment by April 30 of the term then expiring. CONTRACTOR may adjust the Schedule of Rates by an amount not to exceed the increase represented in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose Standard Metropolitan Statistical Area ("Index") for March of the term then expiring.

If CONTRACTOR gives notice of any adjustment in the Schedule of Rates, CITY may then rescind the exercise of its option, provided, however, written notice of such rescission must be issued by CITY to CONTRACTOR no later than June 1 of the term then expiring.

- B. The CITY, at its option and with CONTRACTOR concurrence, may renew this contract for additional ONE (1) year periods, on the same terms and conditions as provided herein. This option may be exercised only if the CONTRACTOR demonstrates superior performance in the provision of tree maintenance services during the prior three-year contract term, assuming all of the annual renewal options were awarded.

2. SERVICES TO BE PERFORMED BY CONTRACTOR.

In consideration for the compensation as hereinafter set forth in Proposal, CONTRACTOR shall perform annual tree maintenance services including, but not

limited to, tree pruning, tree and stump removal, and tree planting services including the provision of all labor, materials, tools, equipment and transportation services required by and in strict conformance with the Contract Documents.

3. COMPENSATION AND PAYMENT TO CONTRACTOR

CITY shall pay CONTRACTOR a sum not to exceed the budgeted amount for the services rendered in conformance with standards set forth in the Contract Documents during the period commencing July 1, 2015, through June 30, 2016. Payment shall be made in accordance with the Schedule of Rates attached hereto as Proposal, and incorporated herein by the reference.

A. CONTRACTOR shall submit an itemized written invoice to CITY not more often than bimonthly setting forth the work performed and the rates charged in accordance with the Schedule of Rates set forth in the Proposal. Each billing shall include both a listing of completed work by address and tree species and inventory data acceptable to CITY. The listing will be provided by written report and via the Internet.

B. CITY shall make payments to CONTRACTOR within thirty (30) days of receiving such monthly invoice for work satisfactorily performed, unless CITY disputes the amount CONTRACTOR claims is owed under this Agreement.

4. RECORDS

CONTRACTOR shall keep records and invoices in connection with its work to be performed under this Agreement. CONTRACTOR shall maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of CITY during normal business hours to examine, audit and make transcripts or copies of such records. CONTRACTOR shall maintain and allow inspection of all work, data, documents, proceedings and activities related to the Agreement for the period of three (3) years from the date of final payment under this Agreement.

5. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Due to the passage of Senate Bill 854, several additions and revisions were made to the California Labor Code. The addition of Labor Code 1725.5 requires all contractors and subcontractors to register with the Department of Industrial Relations (DIR) to be eligible to work on public works projects. At the time, the contract is awarded the Contractor and all subcontractors must be registered with the DIR in accordance with the California Labor Code to be eligible for the project. The project is subject to compliance monitoring and enforcement by the DIR. More information about DIR registration can be viewed on the DIR's website:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

California Labor Code Section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

6. EXTRA WORK

Any changes from the services described in Attachment A and the Proposal or additional work not contemplated by the Agreement shall require the written direction and authorization of the CITY.

7. STANDARD OF CARE

All of the work shall be performed by CONTRACTOR or under CONTRACTOR'S supervision. CONTRACTOR represents that CONTRACTOR employs the professional and technical personnel required to perform the services required by the Contract Documents, and CONTRACTOR possesses appropriate field equipment to perform all services, and that CONTRACTOR will perform all services in a manner commensurate with the ASNI-A300-2008 Pruning standards and any later amendments, and the Quality Control Plan contained in the Proposal. All services shall be performed by qualified and experienced personnel, who are not employed by CITY or have any contractual relationship by CITY. CONTRACTOR shall be responsible to CITY for any errors or omissions in the performance of this Agreement. CONTRACTOR represents and warrants that CONTRACTOR will keep in effect all licenses, permits, and other approvals required to perform the described services during the term of this Agreement, including any extensions thereto.

8. CITY'S RESPONSIBILITIES

If required, CITY shall furnish to CONTRACTOR, maps, data and other existing information describing the trees that are subject to the services to be performed by CONTRACTOR. CITY further agrees to provide all such materials in a timely manner so as not to cause delays in CONTRACTOR's work schedule.

9. COOPERATION

CONTRACTOR agrees to work closely and cooperate fully with CITY staff assigned by the Public Works Maintenance Supervisor – Parks to work with CONTRACTOR and other agencies that may have jurisdiction or interest in the work to be performed.

10. CONTRACTOR MANAGER

CONTRACTOR shall assign a Contract Manager to the work to be performed hereunder. This Contract Manager shall coordinate all services to be performed. This Contract Manager shall be available to CITY at all times. CONTRACTOR shall provide the Public Works Maintenance Supervisor – Parks of the name, address, and telephone number of the Contractor Manager, upon execution of this Agreement. If the Contract Manager is changed by CONTRACTOR, CONTRACTOR shall immediately give notice to the CITY, the name, address, and telephone number of the new Contract Manager.

11. ADMINISTRATION

The Public Works Department will administer this Agreement on behalf of CITY. The Director or the designee shall be considered the Administrator and shall have the authority to act for CITY under this Agreement. The Administrator shall represent CITY in all matters pertaining to the services to be rendered pursuant to this Agreement.

12. CITY POLICY

CONTRACTOR will discuss and review all matters relating to policy and contract direction with the CITY's designee, in advance of all critical decision points in order to ensure that the services are performed in a manner consistent with CITY goals and policies.

13. TIME OF PERFORMANCE

Time is of the essence of this Agreement.

14. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the work done, or of any work omitted, or of any extra work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of the Agreement, such dispute shall be decided by the CITY, and the decision of the Director shall be final and binding upon CONTRACTOR and the sureties of CONTRACTOR.

15. OFFSETS

CONTRACTOR acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt, which is owed, or which becomes due to CITY by CONTRACTOR, CITY reserves the right to withhold and offset said amounts from such payments or refunds or reimbursements owed by the CITY to CONTRACTOR under this Agreement. Notice of such withholding and offset shall promptly be given to CONTRACTOR by CITY in writing. In the event of a dispute as to the amount owed or whether such amount is owed to CITY, CITY will hold such disputed amount until either, the appropriate appeal process has been completed or until the dispute has been resolved.

16. INDEPENDENT PARTIES

CITY retains CONTRACTOR on an independent contractor basis, and CONTRACTOR acknowledges and agrees that CONTRACTOR is not an employee of CITY. The manner and the means of conducting the work are under the control of CONTRACTOR, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement, including Attachment A and the Proposal. No civil service status or other right of employment with CITY will be acquired by virtue of CONTRACTOR's services, either by CONTRACTOR or by CONTRACTOR's employees. None of the benefits provided by CITY to its employees, including but not limited to unemployment insurance, workers' compensation, vacation or sick leave are available from CITY to CONTRACTOR, its employees or agents. Deductions shall not be made by CITY for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due CONTRACTOR. Payments of the above items, if required, are the responsibility of CONTRACTOR and not of the CITY.

17. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The CONTRACTOR shall comply with the provision of the Immigration Reform and Control Act of 1986, Public Law 99-603. The CONTRACTOR SHALL provide CITY written documentation certifying compliance with Public Law 99-603 within ten days of the CITY'S request.

18. WORKERS COMPENSATION

By executing this Agreement, CONTRACTOR certifies that CONTRACTOR is aware of and will comply with the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. CONTRACTOR shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certificate with the CITY.

19. INDEMNIFICATION

Except for CITY's negligence or willful misconduct, CONTRACTOR shall indemnify and hold CITY and CITY's officers and employees harmless from all damages, costs and expenses, including attorneys' fees, in law or equity that may at any time arise or be set up because of damages to property or person injury, including death, suffered by reason of, or in the course of performing, the services under this Agreement work and caused by any willful or negligent act or omission committed by CONTRACTOR or any of CONTRACTOR's employees, subcontractors or agents. The parties expressly agree that any payment, attorney fee, cost or expense CITY incurs or makes to or on behalf of an injured employee under its self-administered Workers' Compensation program are included as a loss, expense or cost for the purposes of this paragraph. The provisions of the paragraph shall survive the expiration or early termination of the Agreement.

20. INSURANCE

Prior to CITY's execution of this Agreement, CONTRACTOR shall secure, and shall thereafter maintain until completion of the Agreement, such public liability and property damage insurance as shall protect CONTRACTOR from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Agreement, whether such operations be by or on behalf of CONTRACTOR, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them. The CONTRACTOR shall obtain at its own cost, prior to commencing work on the contract and maintain for the period covered by the contract a policy of liability insurance naming the CONTRACTOR, his employees, the CITY, its officers and employees as insured. Refer to Section 7-3 of the AGC/AWPA Standard Specifications for details.

The Coverage shall provide the minimum limits:

Bodily injury \$1,000,000 each occurrence

Property damage \$1,000,000 each occurrence

Policies or certificates of insurance shall be filed with CITY and shall include CITY as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provisions:

Solely as respects work done by and on behalf of the named insured for the CITY, it is agreed that the CITY and its officers and employees are added as additional insured under this policy.

The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to CITY by certified or registered mail.

20. CONFLICTS OF INTEREST

A. CONTRACTOR or the employees of CONTRACTOR may be subject to the provisions of the California Political Reform Act of 1974 (the "ACT"), which (1) requires such persons to disclose financial interest that my foreseeable be

materially affected by the work performed under this Agreement, and (2) prohibits such person from making, or participating in making decisions that will foreseeable financially affect such interest. If so required, CONTRACTOR will provide a completed disclosure form noting the above.

- B. If subject to the Act, CONTRACTOR shall conform to all requirements of the Act. Failure to do so constitutes a material breach of this Agreement, and is grounds for termination by CITY. CONTRACTOR shall indemnify and hold harmless CITY for any claims for damages resulting from CONTRACTOR's violation of this paragraph.

21. NONDISCRIMINATION

Except as provided in Section 12940 of the California Government Code, during CONTRACTOR's performance of this Agreement, CONTRACTOR shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Such nondiscrimination shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall also conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

22. PROHIBITION AGAINST TRANSFERS

CONTRACTORS may not assign any right or obligation of this Agreement or any interest in this Agreement without the prior written consent of CITY. Any attempted or purported assignment without the consent of CITY shall be null and void at the sole option of CITY. CONTRACTOR may not employ any subcontractors unless specifically authorized by CITY. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of CONTRACTOR, or of the interest of any general partner or joint venture which shall result in changing the control of CONTRACTOR, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power, or twenty-five percent (25%) OR MORE OF THE ASSETS OF THE CORPORATION, PARTNERSHIP OR JOINT VENTURE.

23. CONFIDENTIALITY

The information which results from the services in this Agreement is to be kept confidential unless the release of information is authorized by the CITY.

24. NOTICES

All notices, demands, requests or approvals to be given under this Agreement must be given in writing and shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid and addressed as follows:

CITY
City of Daly City
Public Works Director
333 90th Street
Daly City, CA 94014

CONTRACTOR
Patrick O. Mahoney, President
West Coast Arborists, Inc.
2200 East Via Burton Street
Anaheim, CA 92806

25. VENUE

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

26. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement, or for damages due to any alleged breach of any provisions of this Agreement, the parties agree that the court with jurisdiction over the action may determine and fix reasonable attorneys' fees and expenses to be paid to the prevailing party.

27. WAIVER

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

28. COMPLIANCES

CONTRACTOR represents that CONTRACTOR is familiar with and shall comply with all laws, state or federal, and all ordinances, rules and regulation enacted or issued by CITY, which are applicable to the performance of services under this Agreement.

29. TERMINATION

- A. In the event CONTRACTOR fails or refuses to timely perform any of the provisions of this Agreement in the manner required, or if CONTRACTOR violates any provisions of this Agreement, CONTRACTOR shall be deemed in default. If such default is not cured within a period of two (2) working days, or if more than two (2) working days are reasonably required to cure the default and CONTRACTOR fails to give adequate assurance of due performance within tow (2) working days after CONTRACTOR receives written notice of default from CITY, CITY may terminate the Agreement forthwith by giving written notice.
- B. The CITY or the CONTRACTOR may cancel this contract or any portion thereof at any time during the term of the service and such cancellations shall be effective upon giving thirty (30) days written notice to the other party.

30. INTEGRATED CONTRACT

No verbal agreement or implied covenant shall be held to vary the provisions hereon. Any modifications of this Agreement will be effective only if in writing signed by the duly authorized officers of both CITY and CONTRACTOR.

IN WITNESS WHERE OF the parties hereto caused this Agreement to be duly executed on the day and year first above written.

CITY
City of Daly City

CONTRACTOR
West Coast Arborists, Inc.
A California Corporation

CITY, City Manager

Patrick O. Mahoney, President

CITY OF DALY CITY

ATTACHMENT “A” – SCOPE OF SERVICES

PROJECT SPECIFICATIONS

It shall be understood that the Contractor will be required to perform and complete the proposed line clearance tree pruning and tree removal work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the CITY’s requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the CITY;

1. Tree pruning
2. Tree removal
3. Crew rental
4. Emergency response
5. Line clearance pruning
6. Clearance pruning
7. Palm tree removal
8. Specialty equipment rental
9. Arborist services/inspection

A. ANNUAL PRUNING PROGRAM

Contractor may assist the CITY with developing a recommended annual pruning program including personnel and vehicles that would be required to complete the project. Depending on the CITY’s current and future pruning needs the recommended pruning schedule may require multiple crews to perform concurrently within the same time constraints.

PROJECT SPECIAL PROVISIONS

A. DEFINITIONS

Where “as directed”, “as required”, “as permitted”, “approve”, “acceptance”, or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the CITY is intended unless otherwise stated. As used herein, “provide” shall be understood to mean “provide complete”, in total. The word “site” as used hereinafter shall be understood to mean the location receiving the service. The use of the word “Contractor” shall be held to mean the Contractor and/or any person employed by them and working under this contract.

B. WORK QUALITY

All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The CITY shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

C. STANDARDS

Prior to beginning the work, the Contractor shall review with the CITY various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 8:00 A.M. and shall be completed each day no later than 5:00 P.M.

Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches ($3\frac{1}{2}$ ") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the CITY. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

Tool Sanitation - On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

1. Annual Tree Pruning

Tree pruning will be performed per pre-designed circuits or routes. Pruning will include clearance pruning to achieve minimum clearance from live power lines.

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Contractor shall notify the CITY forty-eight (48) hours in advance of scheduled pruning.
- (c) Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance Notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor’s personnel or others near the work site, work is to immediately cease, and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the CITY is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- (f) No hooks, gaffs, spurs or climbers will be used for anything other than removals.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- (i) Topping shall not be done unless specifically requested by the CITY.
- (j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the

parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

- (k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than thirty (30%) percent.
- (l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (n) Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Clearances

Tree pruning for clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the CITY and conform to the following:

- (a) The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- (b) Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

- (c) When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed in the Contract Documents Special Provisions in a manner selected by the Contractor and approved by the CITY, and in accordance the following:

- (a) The use of climbing spurs or spike shoes for climbing palm trees is prohibited, unless specifically approved by the CITY. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for pruning CITY Palm trees.
- (b) Palm Skinning (additional service & cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

4. Tree Removals

CITY prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Removals shall be conducted in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the CITY and shall be disposed of at the direction of the CITY. No wood shall be left along public right-of-way or on school sites unless approved by the CITY. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be covered with a tarp, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The CITY is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All

tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

5. Crew Rental

A standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

6. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a CITY authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the CITY within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

7. Line Clearance Pruning

During the course of this contract, the Contractor will be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work should be a Line Clearance Treeworkers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on CITY trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

8. Arborist Services

On occasion, the CITY will require tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the CITY's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated and handled on a case-by-case basis.

D. TRAFFIC CONTROL

Contractor shall conform to all CITY Traffic Safety requirements and operating rules at all times while this contract is in effect. The CITY will provide the Contractor with a Work Area Traffic Control Handbook (WATCH Manual) which will be used as reference.

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The CITY, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

E. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

CITY approved "No Parking" signs shall be posted on individual trees scheduled for pruning forty-eight (48) hours prior to the work being performed.

F. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and **under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.**

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned. The CITY or his authorized representative shall be the sole judge as to the adequacy of the clean up.

G. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The CITY will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:
Greenwaste that is transported to an off site facility for grinding into mulch shall be documented and available to the CITY on a monthly basis.
2. Wood Chips:
 - (a) Chips generated from pruning operations within the CITY may first be dumped at a CITY designated site.
 - (b) At the direction of the CITY, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the CITY.
3. Milling (additional service & cost):
At the direction of the CITY, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the CITY at a cost.

H. PARKING

The CITY will make an attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract. The vendor will hold the CITY harmless and release the CITY of liability as a result of theft or vandalism. Should a site not be available, then the vendor may park on CITY right-of-way where commercial vehicle parking is allowed.

I. INVOICE

Contractor shall be required to submit invoices on a bi-monthly basis. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

J. INSPECTIONS

The CITY or his designated representative, shall, at all times, have access to the work area and shall be furnished with every reasonable facility for ascertaining full knowledge, respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

K. WITHHOLDING PAYMENT

The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. A reasonable doubt that the contract can be completed for the balance unpaid.

L. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The CITY may modify these specifications with the joint approval of the Contractor and the CITY. All modifications shall be in writing.
2. In the event that the CITY should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

M. COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school CITY, special CITY, public authority, public agency, and other political sub-division of the State of California) and/or other CITY departments shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The CITY shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that “piggy-backs” on any negotiated contract between the CITY and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

N. CLARIFICATION OF SPECIFICATIONS

If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the CITY for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the CITY receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the CITY discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a set of bid documents has been delivered. The CITY will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

CITY OF DALY CITY

ATTACHMENT “B” – PRICE SCHEDULE

PHYSICAL GPS TREE INVENTORY **PER TREE SITE** **\$1.00**
(Cost can be paid in equal installments over term of the contract.)

GRID TREE PRUNING **EACH** **\$58.00**

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees including small, medium and large trees. Pruning will include structural pruning, crown raising, cleaning and selective thinning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. No pruning shall involve the removal of more than 25% of bulk material from trees. Special projects that are difficult to access require the need for specialty equipment (i.e., 95-foot tower), special request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

SERVICE REQUEST TREE PRUNING **BASED ON SIZE**

Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a “Service Request.”

Medium size (0 – 12” DBH)	PER TREE	\$90.00
Large size (13 & over DBH)	PER TREE	\$170.00
King or Queen palm pruning	PER TREE	\$58.00
Washingtonia palm pruning	PER TREE	\$58.00
Canary Island Date Palm pruning	PER TREE	\$170.00
Palm tree skinning	PER LINEAR FT.	\$12.00

TREE ONLY REMOVAL

Caliper of trees to be measured at 4 feet above soil level. City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to WCA. WCA calls U.S.A. and prepares internal work order. Crew removes all debris that is generated and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or 95-foot tower would fall under Crew Rental rates.

Medium size (0 – 12” DBH)	PER TREE	\$190.00
Large size (13 – 24” DBH)	PER TREE	\$525.00
Very large size (25” & over DBH)	PER TREE	\$900.00

STUMP ONLY REMOVAL

Stumps to be measured at 6-inches above ground level. City prepares list of stumps to be removed, marks stump, notifies homeowners and submits lists to WCA. WCA calls U.S.A. and prepares internal work order. Stumps will be ground to a depth of 18 inches. All holes will be backfilled, as well as all debris cleaned up and hauled away.

Medium size (0 – 12” DBH)	PER TREE	\$50.00
Large size (13 – 24” DBH)	PER TREE	\$190.00
Very large size (25” & over DBH)	PER TREE	\$255.00

TREE PLANTING

BASED ON SIZE

Planting includes the tree, stakes, ties and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. WCA will guarantee the life of the tree for a period of ninety (90) calendar days, excluding vandalism and extreme weather conditions. After ninety (90) days, the tree will be the responsibility of the City and/or resident.

15-Gallon (tree furnished by City)	EACH	\$125.00
15-Gallon (tree furnished by WCA)	EACH	\$150.00
24-inch box (tree furnished by City)	EACH	\$190.00
24-inch box (tree furnished by WCA)	EACH	\$285.00

CREW RENTAL

PER MAN HR \$60.00

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, special projects that are difficult to access with equipment, or trimming or removing specific trees requiring immediate attention.

EMERGENCY CREW RENTAL (2-MEMBER CREW) PER CREW HR \$160.00

WCA will respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within ninety (90) minutes from the time of notification from the City. The standard crew is two men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of tree-related emergency. The crew will do what is necessary to render the hazardous tree or tree-related condition safe. No minimum call-out required.

SPECIALTY EQUIPMENT RENTAL

HOURLY \$120.00

WCA can dispatch a variety of specialty equipment including 100-foot crane, 95-foot aerial tower, and/or roll-off trucks with loaders (disposal fees are not included). These pieces of equipment include one operator.

ARBORIST SERVICES (Report writing) HOURLY \$120.00