

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, February 28, 2022 - 7:00 PM

Visit Daly City's virtual meeting website to register to attend the virtual meeting via Zoom, watch the livestream of the meeting and view the agenda:

<https://bit.ly/dalycityfeb28livestream>

COVID-19 ANNOUNCEMENT - PUBLIC MEETINGS

Pursuant to Government Code section 54953(e) *et seq.*, members of the Daly City Council and staff will participate in this meeting via a teleconference. Members of the public are encouraged to watch the meeting via Livestream (City Council Meeting Livestream) at <https://bit.ly/dalycityfeb28livestream> or on local Channel 27 (Comcast).

Public Participation:

There are two ways to submit public comment: (1) send written comments by 4:00 pm on meeting day and (2) join to speak at the meeting via Zoom.

To submit a comment in writing, please email cityclerk@dalycity.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:00 pm will be emailed to the City Council members prior to the meeting. Those comments received after 4:00 pm will be added to the record and shared with the City Council members following the public meeting. Comments are not read aloud into the record.

To speak at the meeting via Zoom, join at <https://bit.ly/dalycityfeb28zoom>. Zoom will require an email address and name. The name entered will be visible online and will be used to notify you that it is your turn to speak. You may also join by visiting <https://zoom.us/join>. Enter meeting ID: 883 2876 6413, then enter email address and name. The February 28, 2022 Regular City Council meeting may also be accessed via telephone by dialing +1 669 900 6833 (Local). International numbers available: <https://us02web.zoom.us/j/kAibLOyym>. Enter the meeting ID: 883 2876 6413, then press #.

When you would like to speak on an item during the public comment portion of the meeting, you will need to use the "raise hand" feature in Zoom. Public comment is limited to two (2) minutes maximum, and speakers may only comment once per item. You must familiarize yourself with Zoom prior to joining the meeting. The City will not be providing technical support.

If you do not wish to speak, the City requests that you watch the livestream of the meeting on the City's virtual meeting website at <https://bit.ly/dalycityfeb28livestream>.

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.

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.

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

1. Proclaiming February 28, 2022 as Rare Disease Day, Matthew Abaya and Fred Briones, Rare Disease Day Bay Area
2. General Fund 10 Year Forecast Update, Director of Finance Tim Nevin and City Manager Shawwna Maltbie

APPROVAL OF MINUTES:

3. Regular Meeting of February 14, 2022

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 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:

4. Accepting and Appropriating \$26,985 in Measure K funding for the Library Summer Learning programming
5. Accepting and Appropriating a \$6,950 Grant from the State of California for Library Read Together Kits
6. Authorizing City Manager to Execute an Agreement with Tucson Purchasing Cooperative, and to Execute an Agreement with Smartwave Technologies, LLC. for the Purchase and Installation of a Public Wi-Fi Network in Census Tract 6002 (Bayshore Community Wi-Fi project)
7. Authorizing Amendment to the Professional Services Agreement with Park Engineering, Inc. for Construction Management and Support Services for the Central Corridor Bicycle and Pedestrian Safety Improvements Project

8. Appropriating Funds and Authorizing City Manager to Increase the Construction Contract and Execute an Amendment to the Professional Services Agreement for the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance Project
9. Accepting \$441,345.64 Grant from the State Water Resources Control Board
10. Setting Time and Place of Public Hearing - Proposed Revision to Ordinance No. 1374 Section 2.16.020 Arts and Culture Commission Duties in Chapter 2.16 of the Daly City Municipal Code **Set Hearing: 3/14/2022**
11. Setting Time and Place of Public Hearing – Proposed Ordinance Amending Chapter 8.64 – Regulating the Use of Disposable Food Service Ware by Food Facilities **Set Hearing: 3/14/2022**
12. Setting Time and Place for a Public Hearing to Consider an Ordinance Revision to Increase Small Business Commission Meeting Frequency from Six to Twelve Regularly Scheduled Meetings Per Year **Set Hearing: 3/28/2022**

END OF CONSENT AGENDA

COMMUNICATIONS:

13. Consideration of Proposals for the Hotel Parcel at 1837 Junipero Serra Boulevard

STAFF: Tatum Mothershead

RECOMMENDATION: Adopt Resolution by Roll Call Vote

AWARD OF BIDS/CONTRACTS:

14. Accept Per Capita Program Grant, Appropriate Funds, and Award of Contract for the Polaris Park Improvement Project

STAFF: Jeff Fornesi

RECOMMENDATION: Adopt Resolution by Roll Call Vote

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:

15. Council Committee
16. City Council
17. Staff

ADJOURNMENT:

Proclamation

RARE DISEASE DAY

- WHEREAS,** there are nearly 7,000 diseases and conditions considered rare (each affecting fewer than 200,000 Americans) in the United States, according to the National Institutes of Health (NIH); and
- WHEREAS,** each of these diseases may affect small numbers of people, rare diseases as a group affect almost 30 million Americans; many rare diseases are serious and debilitating conditions that have a significant impact on the lives of those affected; and
- WHEREAS,** more than 450 drugs and biologics have been approved for the treatment of rare diseases according to the Food and Drug Administration (FDA), millions of Americans still have rare diseases for which there is no approved treatment; and
- WHEREAS,** individuals and families affected by rare diseases often experience problems such as diagnosis delay, difficulty finding a medical expert, and lack of access to treatments or ancillary services; and
- WHEREAS,** while the public is familiar with some rare diseases such as “Lou Gehrig’s disease” and sympathetic to those affected, many patients and families affected by less widely known rare diseases bear a large share of the burden of funding research and raising public awareness to support the search for treatments; and
- WHEREAS,** thousands of residents of Daly City are among those affected by rare diseases since nearly one in ten Americans have rare diseases; and
- WHEREAS,** thousands of patients and caregivers, medical professionals, researchers, companies developing orphan products to treat people with rare diseases, and others in the City of Daly City, will participate in the observance of Rare Disease Day on February 28, 2022, organized nationwide by the National Organization for Rare Disorders (NORD).

NOW, THEREFORE, I, Roderick Daus-Magbual, Mayor, and members of the City Council, hereby proclaim February 28, 2022, as “**RARE DISEASE DAY**” in the City of Daly City and encourage the Daly City community to recognize and support efforts in the fight against rare diseases.

Signed and sealed by the Mayor and City Council of the
City of Daly City this 28th day of February 2022.

Roderick Daus-Magbual, Mayor

Raymond A. Buenaventura, Vice Mayor

Pamela DiGiovanni, Councilmember

Juslyn C. Manalo, Councilmember

Glenn R. Sylvester, Councilmember

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Visit <https://www.youtube.com/c/DalyCityVideoMeetings> to view videos of the City Council meetings

The meeting was called to order by Mayor Daus-Magbual at 7:00 P.M. by video conference call pursuant to Governor Gavin Newsom's Executive Order N-29-20.

ROLL CALL: Councilmembers Present:
Roderick Daus-Magbual, Mayor
Raymond A. Buenaventura, Vice Mayor
Pamela DiGiovanni
Juslyn C. Manalo
Glenn R. Sylvester

Staff Present:
Shawwna Maltbie, City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

APPROVAL OF MINUTES:

Regular Meeting of January 24, 2022

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to approve the minutes of January 24, 2022.

APPROVAL OF AGENDA:

It was moved by Mayor Daus-Magbual to approve the agenda.

CONSENT AGENDA:

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried to approve the consent agenda, with the exception of item #9, which was pulled for further discussion.

Communications:

Accept Fiscal Year 2021 Annual Comprehensive Financial Report

Resolutions:

Authorizing City Manager to Execute a Service Agreement with Cintas Corporation for Uniform Rental and Laundry Services

Resolution 22-10, Authorizing Execution Of A Service Agreement With Cintas Corporation For Uniform Rental And Laundry Services

***Note on Public Comments:** For this meeting, members of the public were encouraged to watch the meeting via livestream and speak at the meeting via Zoom, and/or submit public comments via email to the City Clerk's Office prior to the public meeting. Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting were instructed to call the office of the City Clerk at 991-8078 prior to the meeting.*

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Approving Subdivision Improvement Agreement between the City of Daly City and Ada L. Chan and Approval of the Parcel Map of SUB-6-19-14075

Resolution 22-11, Approving Parcel Map For Minor Subdivision SUB-6-19-14075 And Authorizing Execution Of Subdivision Improvement Agreement Between The City Of Daly City And Ada L. Chan

Setting Time and Place for a Public Hearing on Claim to Lien Property at 262 Crocker Avenue (APN 004-082-150) Set Hearing: 3/14/2022

Resolution 22-12, Setting Time And Place Of Public Hearing On Claim To Lien Property Located At 262 Crocker Avenue (APN 004-082-150)

Setting Time And Place For A Public Hearing To Consider Ordinance Amending Title 15 of the Daly City Municipal Code Re: Establishing Expedited Permitting Process for Electric Vehicle Charging Stations. Set Hearing: 3/14/2022

Resolution 22-13, Setting Time And Place Of Public Hearing For Proposed Ordinance To Amend Title 15 Of The Daly City Municipal Code Re: Establishing An Expedited Permitting Process For Electric Vehicle Charging Stations

Accepting Storm Drain Easement from the Junipero Serra Properties LLC for the Public Storm Drain at 2171 Junipero Serra Boulevard Parking Lot

Resolution 22-14, Authorizing Acceptance Of Storm Drain Easement From The Junipero Serra Properties LLC For The Public Storm Drain At 2171 Junipero Serra Boulevard Parking Lot

Approving Premium Pay for Hourly Employees Performing Essential Work

Resolution 22-15, Approving Premium Pay For Hourly Employees Performing Essential Work During The COVID-19 Pandemic

Accepting Fiscal Year 2022 Mid-Year Budget Adjustments

Director of Finance and Administrative Services Tim Nevin provided staff recommendations to the mid-year budget including adjustments in the general fund and non-general fund revenues and expenditures. Mr. Nevin addressed questions on the bottom-line numbers, the increase in expenditure for Parking Permit processing, increased funds for ERP Consultants, and clarifications on adjustments to Recreation Programs.

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried by voice vote to adopt the following resolution:

Resolution 22-16, Approving Fiscal Year 2022 Mid-Year Budget Adjustments

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Approving Amendment to the Water Supply Agreement with San Francisco Public Utilities Commission (SFPUC)

Resolution 22-17, Approving An Amendment To The Amended And Restated Water Supply Agreement Between The City And County Of San Francisco And Wholesale Customers In Alameda County, San Mateo County And Santa Clara County

Approving Minimum Purchase Transfer from Mountain View to East Palo Alto

Resolution 22-18, Approving A Minimum Purchase Transfer From The City Of Mountain View To The City Of East Palo Alto

Approving Time Extension for Use Permit UPR-7-19-14111 and Design Review DR-7-19-14112 — 6098 Mission Street Mixed-Use Building

Resolution 22-19, Approving Extension Of Use Permit UPR-7-19-14111 And Design Review DR-7-19-14112 For Mixed -Use Building At 6098 Mission Street

Approving Allocation of HOME ARP Funds for Administrative Activities

Resolution 22-20, Approving Allocation Of HOME ARP Funds For Administrative Activities

Approving Reclassification of HCD Supervisor to HCD Manager and Housing Coordinator to Senior Management Analyst

Resolution 22-21, Approving Reclassification Of Housing And Community Development Supervisor To Housing And Community Development Manager In Range U098 And Reclassification Of Housing Coordinator To Senior Management Analyst In Range U074

Approving Change Order for Two New Pierce Fire Engines

Resolution 22-22, Authorizing Execution Of Change Order For Two Pierce Fire Engines

Check Registers

Check Registers for the Month of January 2022

END OF CONSENT AGENDA

PUBLIC HEARINGS:

Public Hearing for General Vacation of Public Access, Ingress and Egress Easement Along Parking Lot at 2171 Junipero Serra Boulevard (APN 002-342-240)

Senior Engineer Roland Yip provided information on the proposed vacation of the public access easement along the lot located at 2171 Junipero Serra Boulevard and provided a timeline for the procedure.

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It was moved by Councilmember DiGiovanni, seconded by Councilmember Sylvester and carried to open the public hearing. There were no speakers on the matter.

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried to close the public hearing. It carried by unanimous roll call vote to adopt the following resolution:

Resolution 22-23, Approving The General Vacation Of The Public Access, Ingress And Egress Easement Along The Parking Lot At 2171 Junipero Serra Boulevard

COMMUNICATIONS:

Authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361

City Attorney Rose Zimmerman provided background on the Governor’s Executive Order which authorizes continuation of remote teleconference public meetings pursuant to AB 361 and upon resolution of the City Council. Ms. Zimmerman provided an update on current public health orders in the County, particularly orders to lift the universal mask requirements for most indoor public settings effective February 16th. Staff sought City Council direction and feedback on return to in-person public meetings and provided information on the safety precautions that have been taken inside the Council Chambers.

Staff addressed questions on the following: which safety equipment has been installed, whether Councilmembers have the option to join remotely, the status of social distancing requirements, capacity limits, whether chamber doors and exits can remain open during meetings, whether other cities are doing hybrid meetings (partly remote and in-person), consideration of using other teleconference platforms (aside from Zoom), and whether the chamber is equipped with extra filtration systems. The Council discussed continuing to provide teleconference access to its meetings for the public.

It was moved by Councilmember Manalo, seconded by Vice Mayor Buenaventura and carried by unanimous roll call vote to adopt the following resolution:

Resolution 22-24, Authorizing Remote Teleconference Meetings By The City Council And All Boards, Commissions, And Standing Committees Of The City In Accordance With Assembly Bill 361 For A Period Of Thirty Days

Housing Element (6th Cycle) Update – Overview of Daly City’s Regional Housing Needs Allocation (RHNA)

Planning Manager Michael Van Lonkhuysen presented an overview of the City’s RHNA; he summarized the process by which the number of housing units that need to be constructed by local jurisdictions is determined to meet the needs of its residents. From 2023 through 2031, Daly City’s total RHNA is 4,838 due to the higher total regional housing need to account for unmet existing need. Mr. Van Lonkhuysen provided a comparison of San Mateo County cities’ RHNA numbers and the requirements for different levels of affordability. Mr. Van Lonkhuysen presented the City’s draft site list and the associated number of units for each site. Next steps will include additional outreach, drafting of goals & policies, preparation of environmental documents and the Housing Element, and coordination with HCD (Department of Housing & Community Development).

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Mr. Van Lonkhuysen addressed various concerns including: revisiting the City's BMR ordinance and policies annually to align with RHNA goals, looking at different affordability levels, performing extensive outreach, what type of outreach will be done and where, whether Council can require a higher number of affordable units to a project, the status on Serramonte Views, whether the housing ordinance identifies levels of affordability, whether there are discriminatory laws in the ordinance, whether there will be an upcoming parking town hall/task force, whether vacant units can be used for RHNA, whether a vacancy tax can be implemented, and how the City's high RHNA was determined.

The following speakers expressed opposition to the Serramonte Del Rey Project (SDR) proposed by the Jefferson Union High School District (JUHSD). Various reasons were cited including the destruction of a community garden, the site being located on Ramaytush Ohlone land, the low amount of affordable housing included in the project, its negative environmental impacts, and its lack of compliance with the City's housing ordinance. Speakers voiced displeasure with JUHSD for prohibiting people from accessing the garden while installing security and surveillance cameras. Recommendations included removing the SDR project from the RHNA draft site list, increasing the amount of low-income housing in the SDR project, correcting the City's unfair RHNA numbers, restoring the land to the Ramaytush Ohlone people, and meeting with community leaders.

Nick Occhipinti	Sabrina Brennan	D Gold
Victoria Becker	4DC	Jacqi
Hibah	Chaya	Call-In User
DeVante	Glenn	Deni Asnis

The following speakers supported the City's plans to meet its RHNA numbers and recommended looking at sites near transit, considering an affordable housing overlay, and making units be deeply affordable and accessible for people living with developmental disabilities.

Kalisha Webster	Kenneth Russell
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PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

The following speakers voiced opposition to the SDR project by JUHSD, citing various reasons. Reasons included the destruction of Westmoor Park and a community garden, the site's location on native land, the lack of engagement with the community, a signed petition from community members opposing the project, the low amount of affordable housing within the project and a lack of environmental reports. Individuals voiced concern with JUHSD's closure of and installation of security in the garden, and requested a meeting with the Mayor and Councilmembers.

Nick Occhipinti	Sabrina Brennan	4DC
Jacqi	Hibah	

Call-In User, identifying as the Public, expressed concern with corruption in the San Mateo County Sheriff's Department; they asked for information on the Veteran's Day event, a mental health clinic, and for everyone's resignations.

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REPORTS:

Council Committee Meetings: January 10, 2022- February 14, 2022

CalCities - Public Safety (Sylvester)
Peninsula Clean Energy (PCE) (Daus-Magbual)
Council of Cities San Mateo County (Daus-Magbual)
City/County Association Governments (C/CAG) (DiGiovanni)
Airport Community Roundtable (DiGiovanni)

City Council

Councilmember Manalo noted the importance of having access to electric bikes for the public and thanked PCE and the Mayor for their work. Councilmember Manalo wished everyone a Happy Lunar New Year. Councilmember Manalo reported on staff looking into hybrid events and supported virtual access for the public and the option to attend in-person. Councilmember Manalo discussed a potential partnership between the Filipino Bar Association of Northern California (FBANC) and Daly City (via the Small Business Commission) and the resources it could provide to support small businesses in the City.

Councilmember DiGiovanni noted the inequities in the system caused by the pandemic. Councilmember DiGiovanni acknowledged the Lunar New Year celebration by Serramonte Shopping Mall and Holocaust Remembrance Day.

Mayor Daus-Magbual was a guest speaker at the Youth Civic Empowerment Program which is partnered with the Daly City Youth Health Center and the Youth Leadership Institute; the Mayor thanked all the youth participants, mentors and event organizers.

ADJOURNMENT:

Mayor Daus-Magbual adjourned the meeting at 9:58 PM in memory of Vidal “Max” Fortuna, Frawley Lynch, Ann Griffin, Clara Gadduang Abungan, Violet Yip, Charles “Charlie” Guitron, and Dominga Aguilar.

Approved as submitted, this 28th

day of February, 2022.

City Clerk

Mayor



City Council Meeting Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Accepting and Appropriating \$26,985 in Measure K funding for the Library Summer Learning programming

Recommended Action

It is recommended the City Council accept \$26,985 in Measure K funding for the Library Summer Learning programming.

Background/Discussion

Funds from Measure K, a countywide half-cent sales tax extension passed by local voters in November 2016 to support essential County services, are allocated to support library Summer Learning programs County-wide each year. In prior years, the funds were spent centrally by the San Mateo County Library, which coordinated the program. Beginning this year, funds will be allocated to individual members of the Peninsula Library System that participate in Summer Learning. The purpose of the Summer Learning program is to address summer learning loss among children and teens by focusing on summer reading participation, advancing literacy and academic performance by engaging children, teens and families in reading and enrichment activities, and increasing library use. Participants in the program receive free books for their home libraries, challenge themselves to read as many books as possible, and attend activities, performances and events hosted by the Library. The Measure K funds will be used to purchase books to be distributed at schools, community events, and in libraries, for four \$1,000 scholarships to be given as prizes to encourage participation, and to reimburse for costs for printing and special presenters.

Fiscal Impact

The \$26,985 in Measure K funds was not anticipated in the current Fiscal Year budget. These funds will reimburse the Library for approved expenditures for the 2022 program year and will fully fund all elements of the program with the exception of staffing.

Summary/Conclusion

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

Respectfully submitted,

Chela Anderson
Library Services Manager



City Council Meeting Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Accepting and Appropriating a \$6,950 Grant from the State of California for Library *Read Together Kits*

Recommended Action

It is recommended the City Council accept a Library Services and Technology Act (LSTA) grant from the California State Library of \$6,950, and appropriate this amount for establishing a collection of *Read Together Kits*.

Background/Discussion

Read Together Kits are storytime kits for parents and early-learning providers containing picture books featuring diverse characters that are specifically selected for sharing with toddlers and preschoolers in a group or one-to-one setting. The kits are developed around ten themes identified with input from early childhood providers, and each kit includes five picture books and an information sheet with early literacy tips and resources. At least half of the kits will contain at least one bilingual title that features a primary language other than English spoken by families in Daly City. Sacramento Public Library first created these kits and we will model our collection on theirs. We will be partnering with childcare providers, early learning educators, parents, and organizations serving these groups to select the themes most relevant for our community. They also help promote the availability of the kits in the community. The goal of this project is to make it easier for parents and early learning providers to find and regularly share diverse books reflective of themselves and our diverse communities.

Fiscal Impact

The \$6,950 grant revenue from the State of California was not anticipated in the current Fiscal Year budget. These grant funds were received and will be expended in Fiscal Year 2021-22.

Summary/Conclusion

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

Respectfully submitted,

Chela Anderson
Library Services Manager



City Council Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Authorize the City Manager to Execute an Agreement with Tucson Purchasing Cooperative, and to Execute an Agreement with Smartwave Technologies, LLC. for the Purchase and Installation of a Public Wi-Fi Network in Census Tract 6002 (Bayshore Community Wi-Fi project)

Recommended Action

Staff recommends that the City Council:

1. Appropriate \$78,157.00 of State and Local Fiscal Recovery Funds (SLFRF) savings to the Bayshore Community Wi-Fi project;
2. Adopt a resolution authorizing the City Manager to execute an agreement, in a form acceptable to the City Attorney, with Tucson Purchasing Cooperative, to participate in cooperative purchasing;
3. Adopt a resolution authorizing the City Manager to execute an agreement, in a form acceptable to the City Attorney, with Smartwave Technologies LLC. of Alpharetta, Georgia, for the Bayshore Community Wi-Fi project in the amount of \$471,902.86;
4. Affirm the CEQA determination of Categorical Exemption; and
5. Approve the design for the Bayshore Community Wi-Fi project.

Background

On November 22, 2021, City Council approved a budget plan for State and Local Fiscal Recovery Funds (SLFRF) to authorize use of the American Rescue Plan Act (ARPA) funding. The approved plan allocated \$511,843 to install a public wireless internet network for census tract 6002 (Bayshore neighborhood). This innovative, leading edge capital project would bridge the digital divide and leverage SLFRF to fund the high up-front installation costs, which remain a barrier to public wi-fi provision.

Discussion

The installation of a public Wi-Fi network is a purchase eligible for procurement and installation through the Tucson Purchasing Cooperative. Tucson Purchasing Cooperative and other purchasing cooperatives have the ability to offer products and services at prices which have been assessed to be fair, reasonable and competitive. Smartwave Technologies LLC is a vendor that has an agreement with Tucson Purchasing Cooperative. If authorization is approved, the City will become a member of the Tucson Purchasing Cooperative through the execution of the City of Tucson Cooperative Purchasing Agreement which would allow Daly City to contract with Smartwave Technologies LLC using predetermined unit prices.

**Authorize the City Manager to Execute an Agreement with
Tucson Purchasing Cooperative and Smartwave Technologies, LLC for the
Purchase and Installation of a Public Wi-Fi Network in
Census Tract 6002 (Bayshore Community Wi-Fi project)
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Smartwave Technologies LLC is a well-known company for public Wi-Fi installation systems. They have successfully installed Wi-Fi systems for City of San Jose, County of San Mateo, City of Oakland, City of Dublin, and many other agencies.

If the contract is awarded as recommended, installation is anticipated to commence in March 2022 and be completed by July 2022.

Fiscal Impact

The service agreement with Smartwave Technologies LLC is in the amount of \$471,902.86. The amount includes the purchase and installation of equipment and two years of monitoring and maintenance needed for the Wi-Fi network system. In addition, staff recommends a contingency amount of approximately 10% of the project costs, \$48,097.14, and an additional \$70,000 for staff time for a total estimated project cost of \$590,000. The State and Local Fiscal Recovery Funds was approved at \$511,843 to cover the purchase and installation of equipment and 2 years of support costs. An additional appropriation of \$78,157.00 is needed in SLFRF funding to fully fund the project.

Summary/Conclusion

Staff recommends that the City Council:

- 1) Appropriate \$78,157.00 of State and Local Fiscal Recovery Funds (SLFRF) savings to the Bayshore Community Wi-Fi project;
- 2) Adopt a resolution authorizing the City Manager to execute an agreement, in a form acceptable to the City Attorney, with Tucson Purchasing Cooperative, to participate in cooperative purchasing;
- 3) Adopt a resolution authorizing the City Manager to execute an agreement, in a form acceptable to the City Attorney, with Smartwave Technologies LLC. of Alpharetta, Georgia, for the Bayshore Community Wi-Fi project in the amount of \$471,902.86;
- 4) Affirm the CEQA determination of Categorical Exemption; and
- 5) Approve the design for the Bayshore Community Wi-Fi project.

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

**Authorize the City Manager to Execute an Agreement with
Tucson Purchasing Cooperative and Smartwave Technologies, LLC for the
Purchase and Installation of a Public Wi-Fi Network in
Census Tract 6002 (Bayshore Community Wi-Fi project)
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Respectfully submitted,



Richard Chiu Jr.
Director of Public Works



Stephen Stolte
Assistant City Manager

Attachments:

1. Proposed Agreement with Smartwave Technologies LLC

**SERVICE AGREEMENT
FOR A PUBLIC WIRELESS INTERNET NETWORK
IN THE BAYSHORE NEIGHBORHOOD**

THIS AGREEMENT, made and entered into in the City of Daly City, County of San Mateo, State of California, the 16 day of February 2022, by and between the CITY OF DALY CITY, a Municipal Corporation, First Party, hereinafter called "City," and, SmartWAVE Technologies LLC, a Georgia Limited Liability Corporation, Second Party, hereinafter called "Contractor."

R E C I T A L S:

(a) City has undertaken appropriate proceedings to authorize purchase and installation of the public equipment, work and improvements herein provided, and the execution of this contract.

(b) City is in need of the following services: a public wireless internet network (public wi-fi) for census tract 6002 in the Bayshore neighborhood of the City. The public wi-fi network is considered an equipment purchase eligible for procurement and installation through the Tucson Purchasing Cooperative. Tucson Purchasing Cooperative has the authority to offer products and services at prices which has been assessed to be fair, reasonable and competitive.

(c) Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement of the terms and conditions described herein.

(d) City and Contractor desire to enter into this agreement for the purchase and installation of a public wireless internet network (public wi-fi) for census tract 6002 in the Bayshore neighborhood of the City under the terms and conditions herein.

IT IS AGREED, as follows:

1. Term. The Contractor shall have 100 consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

2. Services to be Performed. Contractor agrees, at its own cost and expense, furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with the City General Conditions, Standard Specifications and Drawings, which City General Conditions, Standard Specifications and Drawing are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. The Contractor acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to request Contractor to perform all tasks included therein.

3. The Contract Documents. The complete contract consists of the following documents: This Agreement, Exhibit "A", the Complete Plans, Special Provisions, General Conditions, referenced Specifications, subsequent Addenda, executed Change Orders, Noncollusion Affidavit, Subcontractor's List, Faithful Performance Bond, and Labor and Material Bond, all of which documents are made a part of this agreement.

All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

All the above-named documents are intended to cooperate, so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as "the contract documents."

4. The Contract Price. City shall pay, and Contractor shall accept, in full payment for the equipment and work above agreed, the price and the method of payment set forth in the attached Exhibit "B" If payment of the work set forth in the attached Exhibit "B" is to be made

by progress payments, then all provisions of Section 20104.50 of the Public Contract Codes and Section 685.10 of the Civil Procedures Code shall apply to said progress payments as stated in Section 66 of the General Conditions of the Contract.

It is further understood and agreed by and between the parties hereto that the City has the right to hold back an amount not to exceed 5% thereof from Contractor until fifty-five (55) days after final acceptance of the work by City and after Contractor shall have furnished City with a release of, or bond against, all claims against City, if required by City, arising under and by virtue of this contract, and work done, and materials furnished hereunder. In the event that there are any claims specifically excepted by Contractor, if permitted by City, from the operation of the release, there shall be retained by City stated amounts to be set forth herein, and approved by the City Engineer.

5. Option of City to Terminate Agreement in the Event of Failure to Complete Work. If the Contractor shall have refused or failed to prosecute the work, or any severable part thereof, in compliance with the Contract Documents for the subject project, or if the Contractor has failed to remedy any unsafe conditions resulting from Contractor's operations or from Contractor's failure to perform operations, or with such diligence as will insure its completion within the time specified, or any extensions thereof, or shall have failed to complete said work within such time, or if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor, or any subcontractor, should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, such notice to contain the reasons for such intention to terminate this agreement, and, unless within ten calendar days after serving of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be

made, this agreement may, at the option of the City, upon the expiration of said time, cease and terminate.

6. Disputes Pertaining to Payment for Work. Should any dispute arise respecting the true value of any work done, or any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

7. Permits and Care of Work. Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed, until completion and final acceptance.

It is understood and agreed that no representations are made by City with respect to topography, condition of land, location of property lines, building lines, and other physical factors affecting the performance of this agreement and Contractor represents to the City that Contractor is familiar with the work to be performed, which is based on Contractor's observation and investigation, and not on any representation made by City, its subsidiary agencies, or any of their officers, agents, or employees.

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of services hereunder.

8. Hold-Harmless Agreement and Contractor's Insurance. Contractor hereby agrees to, and shall indemnify and hold City, its subsidiary agencies, its elective and appointive

boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any of subcontractor's operations under this agreement, whether such operations be by Contractor or by any subcontractor, or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Contractor or any subcontractor or subcontractors. Contractor agrees to, and shall, defend City and its elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(a) That City does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Contractor, of any of the insurance policies described in the General Conditions.

(b) That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any subcontractor, regardless of whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

9. Insurance. Contractor shall not commence work under this contract until Contractor shall have obtained all insurance required under Section 56 of the General Conditions, and such insurance shall have been approved by City as to form, amount and carrier, nor shall Contractor allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) Workers' Compensation Insurance Indemnification. In addition to the requirements of Section 56, subparagraph (a) of the General Conditions, Contractor agrees to

indemnify the City and its subsidiary Agencies for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

(b) Public Liability and Property Damage Insurance. That in addition to the requirements of Section 56, subparagraph (b) through subparagraph (g) of the General Conditions, Contractor shall take out and maintain during the life of this contract, such public liability and property damage insurance that shall specifically name the City, its subsidiary agencies, and their elective and appointive boards, officers, agents and employees as additional insured, and by such reference cover the above from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any subcontractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or subcontractors.

(c) Proof of Insurance. That in addition to the requirements of Section 56 of the General Conditions, Contractor shall furnish to City, concurrently with the execution of all necessary documents, satisfactory proof of carriage of the insurance required.

10. Contract Security; Guaranty. Concurrently with the execution hereof, Contractor shall furnish (1), a surety bond in an amount equal to one hundred percent (100%) of the contract price, as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties of each of said bonds and the form thereof shall be satisfactory to the City Attorney. Contractor shall further provide a Guaranty for a period of one (1) year from the date of acceptance by City of the services under the Agreement. Such surety bonds and Guaranty shall be furnished by Contractor in accordance with the General Conditions, including but not limited to Sections 56, 57, and 82.

11. Performance by Sureties. In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement, provided, however, that if the sureties, within ten calendar days from the date of mailing to such sureties of notice of termination, do not give the City written notice of their intention to take over the performance of the agreement, and do not commence performance thereof within ten calendar days after notice to the City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method it may deem advisable, for the account, and at the expense of Contractor; and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

12. Provisions Cumulative. The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

13. Notice. All notices shall be in writing, and delivered in person or transmitted by mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer
City Hall
333 - 90th Street
Daly City, California 94015

Notices required to be given to Contractor shall be addressed as follows:

SmartWAVE Technologies LLC
2662 Holcomb Bridge Rd, #340
Alpharetta, GA 30022

Notices required to be given to sureties of Contractor shall be addressed to such sureties at their addresses as appear on the bonds.

14. Interpretation. As used herein, any gender includes each other gender; the singular includes the plural and vice versa.

15. Non-Assignment. In addition to the requirements of Section 18 of the General Conditions, this contract cannot be assigned involuntarily, or by operation of law, nor may the same be transferred in any manner whatsoever, without the prior written consent of the City Council.

16. Time is of the Essence. Contractor and the City agree that time is of the essence regarding the performance of this Agreement.

17. Independent Parties. Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and 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. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made 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 the Contractor.

18. Subcontractor Approval. Requests for subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of the City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

19. Reports. Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by the City.

Contractor shall, at such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement.

20. Records. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of the City or its designees at all proper times and gives the City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting

documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

21. Safety. The Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

The Contractor will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address

of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

22. Laws to be Observed. Contractor shall comply with all applicable laws, state, federal, and all ordinances, rules and regulations enacted or issued by City. In addition, the Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Daly City which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

23. 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 work projects. The Contractor and subcontractors must be registered with the DIR in accordance with the California Labor Code to be eligible for the project. More information about DIR registration can be viewed on the DIR's website:

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

A contractor or subcontractor shall not be qualified to be listed in a 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 proposal 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.

24. Labor Discrimination. No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

25. Storm Water Pollution Prevention and Application. In accordance with Article 79, Section 00700 of the City's General Conditions and application requirements of State and local laws, the Contractor shall perform all necessary measures to prevent pollutants created by the contract work from entering the storm drain system. The Contractor shall provide information requested on a questionnaire as Part 2 of the City's Permit Application for review and approval of the Engineer. The Permit Application is available on the City's website:

http://www.dalycity.org/City_Hall/Departments/public_works/Permits.htm

The Contractor shall submit the Storm Water Pollution Prevention Application during the pre-construction meeting. Further, the contractor will demonstrate to the City how the work will not breach the Storm Water Pollution Prevention (SWPP).

The Contractor shall take corrective actions for any enforcement orders or violations cited by the regulatory agency so authorized, such as the State Water Resources Control Board of the Regional Water Quality Control Board. The Contractor shall also be responsible for paying any fees or penalties assessed by the regulatory agency.

26. Conflict of Law. This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject

to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of San Mateo, State of California.

27. Advertisement. Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from the City to do otherwise.

28. Inserted Provisions. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove mentioned.

CITY OF DALY CITY, a Municipal Corporation

By: _____
City Manager

By: _____
City Clerk
First Party

SmartWAVE Technologies LLC,
a Georgia Limited Liability Corporation

By:  _____
Al Brown President/CEO Title


By: Kevin J Brangers, CFO/COO _____
Title
Second Party

P.W./Engineering
(01/11/2022)

EXHIBIT A

SCOPE OF SERVICES

SmartWAVE will deploy a Ruckus Mesh WiFi network in the 6002 Census Tract of Daly City. This network will consist of 80 Outdoor Mesh APs (plus 5 spares) and associated point to point and point to multipoint backhaul equipment. The purpose of the network is to provide broadband connectivity throughout the coverage area.

Target Coverage Area



Project Assumptions and Exclusions

Assumptions and Exclusions are as follows:

- 1) Professional Services include site survey, design, staging, configuration, installation and testing.
- 2) SmartWAVE will install 80 Mesh WiFi APs and backhaul equipment for supporting PTP and PTMP links.
- 3) All APs will be hosted on the SmartWAVE Cloud Controller and Data Analytics platform.
- 4) Internet services will be provided by the City. SmartWAVE will coordinate installation of Internet circuits and coordinate maintenance of the service with the Provider.
- 5) SmartWAVE is providing the Core Equipment (router, firewall, DHCP Services, etc) and is included as a separately priced item.
- 6) Design assumes all streetlight poles can be used for installation and have a 3-prong removable photocell adapter with 24/7 continuous power.
- 7) Traffic Control Plans are not included and assumes all traffic control will be placed in accordance with the MUTCD for traffic control work.
- 8) Permits fees are not included and assumes the City will waive permit fees.
- 9) SmartWAVE will provide post installation network monitoring, optimization, reporting and technician dispatch.
- 10) SmartWAVE did not include any electrical or conduit work and assumes these services, if required, are provided by others, or as a change order.

EXHIBIT B

COMPENSATION AND PAYMENT

WiFi Installation Products and Services + 2 Years Support

WiFi Infrastructure Project Pricing plus 2 Years Support: \$450,638.08

EQUIPMENT/MATERIALS DESCRIPTION	PART NUMBER	QUANTITY		UNIT PRICE
PTP and PTMP Materials				
SmartLink 24GHz Unlicensed PTP Link (Up to 1.4Gbps) - Materials (2-Siklu T614)	Item 6	1	ea	\$5,500.00
Siklu EH upgrade 500 to 1000Mbps, per ODU (EH-UPG-500-1000)	Part of Item 6	2	ea	\$0.00
Siklu 10GbE ETH/POE Surge Protection (AX-SRG-10G)	Part of Item 6	2	ea	\$0.00
Pole Mounting Brackets	Part of Item 6	2	ea	\$0.00
SmartLink 5GHz Unlicensed 100Mbps PTP Link - Materials (2-C5x)	Item 7	1	ea	\$2,000.00
4.9-6.4GHz 250mm Dish Ant. for CPE (N5-X20-2)	Part of Item 7	1	ea	\$0.00
Surge Protection Unit for CPE (NID)	Part of Item 7	2	ea	\$0.00
Pole/Wall Mount Equip for CPE (FlexmountXL)	Part of Item 7	2	ea	\$0.00
5GHz Unlicensed BSU - Materials (A5c)	Item 2	2	ea	\$2,000.00
RF Elements 5GHz Symmetrical Horn Carrier Class 30° HG3-CC-S30)	Part of Item 2	2	ea	\$0.00
RF Elements 5GHz Symmetrical Horn Carrier Class 60° HG3-CC-S60)	Part of Item 2	2	ea	\$0.00
Coax Jumper NM to NM 4'	Part of Item 2	8	ea	\$0.00
Pole Mounting Brackets	Part of Item 2	2	ea	\$0.00
5GHz Unlicensed SU - Materials (C5x)	Item 4	20	ea	\$1,000.00
4.9-6.4GHz 250mm Dish Ant. for C5x (N5-X20-2)	Part of Item 4	6	ea	\$0.00
4.9-6.4GHz 400mm Dish Ant. for C5x (N5-X25-2)	Part of Item 4	6	ea	\$0.00
Surge Protection Unit for CPE (NID)	Part of Item 4	20	ea	\$0.00
Pole/Wall Mount Equip for CPE (FlexmountXL)	Part of Item 4	20	ea	\$0.00
Ruckus WiFi Materials				
Ruckus SZ100 and VSCG License Upgrade for 1 AP	L09-0001-SG00 Item 20	85	ea	\$65.00
Ruckus Smartcell Insight Management Software License for 1 AP	909-SCIL-0000 Item 20	85	ea	\$10.00
Ruckus T610 802.11ac Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, POE in, IP67	901-T610-US01 Item 20	78	ea	\$1,297.00
Ruckus T610s 802.11ac Outdoor Wireless Access Point, 4x4:4 Stream, 120 degree sector Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, POE in, IP-67	901-T610-US51 Item 20	7	ea	\$1,297.00
Mounting Kits for Ruckus T610/T610s	901-0125-0000 Item 20	85	ea	\$84.00
Switches and Other Installation Materials				
Industrial Managed Switch 8-10/100/1000BASE TX POE +4GIG SFP SW	SISPM1040-384-LRT-C Item 23	1	ea	\$1,158.00
Managed Hardened Gigabit Ethernet PoE++ Switch - (8) 10/100/1000 PoE++ ports with (2) 100/1000 dual speed SFP slots	SISPM1040-582-LRT Item 23	1	ea	\$1,241.00
48VDC 2.5A Universal AC Power Supply, DIN Rail Mount	25104 Item 23	2	ea	\$393.00
Outdoor Rated 6-Port Gigabit L2+ Managed 802.3af/at PoE Switch with 4 PoE Ports and 2 SFP Fiber Gigabit Ports, 30W Per PoE Port, 120W Total	LPS3400ATM-T1 Item 23	21	ea	\$680.00
Outdoor Rated 6-Port Gigabit Managed High Power 802.3bt PoE Switch with 4 PoE Ports and 2 SFP Fiber Gigabit Ports, 90W Per PoE Port, 300W Total	LPS3400ATMP-300-T1 Item 23	1	ea	\$821.00
LinkPower APC1048 802.3af to 48V Passive PoE Converter, 10/100/1000/ Mbps, 2KV Surge Protection, 48V DC, 12W Output, Pin 4, 5, 7, & 8	APC1048V2 Item 23	22	ea	\$31.00

Outdoor Pole Mounting Kit for Outdoor Switch	MMK0001-L Item 23	22	ea	\$50.00
Outdoor Rated 2-Port 10/100/1000Mbps PoE Injector, Supports IEEE802.3af/at. PoE Port Output: 30W	SWPIS2030 Item 23	57	ea	\$193.00
Mast & Pole Mounting Kit for PIS2030/2060/2090	MMK0001-XS Item 23	57	ea	\$31.00
Photocell Power Tap Continuous On; 120V; Base– Standard 7-pin Twist-lock per ANSI; C136.10; Cord length – 20 ft	SW-5771-20-1 Item 23	79	ea	\$133.00
Non-penetrating SLED Mount, 8ft Mast, Protective Mat, Blocks, etc	SWSLED8FT Item 23	2	ea	\$360.00
Outdoor rated CAT6 Cabling Materials, Shielded Connectors, and Ground Wire	SWCAT60D Item 23	5	ea	\$108.00
Outdoor rated POE Surge Protection 100/1000Mbps	SWCMJPOE8A Item 23	10	ea	\$108.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
Partner WatchDog Support for vSCG License supporting 1 Ruckus AP - 5 Year	S02-0001-1LSG Item 21	85	ea	\$20.00
Partner WatchDog Support for SmartCell Insight, Single AP - 5 Year	802-SCIL-1L00 Item 21	85	ea	\$3.00
SmartWave Technical Support - Network Monitoring, Optimization and Reporting and Technician Dispatch - 2 Years (\$360/year)	Item 13	111	ea	\$720.00
Professional Services				
SmartLink 24GHz Unlicensed PTP Link (Up to 1.4Gbps) - Installation Services	Item 6	1	ea	\$4,000.00
SmartLink 5GHz Unlicensed 100Mbps PTP Link - Installation Services	Item 7	1	ea	\$4,000.00
5GHz Unlicensed BSU - Installation Services	Item 2	2	ea	\$3,000.00
5GHz Unlicensed SU - Installation Services	Item 4	20	ea	\$1,000.00
Pole Mounted Gateway Mesh Node - Installation Services	Item 8	80	ea	\$1,000.00
Senior RF/Network Engineer Hourly Rate	Item 24	88	hrs	\$135.00
RF/Network Technician Hourly Rate	Item 26	182	hrs	\$75.00
Project Manager Hourly Rate	Item 25	27	hrs	\$110.00
PRICING SUMMARY				
Materials/Equip	\$	200,943.00		
Lic/Support (2-Years)	\$	81,875.00		
Professional Services	\$	139,530.00		
P/P Bond	\$	8,446.96		
Sales Tax (9.875%)	\$	19,843.12		
Grand Total	\$	450,638.08		

NOTE: Ruckus WiFi Access Points, Licenses and Partner WatchDog Support for Year 1 have been purchased under a separate PO #20862 for a total of \$125,715.00. For the avoidance of doubt, Services provided by SmartWAVE under this Agreement shall include such Ruckus WiFi Access Points, Licenses and Partner WatchDog Support for Year 1; therefore, the contract amount for this scope of work is for a total of \$450,638.08, and Client will provide payment to SmartWAVE for all Services including work under such PO #20862 and SmartWAVE shall settle payment with all subcontractors and material suppliers.

Pricing Notes:				
1. Taxes are included for hardware items.				
2. Payment Terms are Net-30 upon receipt of an invoice.				
3. SmartWave will retain ownership of the equipment until payment is made in full.				
4. Professional Services include site survey, design, staging, configuration, installation and testing.				
5. Price is based on quantity of radios listed and subject to change upon completion of the design.				
6. Price assumes use of SmartWAVE's Cloud Controller.				
7. Price assumes Internet access available at 1 location in the coverage area.				
8. Price assumes space is available in facilities to install NEMA enclosure to house Fiber Switches.				
9. Price assumes all Mesh Node and Wireless Gateway Mesh Node locations can be powered via Photocell at Street Light locations.				
10. Price assumes all street lights and traffic signals in coverage area are accessible for equipment installation.				
11. Price assumes all street lights have 24/7 power and 3-prong or 7-pin removable photocell adapter.				

12. Price includes Traffic Plans as needed for Permits. Assumes 1 plan per install type.			
13. Price is based on coverage to the front door of household locations in the target area. Price does not include Golf Courses, industrial space, etc.			
14. Price assumes access to all City assets in the coverage area.			
15. Price assumes standard working hours of 8am-5pm, M-F.			
16. Price assumes no circuit tracing or voltage drop calculations are required.			
17. Price for Core Network Infrastructure (Firewall, DHCP Services, Router, etc) is quoted separately.			
18. Price includes 2 Years of post installation support to include network monitoring, optimization, revision level upgrades and technician dispatch.			
19. Price assumes no electrical remediation or conduit work is required.			
20. Price assumes no structural analysis are required.			
21. Price is based on Tucson Cooperative Agreement #120558.			

WiFi Support Services – Years 3, 4 and 5 (Option)

EQUIPMENT/MATERIALS DESCRIPTION	PART NUMBER	QUANTITY		UNIT PRICE
Manufacturer Support, Network Monitoring/Optimization and Reporting				
SmartWave Technical Support - Network Monitoring, Optimization and Reporting and Technician Dispatch - 3 Years (\$360/year)	Item 13	111	ea	\$1,080.00
PRICING SUMMARY				
Support (3-Years)		\$	119,880.00	
Sales Tax (N/A)			Not Applicable	
Grand Total		\$	119,880.00	

Core Infrastructure Products and Services + 2 Years Support

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
Firewall Equipment and Subscription				
Fortinet FortiGate Rugged FGR-60F-3G4G Network Security/Firewall Appliance - 6 Port - 10/100/1000Base-T, 1000Base-X - Gigabit Ethernet - AES (256-bit), SHA-256 - 100 VPN - 6 x RJ-45 - 2 Total Expansion Slots - 5 Year Forticare and Fortiguard Enterprise Protection - Desktop, DIN Rail Mountable, Wall Mountable - 5 Year Support	FGR60F3G4G-60 Item 23	1	ea	\$12,137.00
NEMA Enclosure	NEMA Item 23	1	ea	\$600.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - 2 Years	Item 13	1	ea	\$720.00
Professional Services				
Senior RF/Network Engineer Hourly Rate	Item 24	40	hrs	\$ 135.00
RF/Network Technician Hourly Rate	Item 26	8	hrs	\$ 75.00
Project Manager Hourly Rate	Item 25	5	hrs	\$ 110.00
PRICING				
Materials/Equip		\$12,737.00		
Professional Svcs		\$6,550.00		
Remote Support (2YRS)		\$720.00		
Tax (9.875%)		\$1,257.78		
GRAND TOTAL		\$21,264.78		

Scope of Core Infrastructure Services shall include:

- Any and all coordination with Comcast to install and provide services to a location designated by SmartWAVE with Client's consent
- Shall cover 2-years beyond the Final Acceptance date as defined in the Agreement, inclusive of the 1-year guarantee period defined in the Agreement
- Pricing above for the Core Infrastructure Services includes all necessary annual support / maintenance services for the 2-year period quoted



City Council Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Amendment to the Professional Services Agreement with Park Engineering, Inc. for Construction Management and Support Services for the Central Corridor Bicycle and Pedestrian Safety Improvements Project

Recommended Action

Approve and authorize the City Manager to execute an amendment to the professional services agreement with Park Engineering, Inc. of Orinda, California, to provide additional construction management and support services for the Central Corridor Bicycle and Pedestrian Safety Improvements Project.

Background

On October 12, 2020, City Council awarded a contract to Park Engineering, Inc. to provide construction support services for the Central Corridor Bicycle and Pedestrian Safety Improvements Project in an amount not to exceed \$197,825.74. The grant funded project includes both bicycle and pedestrian improvements, sidewalk gap closure and captures the few remaining bicycle and pedestrian improvements identified in the City's 2013 Bicycle and Pedestrian Master Plan.

Discussion

The existing agreement with Park Engineering, Inc. provided services for approximately eight months. Construction started in February 2020 and due to unforeseen utility conflicts encountered during construction and long lead times for material delivery, the project experienced some delays. Construction support services and administration of the grant requirements are anticipated through August 2022. The proposed \$30,000 amendment includes budget for additional construction management and support services, for a total contract amount of \$227,825.74.

Fiscal Impact

There is sufficient budget in the approved Fiscal Year 2020-21 Transportation Fund – Central Corridor Bicycle and Pedestrian Improvements project account 17-312-638 to fully fund the proposed amendment to the professional services agreement.

Summary/Conclusion

Staff recommends that the City Council approve and authorize the City Manager to execute an amendment to the professional services agreement with Park Engineering, Inc. of Orinda, California, for additional construction management and support services in an amount of \$30,000 for a total not to exceed amount of \$227,825.74.

**Amendment to the Professional Services Agreement with Park Engineering, Inc.
for Construction Management and Support Services for the Central Corridor
Bicycle and Pedestrian Safety Improvements Project
Meeting Date: February 28, 2022
Page 2 of 2**

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

Respectfully submitted,



Shirley Chan
Traffic Engineer



Richard Chiu Jr.
Director of Public Works

Attachment:

1. Park Engineering, Inc. Agreement Amendment



**CITY OF DALY CITY
PROFESSIONAL SERVICES AGREEMENT WITH
KITTELSON & ASSOCIATES, INC. FOR TRAVEL
DEMAND MODELING SERVICES**

CONTRACT CHANGE ORDER NO. 1 Pages 1-3

DATE:	February 8, 2022
OWNER:	City of Daly City Kevin Fehr, City Engineer 333 90 th Street, Daly City, CA 94015 (650) 991-8163
CONSULTANT:	Park Engineering, Inc. 372 Village Square Orinda, CA 94563

I. DESCRIPTION OF AGREEMENT AMENDMENT

- A. The Professional Services Agreement with Park Engineering, Inc. Inc. for additional construction support services for the Central Corridor Bicycle and Pedestrian Improvements project in the amount of \$30,000 for a total not to exceed contract amount of \$227,825.74 and to extend the agreement an additional 2 years to August 31, 2022 per attached proposal November 24, 2021. \$30,000.00

TOTAL \$30,000.00

II. CONDITIONS OF AGREEMENT AMENDMENT

It is understood and agreed that this Agreement Amendment is pursuant to and in accordance with other relevant provisions, conditions and requirements contained in the fully executed agreement dated October 12, 2020.

The Consultant is responsible for reaching settlements with all subconsultants, suppliers and vendors whose work, materials or services were associated with this Agreement Amendment, including all claims arising out of this Agreement Amendment and holds the City of Daly City harmless from any and all claims and defense costs relating to such entities.

III. ADDITIONAL CONDITIONS OF AGREEMENT AMENDMENT

Amendment hereby extends the contract an additional 2 years to August 31, 2022.

IV. COST ANALYSIS

Original Agreement Total:	\$197,825.74
Agreement Amendment No. 1:	\$30,000.00
Revised Current Agreement Total	\$227,825.74
All Agreement Amendments as Percentage of Original Agreement Total	15.2%

ACCEPTED:

CONSULTANT:
Park Engineering, Inc.

BY: 
Jaemin Park
President

DATE: 02/08/2022

ACCEPTED:

OWNER:
City of Daly City

BY: _____
Kevin Fehr,
City Engineer

DATE: _____

BY: _____
Richard Chiu, Jr.
Public Works Director

DATE: _____

BY: _____
Shawwna Maltbie
City Manager

DATE: _____



November 24, 2021

Ms. Shirley Chan, Senior Civil Engineer
City of Daly City, Public Works Department
333 90th Street
Daly City, CA 94015

Dear Shirley,

As previously discussed, Park Engineering Inspection Services budget for the City's Central Corridor Bicycle & Pedestrian Safety Improvements Project (Federal Project No. ATPL-5196(040)) has been expended with project work still to be completed.

Our original inspection and materials testing budget was based on information provided by the City for 100-days of an estimated duration, with a small allowance of overtime. Field work is nearly complete but, to date, the construction efforts has experienced a number of delays – utility conflicts with per plan drainage and electrical work, COVID manufacturing impacts to various materials, and utility relocation delays to concrete improvements. These impacts total to an approximate 60 working day time extension to the original project duration. This extension has expended the original inspection budget prior to completion of the field work and close-out effort on the project files.

As none of the time extension impacts were a result of Park Engineering's effort on the project, enclosed please find an additional budget estimate of \$30,000 for Construction Inspection Services to complete the project through the end of 2021. This estimate includes field time for the remaining electrical, striping & signing work, scheduled to complete in early December, as well as hours to complete final payment to the Contractor and overall project files / documentation. There is also a small allowance for any remaining materials testing invoices to be paid.

If there are any questions, or if any additional information is needed, please contact me on my mobile at 510-701-0319 or at spatterson@park-eng.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Patterson", written over a light blue circular stamp.

Steve Patterson, P.E.
Vice President

Attachment

Orinda Office
372 Village Square
Orinda, CA 94563
Tel: 925-257-2508
Fax: 925-401-7030

Emeryville Office
3960 Adeline Street, #3
Emeryville, CA 94608
Tel: 925-257-2508
Fax: 925-401-7030



City Council Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Appropriate Funds and Authorize the City Manager to Increase the Construction Contract and Execute an Amendment to the Professional Services Agreement for the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance Project

Recommended Action

Staff recommends that the City Council:

1. Appropriate \$1,288,490 of Mussel Rock Landfill Maintenance Fees for the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance project;
2. Authorize the City Manager to increase the construction contract amount with Brannon Corporation of Morgan Hill, California from its current amount of \$798,169 by up to an additional \$976,900, plus a total contingency of \$266,260 (15%), for a total maximum construction contract amount of \$2,041,329; and
3. Authorize the City Manager to execute Amendment #1 to the agreement for professional services with Anchor Engineering, Inc. of Lafayette, California, to perform additional construction management and support services in the amount of \$133,640.00, for a total contract amount of \$295,202.00.

Background

On April 26, 2021, City Council awarded a contract to Brannon Corporation in the amount of \$798,169 for construction of the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance project.

On June 28, 2021, City Council awarded a contract to Anchor Engineering, Inc. in the amount of \$161,562.00 for the construction management and support services for the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance project.

The project includes relocation of an existing drainage system, reconstruction of existing gabion walls, site grading, slope maintenance, culvert cleaning and miscellaneous site maintenance. Maintenance work at the Mussel Rock Landfill is conducted in compliance with regulatory requirements of the Regional Water Quality Control Board, the California Coastal Commission, and the County of San Mateo. Project activities involve maintenance on the Lower Disposal Area which is located in the western and southwestern portion of the landfill.

In mid-January, staff became aware that solid waste material has been exposed along the highest point of the bluffs to the west of the Upper Disposal Area, located in the northeastern portion of the

landfill. Simultaneously, staff observed that earthen materials from an active landslide between the beach and the Upper Disposal Area have reached the beach below. Small pieces of waste material appear to be mixed into the earthen materials. City staff immediately engaged regulatory agencies and on February 7, 2022 issued a written notification.

Discussion

Due to the unique geologic and seismic conditions on the site, its vicinity to the Pacific Ocean, regulatory requirements, and the complex nature of the landfill itself, the project has encountered various unforeseen conditions. Adverse weather conditions between October and December significantly delayed construction activities. As construction resumed, excavation under the landfill cap in the southwest portion of the site exposed unanticipated wet soil conditions. These areas require additional excavation and drainage improvements to stabilize the area before construction equipment can proceed with grading activities. Due to these unanticipated conditions, additional excavation and solid waste relocation will be required. Finally, during maintenance of the silting basin in the northeast portion of the site, staff discovered that the drainage system for the silting basin was damaged and requires significant repair.

Staff is also proposing to engaged Brannon Corporation to pull back of approximately 890 cubic yards of material from the western limits of the Upper Disposal Area, following observation of exposed waste materials.

In total, unforeseen conditions and interim mitigation of the exposed waste at the Upper Disposal Area are anticipated to cost \$1,243,160 (including contingency) above the current construction contract price. Additional work will be required to investigate removal of the materials that have reached the beach below in consultation with regulatory agencies.

In addition to increasing the construction contract, an additional \$133,640 for Anchor Engineering and an additional \$46,360 for staff time, is needed to support the project.

Staff are continuing to monitor and evaluate the exposed waste at the Upper Disposal Area, the active landslide that is occurring adjacent to its western boundary, and is engaging technical consultants to further evaluate the limits of the Upper Disposal Area, the landslide, property rights, and regulatory permit requirements. More information will be brought back to City Council for consideration at an upcoming meeting.

Fiscal Impact

The total additional cost needed is \$1,423,160. Currently, \$134,670 remains in the previously approved and appropriated Fiscal Year 2021-22 General Fund CIP – Mussel Rock Gabion Wall and Landfill Drainage project account 31-310-554.

If approved, this action will appropriate \$1,288,490 to fully fund the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance project. There are sufficient funds in the Mussel Rock Landfill Maintenance Fees for this action.

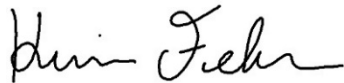
Summary/Conclusion

Staff recommends that the City Council:

1. Appropriate \$1,288,490 of Mussel Rock Landfill Maintenance Fees for the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance project;
2. Authorize the City Manager to increase the construction contract amount with Brannon Corporation of Morgan Hill, California from its current amount of \$798,169 by up to an additional \$976,900, plus a total contingency of \$266,260 (15%), for a total maximum construction contract amount of \$2,041,329; and
3. Authorize the City Manager to execute Amendment #1 to the agreement for professional services with Anchor Engineering, Inc. of Lafayette, California, to perform additional construction management and support services in the amount of \$133,640.00, for a total contract amount of \$295,202.00.

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

Respectfully submitted,



Kevin Fehr
City Engineer



Richard Chiu, Jr.
Director of Public Works



City Council Meeting Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Accept \$441,345.64 Grant from the State Water Resources Control Board

Recommended Action

Staff recommends that the City Council accept a \$441,345.64 grant from the State Water Resources Control Board (State Water Board) through its California Water and Wastewater Arrearage Payment Program. The program utilizes funds from the American Rescue Plan Act of 2021 (ARPA) to provide financial relief to residential and commercial customers for unpaid water bill debt resulting from the COVID-19 pandemic.

Background/Discussion

The COVID-19 pandemic has made it difficult for many residents to pay their bills. Through \$985 million in Federal funding from ARPA, the State Water Board created the California Water and Wastewater Arrearage Payment Program (Program) to provide relief for unpaid water bills related to the pandemic. This funding covers water debt accrued between March 4, 2020, and June 15, 2021, for residential and commercial customers.

The Daly City Department of Water and Wastewater Resources applied for and was awarded over \$440,000 from the State Water Board through the California Water and Wastewater Arrearages Payment Program. The funds received will assist over a thousand Daly City water customers, 960 residential (\$399,920.77), and 48 commercial (\$28,570.14). The funds will be directly applied to water accounts as bill credits to help customers address past-due bills incurred during the COVID-19 pandemic bill relief period. Customers will be notified of the amounts credited to their accounts within 60 days of receiving Program funds. Program funds may only be used to cover residential and/or commercial arrearages that have accrued during the COVID-19 pandemic bill relief period.

Fiscal Impact

The Daly City Finance Department will apply \$428,490.91 in credits to 1,008 water accounts that are over 60 days past due and were incurred between March 4, 2020, and June 15, 2021. The remaining \$12,854.73 of Program funds represent 3% of the water bill credits. The State Water Board adds the 3% for administrative costs for customer notification.

Summary/Conclusion

Staff is requesting that the City Council accept this grant from the State Water Board to assist Daly City residents in paying their outstanding water bills due to financial hardships caused by the COVID-19 pandemic.

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

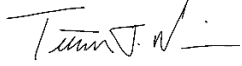
Respectfully submitted,

City Council Agenda Report

Subject: Accept \$441,345.64 Grant from the State Water Resources Control Board

Meeting Date: February 28, 2022

Page 2 of 2

A handwritten signature in black ink, appearing to read "Timothy Nevin".

Timothy Nevin
Director of Finance and Administrative Services

A handwritten signature in blue ink, appearing to read "Thomas J. Piccolotti".

Thomas J. Piccolotti
Director of Water and Wastewater Resources



City Council Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Setting Time and Place of Public Hearing – Proposed Revision to Ordinance No. 1374 Section 2.16.020 Arts and Culture Commission Duties in Chapter 2.16 of the Daly City Municipal Code

Recommended Action

Staff recommends that the City Council set March 14, 2022, at 7:00PM as the date and time for a public hearing regarding the revision of Section 2.16.020 (Duties) of Ordinance No. 1374, “The Creation of an Arts and Culture Commission,” in Chapter 2.16 of Title 2 of the Daly City Municipal Code.

Background

Over the course of 2020, Arts and Culture Commissioners engaged in dialogue on the revision of their duties prescribed by the City Council-approved Ordinance No. 1374 that created the Arts and Culture Commission. During the public hearing, the City Council would consider the requested changes.

Summary/Conclusion

Staff recommends that the City Council set March 14, 2022, at 7:00PM as the date and time for a public hearing regarding the revision of Section 2.16.020 (Duties) of Ordinance No. 1374, “The Creation of an Arts and Culture Commission,” in Chapter 2.16 of Title 2 of the Daly City Municipal Code.

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

Respectfully submitted,

Stephen Stolte
Assistant City Manager

Attachments: Ordinance No. 1374 – The Creation of an Arts and Culture Commission

ORDINANCE NO. 1374

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DALY CITY REPEALING
AND REPLACING CHAPTER 2.16 OF THE DALY CITY MUNICIPAL CODE
RE: THE CREATION OF AN ARTS AND CULTURE COMMISSION

The City Council of the City of Daly City, County of San Mateo, State of California,
ORDAINS as follows:

SECTION 1: Chapter 2.16 of Title 2 of the Daly City Municipal Code is hereby
repealed and shall be replaced as follows:

Chapter 2.16

ARTS AND CULTURE COMMISSION

2.16.010 Creation – Members – Term – Vacancy.

An arts and culture commission is created and shall consist of five members who shall be appointed by the city council and serve at the council's pleasure, none of whom shall hold any paid office or employment in the city government. Members shall be qualified electors of the city and shall serve for a term of four years. The four-year terms of the commission members shall be staggered. In order to achieve staggered terms, two of the members first appointed to the commission shall be assigned by lot a term for two years and the remaining commission members shall be assigned by lot a term for four years. All members must remain residents of the city while serving on the arts and culture commission. The members shall not receive any compensation for their attendance of commission meetings or any other services rendered as a commission member; provided, however, that any actual and necessary expenses incurred by a commission member in the performance of his or her duties on the commission may be paid if funds are available in the budget approved by the city council and the individual expenses are approved by the city manager or designee. Any vacancy occurring other than by expiration of a term of office shall be filled by city council appointment for the unexpired portion of the term.

2.16.020 Duties.

The arts and culture commission shall have the following duties:

- A. To advise the city council on all matters affecting the culture of the city and to advise and assist other city boards and commissions in the field of the fine arts;
- B. To encourage programs in the fine arts and to promote the cultural enrichment of the community;
- C. To establish an effective liaison between the city and local cultural and artistic groups;
- D. To undertake and carry out all functions reasonably necessary to accomplish the objectives and to discharge the functions of the commission; and to exercise such other functions as may be prescribed by the city council.

2.16.030 Qualification of Commissioners.

Commissioners shall be those persons who have demonstrated a strong commitment to the arts through individual patronage, education, or professional experience or knowledge of a particular arts and culture field, and the general public. Efforts should be made to include Commissioners who represent a diversity of backgrounds. Commissioners shall commit to volunteering time to serve on the board which meets monthly, and on an ad hoc basis as needed. In selecting Commissioners, city council members shall consider whether candidates would be able to effectively and ethically serve in light of any foreseeable conflicts of interest.

2.16.040 Meetings.

The arts and culture commission shall hold at least one regular meeting in each month at such time and place within the city as the commission may determine by resolution. Three members of the commission shall constitute a quorum for the transaction of business. A majority of the quorum shall have the authority to act on any matter regularly coming before the commission. Meetings may be adjourned or special meetings called in compliance with the provisions of the Ralph M. Brown Act (commencing with Government Code Section 54950) or as may hereafter be amended.

2.16.050 Rules.

The arts and culture commission by resolution may adopt rules for the election and terms of its officers, for the transaction of business, and shall keep a record of its resolutions, transactions, findings and determinations, which shall be a public record.

SECTION 2: **Severability.**

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

SECTION 3: The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15378, that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project as provided by the Act, in that it does not have a potential for resulting in a detrimental physical change in the environment, directly or ultimately, as provided in Title 14, Section 15378(a), and that it is also exempt under the definition of "project" in Section 15378(b)(3) in that it concern general policy and procedure making.

SECTION 4:

Publication and Effective Date. Pursuant to the provisions of Government Code Section 36933, a summary of this ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this ordinance is scheduled to be adopted, the City Clerk shall (1) publish the summary, and (2) post it in the City Clerk's Office a certified copy of this ordinance. Within fifteen (15) days after the adoption of this ordinance, the City Clerk shall (1) publish the summary and (2) post in the City Clerk's Office a certified copy of the full text of this ordinance along with the names of those City Council members voting for and against this ordinance or otherwise voting. This ordinance shall be in full force and effect thirty (30) days after adoption by the City Council of the City of Daly City.

Introduced this 12th day of November, 2013.

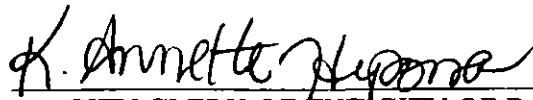
Passed and adopted as an Ordinance of the City of Daly City at a regular meeting of the City Council of the City of Daly City held on the 9th day of December, 2013, by the following vote:

AYES, Councilmembers _____ Buenaventura, Guingona, Klatt _____

_____ Torres, Canepa _____

NOES, Councilmembers _____ None _____

Absent, Councilmembers: _____ None _____



CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

DAVID J. CANEPA

MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Setting Time and Place of Public Hearing – Proposed Ordinance Amending Chapter 8.64 – Regulating the Use of Disposable Food Service Ware by Food Facilities

Recommended Action

Staff recommends that the City Council set March 14, 2022 at 7:00 p.m. as the date and time for a public hearing – Ordinance Amending Chapter 8.64 – Regulating the Use of Disposable Food Service Ware by Food Facilities to align with recent legislation mandates.

Background

On September 13, 2021, the City Council unanimously adopted a Disposable Food Service Ware Ordinance to address plastic pollution by eliminating the unnecessary distribution and use of single-use plastics. This Ordinance repealed and replaced Chapter 8.64 of the Daly City Municipal Code and builds upon previous City regulations that prohibited food vendors from using polystyrene-based disposable food service ware.

Effective October 1, 2022, the City's new regulation, modeled after the County of San Mateo, requires Daly City food facilities to transition to non-plastic alternatives—natural fiber-based products, such as paper, sugarcane, bamboo, and wood. Reusable alternatives shall be provided in place of disposable foodware, wherever practicable. Food facilities must also regulate the distribution of compliant disposable foodware accessories.

On October 5, 2021, the State adopted two Assembly Bills (AB) that will directly impact the City's new regulation. AB 1276 expands AB 1884 adopted in 2018 which required full-service restaurants to provide single-use plastic straws *only* upon consumer request, versus distributing them automatically without a specific request from the consumer. Under AB 1276, food facilities must go beyond just plastic straws and require consumers to request additional foodware accessories such as utensils, stirrers, splash sticks, and condiment packets. AB 1200 prohibits the sale or distribution of single-use foodware comprised of paper or other plant-based natural fiber that contains intentionally added PFAS.

Summary/Conclusion

Staff recommends that the City Council set March 14, 2022 at 7:00 p.m. as the date and time for a public hearing – Ordinance Amending Chapter 8.64 – Regulating the Use of Disposable Food Service Ware by Food Facilities to align with recent legislation mandates.

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

Respectfully submitted,

Leilani Ramos
Assistant to the City Manager



City Council Meeting Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Setting Time and Place for a Public Hearing to Consider an Ordinance Revision to Increase Small Business Commission Meeting Frequency from Six to Twelve Regularly Scheduled Meetings Per Year

Recommended Action

Set a public hearing for Monday, March 28, 2022 at 7:00p.m. to consider ordinance revisions to increase Small Business Commission meeting frequency from six (6) to twelve (12) regularly scheduled meetings per year.

Background

In January 2020, City Council adopted ordinance number 1435 which added chapter 2.58 to the Daly City municipal code establishing a Small Business Commission. As written in the approved ordinance, the five-member Commission holds six (6) regularly scheduled meetings per year taking place at 7:00p.m. on the second Thursday of every other month.

In late-2021, based on feedback from City Council and members of the Small Business Commission, it was indicated to staff that there was interest in increasing the frequency of Small Business Commission meetings from six (6) to twelve (12) regularly scheduled meetings per year. To confirm this interest, staff distributed a survey to Small Business Commissioners in November 2021 requesting their feedback and comment.

The results of the survey demonstrated unanimous interest from members of the Small Business Commission in increasing the frequency of regularly scheduled Small Business Commission meetings from six (6) to twelve (12) meetings per year.

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

Respectfully submitted,

Brandon Phipps
Economic Development Specialist

Tatum Mothershead
Director, Economic and Community Development



City Council Meeting Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Consideration of Proposals for the Hotel Parcel at 1837 Junipero Serra Boulevard

Discussion

On February 15, 2022, the City Council received presentations from and interviewed four developer teams that are interested in developing the City's hotel parcel at 1837 Junipero Serra Boulevard. At that meeting, the City Council only received the information and did not have the opportunity to deliberate on the developers' qualifications, the project proposals, or the developers' fit within the community. At the meeting of February 28, 2022, the City Council has the opportunity to discuss the proposals that were submitted. It is recommended that the Council select which developers will be progressing to the next step, the submittal of a term sheet, which will be described below.

Summary of Development Proposals

The updated **AF Canta, Inc. and IBF Hospitality/Ray Bhai** submittal includes Kollin Altimore Architects as the architect and proposes an approximately 200-key "boutique hotel" concept with ancillary amenities/facilities, with no hotel flag or brand proposed. Financial projections indicate a \$1.5 million land cost/purchase price and \$100.7 million in total project costs. One portion of the document shows \$40.3 million in equity, and another portion of the document shows \$35.3 million in equity. Evidence of financial wherewithal is made via letter from J.P. Morgan that the Bhai Family has over \$60 million balance on hand.

The updated **Majestic Hospitality and Equinox Hospitality** submittal reflects Majestic Hospitality and Equinox Hospitality as development partners, with TS Architects Inc. as the architect. This submittal proposes an approximately 200-key "boutique hotel" concept with ancillary amenities/facilities, with no hotel flag or brand proposed. Financial data^{ae} is provided for project examples, but no specific evidence of financial wherewithal is provided for the hotel site.

The **JM McLennan Development** submittal reflects a mixed-use hotel/residential concept, including 230 residential/hotel units, a 30,000 square foot conference center, and a 30,000 square foot athletic club. The submittal includes Bridge Housing as a potential residential development partner and Heller Manus Architects as project architect. A \$250,000 deposit is offered for a 10-month due diligence period with a 90-day extension for \$50,000, at which time the deposit would become non-refundable and passed through to the City if the developer decides to move forward. Evidence of financial wherewithal is provided via commitment letters from non-profit Bridge Housing and GSR Financial, which has reached out to financial institutions and investors regarding interest in the hotel site with a range of \$100 to \$138 million in total project costs.

The **Phase 3 Real Estate Partners, Inc.** submittal reflects a research and development (R&D) office concept, including approximately 210,000 square feet of office space, with interest to

develop additional square footage if the City would be interested in a larger development concept. The submittal includes Bain Capital Real Estate as a development/financial partner, which has invested \$4.3 billion of equity in over 400 projects across multiple sectors since 2010. Specific financial data and evidence of financial wherewithal is not provided at this point. Of note, the submittal acknowledges that, while an R&D project would not be subject to the same level of taxation as a hotel project, Phase 3 is open to devising a structure that produces comparable long-term revenue for the City.

Next Steps

Staff recommends that the City Council select the developer team(s) they would like to have progress to a second round and direct staff to work with selected developers to submit a Term Sheet that further details their proposal for the development of the site. Some of those details would include:

1. Buyer (type of entity)
2. Purchase price (at fair market value or necessary subsidy, with corresponding project proforma / evidence of financial feasibility)
3. Deposit (associated with City reimbursement for processing/negotiation expenses vis-à-vis a Disposition and Development Agreement, including when non-refundable)
4. Source(s) of funds (equity and debt)
5. Due diligence period
6. Due diligence and closing contingencies
7. Closing timing
8. Expected obligations of City (if applicable)
9. Proposed project description and schedule
10. Qualitative and quantitative overview of economic and community benefits from project (e.g., tax revenues)
11. Other relevant terms (assumption regarding expected use of union labor for construction and/or operation, covenants, buy back provisions, etc.)

Based on the information provided in the Term Sheet, the City Council can then select a preferred developer for the Site. Once preferred developers are selected, the Council can pursue negotiations with said developer with the goal of entering into an Exclusive Negotiation Agreement (ENA).

Respectfully submitted,



Tatum Mothershead

Director, Economic and Community Development



City Council Agenda Report

Item # _____

Meeting Date: February 28, 2022

Subject: Accept Per Capita Program Grant, Appropriate Funds, and Award of Contract for the Polaris Park Improvement Project

Recommended Action

Staff recommends the City Council:

1. Accept Per Capita Program grant funds totaling \$244,645;
2. Appropriate \$130,355 of Park Land Dedication Fees and \$244,645 Per Capita Program grant to fully fund the project;
3. Award a contract to Ross Recreation Equipment, Inc., in the amount of \$243,336.39; and
4. Authorize the City Manager to execute all necessary contracts to complete the project.

Background

On October 25, 2021, the City Council approved Resolution No. 21-141, "Approving Applications for Per Capita Grant Funds". The Polaris Park Improvement project was submitted for the application. Polaris Park was chosen due to the age and condition of the play equipment and the inability to find replacement parts in the event of a failure.

The Per Capita Program allocation for the City of Daly City is \$244,645 and there is a required minimum 20% local match. The total estimated cost of the project is \$375,000 which includes a 15% contingency.

Discussion

The City received notification that the Per Capita Program grant funds totaling \$244,645 has been awarded and the next step in the process is to receive approval to accept the grant funds and to allocate those funds in the budget.

The City's contribution is \$130,355 in Park Land Dedication Fees which will meet the required minimum 20% local funding match.

The contract with Ross Recreation Equipment, Inc. for the new play equipment and safety surface, installation, tax included, is \$243,336.39. The balance of the project funds, minus 15% contingency (\$56,250), is approximately \$75,000. These funds will be used to improve park amenities, accessibility, and landscaping.

The playground equipment is a purchase eligible for procurement and installation through the purchasing cooperative National Purchasing Partners Government (NPP-Gov), whose cooperative purchasing contracts have been competitively solicited so that government agencies can utilize their contracts which meet all state and federal public procurement requirements. Ross Recreation

Equipment, Inc is a vendor that has an agreement with NPP-Gov to provide and install park equipment at competitively bid pricing. Daly City is a member of NPP-Gov (member number M-5722455).

Fiscal Impact

The total estimated construction cost for this project is \$375,000 including the contract award of \$243,336.39 for Ross Recreation Equipment, Inc., \$75,413.61 to improve park amenities, accessibility, and landscaping, and a fifteen percent (15%) contingency.

Sufficient funding for this project is available from the Per Capita Program grant of \$244,645 and \$130,355 of unallocated park land dedication fees.

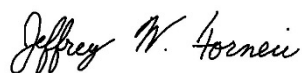
Summary/Conclusion

Staff recommends the City Council:

1. Accept Per Capita Program grant funds totaling \$244,645;
2. Appropriate \$130,355 of Park Land Dedication Fees and \$244,645 Per Capita Program grant to fully fund the project;
3. Award a contract to Ross Recreation Equipment, Inc., in the amount of \$243,336.39; and
4. Authorize the City Manager to execute all necessary contracts to complete the project.

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

Respectfully submitted,



Jeffrey Fornesi
Asst. to the Director of Public Works



Richard Chiu, Jr.
Director of Public Works

Attachment:

1. National Purchasing Partners Government Quote Number 00036611



**National
Purchasing
Partners
Government**

ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:
Ross Recreation Equipment, Inc.
100 Brush Creek Road, #206
Santa Rosa, CA. 95404
707.538.3800 - accounting@rossrec.com

PS21070

Prepared For:

Bill To Name City of Daly City
Bill To 333 90th Street
Daly City, California 94015
United States

Ship To Name Polaris Park
Ship To 247 Polaris Way
Daly City, California 94014
United States

Quote Number 00036611

Quote Date 2/15/2022

Opportunity Name Polaris Park Tot Lot

Quote Exp Date 3/25/2022

Quote Name Polaris Park Tot Lot

Est Lead Time Check with Sales Rep

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Demolition	Removal and haul away of existing play equipment including play structure, swings, train and 3 spring riders.	\$6,000.00	\$6,000.00
1.00	Demolition	Removal and haul away of approximately 400sf of sand, approximately 75sf of PIP rubber in train area, and approximately 2600 of 12" depth EWF in main play area. Price assumes wood fiber is 12" maximum depth; if determined to be deeper, a change order will be required.	\$14,350.00	\$14,350.00
1.00	Site Work	Supply and installation of compacted base rock for approximately 3075 square feet of area to prepare for new rubber surfacing. Estimated at 10" depth; if additional depth is required a change order may be needed.	\$36,900.00	\$36,900.00
1.00	PlayBooster, 2-5	Landscape Structures PlayBooster Design #1158973-01-02 including new playstructure, train, swings and double spring rider.	\$79,515.00	\$79,515.00
1.00	Installation	Installation of Landscape Structures design #1158973-01-02 by a manufacturer certified installer. *Project DIR # needed for State Prevailing Wage projects. *Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. *Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required. *Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.	\$23,854.50	\$23,854.50
1.00	Surface America PIP Rubber	Surface America Poured-In-Place Rubber surfacing materials: ~ Square Footage: 3075 sqft (980sf under new playstructure & 460sf under train) ~ Thickness: 1-3/4" (in train area) & 3.5" (in main play area) ~ Binder: Aliphatic (UV-stable) ~ Color: 50% Black & 50% Bright Green speckled mix * Rubber surfacing will follow the contour of the sub-base and will be 1-3/4" thick throughout the area. * Teal, Yellow, Purple, and Primary Red are considered premium colors. If any are used for more than 25% of the color mix an additional materials charge will apply.	\$41,205.33	\$41,205.33

		* Any change to color, thickness, square footage or binder type will require a change order. * Pricing does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt, or Compacted Base Rock. More details available upon request. * Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200 GMax.		
1.00	Install-Rubber Surfacing	Installation of Surface America Poured-in-Place rubber surfacing for 3075 square feet at a 1-3/4" in train area and 3.5" in main play area by a manufacturer certified installer. Price does not include sub-base preparation, drainage, design work or inspections. * Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/200 GMax.	\$15,375.00	\$15,375.00
1.00	Security	Security guard for poured-in-place surfacing during 8 hour curing time, under normal weather conditions. *If you elect to decline a security guard, a security opt out waiver will be required.	\$600.00	\$600.00
1.00	Bond	Payment & Performance Bonds	\$6,948.50	\$6,948.50
1.00	NPP Ross Discount	NPP Contract Discount *Please Provide Customer NPP #	-\$6,036.02	-\$6,036.02

Credit Terms	Net 30 On Materials Shipment	Materials Amount	\$114,684.31
		Tax Amount	\$11,325.08
		Labor Amount	\$104,028.00
		Freight Amount	\$13,299.00
		Total	\$243,336.39

Notes to Customer

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY ROSS RECREATION EQUIPMENT, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Signature _____

Name _____

Title _____

Date _____