

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, June 13, 2011 - 7:00 PM
City Hall Council Chambers – 2nd Floor
333 – 90th Street, Daly City, CA 94015

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

Webcast: www.dalycity.org/meetings

DRAFT

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

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

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

APPROVAL OF MINUTES:

Regular Meeting of May 9, 2011

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 :

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.

1. Authorization to Solicit Bids for Mussel Rock Landfill Site Maintenance 2011
2. Accept and Appropriate Additional California Re-Leaf American Recovery and Reinvestment Act Grant Funds
3. Acceptance of New Generator at Reservoir 6B Pump Station
4. Commending Michael F. Stallings on the Occasion of his Retirement
5. Commending Edward R. Barney on the Occasion of his Retirement
6. Authorizing the City Manager to Execute the Third Amendment to the Agreement for Animal Control Services between the City of Daly City and the County of San Mateo
7. Setting Time and Place for a Hearing on a Proposed Planned Development (PD-67) PD-12-10-3203, Zone Change ZC-4-11-3678, General Plan Amendment GPA-12-10-3204, and Environmental Assessment CEQA-12-10-3205--Various Parcels located along Second and Third Avenues between Valley Street and A Street, Unincorporated San Mateo County; Two parcels located along Second Avenue, Daly City
8. Call for Daly City Special Municipal Election on November 8, 2010, Consolidation with the Consolidated Municipal, School and Special District Election and Request for Specified Election Services

Authorizing Budgetary Adjustments:

9. Appropriate CalHome Loan Repayments for Additional Housing Rehab Loans

END OF CONSENT AGENDA

PUBLIC HEARINGS:

10. Public Hearing on the City's Proposed Urban Water Management Plan - 2010

Staff:

Sweetland

Recommended Action:

Open/Close Hearing

Adopt Resolution

Roll Call

AWARD OF BIDS/CONTRACTS:

11. Award of Contract for Junipero Serra Boulevard, Hoffman Street, and San Pedro Road

Rehabilitation

Staff:

Ritchie

Recommended Action:

Adopt Resolution

Roll Call

12. Award of Construction Contract for the Gellert Boulevard Bicycle Lanes Project

Staff:

Chan

Recommended Action:

Adopt Resolution

Roll Call

13. Award of Construction Contract for the Street Slurry Seal and Cape Seal 2011 Project

Staff:

Chan

Recommended Action:

Adopt Resolution

Roll Call

14. Award of Contract for Street Resurfacing 2011

Staff:

Ritchi

Recommended Action:

Adopt Resolution

Roll Call

ORDINANCES:

15. Second Reading - Ordinance No. 1356, Ordinance of the City of Daly City Adding Chapter 3.48 of the Daly City Municipal Code Re: Informal Bidding Procedures

Staff:

Schott

Recommended Action:

Adopt Ordinance

Roll Call

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

NOTE: Speakers are limited to two minutes, unless modified by the Mayor. The Council

cannot take action on any matter raised under this item

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

16. Council Committee

A Council Committee Meetings May 23 - June 12,
2011

17. City Council

18. Staff

ADJOURNMENT:

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The meeting was called to order by Mayor Klatt at 7:01 P.M.

ROLL CALL: Councilmembers Present:

Carol L. Klatt, Mayor
Raymond A. Buenaventura
David J. Canepa
Michael P. Guingona
Sal Torres

Staff Present:

Patricia E. Martel, City Manager
Kerry E. Burns, Assistant City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PRESENTATIONS:

Proclaiming the Month of May as Elder and Dependent Adult Abuse Awareness

Councilmember Torres presented a proclamation proclaiming May as Elder and Dependent Adult Abuse Awareness to Helen Karr.

Proclaiming the Week of May 15-21, 2011 as Emergency Medical Services Week

Councilmember Buenaventura presented a proclamation proclaiming May 15-21, 2011 as Emergency Medical Services Week to Battalion Chief Matt Powers, Battalion Chief Jim Banister, Fire Captain Pete Migale and Firefighter Daniel Reed of the North County Fire Authority.

Proclaiming the Week of May 15-21, 2011 as National Public Works Week

Councilmember Canepa presented a proclamation proclaiming May 15-21, 2011 as National Public Works Week to Director of Public Works John Fuller.

Proclaiming the Week of May 7-14, 2011 as Affordable Housing Week

Councilmember Guingona presented a proclamation proclaiming May 7-14, 2011 as Affordable Housing Week to Serena Ip, Community Builder, Housing Leadership Council of San Mateo County and Josh.

APPROVAL OF MINUTES:

Regular Meetings of March 28 and April 11, 2011 and Special Meeting of April 4, 2011

It was moved by Councilmember Torres, seconded by Councilmember Buenaventura and carried to approve the minutes of March 28, 2011, April 11, 2011 and April 4, 2011.

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APPROVAL OF AGENDA:

It was moved by Councilmember Torres, seconded by Councilmember Buenaventura and carried to approve the agenda.

CONSENT AGENDA

RESOLUTIONS:

Set Time and Place of Public Hearing Re: Ordinance Uniform Public Construction Cost Accounting Act - Hearing 5/23/11

Resolution No. 11-54, Set Time and Place of Public Hearing Re: Proposed Ordinance: Uniform Construction Cost Accounting Act Procedures and Establishing Informal Bidding Procedures (Hearing Date: May 23, 2011, Time: 7:00 P.M.)

Exercise of Option to Extend Professional Services Agreement for Parking Citation Processing

Resolution No. 11-55, Authorizing Exercise of Option to Extend Professional Services Agreement for Parking Citation Processing and Adjudication Services with Turbo Data Systems, Inc.

Set Time and Place for Public Hearing on the Urban Water Management Plan - 2010/2011 - Hearing 6/13/11

Resolution No. 11-56, Set Time and Place of Public Hearing on Adoption of Urban Water Management Plan, 2010/2011 for the City of Daly City, Hearing 6/13/11 – 7:00 P.M.

Set Time and Place for Appeal of the Decision of the Chief Building Supervisor/Building Official Regarding a Retaining Wall at 62 Avalon Drive Hearing 5/23/11

Resolution No. 11-57, Set Time and Place of Public Hearing Before the City Council for Appeal of Decision of Chief Building Supervisor Regarding a Retaining Wall at 62 Avalon Drive (Hearing Date: May 23, 2011, Time: 7:00 P.M.)

Authorization for Daly City to Continue Participation in the City/County Association of Governments of San Mateo County (C/CAG)

Resolution No. 11-58, Authorizing Continued Participation in the City/County Association of Governments of San Mateo County (C/CAG) and Approval of the Joint Powers Agreement and Authorizing the Mayor to Execute the Joint Powers Agreement

END OF CONSENT AGENDA

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

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PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

There were no speakers.

APPOINTMENTS:

Board/Commission Membership Committee Appointments

There were no appointments.

REPORTS:

Council Committee

There were no reports.

City Council

Councilmember Canepa proposed legislation that would place a permanent ban on Pay Day Lenders in Daly City for future consideration by the City Council and asked the City Attorney to review the draft language. It also encourages local credit unions to provide low interest loans to residents with lower fees. A copy is on file in the Office of the City Clerk.

Staff

There were no reports.

ADJOURNMENT:

It was moved by Mayor Klatt, seconded by Councilmember Torres and carried to adjourn the meeting at 7:20 P.M. in memory of Ward Holmes and Mary H. Valconesi-DeMattei.

City Clerk

Approved as submitted, this _____
day of _____, 2011.

Mayor



City Council Agenda Report

Item # _____

Meeting Date: June 13, 2011

Subject: Authorization to Solicit Bids for Mussel Rock Landfill Site Maintenance 2011

Recommended Action

Staff recommends that the City Council affirms the CEQA determination of categorical exemption and authorize the construction bid invitation for Mussel Rock Landfill Site Maintenance 2011.

Background

The City has maintained the Mussel Rock Landfill in compliance with the Regional Water Quality Control Board (RWQCB) Order No. 00-27 issued in 2000 and similar earlier orders, since the landfill's closure in 1978. The site is located within an active landslide and is subject to ground movement and erosion. The City's maintenance efforts are focused on adequate landfill cover, maintaining the site's drainage system and seawall, erosion prevention and maintenance of access roads.

Discussion

Due to ground movements, natural generalized erosion and vegetation growth, the existing site entrance, access road and the seawall need maintenance work and repairs. The City hired URS Engineers to design the improvements necessary to restore the proper storm drain system functionality and provide support to the lower access road where the seawall had degraded. The construction bid documents prepared by the City's consultant include the following repair and maintenance activities:

- Base Bid

Drainage and Access Road Improvements include site preparation, installation of Geotextile Fabric and underdrains, placing riprap and 24-inch and 18-inch HDPE pipe to drain and Erosion Control.

Entrance Gate and Fencing Improvements include removal and replacement of existing fence and installation of new vehicle and pedestrian entry gates

- Add Alternate 1 to Base Bid

Repairs of Approximately 200-feet of Northern Portion of Seawall

- Add Alternate 2 to Base Bid

Repairs of Approximately 200-feet of Southern Portion of Seawall

The improvements and repairs are necessary to avoid exposing and releasing buried garbage into the ocean. The Engineering staff has performed the constructability review of the contract documents prepared by the consultant and the City's review comments have been incorporated in the completed documents.

If approved to proceed, construction contract bids are scheduled to be opened on July 12, 2011 and construction is anticipated to begin in late August and be completed in October 2011.

Fiscal Impact

By July 1, 2011 funding of \$626,000 will be available for this project in the Mussel Rock Maintenance Capital Project Account 31-310-550.

Summary/Conclusion

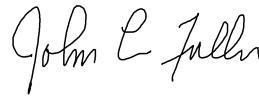
Staff recommends that the City Council affirm the CEQA determination of a categorical exemption, and authorize construction bid invitation for Mussel Rock Site Maintenance 2011 Project.

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

Respectfully submitted,



Ravi Gehani
Acting City Engineer



John L. Fuller
Director of Public Works



City Council Agenda Report

Item # _____

Meeting Date: June 13, 2011

Subject: Accept and Appropriate Additional California Re-Leaf American Recovery and Reinvestment Act Grant Funds

Recommended Action

Staff recommends that the City Council adopt a resolution accepting an additional \$20,000 in California Re-Leaf American Recovery and Reinvestment Act grant funds and authorizing the City Manager or designee to execute the Supplemental Agreement on behalf of the City. It is further recommended that the additional funds be appropriated to the City's previously approved California Re-Leaf projects.

Background

On January 11, 2010, the City Council accepted \$100,000 in California Re-Leaf American Recovery and Reinvestment Act funds and authorized staff to appropriate the funds to the City's qualifying Urban Forest Management Plan in order to address critical aspects pertaining to the City's urban forest management efforts.

As part of the California Re-Leaf American Recovery and Reinvestment Act, grant funds were provided to fund qualifying Urban Forest Management Plans aimed at preserving and enhancing the urban forest through proper care, maintenance and replanting of trees. These grant funds allowed Daly City to address the critical state of the overall health of the City's urban forest by hiring two Utility Worker Aides to assist the City's tree crew with the removal and replanting of pine trees suffering from Pitch Canker disease, and one Greenhouse/Nursery Worker to assist with the propagation of new trees at the City's greenhouse located at Westlake Park. With the authorization from the California Re-Leaf Program Manager an additional Utility Worker Aide was hired when the Greenhouse/Nursery Worker position was vacated.

Discussion

After a site visit in March 2011, California Re-Leaf Grants Program Manager, Chuck Mills, extended an opportunity to the Parks Maintenance Division to secure an additional \$20,000 in grant funds to be used to continue fulfilling the objectives of the City's Urban Forest Management Plan by extending the employment of three Utility Worker Aides. The three Utility Worker Aides were programmed in the approved Urban Forest Management Plan for the current calendar year.

Fiscal Impact

The acceptance and appropriation of an additional \$20,000 to California Re-Leaf American Recovery and Reinvestment Act Grant Budget Account 28-131-180 will allow the Parks Maintenance Division to extend the employment of three Utility Worker Aides until the end of July 2011.

Summary/Conclusion

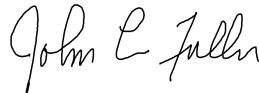
Staff recommends that the City Council adopt a resolution accepting an additional \$20,000 in California Re-Leaf American Recovery and Reinvestment Act grant funds and authorize the City Manager or designee to execute the Supplemental Agreement on behalf of the City. It is further recommended that the additional funds be appropriated to the City's previously approved California Re-Leaf projects.

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

Respectfully submitted,



Mike Peterson
Public Works Superintendent



John L. Fuller
Director of Public Works

Attachments: Supplemental Agreement for Grant Agreement # 09-CR-ARRA-03

CALIFORNIA RELEAF ARRA GRANT PROGRAM

Supplemental Agreement for Grant Agreement # 09-CR-ARRA-03

THIS SUPPLEMENTAL AGREEMENT for GRANT AGREEMENT #09-CR-ARRA-03 is dated for reference purposes as of this 12th day of May 2011, between California ReLeaf, a nonprofit public benefit corporation ("Grantor"), and Daly City ("Grant Recipient"). Collectively, Grantor, and Grant Recipient shall be referred to herein as the "Parties."

The Parties to this Supplemental Agreement do hereby agree as follows:

1. Term. The term of this Supplemental Agreement shall be from the date executed by the parties through March 31st, 2012. The Project shall be completed and all expenditures made by Grantee by March 31st, 2012. Grantee shall prepare a written completion report and shall mail and email report to Grantor, postmarked no later than April 15th, 2012.
2. Use of Funds. Grantee will use the grant funds as specified in Grantee's Supplemental Proposal for the Urban Forest Management Plan ("Project"), approved by the Grantor, of which both Proposal and Project are incorporated into this Supplemental Agreement by reference of Project.
3. Amount of Grant. Total amount to be paid to Grantee under this Supplemental Agreement shall not exceed \$20,000 (the "Grant Amount"), which shall be paid no more than monthly in accordance with Paragraphs 4-6 below.
4. Invoicing and Payment. Grant payments will be made for actual expenditures, properly invoiced. **No pre-payments will be made.** Grantor shall reimburse Grantee for actual expenditures only, not to exceed Grant Amount, to carry out the work specified in the Project, performed in a manner acceptable to Grantor. Reports submitted to Grantor shall include Grant Agreement number, time period covered, and Grantee's actual expenditures as in the approved budget.
5. Reporting Requirements. The dates for mandatory quarterly reports are: March 15th, June 15th, September 15th, and December 15th of each year until the grant is completed or through March 31st, 2012, whichever comes first. All invoices are subject to approval by Grantor. Upon satisfactory completion of the Project, and receipt by Grantor of a completion report on or before April 15th, 2012, final payment shall be made.
6. Limitations on Grant Funding. Grantee will not be paid for costs incurred in excess of the Grant Amount, ineligible expenses, or those costs that are inconsistent with the approved Project budget. Work started and materials, equipment, or services purchased prior to the signing of this Supplemental Agreement will not be eligible for funding. The Project shall be completed and all expenditures made by Grantee by March 31st, 2012.
7. Conditions of Grant Award. Grantor's obligation to make any payments under this Supplemental Agreement is expressly conditioned upon Grantor's receipt of an executed contract for the development and administration of The American Recovery and Reinvestment Act of 2009 and Grantor's actual receipt of grant funds and program funds from United States Department of Agriculture, Forest Service, Pacific Southwest Region ("Forest Service"). To the extent the Forest Service contract or any Forest Service payments to the Grantor are not received, payments to the Grantee may not be made. If any payments from the Forest Service are delayed, then payments to the Grantee may be delayed by an equal time period. Under no circumstances shall Grantor be liable for any damages, claims or losses resulting from non-receipt or delay of receipt of funds from the Forest Service.
8. Evaluations. Grant Recipient understands and agrees that Grantor shall evaluate Grant Recipient's services in carrying out the Project under this Supplemental Agreement. Evaluations shall compare actual methods, results, and costs with those specified in the approved Project. Grant Recipient shall give Grantor access to all Project sites and events, and the right to examine all documents related to the Project to ensure compliance with this Supplemental Agreement.
9. Audits. Grant Recipient shall, as a condition of receiving grant funding, separately identify the expenditures for Federal awards under the American Reinvestment and Recovery Act (ARRA). Grant Recipient understands that

it may be subject to an examination and audit of its records by Grantor, Forest Service, or the State Auditor General for a period of three years after final payment under the Supplemental Agreement in accordance with Government Code Section 10532. Grant Recipient agrees to maintain, for said three-year period, an accurate record of fiscal transactions, books, records, documents, and other evidence necessary to support Grant Recipient's claims for reimbursement under this Supplemental Agreement. Examination and audit shall be confined to those matters connected with performance of the Grant Agreement including, but not limited to, cost of administering this Supplemental Agreement. Grantee agrees to make immediate monetary restitution to Grantor for any unauthorized expenditures or activities that are disclosed through audit or inspection.

10. Use of Materials. Grantor, for itself and on behalf of Forest Service, reserves the right to use all reports and data prepared with grant funds and reserves the right to authorize others to use or reproduce these materials. Forest Service and Grantor support shall be acknowledged in any reports, publications, and audiovisuals produced by Grantee under this Supplemental Agreement. In order for Grant recipient to use the U.S. Forest Service Insignia on any published media, such as a webpage, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia. For questions call 202-205-8333.
11. Notification re: The American Recovery and Reinvestment Act of 2009 Grant Funding. Grant Recipient is hereby notified that it is subject to the terms and conditions of Federal Financial Assistance Award of Recovery Act Domestic Grant 09-DG-11059702-017, by and between Grantor and the Forest Service, and including but not limited to the Office of Management and Budget (OMB) Circulars A-110, as implemented by USDA regulations 7 CFR 3019 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Non-Profit Organizations", 7 CFR 3015, OMB Circular A-122, and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. All Federal and Recipient matching/cost-share contributions are subject to all relevant OMB Circulars. The OMB Circulars are available on the internet at WWW.WHITEHOUSE.GOV/OMB/GRANTS. Electronic copies of the CFRs can be obtained at the following internet site: WWW.ACCESS.GPO.GOV/NARA/CFR. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 530-757-7332.
12. Single Audit Act Amendments of 1996. For recipients that receive Federal Awards equal to or in excess of \$500,000 in any fiscal year use the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under ARRA separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC. This information is needed to allow Grantor to properly monitor Grant Recipient's expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.
13. Prohibition of Trafficking in Persons. As required by the terms of Grantor's Forest Service Grant 09-DG-11059702-017, Grant Recipient is advised that it and its employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
14. Eligible Workers. Grant Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Grant Recipient shall comply with regulations regarding certification and retention of the completed forms.
15. Contempt Declaration. By executing this Supplemental Agreement, Grant Recipient swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Grant Recipient within the immediately preceding two-year period because of Grant Recipient's failure to comply with an order of a federal court, which orders compliance with an order of the National Labor Relations Board.
16. Non-Discrimination. During the performance of this Supplemental Agreement, Grant Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, sexual orientation, or denial of family care leave. Grant Recipient shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Grant Recipient

shall be in compliance with drug-free workplace requirements of Government Code Section 8355. Grant Recipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are hereby incorporated into this Supplemental Agreement by reference and made part hereof as if set forth in full. Grant Recipient shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement. Grant Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Supplemental Agreement. Grant Recipient certifies under the penalty of perjury under the laws of the State of California to have, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and California Code of Regulations, Title 2, Section 8103.

17. Americans with Disabilities Act Compliance. Grant recipient shall comply with all federal requirements established under the 28 Code of Regulations, Part 36, Americans with Disabilities Act, in order to make programs accessible to all participants and to provide equally effective communications.
18. Indemnification. The Grantee agrees to indemnify, defend with counsel of Grantor and/or Forest Service's choice, and hold harmless the Grantor and Forest Service, their officers, agents, and employees from any and all claims and losses accruing or resulting from any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Supplemental Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Supplemental Agreement.
19. Independent Contractor. Grant Recipient, and the agents and employees of Grant Recipient, in the performance of this Supplemental Agreement, shall act in an independent capacity and not as officers, employees or agents of Grantor or Forest Service.
20. Taxation. Grant Recipient accepts all responsibility for federal and state tax reporting of grant funds and payment of any taxes owed.
21. Termination. Grantor may terminate this Supplemental Agreement and be relieved of the payment of any grant funds to Grant Recipient should Grant Recipient fail to perform any of the covenants herein contained at the time and in the manner herein provided or in the event of failure of Forest Service to make grant or program payments available to Grantor. Upon mutual consent, either party may cancel this Supplemental Agreement at any time by giving thirty days written notice to the other party. In the event of cancellation, Grant Recipient shall be paid for all costs and uncancelable obligations incurred to the date of cancellation up to but not to exceed the Grant Amount.
22. Assignment of Agreement. Grant recipient may not assign this Supplemental Agreement either in whole or in part without the prior written consent of Grantor. If Grantor's rights under its contract with Forest Service are assigned, Grant Recipient acknowledges that Grantor may assign its rights under this Supplemental Agreement. In such event, Grantor will notify Grant Recipient of the address and telephone number of the new Grantor.
23. Timing. Time is of the essence in this Supplemental Agreement.
24. Amendment and Integration. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings. No alteration or variation of the terms of this Supplemental Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
25. Counterparts. This Supplemental Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same Grant Agreement.
26. Construction. This Supplemental Agreement shall be governed by and construed in accordance with the laws of the State of California. Headings and paragraph numbers are for convenience only, and shall be given no weight in construction of this Supplemental Agreement.
27. Joint and Several Liability. To the extent the Sponsor is a separate and different entity from the Grant Recipient, all payments under this Supplemental Agreement will be made to the Sponsor. The Grant Recipient and the

Sponsor shall be jointly liable for the performance of the requirements of this Supplemental Agreement and shall be subject to all terms and conditions contained herein. The Sponsor also agrees to be bound by the Guidelines, generally, and the sponsorship requirements, specifically.

28. Notices. For information purposes, notices, and submissions required under the Supplemental Agreement, the parties' addresses and telephone numbers are as follows:

Grantor:

California ReLeaf
2112 10th Street
Sacramento, CA 95818
TEL (916) 497-0035
FAX (916) 497-0038
Attn: Chuck Mills,
Grants Program Manager

Grantee:

Grant Recipient:

Daly City
333 90th Street
Daly City, CA 94015
650-991-8001

This Supplemental Agreement to Grant Agreement #09-CR-ARRA-03 has been executed and dated by the parties below:

GRANTOR:

_____	<u>Joe Liszewski</u>	_____
(authorized signature)	(print name)	(date)
<u>Executive Director</u>	<u>California ReLeaf</u>	
(title)	(organization)	

GRANT RECIPIENT:

_____	_____	_____
(authorized signature)	(print name)	(date)
_____	_____	
(title)	(organization)	



City Council Agenda Report

Item # _____

Meeting Date: June 13, 2011

Subject: Acceptance of New Generator at Reservoir 6B Pump Station

Recommended Action

Accept as complete all work associated with the installation of a new 150 kilowatt emergency generator at Reservoir 6B.

Background

Reservoir 6B pump station is the last remaining water facility to upgrade its emergency power generation. As with many other stations that have been upgraded, Reservoir 6B had a single auxiliary engine that ran only one pump. In case of a power outage, staff would go to the station and manually start the engine. The previous auxiliary engine had exceeded its useful life and was in need of replacement.

Discussion

Pump Repair Service of San Francisco, CA was the lowest responsible bidder of four bids received and was awarded a construction contract in the amount of \$164,500 at the City Council meeting of April 13, 2009. A number of unforeseen issues between the generator manufacturer and Daly City's consulting electrical engineer in regards to Bay Area Air Quality Management District permitting and fuel usage monitoring delayed construction start and the issues were resolved consistent with the City's project specifications and approved plans. Pump Repair's work scope involved the removal of the existing auxiliary engine; constructing a new generator pad, new electrical wiring, and installation of a new 150 kilowatt generator within the existing pump station with an automatic transfer switch should power be lost. All work has been completed to the satisfaction of City staff and the City has enjoyed the beneficial use of the generator since April 4, 2011. No project change orders were issued and because of the good faith efforts exhibited by all parties to resolve the unforeseen issues that arose, no delay penalties or liquidated damages are being proposed in accepting the work performed.

Fiscal Impact

Sufficient funds are available in Water Fund Capital Improvement Project 41-385-719, Reservoir 6B Emergency Generator.

Summary/Conclusion

The new generator and related equipment has been installed and tested to the satisfaction of the City of Daly City and is fully functional for the intended purpose to ensure normal operation of the pump station so that the water supply within the service zone will not be affected during a power outage or emergency incident.

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

Respectfully submitted,

Patrick Sweetland,
Director of Water and Wastewater Resources

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
COMMENDING MICHAEL F. STALLINGS ON THE OCCASION OF HIS RETIREMENT

WHEREAS, MICHAEL F. STALLINGS is retiring from the City of Daly City on June 30, 2011, concluding twenty-three years of commendable service with the City of Daly City; and

WHEREAS, Mike Stallings began his varied career as a Parks and Recreation professional in 1968, working his way up from Recreation Aide to Recreation Supervisor with the City of West Covina, California, marking the beginning of his forty-three years in local government; and

WHEREAS, Mike's leadership included stints as the Parks and Recreation Director for the City of Grover Beach, California and as the Director of Community Services for the City of Reedley, California before starting with the City of Daly City in 1988; and

WHEREAS, while working as the Director of Parks and Recreation, Mike guided the management, development and direction of Parks, Trees and Landscaping Programs, Contract Maintenance, Parkways, Parking Lots, Urban Forest, Citizen Participation Volunteer Programs, Public Buildings, the Parks 2000 Project, and two KaBOOM builds; and

WHEREAS, through Mike's entrepreneurial approach to Recreation and Senior Adults, he supported staff to create innovative programming and policies such as the Teen Leadership Challenge program, the Satisfaction Guarantee Refund Policy, the ACCESS – HART project and the Daly City Peninsula Partnership Collaborative; and

WHEREAS, Mike's expertise in collaborating with the surrounding communities, including the Town of Colma, County of San Mateo and five school districts that serve the youth of Daly City, enabling the City of Daly City, Brisbane School District and Jefferson Elementary School District the opportunity to benefit from two Junior Giants fields from the Giants Community Fund, a turf soccer field and gymnasium at T. R. Pollicita Middle School, a gymnasium at Ben Franklin Middle School, a state of the art baseball complex at Marchbank Park with Saint Ignatius High School, and an eleven-lane community swimming complex with Jefferson Union High School District; and

WHEREAS, Mike has demonstrated significant leadership within the County of San Mateo and the State of California serving on many boards, councils and committees, such as Bay Area Open Space Council, San Mateo County Human Services Committee, California Parks and Recreation Society Steering Committee for the Vision Insight Planning Strategic Plan Project, California State Task Force on Self Esteem, Personal and Social Responsibility, League of California Cities Administrative Services Committee Member and State President of the California Parks and Recreation Society, as well as Treasurer, Founding Vice President and Alumni/Student Advisor; and

WHEREAS, Mike has received many awards of recognition such as the Helen Putnam Award, Anti-Graffiti Committee Award, Sourceletter Creative Finance Award and Creative Program Award, Howard B. Holman Professional Award, Facility of the Year and State Environmental Planning Award, Facilities Award, State Environmental Award for Park Design, Boys and Girls Club "Outstanding Commitment to Children, Youth, and Families", Daly City City Manager's Award for Program Excellence and the CPRS District IV Award of Excellence for Outstanding Programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it does hereby take great pride in acknowledging MICHAEL F. STALLINGS for his many years of leadership and extends its best wishes to MIKE, and his wife Joni, on his retirement from Daly City and hopes for success and fulfillment in the next chapter of their lives.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day _____, 2011 by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
COMMENDING EDWARD R. BARNEY ON THE OCCASION OF HIS RETIREMENT

WHEREAS, EDWARD R. BARNEY's last day in the office will be on June 30, 2011, concluding thirty-eight years of dedicated and accomplished service with the City of Daly City; and

WHEREAS, Ed Barney began his career with the City of Daly City in 1973 as a Recreation Leader, working for the next 5 ½ years primarily in the Parks and Recreation Department's After School, Teen, and Aquatics programs; and

WHEREAS, through federally funded monies in March of 1979, Ed was selected for a one year position as a Comprehensive Education and Training Act (CETA) Community Center Coordinator serving the Westlake community. As a result of his commitment to the department he was offered a full time position as a Community Center Coordinator with the City starting in May of 1980; and

WHEREAS, within five months of becoming a Community Center Coordinator, Ed was promoted to Recreation Supervisor managing all aspects of the Department's athletics programs; and

WHEREAS, in 1986 Ed was promoted to Supervisor of Recreation where he oversaw all areas of the Recreation Division and in 1991 was reclassified as Assistant Director of Parks and Recreation, where he took on the additional responsibility of preparing the budget for the entire Department and for the newly formed Daly City Peninsula Partnership Collaborative; and

WHEREAS, Ed has been extremely active in the community serving on many committees and boards, such as, the Daly City Peninsula Partnership Executive Board, Daly City Youth Health Center Advisory Council, California Parks and Recreation Society District IV President, and San Francisco State University Department of Recreation and Leisure Studies Advisory Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it does hereby take great pride in acknowledging EDWARD R. BARNEY for his many years of leadership and commitment to the Daly City Community and extends its best wishes to ED and his family on the occasion of his retirement, extending sincere wishes for fulfillment and success in the next chapter of their lives.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day _____, 2011 by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Agenda Report

Item # _____

Meeting Date: June 13, 2011

Subject: Authorizing the City Manager to Execute a Third Amendment to the Agreement for Animal Control Services between the City of Daly City and the County of San Mateo

Recommended Action

It is recommended that the City Council authorize the City Manager to execute the Third Amendment to the Agreement for Animal Control Services between the City of Daly City and the County of San Mateo.

Background

The City of Daly City entered into an agreement with the County of San Mateo (County) for the provision of animal control services on July 1, 2003. The term of the agreement was three years, covering fiscal years 2003-2004, 2004-2005, and 2005-2006. The agreement was amended on December 14, 2004 to extend the agreement to June 30, 2008, to correspond to the land lease agreement between the Peninsula Humane Society (PHS) and the County. The County and PHS extended the land lease through June 30, 2011 with the Second Amendment to the Agreement.

The Third Amendment to the Agreement between the City and the County extends the term through June 30, 2015 to correspond to the latest extension to the PHS lease.

Discussion

The amendment extends the term of the agreement and does not include any other substantive changes. Daly City's contractual obligations under the agreement remain unchanged. Cities in San Mateo County pay a portion of the overall contract with PHS based on actual services rendered. Although Daly City is the most populous city in the County, it pays a smaller portion of the animal control contract than several smaller cities with higher service levels.

Fiscal Impact

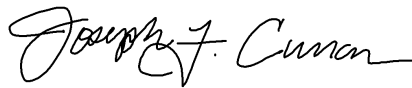
The Police Department's expenditure budget includes a line item for animal control services. The department anticipated an expenditure of \$424,551 for fiscal year 2010-2011. The City's cost for animal control services may fluctuate over the life of the amended agreement depending on the level of services rendered, but any changes are expected to be minor.

The County's current contract (FY 2010-2011) with PHS has an associated annual cost of \$5,236,875. The proposed amendment maintains this cost in 2011-2012, and includes gradual increases in the second, third, and fourth years of the agreement. The cost of the contracted services in 2014-2015 is \$5,944,135 and it provides for additional funds (up to \$50,000 per year, for each of four years) to be utilized for maintenance and repair of the PHS building at Coyote Point.

Third Amendment to the Animal Control Services Agreement
June 13, 2011
Page 2 of 2

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

Respectfully submitted,

A handwritten signature in black ink, reading "Joseph F. Curran". The signature is written in a cursive style with a large, stylized "J" and "C".

Joseph F. Curran
Assistant to the City Manager

/jfc

Attachment

**THIRD AMENDMENT TO AGREEMENT
FOR ANIMAL CONTROL AND SHELTER SERVICES
BETWEEN THE CITIES OF ATHERTON, BELMONT, BRISBANE,
BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY,
HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE,
PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN
CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, WOODSIDE AND THE
COUNTY OF SAN MATEO**

This Third Amendment to Agreement For Animal Control Services and Shelter Services, dated for convenience this 26th day of April, 2011 by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California (hereinafter "County"), and the cities or towns of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside (hereinafter "City");

WITNESSETH

WHEREAS, the City has passed and is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the City; and

WHEREAS, on June 17, 2003, County and Peninsula Humane Society & SPCA ("hereinafter "Contractor" or "County Contractor") entered into an Agreement For Animal Control Services and Shelter Services (hereinafter referred to as the "Agreement"); and

WHEREAS, County and City entered into an Agreement on or about July 1, 2003 for Animal Control Services (hereinafter, "City Agreement"); and

WHEREAS, County and City entered into an Amendment on or about December 14, 2004, extending the City Agreement to correspond with an extension of the Agreement and PHS land lease through June 30, 2008 and amending the PHS payment schedule; and

WHEREAS, County and City entered into a Second Amendment on or about April 24, 2007, extending the City Agreement to correspond with the Second Amendment of the Agreement and PHS land lease through June 30, 2011 and amending the PHS payment schedule; and

WHEREAS, County and County Contractor have entered into Third Amendment, extending the Agreement and Land Lease Agreement through June 30, 2015;

WHEREAS, City and County wish to again amend the City Agreement as set forth below to be consistent with the Third Amendment to the Agreement and PHS land lease, which Third Amendment is attached hereto as Exhibit A;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES PROVIDED HEREUNDER, THE PARTIES AGREE TO THE FOLLOWING:

1. Subparagraph 8 **Term and Effective Period** of Section D. **GENERAL PROVISIONS** of the City Agreement, previously deleted and replaced in its entirety in the First Amendment and Second Amendment, is hereby deleted and replaced in its entirety by the following:

“8. Term and Effective Period. This Agreement shall be effective the period from July 1, 2011 through June 30, 2015. All services are subject to the terms and conditions of this Agreement.”

2. Subparagraph 4 **Payments** of Section B. **CITY’S RESPONSIBILITIES** of the Services Agreement, previously deleted and replaced in its entirety in the First Amendment and Second Amendment, is hereby further deleted and the following substituted in lieu thereof:

“4. Payments.

a. City shall pay to the County prior to January 1st of each fiscal year, and following the receipt of an invoice from County, the City’s percentage share of the net program cost of the Animal Control Program. This net program cost shall be determined by the County and shall be equal to the cost of the contract between the County and County Contractor plus the cost of the County administering licensing collection and Animal Control Services Program, minus any program revenue received by County or County Contractor as described in Section D, Paragraph 5. County and City’s percentage share shall be based on service costs. County will calculate a percentage breakdown annually, based on service reports provided by County Contractor. Percentage distribution for a given year will be based on an average of service costs over the three calendar years prior to the year in question. Exhibit “B”, attached and incorporated by this reference herein, details percentage distribution for FY 2003-04. Percentage distributions for each fiscal year will be distributed by County to City by March 31st.

b. Base costs to be paid to County Contractor by the County and City are as follows, inclusive of the rabies investigation and quarantine services as described in the First Amendment as

“Quarantine Services”, for Fiscal Years 2011-2012, 2012-2013, 2013-2014, and 2014-2015:

<u>Fiscal Year</u>	<u>Amount</u>
2011-12	\$5,236,875
2012-13	\$5,417,797
2013-14	\$5,608,170
2014-15	\$5,944,135

c. City understands and agrees that over the term of the Third Amendment to the Agreement, County’s Contractor may become eligible, pursuant to the criteria set forth in subsection 7f of Section C of the Third Amendment to the Agreement, attached hereto as Exhibit A, for a maximum payment of an additional fifty thousand dollars (\$50,000) per fiscal year from County and City to complete necessary maintenance and repairs to the animal control services building. Therefore, in addition to the base amounts paid to Contractor as set forth above, the County and City will pay to the County Contractor, an additional amount of up to \$50,000 per year, for maintenance and repairs according to the terms of subsection 7 of Section C of the Agreement as set forth in the Third Amendment to the Agreement, attached and incorporated hereto as Exhibit A. The payments by County and City will be determined according to the same formula and percentage distribution as set forth herein in this section B.4.

d. City understands and agrees that County Dispatch will invoice the cost for after-hours/holidays calls for animal control and licensing. These costs will be charged to the program to be paid by County and City according to the same percentage distribution as set forth herein in this section B.4.”

3. Subparagraph 6. **Program Deficit or Surplus** of Section D. **GENERAL PROVISIONS** of the City Agreement is deleted in its entirety, and the following shall be substituted in lieu thereof:

“6. **Program Deficit or Surplus.** City and County shall share in covering any program deficit or receiving any program surplus as set forth herein. City understands and agrees that:

a. For the first three (3) fiscal years covered in this contract, FY 2011-2012, FY 2012-2013, and FY 2013-2014, the County Contractor shall retain one hundred percent (100%) of all unspent contract funds with the written approval of the County and exercise

full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in the Agreement.

b. For the final fiscal year of this contract, FY 2014-15, twenty five percent (25%) of all unexpended contract monies, and all contract monies spent for a purpose other than the performance of the services herein contracted, shall be refunded to the County by January 31, 2016. Contractor shall retain seventy five percent (75%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in the Agreement;

c. Approval from County will follow within 90 days subsequent to County review of an Audit Report, as set forth in the Agreement.

d. County Contractor has agreed not to use these savings to provide services which will add on-going costs to services covered by the Agreement without written County approval.

e. No more than one percent (1%) of the funds paid by County pursuant to the Agreement shall be expended towards the salary and benefits of Contractor's President.

f. Subparagraphs a and b to this Paragraph shall not apply to cost savings resulting from decreased levels of service due to changes in County or State law as provided by paragraph C.6 of the Agreement."

4. Subparagraph 4 **Monitoring Meetings** of Section D **GENERAL PROVISIONS** of the City Agreement, is hereby deleted and replaced with a new Subparagraph 4 to read as follows:

"4. **City/County Monitoring Meetings and City Designated Liaison.**

a. Upon the effective date of this Agreement, County shall form a monitoring committee that shall hereafter be referred to as the Animal Control Task Force, which shall consist of police representatives and/or City Manager representatives, and representation from the County. Cities without formal representation or appointment may attend and fully participate in all meetings. The Animal Control Task Force shall remain in effect throughout the term of this Agreement and may adopt its own rules of conduct. Responsibilities of the Animal Control Task Force shall include but not be limited to:

- i. Review existing local animal control ordinances and make recommendations for appropriate changes to the County and Cities.
- ii. Review licensing activities with County representative.
- iii. Review all citation activities.
- iv. Review programmatic complaints of any City and programmatic data provided by County Contractor.
- v. Review revenues and expenditures relating to Animal Control Services.
- vi. Review the Cities' cost sharing formula.
- vii. Review and develop performance measures, in conjunction with County Contractor staff, which will provide valid and reliable data by which to evaluate the level of service being provided by the County Contractor.

b. In addition to the above, three times a year representatives from City, County, and Contractor will meet to participate in discussions regarding long-term options and alternatives for the current animal shelter. The City, County, and Contractor shall set these meetings in advance in an effort to allow full participation.

c. City shall also designate a representative to provide liaison for any animal control and licensing administration or enforcement issues for which County or Contractor requests input from the City. If no contact person is designated, the City contact person shall be the City Manager.

5. Effectiveness of Amendment. Except as expressly and specifically set forth in this Third Amendment, all other provisions of the City Agreement, the First Amendment, and the Second Amendment, shall remain unchanged and in full force and effect.

6. Condition Precedent. If this amendment is not adopted by all twenty cities, it will become null and void in its entirety except that in such an event, the County and any of the cities which are in agreement with the terms and conditions of this Third Amendment may use it as the grounds for considering a revised Third Amendment which may be acceptable to those parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Health System Chief to execute said Agreement

for and on behalf of the County of San Mateo. The Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

Dated: _____

COUNTY OF SAN MATEO

By: _____

Jean S. Fraser, Chief
Health System

ATTEST:

Dated: _____

TOWN OF ATHERTON

Town of Atherton, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF BELMONT

City of Belmont, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF BRISBANE

City of Brisbane, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF BURLINGAME

City of Burlingame, Clerk

By: _____

ATTEST:

Dated: _____

TOWN OF COLMA

Town of Colma, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF DALY CITY

City of Daly City, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF EAST PALO ALTO

City of East Palo Alto, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF FOSTER CITY

City of Foster City, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF HALF MOON BAY

City of Half Moon Bay, Clerk

By: _____

ATTEST:

Dated: _____

TOWN OF HILLSBOROUGH

Town of Hillsborough, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF MENLO PARK

City of Menlo Park, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF MILLBRAE

City of Millbrae, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF PACIFICA

City of Pacifica, Clerk

By: _____

ATTEST:

Dated: _____

TOWN OF PORTOLA VALLEY

Town of Portola Valley, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF REDWOOD CITY

City of Redwood City, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF SAN BRUNO

City of San Bruno, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF SAN CARLOS

City of San Carlos, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF SAN MATEO

City of San Mateo, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF SOUTH SAN FRANCISCO

City of South San Francisco, Clerk

By: _____

ATTEST:

Dated: _____

TOWN OF WOODSIDE

Town of Woodside, Clerk

By: _____



City Council Agenda Report

Item # _____

Meeting Date: June 13, 2011

Subject: Setting Time and Place for a Hearing on a Proposed Planned Development (PD-67) PD-12-10-3203, Zone Change ZC-4-11-3678, General Plan Amendment GPA-12-10-3204, and Environmental Assessment CEQA-12-10-3205—Various Parcels located along Second and Third Avenues between Valley Street and A Street, Unincorporated San Mateo County; Two parcels located along Second Avenue, Daly City

RECOMMENDED ACTION

Set time and place for a Public Hearing to consider the proposed Precise Plan for proposed Planned Development (PD-67) PD-12-10-3203, Zone Change ZC-4-11-3678, General Plan Amendment GPA-12-10-3204, and Environmental Assessment CEQA-12-10-3205 on July 25, 2011.

BACKGROUND

The applicant, Brian Desler, is proposing the new construction of fifty townhome units, including twenty-five 2 bedroom/2.5 bath units and twenty-five 3 bedroom/2.5 bathroom units. Each unit will be three stories, consisting of one level of parking, two levels of living area, and a partial fourth floor, consisting of attic space and a private roof terrace. Parking will be provided on a one space per bedroom basis, exceeding Code required parking for a typical condominium/townhome development by twenty-five percent. The proposal also includes the pre-zoning of a property to R-2 (Two-Family Residential) with no development proposed for the site.

Once the applicant has secured the entitlements for the Planned Development, R-2 zoning designations and the General Plan Amendment designation of Medium Density Residential for the project site, he may apply to LAFCo for annexation into Daly City. This includes the required property tax exchange process in which the City Council and Board of Supervisors must adopt resolutions of property tax exchange.

After the applicant has completed the annexation process with LAFCo, he will return to file the application for Major Subdivision and Design Review entitlements for the Planned Development District (PD-67).

On June 7, 2011, the Planning Commission voted 4-0 to forward the proposal to the City Council with a recommendation for approval.

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

Respectfully submitted,

Jeannie Naughton
Associate Planner

Richard Berger
Director of Economic & Community Development



City Council Meeting Agenda Report

Item #

Meeting Date: June 13, 2011

Subject: Call for Daly City Special Municipal Election on November 8, 2011, Consolidation with the Consolidated Municipal, School and Special District Election, and Request for Specified Election Services from San Mateo County in Accordance with the Election Code of the State of California

Recommended Action

Approve call for Special Municipal Election on November 8, 2011 for the following Elective Office: Member of the City Council to fill the unexpired term (November 2014); and Approval to consolidate Daly City Special Municipal Election with the Consolidated Municipal, School and Special District Election, and Request for Specified Election Services from San Mateo County in accordance with the Election Code of the State of California.

Background

On March 14, 2011, the City Council called a Special Election to fill a City Council vacancy as required by Daly City Municipal Code Section 2.04.060.

Historically, the City Council has approved Consolidation of Municipal Elections with the County of San Mateo General Elections and requested that the County render Specified Election Services in accordance with the Election Code of the State of California. The advantage of consolidating elections with the County is lower costs.

Fiscal Impact

The County of San Mateo estimates the potential cost for a consolidated election to be approximately \$98,000. Partial funding is available in the 2011/2012 Fiscal Year Election Fund (# 01-020-020-4256). A request for additional funds to be appropriated will be made at a future date.

Conclusion

The County of San Mateo requires a Resolution requesting action by the Board of Supervisors to consolidate the Special Municipal Election on November 8, 2011 with the scheduled Consolidated Municipal, School and Special District Election.

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

Respectfully submitted,

Teresa M. Ricci
Assistant City Clerk

Respectfully submitted,

K. Annette Hipona
City Clerk

City of Daly City Budget Transfer/Adjustment

Account Number

Account Name

Program/Project Name

Amount

Finance Only:

Budget Balance

Before

After

Use of Funds:

28-305-394-4437

Rehab Loans

CalHome Housing Rehab Grant

\$55,591.00

\$55,591.00

5

1 \$

Source of Funds:

Reduced Expenditures:

New Revenue:

28-305-394-~~3850~~ 3851

Less Payment
~~Misc. Revenue~~

~~Misc. Revenue~~

CalHome Housing Rehab Grant

\$55,591.00

Total Source of Funds

\$55,591.00

For Capital Projects Only - Transfer of Funding Between Projects

From Account Number

Name/Type Code

Amount

To Account Number

Name/Type Code

Amount

Finance Only:

Verified By/Date

Entered By/Date

Audited By/Date

Document No.

City of Sunnyvale
Budget Transfer/Adjustment

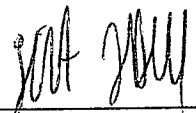
Department/Division: ECD/HCD Date: 6/6/2011

Month/Fiscal Year: June/FY 10/11

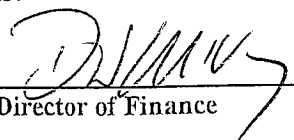
Explanation/Justification:

Program revenue for CalHome Owner-Occupied Rehabilitation activities
is restricted to CalHome activities. Unanticipated revenue (\$55,591) from
a CalHome Loan payoff can be used to fund additional housing rehab loans.

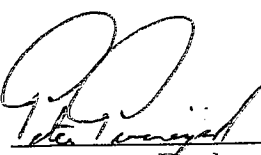
Approvals:



Originator



Director of Finance



Department Head

City Manager/City Council



City Council Agenda Report

Item # _____

Meeting Date: June 13, 2011

Subject: Public Hearing on the City's Proposed Urban Water Management Plan – 2010

Recommended Action

At the conclusion of tonight's public meeting, staff requests that the City Council adopt a resolution authorizing the submittal of Daly City's Urban Water Management Plan 2010 to the Department of Water Resources.

Background

The California Urban Water Management Planning Act requires that each urban water supplier, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually, shall prepare, update and adopt its urban water management plan at least once every five years on or before December 31, in years ending in five and zero. The updated plan would normally be due by December 31, 2010; however, its due date was extended to by June 30th 2011 to assist the Department of Water Resources in developing an additional method associated with SBX7-7, better known as "20X2020". This piece of legislation requires a 20% reduction in water consumption throughout the State of California by the year 2020.

Discussion

Originally, urban water management plans required water suppliers to review historic and projected demand and supply balances, and consider alternative supply sources, such as recycled water. Amendments to the Water Code then also required the plans to provide detailed information about demand management, or water conservation, outline drought contingency plans for times of water shortage and required land use planning agencies to use assessments of water supply availability, prepared by water agencies, before adopting or amending specific or general plans.

Water agencies are required to use urban water management plans in making assessments of supply availability. According to the act, the purpose of the plan is to help local agencies "achieve conservation and efficient use" of the state's water resources.

The main focus of the update incorporates new requirements added to the plan associated with notification practices, lower income housing water use projections, groundwater management, documentation of demand management measures to determine compliance for determination of grant eligibility and alternative supply opportunities. Attachment 1 provides a description of additions and/or deletions made to the Urban Water Management Plan requirements since the 2005 plan submittal.

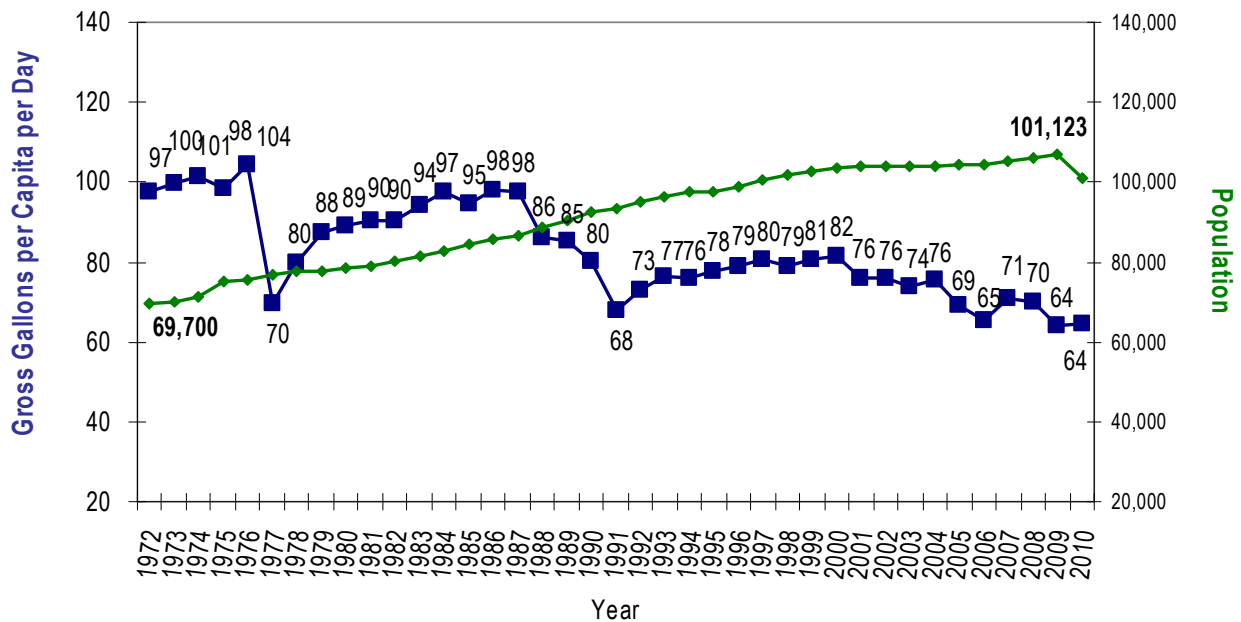
Demand Side Management Least Cost Planning Decision Support System (DSS Model)

The conservation program being considered in future years is based on the results of a modeling effort conducted originally by the San Francisco Public Utilities Commission and updated in 2009 by the Bay Area Water Supply & Conservation Agency (BAWSCA) on behalf of its 27 member

agencies. The model evaluated the cost effectiveness of 32 conservation measures. The model showed that through various conservation programs Daly City's potential water savings suggest that a total of 0.83 million gallons per day can be achieved by year 2035.

The City earlier committed to developing its conservation program to save 0.44 million gallons per day by 2030 to the San Francisco Public Utilities Commission back in early 2000 as part of water demand projections associated with the development of the Water System Improvement Program. The City intends to honor its commitment and will endeavor to achieve additional conservation savings. Daly City is aware that as a result of the San Francisco Public Utilities Commission's unilateral decision to limit regional supply through 2018, Daly City must continue to offer programs that are the most cost-effective and provide beneficial water savings to Daly City and its residents to meet future demands. Table 1 demonstrates the gross gallon per capita per day since 1972. Of specific interest, during the 1990's the trend had been fairly stable and the ability to see continued water conservation savings becomes increasingly harder. The past two years have water usage lower than those observed during California's most severe droughts and dry years.

Table 1 - Gross gallons/capita/day vs. Population



Fiscal Impact of Continued Conservation Programs

Cost of implementing recommendations made by the updated DSS model is estimated to be approximately \$500,000 annually. This cost was based on developing and administering local and/or regional conservation programs. The approved budget for conservation for the next 5 years is \$805,000. Costs are also affected if recycled water is expanded, acquisition of new water supplies is negotiated or additional wells are constructed. Staff continues to work with BAWSCA to develop regional programs like the clothes washer and high efficiency toilet rebates, large landscape audits, high rinse spray valve replacement program, along with a regional media campaign, which is far more cost-effective than securing new water supplies. Staff will keep

Council informed as recommendations are developed moving forward with execution of the DSS model and other aspects of the Urban Water Management Plan's recommendations.

20X2020 – Twenty% by Twenty-Twenty

With the goal of reducing California's urban water use by twenty percent by year 2020, recently passed Senate Bill x7-7 (SB7) requires water providers to establish per capita water use targets, measured in terms of gallons per capita per day water use, following one of four methods developed by the Department of Water Resources.

When the analysis was complete, Daly City chose Method 3, which requires ninety-five percent of the applicable state hydrologic region targets, as set forth in the state's draft 20x2020 Water Conservation Plan. The City, located in the Department of Water Resources San Francisco Bay Hydrologic Region, has a year 2020 target of 124 gallons per capita per day. Since the City's gross gallons per capita per day is 64, Daly City is not mandated by the State to make further reductions.

Daly City's "Safe Yield" for Groundwater

The City's consultant, Hydrofocus Inc, recently updated a groundwater model that assessed agencies drawing water from the Westside Groundwater Aquifer and provided a Technical Memorandum detailing its findings. The modeling effort indicated Daly City's "safe yield" target is 3.43 million gallons per day. This is significant because it establishes Daly City's self-imposed regional pumping limits on groundwater supply for the future.

Daly City's available water supply, absent dry-year or drought impacts, is 7.72 million gallons per day comprised of the 3.43 million gallons per day groundwater and its 4.292 million gallons per day Individual Supply Guarantee from the San Francisco Public Utilities Commission. Currently, Daly City's demand at the end of calendar year 2010 was 6.5 million gallons per day

Summary/Conclusion

Tonight's public hearing has been properly noticed and posted. Copies of the plan were made available for public review on the City's website, the Office of the City Clerk, at all Daly City Libraries, and at the Department of Water and Wastewater Resources. Review copies were also provided to the San Francisco Public Utilities Commission, Bay Area Supply and Conservation Agency, California Water Service Company, Brisbane Water, North Coast County Water District, Westborough Water District, San Mateo County Environmental Health and Tuolumne River Trust consistent with the 45 days prior notification review requirement. Staff is available to provide any additional information desired by the Mayor or City Council.

Respectfully submitted,



Cynthia Royer
Manager of Technical Services



Patrick Sweetland
Director of Water and Wastewater Resources

Attachment

Changes in Urban Water Management Plan Requirements Since 2005 – Attachment 1

ADDITIONS

Water Conservation Bill of 2009

The Water Conservation Bill of 2009(SBX7-7) was enacted in November 2009. To increase water use efficiency, it requires reduction of the statewide average per capita daily water consumption by 20 percent by December 31, 2020, and requires “all water suppliers to increase the efficiency of this essential resource” (10608.4(a)). UWMP references and requirements cited in the Water Conservation Bill of 2009 include the following:

- Include the baseline daily per capita water use, urban water use target, interim water use target, and compliance daily per capita water use. Provide basis for determination and supporting data references.
- The 2015 UWMP can update the 2020 urban water use target.
- An urban retail water supplier shall use the methods developed by the department in compliance [with methodologies and criteria developed by DWR].
- Deadline for adoption of a UWMP is extended to July 1, 2011 to allow use of the technical methodologies developed to establish baseline, target, interim target, and compliance daily per capita water use.
- Wholesale suppliers will provide an assessment of their present and proposed future measures, programs, and policies to achieve water use reduction required in SBX7-7.
- Urban water suppliers will report progress toward meeting urban water use targets in their UWMPs using a standardized form to be developed by DWR. *Note: This applies only to 2015 and 2020 UWMPs because they will report “progress” toward meeting targets established in this, the 2010 UWMP.*
- DWR will review the 2015 UWMPs and report to the Legislature the progress toward achieving a 20-percent reduction in urban water use by December 31, 2020.

Notification

- Provide at least 60 days notification to any city or county within which the supplier provides water for the public hearing required by Section 10642.

Lower Income Housing Water Use Projections

- Water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households (Health and Safety Code Section 50079.5) will be provided. These water use projections are to assist a supplier in complying with Government Code Section 65589.7 to grant priority of the provision of service to housing units affordable to lower income households.

DMM Compliance

- DWR will consult with other agencies and public input and develop eligibility requirements for meeting compliance with DMM implementation. Determination of DMM compliance will be based on an individual water agency’s implementation or participation with a regional group.

Attachment 1
Urban Water Management Plan - 2010
Page 2 of 3

An individual water agency will not be denied eligibility if another participating regional agency does not comply with each of the DMMs.

Determination of Grant and Loan Eligibility

- Grant and loan eligibility, based on DMM compliance, will be included in the funding guidelines.
- The administering agency will request and eligibility determination from DWR regarding “the requirements of this section.” DWR will respond within 60 days.
- The water supplier may submit copies of its annual reports and other relevant documents to assist DWR in determining implementation or scheduling of the water suppliers DMMs. Water suppliers that are signatories of the CUWCC MOU may submit its annual reports to support its DMM activities.
- “This section” is in effect only until July 1, 2016, after which it is repealed, unless another statute is enacted.

New DMM Independent Technical Panel

- DWR, with the CUWCC, will convene a technical panel to provide information and recommendations to DWR and the Legislature on new DMMs, technologies, and approaches. There is further language on the panel members and timing.

Potential Recycled Water Uses

- Indirect potable reuse is to be considered as an option for a potential use of recycled water.

UWMP Distribution

- A copy of the UWMP will also be submitted to the California State Library no later than 30 days after its adoption.

Exemplary UWMP Elements

- “Exemplary” elements of individual plans are to be identified in the 2011 Legislative Report.
- For the purpose of identifying the exemplary elements of the individual plans, the department shall identify in the report those water demand management measures adopted and implemented by specific urban water suppliers, and identified pursuant to Section 10631, that achieve water savings significantly above the levels established by the department to meet the requirements of Section 10631.5. (Paragraph 1).
- The department shall distribute to the panel convened pursuant to Section 10631.7 the results achieved by the implementation of those water demand management measures described in paragraph (1).
- The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

Retail Deadline

- An urban retail water supplier is granted an extension to July 1, 2011, for adoption of an urban water management plan.

Attachment 1
Urban Water Management Plan - 2010
Page 3 of 3

Wholesaler Deadline

- An urban wholesale water supplier whose urban water management plan is granted an extension to July 1, 2011, to permit coordination between an urban wholesale water supplier and urban retail water suppliers.

CHANGES

DMM Compliance

- Members of the CUWCC will be considered in compliance with the DMM evaluation (10631 (f) and (g)) if they comply with all the provisions of the “Memorandum of Understanding Regarding Urban Water Conservation in California,” dated December 10, 2008 and by submitting their CUWCC annual reports. The Department of Water Resources has approved the DSS model results as well.

Linkage of DMM to State Grant or Loan Program

- After January 1, 2009, eligibility for state-funded grants or loans will be conditioned on the implementation of Section 10631 DMMs. If a DMM is not currently being implemented, then the urban water supplier submits to the department for approval a schedule, financing, plan, and budget, to be included in the grant or loan agreement. If a DMM is not locally cost-effective (the present value of the local benefits is less than the present value of local costs to implement the DMM), then the water supplier will submit supporting documentation and the DWR will provide a determination within 120 days of UWMP submittal.

DELETIONS

Wholesale Suppliers Source Water

- Provide at least 60 days notification to any city or county within which the supplier provides water for the public.

Linkage of UWMP to State Grant or Loan Program

- The department shall take into consideration whether the urban water supplier has submitted an updated urban water management plan that is consistent with Section 10631, as amended by the act that adds this section, in determining whether the urban water supplier is eligible for funds made available pursuant to any program administered by the department.
- This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2006, deletes or extends that date.



City Council Agenda Report

Item # _____

Meeting Date: June 13, 2011

Subject: Award of Contract for Junipero Serra Boulevard, Hoffman Street, and San Pedro Road Rehabilitation

Recommended Action

Staff recommends that the City Council accept all bids, waive minor irregularities, and award a construction contract to Ghilotti Bros. Contractors, Inc. of San Rafael, California, in the amount of \$1,057,125.00, for the subject project and authorize the City Manager to execute the contract. Staff further recommends that the City Council authorize the City Manager to award the contract to the second lowest responsible bidder, Pavex Construction, a division of Graniterock Construction Company, without further action by the City Council, if Ghilotti Bros. Contractors, Inc. fails to execute the contract within the time limit specified in the bid documents.

Background

The project includes the rehabilitation of pavement on Junipero Serra Boulevard from Washington Street to the City limit near D Street (Base Bid), Hoffman Street from Hillside Boulevard to Lausanne Avenue (Add Alternate 1), and San Pedro Road from Mission Street to Junipero Serra Boulevard (Add Alternate 2).

The street segments to be rehabilitated were selected by an evaluation utilizing the City's Pavement Management Program, recommendations from the Streets Division, funding availability, and coordination with other planned projects of the City and utility companies to avoid immediate excavation in the newly rehabilitated street pavement.

The City was allocated \$1,058,000.00 in Federal Surface Transportation Program (STP)/ Congestion Mitigation and Air Quality Improvement (CMAQ), Cycle 1, funding. The street segments selected for rehabilitation are eligible to receive Federal STP/CMQA funds.

As a condition for receiving Federal funds, the California Department of Transportation required the City to establish goals for Disadvantaged Business Enterprises (DBEs) and Underutilized Disadvantaged Business Enterprises (UDBEs). The City's DBE goal is 12.5%, of which, the UDBE portion is 5.0%. To be considered responsible, the lowest three bidders were required to either meet the City's UDBE goal or demonstrate adequate good faith efforts to find and use UDBEs if the bidder's stated commitment is less than the goal. The State does not require the City to analyze the DBE goal or commitment. Good faith efforts can be demonstrated by the quality, quantity, and intensity of bidders' efforts to advertise in publications, send written notices to certified UDBEs, and follow-up by telephone contact with UDBE's or any other demonstrated level of commitment.

Discussion

Seven (7) bids were received for this project on April 14, 2011 with total bids ranging from \$1,057,125.00 to \$1,468,307.00 for the Base Bid and Add Alternates. The following table summarizes the three lowest bids and the Engineer's Estimate:

Bidder	Base Bid	Add Alternate 1	Add Alternate 2	Total Bid	Comment on Bidder
1. Ghilotti Bros. Contractors, Inc.	\$561,781.50	\$193,495.00	\$301,848.50	\$1,057,125.00	Responsive
2. Pavex Construction	\$603,260.00	\$242,836.00	\$370,629.00	\$1,216,725.00	Responsive
3. Granite Construction Company	\$657,966.00	\$231,337.00	\$343,103.00	\$1,232,406.00	Non- responsive
Engineer's Estimate	\$684,085.00	\$212,950.00	\$345,080.00	\$1,242,115.00	

Ghilotti Bros. Contractors, Inc. of San Rafael, California, has been in business since 1952. This bidder holds the required Class A contractor's license, which is current and in good standing. The bidder's references indicate acceptable work for the City and County of San Francisco. The bidder also successfully completed the emergency repairs along John Muir Drive for Daly City in 2008. Based on Public Works staff evaluation, this bidder demonstrated adequate good faith efforts to find and use UDBEs.

Pavex Construction, a division of Graniterock Company, of San Jose, California, has been in business since 1900. This bidder holds the required Class A contractor's license, which is current and in good standing. The bidder's references indicate acceptable work for the City of Monterey. Pavex Construction successfully completed a resurfacing project for Daly City in 2009. Based on Public Works staff evaluation, this bidder demonstrated adequate good faith efforts to find and use UDBEs.

Granite Construction Company of Watsonville, California has been in business since 1922. This bidder holds the required Class A contractor's license, which is current and in good standing. The bidder's references indicate acceptable work for the City of Campbell. Based on Public Works staff evaluation, this bidder did not meet the City's UDBE goal and did not adequately demonstrate good faith efforts.

If the contract is awarded, then construction is anticipated to commence in July 2011 and be completed in October 2011.

Fiscal Impact

The project budget includes a five percent (5%) contingency and a ten percent (10%) construction inspection, administration, and laboratory sample collection and analysis budget for a total project budget of \$1,215,693.75.

Adequate funds are available in the FY 2010-11 Gas Tax project Account 17-312-689, Water Fund Account 41-385-617, and Sanitation Fund Account 87-920-617 for the total estimated project cost for the award of the Base Bid and Add Alternates. Water and Sanitation funds are used to finance the necessary relocation and adjustment of Water and Sanitation facilities within the limits of the paving work.

Summary/Conclusion

Staff recommends that the City Council award a construction contract for the subject project to Ghilotti Bros. Contractors, Inc. of San Rafael, California, in the total bid amount of \$1,057,125.00. Staff recommends that the City Council authorize the City Manager to execute contract documents or award the contract to the second lowest responsible bidder, Pavex Construction, without further action by the City Council, if Ghilotti Bros. Contractors, Inc. fails to execute the contract within the time limit specified in the bid documents.

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

Respectfully submitted,

Hae Won Ritchie

Hae Won Ritchie
Civil Engineering Associate

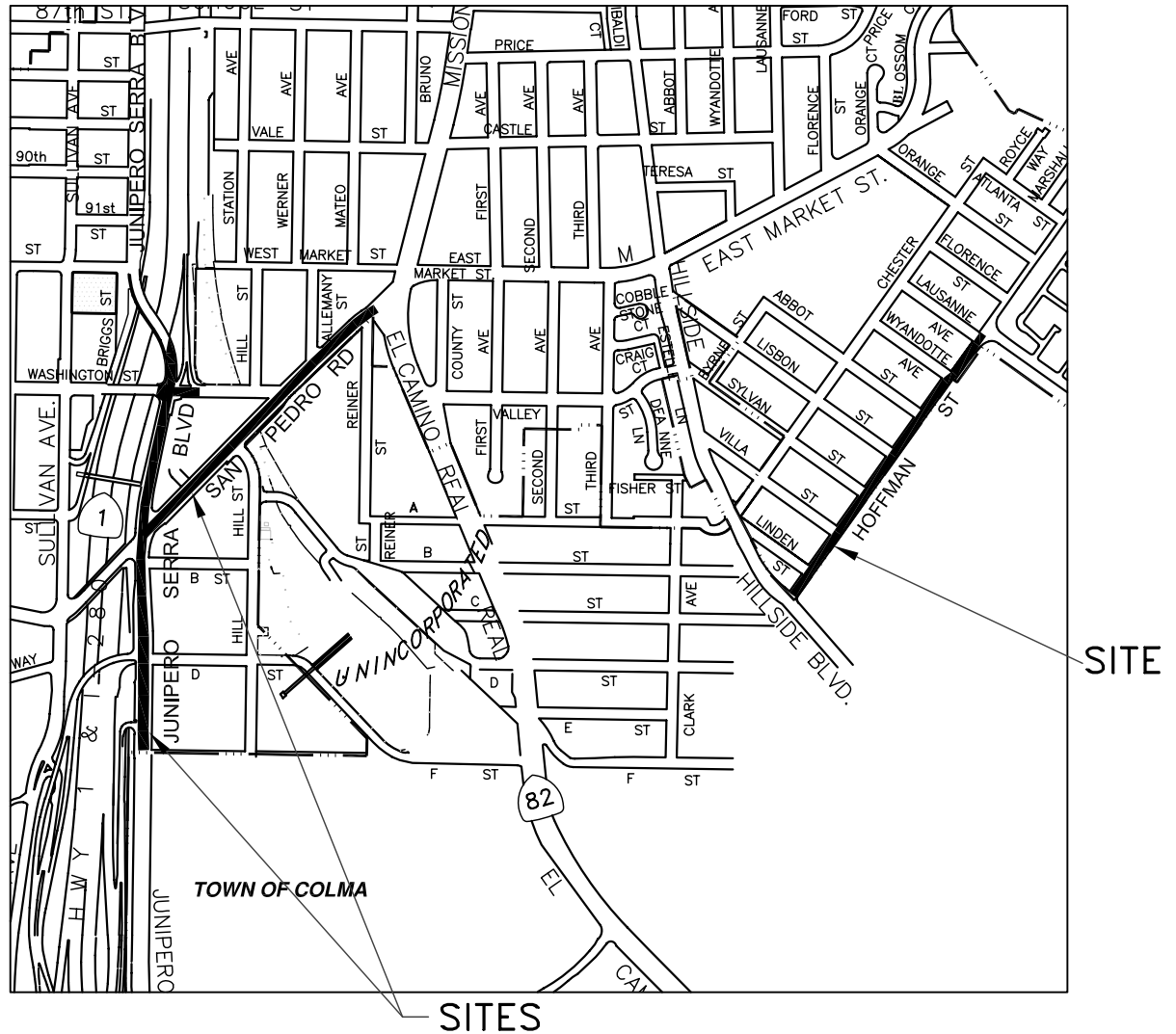
John L. Fuller

John L. Fuller
Director of Public Works

Attachments: Project Location Map

CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION FOR CONSTRUCTION OF
**JUNIPERO SERRA BOULEVARD,
HOFFMAN STREET AND
SAN PEDRO ROAD REHABILITATION**
FEDERAL PROJECT NO. STPL - 5196 (035)





City Council Agenda Report

Item # _____

Meeting Date: June 13, 2011

Subject: Award of Construction Contract for the Gellert Boulevard Bicycle Lanes Project

Recommended Action

Staff recommends that the City Council accept all bids, waive minor irregularities, and award a construction contract to Chrisp Company of Fremont, California, in the amount of \$82,625 for the subject project and authorize the City Manager to execute the contract.

Background

The State of California Highway Safety Improvement Program (HSIP) provides federal funding to implement safety improvements needed to reduce the number and severity of accidents on public roads. Typical projects include: intersection improvements; pavement and shoulder widening; modifications of roadway alignment; signing; pavement markings and delineation, and minor structure replacements or modifications. Projects may qualify for HSIP funding based on a calculated Safety Index (SI). The SI is calculated based on the project area's accident history, life cycle and accident reduction factor as provided by Caltrans for the type of improvement proposed.

The City received \$88,650 in HSIP grant funds to install approximately 1.25 miles of Class II bike lanes along Gellert Boulevard between Hickey Boulevard and King Drive, with a pedestrian refuge at the intersection of Gellert Boulevard/Serravista Avenue. The project also includes installing Class III bike route on Gellert Boulevard between Serramonte Boulevard and Hickey Boulevard, thereby completing the bikeway on Gellert Boulevard.

The construction bid documents include a Base Bid and one Add Alternate. The Base Bid for the subject project includes installation of signs, striping and pavement markings to designate the bike lanes along Gellert Boulevard between Hickey Boulevard and King Drive, with a pedestrian refuge on the south approach of Gellert Boulevard at Serravista Avenue, in front of Fire Station No. 94. Add Alternate 1 includes installation of signs and pavement markings along Gellert Boulevard between Serramonte Boulevard and Hickey Boulevard; local funds will be used for this portion of the project.

Discussion

Two (2) bids were received on May 17, 2011 with total bids ranging from \$61,430 to \$82,625. The two bids and the Engineer's Estimate are summarized as follows:

Bidder	Total Bid	Comments
1. Bayside Stripe and Seal Inc.	\$61,430	Non-responsive Bid
2. Chrisp Company	\$82,625	Responsive Bid
Engineer's Estimate	\$83,980	

Bayside Stripe and Seal Inc. of Petaluma, California, has been in business since 2006. This bidder is considered to be non-responsive due to not holding the required Class A contractor's license which was specified in the call for bids and submitting an incomplete bid proposal to demonstrate good faith efforts to find and use Underutilized Disadvantaged Business Enterprises (UDBEs).

Chrisp Company of Fremont, California, has been in business since 1979. This bidder holds the required Class A contractor's license, which is current and in good standing. The bidder has successfully completed work as a subcontractor for several projects in Daly City, including the Street Slurry Seal project in 2008 and Gellert Boulevard Rehabilitation project in 2010. Based on Public Works staff evaluation, this bidder met UDBE goal and demonstrated adequate good faith efforts to find and use UDBEs.

If the project is awarded as recommended, construction is anticipated to commence in July 2011 and be completed in October 2011.

Fiscal Impact

The construction cost for the Base Bid (Hickey Boulevard to King Drive) and Add Alternate 1 (Serramonte Boulevard to Hickey Boulevard) is \$99,150, including ten percent (10%) contingency and a ten percent (10%) construction inspection and contract administration cost. The City has been awarded a grant of \$88,650. The City's local match requirement for project implementation is approximately \$10,500. Adequate funds are available in the FY 2010-11 Gas Tax Account 17-312-670 for the local match.

Summary/Conclusion

Staff recommends the City Council accept all bids, waive minor irregularities, and award a construction contract to Chrisp Company of Fremont, California, in the amount of \$82,625, for the subject project and authorize the City Manager to execute the contract.

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

Respectfully submitted,



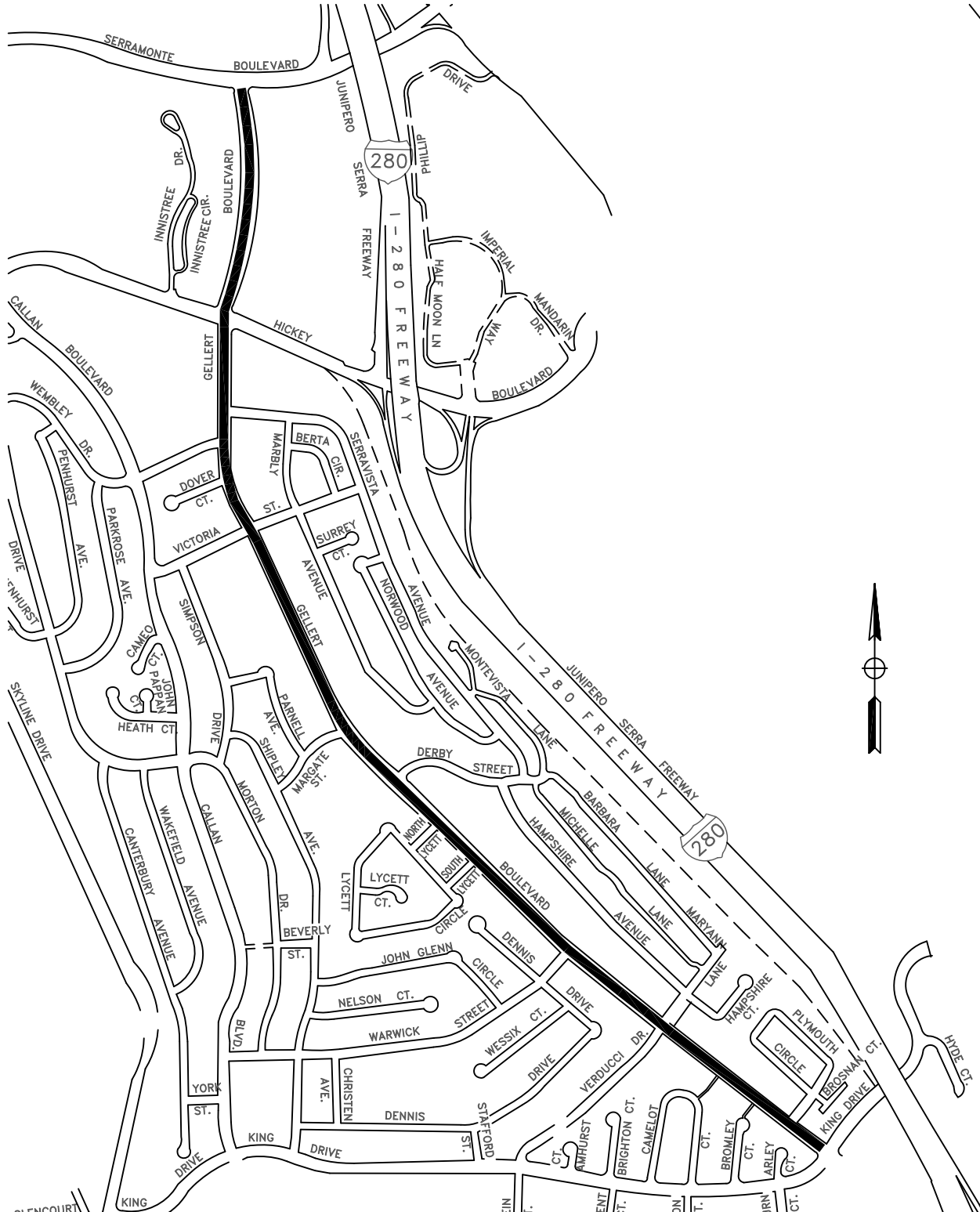
Shirley Chan
Traffic Engineer



John L. Fuller
Director of Public Works

Attachments: Location Map

GELLERT BOULEVARD BICYCLE LANES





City Council Agenda Report

Item # _____

Meeting Date: June 13, 2011

Subject: Award of Construction Contract for the Street Slurry Seal and Cape Seal 2011 Project

Recommended Action

Staff recommends that the City Council accept all bids, waive minor irregularities, and award a construction contract to Valley Slurry Seal Company of West Sacramento, California, in the amount of \$843,292.00 for the subject project and authorize the City Manager to execute the contract. Staff further recommends that the City Council authorize the City Manager to award the contract to the second lowest responsible bidder, without further action by the City Council, if Valley Slurry Seal fails to execute the contract within the time limit specified in the bid documents.

Background

Since 1998, Daly City has instituted its Street Slurry Seal Project as an annual preventative maintenance program as the most fundamental element in the City's strategy to preserve and extend the life of City streets in a cost effective and efficient manner. Street slurry sealing and cape sealing replaces fine aggregate stripped from the pavement surface, reduces water penetration in the roadway base and thereby reduces base failures and the resultant damage that is more costly to repair. Streets selected to be slurry sealed, cape sealed, or microsurfaced are based on several factors including the City's Seven-Year Master Plan, the City's computer based pavement management system recommendations, and visual observation of the streets.

The construction bid documents include a Base Bid and one Add Alternate. The Base Bid for the subject project includes slurry sealing and cape sealing approximately 12.2 miles of City streets, as shown on the attached plan. Add Alternate 1 includes pavement repairs and concrete removal on portions of Bellevue Avenue and Liebig Street.

Discussion

Four (4) bids were received on May 18, 2011 with total bids ranging from \$843,292.00 to \$1,006,625.50. The lowest three bids and the Engineer's Estimate are summarized as follows:

Bidder	Total Bid	Comments
1. Valley Slurry Seal Co.	\$843,292.00	Responsive Bid
2. American Asphalt, Inc.	\$845,685.75	Responsive Bid
3. Graham Contractors, Inc.	\$879,361.75	Responsive Bid
Engineer's Estimate	\$916,435.00	

Valley Slurry Seal Co. of West Sacramento, California, has been in business since 1974. This bidder holds the required Class A contractor's license, which is current and in good standing. The contractor's references for work performed for other public agencies are acceptable, including City

of Dublin and Napa County. The contractor also successfully completed Daly City's Street Slurry Seal project in 2004 and 2007.

In the event Valley Slurry Seal fails to execute the contract American Asphalt Repair and Resurfacing Company Inc. of Hayward, California, would be the next lowest bidder. American Asphalt Repair and Resurfacing has been in business since 1983. This bidder holds the required Class A contractor's license, which is current and in good standing. The contractor also successfully completed Daly City's Street Slurry Seal projects in 2003-04, 2008 and 2010.

If the project is awarded as recommended, construction is anticipated to commence in July 2011 and be completed in October 2011.

Fiscal Impact

The construction cost for the Base Bid and Add Alternate 1 is \$1,022,000, including a ten percent (10%) contingency and a ten percent (10%) construction inspection and contract administration cost. Adequate funds are available for the Base Bid and Add Alternate 1 in the FY 2011-12 Gas Tax project Account 17-312-618.

Summary/Conclusion

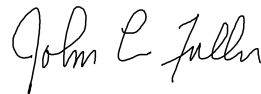
Staff recommends the City Council accept all bids, waive minor irregularities, and award a construction contract to Valley Slurry Seal Co. of West Sacramento, California, in the amount of \$843,292.00, for the subject project and authorize the City Manager to execute the contract. Staff further recommends that the City Council authorize the City Manager to award the contract to the second lowest responsive bidder, American Asphalt Repair and Resurfacing Company, Inc., without further action by the City Council, if Valley Slurry Seal Co. fails to execute the contract within the time limit specified in the bid documents.

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

Respectfully submitted,



Shirley Chan
Traffic Engineer

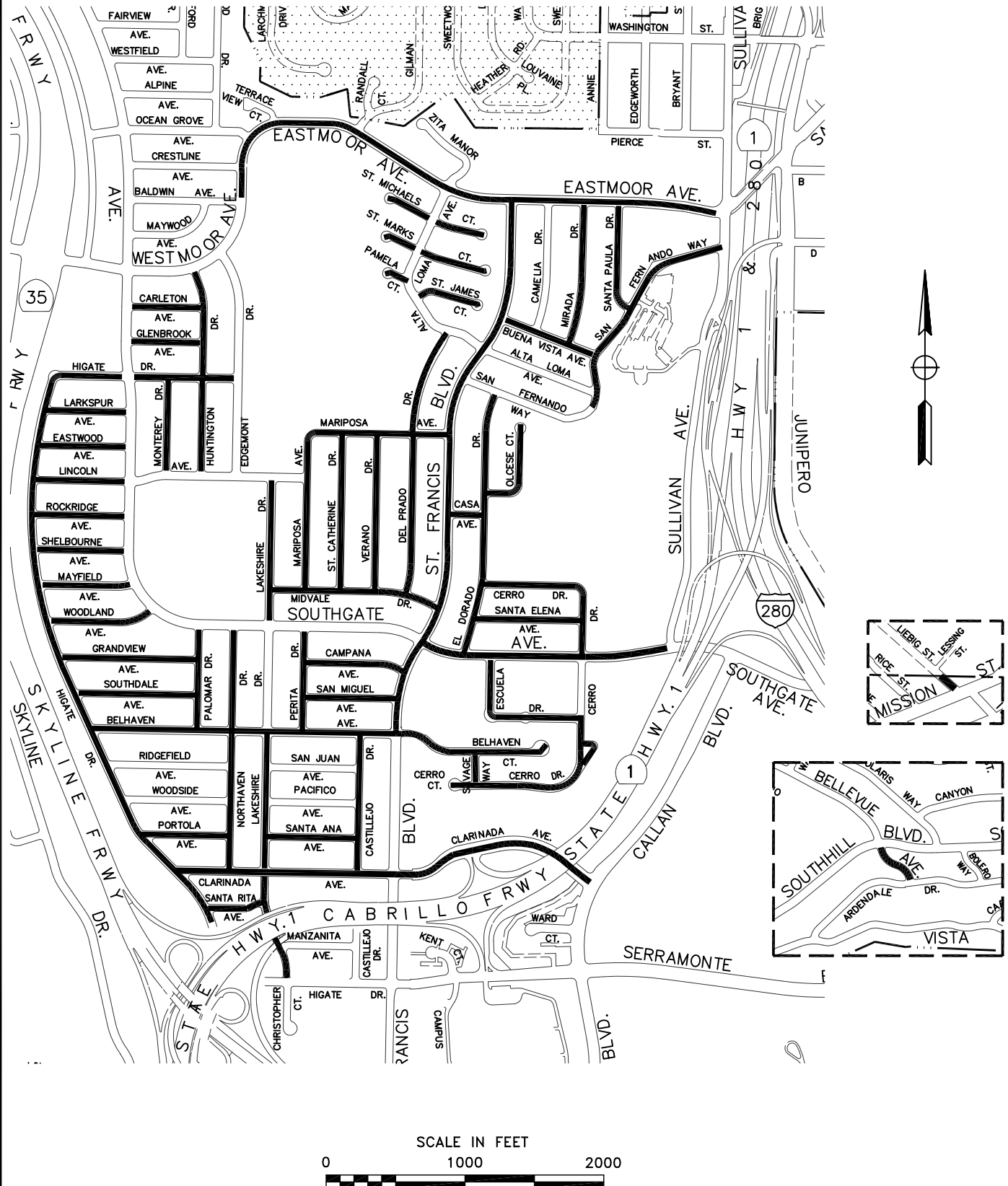


John L. Fuller
Director of Public Works

Attachments: Location Map

CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

PROJECT PLANS FOR CONSTRUCTION OF
STREET SLURRY SEAL AND CAPE SEAL 2011





City Council Agenda Report

Item # _____

Meeting Date: June 13, 2011

Subject: Award of Contract for Street Resurfacing 2011

Recommended Action

Staff recommends that the City Council accept all bids, waive minor irregularities, and award a construction contract to Ghilotti Bros. Contractors, Inc. of San Rafael, California, in the amount of \$608,120.90, for the subject project and authorize the City Manager to execute the contract. Staff further recommends that the City Council authorize the City Manager to award the contract to the second lowest responsible bidder, G. Bortolotto & Company, Inc., without further action by the City Council, if Ghilotti Bros. Contractors, Inc. fails to execute the contract within the time limit specified in the bid documents.

Background

The project includes the base failure repair and asphalt concrete (AC) overlay of approximately 1.45 miles of various residential City streets as shown on the attached location map. The street segments to receive an AC overlay were selected by an evaluation utilizing the City's Pavement Management Program, recommendations from the Streets Division, funding availability, and coordination with other planned projects of the City and utility companies to avoid immediate excavation in the newly rehabilitated street pavement.

The City was allocated \$1,578,210.87 for its share of Proposition 1B funding from the State of California from the 2009-10 appropriations based on population. The City's allocation will fund two separate projects: Street Resurfacing 2011 and Street Resurfacing 2012.

The City also received Community Development Block Grant - Recovery Act (CDBG-R) funding from the Department of Housing and Urban Development (HUD). The funds were appropriated through the American Recovery and Reinvestment Act of 2009. The street resurfacing project was allocated approximately \$120,000 of CDBG-R funding from HUD to update the curb ramps within the project limits in compliance with the Americans with Disabilities Act (ADA).

The availability of CDBG-R funding from HUD for the project enabled Staff to advance the pavement repair and curb ramp work for Belmar Avenue from the planned Street Resurfacing 2012 to Street Resurfacing 2011. The work on Belmar Avenue was added as Add Alternate 1 by way of an addendum to the project at the time of advertisement.

Discussion

Seven (7) bids were received for this project on April 26, 2011 with total bids ranging from \$608,120.90 to \$795,956 for the Base Bid and Add Alternate 1. The following table summarizes the three lowest bids and the Engineer's Estimate:

Bidder	Base Bid	Add Alternate 1	Total Bid	Comment on Bidder
1. Ghilotti Bros. Contractors, Inc.	\$499,165.00	\$108,955.90	\$608,120.90	Responsive
2. G. Bortolotto & Company, Inc.	\$530,345.20	\$109,350.10	\$639,695.30	Responsive
3. Half Moon Bay Grading & Paving, Inc.	\$558,003.00	\$109,900.00	\$667,903.00	Responsive
Engineer's Estimate	\$543,145.00	\$103,240.00	\$646,385.00	

Award of Contract for Street Resurfacing 2011

Meeting Date: June 13, 2011

Page 2 of 2

Ghilotti Bros. Contractors, Inc. of San Rafael, California, has been in business since 1952. This bidder holds the required Class A contractor's license, which is current and in good standing. The bidder's references indicate acceptable work for the City and County of San Francisco. The bidder also successfully completed the emergency repairs along John Muir Drive for Daly City in 2008.

If Ghilotti Bros. Contractors, Inc. fails to execute the contract G. Bortolotto & Company, Inc. of San Carlos, California would be awarded the contract as the second lowest bidder. G. Bortolotto & Company, Inc. has been in business since 1979. This bidder holds the required Class A contractor's license, which is current and in good standing. The bidder's references indicate acceptable work for the City of San Mateo. The bidder successfully completed a resurfacing project for Daly City in 2007.

If the contract is awarded, then construction is anticipated to commence in July 2011 and be completed in September 2011.

Fiscal Impact

The project budget includes a five percent (5%) contingency and a ten percent (10%) construction inspection, administration, and laboratory sample collection and analysis budget for a total project budget of \$700,000.

Adequate funds are available in the FY 2010-11 Gas Tax project Account 17-312-608, Water Fund Account 41-385-617, and Sanitation Fund Account 87-920-617 for the total estimated project cost for the award of the Base Bid and Add Alternate 1. Water and Sanitation funds are used to finance the necessary relocation and adjustment of Water and Sanitation facilities within the limits of the paving work.

Summary/Conclusion

Staff recommends that the City Council award a construction contract for the subject project to Ghilotti Bros. Contractors, Inc. of San Rafael, California, in the total bid amount of \$608,120.90. Staff recommends that the City Council authorize the City Manager to execute contract documents or award the contract to the second lowest responsible bidder, G. Bortolotto & Company, Inc., without further action by the City Council, if Ghilotti Bros. Contractors, Inc. fails to execute the contract within the time limit specified in the bid documents.

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

Respectfully submitted,

Hae Won Ritchie

Hae Won Ritchie
Civil Engineering Associate

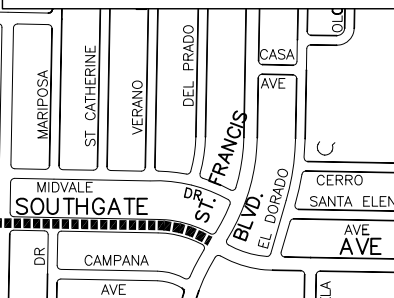
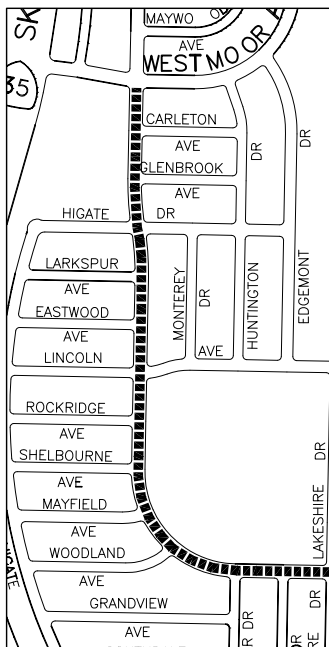
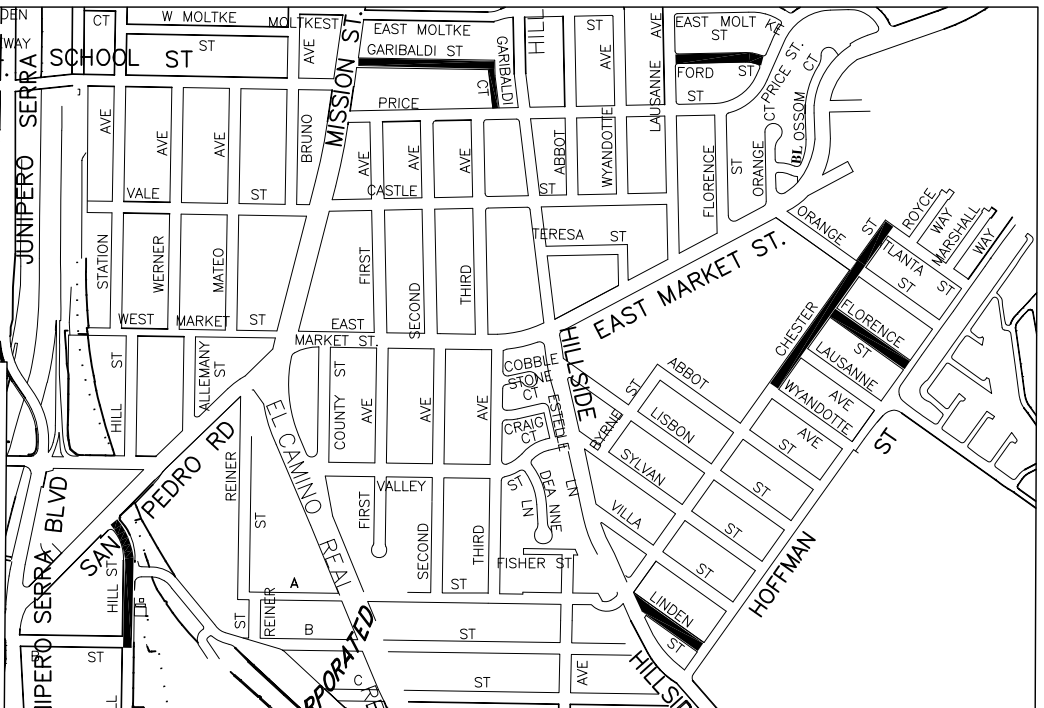
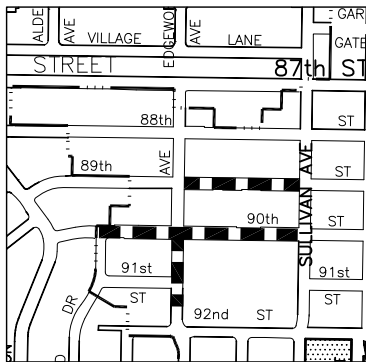
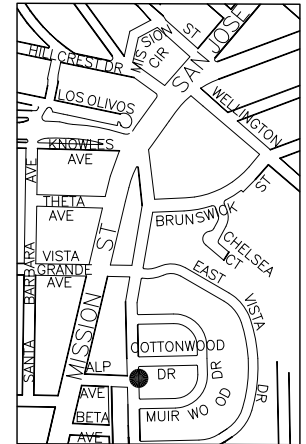
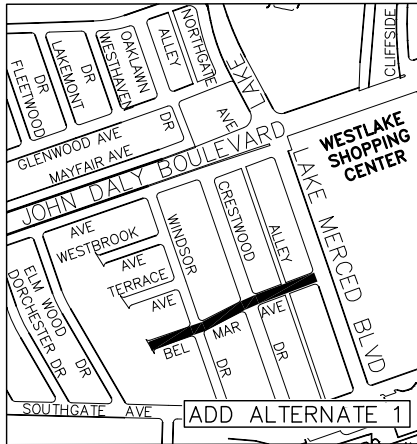
John L. Fuller

John L. Fuller
Director of Public Works

Attachments: Project Location Map

CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION MAP
STREET RESURFACING 2011



-  RESURFACING
-  RESURFACING OF PARKING LANES ONLY
-  RAISING AND REPLACING OF MANHOLE FRAMES, COVERS AND VALVE BOX ONLY
-  CURB RAMP ONLY

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ORDINANCE NO. 1356

AN ORDINANCE OF THE CITY OF DALY CITY ADDING
CHAPTER 3.48 OF TITLE 3 OF THE DALY CITY MUNICIPAL CODE
RE: ELECTING TO ADOPT THE UNIFORM CONSTRUCTION COST ACCOUNTING
ACT PROCEDURES AND ESTABLISHING INFORMAL BIDDING PROCEDURES

WHEREAS, the State of California, Public Contract Code Section 22032, et seq. sets forth informal bidding procedures for Public Projects; and

WHEREAS, the City Council for the City of Daly City has determined that it is in the best interest of the City of Daly City to adopt these procedures for informal bidding of Public Projects.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DALY CITY DOES ORDAIN AS FOLLOWS:

The City Council of the City of Daly City, DOES ORDAIN as follows:

Section 1: Chapter 3.48 of the Daly City Municipal Code is hereby added to the Daly City Municipal Code to read as follows:

Chapter 3.48

INFORMAL BIDDING PROCEDURES FOR PUBLIC PROJECTS

Sections:

- 3.48.010 Purpose**
- 3.48.020 Public Works Project Bidding Procedures**
- 3.48.030 Public Works Project Negotiated Contract Procedures**
- 3.48.040 Informal Bidding Procedures**
- 3.48.050 Award of contracts**
- 3.48.060 Adjustments of amounts**
- 3.48.070 Emergencies**

3.48.010 Purpose.

The Uniform Public Construction Cost Accounting Act (the “Act”; California Public Contract Code Section 22000 et seq.) establishes uniform cost accounting standards. Local agencies that elect to become subject to the Act’s accounting standards are required to enact an informal bidding ordinance to govern the selection of contractors to perform public projects in accordance with the Act. The City of Daly City has elected to become subject to the uniform construction accounting standards set forth in the Act and has established this chapter in accordance with California Public Contract Code Section 22034.

3.48.020 Public Works Project Bidding Procedures.

A. A public work project of Thirty Thousand Dollars (\$30,000) or less may be performed by City force account, by negotiated contract, or by purchase order.

B. A public work project greater than \$30,000 and less than or equal to One Hundred Twenty-five Thousand Dollars (\$125,000) may be let to contract by informal bid procedures, as established in Section 3.48.040.

C. A public work project of more than \$125,000 shall, except as otherwise provided in Section 3.48.050(B) be let by formal bidding procedures in accordance with all applicable provisions of the California Public Contract Code or successor statute.

D. The described project cost limits of subsection A through C shall be increased automatically as authorized pursuant to the adjustments made by the California Uniform Construction Cost Accounting Commission under Public Contracts Code section 22020 or successor statute.

3.48.030 Public Works Project Negotiated Contract Procedures.

A. Cost Estimate. For project qualifying under subsection A of section 3.48.020, the appropriate department shall obtain a cost estimate from the project engineer or architect prior to negotiating a contract with a responsible contractor. For any City force account work, the department head shall first comply with the guidelines established by the California Uniform Construction Cost Accounting Commission in determining the cost of the public work.

B. Award of Contract. The City Manager or his or her designee assigned to the approved funding source shall have the authority to award and to execute any contract for the public work qualifying under subsection A of section 3.48.020 in an amount up to and including \$30,000, or in the amount as automatically increased pursuant to subsection D of section 3.48.020.

3.48.040 Informal Bidding Procedures.

A. Maintenance of Contractors List. A list of contractors shall be developed and maintained in accordance with the provisions of Public Contract Code Section 22034 and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

B. Notice Inviting Informal Bids.

1. Contents of Notice. The notice inviting bids shall describe the project in general terms, set forth how to obtain more detailed information about the project, state the time and place for submission of bids, and whether bid deposit or bond and faithful performance bond will be required.
2. Mailing of Notice. Where a public project subject to the provisions of this Section is to be performed, a notice inviting bids shall be mailed or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with subsection A of Section 3.48.040, and/or to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Public Contract Code Section 22036 or successor statute.

3. Timing of Notice. All mailing or email of notices shall be completed not less than ten (10) calendar days before bids are due.
4. Additional contractors and/or construction trade journals. Additional contractors and/or construction trade journals may be notified at the discretion of the City, provided however if there is no list of qualified contractors maintained by the City for a particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
5. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

3.48.050 Award of contracts.

A. The City Manager or his or her designee is authorized to award informal contracts pursuant to this Section.

B. Bids in Excess of Statutory Amount. If all bids received are in excess of one hundred twenty-five thousand dollars (\$125,000), or in the amount as automatically increased pursuant to subsection D of Section 3.48.020, the City Council may by passage of a resolution by a four-fifths (4/5) vote, award the contract up to one hundred thirty-seven thousand five hundred dollars (\$137,500) to the lowest responsible bidder, if it determines that the original cost estimate of the City was reasonable.

3.48.060 Adjustments of amounts.

Pursuant to the Act, the maximum dollar amounts authorized by the Act for informal bidding projects are periodically subject to change by the state of California. The dollar amounts in this chapter shall be read and interpreted to be whatever the maximum amounts authorized pursuant to the terms of the Act are, as it may be amended from time to time, or as such amounts have been adjusted by the State Controller in accordance with California Public Contract Code Section 22020. No amendment of this chapter shall be necessary for the city to utilize the higher amount if such amount has been authorized by the state of California in accordance with the Act.

3.48.070. Emergencies.

A. In cases of emergency when repair or replacements are necessary, the City Council may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets or working details, or giving notice of bids to let contracts. The work may be done by day labor under the direction of the City Manager or his or her designee, by contractor, or by a combination of the two.

B. In case of emergency, if notice for bids to let contracts will not be given, the City shall comply with the provisions of Public Contract Code Section 22050.

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: Environmental Determination. 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 23rd day of May, 2011.

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 _____ day of _____, 2011, by the following vote:

AYES, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: June 13, 2011

To: Honorable City Council
From: Anna Mostella, City Manager's Office
Date: May 23, 2011
Subject: Council Committee Meetings, May 23 – June 12, 2011

Date of Meeting:

May 26, 2011

Meeting:

North County Fire Authority
Board of Directors Meeting

In Attendance:

Carol L. Klatt
Michael P. Guingona
Patricia E. Martel
Ron Myers

May 31, 2011

Mission Street Committee Regarding
Five-Year Implementation Plan for the
Mission Street-Junipero Serra Blvd.
Commercial Business District
Redevelopment Project (2011-2015)

Carol L. Klatt
Michael P. Guingona
Patricia E. Martel
Richard Berger
Betsy Zobell

June 9, 2011

CDBG Advisory Committee Regarding
FY11-12 CDBG Allocations

Carol L. Klatt
Raymond A. Buenaventura
Patricia E. Martel
Richard Berger
Betsy Zobell
My Do-Kruse

/am

cc: Richard Berger, Director ECD
Peter Pirnejad, Asst. Director ECD
Tatum Mothershead, Planning Manager
Michael VanLonkhuyzen, Senior Planner

COMMITTEE REPORT TO CITY COUNCIL

Subject: Five Year Implementation Plan for the
Mission Street-Junipero Serra Boulevard Commercial Business
District Redevelopment Project (2011-2015)

Date of Meeting: 5/31/11

Committee Members Present: Mayor Carol Klatt
Councilmember Michael P. Guingona

Staff Present: Patricia Martel, City Manager; Richard Berger, Director Economic
and Community Development; Betsy ZoBell, Housing and
Community Development Supervisor

ACTION SUMMARY

Conduct a public hearing to hear citizen comment on an updated Five Year Implementation Plan for the Mission Street-Junipero Serra Boulevard Commercial Business District Redevelopment Project and present Plan for the project area to Agency for consideration.

BACKGROUND

Under California Redevelopment Law, Redevelopment Agencies are required to prepare and adopt an implementation plan every five years. The plan must set specific goals and objectives for the Agency and describe activities and expenditures for a particular project area.

Five-Year Implementation Plans for the Mission Street-Junipero Serra Boulevard Commercial Business District Redevelopment Project were adopted in 1994, 2001 and 2007. The 2007 plan expired in 2010 and an updated plan is required at this time.

Staff has prepared a draft Five-Year Implementation Plan for the years 2011-15. The Plan includes the following chapters:

- A. Introduction
- B. Background
- C. Project Area Description
- D. Goals and Objectives
- E. Project Area Blighting Conditions and Elimination of Blight
- F. Five-Year Action Program for Non-Housing Redevelopment Activities
- G. Housing Component Overview
- H. Housing Production Plan
- I. Housing Objectives and Programs

- J. Housing Program Revenues and Expenditures
- K. Review of Previous Implementation Plan
- L. Implementation Plan Conclusion

DISCUSSION

Staff has prepared a revised update to the Mission Street-Junipero Serra Boulevard Commercial Business District Redevelopment Project Implementation Plan. Specific redevelopment goals outlined in the draft plan are as follows:

- Facilitate economic development, stimulate and attract private investment, and create employment opportunities for Daly City residents
- Improve infrastructure and public facilities
- Improve Mission Street as a commercial corridor to meet community needs for retail and business services, housing and transit opportunities while preserving its cultural qualities and neighborhood business character
- Promote affordable housing development through compliance with State laws and Agency sponsored programs and development
- Encourage and support community participation in the redevelopment process

Attachment A to this report provides a summary of the Draft Five Year Implementation for the Mission Street-Junipero Serra Boulevard Commercial Business District Redevelopment Project for the years 2011 through 2015.

Pursuant to the CCRL, a public hearing on the Plan is required. This hearing is scheduled for June 27, 2011.

The revised draft of the Implementation Plan will be posted on the City's web site. Notice of the public hearing will be published in the Examiner. In addition, notice of the hearing will be posted in at least four permanent places within the project area for a period of three weeks.

Attachment A

Summary of Draft Five Year Implementation Plan the Mission Street-Junipero Serra Boulevard Commercial Business District Redevelopment Project 2011-2015

In order to achieve these goals, the Draft Five Year Implementation Plan for the Mission Street-Junipero Serra Boulevard Commercial Business District Redevelopment Project envisions the following action steps:

Planning– Planning activities will focus on the ongoing revitalization of Mission Street in a manner consistent with Daly City’s Urban Design Plan, the Peninsula Corridor Plan, General Plan and Zoning Ordinance. These steps might include:

- Revision of existing design and streetscape guidelines
- Evaluation of impacts and benefits of alternate land use designations
- Review zoning and planned densities to encourage mixed use commercial and residential development
- Undertake engineering and planning studies relating to infrastructure improvements required to support new development
- Include goals and objectives from this Implementation Plan in the General Plan Update

The total estimated cost for planning activities is \$300,000

Economic Development – Economic Development activities in the Mission Street Project Area will focus on completion of developments that stimulate economic activity and foster job creation. Developments in this category include completion of 88 Hillside (formerly Landmark Plaza) and Pacific Plaza as well as new projects and include the following activities:

- Strategic site assembly
- Business enhancement activities
- Soil remediation programs
- Specific planning of key sites

The total potential cost to the Agency for economic development activities is estimated at \$4.7 million

Building Rehabilitation, Façade Improvements & Historic Preservation – Many of the buildings in the Projects Area have significant physical deficiencies including code violation problems, substandard

building conditions and public nuisance complaints. Redevelopment activities during the Implementation Plan period will include:

- Continue façade improvement Program
- Coordinate with Code Enforcement program to encourage building rehabilitation

The total potential cost for Building Rehabilitation, Façade Improvement and Historic Preservation is activities are estimated at \$750,000.

Circulation and Landscaping – Mission Street presents challenges to economic growth that rest primarily with the character of the street being essentially a six and four lane State Highway with fast moving traffic, lack of parking and narrow sidewalks. The Top of the Hill Improvement project seeks to address these challenges with several project-area improvements including a pedestrian and transit plaza, bus shelters, lighting, sidewalk widening, pedestrian safety, signage, water service upgrades and landscaping.

The City is also working with BART on the Daly City BART Station Access Improvement Plan which focuses on the following three areas: (1) transit operations; (2) pedestrian and bicycle access; and (3) safety and patron experience.

The total potential costs to the Agency for Circulation and Landscaping activities in the project area are estimated at \$2,000,000.

Public Facilities and Infrastructure – Public Facilities and Infrastructure Activities will focus on completion of public parking and water infrastructure in the Top-Of the Hill area.

The current Capital Program for the City as a whole includes 57 projects totaling over \$9 million. Total potential costs for infrastructure in the Project Area during the Implementation Period is estimated at \$2,000,000.

Site Preparation and Development – The Project Area includes about six acres of primarily underutilized land with some vacant parcels. The Agency's primary role during the next five years of the Implementation plan period will be to provide staff to evaluate, negotiate and administer real estate transactions. The total estimated cost to the Agency for site preparation and development over the next five years is \$2,000,000.

Housing - Redevelopment Law states that the Agency require and assist in the production of affordable housing in the project area. In addition, the Agency is required to spend 20 percent of its revenue on activities that result in the production of affordable housing. The draft Implementation Plan describes the various activities the Agency will undertake between 2011 through 2020 to encourage affordable housing development including new construction, housing rehabilitation and acquisition/rehabilitation. It is estimated that a total of \$3.3 million will be available in Redevelopment Agency Housing Set-Aside funds generated by the Mission Street-Junipero Serra Boulevard Commercial Business District Redevelopment Project. Potential costs for affordable housing activities in the project area are estimated at \$3.5 million.

Financial Feasibility of Implementation Plan Activities - Total revenue projection for the Mission Street-Junipero Serra Boulevard Commercial Business District Redevelopment Project during the implementation plan period is estimated at \$16.5 million. Table 1 summarizes revenue generation from the project area for the years 2011 through 2015.

Table 1

Fiscal Year	Gross Tax Inc. Revenue	Non Housing & Admin
2011/12	\$3,266,000	2,612,800
2012/13	\$3,266,000	2,612,800
2013/14	\$3,298,660	2,638,928
2014/15	\$3,331,647	2,665,317
2015/16	<u>\$3,364,963</u>	<u>2,691,970</u>
Total	\$16,527,270	\$13,221,815

Total anticipated Agency expenditures for the activities described in the draft Implementation Plan are estimated at \$16,750,000 and summarized in Table 2.

Table 2
Mission Street-Junipero Serra Blvd. Project Area Implementation Plan
Program Expenditures: 2011-2015

	Total Cost	Other Sources	Cost to Agency
Proposed Activity:			
1. Planning	\$ 315,000	\$15,000	\$ 300,000
2. Economic Development	\$ 4,900,000	\$ 200,000	\$ 4,700,000
3. Building Rehab, Façade Improvement	\$ 800,000	\$ 50,000	\$ 750,000
4. Circulation & Landscaping	\$ 2,300,000	\$ 300,000	\$ 2,000,000
5. Public Facilities/Infrastructure	\$ 2,400,000	\$ 400,000	\$ 2,000,000
6. Site Preparation & Development	\$ 2,050,000	\$ 50,000	\$ 2,000,000
7. Administration	\$ 1,500,000	0	1,500,000
Subtotal Non-Housing Project Costs	\$14,265,000	\$1,015,000	\$13,250,000
8. Housing Program	\$ 5,500,000	\$2,000,000	\$ 3,500,000
TOTAL COSTS	\$ 19,765,000	\$ 3,015,000	\$ 16,750,000

DALY CITY INTER-OFFICE MEMORANDUM

DATE: June 9, 2011

TO: CDBG Advisory Committee
Mayor Carol Klatt
Councilmember Ray Buenaventura

FROM: Betsy ZoBell, Housing and Community Development Supervisor
My Do-Kruse, Community Development Specialist

CC: Patricia Martel, City Manager
Richard Berger, Director Economic and Community Development

SUBJECT: Minor Amendment to the FY2011-12 Action Plan to Reflect HUD Funding Reductions

We are meeting on June 9, 2011 to discuss a minor amendment to the FY11-12 Action Plan in light of receiving official news of CDBG funding reductions from HUD. This memo provides background information on the allocation of Daly City's FY11-12 Community Development Block Grant (CDBG) funds.

On April 25, 2011, the City Council approved the One-Year HUD Action Plan for Fiscal Year 2011-12. The One Year Action Plan identified the specific allocation of CDBG funds for various public services and community development activities. At the April hearing, Council approval of CDBG allocations to different programs was based on staff estimates of probable HUD funding at the time. The City has since received official news of its FY11-12 CDBG grant allocation from HUD. The official CDBG grant amount, however, is \$61,407 lower than what staff had estimated in April. To offset the \$61,407 deficit in funding, staff recommends the following reductions in funding:

- A reduction of \$12,281 from CDBG administration (which is capped at 20% of the grant allocation plus 20% of program income received during the program year)
- A reduction of \$40,589 from affordable housing development
- A reduction of \$8,537 from public services

To meet the \$8,537 shortfall in the public services category, staff recommends reducing funding of activities that have received increases in funding in the previous five years. Based on this criteria, staff recommends reductions in funding for the following programs:

Activity	4/25/11 Action Plan Approved Allocation	Staff Recommendation FY11-12 Allocation	Total Reduction in Funding
John's Closet	\$8,500	\$6,825	\$1,675
LegalAid/Homesavers	\$20,000	\$14,455	\$5,545
North Peninsula Food Pantry	\$9,500	\$9,000	\$500
Ombudsman Services	\$4,500	\$4,183	\$317
Project Read	\$27,000	\$26,500	\$500

The attached table provides a one-page summary of the approved CDBG FY10-11 and FY11-12 funding allocations as well as staff proposed FY11-12 allocation recommendations and reductions in funding based on HUD's official CDBG grant allocation to the City.

Table 3: Summary of FY11-12 CDBG applications

ACTIVITY	FY10-11	FY11-12		
	FUNDED	4/25 Approved ACTION PLAN (12% Decrease in HUD Grant)	STAFF RECOMMENDATION (16.6% Decrease in HUD Grant) ¹	Difference between 4/25 Approved Action Plan & 16.6% Decrease in HUD Grant
General Administration				
General Administration	281,180	247,179	234,898	(12,281)
subtotal	281,180	247,179	234,898	(12,281)
Economic Development				
Enterprise Center	340,817	340,817	340,817	
subtotal	340,817	340,817	340,817	-
Capital Improvements				
Section 108 Loan Payments (P & I)	382,990	390,966	390,966	
Sidewalk Ramps	-	-	-	-
subtotal	382,990	390,966	390,966	-
Housing				
North Peninsula Neighborhood Services	40,000	40,000	40,000	
Rebuilding Together	23,500	23,500	23,500	
Residential Rehab	365,000	565,000	565,000	
CID/HAM	11,000	11,000	11,000	
El Concilio of San Mateo County*	-	-	-	-
Mental Health Assoc of SMC/111 Santa Barbara Renovations	9,024	-	-	-
Mercy Housing/Vista Grande Apartments Rehab	82,328	-	-	-
Housing Development	-	126,003	85,414	(40,589)
subtotal	530,852	765,503	724,914	(40,589)
Public Services				
Bay Area Legal Aid/Domestic Violence Legal Safety Net Project*	-	-	-	-
Bayshore Child Care Services	30,000	30,000	30,000	
CORA/Emergency Shelter	9,000	-	-	-
CORA/In Your Community	10,000	-	-	-
Daly City Peninsula Partnership Collaborative/HART*	-	-	-	-
Daly City Youth Health Center/Pathways for Success	8,000	8,000	8,000	
Human Investment Project/Homesharing (HIP)	17,000	16,500	16,500	
John's Closet	8,500	8,500	6,825	(1,675)
Legal Aid/Homesavers	20,000	20,000	14,455	(5,545)
Mental Health Assoc of SMC/Daly City Friendship Center	4,500	4,500	4,500	
Mental Health Assoc of SMC/Spring Street Shelter	5,000	5,000	5,000	
North Peninsula Food Pantry & Dining Center	12,500	9,500	9,000	(500)
Ombudsman Services of San Mateo County	4,500	4,500	4,183	(317)
Peninsula Conflict Resolution Center*	-	-	-	-
Pilipino Bayanihan Resource Center	3,160	-	-	-
Project Read	27,000	27,000	26,500	(500)
Project Sentinel/ Fair Housing	8,550	8,550	8,550	
Rape Trauma Services/Sexual Assault Services Program*	-	-	-	-
Samaritan House/Safe Harbor Shelter	10,000	10,000	10,000	
Service League/Case Management for Hope House Programs	10,000	6,600	6,600	
Shelter Network/Family Crossroads	20,000	20,000	20,000	
Shelter Network/Maple St. Shelter	5,000	5,000	5,000	
subtotal	212,710	183,650	175,113	(8,537)
TOTAL EXPENSES	1,748,549	1,928,115	1,866,708	(61,407)
PUBLIC SERVICES CAP 11/12		183,650	175,113	(8,537)
ADMIN CAP 11/12		247,179	234,898	(12,281)
FY11/12 ESTIMATED ENTITLEMENT GRANT		1,181,014	1,119,607	(61,407)
ESTIMATED FUNDS AVAILABLE 11/12		1,928,115	1,866,708	(61,407)
ESTIMATED FUNDS LESS TOTAL EXPENSES		-	0	0
ESTIMATED FUNDS AVAILABLE FOR PUBLIC SERVICES		0	0	(8,537)

* proposed new projects

¹ Consists of cutting funding to Pilipino Bayanihan Resource Center (-\$3,160), reduction of funding to Service League (-\$3,400), and not funding CORA's En Tu Comunidad (-\$10,000) and Emergency Shelter (-\$9,000) programs (CORA did not apply for funding for FY11-12). Funds all other public service providers at close to FY06/07 levels resulting in reductions from FY10/11 to HIP (-\$500), John's Closet (-\$1,675), Legal Aid (-\$5,545), North Peninsula Food Pantry (-\$3,500), Ombudsman Services (-\$317), and Project Read (-\$500).