

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, May 23, 2016 - 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, 2016

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. Calling for Daly City Municipal Election on November 8, 2016, Consolidation with San Mateo County in the Statewide General Election and Request for Specified Election Services in Accordance with the Election Code of the State of California
2. Authorizing Use of Federal Asset Forfeiture Funds (DEA) for the Installation of an Internet Safe Exchange Zone
3. Approving a Purchase Agreement with Lucity, Inc. for Asset and Infrastructure Management Software
4. Adopting a Resolution of Intent to Adopt the City's Annual Appropriation Limitation (Gann Limit)
5. Proposing New Classification of Lead Traffic Signal-Street Light Technician Job Specification and Assignment to Range 59 of AFSCME Salary Schedule (Civil Service)
6. Proposed Revisions to the Traffic Signal-Street Light Technician (Civil Service)
7. Noticing Completion of the Norwood Park Rehabilitation Project
8. Accepting and Appropriating \$16,340.50 from IMG Worldwide, Inc. (Swinging Skirts LPGA Classic) for Unanticipated Costs within the Department of Library and Recreation Services
9. Approving the Acceptance of Certain Real Property from the Successor Agency to the Daly City Redevelopment Agency and Authorizing Execution of Compensation Agreements with Affected Taxing Entities
10. Authorizing Appropriation of Funds to the Successor Agency to the Daly City Redevelopment Agency for Legal Expenses and Authorizing the Execution of a Funding Agreement
11. Setting Time and Place of Public Hearing - Notice of Intent to Lien Real Property

END OF CONSENT AGENDA

PUBLIC HEARINGS:

12. Public Hearing on the City's Proposed Urban Water Management Plan – 2015

Staff:

Royer

Recommended Action:

Open/Close Hearing

Adopt Resolution

Roll Call

13. Public Hearing for Appeal of the Findings and Order of the Administrative Hearing Board for 125 Shakespeare Street (APN 003-031-010) Roy & Monalin O. Arneson, Property Owners

Staff:

Campbell

Recommended Action:

Open/Close Hearing

Adopt Resolution

Roll Call

COMMUNICATIONS:

14. Proposed Agreement with the County of San Mateo to Assume Responsibility for Providing Police 9-1-1 Dispatch Services for the City of Daly City through a Five-Year Contract

Staff:

Martel/Martinez

Recommended Action:

Adopt Resolution

Roll Call

15. Use Permit UPR-10-15-11774 and Design Review DR-10-15-11775 – Hilldale School Expansion at 25, 79, and 83 Florence Street

A. EA (Categorical Exemption)

B. Findings

C. UPR-10-15-11774, DR-10-15-11775

Staff:

VanLonkhuysen

Recommended Action:

Adopt Resolution

Roll Call

16. Amendment to Use Permit UPR-7-13-7618 and Design Review DR-9-13-7619 — Site Plan Revision for Service Station Under Construction at 505 Skyline Drive

Staff:

VanLonkhuysen

Recommended Action:

Adopt Resolution

Roll Call

17. Use Permit UPR-2-16-11921 and Design Review DR-2-16-11922 – Mixed-Use Building at 7310 Mission Street
 - A. EA (Categorical Exemption)
 - B. Findings
 - C. UPR-2-16-11921, DR-2-16-11922

Staff:

VanLonkhuysen

Recommended Action:

Adopt Resolution

Roll Call

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

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

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

18. Council Committee
 - A Council Committee Meeting, May 9 - 22, 2016
19. City Council
20. Staff

ADJOURNMENT:

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

ROLL CALL: Councilmembers Present:

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

Staff Present:

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

PRESENTATIONS:

Presentation by Westmoor Future Business Leaders of America (Benjamin Pham, FBLA Advisor)

Benjamin Pham, Westmoor FBLA Advisor, introduced the FBLA's primary goal of bringing education and business together. Their goal is achieved by three principles: community service, conferences, and competitions both locally and nationally. According to Mr. Pham, the group is currently 150 members strong. At the state level, FBLA has had 19 people qualify for the national competitions. The Council commended Mr. Pham for his work with the City's youth.

Proclaiming May 15-21, 2016 as National Public Works Week (John Fuller, Director of Public Works)

Councilmember Guingona presented Director of Public Works John Fuller with a proclamation celebrating the men and women who make up Public Works, a department responsible for the City's infrastructure including maintenance of sewers, streets, public buildings and parks.

Mr. Fuller reported that despite a reduction in budget and staffing, the team-building effort within the department, spearheaded by Assistant City Manager Julie Underwood, has re-energized the departments in its endeavors.

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APPROVAL OF MINUTES:

Regular Meetings of April 25, 2016

It was moved by Vice Mayor Canepa, seconded by Councilmember Christensen and carried to approve the minutes of April 25, 2016.

APPROVAL OF AGENDA:

It was moved by Vice Mayor Canepa, seconded by Councilmember Guingona and carried to approve the Agenda.

CONSENT AGENDA:

Councilmember Christensen requested to pull item #4 from the Consent Agenda for further discussion.

Resolutions:

Accepting of Daly City Police Athletic League Donation for Kops & Kids

Resolution 16-61, Accepting a Donation from the Daly City Police Athletic League

Requesting Use of Federal Asset Forfeiture Funds (DEA) for Advanced Tactical Training for the Daly City Police Department

Resolution 16-62, Authorizing Use of Federal Asset Forfeiture (DEA) Funds for Advanced Tactical Training for Daly City SWAT

Amending Traffic Regulations: (1) Remove 75-ft. No Parking (red) zone on the east side of Schwerin Street, south of Geneva Avenue (TSR 16/61); (2) Install a 37-ft. red zone along the west side of Cordova Street, in front of the driveway of 704 Cordova Street (TSR 16/62); and (3) Install 13 ft. red zone along the south side of Habitat Way, across from 311 Habitat Way, and 14 ft. red zone along the east end of Habitat Way (TSR 16/68)

Resolution 16-63, Establishing Traffic Regulations

Eliminating Daily Overdue Fines on Children's and Teen Library Cards

City Manager Patricia Martel reported on staff's recommendation to join the Peninsula Library System in implementing a new youth library card type, which would eliminate overdue fines on those accounts. The fines were not meant to be punitive, but were put in place to encourage young people to be responsible for library materials.

Library Services Manager Chela Anderson reported that an ad-hoc committee was formed to discuss the issue of fines for youth. The vast majority of the group was in favor of

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eliminating the fines. According to Ms. Anderson, it is a matter of balancing access with availability of materials. With the new card type for youth, children and teens will still be responsible for returning materials undamaged.

Discussion ensued with Ms. Anderson answering Council's questions regarding the availability of a phone app to remind patrons of due dates for library materials. Ms. Anderson also mentioned that the public can check on due dates via their online library account. She reminded the public of the Library's upcoming Summer Learning Program.

It was moved by Vice Mayor Canepa, seconded by Councilmember Christensen and carried to adopt the following resolution:

Resolution 16-64, Eliminating Daily Overdue Fines on Children's and Teen Library Cards

Authorizing Submittal of Application for CalRecycle Payment Programs and Related Authorizations

Resolution 16-65, Authorizing Submittal of Application for Payment Programs and Related Authorizations

Accepting San Mateo County Narcotics Task Force DARE Funds for the Purchase of Promotional Items for Children

Resolution 16-66, Accepting San Mateo County Narcotics Task Force DARE Funds for Purchase of Promotional Items for Children

Setting Time and Place of the Public Hearing for Daly City's National Pollutant Discharge Elimination System Program Regulatory Fee Set Hearing 6/13/16

Resolution 16-67, Setting Time and Place of Public Hearing Re: Maintaining Adopted Regulatory Fees Necessary to Fund Local Specific Program Activities Mandated Under the Stormwater Management Plan, and Requesting San Mateo County to Collect Such Fees

Check Registers:

Check Registers for the Month of April 2016

END OF CONSENT AGENDA

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

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PUBLIC HEARINGS:

Approval of Benefit Assessments for Linda Vista Area for Fiscal Year 2016-17

Director of Public Works John Fuller gave a brief background of the two drainage basins, which were formed in 1990 to maintain drainage facilities in the areas of Bay Ridge, Bay Vista and Linda Vista. Staff is recommending no changes from last year's assessments with Linda Vista at \$151.13 and Bay Ridge at \$100.46. The City has not received complaints from the public on this matter.

Mayor Torres opened the public hearing. There were no speakers.

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

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

Resolution 16-68, Approving Engineer's Report and Imposing A Benefit Assessment for Fiscal Year 2016-2017

AWARD OF BIDS/CONTRACTS:

Appropriate Unallocated General Funds and Award a Construction Contract for the Serramonte Library Restroom and Accessibility Upgrades

Director of Public Works John Fuller reported that this project received \$100,000 in Measure A grant funds. Staff believes that remodeling bathrooms at the Serramonte Library would be the most advantageous upgrade, since they are not currently accessible to people with disabilities.

According to Mr. Fuller, the City received six bids. Garic Construction, the apparent lowest bidder, was considered a nonresponsive bid due to the insufficient listing of a sub-contractor. The facilities were also tested for lead paint and asbestos, resulting in an abatement estimated to cost approximately \$40,000. Staff's final recommendation is to award the contract to Sigura Construction in the amount of \$178,209.

Discussion ensued with Ms. Martel reporting that she is currently in discussions with a potential funder, who may assist in the completion of this project, and in upgrading Serramonte Library in general.

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

Resolution 16-69, Authorizing Execution of Contract Re: Serramonte Library Restroom and Accessibility Upgrades Project

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RESOLUTIONS:

Proposed Internet Safe Exchange Zone

Captain Gamez reported on the proposed resolution by Vice Mayor Canepa to assess the proposed implementation of a Safe Exchange Zone in front of City Hall. Staff used the Clovis Police Department as the model in its assessment. The proposed zone, two designated parking stalls in the parking lot, would provide the public with a safe place to do online commerce. Cameras would also be installed to capture that area of the parking lot. According to Captain Gamez, the department believes the Safe Exchange Zone has merit and provides a public safety nexus.

Discussion ensued with Captain Gamez addressing Council's questions regarding potential liabilities for the City. He explained that the Police Department would provide a designated location in the parking lot for internet commerce. There will be signage in the Exchange Zone stating that the City will not be liable for any negative activity or violence occurring in that zone.

Ms. Martel explained that the Exchange Zone will provide a deterrent but will not guarantee that a robbery would not take place. It would simply capture activity in the parking lot via HD cameras. The City is also not warranting the products that people are purchasing through the internet. The installed signage in the area will make these conditions clear.

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

Resolution 16-70, Implementing an internet Safe Exchange Zone

Adoption of Salary and Other Health and Welfare and Fringe Benefits for Executive Management Employees, City Clerk and City Treasurer

Director of Human Resources Shawna Maltbie presented staff's recommendation to adopt a resolution implementing salary adjustments, stipend adjustments, health and welfare fringe benefits for Executive Management Employees, City Treasurer, and City Clerk.

According to Ms. Maltbie, the City was able to reach agreements with all 11 bargaining units in the past year through the collective bargaining process. Tonight's request is fully consistent with previous adjustments granted to all recognized bargaining units and the miscellaneous/unrepresented group.

Annette Hipona, City Clerk, opposed the salary raises due to concerns of reduced City services including unkempt parks, unsafe sidewalks, and other safety issues. Furthermore, the City has given the reason of having "no money" for not addressing the bigger projects. Since there is currently a budget crisis, every department has been asked to cut their budget. It is not right to ask the public to do more with less, and then raise City employees' salaries.

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Dana Smith, resident, opposed the salary raises due to the dire news given about the City's finances during the last Council meeting. Ms. Smith believes the employees being discussed today are already amply compensated with the exception of the City Clerk.

Glenn Sylvester, resident, expressed concern on whether a study has been done to look at City employees' salaries compared to other cities. Mr. Sylvester suggested better management of staff to cut overtime pay.

Pamela Giovanni, resident, expressed opposition to the salary raises due to the following reasons: service cuts from the City, the current Police dispatch issue, increased rents, and the cutting of Engine #95. According to Ms. Giovanni, giving raises during this time would send a terrible message to the community.

It was moved by Mayor Torres, seconded by Councilmember Guingona and carried to approve the resolution. The motion passed by the following roll call vote:

Ayes: Canepa, Guingona, Torres

Noes: Buenaventura, Christensen

Resolution 16-71, Adopting Salary Schedule/Benefits for Executive Management Employees, City Treasurer and City Clerk Effective October 2015 (Includes Department Heads, Assistant Department Heads, City Manager, City Attorney)

ORDINANCES:

Second Reading, Ordinance No. 1408, Amending Zoning Ordinance and Establishing Planned Development Standards PD-71

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

Ordinance 1408, Amending the Daly City Zoning Map – Rezoning One Parcel to Planned Development Zone (PD-71) and Establishing Planned Development Standards (1 Martin Street)

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Ronnie Miller, representing the American Cancer Society, reminded Council of their upcoming Relay-for-Life-Event on June 4 and 5. Ms. Miller reported that all Councilmembers will be present and encouraged the public to come out and support their cause.

Jonah Miller, resident, expressed support for keeping the Fire Department's Engine #95 open. He commended Station #5 on successfully handling 14,000 calls, while averaging 11 minutes for arrival time.

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Marian Mann, resident, informed Council that about 50 seniors reported to her on the closing of Engine #95 due to budget constraints, and requested to be updated on the matter. Mayor Torres informed Ms. Mann that the Fire Department will be discussing their budget cut proposals with Council next week. He invited Ms. Mann and the public to attend or view this meeting for further information.

Dana Smith, resident, questioned the fairness on the salary increases and found it incredible that Annette Hipona is the only one to voice opposition to raising executive salaries. Ms. Smith pointed out that Ms. Hipona's salary was the only one cut in half in 2008 due to "budget constraints."

Vice Mayor Canepa left the chambers at 7:47 P.M. and came back at 7:56 P.M.

APPOINTMENTS:

It was moved by Councilmember Guingona, and carried to appoint Beeyong Sison to the Recreation Commission.

REPORTS:

Council Committee

There were no reports.

City Council

Councilmember Guingona reported on attending a "Student of the Year" celebration for a student of the Jefferson Elementary School District. He also participated in an expo at the Doelger Center for the purpose of connecting seniors with available senior services.

Councilmember Christensen reported on a misleading recorded phone message sent out to the public by the Teamsters Union which she thought was politically motivated. People are frightened by the message, which made it seem like a Councilmember is putting the public's safety at risk by "seeking to eliminate our local Daly City Police 9-1-1 Emergency Services." Councilmember Christensen made it clear that the only issue for discussion is to move 11 of our dispatch employees to San Mateo County.

Staff

There were no reports.

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ADJOURNMENT:

It was moved by Mayor Torres, seconded by Councilmember Christensen and carried to adjourn the meeting at 8:05 PM in the memory of Marla Zamora, Lea Petroni, Larry Minnex, Vera Caldwell Simmons, and Harland D. Ritchie. Councilmember Christensen also recognized Eleanor Charleston on her 100th birthday.

City Clerk

Approved as submitted, this _____
day of _____, 2016.

Mayor



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

**Subject: Call for Daly City Municipal Election on November 8, 2016,
Consolidation with San Mateo County in the Statewide General Election and
Request for Specified Election Services in Accordance with the Election Code of
the State of California**

Recommended Action

Approval to call for a November 8, 2016 Municipal Election for the following Elective Offices:

Member of the City Council	(Full term of Four Years)
Member of the City Council	(Full term of Four Years)
City Clerk	(Full term of Four Years)
City Treasurer	(Full term of Four Years)

Approval to request consolidation with San Mateo County in the Statewide General Election of November 8, 2016 and to render specified Election Services in accordance with the Election Code of the State of California.

Background

In prior elections the Daly City Council has approved Consolidation of Municipal Elections with the County of San Mateo General Elections and requested that San Mateo render Specified Election Services in accordance with the Election Code of the State of California. The advantage of consolidating elections with the County includes lower costs for charges tallied on a shared-basis using actual expense.

Fiscal Impact

Funds have been requested in the 2016/2017 Fiscal Year Election Fund (# 01-020-020-4256)

Conclusion

The County of San Mateo requires a Resolution for action by the Board of Supervisors at an upcoming Board Meeting.

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

Respectfully submitted,

K. Annette Hipona

K. Annette Hipona
City Clerk



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Use of Federal Asset Forfeiture Funds (DEA) for the Installation of an Internet Safe Exchange Zone

Recommended Action

Staff recommends the use of Federal Asset Forfeiture Funds (DEA) for the installation of an Internet Safe Exchange Zone.

Background

On May 9, 2016 City Council approved a resolution for the implementation of an Internet Safe Exchange Zone. Staff is prepared to implement the program once Federal Asset Forfeiture Funds are approved and encumbered.

Discussion

The popularity of online commerce has increased in recent years. Consumers are meeting in public and private locations to exchange money and goods. There have been several highly publicized cases of such consumers involved in online commerce being robbed, injured or even killed during these exchanges.

As proposed, a Safe Exchange Zone could be provided in front of City Hall. This would include two designated parking spaces in front of City Hall. The spaces would be striped and signed to clearly designate them as a "Safe Exchange Zone." Signs would be installed to provide clear notice to consumers utilizing this area that the City of Daly City is not responsible for liability arising out of property transactions or other activity within this zone.

The Police Department has an existing camera surveillance system and storage infrastructure in place; however it was not designed to capture activities in the City Hall parking lot. Staff recommends the addition of one high definition camera that is able to clearly capture the Safe Exchange Zone and any associated vehicle and license plates. The cameras would be fed to two monitors displayed at the Police Department Front Desk and Communications Center. The Police Department contacted the current surveillance system vendor, VAS Security Systems, and obtained a quote for the associated hardware and installation. Materials, labor and tax is estimated at \$8,930.62. The Police Chief has determined that there is an overarching public benefit to installing this enhanced surveillance camera that extends beyond monitoring the Safe Exchange Zone. With City vehicles and equipment stored at this location, the enhanced surveillance equipment will serve as a further deterrent to potential burglaries and thefts in the parking lot.

The Police Department obtained a quote from Public Works to install poles, signage, and parking stall stenciling. The material and labor costs were estimated at \$2,995.00.

Fiscal Impact

The total one time cost for installation of hardware, software, building materials and labor is \$11,925.62. Funds are available through Federal (DEA) Asset Forfeiture Funds. No matching funds are needed from the City.

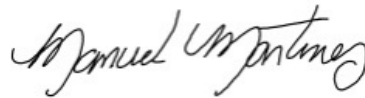
Summary/Conclusion

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Gamez". The signature is fluid and cursive, with the first name "John" and last name "Gamez" clearly distinguishable.

John Gamez
Captain

A handwritten signature in black ink, appearing to read "Manuel Martinez Jr.". The signature is fluid and cursive, with the first name "Manuel" and last name "Martinez" clearly distinguishable.

Manuel Martinez Jr.
Chief of Police



City Council Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Approving a Purchase Agreement with Lucity, Inc. for Asset and Infrastructure Management Software

Recommended Action

Staff recommends that the City Council authorize the City Manager to execute a software license, implementation, and maintenance agreement (Exhibit A) in an amount not to exceed \$264,625.47 between the City of Daly City and Lucity, Inc. for Asset and Infrastructure Management Software.

Background

Daly City has utilized a ‘first generation’ asset management and work-order system known as Munibase. The Munibase system, although progressive when first implemented is now over 20-years old. Munibase is extremely outdated, is limited in its functionality and is not well understood by current staff who are far more familiar with modern software systems. The City first attempted to replace Munibase with the Hansen software system approximately 10 years ago without success. The City allocated \$288,000 to secure a modern asset management software system to replace the Munibase system.

Discussion

On November 4, 2015, The City issued a request for proposals (RFP) titled, “Asset and Infrastructure Management Software.” Eight proposals were received and evaluated members of the Public Works, Water and Wastewater Resources, and Finance Departments, and the City Manager’s Office. Four firms were invited to make presentations on their software’s capabilities and how their product would be implemented in the City. After the presentations, Lucity, Inc. was selected as the top contender for Daly City’s Asset Management system replacement. Daly City staff then visited and interviewed staff from other agencies that use the Lucity product to solicit information about functionality, implementation, and support services. After these visits with current customers of Lucity, Daly City staff believes Lucity is the best alternative for the Daly City new Asset Management and Work Order system.

In addition to the software licensing and product implementation cost, both Public Works and Water and Wastewater Resources departments expect to incur additional expenses to upgrade or expand the equipment used for field activities to take full advantage of the Lucity software capabilities. The City is considering either upgrading mobile phones and/or purchasing tablets, along with the respective data plans to allow field personnel to directly access the work order system. There will also be some licenses for third party products, such as GIS interconnection and mapping features, that will need to be renewed or enhanced. The funding for those activities will come from each department. In fact, a majority of funding for the entire effort will come from non-general fund sources such as water, sanitation, and gas tax funds.

The budget necessary to implement this program fully is:

Lucity Software	\$264,625	(software, configuration, installation)
Hardware/Licenses	\$49,289	(ArcGIS, SQL licenses, hardware)
Public Works Equipment	\$15,364	(mobile devices)
Water & Wastewater Equipment	\$37,550	(mobile devices)
Project Management	\$75,000	
TOTAL	\$441,828	

The project budget includes a 10% contingency, in case any other necessary costs arise. We anticipate that the length for this project is between 12-18 months. The work plan is detailed under Exhibit B.

Benefits

It is intended that over time, an asset management software system will save time and money. We can expect to gain the following benefits with this new system:

- Enhanced knowledge of capital assets and their respective values
- Improved asset lifecycle management, including tracking the costs of maintaining existing condition and depreciation calculation
- Ensuring correct inventory by barcoding and scanning assets
- Reducing unexpected failures and emergency repairs with better planned maintenance
- Creating a central repository for equipment warranties and manuals
- Improving asset information, including GIS mapping and photos
- Improved workflow processes, asset performance, work order reporting and customer satisfaction
- Establishing standard processes for investment decision-making

As we continue to face dwindling budgets, accounting requirements, and operation and maintenance regulations, asset management is an important tool to help the City address these challenges.

Fiscal Impact

The funding for the asset management software has already been allocated. There is no need for additional funding during this fiscal year. The funding necessary for the additional equipment will be requested in the Capital Improvement Program (CIP) budget that will be presented to Council as part of the FY2017 and FY2018 budget discussions.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute a software license, implementation, and maintenance agreement in an amount not to exceed \$264,625.47 between the City of Daly City and Lucity, Inc. for an Asset and Infrastructure Management Software System.

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

Respectfully submitted,



Sibely Calles
Management Analyst



John L. Fuller
Director of Public Works

EXHIBIT "A"

Lucity™ Software License Agreement

IMPORTANT – READ CAREFULLY BEFORE INSTALLATION

This software is subject to acceptance of the Lucity™ Software License Agreement. Lucity, Inc. (Lucity) is willing to license this software to you only upon the condition that you accept all of the terms and conditions contained in the Lucity™ Software License Agreement and any stated Special Provisions.

THIS AGREEMENT ("**Agreement**") is between Lucity, Inc., a Kansas corporation with its principal place of business at 10561 Barkley, Suite 100, Overland Park, KS 66212 ("**Lucity**"), and **Licensee** with its software programs accessing databases residing at **Licensed Site**.

RECITALS

WHEREAS, Lucity owns certain software programs that are licensed under individual product titles which are known collectively as "**Lucity™ software**";

WHEREAS, Licensee would like to use, and Lucity would like to grant Licensee the right to use, those software products, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain.

NOW, THEREFORE, Lucity and Licensee agree as follows:

1. DEFINITIONS.

"**Program(s)**" means the object code versions of the computer software products, databases, and related documentation.

"**Users**" means (i) specifically named persons in your organization permitted to access all Programs, regardless of whether the named person is actively using the Programs at any given time (i.e. Named Users), (ii) the specified maximum number of persons permitted to access a Program (i.e. Seats), or (iii) the specified number of computer hardware devices permitted to provide access to a Program (i.e. Installs).

"**Clients**" means the number of individual database setups that can be accessed by a Program.

"**Licensed Site**" means the location at which the Licensee will be permitted to store the databases used by the Program(s).

"**Effective Date**" means the date of receipt of Licensee's purchase order citing this Agreement.

2. LICENSE GRANT.

(a) **License.** Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided, however, that (i) the number of Users of each Program shall not exceed the permitted number of persons or devices for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) **Copying.** Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Users for each such Program.

(c) **Future Licenses.** Lucity and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(d) **Limited Grant.** Except as expressly provided in this Section 2, Lucity grants and Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by Lucity in connection with this Agreement and Lucity reserves and retains all such right, title, and interest.

(e) **Disaster Recovery and Testing.** The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

3. LICENSE RESTRICTIONS.

(a) **No Reverse Engineering.** Licensee agrees not to disassemble, decompile, reverse analyze, or reverse engineer the Program(s).

(b) **No Modification.** Licensee agrees not to modify the Program(s) without the written consent of Lucity.

(c) **No Copying.** Licensee agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies and copies for disaster recovery and testing purposes, and as may be necessary to utilize the total Users for a given Program.

(d) **No Third Party Use.** Licensee will not use the Program(s) in any manner to provide computer services to third parties.

(e) **Training.** Licensee will not use the Program(s) until its personnel have received sufficient training in the configuration and use of the Program(s) to generate accurate data from the operation of the Program(s).

(f) **No Shared Logins.** Each distinct person that will access the Programs must possess their own unique login. Logins may never be shared between one or more persons.

4. PROPRIETARY RIGHTS.

(a) **Lucity's Property.** The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Lucity.

(b) **Licensee's Property.** Any and all information provided by Licensee, as well as any and all information generated by Licensee's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of Licensee.

(c) **Proprietary Notices.** Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of Lucity and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

5. DELIVERY.

Lucity will deliver license codes for the Program(s), which provide for downloading of installation components by Licensee, to Licensee within a reasonable time of execution of this Agreement by both parties.

6. FEES AND TAXES.

(a) **License Fee – Named Products Licensing.** As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity the License Fee within thirty (30) days of the delivery of license codes for the Program(s). Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for future licenses for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(b) **Annual Fee – Named Users Licensing.** As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity (i) the appropriate Annual Fee within thirty (30) days of the Effective Date, and (ii) the appropriate Annual Fee within thirty (30) days of anniversary of the Effective Date for each renewal period. Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for renewal periods for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(c) **Taxes.** Fees due under this Agreement do not include any taxes. Licensee will be responsible for, and will promptly pay, all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with this Agreement or Licensee's receipt or use of the Program(s), except income taxes based on Lucity's income. In lieu of payment of such taxes, Licensee shall provide Lucity with proof of Licensee's tax exempt status.

7. WARRANTIES.

(a) **Warranty.** Lucity warrants that during the twelve (12) months following the delivery of the license codes for the Program(s):

- (i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and
- (ii) the installation components of the Program(s) will be free from defects in materials and workmanship.

(b) **Exclusive Remedy.** In the event that the Program(s) or installation components fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure Lucity will, at its option and without charge to Licensee, repair or replace the Program(s) or installation components or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucity within the 12-month warranty period.

(c) **Disclaimer.** The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

8. INDEMNITY.

(a) **Duty to Indemnify and Defend.**

- (i) Lucity will defend or settle at Lucity's own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets.

EXHIBIT "A"

Lucity™ Software License Agreement

(ii) Lucity will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim.

(iii) Lucity will have no obligation under this Section as to any action, proceeding, or claim unless: (A) Lucity is notified of it promptly; (B) Lucity has sole control of its defense and settlement; and (C) Licensee provides Lucity with reasonable assistance in its defense and settlement.

(b) **Injunctions.** If Licensee's use of any Program(s) under the terms of this Agreement is, or in Lucity's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i), then Lucity may, at its sole option and expense, either:

(i) procure for Licensee the right to continue using such Program(s) under the terms of this Agreement;

(ii) replace or modify such Program(s) so that it is noninfringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Lucity, then Lucity may both:

(A) terminate Licensee's rights and Lucity's obligations under this Agreement with respect to such Program(s); and

(B) refund to Licensee the unamortized portion of the License Fee paid based upon a 5 year straight-line depreciation, such depreciation to be deemed to have commenced on the effective date of this Agreement.

(c) **Exclusive Remedy.** The foregoing are Lucity's sole and exclusive obligations, and Licensee's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights. Lucity makes no separate warranty of noninfringement under or in connection with this agreement.

(d) **Exceptions.** Lucity will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by Lucity (whether or not authorized by Lucity); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by Lucity.

9. CONFIDENTIAL INFORMATION.

(a) **Definition.** "**Confidential Information**" refers to: (i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of Lucity, including but not limited to any information relating to Lucity's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information reasonably and appropriately designated by Lucity as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law; and (iv) the terms and conditions and existence of this Agreement.

(b) "Confidential Information" will not include information that:

(i) is in or enters the public domain without Licensee's breach of this Agreement;

(ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

(iii) Licensee party develops independently, which it can prove with clear and convincing written evidence.

(c) **Confidentiality Obligations.** Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.

(d) **Employee Confidentiality Procedures.** Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other Lucity Confidential Information. Licensee further agrees to ensure that contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.

10. MAINTENANCE AND SUPPORT.

(a) **Named Products Licensing.** Lucity and Licensee may, by mutual agreement, include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by Lucity and Licensee for the scope of services to be provided by Lucity for the Program(s) to be included under such services.

(b) **Named Users Licensing.** The Annual Fee for the Program(s) included under this Agreement includes the maintenance and support services described in the software's online help.

11. LIMITATIONS OF LIABILITY.

Lucity's total liability under this Agreement will be limited to the License Fee. Licensee agrees that, as part of the material consideration for Lucity licensing the Programs to Licensee hereunder, in no event will Lucity be liable to Licensee under this Agreement for any Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not Lucity has been advised of the possibility of such damage. Input and/or edits of data by means other than the Lucity standard Program(s) interface may result in loss of data, and/or improper operation of the Program(s). The Licensee agrees that in no event will Lucity be liable to Licensee under this Agreement for costs necessary to diagnose, recover data and/or restore proper operation of the Program(s) resulting from said actions.

12. TERM AND TERMINATION.

(a) **Term – Named Products Licensing.** Except as expressly provided in this Section 12, this Agreement will continue in full force and effect perpetually.

(b) **Term – Named Users Licensing.** Except as expressly provided in this Section 12, this Agreement will continue in full force and effect for one (year) from the Effective Date of this Agreement, with automatic renewal for subsequent one (1) year periods.

(c) **Termination.** Either party will have the right to terminate this Agreement if other breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice.

(d) **Effect of Termination – Named Products Licensing.** If this Agreement is terminated, Licensee will immediately return to Lucity, or Lucity's designated representative, or (at Lucity's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to Lucity in writing that it has done so.

(e) **Effect of Termination – Named Users Licensing.** If this Agreement is terminated, license codes for the Program(s) included under this Agreement will expire and the Program(s) included under this Agreement will be effectively disabled.

(f) **Survival.** The provisions of Sections 4 (Proprietary Rights), 6(b) (Taxes), 7(b) and (c) (Warranties Exclusive Remedy and Disclaimer), 8(c) and (d) (Infringement Exclusive Remedy and Exceptions), 9 (Confidential Information), and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(f) **Nonexclusive Remedy.** The exercise by Lucity of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

13. GENERAL PROVISIONS.

(a) **Audit Rights.** Licensee agrees to allow Lucity, at Lucity's sole expense, upon reasonable written notice, and during Licensee's ordinary business hours, to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).

(b) **Assignment.** This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that either party may not assign this Agreement, in whole or in part, without written consent of both parties.

(c) **Modifications.** This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(d) **Conflicting Terms.** Purchase orders or similar documents relating to the Program(s) issued by Licensee will have no effect on the terms of this Agreement.

(e) **Notices.** All notices under this Agreement will be deemed given when delivered personally or upon receipt of by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

(f) **Severability.** If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(g) **Waiver.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) **Entire Agreement.** This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

(i) **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the state in which Licensee is located.

WORK PLAN

I. STATEMENT OF UNDERSTANDING

We understand the following.

- Lucy shall be responsible for installation, implementation (project planning, data conversion/migration, and training) of the final approved EAM system, and commissioning. Efforts are to include development of user acceptance testing, system integration, and connectivity to existing resources.
- Project planning requirements include:
 - Scheduling and attending a “project implementation meeting” at the City within one (1) month after contract execution
 - Supply draft Project Plan for discussion
 - Project Plan to include major tasks and “steps”, target dates, responsibilities of Project Team members, project management policies and procedures
 - Updating the Project Plan within two (2) weeks after the meeting, and distributing to the Project Team by email
- The City’s Department of Water and Wastewater Resources “operates a Muni Base work order, preventative maintenance and corrective maintenance database”. Public Works Maintenance’s use of MuniBase is limited to sign inventory.
- It is required the contract include language for an “operational system” no later than twelve (12) months after contract execution. The City requires a staff member from the vendor “be available by phone or in person to the start of any business day when a module or system is put into live production”.

Following is an outline of the Implementation Work Plan (i.e. “sample project plan”) for a City-hosted, LucyAM-based EAM system.

II. PROJECT TEAM

A Project Team Chart identifying key roles and their relationships for the City’s EAM system implementation project is provided as Exhibit 1.

III. PROJECT PLANNING & MANAGEMENT

III.A INITIATION

A meeting will take place as soon as possible after issuance of the Notice to Proceed to introduce key Project Team members and initiate project activities. An outline of the agenda for the Initiation Meeting follows.

- Project Team
 - Review roles, responsibilities, and personnel assignments
 - Identify primary contacts and exchange contact information
- Software
 - Verify licensing details (products and users)
- Project Plan
 - Set dates for IT Audit, Installation, and Kickoff tasks – our recommendation is for the IT Audit to be completed as soon as possible, and Installation to be completed prior to Kickoff

- Action Items
 - Deliver “Welcome to the Lucy Family” information packet

Participants in the Initiation Meeting will include the following Project Team members:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Lucy <ul style="list-style-type: none"> – Project Manager – Relationship Manager – Project Coordinator | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – Project Manager – System Administrator – Project Sponsor |
|--|--|

III.B IT AUDIT

A meeting will take place as soon as possible after Initiation for us to provide guidance to the City’s IT SME (Subject Matter Expert) pertaining to LucyAM enterprise architecture and security designs. An outline of the agenda for the IT Audit Meeting follows.

- Software
 - Review “Hardware and Software Recommendations”, “System Design and Tuning”, and “IT Questionnaire” documents – Questionnaire to be completed by the City
 - The City will provide needed hardware and supporting software, and confirm basic operation of hardware prior to installation of LucyAM
 - System Design and Tuning document is intended to provide understanding of LucyAM as it pertains to the City’s enterprise infrastructure and security policies, and the expected maximum number of concurrent users
 - IT Questionnaire serves to gather information regarding the City’s resources, preparedness, and capabilities for installing and managing LucyAM and leveraging GIS integration
 - Discuss the Installation task and related activities, and identify needed actions prior to LucyAM installation
- Access
 - Discuss providing Implementation Lead remote access (VPN) into installed LucyAM to facilitate completion of implementation tasks
- Project Plan
 - Confirm dates for Installation and Kickoff tasks
- Action Items
 - Complete IT Questionnaire
 - Provide LucyAM install design and system architecture diagram, and executed VPN access forms (if required)

Participants in the IT Audit Meeting will include the following Project Team members:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Lucy <ul style="list-style-type: none"> – IT Specialist | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – Project Manager – System Administrator – SME – IT |
|---|---|

III.C INSTALLATION

The Implementation Specialist will assist the System Administrator with downloading the LucyAM Installation Components (current version with latest service pack) from the Lucy Support Center web site, and following instructions provided in the Install Manual.

Our assumption is the System Administrator will complete related Installation activities, including:

- Establishing multiple environments for testing/training, production, and backup/recovery
- Using User Import tool in Lucy Security to import users into LucyAM, and associate users to Windows Login accounts
- Using Lucy Security to set controls for user access and assign group/role permissions for various LucyAM functions
- Performing system-level testing (to ensure satisfactory performance) and performance tuning actions (if necessary)

III.D KICKOFF

An on-site trip will be made to transfer knowledge between Project Team members, gather information, and set the stage for subsequent Implementation tasks. An outline of the Kickoff Trip activities follows.

- LucyAM Software Demonstration
 - Present functional overview – typical user workflows for inspections, work orders, etc. and “out of the box” capabilities including reporting (standard templates and ad hoc), GIS integration, and data interfaces
 - Review default “Work Flow Setup” data, UI templates (dashboards and data forms/views), and default user groups/roles
- Functional Groups
 - Identify each Group’s place (Department, Division, etc.) within the organizational structure of the City
 - We consider the Functional Groups for the City’s EAM system to be those identified below, aligned with applicable LucyAM Assets solutions that will be included in the implementation.

LucyAM Assets Solutions		Functional Group	Department/Division
Streets	Storm	Street Maintenance	Public Works – Maintenance
Signs	Signals		
ROW	Street Lights		
Parks	Trees		
Facilities		Facilities Maintenance	Water & Wastewater Resources
Fleet		<i>Available, but not in scope</i>	
Water		Water	
Sewer		Collection	
		Source Control	
Storm			
Plant	Equipment	Plant & Equipment Maintenance	

- Confirm with each Group Administrator those persons assigned to serve as Group SMEs for Configuration task
- Examine current basic business processes of each Group with associated data, reporting, and integration requirements
- Review with each Group their Work Flow Setup spreadsheet with default data – spreadsheet to be completed by the City

- GIS and IT
 - Discuss completed Installation task and related activities, and identify needed actions prior to initiation of Configuration – GIS task
- Access
 - Verify Implementation Lead has remote access into installed LucyAM
- Project Plan
 - Confirm Project Team and Functional Groups
 - Discuss what is expected of Project Team members throughout project
 - Review schedule, and discuss how LucyAM will “go-live”
 - Identify any needed revisions to Project Plan based on knowledge gained from Kickoff Trip activities
 - Set date for Configuration – Discovery Workshop task
- Action Items
 - Complete Work Flow Setup spreadsheets – these spreadsheets are used to record data required to define Categories, Problems, Causes, Tasks, and Resources (Employees, Crews, Equipment, Materials, Fluids, Contractors) for Functional Groups with LucyAM Work – Work Administrator

Participants in the Kickoff Trip activities will include the following Project Team members:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Lucy <ul style="list-style-type: none"> – Project Manager – Relationship Manager – Project Coordinator | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – Project Manager – System Administrator – Functional Group Administrators – SMEs – GIS and IT – Project Sponsor |
|--|--|

III.E PROGRESS

An outline of the project management activities throughout the project follows.

- Meetings & Workshops
 - Convene bi-weekly Project Progress meetings to review Project Plan completion status
 - Provide agendas, “Follow-up Memorandum”, and “Trip Report” documents
- Project Plan
 - Provide updates as needed based on approved revisions to scope and/or schedule
- Invoicing
 - Prepare billing summaries, and submit invoices to the City for approval and payment processing

Participants in the project management activities will include the following Project Team members:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Lucy <ul style="list-style-type: none"> – Project Manager – Project Administrator | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – Project Manager |
|--|---|

IV. CONFIGURATION

IV.A DISCOVERY

A Discovery Workshop will be completed – this workshop will consist of a series of on-site sessions that focus on refining the default LucityAM configuration to support the specific operational needs of the distinct Functional Groups. An outline of the Discovery Workshop activities follows.

- Functional Groups
 - Examine details (what, who, how, and why) of business processes of each Group, and identify potential revisions to improve results and best leverage capabilities of LucityAM
 - Review with each Group their completed Work Flow Setup spreadsheet, and identify any additional data revisions for initial LucityAM configuration
 - Identify revisions to dashboards, data forms/views, and default user groups/roles for each Group
 - Discuss available data from sources other than GIS to be incorporated (i.e. “loaded”) into LucityAM – data to be gathered by the City
 - Identify any supplemental reporting and/or integration needs to be addressed with LucityAM implementation
- GIS
 - Discuss use of LucityAM Administration tool – Map Setup to define maps, and assign to user groups/roles
- IT
 - Discuss installation and testing of Lucity Mobile Server, and downloading and installation of LucityAM Mobile – to be completed by the City
- Project Plan
 - Identify any needed revisions to Project Plan based on knowledge gained from Discovery activities
 - Set date for Configuration – Functional Group Meetings task
- Action Items
 - Apply initial configuration to installed LucityAM based on revised Work Flow Setup data and revised user dashboards, data forms/views, maps, and groups/roles
 - Deliver data from sources other than GIS to Implementation Lead for evaluation
 - Evaluate options for supplemental reporting and/or integration, and identify next steps
 - Install and test Mobile Server, and download and install LucityAM Mobile

Participants in the Configuration – Discovery Workshop activities will include:

- | | |
|-----------------------|-----------------------------------|
| • Lucity | • City |
| – Project Manager | – Project Manager |
| – Implementation Lead | – System Administrator |
| | – Functional Group Administrators |
| | – SMEs – GIS and IT |

IV.B FUNCTIONAL GROUPS

Finalizing the LucityAM configuration will be an iterative process. The Implementation Lead will first make an on-site trip to meet with each Functional Group to review the initial configuration, and identify needed refinements. With subsequent refinements, additional meetings will be convened to review the latest LucityAM configuration – which will include GIS integration, loaded data, custom reporting, and

custom integration (if required) as these become available. The process will continue until the LucyAM operational needs of the Groups are met.

Participants in the Configuration – Functional Group Meetings task will include:

- | | |
|-----------------------------|-----------------------------------|
| • Lucy | • City |
| – Implementation Lead | – System Administrator |
| – Implementation Specialist | – Functional Group Administrators |
| | – SMEs – Groups |

Custom Reports

Although we expect the LucyAM reporting capabilities (standard templates and ad hoc) will meet most of the City's needs, some supplemental custom reports will likely be desired/required. The number and nature of such custom reports will be defined from the Configuration activities.

Custom reports can be designed, developed, and incorporated into LucyAM by the City or a third-party. Alternatively, we can deliver custom report templates (using Crystal Reports) *through negotiated additional services*.

IV.C GIS

The Implementation Specialist will work with the System Administrator and GIS SME to configure and test the bi-directional LucyAM/GIS integration. Configuration of this integration involves the following activities:

- *GIS to LucyAM Integration*
 - Use LucyAM Administration tool to create geodatabase connection string to serve as primary link between ArcMap and LucyAM
 - Use Geodatabase Configuration tool in ArcCatalog to link feature classes to LucyAM
 - Use Lucy Editor ArcMap extension to load attributes of linked feature classes into LucyAM database tables
- *LucyAM to GIS Integration*
 - Use ArcServer to publish map services containing linked feature classes with Feature Access capabilities enabled (i.e. feature services) – feature services to serve as primary link between LucyAM and geodatabase
 - Use Administration tool to add feature services to geodatabase connection string
- *Lucy GIS Web to LucyAM Integration* – also applicable to integration of Collector for ArcGIS (and any other third-party mapping application) to Lucy AM
 - Use Geodatabase Configuration tool to set up “GIS Task” to check feature services at scheduled time interval, and push any updates to LucyAM
- *Lucy Spatial Generator Configuration*
 - Use Administration tool to enable the Lucy Spatial Indexer process, and set maximum number of days to process spatial history of information related to work order and service request locations (addresses, coordinates) and related assets
 - Use Administration tool to set up URL for Geocoding Service for processing locations
 - Use Administration tool to set up Edit Map Service URL for processing assets
- *GIS Map Setup*
 - Use Administration tool to create maps (by layering map services) for LucyAM GIS Web and LucyAM Mobile
 - Use Map Setup In Administration tool to assign maps to user groups/roles

- *Show in Map Tool Configuration*
 - Use Show in Map Configuration tool in ArcCatalog to define settings for launching maps from LucityAM (Desktop, Web, and Mobile UIs)

GIS data available at the time of the Configuration – GIS task efforts will be loaded into LucityAM, and necessary training will be provided to the City to load additional GIS data that may become available later.

V. DATA CONVERSION/MIGRATION

GIS and Work Flow Setup

As described for the Configuration task:

- Data from the City's GIS will be loaded into LucityAM as part of the GIS to LucityAM Integration
- Data from the City's completed/refined Work Flow Setup data will be loaded into LucityAM as part of the LucityAM configuration

Methodology

The LucityAM Import & Update tool is used for loading data into LucityAM from ODBC, OLE, ASCII-delimited text, and XML sources. Data from sources other than GIS and Work Flow Setup gathered by the City and delivered to the Implementation Lead for loading should (if possible) be in compatible formats.

We will evaluate delivered data for suitability for loading, determine requirements for any necessary conversion of source data, and provide expected effort and associated costs for us to complete the work *through negotiated additional services*.

The Implementation Lead will provide the System Administrator training in use of the Import & Update tool. With this training, the City may determine that loading of data from other sources is an effort that can be completed by the System Administrator.

Other Sources

Regarding legacy data available from City systems for conversion into the EAM system:

- Sources of data are MuniBase, Wincan, Digisewer, and Hansen; and
- "I.S. can provide CSV (comma separated values) exports, but the quality of data is highly suspect. A large investment of time from knowledgeable operations staff would be necessary to validate the existing data, and to test the new system once conversion is complete".

Given the stated uncertainty as to the quality of the City's legacy data, we have not included effort/costs in this Work Plan for conversion/migration of data from MuniBase, Wincan, Digisewer, and Hansen. We expect the proposed Configuration efforts will help the City determine what (if any) such effort is necessary.

VI. INTEGRATION

Data Interfaces

The Import & Update tool is used to set up interfaces with external data collection systems (e.g. CCTV, SCADA, fueling) to routinely incorporate new data (e.g. inspections, readings) into LucityAM. The Implementation Lead will provide the System Administrator training in use of the Import & Update user

interface to establish data mapping with the appropriate systems, name and save defined “imports”, and complete loading processes to verify proper operation of the interfaces.

Methodology

We provide LucityAM REST APIs for development of custom applications that integrate with LucityAM. This would be our preferred approach for custom development for integration with any of the City’s existing systems.

We will determine requirements for any necessary supplemental integration using the LucityAM REST APIs, and provide expected effort and associated costs for the work to be completed *through negotiated additional services*. Custom development will likely require collaboration with the City, other software vendors and/or third-party developers.

Other Systems

We understand the City uses SunGard ONESolution for General Ledger, Accounts Payable, Accounts Receivables, Fixed Assets, and purchasing functions.

We expect the proposed Configuration efforts will help the City determine what (if any) effort is necessary to interface the SunGard system with the EAM system. We have not included effort/costs in this Work Plan for a specific SunGard/LucityAM interface.

VII. TESTING

The Implementation Lead will work with the System Administrator to develop an Acceptance Test Plan to verify the configured LucityAM meets the stated functional requirements. This Plan will include user test scripts covering the various LucityAM functions.

The Implementation Lead will be responsible for functional and integration testing, and the System Administrator will perform acceptance testing. During the testing phase, we will:

- Collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
- Resolve all such issues, problems and malfunctions to the City’s satisfaction
- Prove through test procedures installed and configured LucityAM is functionally viable with all loaded data, reporting, and integration in place
- Demonstrate acceptance criteria items have been addressed, and certify LucityAM is ready for go-live transition from testing/development environment to production environment

VIII. TRAINING

We will provide a Training Plan detailing session descriptions and durations, methods and materials for each Functional Group, and the overall schedule. An outline of the expected on-site Training activities follows.

VIII.A ADMINISTRATION

Installation and Maintenance

- Complete procedures as outlined in Install Manual for initial LucityAM installation and future software upgrades
- Review available software documentation

- Review technical support and software maintenance services and resources provided through Lucy Constant Connection Program
- Discuss current backup and recovery practices for the City's data, and reviewing suggested practices specific to LucyAM

Security

- Complete procedures as outlined in Lucy Security for adding new users, and defining user group and individual permissions for LucyAM access and use

Configuration

- Use tools, parameters and settings available with LucyAM products to refine EAM system configuration

Documents

- Complete procedures for establishing links between LucyAM records and externally managed electronic documents
- Add custom content to on-line Help via hyperlinks to externally managed information

Integration

- Use LucyAM products for completing processes for configuring and refining the GIS integration

Reporting

- Add custom reports

Data Import/Export

- Import data using Import & Update tool, and export data using LucyAM reporting capabilities

The goal of the Training – Administration task is for the System Administrator to be reasonably self-sufficient in refining, expanding and sustaining the implemented LucyAM.

VIII.B PRODUCTION

Following is a limited list of items that will be addressed during Production Training sessions.

General

- *Dashboard*: Using assigned "Home" pages with personalized real-time LucyAM content
- *Filter*: Creating queries to produce specific record sets
- *Locate*: Quickly finding a specific record within the current "Filter"
- *Show in Map*: Opening assigned GIS maps and zooming to assets and locations (customer addresses, work sites, etc.)
- *Document Control*: Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
- *Subset Manager*: Loading filtered data from one application into other applications
- *Browse*: Creating and exporting ad-hoc reports
- *Reports*: Using assigned report templates
- *Help*: Using the on-line, context-sensitive Help

Work Management

- Receiving/creating, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Viewing linked electronic documents
- Using GIS to locate customers and work locations

- Producing operational, management and regulatory reports

Asset Management

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Interpreting asset lifecycle costs
- Viewing linked electronic documents
- Using GIS to locate assets and display condition assessment data
- Validating and transferring data from external systems (i.e. SCADA and CCTV)
- Producing operational, management and regulatory reports

The goal of the Training – Production task is for users being enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows with LucyAM.

Participants in the Production Training should include:

- Lucy
 - Implementation Lead
 - Implementation Specialist
- City
 - Functional Group Administrators
 - Group Users

The Production Training will be completed over three (3) trips – Preliminary Training, Training & Launch (2-3 weeks later), and Follow-up Training (2-3 weeks later). Production Training sessions are 4 hours in duration, and should be limited to a maximum of ten (10) users. Remote time for Production Training may include web conferencing sessions for specialized topics (e.g. GIS), and recorded webinars for broader topics of interest to a large number of users.

IX. SCHEDULE

Following is a completion schedule for the Work Plan. Key milestones with this schedule are:

- *Software installed* – Month 1
- *Final EAM system configuration* – Month 6
- *Testing completed* – Month 8
- *Staged “go-lives” for various Functional Groups* – Months 8-12
- *Project completed* – Month 12

Task	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Project Planning & Management												
Configuration												
Data Conversion/Migration												
Integration												
Testing												
Training												

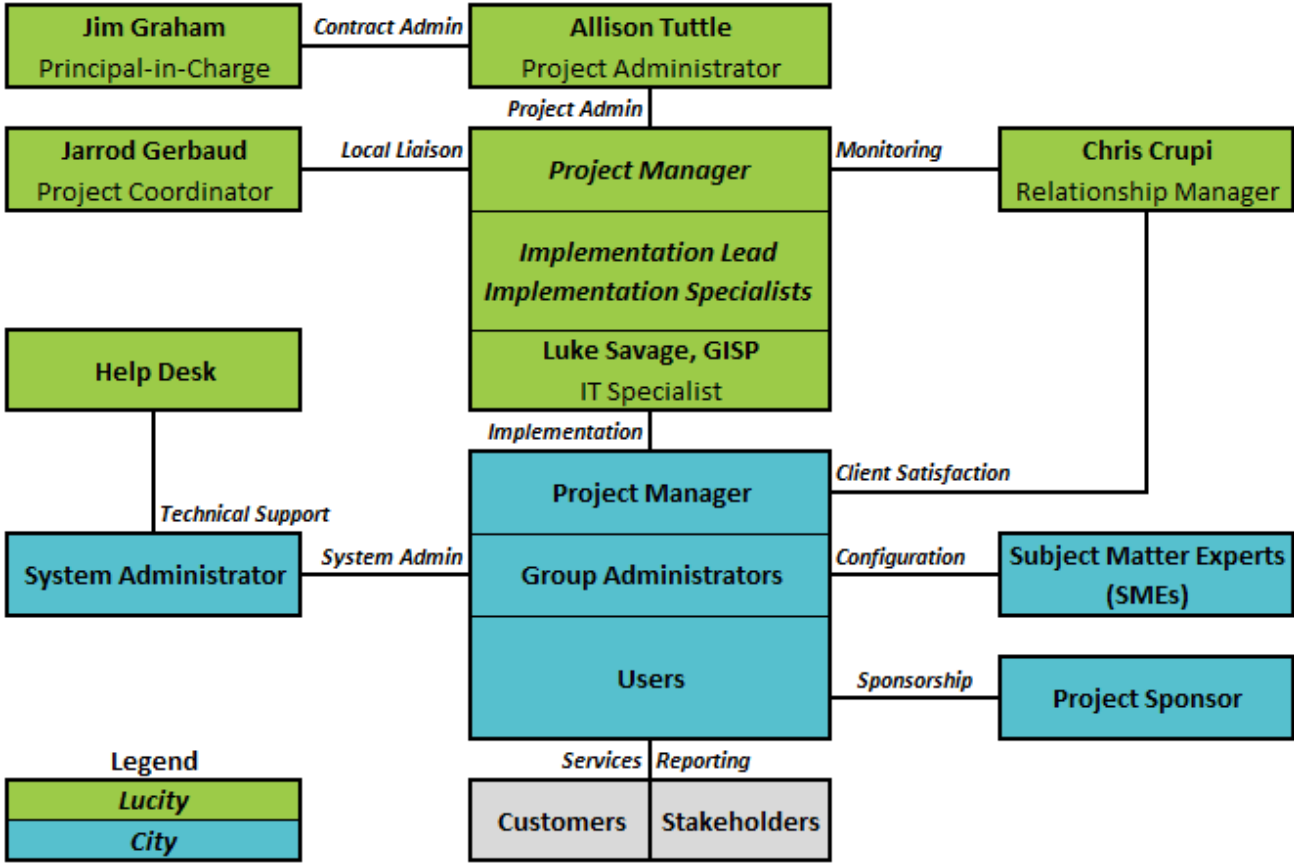
X. EFFORT AND COSTS

The levels of effort and associated costs for the Work Plan costs are summarized in Exhibit 2. The costs are based on the following standard rates.

- Labor (per person) – same for all Lucity personnel, regardless of task
 - \$187.50 per hour for on-site work (travel time is not charged)
 - \$100.00 per hour for remote work
- Expense estimates (per person) – expenses are billed at actual cost
 - \$550.00 per on-site trip
 - \$300.00 per on-site day

The labor rates above would apply to the “add-on option” for the effort to convert and migrate “existing building infrastructure and equipment codes already in place, in order to retain historical data information going back a minimum of ten (10) years”.

EXHIBIT 1 – Project Team Chart





City Council Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Proposition 111 – Appropriation Limitation

Recommended Action

Adopt a Resolution of Intent to adopt the City's annual Appropriations Limitation (Gann Limit).

Background

As required by Article XIII B of the State Constitution (Proposition 111 or the Gann Amendment), the City Council is required to adopt an annual appropriations limitation for the Fiscal Year 2016-2017. This resolution establishes the City's intent to adopt the appropriations limitation.

Discussion

Adoption of the Appropriations Limitation will be requested at the Council Meeting at June 27, 2016. At the time, the Department of Finance will provide the calculations of proceeds of taxes and appropriations limit based on our estimates for the coming fiscal year. This information will be available for public inspection in the Department of Finance beginning Friday, June 17, 2016.

Appropriate notice will be posted regarding the availability of the documentation in the Department of Finance during normal business hours.

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

Respectfully submitted,

Lawrence Chiu

Director of Finance and Administrative Services

cc: City Manager
City Attorney
City Clerk

LEAD TRAFFIC SIGNAL-STREET LIGHT TECHNICIAN

DEFINITION

Under general supervision plans, assigns, prioritizes, directs, and reviews the work of assigned personnel. Performs a variety of complex and skilled work in electrical operations, maintenance, alteration, and repair of electrical systems and equipment; install, maintain, troubleshoot, and repair series circuit and parallel circuit street lighting, traffic signals, and traffic control devices; locate, test and repair malfunctions of underground cables, electrical systems, and electrical equipment. Incumbents may be assigned to perform skilled electrical work on municipal buildings and facilities and other general maintenance duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Public Works Maintenance Supervisor – Streets. Responsibilities include providing lead direction to the Traffic Signal-Street Light Technician and less experienced staff that are assigned to support or assist on larger assignments.

EXAMPLES OF DUTIES

Provide day-to-day leadership responsibilities to assigned personnel. Plans assigns, directs, and reviews the work of assigned personnel on a daily basis. Trains staff in work procedures; assist in selection and evaluation of the work of staff.

Perform a wide range of inspections and preventative maintenance work on traffic signals, controllers, and streetlights; test and diagnose problems on electronic equipment including traffic signal heads, streetlights, controllers, auxiliary equipment and other systems to ensure that they operate as intended; and ensure electrical compatibility and safety of components. Install, adjust, and test, traffic signal and streetlight software, hardware and circuitry; complete regular monthly preventive maintenance inspections of traffic signal and streetlight equipment; diagnose malfunctions and makes necessary repairs; paints traffic signal and street light equipment; operate testing and measurement equipment. Complete emergency repairs during and/or after normal work hours, including weekends; and assists other staff members with related work as assigned.

Respond to traffic signal pole or streetlight pole knockdowns and/or malfunctions of traffic signal and streetlight equipment; repair, replace, modify and install traffic signal and street light equipment including signal heads, poles, controllers, lights, circuitry, switches, fuses,

JOB SPECIFICATION

LEAD TRAFFIC SIGNAL-STREET LIGHT TECHNICIAN (PAGE 2)

timers and cabinet parts; make field repairs of traffic signal controls and auxiliary equipment; perform electrical system wiring and installations; locate conduit, cables and other underground devices; investigate complaints and reports of malfunctions; advise management if continued operation of equipment would present a problem or a hazard.

Check intersections for proper signal operations and operate specialized computer programs to make signal timing changes as directed, ensuring that proper timing is restored after repairs are made; install or upgrade signal equipment including loops and vehicle detectors based on engineering drawings; consult with traffic engineering staff or factory representatives to identify and resolve technical problems; may reconstruct and refurbish traffic signal equipment or defective electrical equipment in the shop using appropriate tools and methods; inspects the work of staff and contractors in progress and upon completion to ensure compliance with City specifications.

Ability to read, understand and interpret complex electrical plans, specifications and schematics; ensure conformity with codes, regulations and safety requirements; locate and mark underground utilities, cables, conduits and loop wires to prevent damage during excavation; maintain accurate maps and schematic drawings; perform general electrical maintenance and repair work as assigned.

Maintain accurate manual and computerized work records, logs and other documents; maintain traffic signal cabinet records of all repairs or timing changes made to traffic signals; maintain records related to reported malfunctions and repairs to street lights; prepare work orders and help maintain adequate inventory of materials and supplies; prepare work estimates; makes recommendations for the street lighting and traffic signal operational and maintenance improvements, and implement programs as approved; prepare a variety of reports.

Perform traffic safety work including resetting and removing of temporary traffic control signage and delineation (cones, barricades, etc.) as required.

Maintain tools and equipment in a safe and efficient manner; clean shop and equipment as necessary; follow proper safety procedures in a variety of hazardous environments including high voltage areas and when operating an aerial personnel lift.

MINIMUM QUALIFICATIONS

Knowledge of: Specialized principles, methods, material, tools, and practices utilized in the traffic signal and street lighting maintenance trades; work area safety and traffic control devices; safety regulations and practices applicable to electrical equipment; tools and

JOB SPECIFICATION

LEAD TRAFFIC SIGNAL-STREET LIGHT TECHNICIAN (PAGE 2)

materials used for the repair, inspection and maintenance of traffic signals and street lights; and use of personal computers and mobile devices.

Ability to: Perform the full range of traffic signal and street lighting maintenance and repair duties. Follow detailed and technical written or verbal instructions; communicate effectively, both orally and in writing; read and understand plans, specifications, manuals, USA markings, and sketches related to traffic signals, street lighting, area lighting and building electrical circuits; locate and repair defects in traffic signals, street lights, area lighting, and building electrical circuits; demonstrate skill and safe working practices in use of tools and equipment, perform duties in a safe manner while elevated above traffic in or on appropriate equipment; work at irregular hours; perform simple grasping, pushing, pulling, and fine manipulation; distinguish colors used in electrical cable coding; see gauges and lights on color panels; and lift or carry weight of approximately 50 pounds; interact positively and cooperate with co-workers, respond politely to customers, work as a team member, function under demanding time pressure and in inclement weather, respond in a positive manner to supervision, and attend work and perform duties on a regular and consistent basis.

Experience: Four years of responsible experience in electrical construction and/or maintenance. Experience repairing traffic signals or electrical systems and/or related equipment is desirable.

Education: Graduation from high school, or the equivalent.

Licenses/Certifications: Possession of a valid Class C California Driver's License. Possession of International Municipal Signal Association Level I Traffic Signal Technician certificate within 12 months of hire, and Level II Traffic Signal Technician certificates within 24 months of hire. An incumbent who fails to obtain these certificates will not remain qualified for the position.

R: 4/2016



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Proposed New Classification of Lead Traffic Signal-Street Light Technician Job Specification and Assignment to Range 59 of AFSCME Salary Schedule (Civil Service)

Recommended Action

That the City Council adopt a resolution to approve the new job specification (attached) for the Lead Traffic Signal-Street Light Technician position and assignment to Range 59 of the AFSCME salary schedule.

Background/Discussion

The vacancy of a Traffic Signal-Street Light Technician position in the Public Works Department presented an opportunity to review workload allocation and job responsibilities.

The Public Works Department is proposing to replace the vacant Traffic Signal-Street Light Technician with a newly created Lead Traffic Signal-Street Light Technician classification. This position will provide lead direction to the Traffic Signal-Street Light Technician position.

Fiscal Impact

The new Lead Traffic Signal-Street Light Technician position will result in a \$10,161.68 increase to the current budget.

Summary/Conclusion

A public hearing was held after due notice was properly given and all interested parties were given an opportunity to be heard. At the regular meeting of the Personnel Board held on Thursday, May 12, 2016 the Personnel Board approved the proposed Lead Traffic Signal-Street Light Technician job specification as submitted. Staff requests that the City Council approve the Lead Traffic Signal-Street Light Technician job specification and assignment to Range 59 of the AFSCME salary schedule.

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

Respectfully submitted,

Shawwna Maltbie
Director of Human Resources



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Proposed Revisions to the Traffic Signal-Street Light Technician (Civil Service)

Recommended Action

That the City Council approve the proposed revisions to the Traffic Signal-Street Light Technician Job Specification.

Background/Discussion

The Public Works Department reviewed workload allocation and job responsibilities of the Traffic Signal-Street Light Technician. The Department is proposing to update the job specification to accurately describe the duties of the position

Fiscal Impact

No fiscal impact.

Summary/Conclusion

A public hearing was held after due notice was properly given and all interested parties were given an opportunity to be heard. At the regular meeting of the Personnel Board held on Thursday, May 12, 2016 the Personnel Board approved the proposed Traffic Signal-Street Light Technician job specification as submitted. Staff requests that the City Council approve the revised job specification (attached) for the classification of Traffic Signal-Street Light Technician.

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

Respectfully submitted,

Shawna Maltbie
Director of Human Resources

TRAFFIC SIGNAL-STREET LIGHT TECHNICIAN

DEFINITION

This is a journey-level electrician classification that works independently with minimal supervision. Incumbents perform a variety of complex and skilled work in electrical operations, maintenance, alteration, and repair of electrical systems and equipment; install, maintain, troubleshoot, and repair series circuit and parallel circuit street lighting, traffic signals, and traffic control devices; locate, test and repair malfunctions of underground cables, electrical systems, and electrical equipment. Incumbents may be assigned to perform skilled electrical work on municipal buildings and facilities and other general maintenance duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Lead Traffic Signal-Street Light Technician. Responsibilities may include providing direction to less experienced staff that are assigned to support or assist on larger assignments.

EXAMPLES OF DUTIES

Perform a wide range of inspections and preventative maintenance work on traffic signals, controllers, and streetlights; test and diagnose problems on electronic equipment including traffic signal heads, streetlights, controllers, auxiliary equipment and other systems to ensure that they operate as intended; and ensure electrical compatibility and safety of components. Install, adjust, and test, traffic signal and streetlight software, hardware and circuitry; complete regular monthly preventive maintenance inspections of traffic signal and streetlight equipment; diagnose malfunctions and makes necessary repairs; paints traffic signal and street light equipment; operate testing and measurement equipment. Complete emergency repairs during and/or after normal work hours, including weekends; and assists other staff members with related work as assigned.

Respond to traffic signal pole or streetlight pole knockdowns and/or malfunctions of traffic signal and streetlight equipment; repair, replace, modify and install traffic signal and street light equipment including signal heads, poles, controllers, lights, circuitry, switches, fuses, timers and cabinet parts; make field repairs of traffic signal controls and auxiliary equipment; perform electrical system wiring and installations; locate conduit, cables and other underground devices; investigate complaints and reports of malfunctions; advise management if continued operation of equipment would present a problem or a hazard.

JOB SPECIFICATION

TRAFFIC SIGNAL-STREET LIGHT TECHNICIAN (PAGE 2)

Check intersections for proper signal operations and operate specialized computer programs to make signal timing changes as directed, ensuring that proper timing is restored after repairs are made; install or upgrade signal equipment including loops and vehicle detectors based on engineering drawings; consult with traffic engineering staff or factory representatives to identify and resolve technical problems; may reconstruct and refurbish traffic signal equipment or defective electrical equipment in the shop using appropriate tools and methods; inspects the work of contractors in progress and upon completion to ensure compliance with City specifications

Ability to read, understand and interpret complex electrical plans, specifications and schematics; ensure conformity with codes, regulations and safety requirements; locate and mark underground utilities, cables, conduits and loop wires to prevent damage during excavation; maintain accurate maps and schematic drawings; perform general electrical maintenance and repair work as assigned.

Maintain accurate manual and computerized work records, logs and other documents; maintain traffic signal cabinet records of all repairs or timing changes made to traffic signals; maintain records related to reported malfunctions and repairs to street lights; prepare work orders and help maintain adequate inventory of materials and supplies; prepare work estimates; makes recommendations for the street lighting and traffic signal operational and maintenance improvements, and implement programs as approved; prepare a variety of reports.

Perform traffic safety work including resetting and removing of temporary traffic control signage and delineation (cones, barricades, etc.) as required.

Maintain tools and equipment in a safe and efficient manner; clean shop and equipment as necessary; follow proper safety procedures in a variety of hazardous environments including high voltage areas and when operating an aerial personnel lift.

MINIMUM QUALIFICATIONS

Knowledge of: Specialized principles, methods, material, tools, and practices utilized in the traffic signal and street lighting maintenance trades; work area safety and traffic control devices; safety regulations and practices applicable to electrical equipment; tools and materials used for the repair, inspection and maintenance of traffic signals and street lights; and use of personal computers and mobile devices.

Ability to: Perform the full range of traffic signal and street lighting maintenance and repair duties. Follow detailed and technical written or verbal instructions; communicate effectively, both orally and in writing; read and understand plans, specifications, manuals,

JOB SPECIFICATION
TRAFFIC SIGNAL-STREET LIGHT TECHNICIAN (PAGE 3)

USA markings, and sketches related to traffic signals, street lighting, area lighting and building electrical circuits; locate and repair defects in traffic signals, street lights, area lighting, and building electrical circuits; demonstrate skill and safe working practices in use of tools and equipment, perform duties in a safe manner while elevated above traffic in or on appropriate equipment; work at irregular hours; perform simple grasping, pushing, pulling, and fine manipulation; distinguish colors used in electrical cable coding; see gauges and lights on color panels; and lift or carry weight of approximately 50 pounds; interact positively and cooperate with co-workers, respond politely to customers, work as a team member, function under demanding time pressure and in inclement weather, respond in a positive manner to supervision, and attend work and perform duties on a regular and consistent basis.

Experience: Two years of responsible experience in, electrical construction and/or maintenance. Experience repairing traffic signals or electrical systems and/or related equipment is desirable.

Education: Graduation from high school, or the equivalent.

Licenses/Certifications: Possession of a valid Class C California Driver's License. Possession of International Municipal Signal Association Level I Traffic Signal Technician certificate within 12 months of hire, and Level II Traffic Signal Technician certificates within 24 months of hire. An incumbent who fails to obtain these certificates will not remain qualified for the position.

R: 4/2016



City Council Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Notice of Completion for the Norwood Park Rehabilitation Project

Recommended Action

Staff recommends that the City Council accept the improvements completed by Alaniz Construction, Inc. and Ross Recreation Equipment in compliance with the construction contracts for the Norwood Park Rehabilitation project.

Background

In October 2014, Daly City was awarded \$187,000 in Housing-Related Parks Program (HRP) grant funds from the California Department of Housing and Community Development for the purpose of park rehabilitation. The City decided to utilize the funds to rehabilitate Norwood Park, including the demolition and installation of a new playground structure and protective resurfacing. The project was accomplished in two phases. The first phase (by Ross Recreation Equipment) included the installation of new play equipment and the second phase (by Alaniz Construction, Inc.) included asphalt concrete (AC) overlay, concrete flatwork, construction of a decomposed granite picnic area, and installation of site furnishings.

Discussion

Ross Recreation Equipment of Santa Rosa, California has completed all improvements required to install the play equipment for a total amount of \$44,182.88. The overall contract with Ross Recreation Equipment was completed for the original contract award amount.

Alaniz Construction, Inc. of Fremont, California has completed all improvements required by the construction contract documents for a total amount of \$101,537.35, including one change order for \$16,300. The original contract award was for \$85,237.35. Unforeseen soft and wet subgrade soil was discovered during demolition and was deemed unsuitable for the placement of new asphalt. The change order was issued to excavate approximately 1,200 square feet of subgrade to a depth of 6 inches. Geotextile fabric was laid over the subgrade and 6 inches of recycled base rock was provided and compacted. The overall contract with Alaniz Construction, Inc. was completed 19.1% over the original contract award amount.

Fiscal Impact

The contracts were completed in the total amount of \$145,720.23 with funds available in the Capital Improvement Program (CIP) Project account 31-317-554-4506.

Summary/Conclusion

**Notice of Completion for the
Norwood Park Rehabilitation Project
Meeting Date: May 23, 2016
Page 2 of 2**

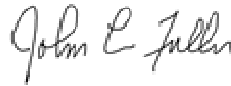
The contractors' work is now complete and acceptable for City maintenance. Staff recommends that the City Council accept the improvements completed by Alaniz Construction, Inc. and Ross Recreation Equipment for the City's maintenance and use.

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

Respectfully submitted,



Ryan Brunmeier
Engineer I



John L. Fuller
Director of Public Works

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY ACCEPTING
COMPLETION OF CERTAIN PROJECT IN THE
DEPARTMENT OF PUBLIC WORKS

(NORWOOD PARK REHABILITATION)

A. The Project Manager has advised that the project set forth hereinafter has been completed in accordance with the terms of the contract with the City of Daly City and Alaniz Const., Inc., a California Corporation.

B. The City Council of the City of Daly City desires to acknowledge the completion of such project so that notice of completion may be given.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that pursuant to the above, the City of Daly City does hereby accept as complete the following described project:

NORWOOD PARK REHABILITATION

BE IT FURTHER RESOLVED by the City Council of the City of Daly City that said project be, and it is hereby accepted as complete, and at the expiration of thirty-five (35) days from this date, final payment in connection with this project be, and it is hereby authorized, provided that all statutory liens, claims and withholds are satisfied pursuant to law.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a special meeting thereof held on the _____ day of _____, 20____, 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

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

OFFICE OF THE CITY CLERK
CITY OF DALY CITY
333 - 90th Street
Daly City, California 94015

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is: May 23, 2016
2. The owner of the work of improvements is: City of Daly City, a Municipal Corporation.
3. The address of the owner of the work of improvement is: City Hall
333 - 90th Street
Daly City, California 94015
4. The nature of the owner's interest or estate is: In fee.
5. The work of improvement is located in Daly City, California, and is particularly described as follows:

NORWOOD PARK REHABILITATION

The name of the original contractor for the work of improvement is:

Alaniz Const., Inc.
7160 Stevenson Blvd.
Fremont, CA 94538

Dated: _____

The undersigned, being duly sworn, says: That he is the owner of the aforesaid interest or estate in the property described in the foregoing notice; that he has read the same, and knows the contents thereof, and that the facts stated therein are true.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CITY OF DALY CITY, OWNER

John L. Fuller, Public Works Director

STATE OF CALIFORNIA,

COUNTY OF _____ } ss.

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, ____ 20____.

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

Name (Typed or Printed)
Notary Public in and for said County and State



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Accepting and Appropriating \$16,340.50 from IMG Worldwide, Inc. (Swinging Skirts LPGA Classic) for Unanticipated Costs within the Department of Library and Recreation Services

Recommended Action

It is recommended the City Council accept an unrestricted \$16,340.50 fee from IMG Worldwide, Inc. (Swinging Skirts LPGA Classic) and appropriate the funds for program supplies, music licensing fees, and other unanticipated costs within the Department of Library and Recreation Services.

Background/Discussion

IMG Worldwide paid the City of Daly City \$16,340.50 for the use of the athletic fields at Westlake for spectator parking for the Swinging Skirts LPGA Classic held at Lake Merced Golf Club from April 18 -24, 2016.

Staff is requesting that the funds be appropriated for the purposes of purchasing supplies and replacement furniture for the Department of Library and Recreation Services and for paying the annual music licensing fee to BMI, the global music rights agency that represents more than 700,000 songwriters.

Fiscal Impact

The \$16,340.50 in revenue from the golf tournament was not anticipated in the current fiscal year operating budget. If the appropriation is approved, the funds will be expended this fiscal year.

Summary/Conclusion

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

Respectfully submitted,

Joseph F. Curran
Director
Department of Library and Recreation Services

City of Daly City
Budget Transfer/Adjustment

Department/Division: Library and Recreation Services **Date:** 5/23/2016

Month/Fiscal Year: May/2015-16

Explanation/Justification:

The Department of Library and Recreation Services generated	\$16,240.50
of unanticipated revenue from the rental of Westlake Park during the LPGA	
Swinging Skirts Golf Tournament at the Lake Merced Golf Club.	

The obligated funds will be for unanticipated expenses, including music licensing fees, furniture and programming supplies.

Approvals:

Anne K. Williams
Originator

Director of Finance

Department Head

City Manager/City Council

Finance Only:

Name/Type Code	Amount
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To Account Number

Name/Type Code	Amount
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Audited By/Date

Document No.



City Council Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Resolution of the City Council of the City of Daly City Approving the Acceptance of Certain Real Property from the Successor Agency to the Daly City Redevelopment Agency and Authorizing Execution of Compensation Agreements with Affected Taxing Entities

RECOMMENDATION

It is recommended that the City Council of the City of Daly City adopt the attached resolution approving the acceptance of certain real property from the Successor Agency to the Daly City Redevelopment Agency and authorizing execution of Compensation Agreements with the affected taxing entities

EXECUTIVE SUMMARY

Assembly Bill 1484 provides that once a successor agency receives a finding of completion, it may prepare a Long-Range Property Management Plan (“**LRPMP**”) addressing the disposition and retention of the successor agency’s real property assets. The City Council is asked to approve the acceptance of certain Governmental Use and Future Development Parcels from the Successor Agency to the Daly City Redevelopment Agency (“**Successor Agency**”) in accordance with the approved LRPMP, and the execution of compensation agreements with affected taxing entities consistent with the LRPMP.

BACKGROUND AND ANALYSIS

Health and Safety Code Section 34191.5 provides that once a successor agency receives a finding of completion, it may prepare an LRPMP addressing the disposition and retention of the successor agency’s real property assets. .

Pursuant to Health and Safety Code Section 34191.3, if DOF has approved a successor agency’s LRPMP prior to January 1, 2016, the successor agency may amend its plan one time to allow for retention of property that constitutes “parking facilities and lots dedicated solely to public parking” for governmental use pursuant to Health and Safety Code Section 34181. Pursuant to Health and Safety Code Sections 34181(a) and 34191.3, in order to qualify as a parking lot “dedicated solely to public parking,” the revenue generated by the parking lot may not exceed reasonable costs of maintenance.

The Corporation Yard Parking Lot (San Mateo County Assessor’s Parcel No. 002-342-250) (the “**Corporation Yard Parking Lot**”) is located behind the City’s Corporation Yard at 798 Niantic Avenue and provides public parking serving the City’s Corporation Yard. No revenue is generated by this property, therefore the property qualifies as a parking lot “dedicated solely to public parking.” The Successor Agency has prepared a proposed amendment to the LRPMP to provide for the conveyance of the Corporation Yard Parking Lot to the City for continued governmental use.

The previously-approved LRPMP provides for the conveyance of four (4) properties to the City for continued governmental use (the “**Governmental Use Properties**”). The Governmental Use Properties are described in Exhibit A to the attached Resolution and include the “Pentagon” parking

lots and the Lawson Hall community center. In addition, the previously-approved LRPMP provides for the conveyance of four (4) properties to the City for future development consistent with community plans (the “**Future Development Properties**”). These properties are described in Exhibit B to the attached Resolution and include the Abbot Apartments, the Pacific Plaza office site, the Pacific Plaza hotel site, and the Landmark Phase II mixed use site. The LRPMP provides that the City will enter into compensation agreements with the affected taxing entities to address the distribution of the net proceeds of the sale of the Future Development Properties to the taxing entities on a pro rata basis in accordance with each taxing entity’s share of the tax base.

The City Council is asked to approve (1) the acceptance of the Governmental Use Properties, the Future Development Properties, and the Corporation Yard Parking Lot from the Successor Agency in accordance with the previously-approved LRPMP, and subject to DOF approval, in accordance with the LRPMP amendment, and (2) the execution of compensation agreements with affected taxing entities substantially in the form attached to this staff report.

RECOMMENDATION

Staff recommends that the City Council approve the attached Resolution which approves: (i) the acceptance of the Governmental Use Properties and the Corporation Yard Parking Lot for continued governmental use, (ii) the acceptance of the Future Development Properties for future development consistent with community plans, and (iii) the execution of compensation agreements with affected taxing entities substantially in the form attached to this staff report.

Summary/Conclusion

Staff recommends that the City Council adopt a Resolution approving the acceptance of certain real property from the Successor Agency to the Daly City Redevelopment Agency and authorizing execution of compensation agreements with affected taxing entities.

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

Respectfully submitted,



Rose Zimmerman
City Attorney



Tatum Mothershead
Director of Economic and Community Development

Attachments:

- Resolution Approving Acceptance of Certain Real Property from the Successor Agency to the Daly City Redevelopment Agency and Authorizing Execution of Compensation Agreements with Affected Taxing Entities
- Form of Compensation Agreement

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
APPROVING THE ACCEPTANCE OF CERTAIN REAL PROPERTY FROM THE
SUCCESSOR AGENCY TO THE DALY CITY REDEVELOPMENT AGENCY AND
AUTHORIZING EXECUTION OF COMPENSATION AGREEMENTS WITH
AFFECTED TAXING ENTITIES**

WHEREAS, pursuant to Resolution No. ____, adopted by the City Council of the City of Daly City on January ____, 2012, the City of Daly City (the “**City**”) agreed to serve as the successor agency to the Redevelopment Agency of the City of Daly City (“**Successor Agency**”) commencing upon dissolution of the Redevelopment Agency on February 1, 2012;

WHEREAS, upon obtaining a Finding of Completion pursuant to Health and Safety Code Section 34191.5, successor agencies are permitted to prepare a Long Range Property Management Plan that addresses the disposition and retention of the successor agency’s real property assets (the “**LRPMP**”);

WHEREAS, the Successor Agency prepared, and the Oversight Board and the Department of Finance have both approved, the Successor Agency’s LRPMP;

WHEREAS, the Successor Agency prepared, and the Oversight Board has approved, an amendment to the LRPMP (“**LRPMP Amendment**”) that provides for the conveyance of the Corporation Yard Parking Lot (San Mateo County Assessor’s Parcel No. 002-342-250) (the “**Corporation Yard Parking Lot**”) to the City for continued use as a public parking lot;

WHEREAS, the approved LRPMP provides for the conveyance of the parcels described in the attached Exhibit A (the “**Governmental Use Parcels**”) to the City for continued use for governmental purposes;

WHEREAS, the approved LRPMP provides for the Successor Agency to retain the parcel identified in the attached Exhibit B as the “Abbot Apartments” (the “**Apartment Parcel**”) for fulfillment of an enforceable obligation, and thereafter to convey such parcel to the City for future development consistent with community plans;

WHEREAS, the approved LRPMP provides for the conveyance of the remaining parcels described in the attached Exhibit B (the “**Future Development Parcels**”) to the City for future development consistent with community plans; and

WHEREAS, the approved LRPMP provides that in connection with the City’s future disposition of the Apartment Parcel and the Future Development Parcels, the City will enter into a compensation agreement with the affected taxing entities to address distribution of sale proceeds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Daly City hereby:

1. Finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the City Council's adoption of this Resolution.

2. Accepts the conveyance of the Governmental Use Parcels from the Successor Agency to the City for continued governmental uses.

3. Subject to approval by the Department of Finance, accepts the conveyance of the Corporation Yard Parking Lot from the Successor Agency to the City for continued governmental use as a public parking lot in accordance with the LRPMP Amendment.

4. Accepts the conveyance of the Apartment Parcel and the Future Development Parcels to the City for future development consistent with community plans.

5. Authorizes the City Manager and her designees to execute compensation agreements with the affected taxing entities substantially in the form presented to the City Council with such modifications as may be approved by the City Manager in consultation with the City Attorney.

6. Authorizes and directs the City Manager and her designees to execute such instruments and to take such actions as necessary to effectuate the intent of this Resolution, including without limitation, the execution and recordation of certificates of acceptance and other instruments as necessary to effectuate and evidence the conveyance of the Property as described in this Resolution.

* * * * *

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Daly City at a meeting held on the _____ day of _____, 2016 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST: _____
City Clerk

Exhibit A

GOVERNMENTAL USE PARCELS

Property	Location	Assessor's Parcel No.	Current Use
Pentagon Parking #1	Hillcrest Drive and Mission Circle	003-042-090	Public Parking (12 spaces)
Pentagon Parking #2	Mission Street and Bepler Street	003-042-010, -020, -150, -160, -180, -190	Public Parking (33 spaces); Emergency Food Pantry
Pentagon Parking #3	San Jose Avenue and Bepler Street	003-041-390	Public Parking (12 spaces)
Lawson Hall	125 Acacia Street	005-123-170	Community Center

Exhibit B

FUTURE DEVELOPMENT PARCELS

Property	Location	Assessor's Parcel No.	Current Use
Abbot Apartments	260 Abbot Avenue	003-434-100	Affordable housing (5 units)
Pacific Plaza Office Site	2121 Junipero Serra Boulevard	002-352-200, -240, -160, -210, -220, -230, -250, -290, -310, 002-342-100, 002-342-260	Vacant, surface parking, miscellaneous commercial uses, City records storage facility
Pacific Plaza Hotel Site	Junipero Serra Blvd. and John Daly Blvd.	002-292-310	vacant
Landmark Phase II Mixed Use Site	6601 Mission Street	003-224-100	vacant

MASTER AGREEMENT FOR TAXING ENTITY COMPENSATION

This Master Agreement for Taxing Entity Compensation (this “**Agreement**”), dated for reference purposes as of _____, 2016, is entered into by and among the following public agencies (all of which are collectively referred to herein as the “**Parties**” and as the “**Taxing Entities**”):

City of Daly City, a municipal corporation (“**City**”);
County of San Mateo, a political subdivision of the State of California (“**County**”);
San Mateo Community College District;
Bayshore Elementary Unified School District;
Jefferson Union High School District; and
Bayshore Sanitary District.

RECITALS

A. Pursuant to Assembly Bill x1 26, effective February 1, 2012, the Redevelopment Agency of the City of Daly City (“**Redevelopment Agency**”) was dissolved, and pursuant to Health & Safety Code Section 34173, the City elected to serve as the successor agency to the dissolved Redevelopment Agency (the “**Successor Agency**”).

B. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan (“**LRPMP**”) that addresses disposition of the real property formerly owned by the Redevelopment Agency.

C. On _____, 20____, the LRPMP was approved by Resolution of the Oversight Board to the Successor Agency (the “**Oversight Board**”), a seven-member board established pursuant to Health and Safety Code Section 34179 that includes representatives appointed by the County Board of Supervisors, the Mayor of the City, the Superintendent, the Chancellor of the California Community Colleges, and _____ District.

D. On _____, 2015, the State Department of Finance (“**DOF**”) approved the LRPMP.

E. On May_____, 2016, the Oversight Board approved an amendment to the LRPMP (the “**LRPMP Amendment**”) that authorized the transfer of the Corporation Yard Parking Lot located at _____ Street to the City for continued use as public parking serving the City’s Corporation Yard. On _____, 2016, DOF approved the LRPMP Amendment.

NOW THEREFORE, the Parties agree as follows.

1. Purpose. This Agreement is executed with reference to the facts set forth in the foregoing Recitals which are incorporated into this Agreement by this reference. The purpose of

this Agreement is to address the allocation of certain prospective revenues among the taxing entities that share in the property tax base (“**Tax Base**”) for property located within the Mission Street and the Bayshore Redevelopment Project Areas (collectively, the “**Project Area**”) formerly administered by the Redevelopment Agency.

2. Special Districts and Funds. The governing boards of certain of the Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the Tax Base, and are authorized to execute this Agreement on behalf of such special districts and funds as described below.

2.1 County Funds. The County administers the following special districts and funds, and in addition to entering into this Agreement for the County itself, the County is authorized to, and has entered into and executed this Agreement on behalf of the following, each identified with the San Mateo County Auditor-Controller/San Mateo County Tax Assessor’s Fund number:

2.2 County Superintendent Funds. The Superintendent administers the following special funds, and in addition to entering into this Agreement for the Superintendent itself, the Superintendent is authorized to, and has entered into and executed this Agreement on behalf of the following, each identified with the San Mateo County Auditor-Controller/ _____ County Tax Assessor’s Fund number:

3. Parcels to be Conveyed to City for Continued Governmental Uses. The LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), five (5) properties formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for continued governmental uses. These properties (collectively, the “**Governmental Use Properties**”) are identified in Exhibit A attached hereto. The properties and their uses are described in the LRPMP and the LRPMP Amendment, copies of which have been provided to each Taxing Entity. No compensation will be paid to the Successor Agency or to the Taxing Entities in connection with the transfer of the Governmental Use Properties.

4. Parcels to be Conveyed for Future Development Consistent with Plans. The LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), four (4) properties formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for future development consistent with community plans. These properties (collectively, the “**Future Development Property**”) are identified in Exhibit B attached hereto.

5. Compensation Arrangement. The City agrees that, consistent with the LRPMP, in connection with the subsequent conveyance of the parcels comprising the Future Development Property, the City will remit the Net Unrestricted Proceeds, if any, to the San Mateo County Auditor-Controller for distribution to the Taxing Entities in accordance with each Taxing Entity’s pro rata share of the Tax Base attributable to the Project Area. “**Net Unrestricted**

Proceeds” shall mean the proceeds of sale received by the City for the sale of the parcels comprising the Future Development Property less: (i) costs incurred by City for expenses incurred in connection with the management and disposition of the Future Development Property, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers’ fees, escrow, closing costs, survey, title insurance, attorneys’ and consultants’ fees, and other reasonable costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Future Development Property, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of the Future Development Property. Upon request, the City shall deliver to the Taxing Entities an accounting of all such costs, expenses and restricted proceeds.

6. Sale Procedures and Proceeds. The Parties acknowledge that the City is obligated to convey the Future Development Property for development consistent with redevelopment and community plans. The Parties further acknowledge that consistent with Senate Bill 470 (Wright), Chapter 659, Statutes of 2013, prior to the disposition of the Future Development Property or any part thereof, the City may be obligated to hold a noticed public hearing and prepare a report that includes, among other things (i) an explanation of why the disposition will assist in the creation, retention, or expansion of job opportunities, increased property tax revenues, and the development of affordable housing, transit priority projects and sustainable development, and (ii) an explanation of the difference between the highest and best use value and the disposition price taking into consideration existing conditions and legal constraints on the property, development constraints and requirements, and the covenants, conditions and development costs required by the sale or lease.

7. Miscellaneous Provisions.

7.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

7.2 Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

7.3 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to City Council for consideration.

7.4 Entire Agreement. This Agreement, including Exhibits A and B attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

7.6 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

7.7 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

7.8 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

7.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of San Mateo County, California or in the Federal District Court for the Northern District of California.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as indicated below.

CITY OF DALY CITY, A MUNICIPAL CORPORATION

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

City Attorney

Address for Notices:

SIGNATURES CONTINUE ON FOLLOWING PAGES.

The undersigned authorized signatory hereby executes this Agreement on behalf of the County of San Mateo and each of the following entities and funds:

COUNTY OF SAN MATEO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

_____ (Fund # ____)
_____ (Fund # ____)
_____ County ERAF (Fund # ____)

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

County Counsel

Address for Notices:

SIGNATURES CONTINUE ON FOLLOWING PAGES.

The undersigned authorized signatory hereby executes this Agreement on behalf of each of the following entities and funds:

SAN MATEO COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

SIGNATURES CONTINUE ON FOLLOWING PAGES.

BAYSHORE ELEMENTARY UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

SIGNATURES CONTINUE ON FOLLOWING PAGES.

JEFFERSON UNION HIGH SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

BAYSHORE SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Exhibit A

GOVERNMENTAL USE PROPERTY

Property	Location	Assessor's Parcel No.	Current Use
Pentagon Parking #1	Hillcrest Drive and Mission Circle	003-042-090	Public Parking (12 spaces)
Pentagon Parking #2	Mission Street and Bepler Street	003-042-010, -020, -150, -160, -180, -190	Public Parking (33 spaces); Emergency Food Pantry
Pentagon Parking #3	San Jose Avenue and Bepler Street	003-041-390	Public Parking (12 spaces)
Lawson Hall	125 Acacia Street	005-123-170	Community Center
Corporation Yard			Public Parking

Exhibit B

FUTURE DEVELOPMENT PROPERTY

Property	Location	Assessor's Parcel No.	Current Use
Abbot Apartments	260 Abbot Avenue	003-434-100	Affordable housing (5 units)
Pacific Plaza Office Site	2121 Junipero Serra Boulevard	002-352-200, -240, -160, -210, -220, -230, -250, -290, -310, 002-342-100, 002-342-260	Vacant, surface parking, miscellaneous commercial uses, City records storage facility
Pacific Plaza Hotel Site	Junipero Serra Blvd. and John Daly Blvd.	002-292-310	vacant
Landmark Phase II Mixed Use Site	6601 Mission Street	003-224-100	vacant



City Council Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Resolution Authorizing the City to advance funds to the Successor Agency to the Daly City Redevelopment Agency for Legal Expenses and Authorizing Execution of a Funding Agreement

Recommended Action

It is recommended that the City Council adopt the resolution authorizing the City to provide funds to the Successor Agency to the Daly City Redevelopment Agency ("Successor Agency") for legal expenses and to execute a Funding Agreement.

Background

Assembly Bill 1484 provides that sponsoring jurisdictions may provide funds to successor agencies for payment of legal expenses related to civil actions relating to the Dissolution Act. These funds may be repaid as an enforceable obligation if the successor agency prevails in the litigation; otherwise they are considered a grant. The City Council is asked to approve the provision of funds to the Successor Agency for legal expenses, and the execution of a Funding Agreement that provides for repayment of the funds in accordance with the Dissolution Act if the Successor Agency prevails in the litigation.

Discussion

Pursuant to Health and Safety Code Section 34171(d)(1)(F), the City is authorized to provide funds to the Successor Agency for payment of legal expenses related to civil actions relating to the Dissolution Law. Health and Safety Code Section 34171(d)(1)(F) further provides that if the Successor Agency obtains a final judicial determination granting the requested relief, the funds provided by the City will be deemed an enforceable obligation that may be repaid, but if the litigation is unsuccessful, the City funds will be considered a grant and not eligible for repayment.

The Successor Agency has incurred, and will incur, legal expenses related to a civil action initiated by the Successor Agency contesting the interpretation and application of the Dissolution Law with respect to the reinstatement and repayment of loans provided by the City to the former Daly City Redevelopment Agency. A hearing on this matter (Case No. 34-2015-80002205) is scheduled for June 10, 2016 in Sacramento Superior Court.

The Successor Agency has insufficient funds available to pay the legal expenses associated with the litigation. Staff recommends that the City Council approve the City's advance of funds to the Successor Agency pursuant to a Funding Agreement that provides for repayment consistent with the requirements of the Dissolution Law if the litigation is successful.

Resolution Authorizing the City to advance funds to the Successor Agency to the Daly City Redevelopment Agency for Legal Expenses and Authorizing Execution of a Funding Agreement
May 23, 2016
Page 2 of 2

The City Council is asked to approve the provision of funds to the Successor Agency for litigation expenses, and the execution of a Funding Agreement substantially in the form attached to this Staff Report.

Summary/Conclusion

Staff recommends that the City Council approve the attached Resolution which approves the provision of funds to the Successor Agency for litigation expenses, and the execution of a Funding Agreement substantially in the form attached to this Staff Report.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Rose', followed by a long horizontal line extending to the right.

Rose Zimmerman
City Attorney

Attachments:

- Resolution Authorizing Provision of Funds to the Successor Agency for Legal Expenses and the Execution of a Funding Agreement
- Form of Funding Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY AUTHORIZING THE PROVISION OF FUNDS TO THE SUCCESSOR AGENCY TO THE DALY CITY REDEVELOPMENT AGENCY FOR LEGAL EXPENSES AND AUTHORIZING EXECUTION OF A FUNDING AGREEMENT

WHEREAS, Health and Safety Code Section 34171(d)(1)(F) authorizes the city that formed a redevelopment agency (“Sponsoring Jurisdiction”) to provide funds to the successor agency to the dissolved redevelopment agency for payment of legal expenses related to civil actions initiated by the successor agency, including writ proceedings, challenging the validity of Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code (the “Dissolution Law”) or actions taken pursuant thereto; and

WHEREAS, Health and Safety Code Section 34171(d)(1)(F) further provides that if the successor agency obtains a final judicial determination granting the requested relief, the funds provided by the Sponsoring Jurisdiction shall be deemed an enforceable obligation that may be repaid in accordance with the terms set forth in Health and Safety Code Section 34173(h), but if the successor agency does not receive such determination, the funds shall be considered a grant and not eligible for repayment; and

WHEREAS, Health and Safety Code Section 34173(h) provides that with respect to the repayment of funds provided by a Sponsoring Jurisdiction to a successor agency: (i) interest shall be calculated on a fixed annual simple basis at a rate not to exceed the most recently published interest rate earned by funds deposited into the Local Agency Investment Fund during the previous fiscal quarter, (ii) repayments shall be applied first to principal and then to interest, and (iii) repayment shall be subordinate to other enforceable obligations approved on the successor agency’s Recognized Obligation Payment Schedule (“ROPS”); and

WHEREAS, the Successor Agency to the Daly City Redevelopment Agency (the “Successor Agency”) has incurred, and will incur, legal expenses related to a civil action initiated by the Successor Agency contesting the interpretation and application of the Dissolution Law with respect to the reinstatement and repayment of loans provided by the City of Daly City (the “City”) to the former Daly City Redevelopment Agency (the “Redevelopment Agency”); and

WHEREAS, the Successor Agency has insufficient funds available to pay such legal expenses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the City Council’s adoption of this Resolution.

2. The City Council hereby approves the provision of funds to the Successor Agency in an amount up to a maximum of _____ Dollars (\$_____), in accordance with the following terms: (i) the funds shall be used to pay legal expenses incurred in connection with litigation initiated by the Successor Agency contesting the interpretation and application of the Dissolution Law with respect to the reinstatement and repayment of loans provided by the City to the former Redevelopment Agency; and (ii) if the Successor Agency receives a final judicial determination granting the Successor Agency's requested relief, the funds shall be treated as a loan which shall be listed as an enforceable obligations on the Successor Agency's ROPS, and shall be repaid in accordance with the terms set forth in Health and Safety Code Section 34173(h).

3. The City Council hereby authorizes and directs the City Manager and her designees to execute such instruments and to take such actions as necessary to effectuate the intent of this Resolution, including without limitation the execution of a Funding Agreement substantially in the form attached to this Resolution as Exhibit A.

* * * * *

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Daly City at a meeting held on the _____ day of _____, 2016 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST: _____
City Clerk

Exhibit A

FUNDING AGREEMENT

(Attach Agreement.)

DRAFT

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (this “**Agreement**”) is entered into effective as of _____, 2016 (“**Effective Date**”) by and between the Successor Agency to the Daly City Redevelopment Agency (the “**Successor Agency**”) and the City of Daly City, a municipal corporation (the “**City**”).

RECITALS

WHEREAS, pursuant to Resolution No. 2012-__ adopted by the City Council of the City of Daly City, the City agreed to serve as the successor to the Daly City Redevelopment Agency (“**Redevelopment Agency**”) commencing upon dissolution of the Redevelopment Agency on February 1, 2012 pursuant to Assembly Bill x1 26 (“AB 26”); and

WHEREAS, Health and Safety Code Section 34171(d) (1) (F) authorizes the city that formed a redevelopment agency (“**Sponsoring Jurisdiction**”) to provide funds to the successor agency to the dissolved redevelopment agency for payment of legal expenses related to civil actions initiated by the successor agency, including writ proceedings, challenging the validity of Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code (the “**Dissolution Law**”) or actions taken pursuant thereto; and

WHEREAS, Health and Safety Code Section 34171(d)(1)(F) further provides that if the successor agency obtains a final judicial determination granting the requested relief, the funds provided by the Sponsoring Jurisdiction shall be deemed an enforceable obligation that may be repaid in accordance with the terms set forth in Health and Safety Code Section 34173(h), but if the successor agency does not receive such determination, the funds shall be considered a grant and not eligible for repayment; and

WHEREAS, Health and Safety Code Section 34173(h) provides that with respect to the repayment of funds provided by a Sponsoring Jurisdiction to a successor agency: (i) interest shall be calculated on a fixed annual simple basis at a rate not to exceed the most recently published interest rate earned by funds deposited into the Local Agency Investment Fund during the previous fiscal quarter, (ii) repayments shall be applied first to principal and then to interest, and (iii) repayment shall be subordinate to other enforceable obligations approved on the successor agency’s Recognized Obligation Payment Schedule (“**ROPS**”); and

WHEREAS, the Successor Agency has incurred, and will incur, legal expenses related to a civil action initiated by the Successor Agency contesting the interpretation and application of the Dissolution Law with respect to the reinstatement and repayment of loans provided by the City to the Redevelopment Agency; and

WHEREAS, the Successor Agency has insufficient funds available to pay such legal expenses; and

WHEREAS, the City Council of the City of Daly City has authorized the provision of funds to the Successor Agency on the terms and conditions set forth in this Agreement, and the Governing Board of the Successor Agency has authorized the acceptance of such funds; and

WHEREAS, by Resolution adopted on May _____, 2016, the Oversight Board to the Successor Agency approved the Successor Agency's acceptance of the Funds, the execution of this Agreement, and if applicable, the listing of this Agreement and the repayment of the Funds on the Successor Agency's ROPS.

NOW, THEREFORE, the Successor Agency and the City agree as follows:

1. Agreement to Provide Funds. The City agrees to provide funds to the Successor Agency in an amount up to _____ Dollars (\$_____) (the "**Funds**") upon the terms and conditions and for the purposes set forth in this Agreement.
2. Repayment. If the Successor Agency obtains a final judicial determination granting the requested relief, the Successor Agency's obligation to repay the Funds advanced by the City pursuant to this Agreement shall be deemed an enforceable obligation that shall be repaid in accordance with the terms set forth in Health and Safety Code Section 34173(h); provided however, if the Successor Agency does not receive such determination, the Funds shall be considered a grant and not eligible for repayment.
3. Interest Rate. If the Successor Agency's obligation to repay the Funds has been deemed an enforceable obligation pursuant to Health and Safety Code Section 34171(d)(1)(F) because the Successor Agency has received a final judicial determination granting the Successor Agency's requested relief, interest shall accrue on the outstanding balance of the Funds advanced by the City on a fixed annual simple basis at a rate equal to the most recently published interest rate earned by funds deposited into the Local Agency Investment Fund during the fiscal quarter immediately preceding the date of disbursement, commencing upon the date of disbursement of the Funds and continuing until the Funds are repaid in full, (ii) repayments shall be applied first to the outstanding principal balance and then to accrued interest, and (iii) repayment of the Funds shall be subordinate to other enforceable obligations and expenses approved on the Successor Agency's ROPS, including without limitation, the Successor Agency's administrative allowance.
4. Use of Proceeds. The Funds shall be used solely to cover Successor Agency legal expenses relating to litigation filed by the Successor Agency contesting the interpretation and application of the Dissolution Law with respect to the reinstatement and repayment of loans provided by the City to the Redevelopment Agency, and the defense or prosecution of any appeal filed in connection with such matter.

5. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the parties as partners, co-venturers, or principal and agent with one another.

6. Amendments. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the parties.

7. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Successor Agency shall be personally liable to City in the event of any default or breach by the Successor Agency, or for any amount of money which may become due to City, or for any obligation of Successor Agency under this Agreement.

8. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

9. Captions. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

11. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties are materially altered or abridged by such invalidation, voiding or unenforceability.

12. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the parties with respect thereto.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the City and the Successor Agency have executed this Funding Agreement as of the date first written above.

SUCCESSOR AGENCY TO THE DALY CITY REDEVELOPMENT AGENCY

By: _____
Executive Director

Approved as to form:

Successor Agency Counsel

CITY OF DALY CITY

By: _____
City Manager

Approved as to form:

City Attorney



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: SETTING TIME AND PLACE OF PUBLIC HEARING – NOTICE OF INTENT TO LIEN REAL PROPERTY

Recommended Action

Staff recommends that the City Council set June 27, 2016 as the date and time for a public hearing – Notice of Intent to Lien Real Property

Background

On June 25, 2012 the City Council entered into an agreement with the County of San Mateo to impose lien assessments on real property for unpaid Business License rental property taxes. This agreement was approved by Resolution No.12-99. Daly City Municipal Code, Chapter 5.16.050 requires that all commercial and residential real property paid a license tax based on the gross rental income collected.

Summary/Conclusion

Staff recommends that the City Council set June 27, 2016 at 7:00 p.m. as the date and time for a public hearing – Notice of Intent to Lien Real Property.

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

Respectfully submitted,

Lawrence Chiu
Director of Finance and
Administrative Services



City Council Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Public Hearing on the City's Proposed Urban Water Management Plan – 2015

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 2015 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, 2015; however, the date was extended to July 1, 2016 to allow the California Department of Water Resources in developing a comprehensive guidance document.

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 for assessing supply availability. According to the regulations, the purpose of the plan is to help local agencies "achieve conservation and efficient use" of the state's water resources.

The focus of this update incorporates new requirements added to the plan associated with use of standardized forms, electronic submittal requirements, definition of exclusively, description of significant areas not served (private wells), population density and service area, system maps, water use projections & loss, groundwater management, defining water features, asset management and overall water audit documentation of demand management measures implemented the past five years and what measures will be implemented in the future.

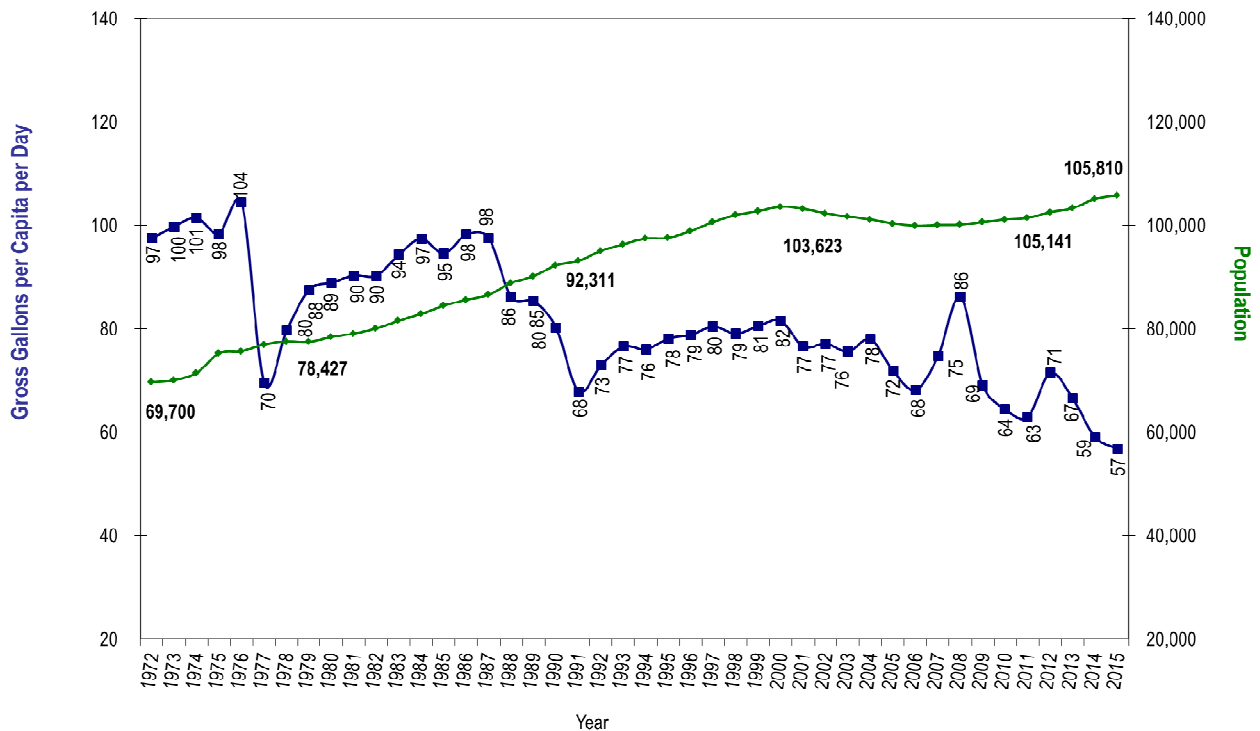
Demand Side Management Least Cost Planning Decision Support System (DSS Model)

- Provide narratives describing Daly City's water system.
- Retailers and wholesalers to address the nature and extent of each water DMM implemented over the past 5 years
- Retailers to describe the water DMM planned to be implemented to achieve its water use targets

Under consideration is a conservation program in future years, based on the results of a modeling effort conducted originally in 2009 by the San Francisco Public Utilities Commission and updated in 2013 by the Bay Area Water Supply & Conservation Agency (BAWSCA) on behalf of its 26 member agencies. The model evaluated the cost effectiveness of 25 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 2040.

Also of note is the awareness that the San Francisco Public Utilities Commission's unilateral decision to limit regional supply through 2018, that 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, the past two years have water usage lower than observed during California's current severe drought. The ability to see continued water conservation savings becomes increasingly harder.

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



Fiscal Impact of Continued Conservation Programs

BAWSCA's Water Conservation Implementation Plan provided an updated DSS Model from 2013, which presented projections and demands from 2013-2040 and narrowed down the conservation measures analyzed from 32 (as presented in the City's 2010 UWMP) to 25 measures. The 25 measures were grouped in to Programs A, B, and C; BAWSCA's member agencies selected which program would be most beneficial. The programs provided a range in savings if the selected conservation measures for each program were implemented in parallel. The City selected Program B's conservation measures to implement.

The DSS Model presented the overall present value of water savings for the City with Program B with the plumbing code was estimated to be about \$5.5 million and the present value (2013) of utility costs was estimated to be about \$3.2 million. Cost/Benefit ratios are viewed values rated at 1.0 and above is considered cost effective. Ratings below 1.0 are considered not cost effective. The water utility benefit to cost ratio was 1.74 and the community benefit to cost ratio was 1.12, clearly showing that the current conservation measures being implemented are cost effective.

Daly City's "Safe Yield" for Groundwater

The City's consultant, Hydrofocus Inc, groundwater model shows 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 Interim Supply Guarantee from the San Francisco Public Utilities Commission. Currently, Daly City's demand at the end of calendar year 2015 was 5.98 million gallons per day

Long Term Resource Planning

BAWSCA initiated a study, *Regional water Demand and Conservation Projects Report* that was incorporated into BAWSCA's Long Term Reliable Water Supply Strategy (Strategy) on behalf of its member agencies including Daly City. The Strategy is proceeding in three phases. Phase I was completed in 2010 and defined the magnitude of the water supply issue and the scope of work for the Strategy. Phase II was completed in February 2015 and resulted in BAWSCA finding that "there is no longer a regional normal year supply shortfall" and "there is a regional drought year supply shortfall of up to 43 mgd." With these findings, BAWSCA presented to the member agencies allocated Tier Two purchases (with the base year of FY 2012-2013) in scenarios of a total of 129.2 mgd and 132.5 mgd of available supply. In the scenario of a total available supply of 129.2 mgd, the City would be allocated 3.29 mgd and in the scenario of a total available supply of 132.5 mgd, the City would be allocated 3.39 mgd. BAWSCA also presented SFPUC projected deliveries for three multiple dry years, with the base year of 2015 ("non-dry"). The second and third years would have the scenario of a total of 129.2 mgd of available supply.

BAWSCA is currently proceeding with Phase III of the Strategy, implementation of specific water supply management projects, based on the Strategy recommendations. BAWSCA is coordinating with its member agencies. Phase III of the Strategy will adapt for changing conditions and be managed efficiently and effectively. Due to the large the uncertainty in the Strategy results, BAWSCA is planning actions and projects aiming to increase supply reliability for member agencies. BAWSCA plans to revisit the Strategy recommendations/results annually to improve adaptability to possible new and changing conditions.

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 and, San Mateo County Environmental Health 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: Urban Water Management Plan New Requirements

Below is the 2015 Urban Water Management Plan New Requirements

1. Two types of changes to UWMP requirements:
 - a. Changes to the California Water Code. Assembly Bill 2067; 2014 and 2409; 2010, SB 1420 and 1036; 2014
 - b. Changes that the Department of Water Resources (DWR) is making to the 2015 UWMP Guidebook. Finalized March 2016
2. Submittal Date. Requires each urban water supplier to submit its 2015 plan to the Department of Water Resources by July 1, 2016
3. Standardized forms. Changes in required tables and new tables added. Requires the plan, or amendments to the plan, to include any standardized forms, tables, or displays specified by the department.
4. Online submittal tool. Requires the plan, or amendments to the plan, to be submitted electronically to the department.
5. Definition of exclusively, primarily, or both wholesale and retail water supplier.
6. Description of significant areas not served (private wells).
7. Use the AWWA water loss reporting form. Data validity grading required. Requires a plan to quantify and report on distribution system water loss.
8. Voluntary reporting of water savings due to codes and standards. Provides for water use projections to display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans, when that information is available and applicable to an urban water supplier.
9. Voluntary reporting of energy intensity. Provides for an urban water supplier to include certain energy related information, including, but not limited to, an estimate of the amount of energy used to extract or divert water supplies.
10. Defining Water Features. Requires urban water suppliers to analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains (water use prohibitions), separately from swimming pools and spas.
11. Provide CUWCC BMP report or narrative descriptions of specific demand management measures. Requires water suppliers to provide narratives describing their water demand management measures, as provided. Requires retail water suppliers to address the nature and extent of each water demand management measure implemented over the past 5 years and describe the water demand management measures that the supplier plans to implement to achieve its water use targets.
12. Climate Change Vulnerability Assessment.
13. Increased guidance on groundwater supply description, including SGMA implementation.
14. Changes to water shortage contingency planning requirements. Wholesalers must describe asset management and wholesaler measures.



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Public Hearing for Appeal of the Findings and Order of the Administrative Hearing Board for 125 Shakespeare Street (APN 003-031-010) Roy & Monalin O. Arneson, Property Owners

Recommended Action

Affirm the Administrative Hearing Board Order issued to Roy and Monalin O. Arneson (property owner) to abate violations relative to the property at 125 Shakespeare Street.

Background

This matter involves a Code Enforcement action related to construction activities without benefit of a building permit within a residence at 125 Shakespeare Street, and a determination of violation and order to abate by the Administrative Hearing Board on March 24, 2016 (Exhibit A). On March 31, 2016, the property owner filed an Appeal to the City Council of the Findings and Order of the Administrative Hearing Board (Exhibit B).

The illegal construction activity consists of a two-story addition built at the back of the residence. A review of city building records revealed that there was no record of permits issued for the cited construction. Mr. Arneson acknowledged that he constructed the addition without a city permit.

Plans were submitted in May 2007 addressing the code violations, and a building permit was issued in August 2009 to legalize a one-story addition and remodel per the approved plans. The building permit expired and was renewed several times; however, the violation was never abated. On January 3, 2014, the matter was forwarded to Code Enforcement. The property owner then obtained three consecutive building permits to remove the unpermitted two-story addition and restore the property to its original configuration. Each building permit was renewed and/or extended several times, but the violation was never abated.

A Notice of Violation was subsequently recorded with San Mateo County Recorder's Office to prevent the sale or transfer of ownership of the property without addressing the violations. The Board Order issued to the property owner is based on violations of the Daly City Municipal Code Chapter 15 and the California Residential Code R105.1 Construction without Permit.

Discussion

The subject property is a single family residence located in an R-1 zone. Beginning in 2007, and specifically over the last two years, Mr. and Mrs. Arneson were afforded every opportunity to correct the cited violations but failed to bring the property into compliance.

City Council Agenda Report

Appeal of the Findings and Order of the Administrative Hearing Board for 125 Shakespeare St.

(APN 003-031-010) Roy & Monalin O. Arneson, Property Owner

Meeting Date: May 23, 2016

Page 2 of 2

The Board, at their March 24, 2016 hearing, found the property to have potential life and safety issues involved with the unpermitted construction such as low ceilings (less than 7 feet in height), rooms without windows for natural light and ventilation, individual plug-in electric heaters that do not meet energy code, stairs to the unpermitted construction that do not meet the 36" width requirements with missing handrails, and the engineered slope in the rear yard has been excavated without a soils engineer report to determine if the excavation is safe.

The Board ordered the property owner to 1) complete all work associated with the current building permit (CODE-7-15-46040) before its expiration date of March 29, 2016; 2) remit all outstanding administrative fees, however, the hearing fee of \$4,085.00 will not be assessed if the building permit is finalized by the city building inspector before it expires on March 29, 2016; 3) remit all outstanding administrative fees including the \$4,085.00 hearing fee in the event that the violation is not abated before the current building permit expires on March 29, 2016; 4) be assessed penalty fines in the amount of \$500.00 a day for each day the violation continues to be present, up to maximum amount of \$10,000.00 upon failure to adhere to any stated timeline in the Order of the Administrative Hearing Board.

This matter involved City staff expending a considerable amount of time and effort to have the property owners voluntarily abate the cited violations. The administrative fees assessed are for cost recovery of staff's time. These fees are assessed to those properties that do not correct cited code violations in a timely manner. No penalty fines have been assessed, as the property owners have appealed the Administrative Board Order and the code enforcement action is in abeyance pending the outcome of the appeal.

Summary/Conclusion

Staff recommends that the City Council affirm the Administrative Hearing Board Order issued to Roy and Monalin O. Arneson for 125 Shakespeare Street.

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

Respectfully submitted,



Kathy Campbell
Code Enforcement



Tatum Mothershead
Director of Economic & Community Development

Attachment: Exhibit A – Findings and Order of the Administrative Hearing Board issued March 24, 2016
Exhibit B – Appeal to the City Council filed March 31, 2016

**FINDINGS AND ORDER OF THE
DALY CITY ADMINISTRATIVE HEARING BOARD**

SUBJECT PROPERTY: 125 SHAKESPEARE STREET, DALY CITY, CA 94014-1079
APN 003-031-010

PROPERTY OWNER(S): ROY & MONALIN ARNESEN

HEARING HELD ON MARCH 24, 2016

FINDINGS

WHEREAS, the Code Enforcement Division referred this matter to the Administrative Hearing Board pursuant to section 8.16.070, *et seq.*, of the Daly City Municipal Code; **and,**

WHEREAS, the Board determined that the property owner(s) received proper notice and documentation by staff of the violations and required abatement action; **and,**

WHEREAS, the Board reviewed evidence, testimony of staff and the staff report pertaining to the subject property's current violations; **and,**

WHEREAS, Roy and Monalin Arnesen (property owner), appeared and provided testimony; **and**

WHEREAS, one or more Municipal Code violations defined as a public nuisance, pursuant to section 8.16.030 *et seq.*, are now present and remain unabated after the timeline established for abatement in the staff notice of violation; **and,**

WHEREAS, the property is a public nuisance pursuant to Municipal Code Section 8.16.030, due to violations of the uniform codes as adopted by Daly City, and Chapter 15 of the Daly City Municipal Code, including construction without permit; **and,**

WHEREAS, pursuant to Daly City Municipal Code section 8.16.150, if this Board determines that a violation occurred which was not corrected within the time period specified in the staff notification of nuisance, the Board shall issue an administrative order which imposes any or all of the following:

- A. An order to correct, including a schedule for correction when appropriate;
- B. Administrative Penalties as provided in section 8.16.160 of the Daly City Municipal Code.
- C. Administrative costs as provided in section 8.16.160 of the Daly City Municipal Code.

ORDER

NOW THEREFORE, HAVING DETERMINED THE PRESENCE OF A PUBLIC NUISANCE AT 125 SHAKESPEARE STREET, THE BOARD HEREBY ORDERS ABATEMENT OF THE VIOLATIONS, AND ASSESSMENT OF ADMINISTRATIVE COSTS AND PENALTIES AS FOLLOWS:

- 1) The property owners shall complete all work associated with the current building permit CODE-7-15-46040 to the satisfaction of the Code Enforcement Division including having the work inspected and finalized by the city building inspector before the permit expires on March 29, 2016.
- 2) The property owners are assessed \$135.00 in code enforcement fees. The Administrative Board Hearing fee of \$4,085.00 will not be assessed if CODE-7-15-46040 is finalized by the city building inspector before the permit expires on March 29, 2016.
- 3) In the event the violation is not abated before the current building permit expires on March 29, 2016, the property owners shall be assessed both a \$135.00 enforcement fee and a \$4,085.00 administrative fee (to cover costs associated with presenting this case to the Board) and make full payment to the City at the time of permit application.
- 4) Upon failure to adhere to any stated timeline in the Order of the Administrative Hearing Board, the owners shall be assessed \$500.00 a day for each day a violation continues to be present, up to the maximum amount of \$10,000.00.
- 5) The Notice of Violation shall remain on the title of the subject property to prevent sale or transfer of ownership without addressing the violations. To remove the NOV, all violations shall be abated, inspected, and the permit finalized by a City inspector.
- 6) In the event that the property owners do not comply with this order and pay all associated fees and fines, all cost due to the City shall be secured through a lien recorded on the subject property with the County Recorder which may carry additional charges as set forth by resolution of the City Council.

LEGAL ADMONISHMENT

NOTICE is given to the property owner(s) and others holding an interest in the subject property that:

- 1) Failure to abate the violations and complete other requirements as enumerated may result in the imposition of other legal and criminal action, as well as the vacating of the subject property until all required work is completed, and/ or the abatement of such violations by City forces at the expense of the owner(s).
- 2) Upon entry of a second or subsequent finding within a two-year period that a condition of property constitutes a public nuisance under Section 8.16.030 of the Daly City Municipal Code, the owner(s) may be liable for treble the costs of abatement.

APPEAL RIGHTS

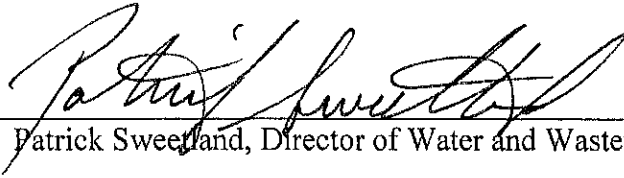
Pursuant to Daly City Municipal Code section 8.16.300, the owner(s) of the subject property or a business owner receiving an administrative order from this Board may appeal such order only if the owner attended the hearing. To exercise this appeal right the owner must file a written appeal request with the City Clerk within ten (10) days of the date of service of the administrative order, with a non-refundable filing fee of \$100 included with the request. The City Clerk will normally set the hearing date within 10-30 days. You should contact the City Clerk for specific information about this process and the required information you must supply in the request.

Administrative Order for 125 Shakespeare St. (Code Case-1-14-1970) – Roy & Monalin Arnesen, Owners

March 24, 2016

Page 3 of 3

AFFIRMED BY:



Patrick Sweetland, Director of Water and Wastewater Resources Department

HEARING BOARD CHAIR ON:

3/25/

, 2016

FOR OFFICE USE

DATE OF SERVICE 3/25/16 METHOD OF SERVICE: ☒ 1st class mail ☒ Cert. Mail ☐ Pers. Svc.

BY Michelle Criskey TITLE Office Asst.

COMMENTS: Administrative Hearing Board – 3/24/2016 – 125 Shakespeare St. – Case-1-14-1970

CITY CLERK'S OFFICE



APPEAL TO THE CITY COUNCIL

FROM THE FINDINGS AND ORDER OF THE
ADMINISTRATIVE HEARING BOARD

Directions: To correctly file an appeal from the Order of the Administrative Hearing Board, Please complete this form and include a \$100.00 non-refundable filing fee. Forms returned without the fee are considered incomplete and may not be processed. It is the responsibility of the appellant to return the completed appeal and filing fee to the City Clerk within 10 days from the date of Service of the Order, to assure the appeal is processed in a timely manner.

APPELLANT'S NAME: Roy & Monahin Amerson

RESIDENCE: 125 Shakespeare St., Daly City, CA 94014

PHONE NUMBER (S): (H) 650-731-8208 (W) 650-580-3025

E-MAIL ADDRESS: roy@ahdsf.com

PROPERTY IN QUESTION: 125 Shakespeare St., Daly City, CA 94014

DATE OF ADMINISTRATIVE HEARING: March 24, 2016

SUMMARIZE YOUR REASONS FOR THE APPEAL:

As of this date, we have completed 99% of the abatement process. We will have completed the remaining 1% by 5:00 p.m., Friday, April 1, 2016.

Dated: March 31, 2016

Ryan Amerson
AA Amerson
(Appellant's signature)

CITY CLERK'S OFFICE:

Received by: K. Annette Hipona
(Signature)

3-31-16
(Date)

RECEIVED

2016 MAR 31 AM 11:41

CITY OF DALY CITY
CITY CLERK

NOTE: AN APPEAL HEARING BEFORE THE CITY COUNCIL WILL BE SCHEDULED AS SOON AS PRACTICABLE. YOU WILL BE NOTIFIED.



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Proposed Agreement with the County of San Mateo to Assume Responsibility for Providing Police 9-1-1 Dispatch Services for the City of Daly City through a Five-Year Contract

RECOMMENDATION:

It is recommended that the City Council approve the attached Draft Agreement Between the County of San Mateo and the City of Daly City (AGREEMENT) to provide Police 9-1-1 Dispatch Services and authorize the City Manager to execute the Final AGREEMENT to proceed with the transition of service delivery to the County.

BACKGROUND/DISCUSSION:

At the regular meeting of February 22, 2016, staff presented to the City Council a Draft Proposal from the County of San Mateo to assume responsibility for providing police 9-1-1 dispatch services to the City through a five-year contract. The City Council directed the staff to work with the County and develop an actual Draft Agreement, including all terms, conditions and costs for the proposed services, for review and consideration in a Study Session. As directed, attached is the Draft AGREEMENT (Attachment A) developed in consultation with County representatives for the Council's review and consideration.

As detailed in February 22nd discussion on this topic, the City has examined the potential for consolidating police dispatch with other public agencies that provide similar services as a means to achieve a greater economy of scale that would result in enhanced services to benefit the public, increase efficiency and effectiveness, reduce costs, and forego the need to invest significant budgetary resources in technology upgrades required to maintain state-of-the-art police dispatch services. Daly City Police Department costs for civilian police dispatch services is among the single most expensive operations in the department, aside from sworn police personnel.

For a number of years consolidated public safety dispatch, both fire and police, has increasingly become a best practice among cities and counties across the nation. The economies of scale and the escalating need to invest in expensive technology for improved dispatch services has provided the impetus for many cities of Daly City's population to join with other public agencies to consolidate dispatch services with their respective counties, producing very positive results. In San Mateo County, the cities of East Palo Alto, Half Moon Bay, Woodside, Portola Valley, San Carlos, Millbrae, and Broadmoor Village, as well as the San Mateo County Sheriff's Department, all currently utilize the services provided by County of San Mateo Public Safety Communications (PSC). The public safety communications services offered by PSC have a proven track record of success throughout the Peninsula, including Daly City, for fire, emergency medical service and law enforcement dispatch.

City Council Agenda Report

Subject: Proposed Agreement with the County of San Mateo to Assume Responsibility for Providing Police 9-1-1 Dispatch Services for the City of Daly City through a Five-Year Contract

Meeting Date: May 23, 2016

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The County has provided dispatch services for Daly City fire and emergency medical services for the past nineteen years with documented success. When a Daly City resident places a 9-1-1 call for a fire or medical emergency, a Daly City dispatcher currently answers the call and subsequently transfers it to San Mateo County PSC to dispatch fire and medical responders from North County Fire Authority, or the closest available personnel, to address the emergency. The PSC dispatch system for fire and medical emergencies has worked seamlessly for ALL cities in San Mateo County for nearly two decades, since the paramedic program was implemented in the County.

Benefits to Consolidated Dispatch

The overarching objective in exploring an alternative service delivery model for police dispatch has been to insure that we continue to provide the public with the highest quality police 9-1-1 services available. Equally important is that we are able to enhance our services to the public with increased efficiency, cost effectiveness, and state-of-the-art technology improvements. The AGREEMENT offered by County PSC offers all of these benefits at less cost to the taxpayers than the City can afford to provide.

Co-locating police dispatch with fire at the County's dispatch center is a very real benefit to the public and our public safety departments. It will allow for a single call for fire or police response to be received instantaneously. Dedicated police and fire dispatchers at PSC are trained to handle multiple emergencies. The dispatch staffing capacity offered by the PSC far exceeds what is available in Daly City's dispatch center. Currently, the DCPD communications center is understaffed due to budgetary constraints. Operational requirements for the DCPD dispatch center have resulted in significant use of overtime to backfill vacancies due to illness and vacation. This approach is no longer sustainable. The County AGREEMENT offers a fully staffed dispatch operation, irrespective of vacations, sick leave, or absences associated with training. This results in sustainable, high quality public safety dispatch services for the public as well as an enhanced work environment for dispatch personnel. And, the public will experience absolutely no change(s) in their individual customer service experience when calling 9-1-1.

State-of-the-Art Communications Center

One of the primary improvements and service enhancements that will be available to Daly City dispatch personnel and the public under the proposed AGREEMENT with County PSC, is the ability to have access to a state-of-the-art communications center. A new \$46M facility is being constructed with County Measure A sales tax funds. Daly City would benefit from this dedicated project funding. It is completely unrealistic to believe that Daly City could ever afford to construct a new state-of-the-art facility like this, now or in the future. The technology upgrades alone that will be a part of this new PSC facility are well in excess of the improvements envisioned for potential DCPD upgrading. The progressive technical infrastructure to be included in the facility will be Next Generation 9-1-1 technology. These include a fully integrated IP-based 9-1-1 network which will transport data from the public to the PSC via text messaging, photos, videos, and other media. It will have the enhanced capability to plot the location of wireless callers, improve

City Council Agenda Report

Subject: Proposed Agreement with the County of San Mateo to Assume Responsibility for Providing Police 9-1-1 Dispatch Services for the City of Daly City through a Five-Year Contract

Meeting Date: May 23, 2016

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interoperability between emergency response agencies during large scale incidents, and create more reliable system redundancy. The new facility will allow our residents to benefit significantly from the enhanced resources available at no additional cost, along with providing our public safety dispatchers with a greatly improved work environment than we are able to provide. The target date for the completion of the new PSC center is October 2017.

Dispatch Personnel

The AGREEMENT offers current Daly City police dispatch personnel employment with the County of San Mateo assuming that they meet the following criteria: pass a background check; demonstrate satisfactory performance during their tenure with Daly City; and successfully complete PSC training program. The compensation and benefits package offered by San Mateo County is far in excess of that offered by Daly City. All current staff who may choose to apply with the County will receive an automatic increase in compensation of approximately 20%. Although the County's retirement benefits are different than Daly City's because the County has its own pension plan and is not part of CalPERS, the County's plan has reciprocity with CalPERS. This means that at retirement an employee with years in both plans will receive combined benefits. There is no loss in benefits. Additionally, the County offers dispatch personnel far more opportunities for training and specialty assignments such as fire, SWAT, Gang Task Force, Special Events, Academy instructor, among others, for career advancement.

FISCAL IMPACT:

As outlined in the AGREEMENT, the County proposes a five-year contract totaling \$7,088,000. The City will pay fees annually for police dispatch services as detailed in Section 3 of the AGREEMENT. Based on the City's annual cost for dispatch operations, currently \$1,891,424, this results in escalating savings over the five-year contract as follows:

FY2017	FY2018	FY2019	FY2020	FY2021	5-Year Total
\$389,999	\$407,528	\$411,637	\$528,790	\$681,658	\$2,419,612

As noted in the attached AGREEMENT, the Base Fee for services is set for the first five fiscal years. A two percent (2%) cost of living increase is included in years three through five. The total fees are based on projected total cost recovery for the County in return for the services rendered.

Staff will provide more detailed cost analysis and respond to questions regarding the fiscal impacts outlined above during the Study Session.

SUMMARY/CONCLUSION:

The AGREEMENT provided by San Mateo County to assume responsibility for police dispatch services on behalf of the City of Daly City for a five-year period offers the potential for greatly enhanced services to the residents of Daly City with no negative impacts on police response time, increased efficiency and cost effectiveness through the economies of scale achieved being part of a

City Council Agenda Report

Subject: Proposed Agreement with the County of San Mateo to Assume Responsibility for Providing Police 9-1-1 Dispatch Services for the City of Daly City through a Five-Year Contract

Meeting Date: May 23, 2016

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larger operation, and the prospect of being part of a state-of-the-art communications facility that offers technology improvements at a fraction of the cost that the City would otherwise have to invest scarce resources.

The proposed services offer a win-win for the City of Daly City, our residents, and the Police Department. The proposed AGREEMENT offers a high quality, sustainable police dispatch operation that cannot otherwise be achieved given the scarce budget resources available and competing needs both in the Police Department and throughout the City.

Staff will be available to provide any additional information desired by the Mayor and Council. Additionally, representatives of San Mateo County will be present to address any details concerning their AGREEMENT.

It is recommended that the City Council approve the attached Draft AGREEMENT Between the County of San Mateo and the City of Daly City to contract for Police 9-1-1 Dispatch Services and authorize the City Manager to execute the Final AGREEMENT to proceed with the transition of service delivery to the County.

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

Respectfully submitted,



Patricia E. Martel
City Manager



Manuel Martinez
Police Chief

Attachment

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF DALY CITY**

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between the **COUNTY OF SAN MATEO**, hereafter called "COUNTY," and the **CITY OF DALY CITY** hereafter called "CITY";

WITNESSETH:

WHEREAS, pursuant to Government Code §§ 51300 *et seq.*, COUNTY and CITY may contract for the performance of CITY functions by the appropriate officers and employees of COUNTY; and

WHEREAS, CITY desires that COUNTY provide public safety dispatch services as hereafter set forth, for and on behalf of CITY, within the territorial limits of CITY, and COUNTY, by and through its Office of Public Safety Communications, is able and willing to perform such services,

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits.

Exhibit A, describing the services that the parties have agreed the COUNTY will provide for the CITY, as well as the fees the CITY will pay COUNTY for said services, is attached hereto and incorporated by reference herein.

2. Services to be performed by COUNTY.

In consideration of the payments set forth herein, COUNTY shall perform a defined range of Public Safety Communications (PSC) services for CITY as set forth herein and in Exhibit A.

3. Payments.

- a) The CITY will pay fees for the duration of the Agreement term in accordance with the following fee schedule:

	Year 1 FY16/17	Year 2 FY17/18	Year 3 FY18/19	Year 4 FY19/20	Year 5 FY20/21	Total 5-Year Contract
Base Fee	\$1,250,000	\$1,350,000	\$1,450,000	\$1,475,000	\$1,475,000	\$7,000,000
COLA		\$	\$29,000	\$29,500	\$29,500	\$88,000
TOTAL Fee*	\$1,250,000	\$1,350,000	\$1,479,000	\$1,504,500	\$1,504,500	\$7,088,000

* Total Fee not to exceed the Total Fee listed for each fiscal year.

- b) The Base Fee is set for the first five fiscal years (i.e., July 1 through June 30) of the Agreement term. A two percent (2%) cost of living increase (COLA) is included in years three through five. Total Fee is the combined Base Fee and COLA set forth above payable for each fiscal year. The parties agree and acknowledge that stated Total Fees are based on projected total cost recovery for COUNTY for services rendered.

- c) CITY will pay the COUNTY \$50,000 the first year for costs associated with initial set up and technology start-up of dispatch services.
- d) CITY will pay the SAN MATEO COUNTY SHERIFF'S OFFICE \$50,000 each fiscal year for warrant processing services (WPS) throughout the initial contract term. The City will pay the SAN MATEO COUNTY SHERIFF'S OFFICE an additional one-time fee of \$25,536 to convert existing warrants in year one. After the first fiscal year and conversion of the initial warrants, the fee could be increased by 2% per year based on CPI. The CITY understands that it will be required to enter an agreement with the SAN MATEO COUNTY SHERIFF'S OFFICE to provide the service and to remit payments.
- e) Should CITY require communications services above and beyond the basic console staffing (as defined in Exhibit A), COUNTY will charge CITY for said services at the actual cost, not to exceed the overtime rate of a Supervising Communications Dispatcher (\$80/per an hour). An extraordinary event is an event which requires service in excess of twenty four hours and is a service which is not covered in the basic service as described in Exhibit A.
- f) Under this Agreement, there is no direct reimbursement by CITY for COUNTY's purchase of equipment that facilitates dispatch service. However, parties agree to meet and negotiate in good faith their participation in an Equipment Replacement Fund to be developed and established by COUNTY during the Agreement Term.
- g) All technology hardware, software and licensing needed to support Public Safety Communication Services (PSC) as described in Exhibit A of this contract will be included at no cost to the CITY. Any technology, software, and/or licensing enhancements not in direct support of PSC services as described in Exhibit A will be subject to good faith negotiation of costs and costs sharing between COUNTY and CITY.
- h) Under the terms of this Agreement, COUNTY is solely responsible for salaries and benefits of its own employees. COUNTY has the capacity to hire all of the current CITY Communications Staff. As with any law enforcement position, there are requirements for a background investigation. If the CITY dispatchers successfully pass the background process, they will be hired.
- i) During the term of this Agreement, if CITY police staff increases by 5% or more, the parties agree to meet and negotiate in good faith to agree on the costs to offset the additional workload that will be incurred by COUNTY. FY15/16 staffing is 111 sworn, professional staff is 28 (not including Dispatch Staff).
- j) In the event the term of the Agreement continues beyond the term allowed pursuant to Section 4, the cost of the dispatch services shall be established by mutual agreement of the parties prior to Termination Date or Anniversary Date, provided that if the parties cannot agree on the cost of dispatch services prior to the said date, the amount for the Total Fee for dispatch services for the next fiscal year shall be increased by the current percentage index established by the Bay Area Consumer Price Index (CPI), from the previous fiscal year until the parties can reach agreement or the parties terminate the Agreement for failure to agree on a new rate.
- k) The CITY and COUNTY agree to negotiate in good faith to renew this agreement for additional periods and terms as they agree. The CITY and COUNTY may consider performance measures as described in Exhibit "A" and current CPI to determine the new rate

of dispatch services for the renewal of this Agreement.

4. Term and Termination.

The term of this Agreement ("Term") shall be from July 1, 2016 through June 30, 2021 (a five (5) year term).

This Agreement may be terminated by CITY without a requirement of good cause, effective on or before December 31st of a given year during the term of the Agreement by providing six (6) months' advance written notice to the other party.

In the event of termination, payment shall be prorated based on the rates set forth in Section 3.

5. Relationship of Parties.

Both parties agree and understand that the work/services performed by COUNTY under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of CITY or COUNTY employees will be affected by this Agreement.

6. Hold Harmless.

- A. CITY shall defend, hold harmless and indemnify COUNTY and its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of CITY, its officers and/or employees.
- B. COUNTY shall defend, hold harmless, and indemnify CITY and its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY, its officers and/or employees.
- C. In the event of concurrent negligence of COUNTY, its officers and/or employees, and CITY, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
- D. This section shall include, without limitation, any actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of, injuries to or death of any person, including CITY or COUNTY, or damage to property of any kind whatsoever and to whomsoever belonging.
- E. The duty to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

7. Assignability and Subcontracting.

Neither party may assign the benefits nor delegate the duties set forth in this Agreement.

8. Insurance.

Both parties shall maintain sufficient insurance, self-insurance, or a combination thereof, to comply with the following requirements, and, if requested, each party shall furnish the other party

with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to the County Manager's Office of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. **Workers' Compensation and Employer's Liability Insurance.** Both parties shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement. City shall remain responsible for all workers compensation claims with an injury date that is before the date of employment with the County for the entire life of the claim. The County will be responsible for Workers' Compensation claims that occur or have an injury date after the date of employment. In the event of a claim that involves both prior and current employer, parties will negotiate apportionment, with the Workers' Compensation Appeal Board being the final abutu.

9. Non-Discrimination.

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation, be denied any benefits or be subject to discrimination under this Agreement.

CITY and COUNTY shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. CITY's and COUNTY's equal employment policies shall be made available to either party upon request.

10. Retention of Records.

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to COUNTY's or CITY's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

CITY and COUNTY shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

11. Merger Clause.

This Agreement, including all exhibits attached hereto, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

12. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

13. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of COUNTY, to:

County Manager
Hall of Justice and Records
400 County Center
Redwood City, CA 94063

In the case of CITY, to:

City Manager
City of Daly City
333 90th Street
Daly City, CA 94015

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President of the Board of Supervisors

Date: _____

CITY OF DALY CITY

By: _____

Date: _____

ATTEST:

Clerk of the Board

EXHIBIT "A"
PUBLIC SAFETY COMMUNICATIONS SERVICES

In consideration of the payments set forth in the Agreement, County shall provide the following services:

I. DESCRIPTION OF PUBLIC SAFETY COMMUNICATIONS (PSC) SERVICES

A. COUNTY shall provide CITY With:

1. Telephone answering of 911 and emergency phone lines. 7-digit emergency lines are equivalent to CITY's current emergency lines consisting of (650) 991-8092 and (650) 991-1225.

Non-emergency and administrative telephone lines will be answered by City Staff. After-hours Non-emergency and administrative telephone lines will be triaged directly through the CITY Phone Tree. One of the selections will allow direct contact with PSC call takers.

2. Notifications:

- a. Notification of sworn, non-sworn and CITY staff as requested by CITY via SMC Alert System. These include but are not limited to CITY services, SWAT, Investigations and traffic investigations.
 - b. At the request of CITY, COUNTY will make notifications to government and non-government agencies. These include but are not limited to probation, parole, Child Protective Services, on call judges, Community Overcoming Relationship Abuse (CORA), transportation companies (Cabs) and on-call District Attorney's Office staff.
 - c. Notification/call-alert by activating digital notification equipment
 - d. Will make appropriate notifications to victims of stolen vehicles
3. Dispatching, including automated status keeping, and associated activity reports and inquiries.
 4. COUNTY will provide staff for initial training on Computer Aided Dispatch system for both sworn and non-sworn CITY personnel at no additional cost. Included is "Train the Trainer" for selected staff.

5. Northrup Grumman Computer Aided Dispatch (CAD) or like system Client licenses to be installed in the mobile units and installed on desktop computers. Not to exceed ninety licenses.
 6. COUNTY will provide digital recordings of radio traffic and telephone interactions going through the PSC Digital Logging System when requested by the San Mateo County District Attorney's Office.
 7. COUNTY will provide CITY with access to PSC Digital Logging System to obtain audio recordings for training and evidence.
 - a. CITY will be responsible for providing all other digital audio recordings of radio traffic and telephone interactions going through PSC Digital Logging System. These include but are not limited to requests from media, attorneys, and all California Public Records Act Requests.
 8. During the contract period, Public Safety Communications will provide the CITY with a bi-annual performance report. PSC and the CITY will determine the performance measures to be reported prior to operational transition.
- B. COUNTY shall provide CITY with the aforementioned services twenty-four (24) hours a day, three hundred sixty-five (365) days per year:
1. COUNTY is responsible for the recruitment, hiring and training of all PSC employees. The COUNTY will ensure the recruitment, hiring and training meet state mandates and the minimum standards of Police Officer Standards and Training (POST).
 2. CITY shall have direct access to all relevant computerized law enforcement data bases twenty-four (24) hours a day, three hundred sixty-five (365) days a year. COUNTY shall be responsible for accessing as well as making required data entries and removals from the following systems.
 - NLETS – National Law Enforcement Telecommunications Service
 - CLETS – California Law Enforcement Telecommunications Service
 - CJIS – Criminal Justice Information Services
 - DMV – Department of Motor Vehicles
 - SVS - Stolen Vehicle System - COUNTY will make entries and removals of repossessed or impounded vehicles.
 - AFS - Automated Firearms System – Entries and removals will be provided after CITY's normal business hours when a safety concern is identified or at the request of an on duty supervisor.
 - APS - Automated Property System- Entries and removals will be provided after CITY's normal business hours when exigent circumstances exist that require an immediate entry be made or at the request of an on duty supervisor.
 - MUPS - Missing and Unidentified Persons File

3. CORI (Criminal Offenders Records Information) or CHS (Criminal History System) access will not be available to CITY through this Agreement. This access is for the dispatch function only, not for Records and/or administrative purposes.
4. California Automated Restraining Protective Order System (CARPOS) formerly known as Domestic Violence Restraining Order System (DVROS) is offered through an agreement with the San Mateo COUNTY Sheriff's Office Records Unit.

II. RESPONSIBILITIES OF COUNTY

- A. Provide working space and facilities overhead costs at the COUNTY facility for the personnel and equipment described in this Agreement.
- B. Provide and maintain telephone equipment to accommodate the CITY's 9-1-1 and seven (7) digit emergency telephone volume.
- C. Provide and maintain radio console equipment within the Communications Center to effect radio transmissions from the Communications Center to the CITY Analog Radio system or access the COUNTY's trunked radio system on the frequencies designated as agreed upon.
- D. Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to radio and telephone incidents. All radio frequencies or telephone lines used for CITY business in the Communications Center operation (not Administrative Offices) shall be recorded.
- E. Serve as 9-1-1 PSAP (Public Safety Answering Point) and ensure that an alternative 9-1-1 site is established and lines are maintained in compliance with rules, policies, and regulations of the State of California 9-1-1 Program, should the Center's 9-1-1 system fail.
- F. The geographic file of CITY's response areas needed for CAD will be maintained by the COUNTY.
- G. Updates CLETS entries during established business hours via the automated computer system in accordance with state, local, and departmental police and in compliance with section B (2) of this exhibit.
- H. Host periodic liaison meetings that include line supervisors and/or management representatives in order to decide issues of mutual interest.
- I. Ensure that the existing CAD System accurately reflects the operations of the CITY.
- J. Provide general business numbers for designated police dispatcher and on duty dispatch supervisor that can be used by CITY personnel for official business.
- K. Responsible for Message Switch use costs associated with terminals controlled by COUNTY.

- L. Provide Business Objects Report for CAD system for tracking of false alarm calls.
- M. COUNTY will have viewing capabilities of the CITY's security surveillance system. CITY must provide COUNTY with all hardware, software, licensing and access to the system.
- N. COUNTY will have access to:
 - CITY's Radio System Automated Numerical Identification System (ANI). CITY will provide all hardware, software and licensing for the system.
 - CITY's Automatic Vehicle Location System (AVL). CITY will provide all hardware, software and licensing for the system.
- O. Provide Communications Center personnel to represent COUNTY at meetings/training, etc. at the Daly CITY Bureau's request, provided ample notice is given such that staffing in the Dispatch Center is maintained.

III. **RESPONSIBILITIES OF CITY**

- A. Arrange to have incoming business and other non-emergency calls deferred to the CITY Phone Tree.
- B. Ensure that its law enforcement contractors learn and comply with established procedures with regard to the communications operation, regardless of whether an official written document of said procedure exists or it's simply an understood practice.
- C. Maintain direct telephone lines, high speed data lines between CITY Hall and the Communications Center.
- D. Responsible for CITY Message Switch costs associated with CITY use.
- E. Seek reimbursement opportunities to offset costs associated with Dispatch services for special events e.g., Traffic Details, Avoid the 23 Impaired Driving Enforcement Program, the Olympic Club and Cow Palace.
- F. City will ensure all personnel are certified as Full Access or Less than Full Access operators.



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Use Permit UPR-10-15-11774 and Design Review DR-10-15-11775 – Hilldale School Expansion at 25, 79, and 83 Florence Street

Recommended Action

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

Planning Commission Discussion

On May 3, 2016, the Planning Commission voted 3-0 (Commissioners Satorre and Tallerico absent) to recommend the City Council approve Use Permit UPR-10-15-11774 and Design Review DR-10-15-11775. Commissioner Edelman asked the applicant about how natural light might enter the temporary recreational structure on overcast days, since there was no electricity proposed for it, and how well the structure stood up to a moist environment in terms of not having a negative visual impact to neighbors. John Sittner, the project applicant, responded that the structure would receive a translucent roof panel to allow nature light to enter and that the structure would be easier to maintain than the school's main buildings. Commissioner Sylvester asked if there was a plan to monitor and direct drop-offs to the school. Mr. Sittner responded that he hoped that people didn't park in neighbors' driveways, that the school has urged parents not to back-up uphill into Florence Street, and that instead they should back-up downhill to then use the turnaround at the top of Florence. He added that the new drop-off would help address the situation and that the school had some mechanisms it would use to encourage more drop-offs at the 79 and 83 Florence Street portion of the site.

Background

The applicant, John Sittner, requests approval to increase the enrollment of the Hilldale School from 119 to 150 students, construct a seven-space parking lot and student drop-off area on the east side of Florence Street, and construct an unconditioned, covered outdoor recreation shelter totaling 1,800 square feet for students to use during inclement weather (see Attachment A – Project Plans).

According to Planning Division records, the portion of the site located at 25 Florence Street has been used as a nursery school since the 1940s. In 1963, the City Council granted approval to expand the school to the property which encompasses both 79 and 83 Florence Street to accommodate a total enrollment of 84 students. A Condition of Approval issued at that time required that the nursery school use at 25 Florence Street be terminated upon completion of the new school. In 1965, the owner of the nursery school obtained approval to keep the portion of the school at 25 Florence Street operational, citing a lack of financing to fully place all 84 students at the 83 Florence Street portion of the project. In 1974, the City Council granted a Use Permit to "expand a private primary school," ostensibly allowing an increase of enrollment at the school from 84 students to 119 students, but requiring any increase in enrollment to cease the use of 25 Florence Street as a nursery school. A subsequent request for a Use Permit in 1983 to expand the school to a

portable classroom to be situated at the 79 Florence Street portion of the property was denied citing, among other things, the lack of parking, potential code issues, and a disorderly expansion of the school.

The site is zoned R-1 Single-Family with a General Plan Land Use designation of Residential – Low Density. Because the zoning district in which the school is located requires a use permit for private schools and there is an existing use permit applicable to the site, a use permit is necessary for the proposed project. The City Council should be aware that the use permit under consideration would replace any previous use permits applicable to the subject property.

Project Description

The proposed project consists of an increase to the maximum permitted number of enrolled students at a private elementary school presently enrolling 119 students in grades pre-kindergarten through eighth grade, i.e., “Pre-K-8.” The existing enrollment allocated at the school is as follows:

Grade	School Year			
	12-13	13-14	14-15	15-16
Pre-K	15	15	15	13
Kindergarten	17	18	18	18
First	17	17	17	16
Second	16	17	16	18
Third	10	16	16	13
Fourth	6	9	13	16
Fifth	6	6	6	13
Sixth	7	5	5	4
Seventh	6	5	5	4
Eighth	1	5	5	3
Total	101	113	116	118

Presently, the school consists of three buildings at 25 Florence Street, 79 Florence Street, and 83 Florence Street, situated on two properties. These building are approximately 2,200, 3,500, and 2,200 square feet each, respectively. The buildings at 79 Florence and 83 Florence are adjacent to each other on one parcel near the intersection of Thiers and Florence, while the third building at 25 Florence is situated on the third parcel more northerly on Florence, approaching the entrance to the Point Pacific neighborhood. Vehicular access and parking for the buildings at 79 Florence and 83 Florence is provided in the public right-of-way south of 83 Florence and in the two-car driveway of 79 Florence. Additionally, the building at 25 Florence Street provides informal parking for three vehicles, although egress from these spaces requires vehicles to back into Florence Street, which is suboptimal given the driveway location at the base of the Pointe Pacific egress driveway.

As indicated in the project site plan, the applicant is proposing a vehicular drop-off and parking area in what is presently a vegetated area adjacent to the street frontage of 25 Florence. The drop-off would provide one-way vehicular access to seven parking spaces, including one accessible space. The building at 25 Florence that would most directly be served by the drop-off is currently used for three classrooms containing the 5th through 8th grades, providing classroom space for up to 30 students, although only 24 students currently occupy the space.

The existing building at 79 Florence is used for the school office, a computer lab, a pre-kindergarten classroom, and fourth grade, while the building at 83 Florence is used for the first through third-grade classrooms. Access and parking to these buildings would remain unchanged, although the applicant is currently undertaking improvements which do not increase floor area to the building at 79 Florence to provide a teacher's lounge.

In addition to the enrollment increase, the applicant is requesting permission to install an approximately 1,800 square foot covered outdoor recreation shelter for enrolled students to use in inclement weather. This structure would be located on the existing paved basketball area on the east side of the property as indicated in the project site plan, and would be used for basketball, volleyball, a stage, and play area, the same uses which presently occur at this location. As indicated in the project plans, the structure would measure 30 feet wide, 60 feet long, and 19 feet tall. To help conceptualize the design qualities of the structure, the applicant has provided informational material from the structure manufacturer (see Attachment C – Sprung Structure Design Specifications).

Use Permit

As indicated previously, private schools in the R-1 Single Family Residential District require a use permit, as do any physical or capacity expansions related to them. Given that the existing school provides only two recognized parking spaces and much of the student drop-off and faculty parking occurs at the Florence Street right-of-way or unimproved right-of-way south the 83 Florence, staff was initially apprehensive about the proposal.

The Zoning Ordinance requires parking at private schools to be one space for each employee, plus one space for every ten children. According to the applicant, the school has 14 full time and two full-time equivalent employees (16 total employees). At the proposed full enrollment (150 students), the applicant anticipates two new teachers and one new full-time equivalent employee (19 total employees). Based on the current enrollment and teacher census, the current parking requirement for the school is 28 spaces. Under the proposed enrollment and teacher census, the school would normally be required to provide 34 parking spaces.

Although the proposed student enrollment increase would result in the need for six additional parking spaces, the applicant is proposing construction of a drop-off and parking area that would provide seven additional spaces, including one accessible space. The City Council should note that the proposed improvement is located in what is presently City right-of-way and the applicant would need to apply to the City Council for a vacation of this right-of-way.

Given the current lack of adequate parking, the school buildings are considered non-conforming to the Zoning Ordinance. The Zoning Ordinance typically allows modifications to non-conforming buildings if no structural alterations are made, if the modification does not increase the degree of non-conformity. Since the applicant has proposed providing parking that would accommodate the additional student and teacher population proposed, the expansion of the school capacity by 31 students is permissible.

According to the applicant, the proposed improvements, including the proposed outdoor recreation shelter, would help implement a long-term plan for the school to demolish existing school buildings

and replace them with modern parking-compliant facilities, perhaps on adjacent properties, thereby evolving the school into a more modern environment, removed from the street. There is however no guarantee that the proposed expansion would directly result in these future improvements.

While staff was initially not inclined to support the expansion request, the associated drop-off and parking area aspect of the proposal does have the merits of providing improved traffic safety at the school by allowing for an off-street student drop-off area, eliminating a condition where cars back out into Florence Street from the 25 Florence Street driveway, and the provision of an accessible parking space for staff or students possessing disable-person placards or license plates.

Staff is therefore recommending approval of the student capacity expansion subject to the following Conditions of Approval:

1. No increase in school enrollment shall occur until the applicant has constructed and the Planning Division has accepted the approved drop-off and parking area.
2. The school enrollment shall be not exceed 150 students and 17 full-time equivalent faculty until the conclusion of the school year ending ten years from date of the Planning Division has accepted the approved drop-off and parking area. The enrollment shall thereafter be reduced to 119 students and 16 full-time equivalent faculty. Should the applicant desire to extend this time period at the conclusion of the ten-year timeframe, he shall apply for a new use permit to do so and he shall demonstrate his efforts toward completing improvements to demolish existing school buildings and replace them with modern parking-compliant facilities.
3. Prior to Planning Division acceptance of the approved drop-off and parking area, the applicant shall complete code-compliant improvements to the pedestrian connection between the 25 Florence Street portion of the property and main school classrooms at 79 and 83 Florence Street. Children dropped off at 25 Florence Street who are not attending class at 25 Florence Street shall be directed to utilize these improved pedestrian facilities.
4. The applicant shall develop a landscape plan for the drop-off and parking area, as well the site perimeter adjacent to existing residential uses to the west. The landscape plan at the residential perimeter shall reflect the installation of irrigated 24-inch box specimen Monterey Cypress or other non-deciduous screen tree native to California planted at 20-foot intervals.

In addition to the above Conditions of Approval which relate specifically to proposed enrollment increase, the City Council may wish to consider additional Conditions of Approval which relate to the overall operation of the school. These could include limiting playground hours, restricting the use of exterior bells or mechanical means to communicate to students, or other measures intended to make the school a better neighbor to the existing residents it surrounds.

Architectural Design

The proposed temporary structure previously discussed is an aluminum frame building with a synthetic exterior membrane, similar to a large tent. As proposed, the structure would occupy an existing blacktop area, which would be undisturbed.

With regard to the temporary structure, staff has communicated to the applicant the Planning Division policy that new permanent buildings be situated on foundations and constructed to a permanent aesthetic standard. While staff does not typically recommend approval of temporary structures, simply because there is no way to guarantee they will be removed within a specified timeframe, the allowance of such a structure may be appropriate at the subject location given the temporary allowance of student enrollment recommended for approval.

Staff is therefore recommending approval of the temporary structure subject to the following Conditions of Approval:

1. The temporary structure may be maintained at the site until the conclusion of the school year ending ten years from date of this approval, unless required to be removed earlier by other Department or Divisions.
2. The temporary structure shall be not be used for any purpose other than recreational or special event (e.g., graduation) activities. The structure shall have no electricity or plumbing associated with it and shall receive and the applicant shall continuously hold all necessary permits from the Building Division and/or Fire Department for it.
3. The structure membrane shall be earthtone in color and this color shall be approved by the Planning Division.

Also, the applicant has developed no specific design detail for the retaining wall proposed at the proposed drop-off area, which appears to exceed 15 feet in some locations. Staff is therefore recommending a Condition of Approval requiring that the applicant develop an attractive design scheme for the wall that incorporates split face block, colored concrete, or other attractive material, together with landscape vine plantings, .e.g. cats claw, at the wall top to further reduce the wall's massive appearance.

Fiscal Analysis and Impacts

The proposed project would add an incremental demand for City services. Prior to full project implementation, which may include various improvements to the site, the project applicant will be required to pay building permit, plan check, and AB 1600 fees to the City.

Environmental Assessment

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, (State CEQA Guidelines) Section 15332 – In-fill Development. Section 15332 makes specific findings that must be made in order to qualify for this exemption.

Findings

The Planning Commission has found that, as conditioned, the approval of UPR-10-15-11774 and Design Review DR-10-15-11775 would be in compliance with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed project will not be detrimental to the health, safety,

morals, comfort and general welfare of persons residing in or working in the neighborhood, or be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the City. These findings are based on the following facts:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council will conduct a public hearing on May 23, 2016; notice of said hearing was published in a newspaper of general circulation on May 13, 2016, posting and first class mailing to property owners within 300 feet;
2. The proposed project complies with applicable provisions of the Title 17 (Zoning) of The Daly City Municipal Code, include Chapter 17.20 – R-1 Light Commercial District, Chapter 17.44 – Use Permits, Chapter 17.42 – Non-Conforming Uses, and Chapter 17.45 – Design Review;
3. Although the proposed student enrollment increase would result in the need for six additional parking spaces, the applicant is proposing construction of a drop-off and parking area that would provide seven additional spaces, including one accessible space. Since the applicant has proposed providing parking that would accommodate the additional student and teacher population proposed, the expansion of the school capacity by 31 students is permissible;
4. The proposed drop-off and parking area aspect of the project provides improved traffic safety at the school by allowing for an off-street student drop-off area, eliminating a condition where cars back out into Florence Street from the 25 Florence Street driveway, and the provision of an accessible parking space for staff or students possessing disable-person placards or license plates;
5. General site considerations, including site layout, open space and topography, orientation and location of buildings, vehicular access, circulation and parking, setbacks, heights, walls, public safety and similar elements have been designed to provide a desirable environment;
6. General architectural considerations have been incorporated in order to ensure the compatibility of this development with its design concept and the character of on-site signage. These considerations include, but are not limited to, the character, scale and quality of the design, the architectural relationship with the site and other buildings, building materials, and colors;
7. General landscape considerations of Chapter 17.41, Landscaping, will be provided to ensure visual relief, to complement buildings and structures and to provide an attractive environment for the enjoyment of the public; and
8. The project will minimize the risk to existing public improvements and adjacent private property by providing controlled stormwater runoff from the site to City facilities in full compliance with Order R-2 NPDES Permit No. CAS612008 and Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.

Conditions of Approval

The Planning Commission recommends approval of Use Permit UPR-10-15-11774 and Design Review DR-10-15-11775, subject to the following conditions and Daly City General Conditions of Approval. Minor deviations from the conditions of approval may be approved by the Planning Division. Significant deviations will require review and approval by the Planning Commission and City Council.

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. The applicant shall file a Declaration of Acceptance of the Conditions of Approval with the City Clerk within thirty (30) days of City Council approval. Until said declaration is filed, the approvals of UPR-10-15-11774 and Design Review DR-10-15-11775 shall not be valid for any purpose.
2. The project shall be valid only in conjunction with detailed plans submitted with this project. Any modifications required, due to the Conditions of Approval, and minor changes to the plan, must be reviewed and approved by the Planning Division prior to the change. Major site or architectural modifications shall be treated as an amendment and shall be subject to review by the Planning Commission and City Council.
3. The approvals granted herein shall be valid for a period of one year. If building permits have not been issued within this timeframe, the applicant shall apply for a time extension.

Operational Restrictions

4. No increase in school enrollment shall occur until the applicant has constructed and the Planning Division has accepted the approved drop-off and parking area.
5. The school enrollment shall be not exceed 150 students and 17 full-time equivalent faculty until the conclusion of the school year ending ten years from date of the Planning Division has accepted the approved drop-off and parking area. The enrollment shall thereafter be reduced to 119 students and 16 full-time equivalent faculty. Should the applicant desire to extend this time period at the conclusion of the ten-year timeframe, he shall apply for a new use permit to do so and he shall demonstrate his efforts toward completing improvements to demolish existing school buildings and replace them with modern parking-compliant facilities.
6. Prior to Planning Division acceptance of the approved drop-off and parking area, the applicant shall complete code-compliant improvements to the pedestrian connection between the 25 Florence Street portion of the property and main school classrooms at 79 and 83 Florence Street. Children dropped off at 25 Florence Street who are not attending class at 25 Florence Street shall be directed to utilize these improved pedestrian facilities.

7. The temporary structure may be maintained at the site until the conclusion of the school year ending ten years from date of this approval, unless required to be removed earlier by other Department or Divisions.

Site Design

8. The applicant shall develop a landscape plan for the drop-off and parking area, as well the site perimeter adjacent to existing residential uses to the west. The landscape plan at the residential perimeter shall reflect the installation of irrigated 24-inch box specimen Monterey Cypress or other non-deciduous screen tree native to California planted at 20-foot intervals.
9. The applicant shall triple-stake all trees, including street trees, and this staking shall be subject to initial inspection by the City. Trees shall remain triple-stake through the establishment period.

Building Design

10. The temporary structure shall be not be used for any purpose other than recreational or special event (e.g., graduation) activities. The structure shall have no electricity or plumbing associated with it and shall receive and the applicant shall continuously hold all necessary permits from the Building Division and/or Fire Department for it.
11. The structure membrane shall be earthtone in color and this color shall be approved by the Planning Division.
12. The applicant shall develop an attractive design scheme for the wall that incorporates split face block, colored concrete, or other attractive material, together with landscape vine plantings, .e.g. cats claw, at the wall top to further reduce the wall's massive appearance.

B. BUILDING DIVISION

13. The applicant shall provide accessible path of travel from 25 Florence school site to 29 Florence recreation structure, or, provide an accessible parking at the 79 Florence recreation structure (CBC11B-201.1).
14. Each structure shall be provided with accessible toilets for each sex (CBC 11B-213.3).
15. The total number of toilet plumbing fixtures shall be in conformance with CPC Table 4-2.

C. ENGINEERING DIVISION

16. Plans submitted for building or grading permit shall show all existing and proposed utilities, on-site and in the street, including water, sanitary sewer, and storm drain mains.

17. The applicant shall be financially responsible for all project-related storm drainage improvements on- and off-site, as required and approved by the City Engineer in accordance with City Standards.
18. An encroachment permit is required prior to any work or underground utilities installation within the public right-of way.
19. Following new utility installation, the applicant shall replace areas of street pavement, sidewalk, curb, and gutter damaged by construction. Such repair shall be per City standard specifications.
20. All roof drainage shall be directed toward the curb gutter through pipes underneath the City sidewalk. There shall be no storm water sheet flow over the sidewalk.
21. Any new street trees shall be maintained by the building owner in perpetuity, with irrigation tied to and maintained by the private developer.
22. The applicant shall provide all legal descriptions, exhibits, utilities notification, reimbursement of public notifications, recordation and all the processing requirements for the vacation of the public right of way as approved by the City Council.
23. No public right of way shall be used in the determination of any mandatory private parking requirements.
24. The parking lot shall be designed for one-way traffic to simplify the parking stall layout movement and improve ingress/egress and line of sight onto the public street.

D. DEPARTMENT OF WATER AND WASTEWATER RESOURCES

25. There is an existing water main in the City ROW fronting the project. The water main and any appurtenances shall not be impacted by the construction

E. NORTH COUNTY FIRE AUTHORITY (FIRE DEPARTMENT)

26. The project shall comply with 2013 CFC Chapter 9 section 907 Fire Alarm and Detections systems
27. The project shall comply with 2013 CFC Chapter 8 for Interior Finish, Decorative materials and Furniture for an E occupancy
28. Fire Sprinklers are required per Municipal Code, and 2013 CFC Chapter 9 Section 903.
Note: Fire Sprinkler/Riser Underground
29. Fire system underground supply mains shall be submitted on a separate permit or in conjunction with fire sprinkler submittal. All fire service back flow devices must be

- reduced pressure principle detector assemblies (RPDA) that are on the University of Southern California (USC) approved back flow list and be NSF 61 compliant. The submission shall be submitted to the Water Department and approved by them prior to issuing of a permit.
30. Fire system underground supply mains shall be submitted on a separate permit or in conjunction with fire sprinkler submittal. All fire service back flow devices must be reduced pressure principle detector assemblies (RPDA) that are on the University of Southern California (USC) approved back flow list and be NSF 61 compliant. The submission shall be submitted to the Water Department and approved by them prior to issuing of a permit.
 31. Premises Identification - Project shall comply with 2013 CFC Chapter 5, Section 505.1 and 2 as amended by DCMC 15.32.070.
 32. The project shall comply with fire flows per 2013 CFC Appendix B for buildings with fire sprinklers and obtain a fire flow report from the local water provider showing a flow of per Table B105.1 E Occupancies
 33. Contact fire administration 650 991-8138 to request and schedule a fire safety inspection. Maintain a current yearly fire safety inspection
 34. The project shall comply with Fire Apparatus Access per 2013 CFC Chapter 5 Fire Service Features, 501.4 for Fire Apparatus Access Roads and Water supply.
 35. The project shall comply with 2013 CFC Appendix D. for fire apparatus access requirements. There shall be no framing or vertical construction until all fire service features are in place. Project shall comply with Fire Apparatus Access per 2013 CFC Chapter 5 Fire Service Features, 501.4 for Fire Apparatus Access Roads and Water supply.
 36. The project shall comply with hydrant location and spacing per 2013 CFC Appendix C
 37. The project shall comply with 2013 CFC Appendix D. for fire apparatus access requirements to within 150 feet of all portions of the building.
 38. The project shall provide and install a key box and prior to final provide key for entry to the building per 2013 CFC Chapter 5 Section 506. Application for a Know Box can be obtained at fire administration 10 Wembley Drive, Daly City.
 39. The project shall comply with 2013 CFC section 903.4 and 903.4.2 Alarms as amended by DCMC 15.32.110. – Provide a horn/strobe on the address side of the building.
 40. The project shall comply with the 2013 CFC Chapter 33 – Fire Safety During Construction and Demolition

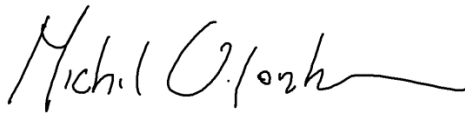
Recommendations

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

1. Adopt the Findings as outlined herein;
2. Affirm the Environmental Assessment;
3. Approve Use Permit UPR-10-15-11774 and Design Review DR-10-15-11775, subject to the Conditions of Approved outlined herein.

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

Respectfully submitted,



Michael VanLonkhuyzen
Planning Manager



Tatum Mothershead
Director of Economic and Community
Development

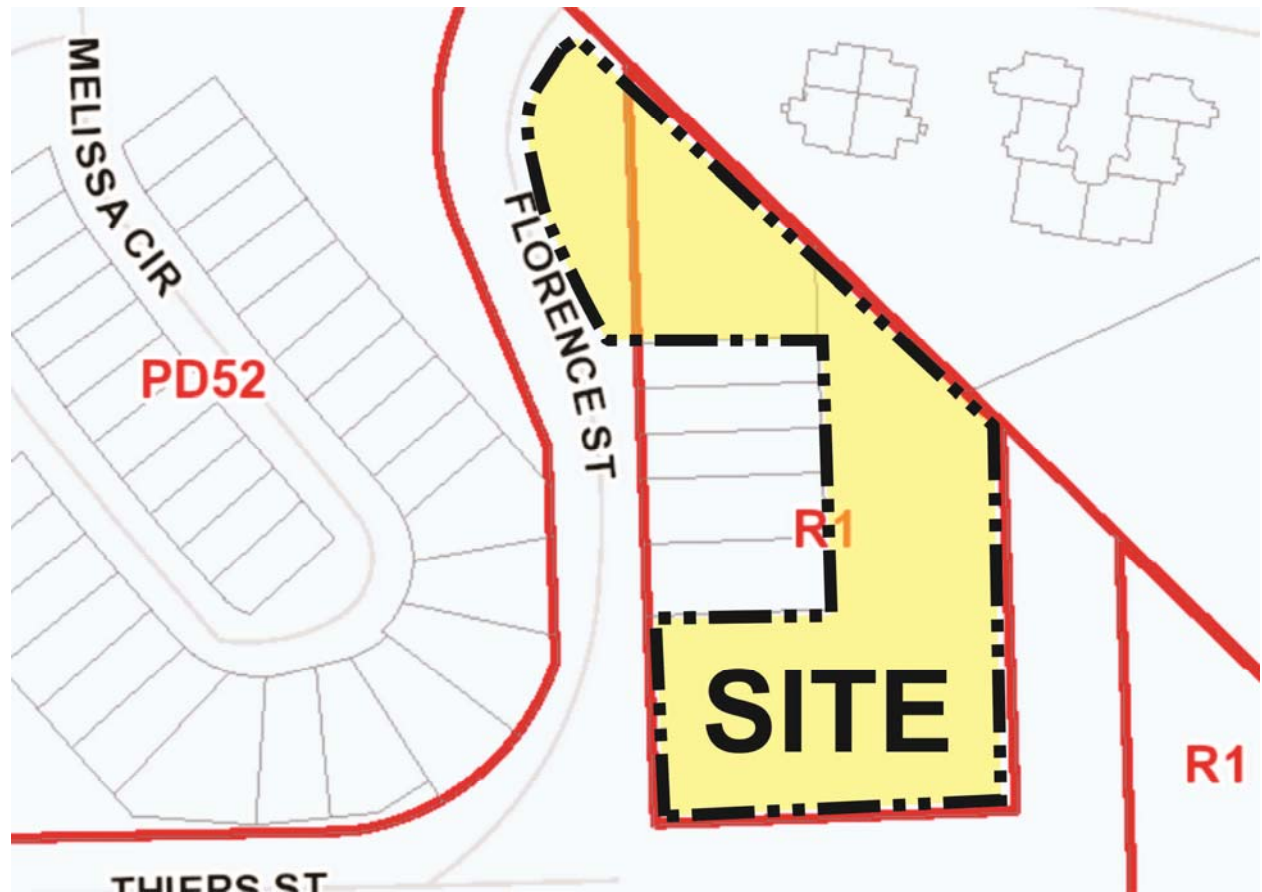
Attachments

Attachment A – Location Map

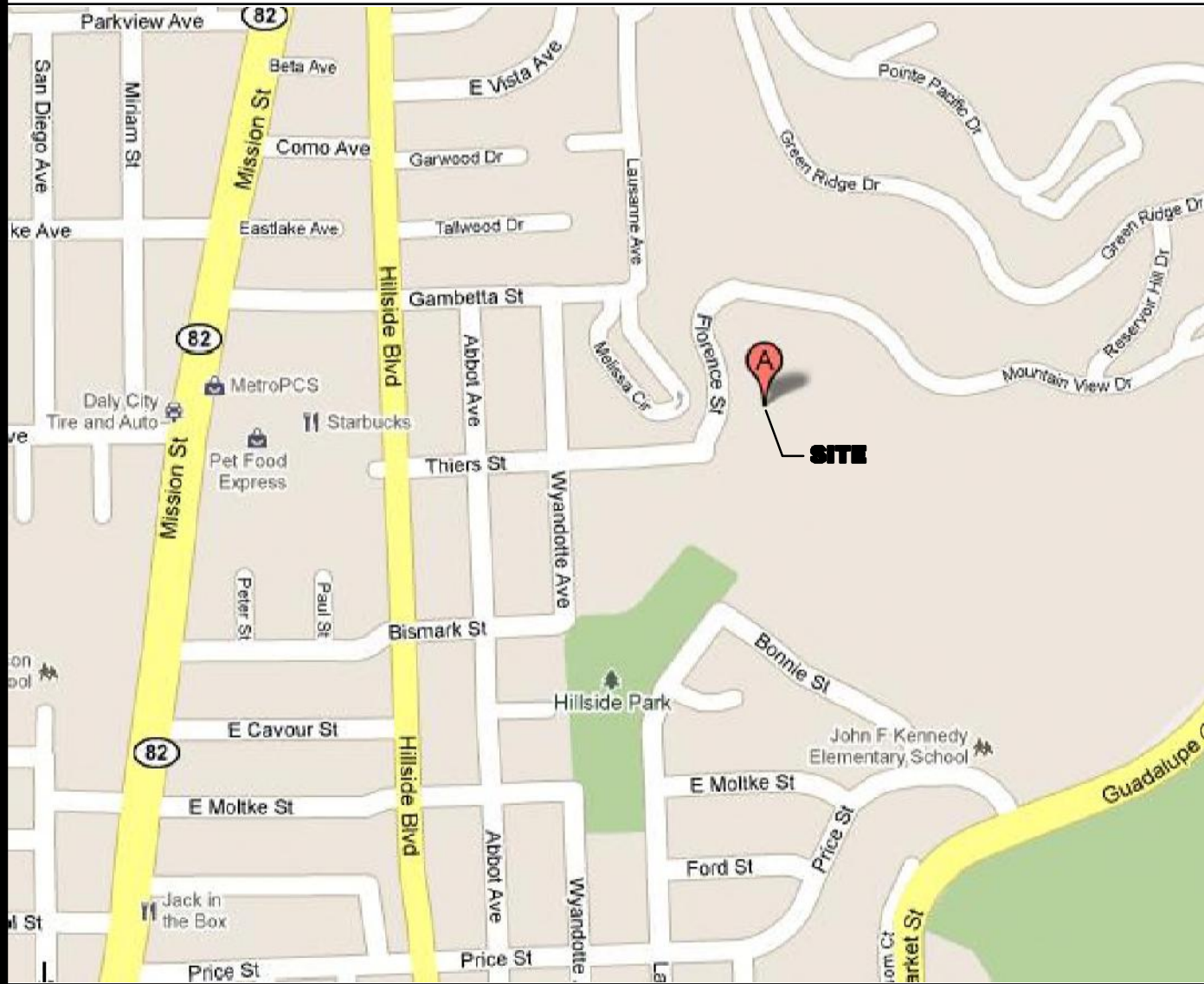
Attachment B – Project Plans

Attachment C – Sprung Structure Design Specifications

Attachment D – Letter from Magnus Chow (resident of 51 Florence Street)



USE PERMIT UPDATE
THE HILDALE SCHOOL
SITE AND PARKING CONCEPTUAL IMPROVEMENT PLANS



VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET	TITLE
C1.0	COVER SHEET
C2.0	NOTES
C3.0	TOPOGRAPHIC SURVEY
C4.0	GENERAL SITE PLAN
C5.0	CONCEPTUAL GRADING PLAN
C6.0	DRIVEWAY PROFILE, RET WALL 1 ELEVATION
C7.0	RET WALL 2, 3 AND 4 ELEVATIONS
C8.0	DETAILS
C9.0	CONCEPTUAL RECREATION STRUCTURE SITE PLAN
C10.0	STORMWATER POLLUTION PREVENTION PLAN BEST MANAGEMENT PRACTICES



EXISTING SITE PLAN
SCALE 1" = 40'

LEGEND

DESCRIPTION	PROPOSED	EXISTING
PROPERTY LINE		---
CENTERLINE		---
EASEMENT		---
FENCE		---
FIRE HYDRANT		⊕
MANHOLE		⊕
VALVE		⊕
AREA SPOT ELEVATION		x 29.50
VALLEY GUTTER		---
SANITARY SEWER	SS	SS
CLEANOUT	●	○
STORM DRAIN	SD	SD
INFILTRATION TRENCH	INF	INF
WATER		W
GAS		G
JOINT TRENCH		JT
UNDERGROUND ELECTRIC		E
TELEPHONE		T
PAVED INVERT		---
OVERHEAD WIRE		---
SWALE		---
REMOVE TREE		⊗
TREE PROTECTION FENCING		⊗

ABBREVIATIONS

AB = AGGREGATE BASE	FF = FINISH FLOOR	TC = TOP OF CURB
ABD = ABANDON	FG = FINISH GRADE	TW = TOP OF WALL
AC = ASPHALT CONCRETE	FOC = FACE OF CURB	TYP = TYPICAL
AD = AREA DRAIN	H = HEIGHT	VC = VERTICAL CURVE
BM = BENCHMARK	GM = GAS METER	W = WATER
BOW = BACK OF WALK	INF TR = INFILTRATION TRENCH	WM = WATER METER
BLDG = BUILDING	INT = INTERCEPTOR	
BVC = BEGIN VERTICAL CURVE	INV = INVERT	
BW = BOTTOM OF WALL	JT = JOINT TRENCH	
CB = CATCH BASIN	OC = ON CENTER	
CMU = CONCRETE MASONRY UNIT	PCC = PORTLAND CEMENT CONCRETE	
CONC = CONCRETE	PG = PROFILE GRADE	
CONN = CONNECT	PKNG = PARKING	
DI = DRAINAGE INLET	P/L = PROPERTY LINE	
DRN = DRAIN	PPUD = PERFORATED PIPE UNDER DRAIN	
DTL = DETAIL	PTDF = PRESSURE TREATED DOUGLAS FIR	
EM = ELECTRIC METER	PT = POINT	
EG = EXISTING GRADE	PVC = POLYVINYL CHLORIDE	
ELEV = ELEVATION	RWL = RAINWATER LEADER	
EP = EDGE OF PAVEMENT	SD = STORM DRAIN	
EVC = END VERTICAL CURVE	SHT = SHEET	
EXIST = EXISTING	SS = SANITARY SEWER	
EW = EACH WAY	TBM = TEMPORARY BENCHMARK	



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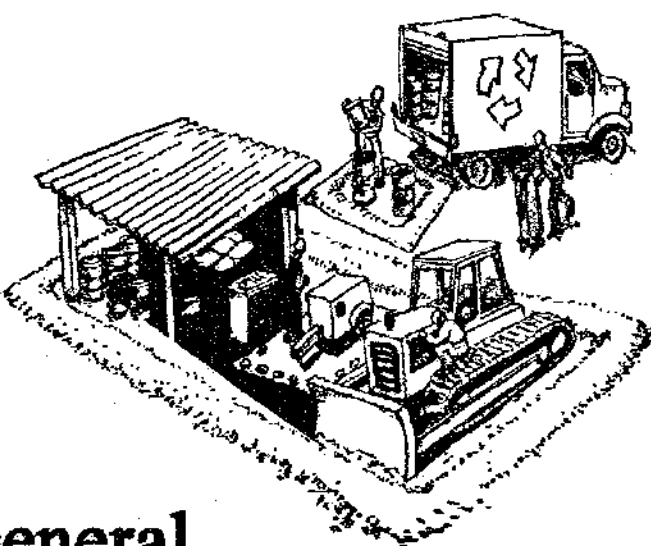
25 - 79 FLORENCE STREET
DALY CITY, CA 94014
APN: 003-401-010 AND 003-401-030

COVER SHEET

REVISIONS				JOB NO. C25-F-15	SHEET NO. C1.0 1 OF 10 SHEETS
NO.	DATE	DESCRIPTION	BY	DATE : 02-02-16	
				DRAWN: DC	
				CHECKED: JET	
				SCALE: 1" = 40'	



Stormwater
Pollution Prevention Program



General Construction & Site Supervision

Advance planning prevents pollution

- ✓ Schedule excavation and grading activities for dry weather periods. To reduce soil erosion, plant temporary vegetation or place other erosion controls before rain begins.
- ✓ Locate and protect storm drains in the vicinity of the site with berms or filters during wet weather periods.
- ✓ Control the amount of runoff crossing your site (especially during excavation) by using berms or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams or berms where appropriate.
- ✓ Train your employees and subcontractors. Make these brochures available to everyone who works on the construction site. Inform subcontractors about the new stormwater requirements and their responsibilities.

Good housekeeping practices

- ✓ Designate one completely contained area for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, and bermed if necessary. Make major repairs off site.
- ✓ Keep materials out of the rain - prevent runoff contamination at the source. Cover exposed piles of soil or construction materials with plastic sheeting or temporary roofs.
- ✓ Keep pollutants off exposed surfaces. Place trash cans and recycling receptacles around the site to minimize litter.
- ✓ Dry sweep paved surfaces that drain to storm drains, creeks, or channels. If pavement flushing is necessary, use silt ponds or other techniques to trap sediment and other pollutants.
- ✓ Clean up leaks, drips and other spills immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces. Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the dust down.
- ✓ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. A plastic liner is recommended to prevent leakage of liquids. Never clean out a dumpster by hosing it down on the construction site.
- ✓ Make sure portable toilets are maintained in good working order by the leasing company and that wastes are disposed of properly. Check toilets frequently for leaks.

Materials/waste handling

- ✓ Practice source reduction - minimize waste when you order materials. Order only the amount you need to finish the job.
- ✓ Use recyclable materials whenever possible. Arrange for pick-up of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires.
- ✓ Dispose of all wastes and demolition debris properly. Many construction materials and wastes can be recycled, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation. Materials and debris that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste. Never bury waste materials or leave them in the street or near a creek or stream bed.

Heavy Equipment Operation



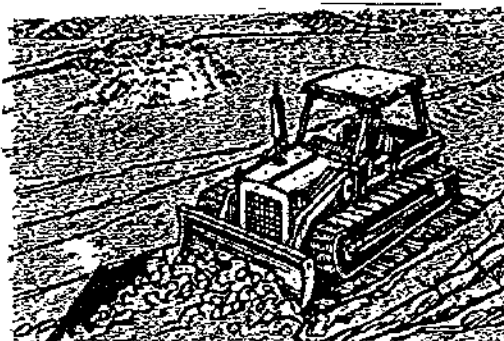
Site planning and preventive vehicle maintenance

- ✓ Designate a completely contained area of the construction site, well away from streams or storm drain inlets, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance.
- ✓ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- ✓ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ✓ If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloths to catch drips and spills. Collect all spent fluids, store in separate containers, and recycle whenever possible, or dispose of fluids as hazardous waste.
- ✓ Do not use diesel oil to lubricate or clean equipment or parts.
- ✓ Recycle used vehicle batteries.

Clean up spills immediately when they happen

- ✓ Never hose down "dirty" pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible. If you must use water, use just enough to keep the dust down.
- ✓ Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them. Use as little water as possible for dust control.
- ✓ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ✓ Report significant spills to the appropriate spill response agencies immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill, call the following agencies: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earth-Moving Activities



During Construction

- ✓ Remove existing vegetation only when absolutely necessary.
- ✓ Seed or plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- ✓ Protect downslope drainage courses, streams, and storm drains with hay bales, temporary drainage swales, silt fences, berms or storm drain inlet filters.
- ✓ Use check dams or ditches to divert runoff around excavations and graded areas.
- ✓ Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
- ✓ Properly monitor and maintain all erosion and sediment controls.
- ✓ Properly report failures of erosion and sediment controls to the local stormwater authority.

General Business Practices

- ✓ Schedule excavation and grading work for dry weather.
- ✓ Perform major equipment repairs away from the job site.
- ✓ When refueling or when vehicle/equipment maintenance must be done on site, work within a completely bermed area away from storm drains.
- ✓ Do not use diesel oil to lubricate or clean equipment or parts.

Watch for soil and ponded groundwater that may be contaminated.

- Unusual soil conditions, discoloration, or odor
- Abandoned underground tanks
- Abandoned wells
- Buried barrels, debris, or trash.

Roadwork & Paving



- ✓ Develop and implement erosion/sediment control plans for roadway embankments.
- ✓ Schedule excavation and grading work for dry weather.
- ✓ Check all equipment for leaks and repair leaking equipment promptly.
- ✓ Perform major maintenance, repairs, and washing of equipment away from the construction site.
- ✓ When refueling or vehicle/equipment maintenance must be done on site, designate a completely contained area away from storm drains and creeks.
- ✓ Do not use diesel oil to lubricate or clean equipment or parts.
- ✓ Recycle used oil, batteries, concrete, broken asphalt, etc. whenever possible.
- ✓ Train employees in using these best management practices.

During Construction

- ✓ Avoid paving and seal coating in wet weather, or when rain is forecast before fresh pavement will have time to cure.
- ✓ Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, etc.
- ✓ Use check dams, ditches, or berms to divert runoff around excavations.
- ✓ Never wash excess material from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- ✓ Cover stockpiles and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms.
- ✓ Catch drips from paver with drip pans or absorbent material (cloths, rags, etc.) placed under machine when not in use.
- ✓ Clean up all spills and leaks using "dry" methods (with absorbent materials/rags), or dig up and remove contaminated soil.
- ✓ Collect and recycle or appropriately dispose of excess abrasive gravel or sand.
- ✓ Avoid over-application by water trucks for dust control.

Asphalt/Concrete Removal

- ✓ Avoid creating excess dust when breaking asphalt or concrete.
- ✓ After breaking up old pavement, be sure to remove all chunks and pieces from the site.
- ✓ Make sure broken pavement does not come in contact with rainfall or runoff.
- ✓ Protect nearby storm drain inlets during saw-cutting. Shovel or vacuum saw-cut slurry deposits and remove from the site.
- ✓ Never hose down streets to clean up tracked dirt. Use dry sweep methods.

Fresh Concrete & Mortar Application



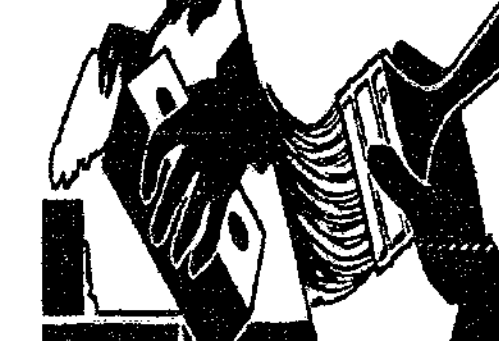
General Business Practices

- ✓ Both at your yard and the construction site, always store both dry and wet materials under cover, protected from rainfall and runoff. Protect dry materials from wind.
- ✓ Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from gutters, storm drains, rainfall, and runoff.
- ✓ Wash out concrete mixers only in designated wash-out areas in your yard, where the water will flow into containment ponds or onto dirt. Let concrete harden and dispose of as garbage. Whenever possible, recycle washout by pumping back into mixers for reuse. Never dispose of washout into the street, storm drains, drainage ditches, or streams.

During Construction

- ✓ Don't mix up more fresh concrete or cement than you will use in a day.
- ✓ Set up and operate small mixers on tarps or heavy plastic drop cloths.
- ✓ When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- ✓ Prevent aggregate wash from driveway/patio construction from entering storm drains. Hose aggregate wash onto dirt areas and spade into dirt.
- ✓ Place hay bales or other erosion controls downslope to capture runoff carrying mortar or cement before it reaches the storm drain.
- ✓ When breaking up paving, be sure to pick up all the pieces and dispose properly.
- ✓ Recycle large chunks of broken concrete at a landfill.
- ✓ Dispose of small amounts of excess dry concrete, grout, and mortar in the trash.
- ✓ Never bury solid or hazardous waste material.

Painting & Application of Solvents & Adhesives



Handling Paint Products

- ✓ Keep all liquid paint products and wastes away from the gutter, street, and storm drains. Liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes and must be disposed of at a hazardous waste collection facility (contact your local stormwater program).

Painting Cleanup

- ✓ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ✓ For water-based paints, paint out brushes to the extent possible. Rinse to the sanitary sewer once you have gained permission from the local wastewater treatment authority. Never pour paint down a drain.

- ✓ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste.

Paint removal

- ✓ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ✓ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead or tributyl tin must be disposed of as hazardous wastes.

- ✓ When stripping or cleaning building exteriors with high-pressure water, block storm drains. Wash water onto a dirt area and spade into soil. Or, check with the local wastewater treatment authority to find out if you can collect (mop or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling of the water may be required to assist the wastewater treatment authority in making its decision.

Recycle/reuse leftover paints whenever possible.

- ✓ Recycle or dispose of excess water-based paint at a household hazardous waste collection facility, or use up. When they are thoroughly dry, empty paint cans, used brushes, rags, and drop cloths may be disposed of as garbage in a sanitary landfill.
- ✓ Reuse leftover oil-based paint. Dispose of excess liquid, including sludges, as hazardous waste.
- ✓ Small quantity generators should check with the San Mateo County Environmental Health Division regarding recycling or hazardous waste disposal.
- ✓ Unopened cans of paint may be able to be returned to the paint vendor. Check with the vendor regarding its "buy-back" policy.

Landscaping, Gardening, and Pool Maintenance



- ✓ Protect stockpiles and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- ✓ Store pesticides, fertilizers, and other chemicals indoors or in a shed or storage cabinet.

- ✓ Schedule grading and excavation projects for dry weather.
- ✓ Use temporary check dams or ditches to divert runoff away from storm drains.
- ✓ Protect storm drain inlets with hay bales, berms, filter mats or other inlet protection measures.
- ✓ Revegetation is an excellent form of erosion control for any site.

Landscaping/Garden Maintenance

- ✓ Use up pesticides and follow label directions. Rinse containers, and use rinsewater as product. Dispose of rinsed containers in the trash.
- ✓ Dispose of unused pesticides as hazardous waste.
- ✓ Collect lawn and garden clippings, pruning waste, and tree trimmings. Chip if necessary, and compost.

- ✓ Do not place yard waste in gutters. In communities with curbside yard waste recycling, leave clippings and pruning waste for pickup in approved bags or containers. Or, take to a landfill that composts yard waste.

Do not blow or rake leaves, etc. into the street.

Pool/Fountain/Spa Maintenance

- ✓ Never discharge chlorinated pool or spa water to a street or storm drain.
- ✓ When emptying a pool or spa, let chlorine dissipate for 5 to 7 days. Then recycle water by draining it gradually onto a landscaped area, or drain the dechlorinated water to a storm drain.
- ✓ Chlorinated water may be discharged to the sanitary sewer (if allowed by the local sewage treatment authority) by running a hose to a utility sink or sewer pipe cleanout function.

- ✓ Do not use copper-based algaecides. Control algae with chlorine or other alternatives to copper-based pool chemicals. Copper is harmful to aquatic life and cannot be completely removed by the sewage treatment plant.

Storm drain polluters may be liable for fines of up to \$25,000 per day!

JET ENGINEERING
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1048 EL CAMINO REAL, SUITE C
REDWOOD CITY, CA 94063

25 - 79 FLORENCE STREET
DALY CITY, CA 94014
APN: 003-401-010 AND 003-401-030

**STORMWATER POLLUTION
PREVENTION PLAN
BEST MANAGEMENT PRACTICES**

REVISIONS				JOB NO. C25-F-15	SHEET NO. C10.0 10 OF 10 SHEETS
NO.	DATE	DESCRIPTION	BY	DATE : 02/02/16	
				DRAWN: DC	
				CHECKED: JET	
				SCALE: 1" = 5'	

SCOPE WORK

1. SITE, DRIVEWAY AND ACCESSABILITY IMPROVEMENTS ALONG THE PROPERTY FRONTAGE AS SHOWN ON SHEETS C4.0 AND C5.0.
2. ONLY WORK DETAILED ON THESE PLANS IS APPROVED FOR CONSTRUCTION. ANY ADDITIONAL WORK REQUIRED NOT DETAILED ON THESE PLANS MUST BE SUBMITTED SEPARATELY AS A REVISION TO THE PROJECT. REVISIONS MAY REQUIRE NEW PLANS, PERMITS AND ADDITIONAL FEES.
3. THE ENGINEER SHALL NOT BE RESPONSIBLE NOR LIABLE FOR ANY UNAUTHORIZED CHANGES TO THESE PLANS. ALL PROPOSED CHANGES TO PLANS SHALL BE IN WRITING AND MUST BE APPROVED BY ENGINEER PRIOR TO PROCEEDING.
4. APPLICABLE CODES FOR THIS PROJECT:
 - DALY CITY MUNICIPAL CODE
 - 2013 CALIFORNIA BUILDING CODE
 - 2013 CALIFORNIA ELECTRICAL CODE
 - 2013 CALIFORNIA PLUMBING CODE
 - 2013 CALIFORNIA MECHANICAL CODE
 - 2013 CALIFORNIA ENERGY CODE
 - 2013 CALIFORNIA GREEN BUILDING STANDARDS CODE
 - 2013 CALIFORNIA FIRE CODE
 - HOUSING CODE (REFERENCING THE 2010 UNIFORM HOUSING CODE)
 - ALL OTHER STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS
5. INSPECTIONS MUST BE SCHEDULED AT LEAST 24 HOURS IN ADVANCE.
 - INSPECTION REQUEST LINE 650-780 7350, 9 AM -12 PM, 1 PM – 4 PM
6. PERMIT EXPIRATION & RENEWAL
ONCE A PERMIT IS ISSUED, AN INSPECTION IS REQUIRED WITHIN 180 DAYS AND EVERY 180 DAYS THEREAFTER OR THE PERMIT WILL EXPIRE. ADDITIONAL FEES ARE REQUIRED TO REINSTATE AN EXPIRED PERMIT. ALL EXPIRED PLANS MUST BE REVISED TO COMPLY WITH CURRENT CODE REQUIREMENTS.
7. WORK IN THE PUBLIC RIGHT OF WAY.
A SEPARATE ENCROACHMENT PERMIT IS REQUIRED FROM THE PUBLIC WORKS DEPARTMENT FOR ANY WORK IN THE CITY RIGHT OF WAY.

GENERAL NOTES

1. BASIS OF BEARING N00°00'00" OF THE FLORENCE STREET AS SHOWN ON THE PARCEL MAP ENTITLED "LANDS OF MONTE ", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON SEPTEMBER 18, 2003 IN BOOK 75 OF MAPS AT PAGES 15 – 16.
2. PROJECT BENCHMARK – FOR THIS PROJECT LOCATED AT TOP OF WATER TANK BM ELEV= 474.00' (NGVD29).
3. SITE SURVEYS PERFORMED BY JET ENGINEERING, JANUARY 2015.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT CALIFORNIA BUILDING CODE AND ALL APPLICABLE COUNTY OF SAN MATEO CODES AND ORDINANCES.
5. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800) 227-2600 AT LEAST 48 HOURS PRIOR TO STARTING WORK.
6. ANY AND ALL CONSTRUCTION STAGING, PARKING, STORAGE OF MATERIALS OR EQUIPMENT, ETC. SHALL OCCUR ON SITE.
7. IF A CONFLICT OCCURS DURING CONSTRUCTION THAT REQUIRES A CHANGE IN DESIGN, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SOLUTION PRIOR TO PROCEEDING.
8. THE ENGINEER SHALL NOT BE RESPONSIBLE NOR LIABLE FOR ANY UNAUTHORIZED CHANGES TO THESE PLANS. ALL PROPOSED CHANGES TO PLANS SHALL BE IN WRITING AND MUST BE APPROVED BY ENGINEER PRIOR TO PROCEEDING.
9. THE CONTRACTOR SHALL VISIT PROJECT SITE PRIOR TO BIDDING AND VERIFY ALL EXISTING CONDITIONS. FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OR ORDERING OF ANY ITEMS. VERIFY ALL WORK TO BE DONE WITH THE OWNER PRIOR TO CONSTRUCTION. VERIFY WHICH ITEMS, FIXTURES, OR APPLICANCES SHALL BE SUPPLIED OR REUSED BY THE OWNER AND THE EXACT LOCATION OF SAID ITEMS.
10. THE CONTRACTOR SHALL TAKE CARE DURING DEMOLITION AND CONSTRUCTION NOT TO DAMAGE ANY EXISITNG CONSTRUCTION AND PLANTING WHICH IS TO REMAIN. ANY DAMAGE OF EXISTING CONDITIONS SHALL BE REPLACED AT NO COST TO OWNER. THE CONTRACTOR SHALL RESTORE ALL DAMAGED, REMOVED OR OTHERWISE DISTURBED WALLS, FENCES, SERVICES, UTILITIES, IMPROVEMETS OR FEATURES OF WHATEVER NATURE, DUE TO CONTRACTOR'S WORK.
11. ALL MATERIALS TO BE REMOVED SHALL BE DISPOSED OF AT AN APPROPRIATE LOCATION AWAY FROM THE SITE.
12. ALL WORK SHALL BE PERFORMED SO THAT THERE SHALL BE MINIMUM INTERFERENCE WITH NEIGHBORS.
13. CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY SUPPORTS, SHORING AND BRACING REQUIRED DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING STRUCTURAL INTEGRITY AND SAFETY.
14. CONTRACTOR SHALL CLEAN UP AND REMOVE FROM SITE ALL DEBRIS AND WASTE MATERIALS CREATED BY DEMOLITION AND CONSTRUCTION.
15. THESE PLANS ARE FOR GENERAL CONSTRUCTION PUPROSES ONLY. THEY ARE NOT EXHAUSTIVELY DETAILED NOR FULLY SPECIFIED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SELECT, VERIFY, RESOLVE, AND INSTALL ALL MATERIALS AND EQUIPMENT.
16. CONTRACTOR SHALL USE WRITTEN DIMENSIONS ONLY. ALL DIMENSIONS ARE TO BE FACE OF STUDS UNLESS OTHERWISE NOTED.
17. FINISHED GROUND SURFACES SHALL BE GRADED TO DRAIN THE FINISHED SITE PROPERLY. UNPAVED FINISHED GROUND SLOPE WITHIN FIVE FEET OF THE BUILDING OR STRUCTURE SHALL SLOPE AWAY AT 5%. ALL EXTERIOR HARD SURFACES (INCLUDING TERRACES) SHALL BE INSTALLED WITH A 1% MINIMUM SLOPE AND SHALL DRAIN AWAY FROM THE BUILDING AT 2% CROSS SLOPE. DRAINAGE SWALES SHALL HAVE A MINIMUM SLOPE OF 1.0%. MAXIMUM ALLOWABLE GRADED SLOPE IS 3 HORIZONTAL TO 1 VERTICAL (33%).

17. LOT GRADING SHALL CONFORM AT THE PROPERTY LINES AND SHALL NOT SLOPE TOWARD PROPERTY LINES IN A MANNER WHICH WOULD CAUSE STORM WATER TO FLOW ONTO NEIGHBORING PROPERTY.
18. NEW RAINWATER DOWNSPOUTS SHALL BE DISCHARGED TO A LANDSCAPED AREA THAT DIRECTS WATER AWAY FROM THE BUILDING (UNO).
19. ALL CONSTRUCTION STAKING SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR.

STANDARD GRADING NOTES

1. ALL CLEARING, GRUBBING, EXCAVATIONS AND EARTHWORK SHALL BE IN ACCORDANCE WITH SECTION 16 "CLEARING AND GRUBBING" AND SECTION 19 "EARTHWORK" OF THE STATE STANDARD SPECIFICATIONS.
1. APPROVAL OF THIS PLAN APPLIES ONLY TO THE EXCAVATION, PLACEMENT, AND COMPACTION OF NATURAL EARTH MATERIALS AND CONSTRUCTION OF EROSION CONTROL DEVICES SHOWN IN THIS PLAN SET. THIS APPROVAL DOES NOT CONFER ANY RIGHTS OF ENTRY TO EITHER PUBLIC PROPERTY OR THE PRIVATE PROPERTY OF OTHERS.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES. CALL U.S.A. (UNDERGROUND SERVICE ALERT) 48 HOURS BEFORE DIGGING AT (800) 227-2600. LOCATIONS SHOWN ON THE PLANS WERE TAKEN FROM AVAILABLE RECORDS AND ARE APPROXIMATE AND SHOWN FOR GENERAL INFORMATION ONLY, AND MAY BE INCOMPLETE. RELOCATION OR REPAIR OF ANY DAMAGE TO UTILITIES OR PIPELINES AND PLUGGING OR REMOVAL OF ABANDONED LINES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
3. IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO IDENTIFY, LOCATE AND PROTECT ALL UNDERGROUND FACILITIES.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PRESERVE AND PROTECT ANY FENCES WHICH MAY BE REQUIRED TO REMAIN BY THE OWNER.
5. THE PERMITTEE SHALL MAINTAIN THE STREETS, SIDEWALKS AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USABLE CONDITION.
6. THIS PLAN DOES NOT AUTHORIZE REMOVAL OF TREES. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PRESERVE AND PROTECT THOSE TREES WHICH ARE TO REMAIN.
7. ALL TEMPORARY EXCAVATION SHALL BE ADEQUATELY SHORED AS NECESSARY AND SHALL COMPLY WITH ALL APPLICABLE CAL/OSHA REQUIREMENTS.
8. ALL EXISTING CESSPOOLS, FOUNDATIONS, BASEMENTS, TANKS OR OTHER UNDERGROUND STRUCTURES SHALL BE REMOVED AND THE RESULTING DEPRESSIONS BACKFILLED AND COMPACTED UNDER THE OBSERVATION OF THE ENGINEER. ALL COSTS INVOLVED IN THIS WORK SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR THE GRADING ITEMS UNLESS COVERED IN SEPARATE PAY ITEMS.
9. ALL GRADING SHALL CONFORM TO APPROVED SPECIFICATIONS PRESENTED HEREIN OR ATTACHED HERETO. ALL GRADING WORK SHALL BE OBSERVED AND APPROVED BY THE ENGINEER. THE ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE BEGINNING ANY GRADING. UNOBSERVED AND UNAPPROVED GRADING WORK SHALL BE REMOVED AND REPLACED UNDER OBSERVATION.
10. THE SITE AREA SHOULD BE STRIPPED OF ALL SURFACE VEGETATION AND SURFACE AND SUBSURFACE IMPROVEMENTS WITHIN THE PROPOSED PROJECT AREA. SURFACE VEGETATION AND TOPSOIL SHOULD BE STRIPPED TO A SUFFICIENT DEPTH TO REMOVE ALL MATERIAL GREATER THAN 3 PERCENT ORGANIC CONTENT BY WEIGHT. SURFACE STRIPPING SHOULD EXTEND ABOUT 2 TO 4 INCHES BELOW EXISTING GRADE IN VEGETATED AREAS. DEEPER EXCAVATIONS TO REMOVE SHRUB ROOTS MAY REQUIRE FURTHER EXCAVATION. TREES AND SHRUBS DESIGNATED FOR REMOVAL SHOULD HAVE THE ROOT BALLS AND ANY ROOTS GREATER THAN 1½-INCH DIAMETER REMOVED COMPLETELY. MATURE TREES ARE ESTIMATED TO HAVE ROOT BALLS EXTENDING TO DEPTHS OF 2 TO 6 FEET, DEPENDING ON THE TREE SIZE.
11. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL TEMPORARY SLOPES AND PROVIDING TEMPORARY SHORING WHERE REQUIRED. TEMPORARY SHORING, BRACING, AND CUTFILLS SHOULD BE PERFORMED IN ACCORDANCE WITH THE STRICTEST GOVERNMENT SAFETY STANDARDS.
12. ON-SITE SOILS WITH AN ORGANIC CONTENT LESS THAN 3 PERCENT BY WEIGHT MAY BE REUSED AS GENERAL FILL. GENERAL FILL SHOULD NOT HAVE LUMPS, CLODS OR COBBLE PIECES LARGER THAN 6 INCHES IN DIAMETER; 85 PERCENT OF THE FILL SHOULD BE SMALLER THAN 2-1/2 INCHES IN DIAMETER. MINOR AMOUNTS OF OVERSIZE MATERIAL (SMALLER THAN 12 INCHES IN DIAMETER) MAY BE ALLOWED PROVIDED THE OVERSIZED PIECES ARE NOT ALLOWED TO NEST TOGETHER AND THE COMPACTION METHOD WILL ALLOW FOR LOOSELY PLACED LIFTS NOT EXCEEDING 12 INCHES.
13. ALL FILLS, AND SUBGRADE AREAS WHERE FILL AND SLABS-ON-GRADE ARE PLANNED, SHOULD BE PLACED IN LOOSE LIFTS 8 INCHES THICK OR LESS AND COMPACTED IN ACCORDANCE WITH ASTM D1557 (LATEST VERSION) REQUIREMENTS. EACH LIFT OF FILL AND ALL SUBGRADE SHOULD BE FIRM AND UNYIELDING UNDER CONSTRUCTION EQUIPMENT LOADING IN ADDITION TO MEETING THE COMPACTION REQUIREMENTS TO BE APPROVED.

STORM DRAIN NOTES

1. ALL STORM DRAINAGE PIPES SHALL BE PVC SDR 35, OR APPROVED EQUAL .
2. ALL PVC STORM DRAIN PIPES SHALL HAVE A MINIMUM SLOPE 1% UNLESS OTHERWISE NOTED.
3. ALL INFILTRATION TRENCHES (PERFORATED PIPE UNDERDRAINS SHALL HAVE MINIMUM SLOPE OF 05% UNLESS OTHERWISE NOTED.
4. CONNECT ALL NEW RAIN WATER LEADERS TO PVC SD PIPE OR INFILTRATION TRENCH WITH 4" STANDARD FITTINGS.
5. ALL AREA DRAINS SHALL BE NDS 12x12 CATCH BASINS WITH ¾" GRATE OPENINGS.
6. ALL FLOW WELLS SHALL HAVE A LOW PROFILE ADAPTER WITH A 12x12 SQUARE GRATE WITH ¾" GRATE OPENINGS.

CONSTRUCTION BMPs NOTES

1. SEE STORMWATER POLLUTION PREVENTION PLAN SHEET C6.0 FOR GENERAL CONSTRUCTION REQUIREMENTS.
2. STORE, HANDLE, AND DISPOSE OF CONSTRUCTION MATERIALS AND WASTES PROPERLY, SO AS TO PREVENT THEIR CONTACT WITH STORMWATER.
3. CONTROL AND PREVENT THE DISCHARGE OF ALL POTENTIAL POLLUTANTS, INCLUDING PAVEMENT CUTTING WASTES, PAINTS, CONCRETE, PETROLEUM PRODUCTS, CHEMICALS, WASHWATER OR SEDIMENTS, AND NON-STORMWATER DISCHARGES TO STORM DRAINS AND WATERCOURSES.
4. USE SEDIMENT CONTROLS OR FILTRATION TO REMOVE SEDIMENT WHEN DEWATERING SITE AND OBTAIN ALL NECESSARY PERMITS.
5. AVOID CLEANING, FUELING, OR MAINTAINING VEHICLES ON-SITE, EXCEPT IN A DESIGNATED AREA WEHRE WASHWATER IS CONTAINED AND TREATED.
6. DELINEATE WITH FIELD MARKERS CLEARING LIMITS, EASEMENTS, SETBACKS, SENSITIVE OR CRITICAL AREAS, BUFFER ZONES, TREES AND DRAINAGE COURSES.
7. PROTECT ADJACENT PROPERTIES AND UNDISTURBED AREAS FROM CONSTRUCTION IMPACTS USING VEGETATIVE BUFFER STRIPS, SEDIMENT BARRIERS OR FILTERS, DIKES, MULCHING, OR OTHER MEASURES AS APPROPRIATE.
8. PERFORM CLEARING AND EARTH MOVING ACTIVITIES ONLY DURING DRY WEATHER.
9. LIMIT AND TIME APPLICATIONS OF PESTICIDES AND FERTILIZERS TO PREVENT POLLUTED RUNOFF.
10. LIMIT CONSTRUCTION ACCESS ROUTES AND STABILIZE DESIGNATED ACCESS POINTS.
11. AVOID TRACKING DIRT OR OTHER MATERIALS OFF-SITE; CLEAN OFF-SITE PAVED AREAS AND SIDEWALKS USING DRY SWEEPING METHODS.
12. THE CONTRACTOR SHALL TRAIN AND PROVIDE INSTRUCTION TO ALL EMPLOYEES AND SUBCONTRACTORS REGARDING THE CONSTRUCTION BMPs.

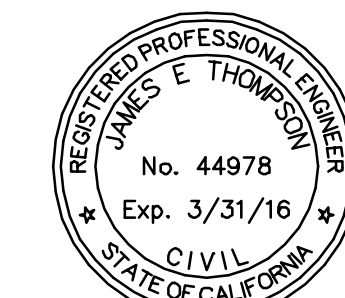
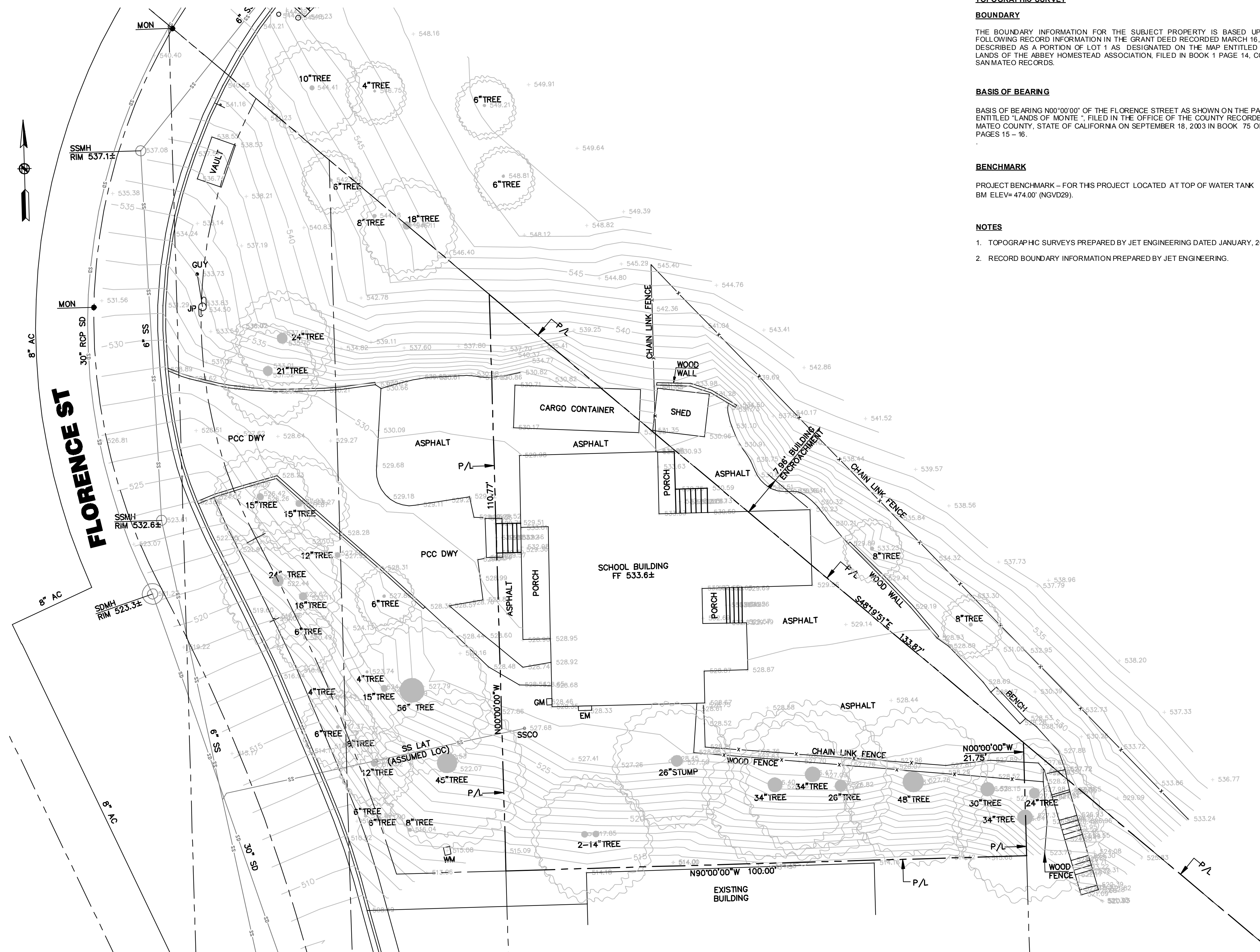


JET ENGINEERING
CONSULTING CIVIL ENGINEERS
1048 EL CAMINO REAL, SUITE C
REDWOOD CITY, CA 94063

25 - 79 FLORENCE STREET
DALY CITY, CA 94014
APN: 003-401-010 AND 003-401-030

GENERAL CONSTRUCTION NOTES

REVISIONS				JOB NO. C25-F-15	SHEET NO. C2.0 2 OF 10 SHEETS
NO.	DATE	DESCRIPTION	BY	DATE : 02/02/16	
				DRAWN: DC	
				CHECKED: JET	
				SCALE: NTS	



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25 - 79 FLORENCE STREET
DALY CITY, CA 94014
APN: 003-401-010 AND 003-401-030

TOPOGRAPHIC SURVEY
APN: 003-401-030

REVISIONS				JOB NO. C25-F-15	SHEET NO. C3.0
NO.	DATE	DESCRIPTION	BY	DATE : 01/09/15	
				DRAWN: DC	
				CHECKED: JET	
				SCALE: 1" = 10'	

3 OF 10 SHEETS



JET ENGINEERING
CONSULTING CIVIL ENGINEERS
1048 EL CAMINO REAL, SUITE C
REDWOOD CITY, CA 94063

25 - 79 FLORENCE STREET
DALY CITY, CA 94014
APN: 003-401-010 AND 003-401-030

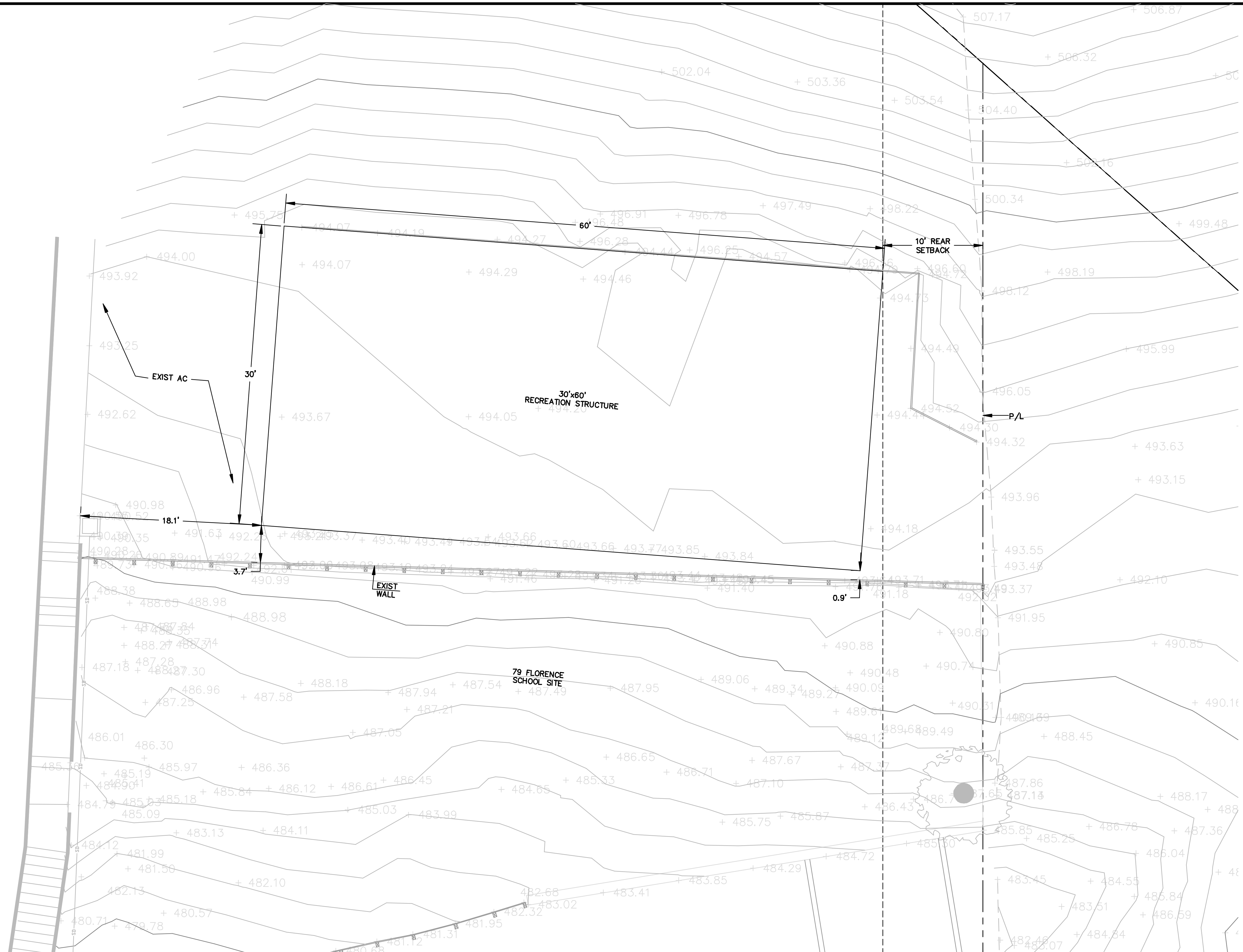
GENERAL SITE PLAN

REVISIONS			
NO.	DATE	DESCRIPTION	BY

JOB NO.	C25-F-15
DATE :	02/02/16
DRAWN:	DC
CHECKED:	JET
SCALE:	1" = 10'

SHEET NO.
C4.0
4 OF 10 SHEETS





JET ENGINEERING
CONSULTING CIVIL ENGINEERS
1048 EL CAMINO REAL, SUITE C
REDWOOD CITY, CA 94063

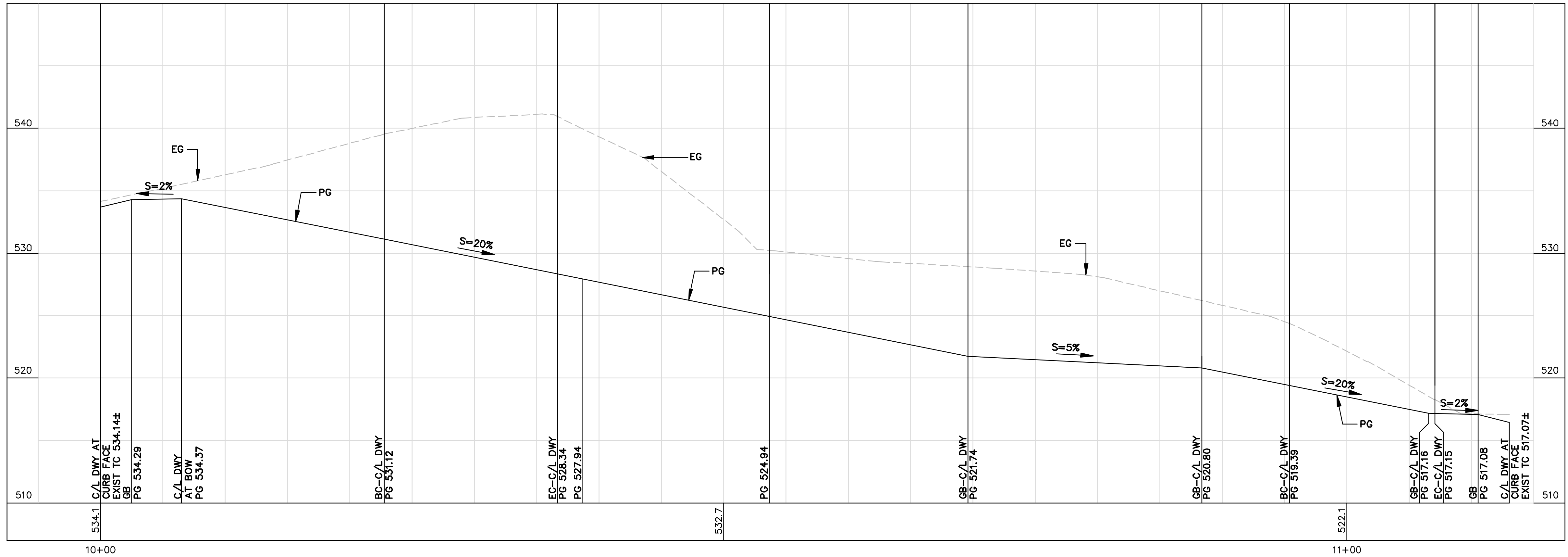
25 - 79 FLORENCE STREET
DALY CITY, CA 94014
APN: 003-401-010 AND 003-401-030

**CONCEPTUAL
RECREATION STRUCTURE
SITE PLAN**

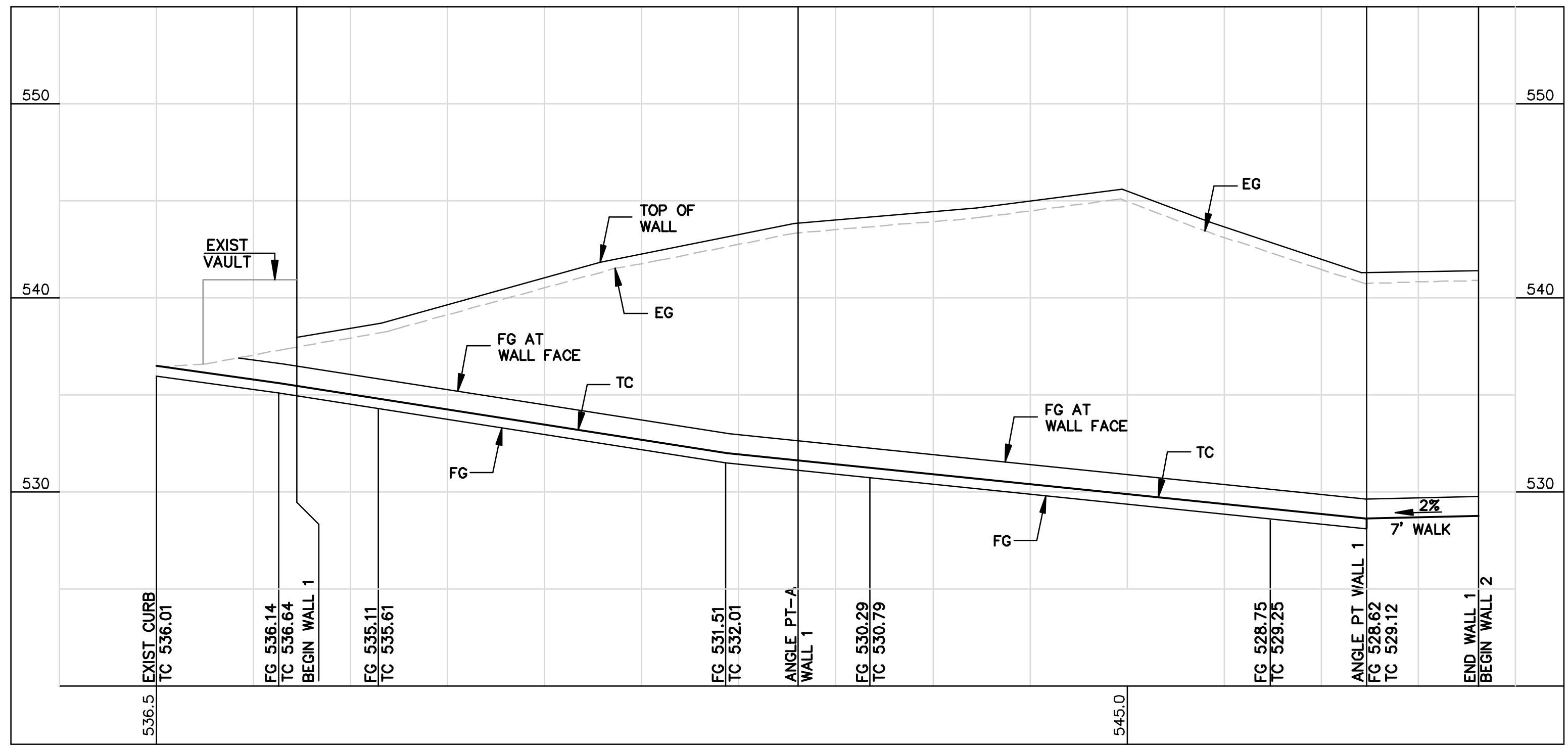
REVISIONS			
NO.	DATE	DESCRIPTION	BY

JOB NO.	C25-F-15
DATE :	02/02/16
DRAWN:	DC
CHECKED:	JET
SCALE:	1" = 5'

SHEET NO.
C5.1
6 OF 10 SHEETS



1 DRIVEWAY PROFILE
SCALE= 1"= 5'



2 WALL 1 - ELEVATION
SCALE= 1"= 5'

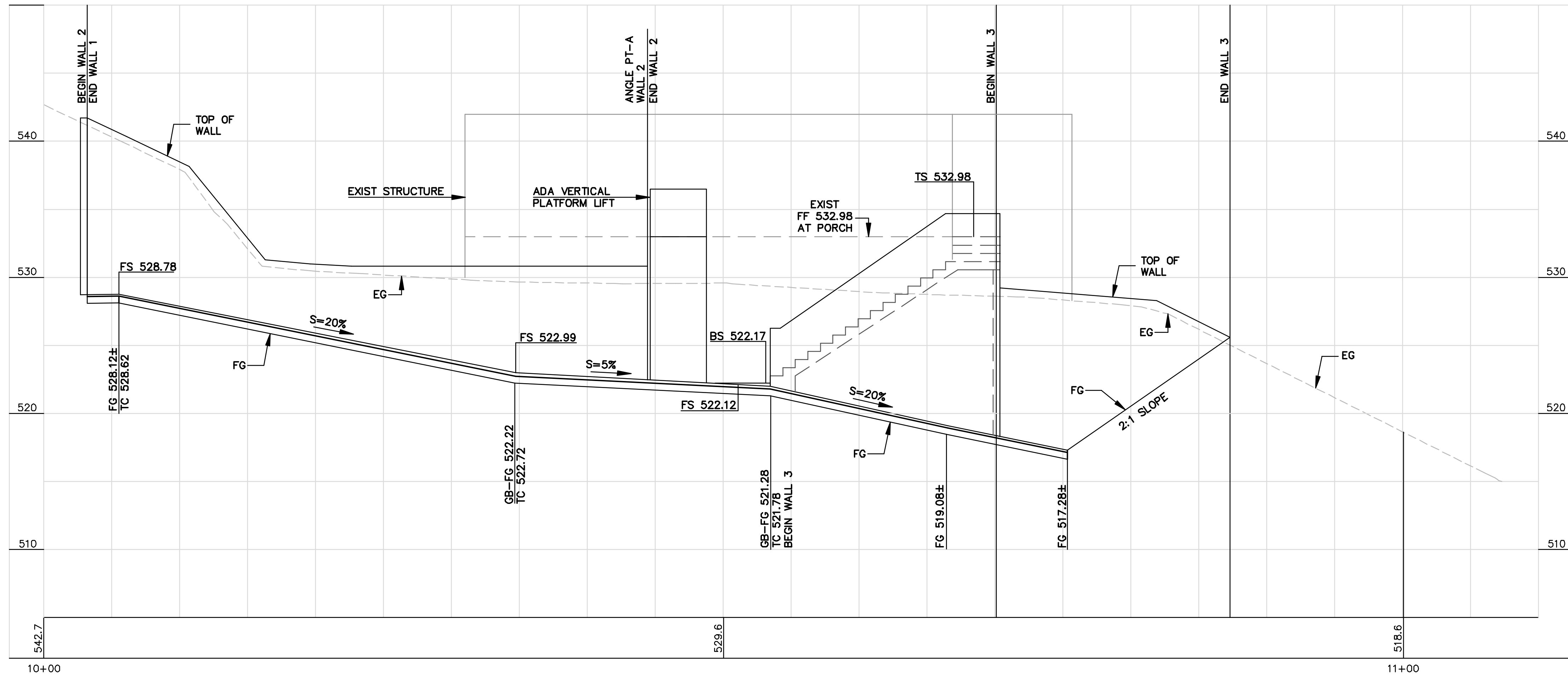


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1048 EL CAMINO REAL, SUITE C
REDWOOD CITY, CA 94063

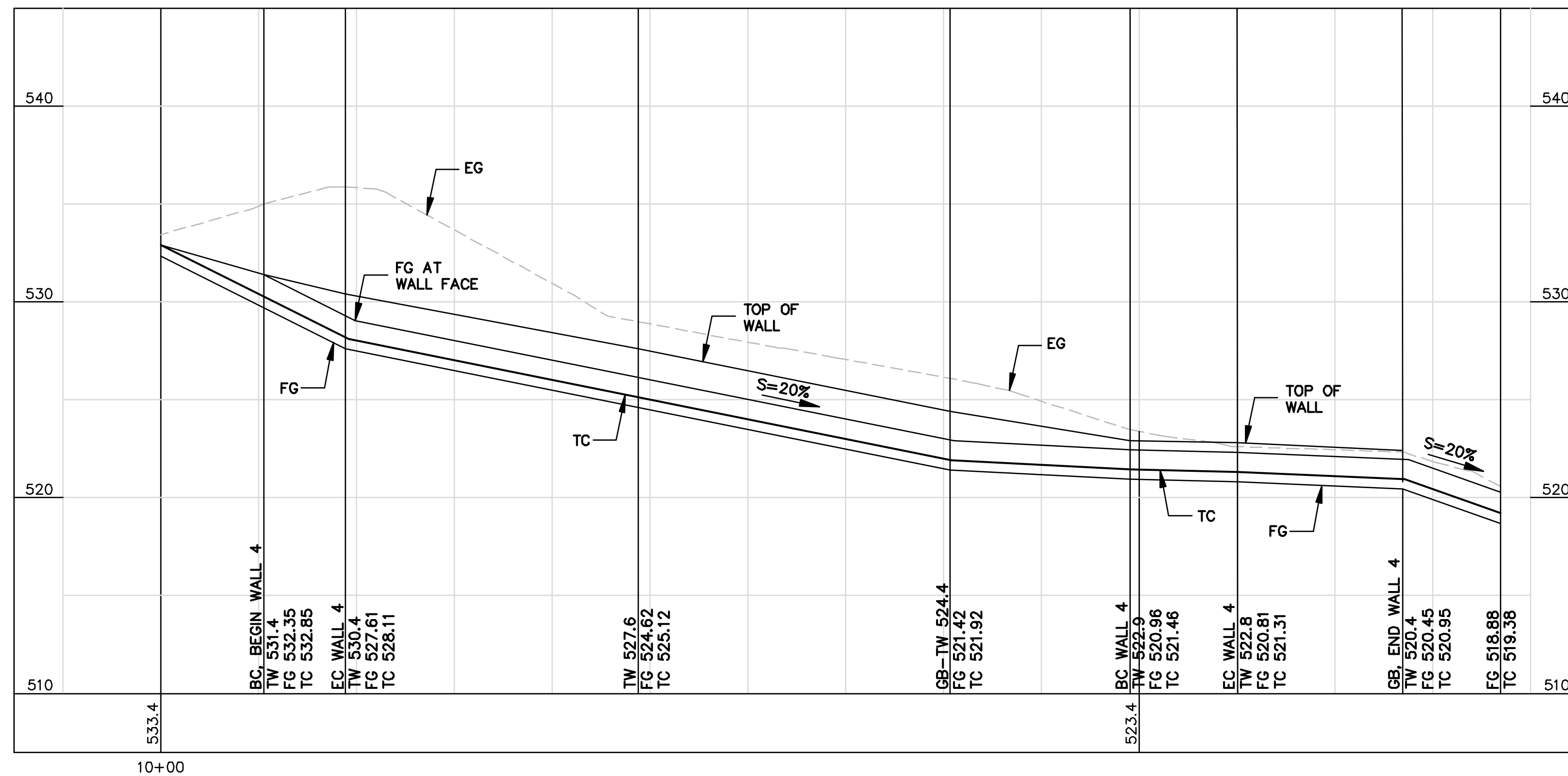
25 - 79 FLORENCE STREET
DALY CITY, CA 94014
APN: 003-401-010 AND 003-401-030

DRIVEWAY PROFILE
AND
WALL 1 - ELEVATION

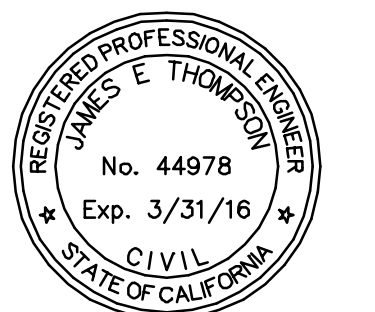
REVISIONS				JOB NO.	C25-F-15	SHEET NO. C6.0 6 OF 10 SHEETS
NO.	DATE	DESCRIPTION	BY	DATE :	02/02/16	
				DRAWN:	DC	
				CHECKED:	JET	
				SCALE:	1" = 5'	



1 WALL 1 & 2 - ELEVATIONS
SCALE= 1"= 5'



2 WALL 4 - ELEVATION
SCALE= 1"= 5'



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1048 EL CAMINO REAL, SUITE C
REDWOOD CITY, CA 94063

25 - 79 FLORENCE STREET
DALY CITY, CA 94014
APN: 003-401-010 AND 003-401-030

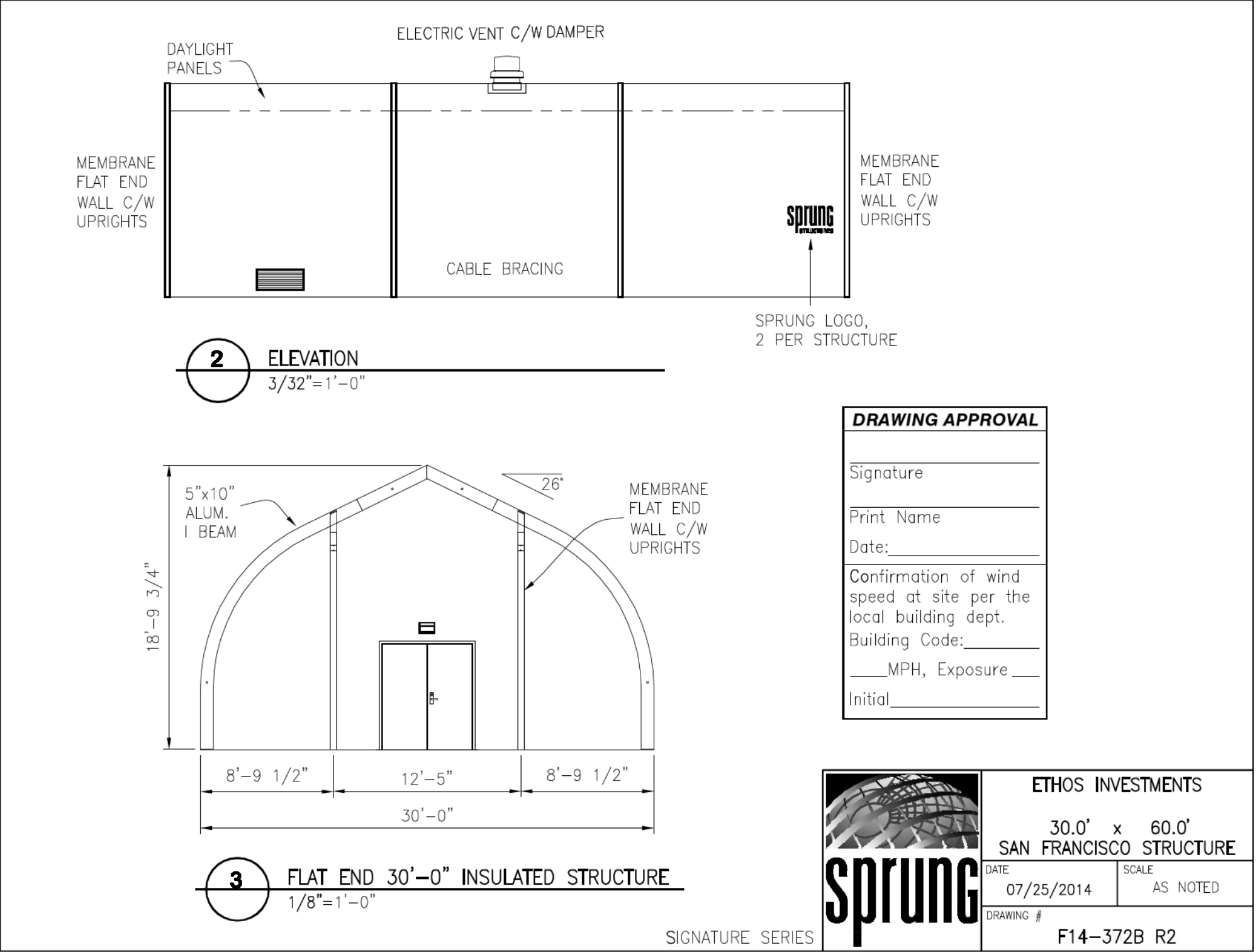
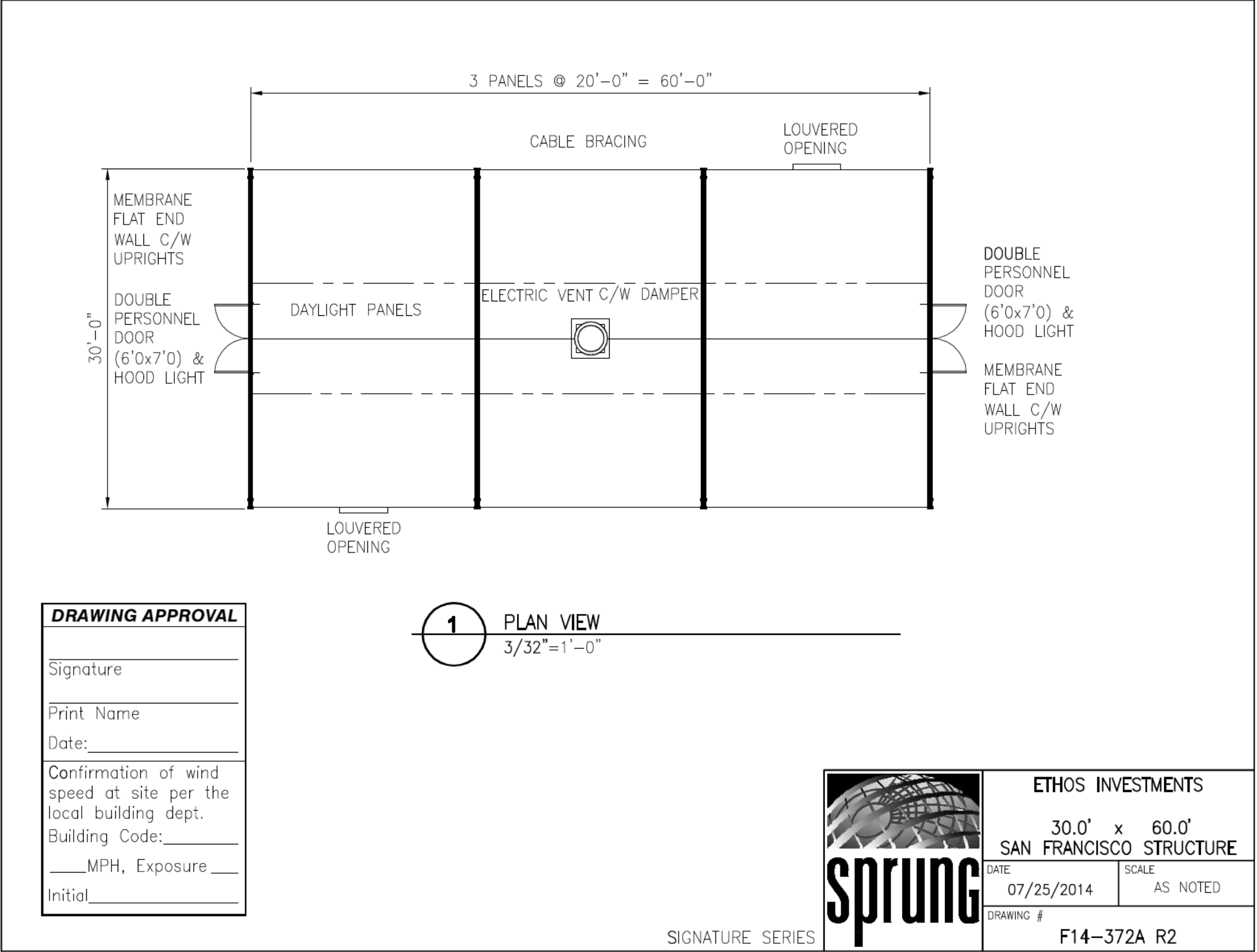
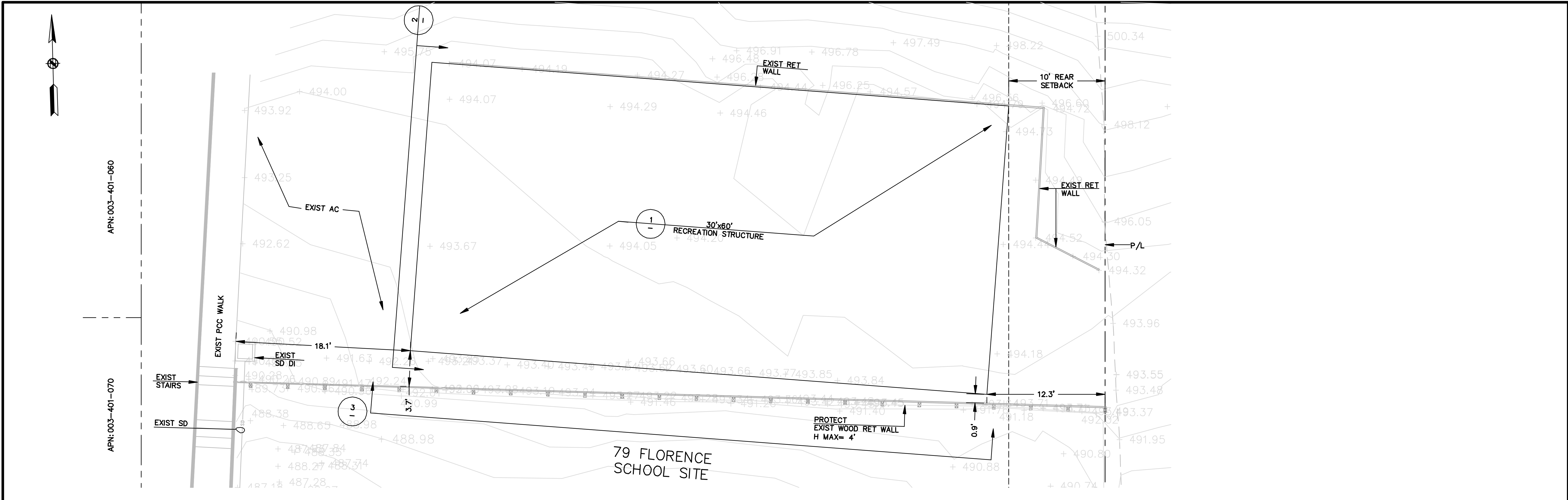
**WALL 2 & 3 AND WALL 4
ELEVATIONS**

REVISIONS				JOB NO. C25-F-15	SHEET NO. C7.0 7 OF 10 SHEETS
NO.	DATE	DESCRIPTION	BY	DATE : 02/02/16	
				DRAWN: DC	
				CHECKED: JET	
				SCALE: 1" = 5'	



DETAILS

REVISIONS				JOB NO. C25-F-15	SHEET NO. C8.0 8 OF 10 SHEETS
NO.	DATE	DESCRIPTION	BY	DATE : 02/02/16	
				DRAWN: DC	
				CHECKED: JET	
				SCALE: NTS	



Sprung Structures

Education



Roanoke City Public Schools - Virginia

High Performance Building Solutions

Tensioned Membrane Structures Available Immediately from Inventory



Gymnasiums

Sprung structures provide significant advantages over conventional construction.

- Available immediately from inventory
- Speed of construction
- Limited to no foundation requirements
- Designed to meet hurricane force winds
- Engineered for permanence, designed for relocatability
- Translucent daylight panels in the peak provide natural light, reducing operating costs
- Energy efficient insulation system
- Clearspan design

Edge School - Alberta, Canada

Our Aluminum Substructure Outperforms Steel

While conventional construction is still relying on steel as its substructure material, your Sprung structure offers greater versatility and performance with an extruded aluminum substructure that arrives on site prefabricated and ready to assemble.



In business since 1887, Sprung has built an international reputation for performing above and beyond our customers' expectations with 12,000 structures in over 100 countries worldwide.



Blackrock College - Ireland



Extruded Aluminum Shapes

Corrosion resistant and 100 percent recyclable, our aluminum components have a higher strength-to-weight ratio than steel. Aluminum extrusions allow for bolted connections which outperform the welded connections found in steel framed structures.



Food Services

The combination of daylight panels in the peak of Sprung structures and attractive glazing walls increase natural daylight, providing an enhanced dining environment.



Grand Canyon University - Arizona, USA

A Superior Insulation System Offers Ideal Heating and Cooling Efficiency

Constant research, testing and development have led to a Sprung structure that provides naturally better climate control. Unlike a metal building that compresses insulation and lowers the R-value, a Sprung structure keeps the insulation much closer to its design thickness for maximum performance and comfort. It also reduces climate-control costs and absorbs sound for better acoustics.

Sprung structures can be erected in a fraction of the time of conventional construction.



Grand Canyon University - Arizona, USA



University of Southern California, USA

Sprung Component Architecture

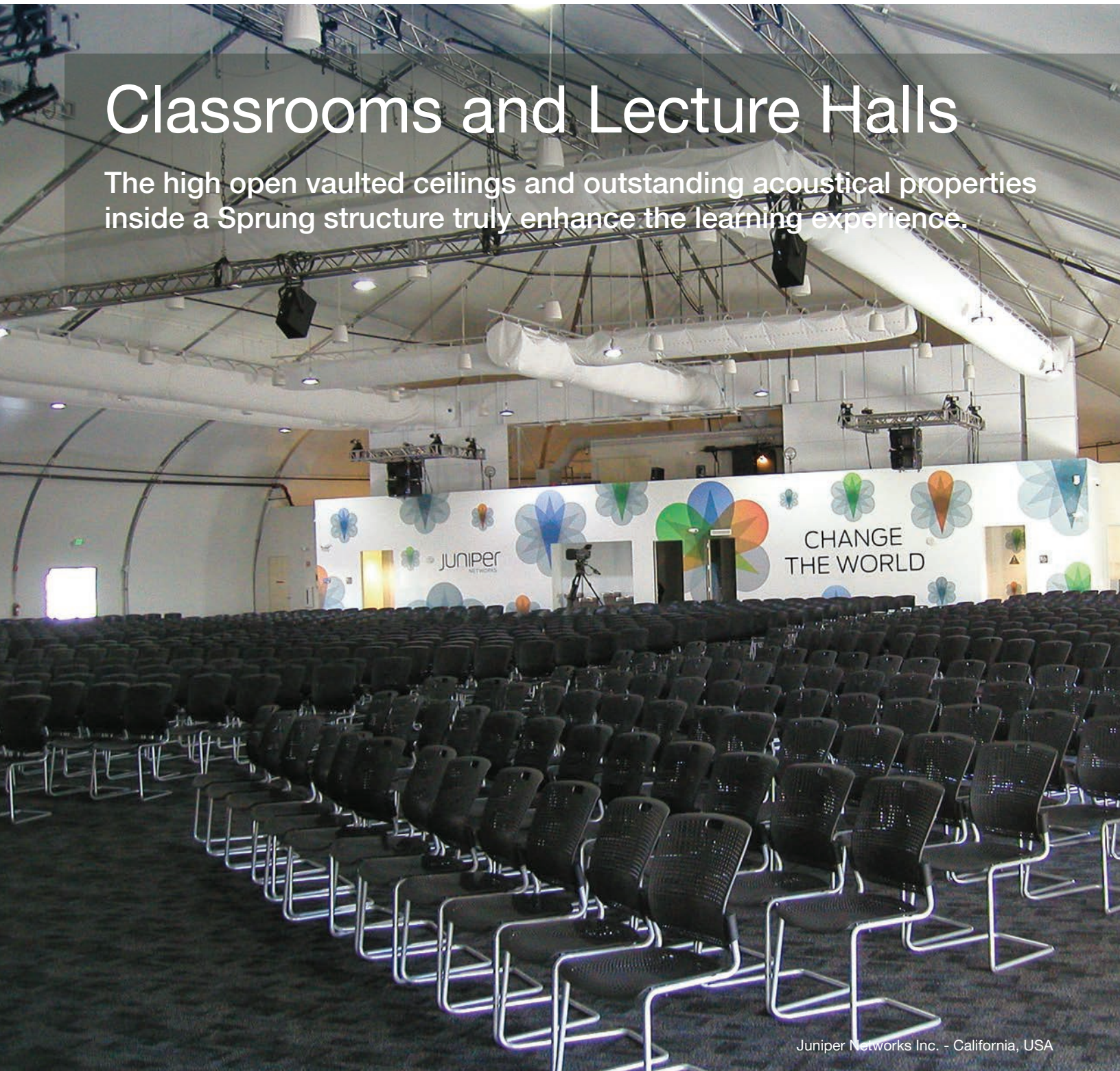
Our sophisticated and patented tensioning system results in a structure with unlimited design potential that is adaptable to almost any environment imaginable. In addition, the Sprung structure reduces climate-control costs with an exceptional well sealed, high R-value optional insulation system.

9" thick R-30 (U-value = .0333) insulation on 100' - 180' wide structures
8" thick R-25 (U-value = .0400) insulation on 30' - 90' wide structures



Classrooms and Lecture Halls

The high open vaulted ceilings and outstanding acoustical properties inside a Sprung structure truly enhance the learning experience.



Juniper Networks Inc. - California, USA

Sprung Buildings are Engineered to Outperform

Sprung invented the tensioned membrane structure that allows for rapid construction, total flexibility, reliability and cost-effectiveness of any short or long-term building project. Sprung tensioned fabric structures provide a completely customizable and relocatable solution.



The clearspan and modular design of a Sprung structure allows for easy reconfiguration for a wide range of applications.



Deslaurier High School - Ontario, Canada



South Carolina Criminal Justice Academy - USA

Performance Architectural Membranes

The exterior architectural membrane is durable and fire resistant. Tedlar and Kynar coated membranes are offered in virtually any color to compliment existing architectural color schemes. Our low temperature arctic membrane is designed exclusively for cold weather installations.



Swing Space

Sprung's durable membrane structure is the solution of choice for education institutions needing fast, reliable building solutions. Available immediately from inventory, Sprung structures are versatile in application and custom design, offer a wide range of exterior color options and efficient insulation packages.



San Francisco State University Annex Library - California, USA

Speed of Construction

A non insulated Sprung structure can be erected at a rate of up to 2,000 ft² (185 m²) per day, a rate that can easily be doubled or tripled with additional labor provided.

A WIDE VARIETY OF ACCESSORIES



Protective door hoods and vestibules divert snow and rain from entrances



Attractive canopies enhance entry points



Connecting a Sprung structure to existing buildings is easy utilizing a connecting corridor

PERSONNEL DOORS, CANOPIES AND VESTIBULES



Enhance the look of your structure by adding a glazing wall



Glazing walls add natural day light



Glazing walls are easy to install

GLAZING WALLS



Graphics

A complementary exterior logo is supplied with every structure



GRAPHICS AND COLOR OPTIONS

Custom color options

Sprung structures Kynar® coated membrane is available in virtually any color

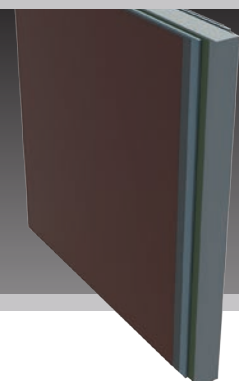


Color options

Wide variety of exterior in-stock color choices

Sprung Shield

This optional hard wall aluminum panel system, available in a variety of colors, is typically installed to the 8' level in locations where vandalism might pose a problem.



Education Support Facilities

Education facilities around the world have utilized Sprung structures for a wide range of building solutions.



Edge School - Alberta, Canada
Two hockey arenas and gymnasium

THE SPRUNG ADVANTAGE

Limited Foundation Requirements

Sprung structures are available in widths from 30' (9 m) wide - 200' (60 m) wide by any length. The aluminum and fabric components that make up a Sprung structure, make it extremely lightweight compared to steel substructures, significantly reducing the size of concrete foundations. Structures can also easily be anchored to existing asphalt or raw earth.



University Research Facilities



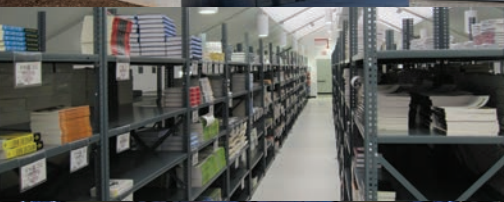
Administration Offices



School Bus Maintenance Facilities



Libraries



Book Stores



Theaters



Lecture Halls



Sports and Recreation

Sprung at Work

Modular Classrooms

Gymnasiums

Lecture Halls

Campus Retail Space

Food Service Areas

Assembly Halls

Community Centers

New School Buildings

Student Study Space

Research Facilities

Modular School Buildings

Swing Space

Hospitality Buildings

Libraries

Bookstores

Laboratories

Theaters

Event Centers

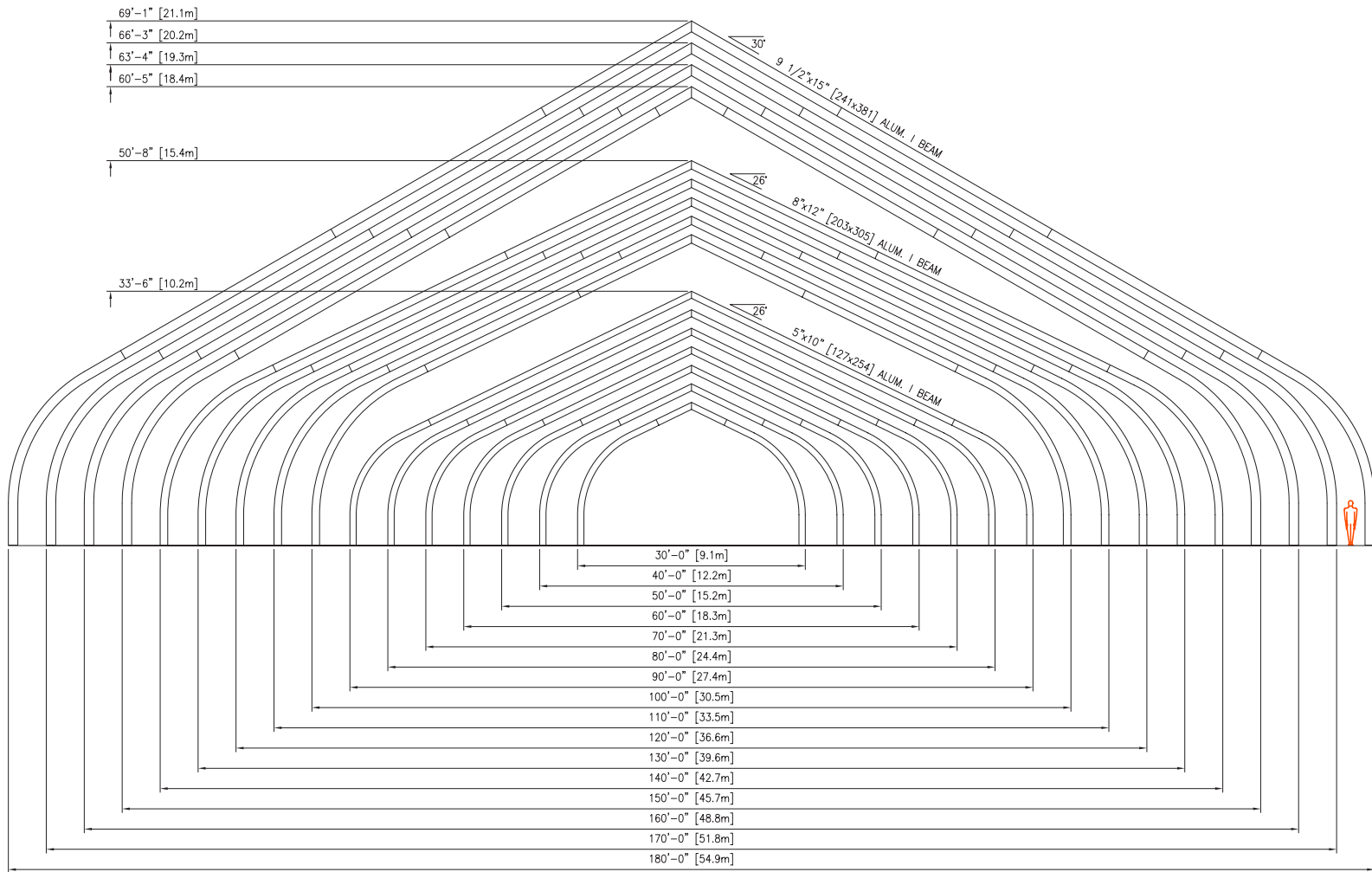
Sports Facilities

Lower Project Costs

Sprung structures are engineered to accelerate construction, lower project costs and reduce operating expenses. Leasing programs are also available from 1-5 years.



Sprung Structures



Contact Us

With manufacturing and distribution centers in North America and the Middle East, and offices around the world, our commitment to service excellence is unparalleled. We welcome your questions, feedback, and inquiries.

USA

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FSC LOGO

North American Toll Free:

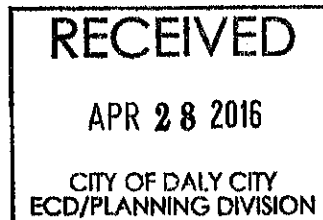
1.800.528.9899

www.sprung.com/education



April 26, 2016

Magnus Chow
51 Florence Street
Daly City, CA 94014



Planning Division
333 90th Street
Daly City, CA 94015

SCANNED
4-28-16

To Whom It May Concern,

My name is Magnus Chow and I own a home in Daly City at 51 Florence Street. I live here with my wife and son and have grown to love the city and neighborhood in my time here. I am writing to inform you of the current situation on the street that I live at. My neighbors on the street as well as up the hill are greatly concerned regarding the Use Permit UPR-10-15-11774 and Design Review DR-10-15-11775 filed by John Sittner of the Hilledale School that I recently became aware of.

Florence Street from Theirs Street to the entrance of the gated Pointe Pacific condominium complex is a narrow north/south "S" shaped street with a steep incline. It consists of a parking lane on the west side of the street, two way traffic up and down, and no parking or stopping on the east side of the street. The street is narrow enough so that cars going north and south have to slow as they pass side by side to avoid a vehicle collision. Most times, a vehicle going one direction will stop to allow the opposite traveling vehicle to pass before proceeding.

Florence Street is also one of only two entrances and exits for the entire gated Pointe Pacific condominium complex. According to friends that I know that reside in this complex, there are more than 300 units which houses hundreds of people. These residents of Pointe Pacific also use Florence Street as their ingress and egress.

Hilledale School has a building at 25 Florence Street, close to the top of the hill near the entrance to Pointe Pacific, and 79 Florence Street, where Theirs Street ends and Florence Street begins. I live in the middle of these two buildings and during school drop off and pickup times, this area of Florence Street becomes a traffic nightmare. Drivers who are dropping off or picking up have complete disregard for the residents of the area as well as the rules of the road.

These drivers will park on the east side of Florence Street either in the red zones or in front of driveways which effectively turns Florence Street into a one lane road in either direction as the road is too narrow. Drivers also double park or park in such a way that half of their vehicle is sticking out into the lane of traffic.

Parents and children crossing the street here also causes issues. There are no crosswalks in this area because of the way the street is laid out so pedestrians cross wherever their cars are parked at.

When these drivers leave, they know that continuing north on Florence Street leads to the gated entrance of Pointe Pacific which is a dead end as none of them live there so they make three point turns. This causes further congestion on this portion of Florence Street because both north and south traffic has to stop while the vehicle in question does this maneuver. These vehicles also use any open driveways to pull into without regard to the residents. I have a concrete planter that extends the length of my driveway to the sidewalk that was hit and damaged, most likely by one of these drivers performing one of these turn arounds.

This is the situation as it is now, twice a day, Monday through Friday. Now I find that Hilldale School has filed to increase enrollment from 119 to 150 students, construct a seven-space parking lot and student drop-off area, and construct a covered outdoor recreation shelter. I have no objections to the new parking lot, drop off area, and outdoor recreation area but myself, my family, and my neighbors would strongly urge you to deny any increase of enrollment as this will further exacerbate the problem.

Thank you for your consideration on this matter.

Sincerely,

Magnus Chow

cc: Mayor Gonzalo Torres, Council Member Raymond Buenaventura, Council Member Judith Christensen, Council Member Michael Guingona



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Amendment to Use Permit UPR-7-13-7618 and Design Review DR-9-13-7619 — Site Plan Revision for Service Station Under Construction at 505 Skyline Drive

Recommended Action

The Design Review Committee, which convened on May 10, recommends that the City Council approve the amended site plan subject to the revised Conditions of Approval as identified herein.

Background

The applicant, Severum, LLC, is requesting a reduction in the number of parking spaces that will be provided at the service station currently under construction at 505 Skyline Drive (see Attachment A – Location Map). The applicant received use permit approval in October 2013 to reconstruct a service station where a service station previously existed at 505 Skyline Drive. In March 2014, the applicant received approval to amend the use permit to expand the canopy size and number of fuel dispensers from two to four.

At the time of the canopy expansion approval, the applicant received approval to reduce the number of off-street parking spaces from 11 to seven. This reduction was allowed by the Zoning Ordinance because the ordinance allows up to fifty percent of the fuel dispensary parking spaces to be counted toward meeting required parking. Because the new canopy provided eight total fuel dispensing positions, a credit for four parking spaces was allowed.

In December 2015, the applicant submitted plans for stormwater treatment review to comply with the requirement to construct on-site stormwater treatment measures mandated by the City's Municipal Regional Stormwater Permit issued to the City by the California Regional Water Quality Control Board. In the initial plans approved for construction, the proposed amount of site disturbance did not require stormwater treatment. However subsequent removal of the site parking lot and drive aisles triggered the need for stormwater treatment measures' construction. Upon being advised of this requirement, the applicant immediately developed a plan for stormwater treatment that included the placement of a flow-through bio-filtration planter on the roof of the service station, which had already been under construction for several months.

Because the proposed flow-through planter would add increased weight to the building's roof, the Building Division required that the applicant submit structural calculations to show that the service station structure and roof could support the planter's additional weight. It was subsequently determined that it would be difficult, if not altogether impossible, given that the framing for the building was already complete, for the roof to do so.

The applicant is therefore developing a plan to construct stormwater treatment within an area on the site that encompasses two to three of the seven required parking spaces. Staff has indicated to the applicant that this will be problematic as this parking reduction could violate the minimum number of parking spaces required by the Zoning Ordinance.

Discussion

Presently, the approved floor plan for the service station includes a 2,100 convenience retail market and 1,200 square foot auto repair. In reviewing the initial proposal in 2013, staff applied the following parking regulations to the project (underlined text applies to this project):

Service Station with Accessory Use—two spaces for the service station: retail accessory use will require an additional one space per three hundred square feet of gross floor area. Car wash accessory uses will require an additional five spaces. Automated car wash queuing lanes may be considered for inclusion in the required parking under a use permit, or at the discretion of the economic and community development director when a use permit is not required if it can be demonstrated that the queuing lanes would not encroach into the drive aisles, ROW or designated parking areas. If more than one accessory use is proposed, then up to fifty percent of the fuel dispensary parking spaces may be considered for inclusion in the required parking under a use permit, or at the discretion of the economic and community development director when a use permit is not required.

and

Auto Service and Repair—one space per seven hundred fifty square feet of gross floor area.

Given the proposed 2,100 square foot convenience retail market and 1,200 square foot auto repair, staff determined that nine spaces were required pursuant to the *Service Station with Accessory Use* aspect of the proposal plus two spaces were required for the *Auto Service and Repair* aspect of the proposal, for a total of 11 parking spaces. Again, these 11 required spaces were reduced to seven required spaces in the 2014 approval of the service station canopy, which granted a credit for four parking spaces. The applicant did however indicate the provision of nine spaces in the site plan approved by the City Council.

Although the applicants civil engineer has not completed his estimation as to the number of spaces that would be replaced by the stormwater treatment facility, the facility could occupy up to three parking spaces, resulting in the provision of only six parking spaces for the project. Staff has provided a site plan to indicate the location of the three spaces proposed for elimination (Attachment B – Revised Site Plan). As discussed previously, staff has indicated to the applicant that a reduction to six spaces would not satisfy the Zoning Ordinance parking requirement.

In reviewing the Zoning Ordinance definition for "gasoline service station," the applicant has noted that the service station land use, encompassing all 3,300 square feet of the service station, *includes* light auto repair and that the parking requirement should *not* have included a second requirement for parking under the Auto Service and Repair land use. The Zoning Ordinance defines a "gasoline service station" as "a business where the principal use involves the retail sale of gasoline or other automotive engine fuel, motor oil and other lubricants. It may also include the sale of minor accessories or parts, (e.g., windshield wiper blades, tires, fan belts, replacement bulbs or similar accessories) and services (e.g., engine tune-up, smog certificate testing, repairing tires or similar services)."

The applicant is therefore asserting that the entire 3,300 square foot station requires nine parking spaces minus the credit for four spaces under the canopy, for a total requirement of five parking off-street spaces. As indicated in the revised site plan, the applicant would still be able to provide six parking spaces.

In reviewing the Zoning Ordinance parking requirements and the proposed location of the three spaces to be eliminated, staff remains concerned about only six parking spaces being provided for a convenience market and auto repair operating simultaneously on the site. Although the present Conditions of Approval limit auto repair services to only those performing same-day service, staff is recommending that the City Council approve a modification to the site plan subject to an additional Condition of Approval limiting the use of the automotive repair bays to smog check and oil change, i.e., “while-you wait,” automotive services. Additionally, staff is recommending that the City’s standard Conditions of Approval related to stormwater treatment now be incorporated into the use permit. All the proposed revisions the existing Conditions of Approval are identified in the revised Conditions of Approval below.

In proposing the additional restriction on the automotive repair bays, staff is seeking to minimize the potential for vehicles to be parked on-site for longer period during the day, thereby reducing the potential for parking impacts to the adjacent neighborhood. However, should the applicant’s civil engineer determine that only two spaces are required for elimination, i.e., seven remaining spaces would be provided, the project would, using the code interpretation discussed above, technically meet the Zoning Ordinance parking regulations and therefore the requirement that the applicant use the automotive repair bays only for smog check and oil changes services should not be imposed.

Revised Conditions of Approval (see underlined text)

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. Within thirty (30) days of Council approval, the applicant shall file with the City Clerk a Declaration of Acceptance of all conditions. Until said declaration is filed, the project shall not be granted for any permits sought from the City.
2. If building permits are not issued and construction diligently pursued within one year of approval of the use permit approval, the use permit shall become invalid.
3. The applicant shall submit signage material details for review and approval by the Planning Division.
4. The Use Permit and Design Review shall be valid for a period of one year from the date of City Council approval. The approval shall terminate if a building permit has not been obtained and construction commenced within one-year of City Council approval of the project.

Operational Requirements and Restrictions

5. All new floor space shall be devoted to the retail sale of visitor serving goods and merchandise such as snacks, beverages, maps, and similar products. Deliveries to the service station shall occur during daylight hours only.
6. Truck and trailer rental operations and other similar uses that do not further the visitor-serving objective shall be prohibited at the site. Rental vehicle drop-off shall be prohibited.
7. Auto repair performed at the subject site shall be limited to automobile maintenance and minor repair such as oil changes, and tire, shocks, and brakes replacement involving same day service.
8. Outdoor overnight storage of vehicles shall be limited to two vehicles.
9. The use of the public right-of-way to store vehicles waiting for repair, or for any on- or off-loading of vehicles, for any duration, shall be prohibited.
10. Auto repair performed at the subject site shall only occur between the hours of 7:00 AM to 6:30 PM, Monday through Saturday, and from 9:00 AM to 4:00 PM on Sunday.
11. Auto repair shall occur in the interior repair bays only, i.e., not in outside parking spaces.
12. The number of vehicles on-site awaiting repair or pick-up shall not exceed four.
13. No vehicle shall be stored on site for more than five contiguous days.
14. Repair work shall be limited to vehicles with one-ton or less carrying capacity. Work on vehicles up to two tons may occur, but shall be limited to two such vehicles per week.
15. Repair of boats and other large vehicles shall be prohibited.
16. Washing any vehicle shall be prohibited.
17. The use of exterior lighting shall not result in adverse glare to adjacent residential neighbors. Should the Planning Division determine that exterior lighting is causing adverse glare, the applicant may be required to make adjustments to lighting, provide additional shielding to lights, or reduce or eliminate the use of certain lights to comply with this Condition.
18. The service station shall continually provide water and air pump dispensers to customers. These dispensers shall be relocated so as to provide easy access to at least one parking space on the site.
19. The service station shall continually provide functioning bathroom facilities to customers.

Building and Site Design

20. The applicant shall revise the project plans to identify the placement of a slurry seal over the entire parking lot. The seal shall not include work that results in the removal of existing asphalt surfaces. Once the seal is applied, the applicant shall restripe the lot in conformance with the approved parking lot layout.
21. The applicant shall revise the project plans to include the placement of a trash enclosure on the site. The enclosure shall be constructed from concrete (CMU is acceptable) with decorative cap, painted to match the building color, and shall receive a powder-coated metal door painted to match the building color. The capacity, design, and location of the structure shall be approved by both the Planning Division and Allied Waste Services prior to incorporation in the project plans that are submitted to the Building Division for permit issuance. The enclosure shall not displace required parking or landscaping.
22. The propane tank and existing Healy tank shall be painted to match the color of the service station building. The propane tank shall not stand upright and shall instead be arranged horizontally on the site.
23. The applicant shall replace the existing wood fence at the southern property boundary with a six foot masonry wall, except along the adjacent residential zone setback area (15 feet from front property line), where the wall shall be reduced to three feet in height. The wall shall be painted the color of the service station building on all sides, and shall receive a decorative cap. The proposed wall design, location, height, and painting requirements shall be identified in plans submitted for the service station building permit.
24. Any new rooftop mechanical equipment shall be completely screened from view in a manner acceptable to the Planning Division.
25. The applicant shall restripe the customer parking and sales lots in conformance with the approved parking lot layout. All parking spaces shall conform to the Daly City Zoning Ordinance parking dimensions. All parking spaces shall receive wheel stops.
26. The applicant shall develop a more-detailed landscape plan for the Westmoor Avenue and Skyline Drive street frontages. The landscape plan shall incorporate an irrigation system, be of a design quality to the City's satisfaction, and shall serve to increase the overall visibility of the station and gasoline pump island from SR35. All landscaping shall be installed prior to final building inspection.
27. The applicant shall architectural integrate the canopy to the convenience store/auto repair building. At a minimum, the canopy shall provide the same architectural treatments such as body and trim color, veneer treatment, and similar design measures to architecturally unify both.
28. Should the final number of parking spaces be reduced to six, the use of the automotive repair bays shall be limited to smog check and oil change, i.e., "while-you wait," automotive services, as approved by the Planning Division.

Stormwater Treatment

29. The applicant shall develop and submit a stormwater management plan that illustrates full compliance with Section C.3 of Order R-2-2009-0074 NPDES Permit No. CAS612008. The project must comply with Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.
30. The applicant shall receive approval of the stormwater management plan from a third-party reviewer appointed by the City prior to building permit approval. The applicant shall pay the entire cost of the third-party reviewer.
31. All stormwater treatment facilities shall be inspected during construction to ensure eventual compliance with the stormwater management plan. The applicant shall pay the entire cost of these inspections.
32. The applicant shall enter into a Maintenance Agreement with the City to ensure long-term maintenance and servicing by the Property Owner of stormwater site design and treatment control measures according the approved Maintenance Plan.
33. The applicant shall arrange and pay for final inspection of installed treatment measure by municipality's Special Inspector within 45 days of installation or project construction completion, whichever comes first.

Signs

34. All signs at the subject property shall receive sign permits and shall remain in conformance with the Daly City Municipal Code. Banners, streamers, balloons, and any other device intended to attract visual attention shall be prohibited. Box signs shall be prohibited, except where allowed on the monument and pole sign.
35. The monument sign at the Westmoor/Skyline Drive intersection shall be reduced to six feet total height.
36. All signs shall be architecturally integrated to match the building on the site. For example, the monument sign at the Westmoor/Skyline Drive intersection shall receive a solid base, with veneer and decorative trim and cap to complement the design of the new service station.
37. Illuminated wall signs above the auto repair bays shall be prohibited, as shall illuminated signs on the canopy south elevation.

Site Maintenance

38. The site shall be maintained in a safe, sanitary and litter free condition at all times.
 - a. No outside storage shall be allowed, except in the approved trash enclosure area.

- b. Doors to the trash enclosure area shall be kept closed except when necessary to dispose of trash or to store material to be recycled.
 - c. The buildings and appurtenances shall be painted as often as necessary to maintain a weatherproof coating.
39. A maintenance plan for on-site litter control acceptable to the Public Works Streets Supervisor shall be submitted by the applicant and will include:
- a. All sidewalks, walkways, driveways, parking lot facilities, and easements within and adjacent to the property, including weeds. The requirement shall not apply to adjacent State-owned highway.
 - b. All outdoor storage areas shall be screened from public view.
 - c. Garbage storage areas are to be kept sanitary and free of litter and debris.
 - d. During construction, litter and construction debris shall be put into closed containers at the end of each day. Subsequent to construction activity, all recyclable material shall be stored exclusively inside the recycling material enclosure area.
 - e. The accumulation of trash in the garbage dumpster or located anywhere on the premises shall be removed and disposed of in a proper manner. Motor oil that has accumulated in parking stalls and driveway areas shall be cleaned as soon as possible to prevent oil from entering the storm drain system.
40. The applicant shall submit a site maintenance program that includes maintaining the sidewalk area in front of the business prior to the issuance of any building permits.

B. ENGINEERING DIVISION

41. The applicant shall upgrade to current standards the accessibility conditions of the site frontage, including primarily the ADA ramps at the Westmoor Avenue/Skyline Drive intersection, the sidewalk, and driveways.
42. All boundary line fences shall be on private property.
43. The project plans shall be revised to show correct location of right-of-way lines, including those of Caltrans and the City of Daly City. All work on City of Daly City right of way shall require a permit form City's Public Works Department.
44. The project shall provide on-site trash capture on a minimum of 90 percent of all storm runoff.

C. DEPARTMENT OF WATER AND WASTEWATER RESOURCES

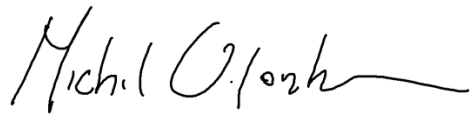
45. All costs associated with any improvements required by the City as a result of this project shall be borne by the applicant.

46. The applicant shall verify the intent to abandon or reuse the existing sewer lateral. If the intent is to reuse, applicant must video inspect and perform a watertight test that is subject to review by DWR. A DWR representative shall be on site during the testing and televising. If the lateral is not to be used the lateral shall be abandoned per Section 02720, 3.08 of the City of Daly City Standard Specifications and Drawings. The abandonment shall be completed prior to any demolition of the previous building or construction of the new building. All costs associated with the testing, video inspection and abandonment shall be borne by the applicant.
47. The applicant shall verify the intent to abandon or reuse the existing water service. Only copper or ductile iron services shall be reused. If the intent is to reuse, applicant must provide evidence of the material type to DWR/Engineering. If the service is not to be used, the service shall be abandoned per Section 02710, 3.15 of the City of Daly City Standard Specifications and Drawings. The abandonment shall be completed prior to any demolition of the previous building or construction of the new building. All costs associated with the abandonment shall be borne by the applicant.
48. RP type backflow devices are required for all water services.
49. All costs associated with any improvements required by the City as a result of this project shall be borne by the applicant.

D. BUILDING DIVISION

50. The applicant shall obtain the opinion of a licensed structural engineer to determine the structural integrity of the gasoline station canopy. The engineer's report shall be submitted to the City at the time of building permit and any recommendations identified in the report shall be incorporated into the plan submittal.

Respectfully submitted,



Michael VanLonkhuysen
Planning Manager



Tatum Mothershead
Director of Economic and Community
Development

Attachments

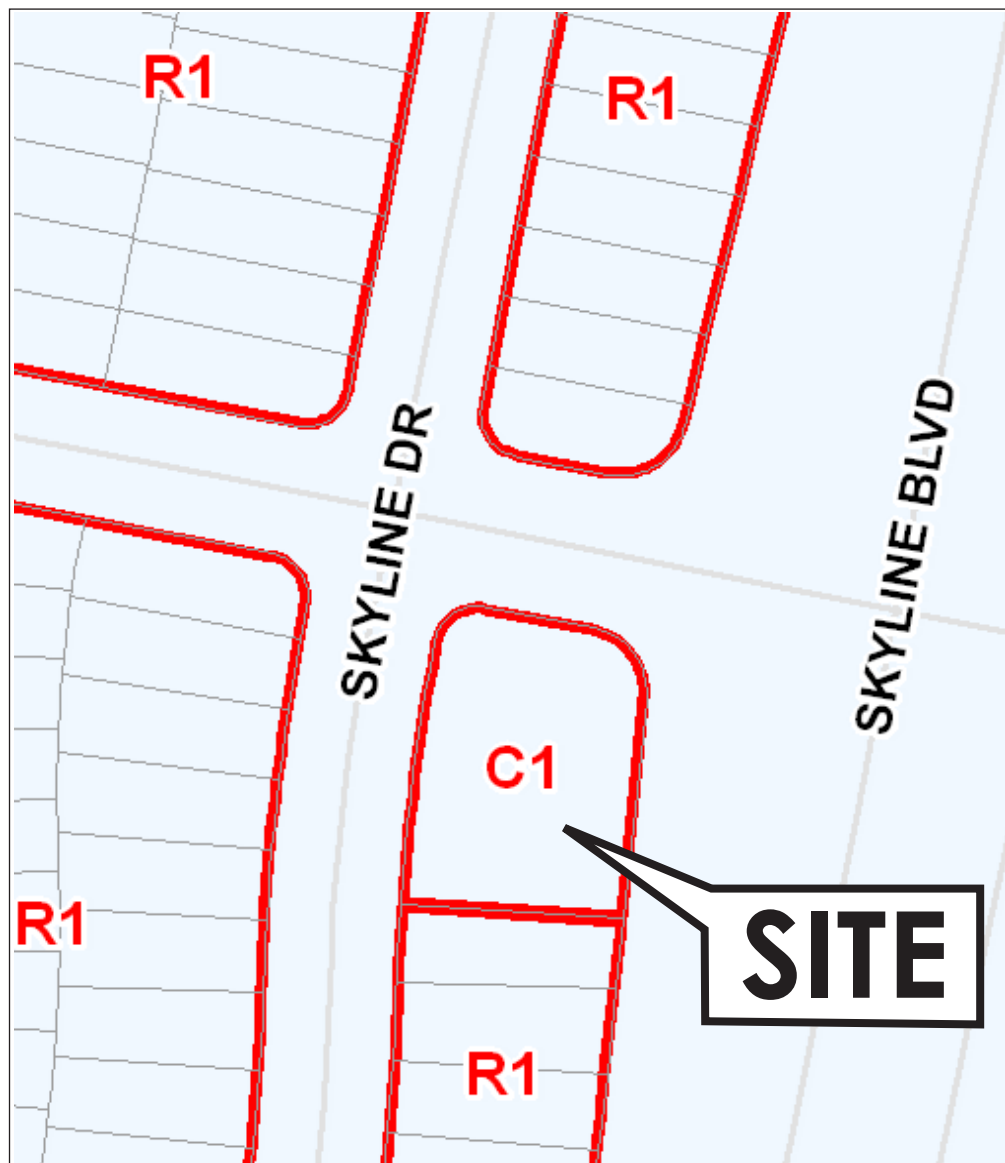
Attachment A – Site Location

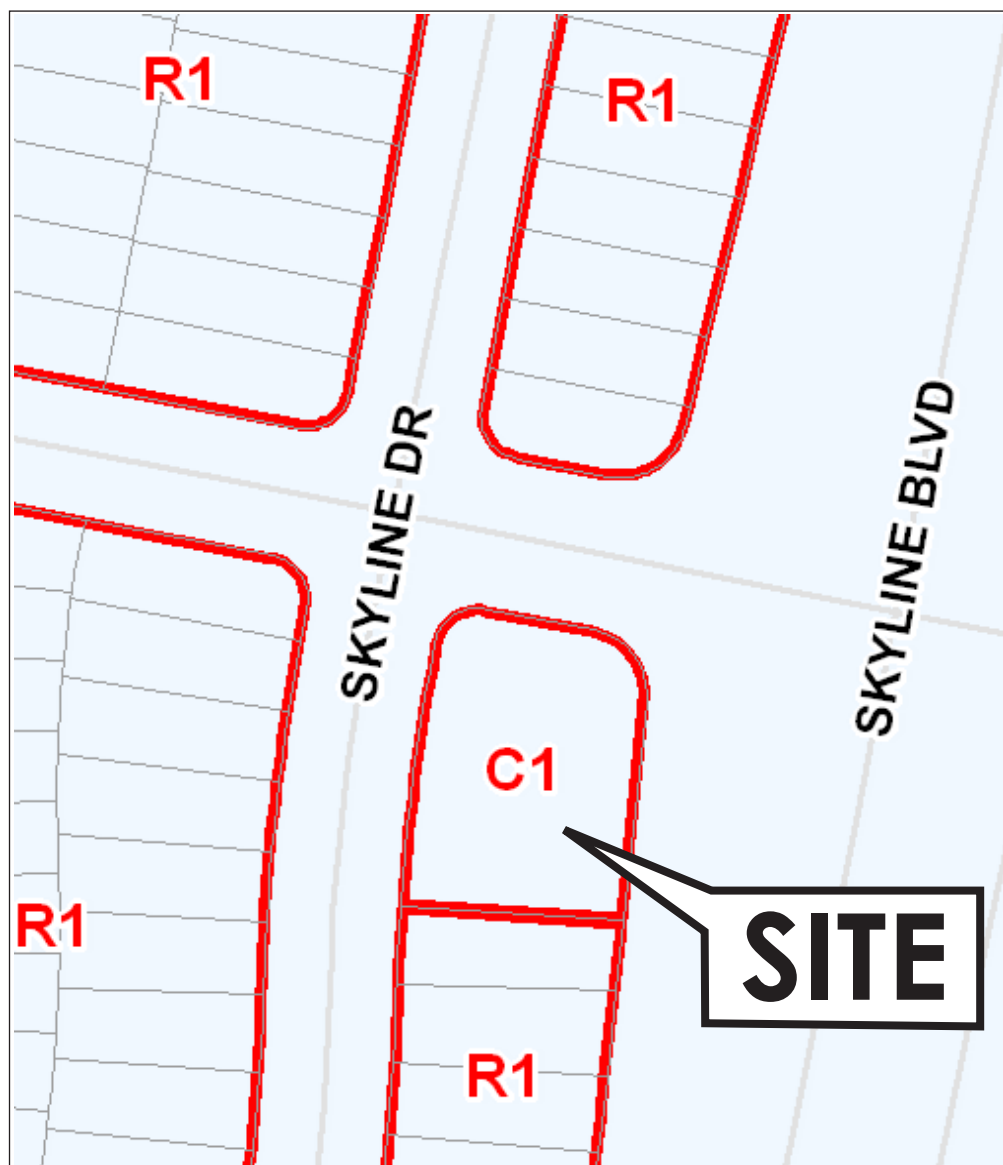
Attachment B – Revised Site Plan

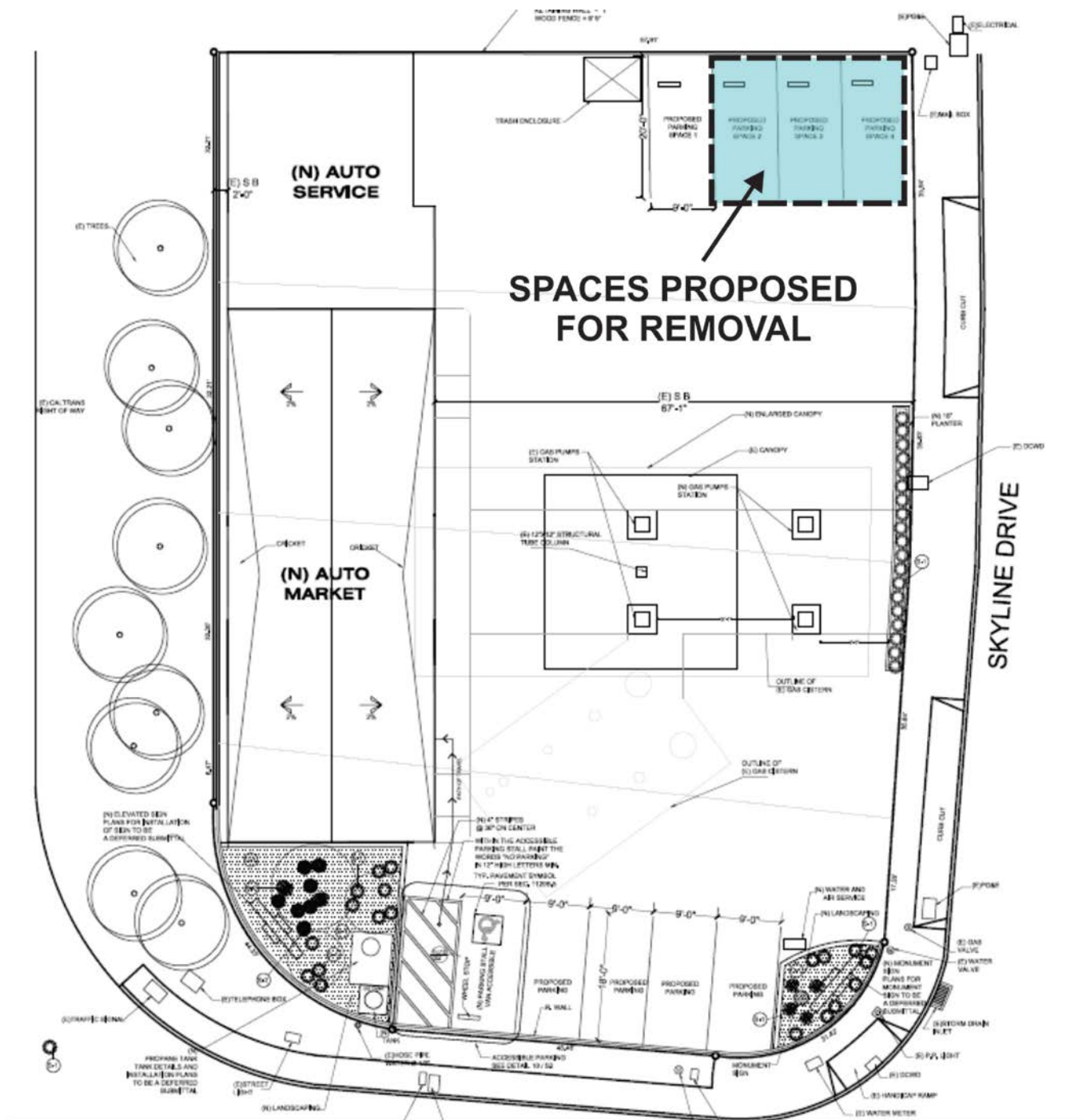
LOCATION MAP



Use Permit UPR-7-13-7618 and
Design Review DR-7-13-7619
505 Skyline Drive (APN 008-053-010)
Construction of new gasoline service station
City Council Review









City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

Subject: Use Permit UPR-2-16-11921 and Design Review DR-2-16-11922 – Mixed-Use Building at 7310 Mission Street

Recommended Action

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

Planning Commission Discussion

On May 3, 2016, the Planning Commission voted 3-0 (Commissioners Satorre and Tallerico absent) to recommend the City Council approve Use Permit UPR-2-16-11921 and Design Review DR-2-16-11922. Thomas Benedetti, resident at 98 Vale Street, expressed concern about the potential lack of parking associated with the project. Commissioner Edelman asked the applicant if additional rent would be charged for parking spaces. Greg Roja, the applicant, responded that parking would be included in the rent. Commissioner Crump clarified that during the evening hours when the dentist office was closed, all parking spaces would be available to residents.

Background

The applicant, Greg Roja, requests approval to construct a three-story mixed-use building on a property which is presently being used as a used automobile dealership at 7310 Mission Street, near the corner of Mission and Vale Streets (see Attachment A – Location Map). The project consists of a basement parking garage, a dentist's office at the street level, two two-bedroom apartments at the second floor, and a roof deck with a one-bedroom penthouse apartment at the third floor.

The site is zoned C-1 Light-Commercial with a General Plan Land Use designation of Commercial – Mixed Use. Because the proposed building contains residential dwelling units, a use permit is required.

Project Description

The proposed building would contain 5,161 square feet of basement area with nine parking spaces within an automated parking lift and two regular compact parking stalls, for a total of 11 parking spaces. At the street level, the building would provide 1,732 of professional office space for the dentist's office. The second floor would be comprised of two, two-bedroom residential apartments. One would be 2,007 square feet and the other would be 1,345 square feet. The building also includes a 996 square feet penthouse type apartment and a deck with a lap pool and a Jacuzzi over an open court (see Attachment B – Project Plans). The site is surrounded by a mixture of urban uses, consisting of housing, office, and commercial uses. The front portion of the site is currently leased to Sutton Auto Sales and the rear of the parcel is vacant and has approximately 10 feet drop below grade than the rest of the parcel.

The applicant has stated that the property owner, who is a dentist, would be relocating her dental practice from Westlake Shopping Center to the professional office component of the project. The applicant is also of the impression that the property owner would occupy the penthouse unit by the roof deck while the two apartments would be leased.

Site Design

The pedestrian entry way on the right side of the building street level would be surfaced with brick tiles. This entry plaza leads into the dental clinic reception area. Further to the right side of the building would be the stairways and the elevator providing access to the second level where the residential component of the building would be located. A vehicle ramp would lead from Mission Street into the basement parking area where the mechanical parking stalls and the storage facility would be located.

Access from the apartments to the basement garage would be provided by a stairway and an elevator located near the reception area. Within the same area, there is the building's trash holding area. An employee would be assigned to take the trash out of the building during the Allied Waste trash pick-up days. The pickup location must meet Allied Waste requirements for solid waste and recyclable materials. A condition of approval is included to that effect.

The proposed building would occupy almost the entire site, which is presently used as a portion of the Sutton Auto Sales business located on the adjacent parcel situated at southwest corner of the Mission/Vale intersection. The owner of the subject property presently leases the property to Sutton Auto Sales. Access to the Sutton Auto Sales property is provided by a shared driveway in Mission Street, which would be impacted by the development of the subject project, and a smaller driveway access located closer to the Mission/Vale intersection. The drive aisle and parking configuration of the Sutton Auto Sales use would also be impacted by the proposal.

To address these impacts, staff is recommending a Conditions of Approval be placed on the project which require that the applicant improve the public right-of-way from the Mission/Vale intersection through the entire project frontage. The improvement plan would eliminate both existing driveways and, aside from the project driveway, provide a single driveway to the adjacent property at 7300 Mission Street that would be capable of providing simultaneous vehicular ingress/egress. The driveway location and dimension would be approved by the City Engineer.

In association with the first requirement above, the applicant would complete improvements in the public right-of-way, including repair/installation of sidewalk to Vale Street, street trees with decorative tree grates, and replacement of the brick pavers that exist at the site frontage.

Use Permit

The Zoning Ordinance requires a use permit for commercial buildings containing residential uses in the C-1 Light Commercial zone. Accordingly, staff has evaluated the project pursuant to the Title 17 (Zoning) and offers the following analysis:

Parking and Circulation

The 11 parking spaces proposed would exceed the 10 parking spaces required by the Zoning Ordinance. The following table presents a summary of the Zoning Ordinance parking requirement and how the proposed building satisfies the requirement:

Use	Square Footage / Unit Count	Parking Requirement	Total
Office	1,732 square feet	1 space per 300 square feet	6 spaces
Residential	2 two-bedroom apartments	2 space per unit	4 spaces
Residential	1 one-bedroom apartment	1.5 spaces per unit	2 spaces

Non-discounted total requirement 12 spaces

Total after 20 percent mixed-use parking reduction applied 10 spaces

As indicated in the table, staff is recommending that the 20 percent parking reduction for mixed-use building be allowed for the project. The Zoning Ordinance permits such a reduction for mixed-use building in which the entire building will be under one management, which is the case for the subject proposal.

As indicated in project description, nine of the 11 proposed parking spaces would be provided by the mechanical parking device and the other two spaces, including the building's sole accessible space, would be located across the drive-aisle from the device. Autos entering the mechanical device would do so at the furthest left space, thereby providing ample room for vehicles to enter and exit the device.

Of some concern to staff is the allocation of mechanical spaces between the residential and office portions of building, and the high potential for persons visiting the dental office for the first time to be unfamiliar with how the mechanical parking device functions. Staff is therefore recommending a Condition of Approval that the building's nine mechanical parking spaces be used exclusively by the building's residential occupants and office employees. The City Council should be aware that the effect of this proposed Condition of Approval would be to restrict office space patrons to using a single non-accessible space, which should be taken into consideration for granting the 20 percent reduction. Staff does however support the reduction given the proposed building's transit proximity and the general availability of street parking in the areas adjacent to the building.

Additionally, staff is recommending a Condition of Approval that, should the applicant choose to install an electronic gate at the entrance, that the gate must not restrict access to the aforementioned parking space during business hours by dentist office patrons.

Building Height

The maximum height allowed in the C-1 Light Commercial zone is 36 feet. The building height calculation is taken from an average of the building mid-point, at each of the four building elevations. Pursuant to the Zoning Ordinance, the maximum building height envelope is then tapered at 45-degree angle from the 36th foot, allowing for buildings that are taller than 36 feet, so

long as they are recessed toward the site interior. At 28 feet average height, the proposed building conforms to the maximum building height regulations.

Development Intensity

The General Plan Future Land Use Map designates the project site as C-MU Commercial Mixed-Use, which anticipates mixed-use buildings in the Mission Street Corridor. As described in the General Plan Land Use Element, the floor area ratio (FAR) for land uses within the corridor typically ranges between 1.0 and 6.0. The mixed-use building would be approximately 13,443 square feet (including the parking garage) on an approximately a 5,171 square foot site, representing a 2.6 floor area ratio (FAR), well within the 6.0 FAR anticipated by the General Plan.

Architectural Design

The applicant has proposed contemporary exterior architecture for the building, in keeping with the design concepts of newer buildings recently constructed or under construction in the Mission Street Corridor. The building's front façade includes a stucco finish, wood siding, and aluminum-frame windows. In a effort to reduce massing from the Mission Street, much of the third floor would be set back significantly from the front of the first and second floors. Similarly, the rear of the building would be set back from the adjacent residential use to the west. The left (north) building elevation, which would be the most visible side elevation from southbound Mission Street would receive an attractive architectural element incorporating wood siding (see Attachment C – Perspective Rendering).

Overall, staff is satisfied with the project architecture and has no recommended Conditions of Approval related to the building design.

Zoning Ordinance and General Plan Consistency

The site is zoned C-1 Light-Commercial with a General Plan Land Use designation of Commercial – Mixed Use (C-MU). The C-1 zoning and C-MU land use designation allow residential and retail/office uses in the same building, subject to use permit and design approval.

As discussed in the preceding use permit analysis, the floor area ratio (FAR) for land uses within the Mission Street corridor typically range between 1.0 and 6.0. The proposed building with 13,443 square feet on a 5,161 square foot development site represents a 2.6 FAR, well within the 6.0 FAR anticipated by the General Plan.

Utility Providers

The subject property is located within a fully urbanized area with all public services likely capable of serving the development. However, as a Condition of Approval, the City has required that the applicant develop water and sewer studies to identify where upgrades to existing utilities may be required. Any upgrades in the system deemed necessary will be the applicant's responsibility.

<i>Utility</i>	<i>Provider</i>
Water, Sanitary Sewers, Storm Drains	City of Daly City
Gas & Electric	PG&E
Telephone	AT&T
Cable Television	Comcast
Fire/Police Protection	North County Fire Authority/City Daly City

Fiscal Analysis and Impacts

The construction of the proposed mixed-use building would add an incremental demand for City services. Prior to project completion, the project applicant will be required to pay building permit, plan check, and AB 1600 fees to the City.

Environmental Assessment

The proposed building is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, (State CEQA Guidelines) Section 15332 – In-fill Development. Section 15332 makes specific findings that must be made in order to qualify for this exemption.

Findings

The Planning Commission has found that, as conditioned, the approval of Use Permit UPR-7-14-11921 and Design Review DR-2-16-11922 would be in compliance with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed project will not be detrimental to the health, safety, morals, comfort and general welfare of persons residing in or working in the neighborhood, or be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the City. These findings are based on the following facts:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council will conduct a public hearing on May 23, 2016; notice of said hearing was published in a newspaper of general circulation on May 13, 2016, posting and first class mailing to property owners within 300 feet;
2. The proposed mixed-use building is consistent with the General Plan. The Land Use Element designates the project site as C-MU Commercial Mixed-Use, which anticipates mixed-use residential and office construction within the Mission Street corridor.
3. As described in the General Plan Land Use Element, the floor area ratio (FAR) for land uses within the Mission Street corridor typically range between 1.0 and 6.0. The proposed building with 13,443 square feet on a 5,161 square foot development site represents a 2.6 FAR, well within the 6.0 FAR anticipated by the General Plan;
4. The proposed mixed-use building complies with applicable provisions of the Title 17 (Zoning) of The Daly City Municipal Code, include Chapter 17.20 – C-1 Light Commercial District, Chapter 17.34 – Off-Street Parking and Loading, Chapter 17.44 – Use Permits and Chapter 17.45 – Design Review;

5. The proposed mixed-use building complies with the Zoning Ordinance parking requirement. The proposed number of parking spaces conforms to the number of spaces required by the City's Zoning Ordinance for a mixed-use development;
6. The proposed mixed-use building merits use permit approval, as the building would be compatible with existing adjacent uses, adequate utility and infrastructural capacity exists within close proximity to serve the site, and the provision of parking is adequate and, as designed, would not have a detrimental impact to the adjacent neighborhood;
7. General site considerations, including site layout, open space and topography, orientation and location of buildings, vehicular access, circulation and parking, setbacks, heights, walls, public safety and similar elements have been designed to provide a desirable environment;
8. General architectural considerations have been incorporated in order to ensure the compatibility of this development with its design concept and the character of on-site signage. These considerations include, but are not limited to, the character, scale and quality of the design, the architectural relationship with the site and other buildings, building materials, and colors;
9. General landscape considerations of Chapter 17.41, Landscaping, will be provided to ensure visual relief, to complement buildings and structures and to provide an attractive environment for the enjoyment of the public; and
10. The project will minimize the risk to existing public improvements and adjacent private property by providing controlled stormwater runoff from the site to City facilities in full compliance with Order R-2 NPDES Permit No. CAS612008 and Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.

Conditions of Approval

The Planning Commission recommends approval Use Permit UPR-2-16-11921 and Design Review DR-2-16-11922, subject to the following conditions and Daly City General Conditions of Approval. Minor deviations from the conditions of approval may be approved by the Planning Division. Significant deviations will require review and approval by the Planning Commission and City Council.

A . DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. The applicant shall file a Declaration of Acceptance of the Conditions of Approval with the City Clerk within thirty (30) days of City Council approval. Until said declaration is filed, the approvals of Use Permit UPR-2-16-11921 and Design Review DR-2-16-11922 shall not be valid for any purpose.

2. The project shall be valid only in conjunction with detailed plans submitted with this project. Any modifications required, due to the Conditions of Approval, and minor changes to the plan, must be reviewed and approved by the Planning Division prior to the change. Major site or architectural modifications shall be treated as an amendment and shall be subject to review by the Planning Commission and City Council.
3. The approvals granted herein shall be valid for a period of one year. If building permits have not been issued within this timeframe, the applicant shall apply for a time extension.

Site Design

4. The applicant shall improve the public right-of-way from the Mission/Vale intersection through the entire project frontage, plans for which shall be submitted at the time of building permit application. The improvement plan shall eliminate both existing driveways and, aside from the project driveway, shall provide a single driveway to the adjacent property at 7300 Mission Street which shall be capable of providing simultaneously vehicular ingress/egress. The driveway location and dimension shall be approved by the City Engineer. The plan shall include the repair/installation of a sidewalk to Vale Street, street trees with decorative tree grates, and replacement of the brick pavers that presently exist at the site frontage or where removed to reconstruct the aforesaid driveways.
5. Should the applicant choose to install an electronic gate at the entrance to the building that the gate shall not restrict access to parking spaces allocated to dental office patrons during business hours.
6. The design of any common property line or retaining walls which may be necessary to build the project shall be reviewed and approved by the Planning Division. Walls highly visible from off-site locations shall incorporate high quality materials and finishes, and shall receive a color approved by the Planning Division.
7. Backflow preventers shall be concealed and/or screened from public view to the satisfaction of the Daly City Community and Economic Development Director prior to issuance of building permit.
8. The building's nine mechanical parking spaces shall be used exclusively by the building's residential occupants and office employees.

Building Design

9. The applicant shall, prior to building permit submittal, provide a sign proposal for Planning Division review and approval. The final building elevation design shall consider sign placement and plans submitted for building permit approval shall reflect such placement. The program reflect potential sign locations for dental office tenants, restrict all building signs to street level, incorporated into the project to guide dental office patrons to appropriate parking spaces.

10. All canopies, metal trim elements, and/or residential balcony materials shall be wood or other material with a demonstrated ability to withstand the local climate. Wood shall receive weatherproof treatment. Any metal materials shall be galvanized;
11. All rooftop mechanical equipment shall be screened from the view of all adjacent public rights-of-way by screen walls, painting, and similar treatments acceptable to the Planning Division. The Planning Division may require screenwalls for equipment located within 20 feet of the rooftop parapet wall.
12. The applicant shall provide establishment, and where necessary, long-term irrigation to all trees, shrubs, and groundcover.
13. The applicant shall triple-stake all trees, including street trees, and this staking shall be subject to initial inspection by the City. Trees shall remain triple-stake through the establishment period.
14. The planted trees shall be 24-inch box.

B. ENGINEERING DIVISION

15. Plans submitted for building or grading permit shall show all existing and proposed utilities, on-site and in the street, including water, sanitary sewer, and storm drain mains.
16. The project's electrical transformer shall not be installed within the public rights-of-way.
17. The applicant shall be financially responsible for all project-related storm drainage improvements on- and off-site, as required and approved by the City Engineer in accordance with City Standards.
18. The applicant shall replace the City sidewalk fronting the subject parcel as necessary to repair construction damaged areas and driveway conformance to the garage ramp.
19. An encroachment permit is required prior to any work or underground utilities installation within the public right-of way.
20. Following new utility installation, the applicant shall replace areas of street pavement, sidewalk, curb, and gutter damaged by construction. Such repair shall be per City standard specifications.
21. All roof drainage shall be directed toward the curb gutter through pipes underneath the City sidewalk. There shall be no storm water sheet flow over the sidewalk.
22. All street trees shall be maintained by the building owner in perpetuity, with irrigation tied to and maintained by the private building.
23. The applicant shall reconstruct the "off-site" driveway at the intersection of Mission/ Vale Streets to a new raised curb and gutter to eliminate vehicle access.

24. The applicant shall provide a five (5) foot transition from a raised 6” curb and gutter to the existing commercial driveway adjacent to the “northerly” parcel.
25. Coordinate with Engineering to process through the Traffic Review Committee for the removal/relocation of the existing parking meters.

C. DEPARTMENT OF WATER AND WASTEWATER RESOURCES

26. Water meters shall be located in landscaped areas only. No water meters shall be located in sidewalks or driveways.
27. A fire flow is required. All costs associated with the fire flow shall be borne by the applicant.
28. The applicant shall to verify the intent to abandon or reuse the existing sewer lateral. If the intent is to reuse, applicant must video inspect and perform a watertight test that is subject to review by DWW. A DWW representative shall be on site during the testing and televising. If the lateral is not to be used the lateral shall be abandoned per Section 02720, 3.08 of the City of Daly City Standard Specifications and Drawings. The abandonment shall be completed prior to any demolition of the previous building or construction of the new building. All costs associated with the testing, video inspection and abandonment shall be borne by the applicant.
29. Separate domestic, irrigation and fire services required. Reduced pressure principle backflow devices shall be required for each service.
30. A set of utility plans is required for DWW’s next review. This will assist in a more thorough review of this project to determine if any necessary additional requirements or conditions may apply.
31. Cleanout shall be located 18 to 24 inches from the building foundation.
32. A set of plumbing plans is required for the next review.

D. FIRE DEPARTMENT

33. A fire flow shall be required. All costs associated with the fire flow shall be borne by the applicant.
34. The applicant shall install Fire Sprinklers as required per 2013 CFC, per NFPA 13 and 13R.
35. The project shall comply with fire flows per 2013 CFC Appendix B for buildings with fire sprinklers.
36. The project shall comply with hydrant requirements as per fire code.

37. The project shall comply with hydrant location and spacing per 2013 CFC Appendix C.
38. The project shall comply with Fire Apparatus Access per 2013 CFC Chapter 5 Fire Service Features, 501.4 for Fire Apparatus Access Roads and Water supply.
39. The project shall provide fire hydrant to comply with 2013 CFC Chapter 5 section 507.5.1.1
40. The project shall comply with 2013 CFC Appendix D. for fire apparatus access requirements.
41. The project shall comply with 2013 CFC Chapter 9 section 905 Standpipes.
42. The project shall comply with 2013 CFC Chapter 9 section 907 Fire Alarm and Detections systems.

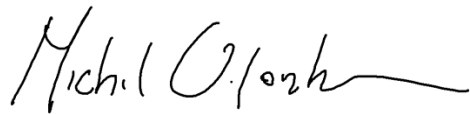
Recommendations

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

1. Adopt the Findings as outlined herein;
2. Affirm the Environmental Assessment;
3. Approve Use Permit UPR-2-16-11921 and Design Review DR-2-16-11922, subject to the Conditions of Approved outlined herein.

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

Respectfully submitted,



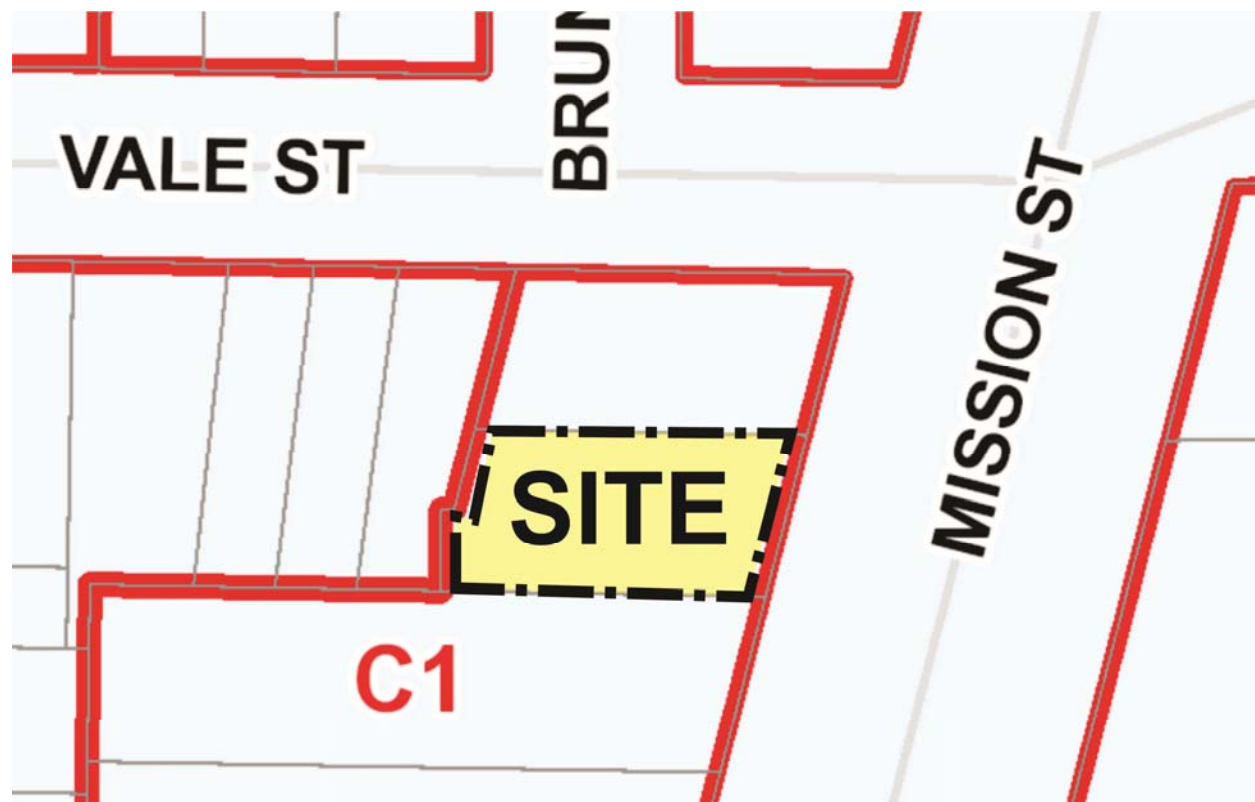
Michael VanLonkhuysen
Planning Manager



Tatum Mothershead
Director of Economic and Community
Development

Attachments

Attachment A – Location Map
Attachment B – Project Plans
Attachment C – Perspective Rendering



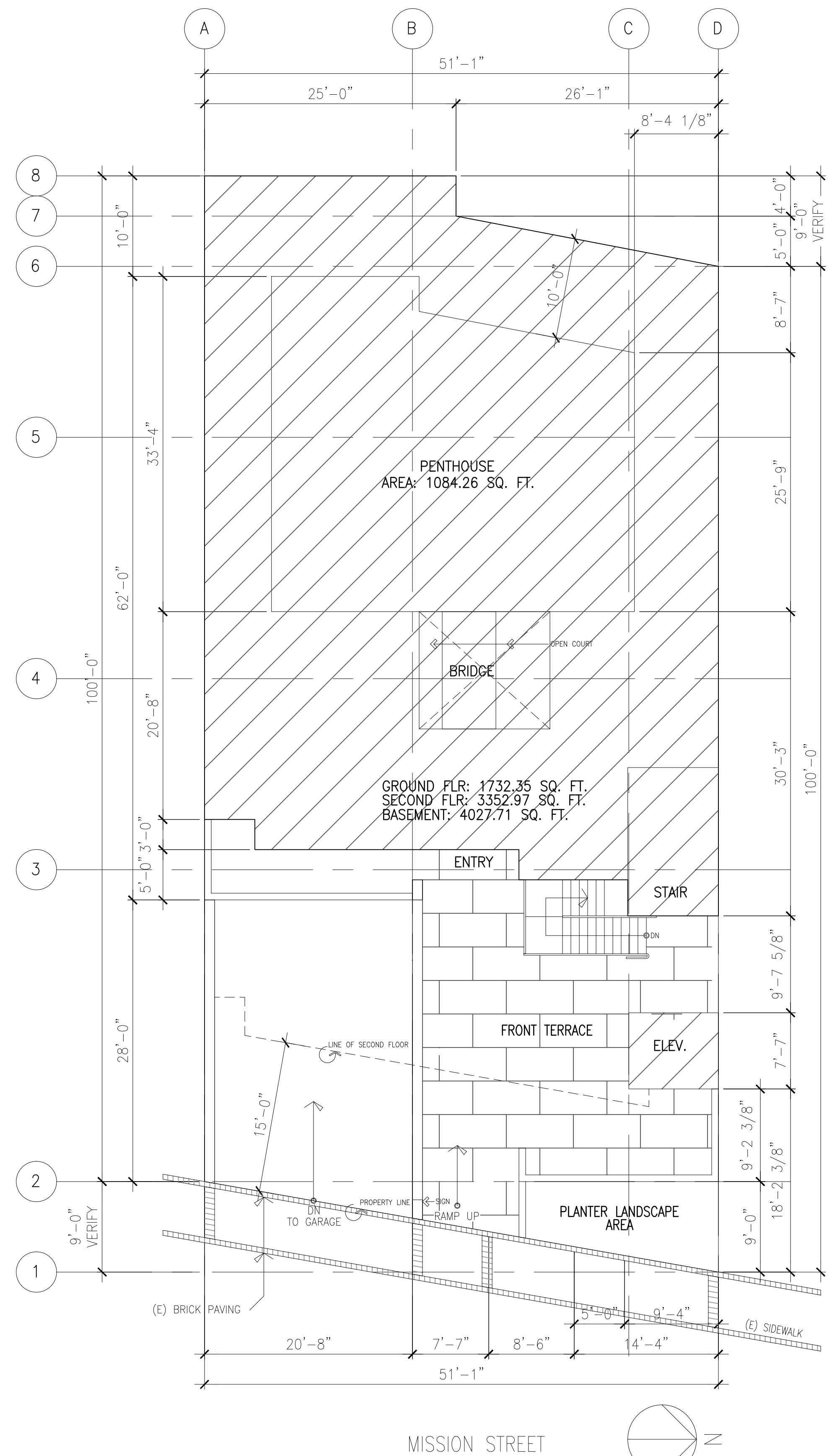
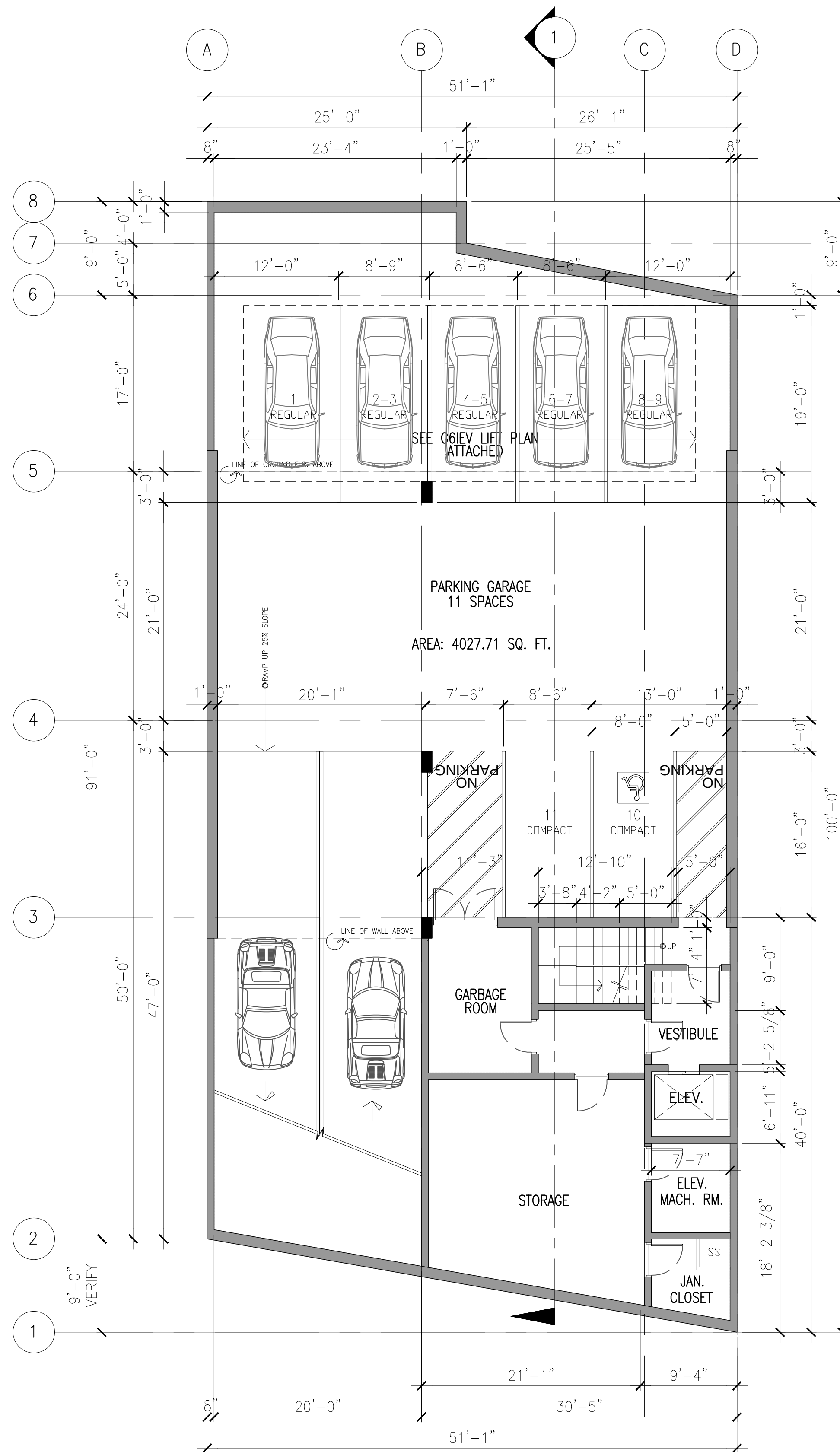
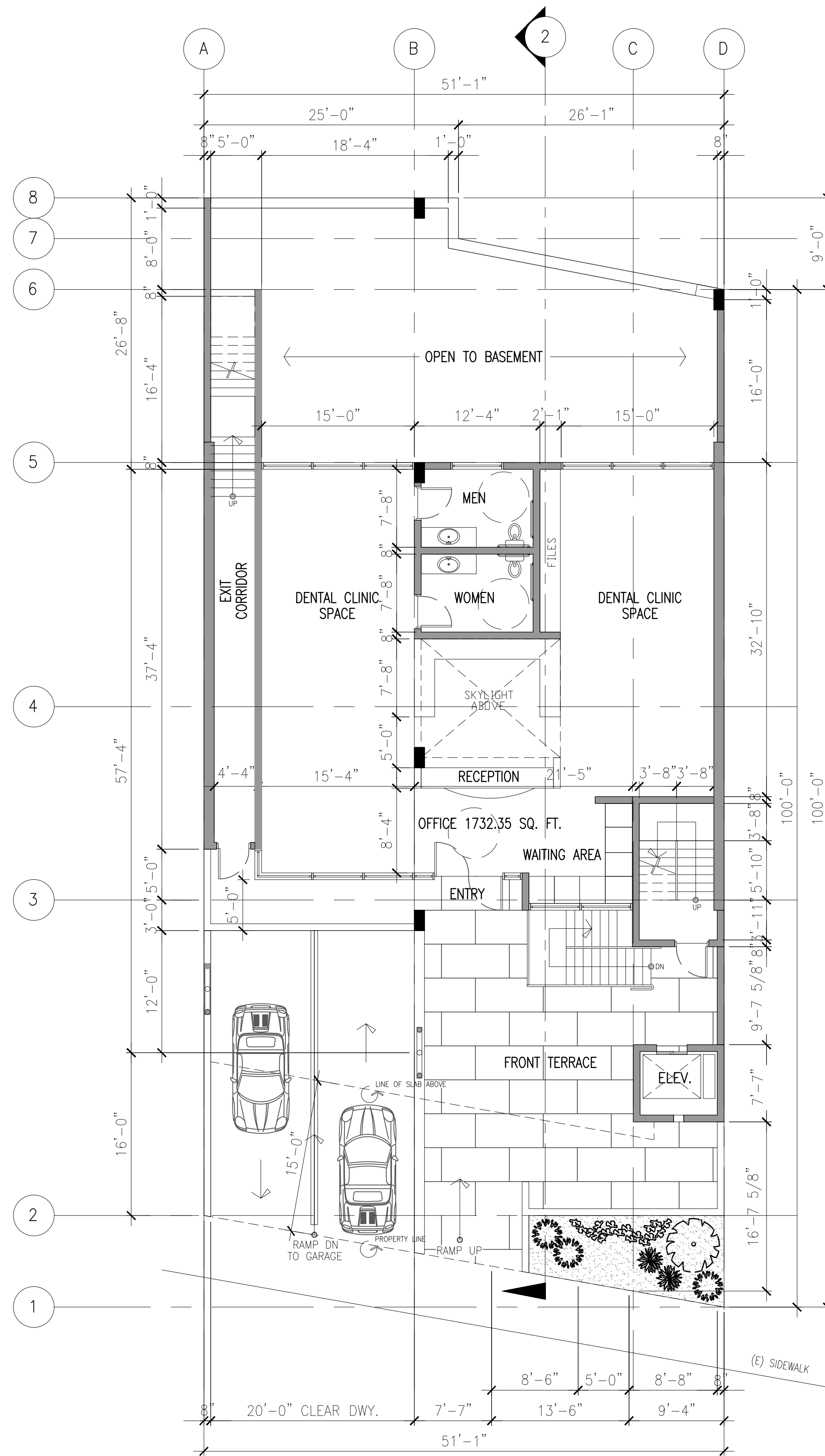
5 PCCY MIXED USED BUILDING
7310 Mission St., Daly City, CA 94014
APN 006-244-080
FOR MS. LIBRADA YAMAT
187 SOUTHGATE AVENUE DALY CITY, CA 94015

ARCHITECT	GR
STRUCTURAL ENGINEER	RS
MECHANICAL ENGINEER	
ELECTRICAL ENGINEER	

NO.	DATE	DESCRIPTION	BY
1	1/25/16	PERMIT/DESIGN REVIEW	
2	2/10/16	ISSUE/REVISION	

SITE PLAN
BASEMENT PLAN
GROUND FLR. PLAN

DATE	02/10/16	SHEET NO.	
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DRAWN	KL		
PROJ. NO.	1502		
CHECKED	GR	OF	SHEETS

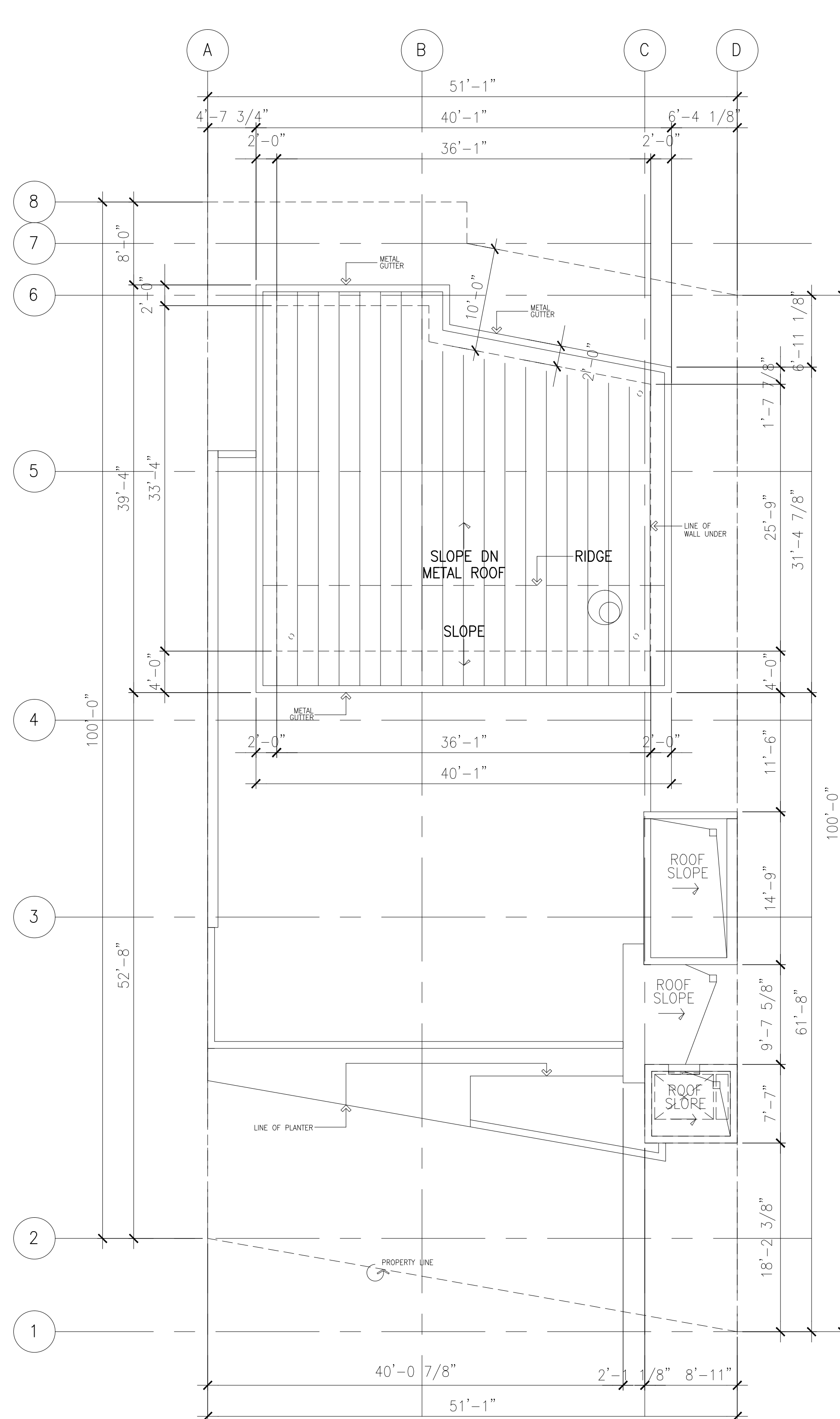


ARCHITECT	GR
STRUCTURAL ENGINEER	RS
MECHANICAL ENGINEER	
ELECTRICAL ENGINEER	

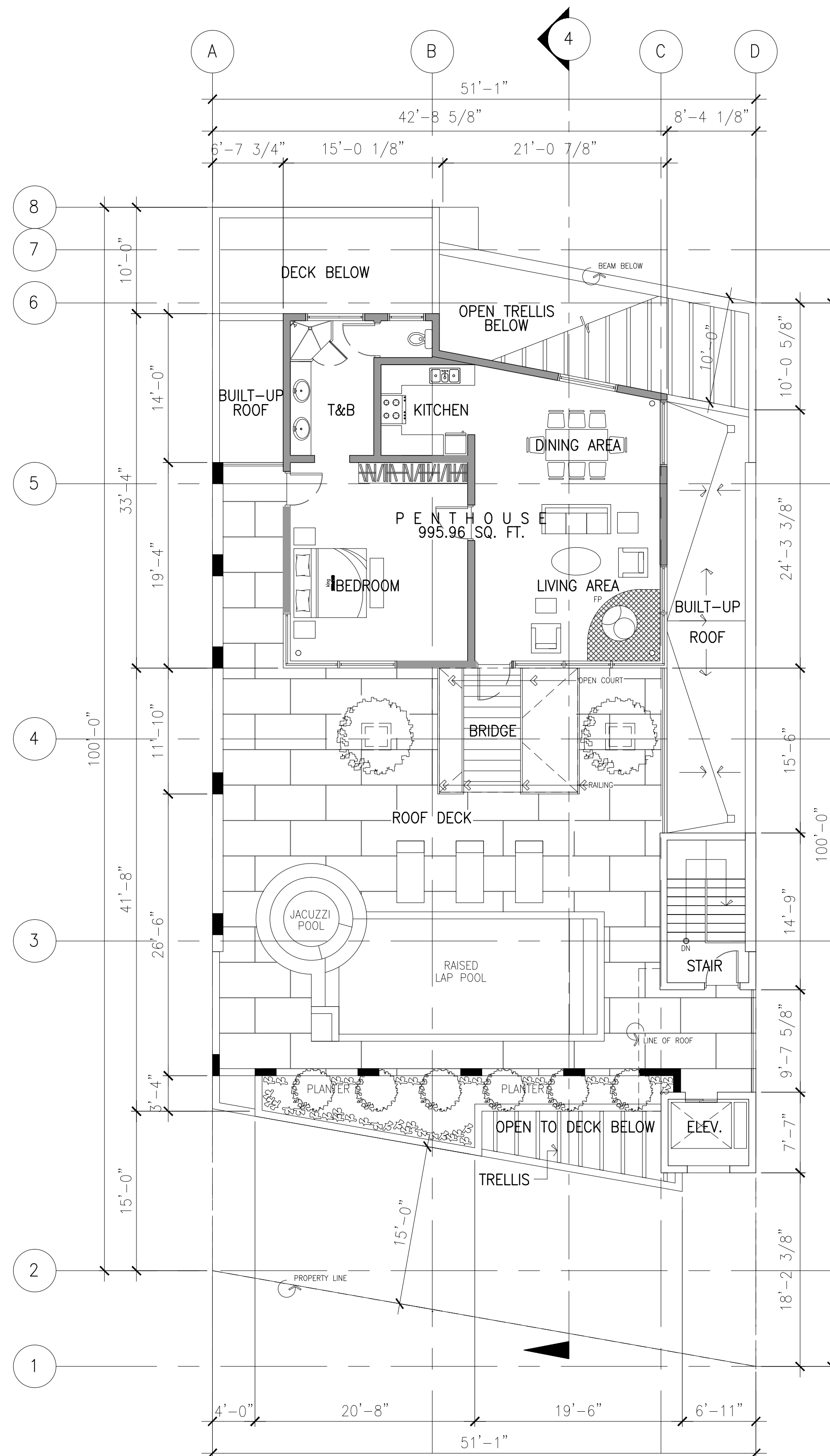
REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	1/25/16	PERMIT/	
		DESIGN REVIEW	
		ISSUE	
2	2/10/16	REVISION	

SECOND FLOOR PLAN
PENTHOUSE PLAN
ROOF PLAN

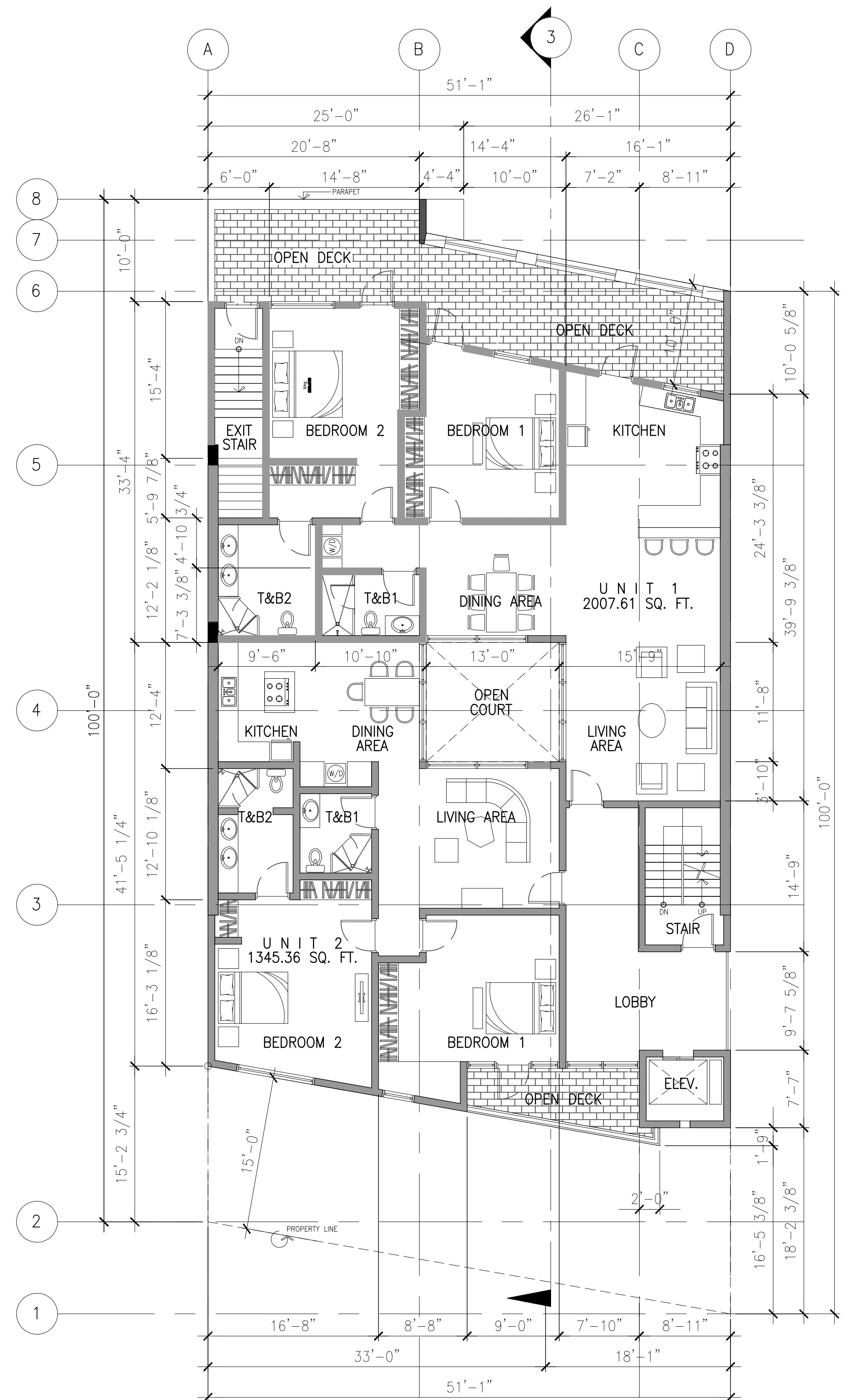
DATE	02/10/16	SHEET NO.	
SCALE	1/8"=1'-0"		
DRAWN	KL		
PROJ. NO.	1502		
CHECKED	GR	OF	SHEETS



1 ROOF PLAN-PENTHOUSE
A2 SCALE 1/8"=1'-0"

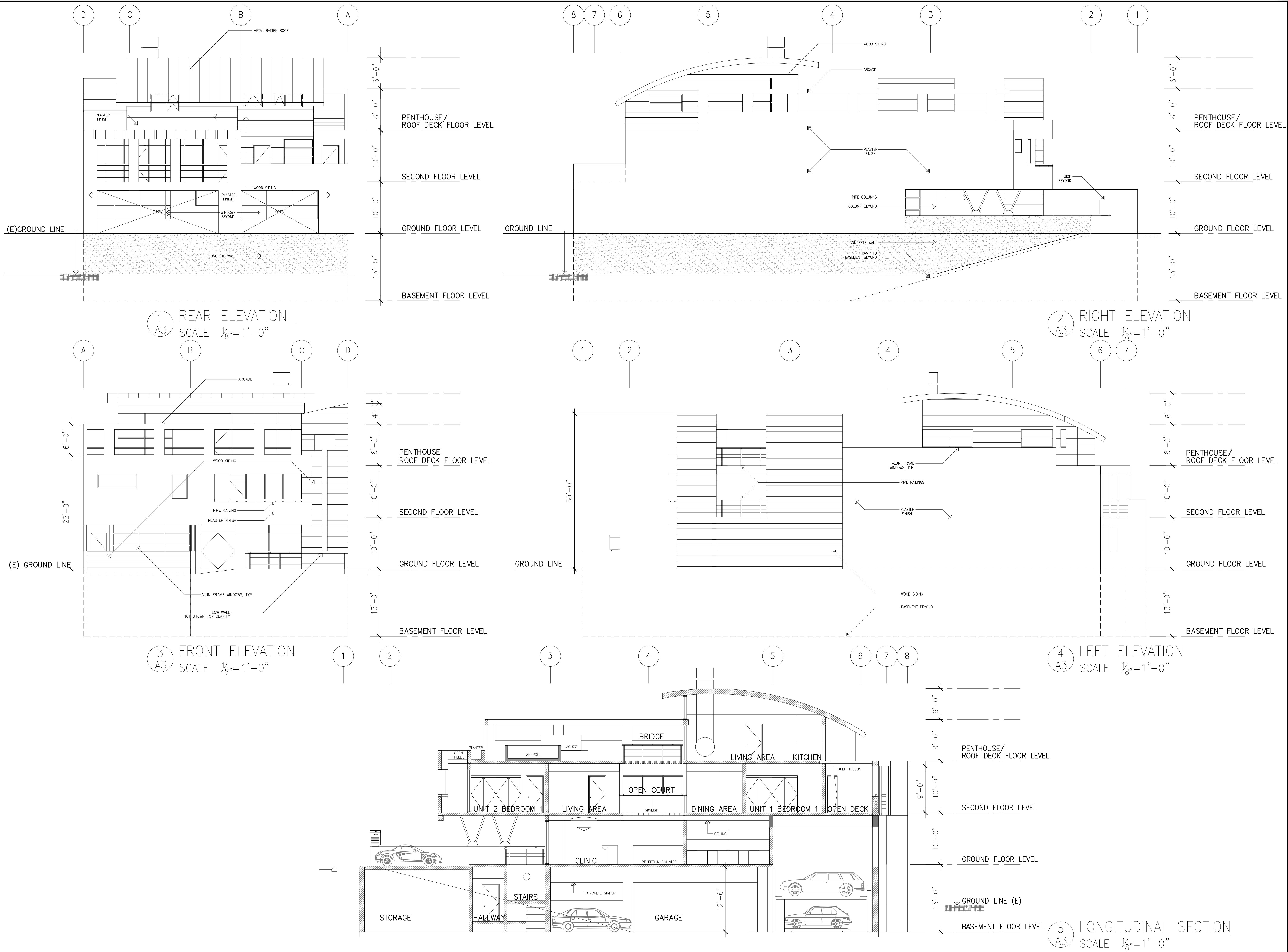


2 PENTHOUSE/ROOF DECK PLAN
A2 SCALE 1/8"=1'-0"



3 SECOND FLOOR PLAN
A2 SCALE 1/8"=1'-0"

NO.	DATE	DESCRIPTION	BY
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		DESIGN REVIEW	
		ISSUE	
2	2/10/16	REVISION	

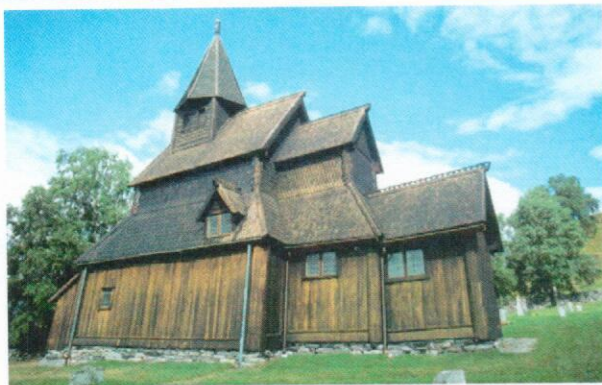


Introducing Climate-Shield™ Rain Screen Wood Siding System

What is rain screen siding technology?

The rain screen siding principle is straightforward: first build an outside wall and weatherproof it, secondly, build an outer layer of siding to keep the weather (rain, snow and sun) away from the inner wall. The air space in between these two layers allows moisture to escape and also creates a passive insulation layer.

Rain screen siding technology has been commonly used in Canada and Europe for years as a sustainable design system to create a better building envelope. American architects, designers and builders are using this green building technology and embracing its numerous benefits.

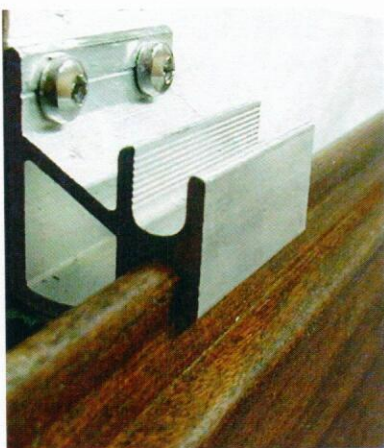


This stave church in Urnes, Norway is estimated to have been built in the late 12th century using wood and other materials from a church that was built even earlier. This is the oldest known wood structure still in existence to have used the "rain screen" principle in its construction.



Over 800 years later you can use the Climate-Shield rain screen wood siding system in your residential or commercial project designs. The rain screen system is so versatile you can install siding horizontally, vertically or at any angle that is appropriate for your project design.

What is the Climate-Shield™ Rain Screen Wood Siding System?



The patent pending **Climate-Shield™ Rain Screen Clip** is the heart of the Climate-Shield Rain Screen Wood Siding System. The rain screen clip's remarkable design makes it superior to any other options in the marketplace.

- ✓ Smooth design minimizes perforations in house wrap fabric (and cuts and nicks when handling and installing)
- ✓ Precision machining of the rain screen clip guarantees consistent spacing of the siding off the sidewall
- ✓ Heavy duty marine grade aluminum alloy ensures long lasting durability
- ✓ Compatibility of the rain screen clip and the stainless steel screws eliminates any galvanic reaction of the rain screen clip system.
- ✓ Rugged clip design provides a secure base for siding attachment
- ✓ Two screws per clip provides a stable attachment and virtually doubles the Design Pressure rating of the system

DOWNLOAD FREE GUIDEBOOK! For a comprehensive whitepaper titled **"The Ultimate Guide to Building Green with Rain Screen Siding"** scan the QR Code to your right for a direct link or visit www.mataverdedecking.com/wood-siding-system

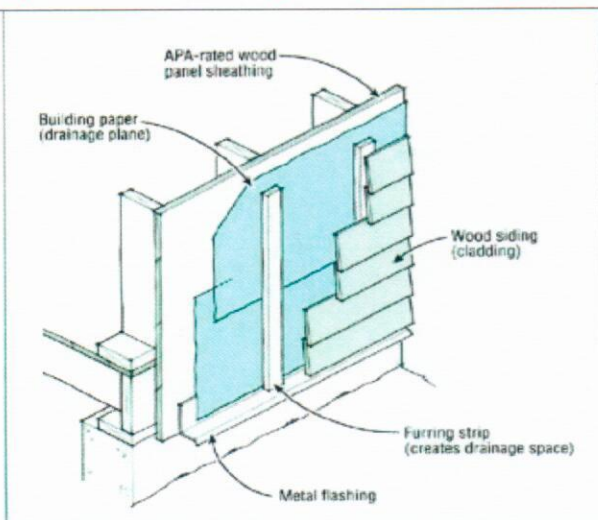


Introducing the Climate-Shield™ Rain Screen Wood Siding System

The Climate-Shield™ rain screen wood siding clip system is the ultimate rain screen wood siding clip and fastening system available. The Climate-Shield™ Rain Screen Wood Siding System combines tried and true methods with modern technology to create the most energy efficient and weather effective wood siding system that is eco-friendly, beautiful, effective and enduring.

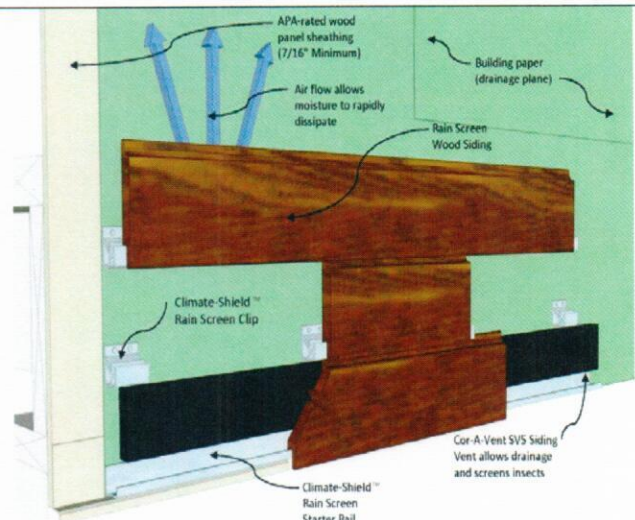


Typical Rain Screen System (with furring strips)



- ✓ The inner wall is weatherproofed to keep the weather from entering into the interior of the structure
- ✓ The outer siding keeps the weather away from the structure
- ✓ The open space between the layers of the rain screen system allows trapped moisture to escape (minimizing mold) and also creates an energy-efficient air space that acts as an insulator. This layer helps buffer the transmission of both cold and heat.
- ✗ *The major disadvantage of this system type is that it requires the use of furring strips: adds material costs*
- ✗ *Adds construction time and labor costs*
- ✗ *Provides inconsistent spacing between the siding and the sheathing*
- ✗ *Furring strips have a tendency to rot and decay and are susceptible to insect damage.*
- ✗ *Wet furring strips are an excellent food source for mould and mildew*
- ✗ *Some clips are susceptible to a galvanic reaction and promote corrosion*

Climate-Shield™ Rain Screen Wood Siding System



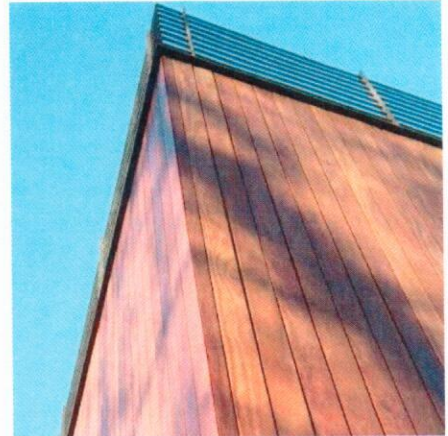
- ✓ The inner wall is weatherproofed to keep the weather from entering into the interior of the structure
- ✓ The outer siding keeps the weather away from the structure
- ✓ The open space between the layers of the rain screen system allows trapped moisture to escape (minimizing mold) and also creates an energy-efficient air space that acts as an insulator. This layer helps buffer the transmission of both cold and heat.
- ✓ **Climate-Shield rain screen clips eliminate the need for furring strips! Save material costs**
- ✓ **Save construction time and labor costs**
- ✓ **Rain screen clip provides consistent spacing between siding and sheathing**
- ✓ **No furring strips eliminates a food source for mould, mildew, decay and rot**
- ✓ **Clips allow free movement of air to accelerate moisture dissipation time**
- ✓ **Clips have no galvanic reaction to the screws (eliminates electrolytic corrosion)**

Climate-Shield™ Rain Screen Wood Siding System Mataverde® Sustainable Hardwood Siding Options

The Climate-Shield Rain Screen System can be installed horizontally, vertically and diagonally without creating complicated matrixes of furring strips.



The Climate-Shield™ Rain Screen Wood Siding System allows the design team to install the wood siding in the typical horizontal fashion, and now you are free to design on the vertical or diagonal and still have all the efficiencies of a rain screen system. Climate-Shield Rain Screen wood siding species and profiles are readily available for your projects. If your project calls for special sizing, profiles or species, additional custom wood siding profiles can be developed for you and your specific project needs. Please feel free to contact us at any time.



Mataverde® Hardwood Cladding Options



Mataverde® Machiche FSC Certified Hardwood Siding



Mataverde® Premium Garapa Hardwood Siding

The Climate-Shield Rain Screen System works extraordinarily well with a wide variety of appropriately specified hard wood siding species. We have experienced exceptionally remarkable results with hardwood cladding species such as Ipe, Garapa, Santa Maria, FSC Certified Machiche hardwood siding and more.



Mataverde® Santa Maria FSC Certified Hardwood Siding can be stained a wide variety of colors

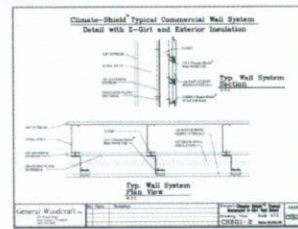
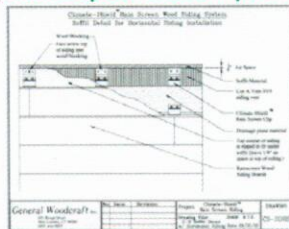
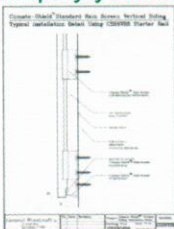


Mataverde® Premium Ipe Hardwood Siding

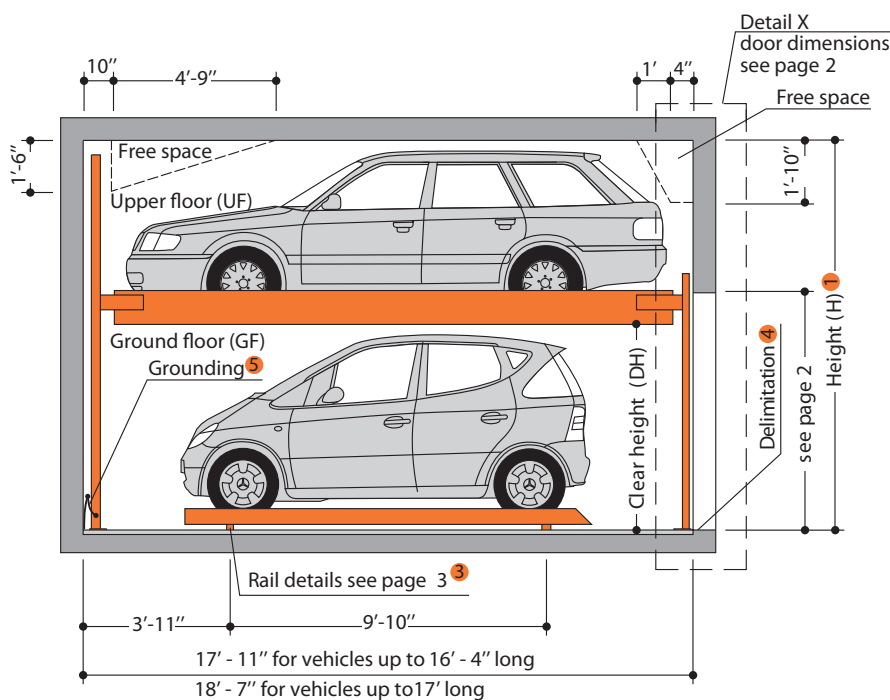


Mataverde® Premium Cumaru Hardwood Siding

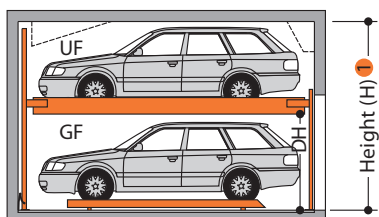
For your convenience, a full suite of CAD architectural details and construction specifications are available to simplify your design and specification process and save you valuable time.



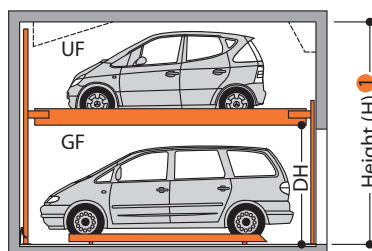
Standard Type 4200 formally called the P210



Compact Type 4200



Exclusive Type 4200



Notes

- ① If height H is larger, vehicles with the maximum height specified for the GF can be parked on the UF, otherwise there will be free space available on the ceiling.
- ② In order to meet the minimum finished dimensions the tolerances specified must be met, they may be up to 1" greater than specified.
- ③ Tolerances for the evenness of the floor must be strictly complied with.
- ④ On the version without door, a 4" wide yellow-black markings compliant to ISO 3864 must be applied by the customer to the edge of the platform in the access area to mark the danger zone in compliance with DIN EN 14 010
- ⑤ Potential equalization from foundation grounding connection to system (provided by the customer).
- ⑥ Maximum load of 5,720 lbs optional.

General notes

If sprinklers are required make sure to provide the necessary free spaces during the planning stage.

Product Data

TrendVario

4200



Loadable up to 5,720 lbs
Single parking spaces can also be upgraded to handle heavier loads at a later date!

Number of parking spaces:
min. 3 to max. 29 vehicles

Dimensions: ②

All space requirements are minimum finished dimensions. Tolerances for space requirements +1" - 0"

Type	DH*	H
4200	5' - 3"	10' - 10"
4200	5' - 8"	11' - 4"
4200	5' - 11"	12' - 2"
4200	6' - 1"	12' - 6"
4200	6' - 11"	13' - 4"
4200	7' - 1"	14' - 5"

* = without car

Suitable for:

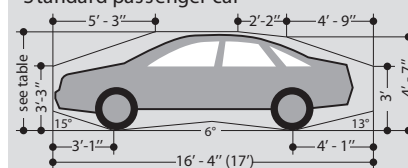
Standard passenger car, station wagon/
Van. Height and length according
to contour.

car height

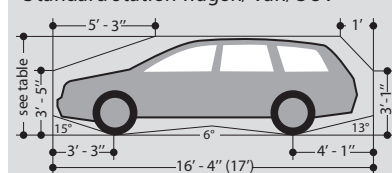
Type	DH	H	UF	GF
4200	5' - 3"	10' - 10"	4' - 11"	4' - 11"
4200	5' - 8"	11' - 4"	4' - 11"	5' - 5"
4200	5' - 11"	12' - 2"	5' - 7"	5' - 7"
4200	6' - 1"	12' - 6"	5' - 9"	5' - 9"
4200	6' - 11"	13' - 4"	5' - 9"	6' - 7"
4200	7' - 1"	14' - 5"	6' - 9"	6' - 9"

width	6' - 3"
weight ⑥	max. 4400/5720 lbs
wheel load	max. 1100/1430 lbs

Standard passenger car



Standard station wagon/ Van/ SUV**



Standard passenger car, station wagon /
Van/ SUV are vehicles without any sports
options such as spoilers, low-profile tyres etc.
** = Make sure to observe the weights and dimensions!

KLAUS

multiparking

Klaus Multiparking GmbH
2170 Dwight Way
Berkeley, CA 94705

Phone 925-284-2092
Fax 925-284-3365
E-Mail sales@parklift.com
Internet www.parklift.com



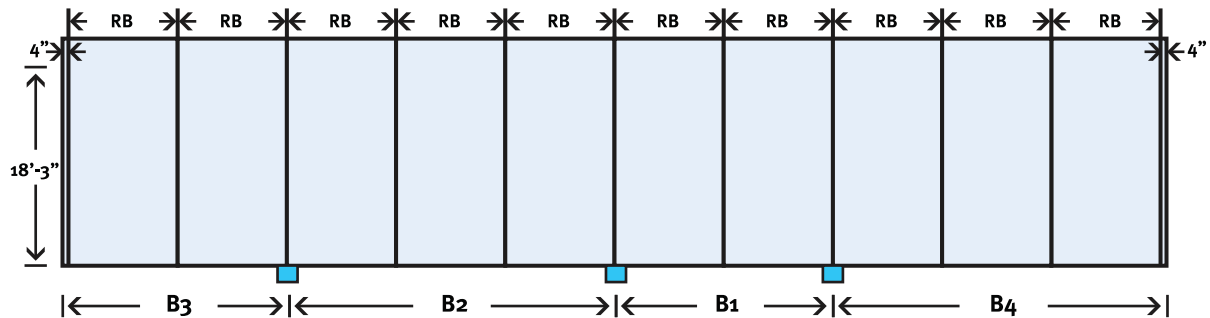
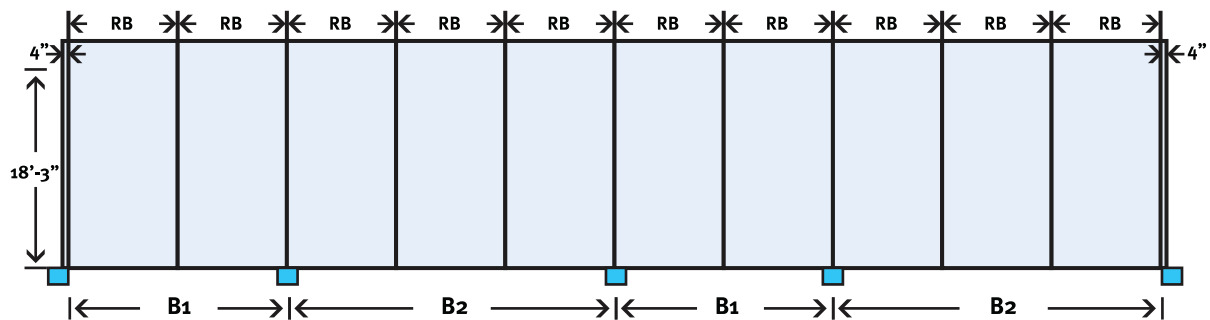
Design Guide

Cars Parked	Number of bays	Usable Platform Width			Grid Width		Overall width		
		cm	ft	inches	cm	ft	cm	ft	inches
		Small Platforms							
3	2	230	7.55	90 9/16	250	8.20	520	17.06	204 12/16
5	3	230	7.55	90 9/16	250	8.20	770	25.26	303 2/16
7	4	230	7.55	90 9/16	250	8.20	1020	33.46	401 9/16
9	5	230	7.55	90 9/16	250	8.20	1270	41.67	500
11	6	230	7.55	90 9/16	250	8.20	1520	49.87	598 7/16
13	7	230	7.55	90 9/16	250	8.20	1770	58.07	696 14/16
15	8	230	7.55	90 9/16	250	8.20	2020	66.27	795 4/16
17	9	230	7.55	90 9/16	250	8.20	2270	74.48	893 11/16
19	10	230	7.55	90 9/16	250	8.20	2520	82.68	992 2/16
21	11	230	7.55	90 9/16	250	8.20	2770	90.88	1090 9/16
23	12	230	7.55	90 9/16	250	8.20	3020	99.08	1189
25	13	230	7.55	90 9/16	250	8.20	3270	107.28	1287 6/16
27	14	230	7.55	90 9/16	250	8.20	3520	115.49	1385 13/16
29	15	230	7.55	90 9/16	250	8.20	3770	123.69	1484 4/16
		Medium Platforms							
3	2	240	7.87	94 8/16	260	8.53	540	17.72	212 10/16
5	3	240	7.87	94 8/16	260	8.53	800	26.25	314 15/16
7	4	240	7.87	94 8/16	260	8.53	1060	34.78	417 5/16
9	5	240	7.87	94 8/16	260	8.53	1320	43.31	519 11/16
11	6	240	7.87	94 8/16	260	8.53	1580	51.84	622 1/16
13	7	240	7.87	94 8/16	260	8.53	1840	60.37	724 7/16
15	8	240	7.87	94 8/16	260	8.53	2100	68.90	826 12/16
17	9	240	7.87	94 8/16	260	8.53	2360	77.43	929 2/16
19	10	240	7.87	94 8/16	260	8.53	2620	85.96	1031 8/16
21	11	240	7.87	94 8/16	260	8.53	2880	94.49	1133 14/16
23	12	240	7.87	94 8/16	260	8.53	3140	103.02	1236 4/16
25	13	240	7.87	94 8/16	260	8.53	3400	111.55	1338 9/16
27	14	240	7.87	94 8/16	260	8.53	3660	120.08	1440 15/16
29	15	240	7.87	94 8/16	260	8.53	3920	128.61	1543 5/16
		Large Platforms							
3	2	250	8.20	98 7/16	270	8.86	560	18.37	220 8/16
5	3	250	8.20	98 7/16	270	8.86	830	27.23	326 12/16
7	4	250	8.20	98 7/16	270	8.86	1100	36.09	433 1/16
9	5	250	8.20	98 7/16	270	8.86	1370	44.95	539 6/16
11	6	250	8.20	98 7/16	270	8.86	1640	53.81	645 11/16
13	7	250	8.20	98 7/16	270	8.86	1910	62.66	751 15/16

15	8	250	8.20	98 7/16	270	8.86	2180	71.52	858 4/16
17	9	250	8.20	98 7/16	270	8.86	2450	80.38	964 9/16
19	10	250	8.20	98 7/16	270	8.86	2720	89.24	1070 14/16
21	11	250	8.20	98 7/16	270	8.86	2990	98.10	1177 3/16
23	12	250	8.20	98 7/16	270	8.86	3260	106.96	1283 7/16
25	13	250	8.20	98 7/16	270	8.86	3530	115.81	1389 12/16
27	14	250	8.20	98 7/16	270	8.86	3800	124.67	1496 1/16
29	15	250	8.20	98 7/16	270	8.86	4070	133.53	1602 6/16

ALLOWABLE COLUMN SPACING

Use for preliminary layout. Prior to finalizing design contact Klaus for a job specific layout drawing.



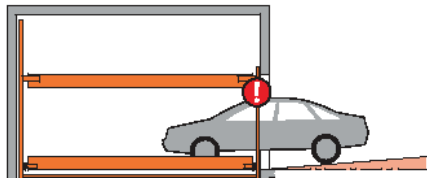
Clear Platform	RB	Max Column Width	B1	B2	B3	B4
230	8'-2-1/2"	8"	16' - 5"	24' - 7"	16' - 9"	24' - 11"
240	8'-6-3/8"	16"	17' - 1"	25' - 7"	17' - 5"	25' - 11"
250	8'-10-3/8"	24"	17' - 9"	26' - 7"	18' - 1"	26' - 11"

The column widths shown are the maximum width's allowed for each model. The columns may be spaced every two or three bays or a combination of every two or every three bays. On the ends of the machine the column is optional if there is a concrete wall present. Otherwise the end columns should be offset so that their edge lines up with the last platforms outside RB dimension line shown above in order to allow better access to the end platforms. Please note that the machine requires an additional 4 inches at each end beyond the RB grid dimensions.

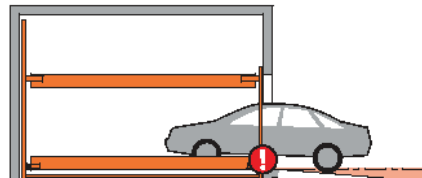
APPROACH



The illustrated maximum approach angles must not be exceeded. Exceeding these slopes will cause maneuvering problems and will restrict car sizes on the parking system.

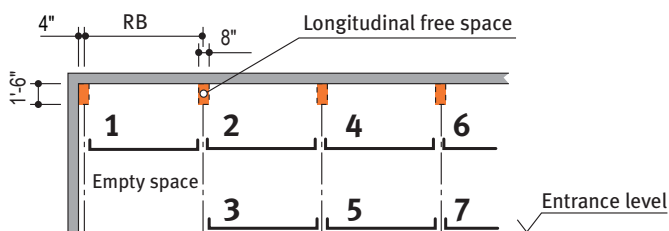


Maximum descending slope of 3%



Maximum ascending slope of 5%

LONGITUDINAL FREE SPACE; STANDARD PARKING SPACE NUMBERS; DENOMINATION



Moving direction

Upper floor

Ground floor

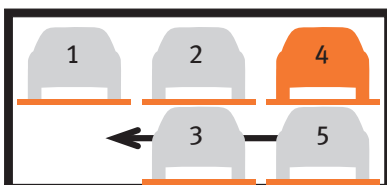


Descending to entrance level
(standard: Hold-to-run-device)

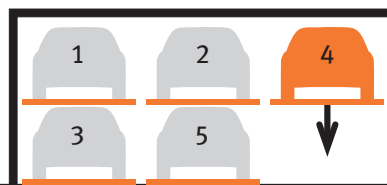
Transverse repositioning

FUNCTION OF THE PARKING AUTOMAT

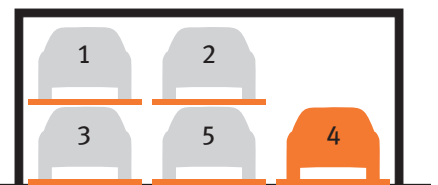
e.g. for parking space No. 4: Check first that all doors are closed, then select No. 4 on operating panel.



For driving the vehicle off platform No. 4 the ground floor parking platforms are shifted to the left.



The empty space is now below the vehicle which shall be driven off the platform. The platform No. 4 will be lowered.



The vehicle on platform No. 4 can now be driven off the platform.

RECESSED RAIL SYSTEM

Dependent upon the structural conditions of the garage, several different options are available for installation of the rails:

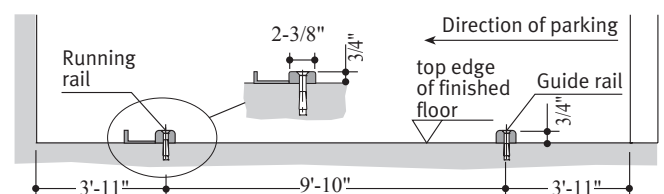
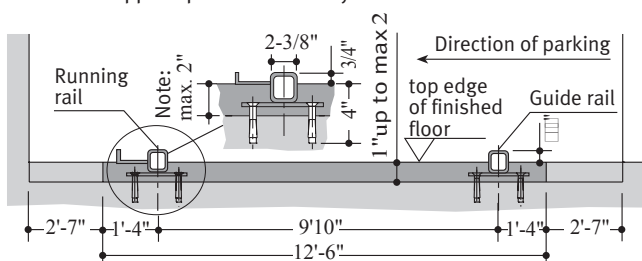
When executing the carriageway, according to raw bottom floor combined with a cement screed or

When executing the carriageway with recesses for the rails:

- The set-up of the rails amounts to 1" (height of floor screed 1-1/2")
- After the rails have eventually been laid, the area under the rails must be topped up with concrete by the customer

Exact evenness of the carriageway:

- When exact evenness of the carriageway has successfully been accomplished, the rails may be dowelled onto it



The Klaus Automat P210 provides independent access to all cars parked on the system. Each individual parking bay must be accessible from the drive aisle. The drive aisle shall comply with local regulations, but is typically 24' wide. The parking spaces are arranged on two levels. The upper level parking spaces move vertically. The lower parking spaces move horizontally (left and right) to allow upper level cars to come up or down to driveway level and be driven off the platforms. The lower level of the machine includes one less car than the upper to enable the lower cars to move left and right to create the vacant space. Consequently, a unit of three parking spaces (1 on the ground floor , 2 on the upper floor) is the smallest unit available for this parking system and can go up to 15 lifts or 29 cars for the larger units.

RANGE OF APPLICATION

This parking system is suitable for self parking by owners, renters, regular employees or anyone that can be trained on the system. The public may not park on this system without a valet.

ENVIRONMENTAL CONDITIONS

Environmental conditions for the systems: Temperature range 14° to 104° F. The system must be installed indoors. If lifting or lowering times are specified, they refer to an environmental temperature of 72° F and with system set up directly next to the hydraulic unit. At lower temperatures or with longer hydraulic lines, these times increase.

DOORS AND CONTROL SYSTEMS

The machine comes standard with manual doors and 2 keys per parking space. The key is inserted into a user control box centrally placed on the system. Electric doors are available. Infrared control transmitters are available.

SPACE NUMBERING

Standard space numbering is left to right with the empty space located in the first bay on the left. The empty space can be moved to another bay or even outside the normal machine if needed. The numbering sequence planned will be shown on the shop drawings and approved by the client.

SPRINKLER SYSTEM

The sprinklers may be mounted at the front and rear of each level if needed.

ELECTRICAL REQUIREMENTS AND HYDRAULIC UNIT

The hydraulic power unit is normally installed against the back wall on a metal bracket with rubber sound insulation. It consists of an electric motor, hydraulic motor and hydraulic oil reservoir in one unit. The hydraulic oil is biodegradable and environmentally friendly. The motor is a 3 phase 208 volt, 4.0 KW. It is possible to use single phase power if needed. The power unit has a pressure gage and a pressure relief valve.

CORROSION PROTECTION

The platforms are galvanized and the steel framing members are powder coated. The platforms should be cleaned annually to maximize their life.

SERVICE

To maintain safe and reliable operation of the machine, it must be serviced twice per year.

WARRANTY

To machine has a complete one year parts and labor warranty. Klaus provides extended warranties.

SOUND CONTROL

Numerous sound control features are standard. The hydraulic power unit is mounted on rubber pads. Steel hydraulic lines are mounted with rubber pipe supports. A rubber hose isolates the power unit from the steel hydraulic lines.

Sound tests at the front of the machine show about 67dB to 69dB (A weighting) noise levels (speech at 1 foot is 68db).

In multifamily podium construction, normally no special construction for sound is performed. For residential or wood frame construction, placement of the power unit is critical. Klaus designers will assist with power unit placement and other sound issues.

STRUCTURAL

The machine has steel framing and is anchor bolted to the concrete garage slab with wedge anchors. The framework consists of steel columns and beams on a grid pattern. The machines steel columns are connected to the building at the rear wall and to a steel tube at the front of the machine. The tube steel is typically 10" x 10" and also provides seismic bracing as well as support for the gates. This tube steel and associated concrete columns are supplied and installed by the customer. Please refer to the Automat P210 Bracing Details drawing and Merkle engineering report for details.

The platforms for the upper and lower cars consist of steel platforms that ride up and down the steel columns. The platforms for the cars at the driveway level run left-right on steel rails.

The upper and lower platforms are constructed with two steel side members, three steel cross members, ribbed steel platform material which runs from side member to side member and one wheel stop. The platform is solid and does not allow oil or water to drip onto the lower cars.

The lifting mechanism for the upper platforms consists of a hydraulic cylinder which raises the rear of the platform. The front of the platform is raised via a chain which runs on chain sprockets. There are safety switches that stop the machine in the event the chain goes loose for any reason. The platforms are suspended at the 4 corners and are guided along the front support columns.

The lower platforms are moved via an electric motor located on each platform. The motor drives a sprocket that runs along a chain at grade level. The platform runs on steel guide rails and can be moved manually without power by releasing the brake on the electric motor.

The machine includes several safety devices which include chain monitoring systems, and safety locks for the upper platforms. When a user is inside the machine all platforms are mechanically protected against lowering.

1. The pit and surrounding walls, columns and beams to provide support for the machine are provided by the customer.
2. All pit drainage is provided by the customer.
3. General lighting in the garage is provided by the customer. Klaus will supply lighting within the machine. The lighting will be connected to the machine control box and will be activated when the doors are open.
4. Klaus will supply design assistance and will confirm in writing that the proposed machine will fit in the space provided.

5. Klaus will prepare shop drawings showing the location of all components.
6. The customer must close off the left and right sides of the machine with a wall or fence. The fence must be 8' high and the lower 5 feet must have no openings greater than 1/2" inch.
7. The customer must provide a 30 amp 3 phase 208V (or 240V single phase) circuit and fused disconnect for each machine and power must be available before installation begins.
8. Klaus provides all control wiring and conduit.

WE RESERVE THE RIGHT TO CHANGE THIS SPECIFICATION WITHOUT FURTHER NOTICE

The Klaus company reserves the right in the course of technical progress to use newer or other technologies, systems, processes, procedures or standards in the fulfillment of their obligations other than those originally offered provided the customer derives no disadvantage from their doing so.



1 EXTERIOR PERSPECTIVE
A4 SCALE NTS

5 PCCY MIXED USED BUILDING
7310 Mission St., Daly City, CA 94014
APN 006-244-080
FOR MS. LIBRADA YAMAT
187 SOUTHGATE AVENUE DALY CITY, CA 94015

ARCHITECT GR

STRUCTURAL ENGINEER RS

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	1/25/16	PERMIT/	
		DESIGN REVIEW	
		ISSUE	
2	2/10/16	REVISION	

EXTERIOR PERSPECTIVE

-
-
-
-
-

DATE 02/15/16 SHEET NO.

SCALE 1/8"=1'-0"

DRAWN KL

PROJ. NO. 1502

CHECKED GR OF SHEETS



City Council Meeting Agenda Report

Item # _____

Meeting Date: May 23, 2016

To: Honorable City Council
From: Anna Mostella, City Manager's Office
Date: May 13, 2016
Subject: Council Committee Meetings, May 9 – May 22, 2016

Date of Meeting:

May 10, 2016

Meeting:

Use Permit UPR-7-13-7618 and Design Review
DR-9-13-7619 505 Skyline Drive – Request for
Revised Site Plan Reflecting Parking Space
Reduction to Comply With Municipal Regional
Stormwater Permit

In Attendance:

Sal Torres
Michael P. Guingona
Patricia E. Martel
Tatum Mothershead
Mike VanLonkhuysen

/am

DALY CITY INTER-OFFICE MEMORANDUM

DESIGN REVIEW COMMITTEE

DATE: May 10, 2016

TO: Council Design Review Committee
Sal Torres, Mayor
Michael Guingona, Council Member

FROM: Michael Van Lonkhuysen, Planning Manager

SUBJECT: Use Permit UPR-7-13-7618 and Design Review DR-9-13-7619
505 Skyline Drive – Request for Revised Site Plan Reflecting Parking Space
Reduction to Comply with Municipal Regional Stormwater Permit

RECOMMENDATION

Staff is recommending that the Committee review the proposed revised site plan and parking reduction request, and forward a recommendation that the City Council approve the request allowing five off-street parking spaces.

BACKGROUND

The applicant, Severum, LLC, is requesting a reduction in the number of parking spaces that will be provided at the service station currently under construction at 505 Skyline Drive (see Attachment A – Location Map). The applicant received use permit approval in October 2013 to reconstruct a service station where a service station previously existed at 505 Skyline Drive. In March 2014, the applicant received approval to amend the use permit to expand the canopy size and number of fuel dispensers from two to four.

At the time of the canopy expansion approval, the applicant received approval to reduce the number of off-street parking spaces from 11 to seven. This reduction was allowed by the Zoning Ordinance because the ordinance allows up to fifty percent of the fuel dispensary parking spaces to be counted toward meeting required parking. Because the new canopy provided eight total fuel dispensing positions, a credit for four parking spaces was allowed.

In December 2015, the applicant submitted plans for stormwater treatment review to comply with the requirement to construct on-site stormwater treatment measures mandated by the City's Municipal Regional Stormwater Permit issued to the City by the California Regional Water Quality Control Board. In the initial plans approved for construction, the proposed amount of site disturbance did not require stormwater treatment. However subsequent removal of the site parking lot and drive aisles triggered the need for stormwater treatment measures' construction. Upon being advised of this requirement, the applicant immediately developed a plan for stormwater treatment that included the placement of a flow-through bio-filtration planter on the roof of the service station, which had already been under construction for several months.

Because the proposed flow-through planter would add increased weight to the building's roof, the Building Division required that the applicant submit structural calculations to show that the service station structure and roof could support the planter's additional weight. It was subsequently determined that it would be difficult, if not altogether impossible, given that the framing for the building was already complete, for the roof to do so.

The applicant is therefore developing a plan to construct stormwater treatment within an area on the site that encompasses two to three of the seven required parking spaces. Staff has indicated to the applicant that this will be problematic as this parking reduction could violate the minimum number of parking spaces required by the Zoning Ordinance.

Discussion

Presently, the approved floor plan for the service station includes a 2,100 convenience retail market and 1,200 square foot auto repair. In reviewing the initial proposal in 2013, staff applied the following parking regulations to the project (underlined text applies to this project):

Service Station with Accessory Use—two spaces for the service station; retail accessory use will require an additional one space per three hundred square feet of gross floor area. Car wash accessory uses will require an additional five spaces. Automated car wash queuing lanes may be considered for inclusion in the required parking under a use permit, or at the discretion of the economic and community development director when a use permit is not required if it can be demonstrated that the queuing lanes would not encroach into the drive aisles, ROW or designated parking areas. If more than one accessory use is proposed, then up to fifty percent of the fuel dispensary parking spaces may be considered for inclusion in the required parking under a use permit, or at the discretion of the economic and community development director when a use permit is not required.

and

Auto Service and Repair—one space per seven hundred fifty square feet of gross floor area.

Given the proposed 2,100 square foot convenience retail market and 1,200 square foot auto repair, staff determined that nine spaces were required pursuant to the *Service Station with Accessory Use* aspect of the proposal plus two spaces were required for the *Auto Service and Repair* aspect of the proposal, for a total of 11 parking spaces. Again, these 11 required spaces were reduced to seven required spaces in the 2014 approval of the service station canopy, which granted a credit for four parking spaces. The applicant did however indicate the provision of nine spaces in the site plan approved by the City Council.

Although the applicants civil engineer has not completed his estimation as to the number of spaces that would be replaced by the stormwater treatment facility, the facility could occupy up to three parking spaces, resulting in the provision of only six parking spaces for the project. Staff has provided a site plan to indicate the location of the three spaces proposed for elimination (Attachment B – Revised Site Plan). As discussed previously, staff has indicated to the applicant that a reduction to six spaces would not satisfy the Zoning Ordinance parking requirement.

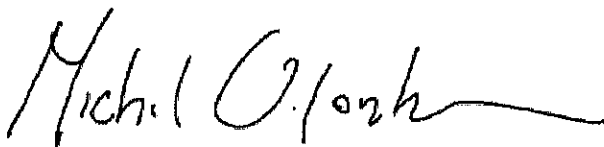
In reviewing the Zoning Ordinance definition for "gasoline service station," the applicant has noted that the service station land use, encompassing all 3,300 square feet of the service station, *includes* light auto repair and that the parking requirement should *not* have included a second requirement for parking under the Auto Service and Repair land use. The Zoning Ordinance defines a "gasoline service station" as "a business where the principal use involves the retail sale of gasoline or other automotive engine fuel, motor oil and other lubricants. It may also include the sale of minor accessories or parts, (e.g., windshield wiper blades, tires, fan belts, replacement bulbs or similar accessories) and services (e.g., engine tune-up, smog certificate testing, repairing tires or similar services)."

The applicant is therefore asserting that the entire 3,300 square foot station requires nine parking spaces minus the credit for four spaces under the canopy, for a total requirement of five parking off-street spaces. As indicated in the revised site plan, the applicant would still be able to provide six parking spaces.

In reviewing the Zoning Ordinance parking requirements and the proposed location of the three spaces to be eliminated, staff remains concerned about only six parking spaces being provided for a convenience market and auto repair operating simultaneously on the site. Although the present Conditions of Approval limit auto repair services to only those performing same-day service, staff is recommending that the Council Committee forward a recommendation to the City Council approving a modification to the site plan subject to an additional Condition of Approval limiting the use of the automotive repair bays to smog check and oil change, i.e., "while-you wait," automotive services.

In proposing such a restriction, staff is seeking to minimize the potential for vehicles to be parked on-site for longer period during the day, thereby reducing the potential for parking impacts to the adjacent neighborhood. However, should the applicant's civil engineer determine that only two spaces are required for elimination, i.e., seven remaining spaces would be provided, the project would, using the code interpretation discussed above, technically meet the Zoning Ordinance parking regulations and therefore the requirement that the applicant use the automotive repair bays only for smog check and oil changes services should not be imposed.

Respectfully submitted,



Michael Van Lonkhuysen
Planning Manager

Attachments

Attachment A – Site Location
Attachment B – Revised Site Plan

ATTACHMENT A

