

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, June 11, 2018 - 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

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

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

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

Proclaiming June 11, 2018 as Philippine Independence Day (Pilipino Bayanihan Resource Center)

APPROVAL OF MINUTES:

Regular Meeting of May 14, 2018

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

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.

considered separately at the end of the Agenda.

Resolutions:

1. Accepting Reimbursement Funds from County of Sonoma for Personnel Costs Related to the October 2017 North Bay Fires
2. Calling for Daly City Municipal Election on November 6, 2018, 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
3. Adopting Resolution Opposing a Citizenship Question on the 2020 Census
4. Noticing Completion of the 2017 Traffic Signal Painting Project
5. Amending Traffic Regulations to: (1) Relocate crosswalk from the west approach of E. Market Street and Lausanne Avenue to the west approach of E. Market Street and Florence Street (TSR 16/66); (2) Relocate stop signs on E. Market Street at Lausanne Avenue and install stop signs on E. Market Street at Florence Street (TSR 16/66); and (3) Prohibit left-turns from the northern driveway on El Dorado Drive in front of Daniel Webster School (TSR 18/67)
6. Noticing Completion of the Fire Station 95 Roof Replacement Project
7. Setting the Time and Place of the Public Hearing for Daly City's National Pollutant Discharge Elimination System Program Regulatory Fee
8. Setting Time and Place of Public Hearing - Proposed Purchase of an Additional Automated License Plate Reader
9. Authorizing Tree Maintenance Service Agreement with West Coast Arborist for FY 2018/2019
10. Supporting SB 221 (Wiener) - Ban on Gun Shows at the Cow Palace

END OF CONSENT AGENDA

PUBLIC HEARINGS:

11. Consideration of New Fees for the Daly City Afterschool Youth Recreation Program, Aquatics Lessons, and Field and Facility Rentals (Continued from May 14, 2018)

Staff:

Curran

Recommended Action:

Open/Close Hearing

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:

12. Council Committee

- A Affordable Housing Council Committee -
Housing Trust Funds from Sand Hill Partners
Foundation for the Purpose of Preservation and
Rehabilitation of 16 Apartments on E. Moltke
- B North County Fire Authority JPA Board Meeting
Council Committee

13. City Council

14. Staff

ADJOURNMENT:

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May 14, 2018

To view videos of the City Council meetings, visit <http://yt.vu/+dalycitycouncil>

The meeting was called to order by Mayor Manalo at 7:44 P.M.

ROLL CALL: Councilmembers Present:

Juslyn C. Manalo, Mayor
Raymond A. Buenaventura, Vice Mayor
Judith A. Christensen
Glenn R. Sylvester

Councilmembers Absent:

Michael P. Guingona

Staff Present:

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

PRESENTATIONS/PROCLAMATIONS:

Get Us Moving Update (Tasha Bartholomew, Communications Manager, San Mateo County Transit District)

Japanese Community Youth Council Student Photo Gallery 2018 (Kyle Nakamishi, Daly City Prevention Collaborative & Youth Participants)

Rotary Club of Daly City / Colma (Wilhelmina Santamaria, Charter President)

Proclaiming May 20-26, 2018 as National Public Works Week (John Fuller, Director of Public Works)

Proclaiming May 2018 as Asian American and Pacific Islander Heritage Month (Manufou Liaiga-Anoa'i, President, Jefferson Elementary School District)

APPROVAL OF MINUTES:

Regular Meeting of April 23, 2018

It was moved by Vice Mayor Buenaventura, seconded by Councilmember Christensen and carried to approve the minutes of April 23, 2018.

APPROVAL OF AGENDA:

It was moved by Councilmember Christensen, seconded by Vice Mayor Buenaventura, and carried to approve the agenda.

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CONSENT AGENDA:

It was moved by Vice Mayor Buenaventura, seconded by Councilmember Christensen and carried to approve the consent agenda.

Resolutions:

Executing Second Memorandum of Understanding with the San Francisco Public Utilities Commission Regarding Westlake Pump Station Design Services

Resolution 18-64, Authorizing Execution of Second Memorandum of Understanding with the San Francisco Public Utilities Commission (Westlake Pump Station Services)

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

Resolution 18-65, Accepting San Mateo County Narcotics Task Force DARE Funds for Purchase of Promotional Items for Children

Setting Time and Place of Public Hearing - Notice of Intent to Lien Real Property

18-66, Setting Time and Place of Hearing RE: Notice of Intent to Lien Real Property

Establishing Intent to Adopt the City's Annual Appropriation Limitation (Gann Limit)

18-67, To Adopt Its Appropriations Limitation for the Fiscal Year 2018-19 on June 25, 2018

Amending Traffic Regulations to: Install a 40-ft. No Parking (red) Zone Along the Northeast Corner at Christopher Court and Altamont Drive

18-68, Establishing Traffic Regulations

Authorizing Execution of Amendment No. 3 to Service Agreement for Daly City Bayshore Shuttle

18-69, Authorizing Execution of Amendment No. 3 to Service Agreement For the Daly City Bayshore Shuttle

Authorizing Use of Assembly Bill (AB) 1600 Funds to Upgrade Police Department Interview Rooms

18-70, Approving Use of AB 1600 Funds to Upgrade Police Department Interview Rooms

Check Registers:

Check Registers for the Month of April 2018

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END OF CONSENT AGENDA

PUBLIC HEARINGS:

Consideration of New Fees for the Daly City Afterschool Youth Recreation Program, Aquatics Lessons, and Field and Facility Rentals

Director of Library and Recreation Services Joseph Curran presented the proposed fee increase for the afterschool youth recreation program, aquatic lessons and field and facility rentals.

It was moved by Councilmember Sylvester, seconded by Vice Mayor Buenaventura and carried to open the public hearing.

Manufou Liaiga-Anoa'i, resident and Jefferson Elementary School District Board member, expressed her concerns about the increase in fees for facility rental and services. She believes that these services should serve the community, but over ten of the organizations (mostly athletics) that she is involved in are forced to go elsewhere because of Daly City's high rental fees. Camp Unity, a summer enrichment program will no longer be hosting this service in Daly City for the same reason. She is asking Council to work as a community to figure out how to keep these programs in Daly City because it is a safe haven for our youth.

Pamela DiGiovanni, resident articulated that her desire is to keep the diversity and our youth in Daly City and not wedge gaps between families. She is also concerned about how the fees for Benjamin Franklin and Garden Village Elementary could be kept equitable because both schools are part of the Jefferson Elementary School District in Daly City.

It was moved by Councilmember Christensen, seconded by Councilmember Sylvester to close the public hearing.

Councilmember Christensen made a motion to accept the new fees schedule with the following changes of increasing Lawson Hall fees from \$75/hour to \$85/hour and that fees for Gellert Park Clubhouse and Merced Room Clubhouse be moved from \$85/hour to \$95/hour. The motion failed due to lack of a second.

It was moved by Vice Mayor Buenaventura, seconded by Councilmember Sylvester and carried by the following vote to continue the item to the next meeting for further information and a revised fee schedule:

Ayes: Buenaventura, Sylvester, Manalo
Noes: Christensen

Approval of Benefit assessments for Linda Vista Are for Fiscal year 2018-19

Assistant Director of Public Works and City Engineer Richard Chiu gave an overview of the yearly assessments.

It was moved by Vice Mayor Buenaventura, seconded by Councilmember Sylvester to

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open the public hearing.

It was moved by Councilmember Sylvester, seconded by Vice Mayor Buenaventura to close the public hearing.

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

Resolution 18-71, Approving Engineer's Report and Imposing a Benefit Assessment for Fiscal year 2018-2019

COMMUNICATIONS:

Developer Selection and Authorization to Prepare an Agreement to Negotiate Exclusively for Junipero Serra Boulevard and Westlake Avenue, Daly City California (Site #1)

Director of Economic and Community Development Tatum Mothershead provided a brief capsule of the events leading up to the ANE (agreement to negotiate exclusively) with Duggan's Mortuary and is recommending Council approve the ANE.

It was moved by Councilmember Sylvester, seconded by Vice Mayor Buenaventura and carried by unanimously roll call vote to approve the following resolution:

Resolution 18-72, Approving Selection and Authorizing Exclusive Negotiating Agreement Between the City of Daly City Duggan's Serra Mortuary, Sierra Enterprises Corporation and Thunder Village Properties, LLC for Junipero Serra Boulevard and Westlake Avenue, Daly City (Site #1)

Adoption of Comprehensive Biennial Operating and Capital Budget for Fiscal Years 2019 and 2020

City Manager Pat Martel and Finance Director Lawrence Chiu presented the City's budget and requested Council adopt the proposed budget.

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

Resolution 18-73, Adopting Comprehensive Biennial Operating Budget and Capital Budget for Fiscal Years 2019 and 2020

AWARD OF BIDS/CONTRACTS:

Appropriate Funds and Award of Construction Contract for the 2018-19 St. Francis Heights Slurry Seal Project

Engineer Alexander Yuen and Assistant Director of Public Works Richard Chiu presented

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the subject project to Council.

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

Resolution 18-74, Authorizing Execution of Construction Contract with Graham Contractors, Inc. of San Jose, California (2018-19 St. Francis Heights Slurry Seal Project)

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Erwin Bonilla, resident wanted Council to be aware of SB182 passed in October 2017, which requires Uber and Lyft drivers to register for business licenses in both the cities they live and work in. Mr. Bonilla is asking Council to add an ordinance that would only require a business license for the City of residence.

Pamela DiGiovanni, resident announced that National Police Week is May 13 – 19 and requested to adjourn tonight's meeting in memory of the fallen officers. She praised the success of the Gun Buyback program and thanked Mayor Manolo and Councilmember Sylvester for attending and Chief Hensley and his staff for organizing the event. She is hopeful that the Council can look to the unfreezing of police and firefighter positions. Ms. DiGiovanni also thanked the Mayor for the Hepatitis B awareness event she attended which may encourage people to be tested and save lives.

Marian Mann, resident conveyed disappointment from the community regarding the division that is apparent amongst Council. She asked Council to be professional and pretend to have unity and leave the dissension behind closed doors. Ms. Mann also asked for Council to show respect for one another as the City's representatives because the citizens did not elect the Council to behave this way.

Randy Wang with Breathe California and the San Mateo County Tobacco Free Coalition would like to meet with Council about supporting the smoke free housing initiative to cover both apartments and condos.

Sylvia Alvarez-Lynch said she believes Vice Mayor Buenaventura lacks professionalism and ethical decent social behavior and that his highly inflated ego and outrageously immature nasty public behavior is an abuse of power that has reached a point where highly talented commissioners like Pauline Fong-Martinez and Charlie Tallerico will not serve on Daly City Commissions. Ms. Alvarez-Lynch stated her opinion that Vice Mayor Buenaventura is a liability and should resign before Daly City will need to defend him.

REPORTS:

Council Committee

City Ventures and City Toyota (Manalo, Buenaventura)
Water Committee (Manalo, Guingona)

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City Council

Mayor Manalo and Councilmember Sylvester reported attendance at recent community events and meetings from April 26, 2018 – May 11, 2018.

Staff Report

City Manager Martel announced and congratulated Finance Director Lawrence Chiu and the Finance Department on receiving the Government Finance Officer's Association Certificate of Achievement for Excellence in Financial Reporting (CAFR).

ADJOURNMENT:

Mayor Manalo requested a moment of silence and adjourned the meeting at 11:00 PM in memory of Necita Igtanloc Ruiz, all fallen police officers, and Elias Ortega.

City Clerk

Approved as submitted, this 11th
day of June, 2018.

Mayor



City Council Meeting Agenda Report

Item # _____

Meeting Date: June 11, 2018

Subject: **Acceptance of Reimbursement Funds from County of Sonoma for Personnel Costs Related to the October 2017 North Bay Fires**

Recommended Action

Staff recommends Council accept \$75,213.47 in reimbursement from the County of Sonoma for personnel costs resulting from mutual aid assistance during the North Bay fires.

Background

The Police Department assisted the County of Sonoma by providing a significant amount of personnel as a mutual aid request during the fire disasters in October 2017. As such, we were eligible for federal and/or state financial assistance by means of reimbursement for personnel costs, mileage, and some miscellaneous expenses.

Discussion

The Police Department applied for reimbursement through the California Office of Emergency Services and County of Sonoma for those personnel costs. On May 14, 2018, the Police Department received reimbursement funds from the County of Sonoma in the amount of \$75,213.47.

Fiscal Impact

There will be no cash match.

Summary/Conclusions

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

Respectfully submitted,

Cameron Christensen
Acting Captain

Patrick Hensley
Chief of Police



City Council Meeting Agenda Report

Item # _____

Meeting Date: June 11, 2018

Subject: Call for Daly City Municipal Election on November 6, 2018, 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 6, 2018 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)
Member of the City Council	(Full term of Four Years)

Approval to request consolidation with San Mateo County in the Statewide General Election of November 6, 2018 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 2018/2019 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: June 11, 2018

Subject: Resolution Opposing a Citizenship Question on the 2020 Census

Recommended Action

Adopt a Resolution Opposing a Citizenship Question on the 2020 Census.

Background

On December 12, 2017, the U.S. Department of Justice requested that the U.S. Census Bureau include a citizenship question on the 2020 Decennial Census. The Census Bureau has not had a citizenship question on the census since 1950.

Discussion

A coalition of 19 Attorneys Generals, including the State of California's Attorney General signed a letter addressed to the U.S. Secretary of Commerce opposing the request made by the U.S. Department of Justice. Signatories include the Governor of California and the Attorney's General from the following states: Colorado, Connecticut, Delaware, the District of Columbia, Hawaii, Illinois, Iowa, Maine, Maryland, Massachusetts, Mississippi, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont, and Washington. The letter asserts that adding this question will damage the accuracy of the 2020 Census, hinder the goals of the Voting Rights Act, and undermine the Census Bureau's quality guidelines.

On March 27, 2017, California Attorney General Xavier Becerra filed a lawsuit against the Trump Administration over its decision to add a citizenship question to the 2020 U.S. Census Bureau questionnaire. According to the lawsuit, an accurate population count of all individuals – regardless of citizenship status – is mandated every ten years under the U.S. Constitution. In addition to determining Congressional representation and distribution of federal funding, an accurate population count enables states and localities to identify the need for critical services like disaster relief, infrastructure projects, public health assistance, schools, and police and fire protection.

The Census Bureau has had challenges in counting the total population for many reasons. According to a 2016 report by the Administrative Records, Internet, and Hard to Count Population Working Group, the groups that have been generally harder to count include: racial and ethnic minorities, persons who do not speak English fluently, lower income persons, homeless persons, undocumented immigrants, and persons who are angry or distrustful of the government. The addition of a citizenship question to the census will decrease participation, which will have an adverse impact to the municipalities of California, including Daly City.

City Council Agenda Report**Subject: Resolution Opposing a Citizenship Question on the 2020 Census****Meeting Date: June Page 2 of 2**

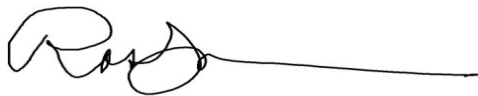
The City of Daly City strongly opposes adding a citizenship question to the 2020 census as it will deter participation rates in immigrant communities. It will add an additional barrier and make it difficult to target hard to reach populations, and the County of San Mateo and the City of Daly City will be adversely affected by the lack of participation in the 2020 Census. The City of Daly City supports the California Attorney General's lawsuit against the Trump Administration and the U.S. Census Bureau over its decision to add a citizenship question to the 202 U.S. Census questionnaire.

Summary/Conclusion

Staff recommends that the City Council adopt the attached resolution opposing a citizenship question on the 2020 Census.

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: Draft Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL CITY OF THE CITY OF DALY CITY
OPPOSING A CITIZENSHIP QUESTION ON THE 2020 DECENNIAL CENSUS

WHEREAS, on December 12, 2017, the U.S. Department of Justice requested that the U.S. Census Bureau include a citizenship question on the 2020 Decennial Census. The Census Bureau has not had a citizenship question on the census since 1950.

WHEREAS, per Article 1, Section 2 of U.S. Constitution “representatives and direct taxes shall be apportioned among the several states which may be included within this Union, according to their respective numbers.”

WHEREAS, an accurate population count of all individuals – regardless of citizenship status – is mandated every ten years under the U.S. Constitution.

WHEREAS, in addition to determining Congressional representation and distribution of federal funding, an accurate population count enables states and localities to identify the need for critical services like disaster relief, infrastructure projects, public health assistance, schools, and police and fire protection.

WHEREAS, a coalition of 19 Attorneys General, including the State of California Attorney General, signed a letter addressed to the U.S. Secretary of Commerce opposing the request made by the U.S. Department of Justice. Signatories include the Governor of California and the Attorney’s General from the following states: Colorado, Connecticut, Delaware, the District of Columbia, Hawaii, Illinois, Iowa, Maine, Maryland, Massachusetts, Mississippi, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont, and Washington. The letter asserts that adding this question will damage the accuracy of the 2020 Census, hinder the goals of the Voting Rights Act, and undermine the Census Bureau’s quality guidelines.

WHEREAS, On March 27, 2017, California Attorney General Xavier Becerra filed a lawsuit against the Trump Administration over its decision to add a citizenship question to the 2020 U.S. Census Bureau questionnaire.

WHEREAS, the Census Bureau has had its challenges in counting the total population for many reasons. According to a 2016 report by the Administrative Records, Internet, and Hard to Count Population Working Group, the groups that have been generally harder to count include: racial and ethnic minorities, persons who do not speak English fluently, lower income persons, homeless persons, undocumented immigrants, and persons who are angry or distrustful of the government.

WHEREAS, including a citizenship question on the 2020 Census will add an additional barrier and make it difficult to target hard to reach populations and the County of San Mateo and the City of Daly City may be adversely affected by the lack of participation in the 2020 Census.

NOW, THEREFORE, BE IT RESOLVELD by the City Council of the City of Daly City, that it does hereby resolves that the City of Daly City opposes a citizenship question on the 2020 Census and supports the California Attorney General's decision to join a coalition of 19 Attorneys Generals and supports the California Attorney's General lawsuit against the Trump Administration and U.S. Census Bureau over its decision to add the addition of a citizenship question to the 2020 Census.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2018, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

APPROVED:

CITY CLERK OF THE CITY OF DALY CITY

MAYOR OF THE CITY OF DALY CITY



City Council Agenda Report

Item # _____

Meeting Date: June 11, 2018

Subject: Notice of Completion for the 2017 Traffic Signal Painting Project

Recommended Action

Staff recommends that the City Council accept the improvements completed in compliance with the construction contract for the 2017 Traffic Signal Painting Project.

Background

In 1998, the City instituted a traffic signal painting program to extend the life of traffic signal equipment and to improve its aesthetic appearance. The program aimed to paint each signalized intersection once every five years. Traffic signal housings, their mounting hardware, back-plates and visors have thin metallic components that deteriorate quickly in salt-air environment if not protected by paint. Regular repainting reduces rust in the foggy salt air environment of Daly City and reduces more costly maintenance repairs. Due to the economic downturn and budget constraints, it has been more than 10 years since some of the traffic signals were last painted.

On November 13, 2017 the City Council authorized the award of the 2017 Traffic Signal Painting Project to E. Rozakis Restoration. The project included repainting of existing traffic signal heads and fittings in lusterless black color at 10 intersections and repainting 20 streetlights along School Street between Mission Street and Junipero Serra Boulevard.

On February 12, 2018 the City Council appropriated an additional \$15,000 to paint five additional traffic signals.

Discussion

E. Rozakis Restoration of Folsom, California has completed all improvements required by the construction contract documents for a total amount of \$122,000, including two change orders in the amount of \$34,700. The original contract award was for \$87,300. The first change order was issued to paint the signal hardware at five (5) additional traffic signals. A second change order was issued to paint one (1) additional traffic signal. The total dollar value of the change orders is 39.7% of the original Contract Award, which exceeds the contingency amount estimated at the contract award. The additional \$15,000 appropriated in February 2018 is sufficient to cover the cost of the additional work.

Fiscal Impact

The contract was completed in the total amount of \$122,000 with funds available in the Capital Improvement Program (CIP) project account 17-312-607-4509. No additional appropriation is need for this recommendation.

Notice of Completion for the 2017 Traffic Signal Painting Project

Meeting Date: June 11, 2018

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Summary/Conclusion

The contractor's work is now complete and acceptable for City maintenance. Staff recommends that the City Council accept the completed improvements for the City's maintenance and use and file the Notice of Completion.

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

Respectfully submitted,



Shirley Chan
Traffic Engineer



John L. Fuller
Director of Public Works

Attachments: Location Maps
Notice of Completion and Resolution

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

(2017 TRAFFIC SIGNAL PAINTING)

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 E. Rozakis Restoration, a Sole Proprietorship.

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:

2017 TRAFFIC SIGNAL PAINTING

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 fifty-five (55) 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: June 11, 2018
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:

2017 TRAFFIC SIGNAL PAINTING

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

E. Rozakis Restoration
1213 Newmark Way
Folsom, CA 95630

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 _____

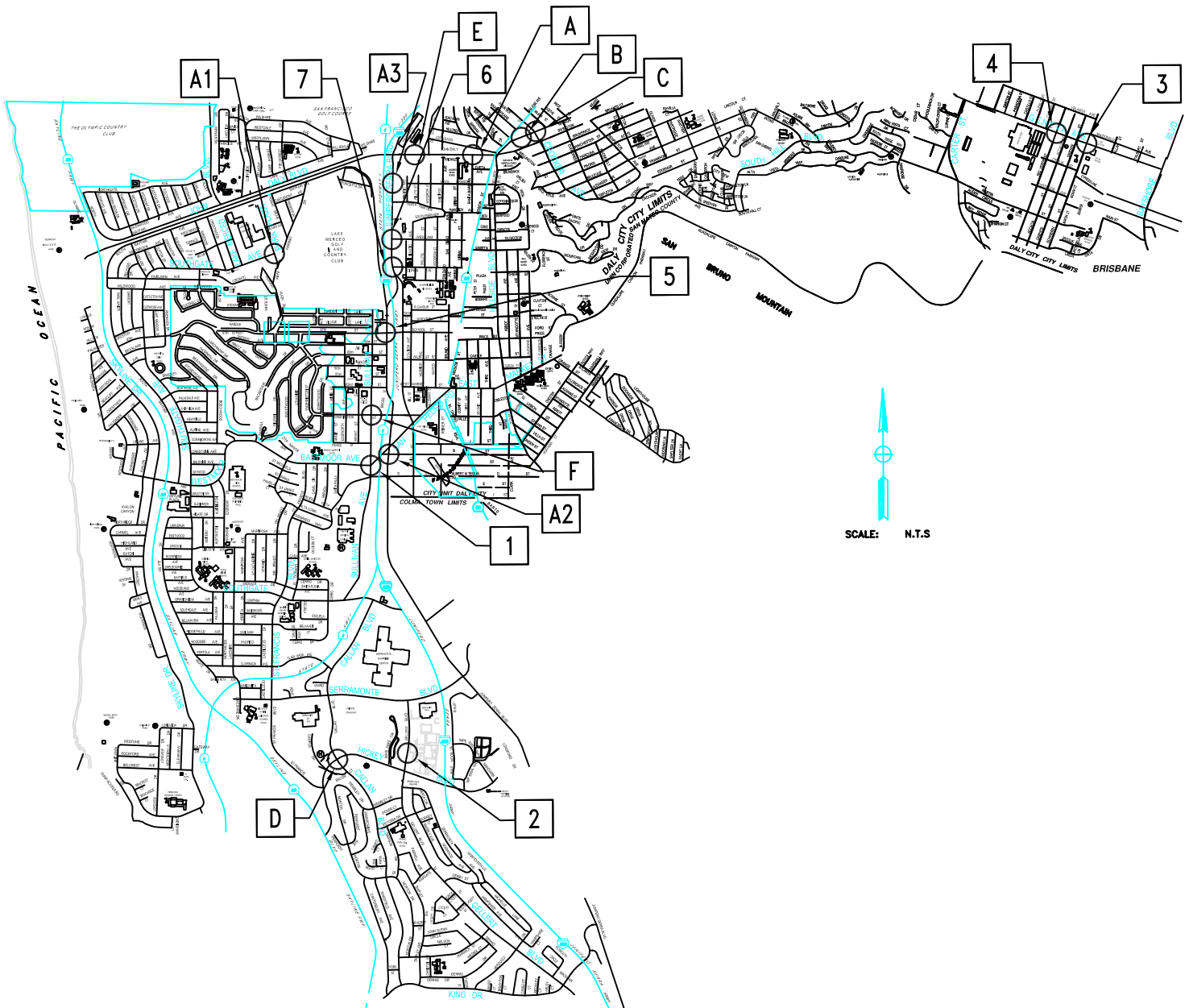
Name (Typed or Printed)
Notary Public in and for said County and State

EXHIBIT A

2017 TRAFFIC SIGNAL PAINTING

CITY OF DALY CITY

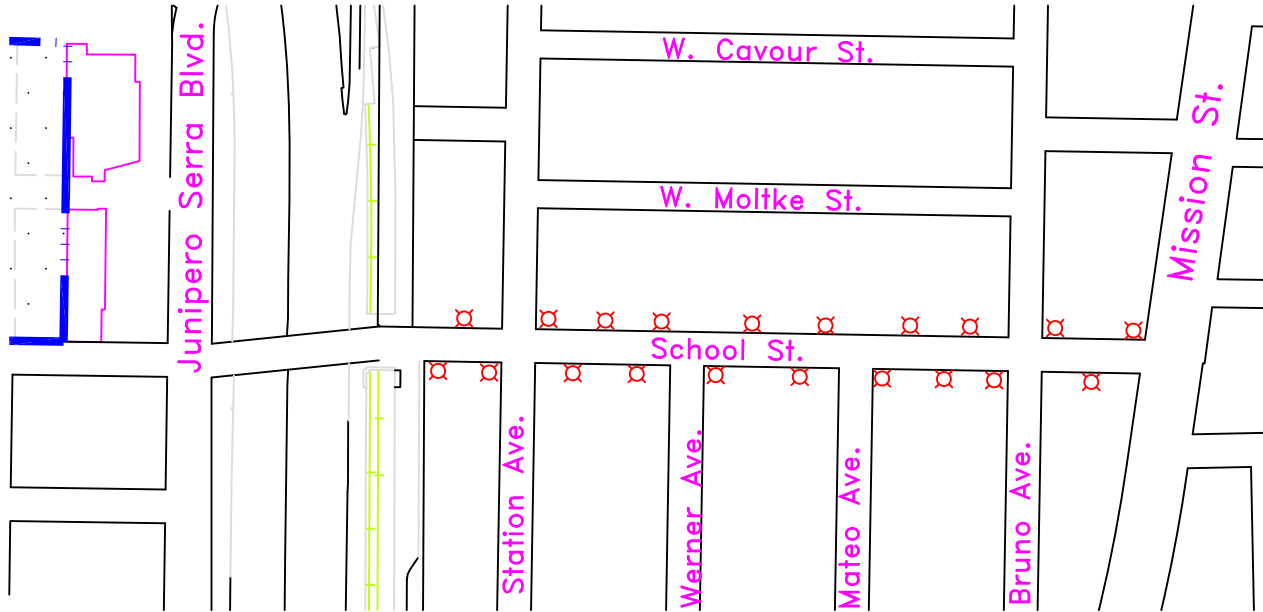
PROJECT LOCATION MAP



INTERSECTIONS PAINTED

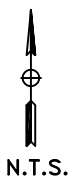
- | | |
|--|---|
| ① Sullivan Avenue/San Pedro Road | A① Park Plaza Drive/Southgate Avenue |
| ② Gellert Boulevard/Plaza Drive | A② San Pedro Road/Junipero Serra Boulevard |
| ③ Schwerin Street/Geneva Avenue | A③ Junipero Serra Boulevard/Garage Entrance |
| ④ Rio Verde Street/Geneva Avenue | A John Daly Boulevard/Santa Barbara Avenue |
| ⑤ School Street/Junipero Serra Boulevard | B 6239 Mission Street Ped Crossing |
| ⑥ Westlake Avenue/Junipero Serra Boulevard | C Crocker Street/Flournoy Street |
| ⑦ Citrus Avenue/Junipero Serra Boulevard | D Hickey Boulevard/Callan Boulevard |
| | E John Daly Boulevard/BART Exit |
| | F Washington Street/Sullivan Avenue |

EXHIBIT B
2017 TRAFFIC SIGNAL PAINTING
CITY OF DALY CITY
PROJECT LOCATION MAP



LEGEND

-  **STREET LIGHT POLE REPAINTED**
(locations of street light poles are approximate)





City Council Agenda Report

Item # _____

Meeting Date: June 11, 2018

Subject: Amend Traffic Regulations to: (1) Relocate crosswalk from the west approach of E. Market Street and Lausanne Avenue to the west approach of E. Market Street and Florence Street (TSR 16/66); (2) Relocate stop signs on E. Market Street at Lausanne Avenue and install stop signs on E. Market Street at Florence Street (TSR 16/66); and (3) Prohibit left-turns from the northern driveway on El Dorado Drive in front of Daniel Webster School (TSR 18/67).

Recommended Action

Recommend the City Council amend the City's traffic regulations as follows:

1. Relocate crosswalk from the west approach of E. Market Street and Lausanne Avenue to the west approach of E. Market Street and Florence Street. (TSR 16/66)
2. Relocate stop signs on E. Market Street at Lausanne Avenue and install stop signs on E. Market Street at Florence Street. (TSR 16/66)
3. Prohibit left-turns from the northern driveway on El Dorado Drive in front of Daniel Webster School between 8:00 – 9:00 a.m. and 2:30 and 3:30 p.m. on school days. (TSR 18/67)

Background

On April 14, 2016, the City's Traffic Safety Committee met and reviewed various requests for traffic improvements, signage and pavement markings, and recommended that the City Manager proceed with amending the aforementioned traffic regulations #1 and #2. At the time the requests were reviewed, Jefferson Elementary School District was still developing their site improvement plans for Pollicita Middle School. Off-site improvements at Pollicita Middle School were recently completed in May 2018.

On May 10, 2018, the City's Traffic Safety Committee met and review various requests for traffic improvements, signage and pavement markings, and recommended that the City Manager proceed with amending the aforementioned traffic regulation #3.

Discussion

The amendments to the traffic regulations are recommended for the following reasons:

1. In April 2016, Jefferson Elementary School District requested a new crosswalk be installed at the intersection of E. Market Street and Florence Street. As part of the Thomas R. Pollicita Middle School remodeling work, the school district proposed to install a new school walkway entrance near Florence Street and eliminate the old walkway entrance near Lausanne. Since pedestrian access at Lausanne Avenue would be restricted with the new layout, it was recommended the crosswalk be removed at Lausanne Avenue and installed at Florence Street.

2. In April 2016, Jefferson Elementary School District requested a new crosswalk at the intersection of E. Market Street and Florence Street. It was recommended that a new crosswalk be installed at Florence Street and the existing crosswalk at Lausanne Avenue on E. Market Street be removed. With the recommendation to relocate the crosswalk, it was also recommended to relocate the stop signs from Lausanne Avenue to Florence Street. Leaving the stop signs at Lausanne would create an unsafe situation for pedestrians and students.
3. Staff met with the principal at Daniel Webster School to discuss safety concerns. The principal requested restricting left-turn movements out of the parking lot during drop-off and pick-up times.

Fiscal Impact

Funding is available for the proposed signs and/or markings in the Street Maintenance operating budget 01-314-330-4241 for the current Fiscal Year 2017-2018.

Summary/Conclusion

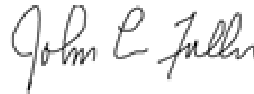
Recommend the City Council amend the aforementioned traffic regulations.

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

Respectfully submitted,

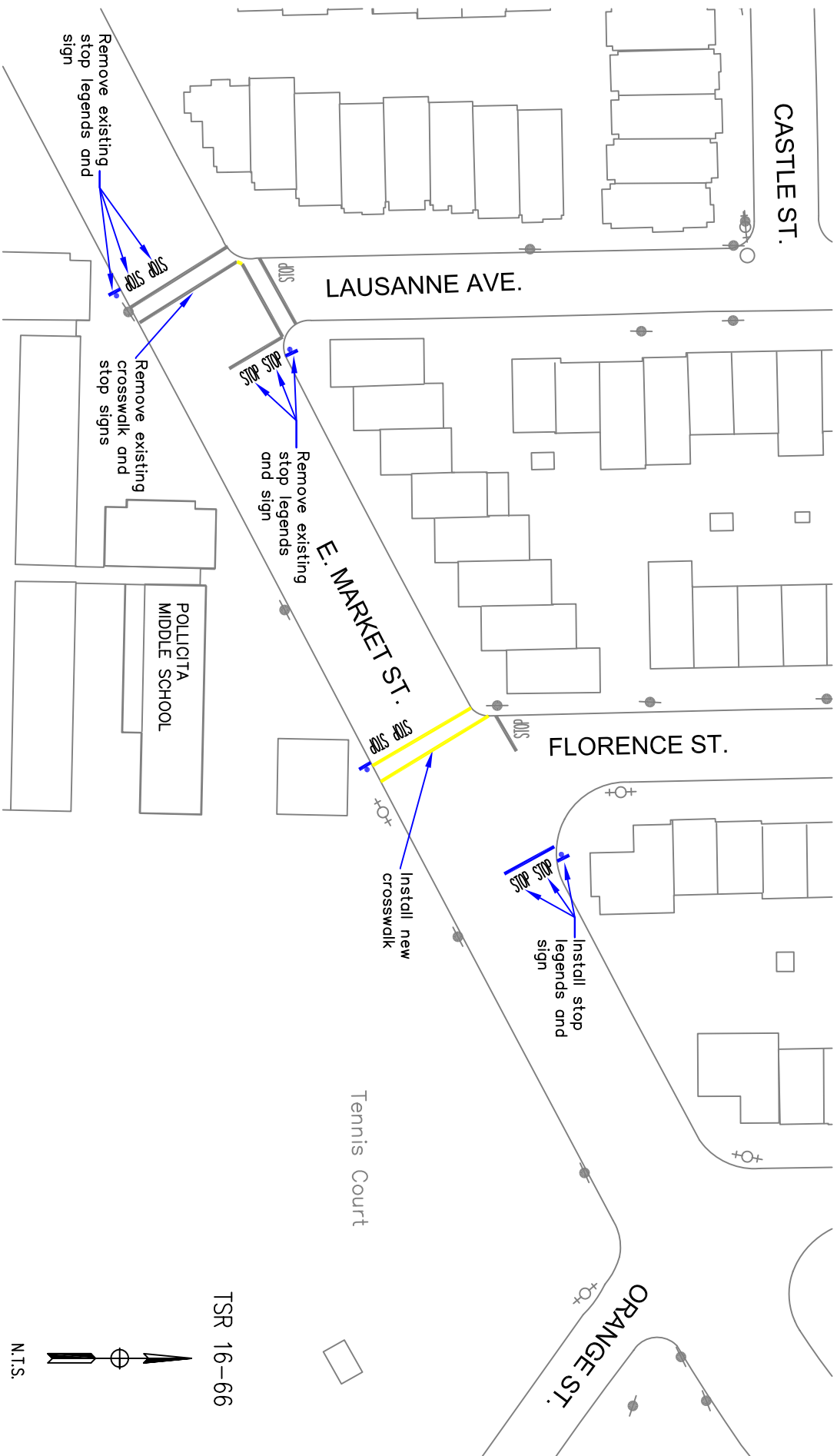


Shirley Chan
Traffic Engineer



John L. Fuller
Director of Public Works

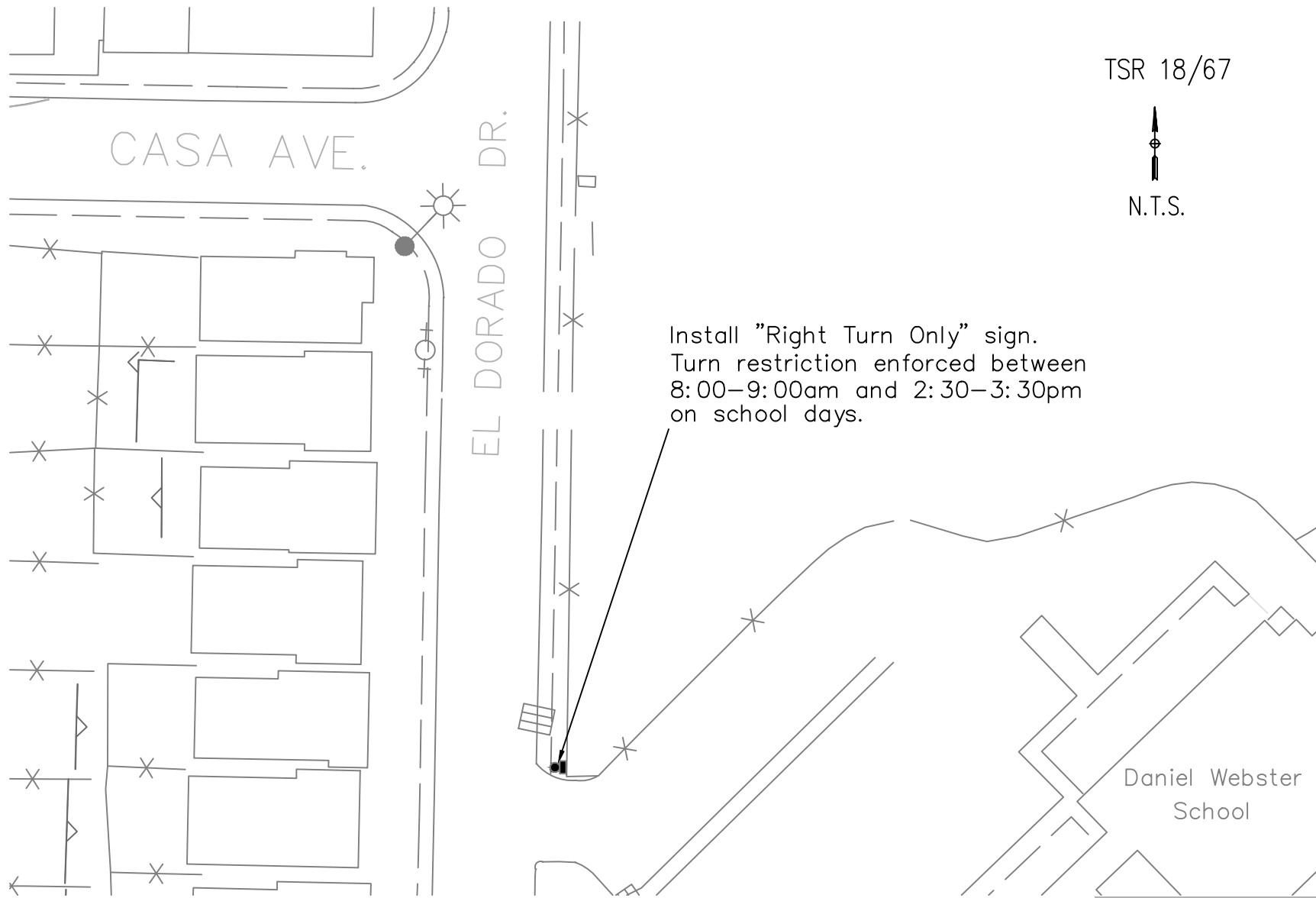
Attachment: Traffic Improvements Location Maps



THE CITY OF DALY CITY
 CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
 East Market Street

DATE	04/16	APPROVED	CITY ENGINEER
DESIGNED BY	JLF	CHECKED BY	NTS
REVIEWED BY	SC	SHEET NO.	1 OF 1
		PROJECT NO.	TSR 16-66
		REVISION NUMBER	
		REV.	



TSR 18/67



THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS

Daniel Webster School
El Dorado Drive

DRAWN	SCY	DATE	06/18	APPROVED	CITY ENGINEER
CHECKED	JLF	SCALE	NTS	SHEET NO.	1 OF 1
DESIGNED	SCY	SURVEY NO.		DRAWING NUMBER	TSR 18-67



City Council Agenda Report

Item # _____

Meeting Date: June 11, 2018

Subject: Notice of Completion for the Fire Station 95 Roof Replacement Project

Recommended Action

Staff recommends the City Council accept the Fire Station 95 Roof Replacement project as complete and authorize the recordation of the Notice of Completion.

Background

The Fire Station 95 Roof Replacement project is an approved and budgeted capital project identified in the City's Fiscal Years 2017 and 2018 Comprehensive Biennial Capital Improvement Program (CIP). The City received three (3) quotes on September 12, 2017. Upon review, the lowest acceptable bid was submitted by Pioneer Contractors, Inc. in the amount of \$97,800.00

On November 13, 2017, the City Council, per Resolution 17-178, authorized the execution of a construction contract with Pioneer Contractors, Inc. for the Fire Station 95 Roof Replacement project and allocated additional funds in the amount of \$35,000 to bring the total project budget to \$110,000.

Discussion

The Fire Station 95 Roof Replacement project began in mid-February 2018 and was completed in early May 2018.

On May 31, 2018, the City received the Thirty (30) Year High-Performance R-Mer Span Metal Roof System No Dollar Limit (NDL) Warranty from the manufacture, The Garland Company, and Pioneer Contractors, Inc.

The total project cost is \$97,800.00 which is equal to the original contract amount. There were no change orders issued for this project.

Upon authorization by City Council, the Notice of Completion will be recorded and the retention payment will be release after the noticing period has been completed.

Fiscal Impact

The contract was completed in the total amount of \$97,800 with funds available in the Capital Improvement Program (CIP) Project account 31-313-537-4536.

Notice of Completion for the Fire Station 95 Roof Replacement Project

Meeting Date: June 11, 2018

Page 2 of 2

Summary/Conclusion

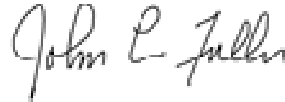
The contractor, Pioneer Contractors, Inc., has completed all the work to the City's satisfaction and provided the City with the executed warranty documentation. Staff recommends the City Council accept the Fire Station 95 Roof Replacement project as complete and authorize the recordation of the Notice of Completion.

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

Respectfully submitted,



Jeffrey W. Fornesi
Asst. to the Director of Public Works



John L. Fuller
Director of Public Works

Attachments: Notice of Completion and Resolution

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: June 11, 2018
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:

FIRE STATION 95 ROOF REPLACEMENT

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

Pioneer Contractors, Inc.
1485 Armstrong Ave.
San Francisco, CA 94124

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

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

(Fire Station 95 Roof Replacement)

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 Pioneer Contractors, 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:

FIRE STATION 95 ROOF REPLACEMENT

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 fifty-five (55) 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



City Council Agenda Report

Item # _____

Meeting Date: June 11, 2018

Subject: Setting the Time and Place of the Public Hearing for Daly City's National Pollutant Discharge Elimination System Program Regulatory Fee

Recommended Action

It is recommended the City Council set the time and place of a public hearing for 7:00 p.m., July 9, 2018 to review the local National Pollutant Discharge Elimination System (NPDES) Stormwater Regulatory Fee.

Background

The San Francisco Regional Water Quality Control Board issued a consolidated Bay Area Municipal Regional Permit (MRP) on November 19, 2015. The permit conditions mandate numerous and costly municipal stormwater management activities over the following five years. The City/County Association of Governments continues to administer the General Program components. Each municipality is responsible for achieving specific program activities and filing an annual report on city specific and county-wide compliance activity. The City first established a stormwater fee in 1995 several years after the NPDES regulatory program was initially established in 1991 in order to finance the many new municipal activities required under to comply with this program.

Discussion

Since 1995, Daly City utilized the regulatory fee structure adopted in Ordinance No. 1219 to finance local specific activities to comply with mandated Stormwater Program requirements. This fee structure has not been amended or increased at any time in the past 22 years. This fee structure remains as follows for each Assessor Parcel Number:

Single Family/Duplex	\$9.80	Multi-Family (11-20 units)	\$36.76
Unimproved Land	\$4.90	Commercial/Retail/Manufacturing	\$56.84
Multi-Family (3-10 units)	\$19.60	Condominiums	\$4.90

On an annual basis, this local fee generates approximately \$449,000. Its structure is based on the correlation between parcel size, land use and stormwater runoff, with the base fee assigned to single family/duplex parcels as they are the City's predominant land use. To allocate costs proportionately, all other categories of use are assigned a factor compared to single family/duplex and take into account street frontage, impervious surface coverage and vehicle trips.

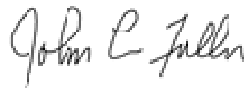
From its prior action, the City Council already authorized continued use of the San Mateo County Flood Control District to collect charges associated with the Countywide NPDES General Program.

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

Respectfully submitted,



Sibely Calles
Management Analyst



John Fuller
Director of Public Works



City Council Meeting Agenda Report

Item # _____

Meeting Date: June 11, 2018

Subject: Setting Time and Place of Public Hearing – Proposed Purchase of an Additional Automated License Plate Reader

Recommended Action

City Council to set June 25, 2018 as time, and City Council Chambers as place, of public hearing for proposed purchase of an additional Automated License Plate Reader (ALPR).

Background

The Police Department currently has (2) Automated License Plate Reader (ALPR) systems affixed to patrol cars, and (1) affixed to a Parking Enforcement vehicle. ALPR technology scans license plates at a high rate of speed and cross-checks those license plate numbers against law enforcement databases. These systems have provided valuable intelligence by providing police officers with immediate identification of stolen/wanted vehicles and missing persons. The Police Department complies with California Civil Code Section 1798.90.5 et seq. regarding ALPR technologies. Public agencies are required to provide an opportunity for public comment at a regularly scheduled public meeting of the government body of the public agency before implementing or changing the existing program.

Discussion

The Police Department is proposing the purchase of one additional ALPR system to be affixed to a city-owned police vehicle. The ALPR will be deployed in the field on a regular basis as part of standard patrol duties. The ALPR will assist officers in locating vehicles that have inquiries within law enforcement databases by providing instantaneous results in the field. This technology improves officer efficiency, and more importantly officer and community safety. Since the technology automatically checks license plates, the officer no longer needs to manually input information into their computer, allowing them to stay more alert to their surroundings. If there is a related inquiry, it provides an audible alert that will notify the officer. The addition of (1) ALPR will also enhance the intelligence gathering capabilities of the police department.

Fiscal Impact

The total cost for the purchase and installation of the 3M Automated License Plate Reader will not exceed \$18,000.00. All funds will be taken from Supplemental Law Enforcement Services funds (SLES). There will be no cash match or other costs to the City.

Summary/Conclusions

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

Respectfully submitted,

Cameron Christensen
Captain

Patrick Hensley
Chief of Police



City Council Meeting Agenda Report

Item # _____

Meeting Date: June 11, 2018

Subject: Tree Maintenance Service Agreement with West Coast Arborist for 2018/2019 Fiscal Year

Recommended Action

Approve the Tree Maintenance Service Agreement between the City of Daly City and West Coast Arborist (WCA) for the 2018/2019 Fiscal Year and authorize the City Manager to execute the service agreement on behalf of the City for a total amount, not to exceed \$125,000.

Background

West Coast Arborist (WCA), Inc. has been the primary tree maintenance contractor for the City of Daly City since November of 2014. Since that time, WCA has successfully completed a digitized tree inventory and assessment database called "Arbor Access On-Line", and provided tree maintenance service to 4,342 City owned trees. Through Arbor Access, City staff can review the work history of a specific tree, monitor the condition of trees, and submit service request to WCA. There are currently 130 different species of trees throughout the City. The City's tree inventory totals 7,300 trees with an estimated value of \$19,224,240.

The major accomplishments of the 2017/2018 fiscal year tree maintenance service were the routine pruning of 446 trees and the removal of 67 hazardous trees.

Discussion

In the course of preparing the City's Fiscal Years 2019 and 2020 Comprehensive Biennial Budget, \$125,000 was approved and allocated to City tree maintenance operations annually. The proposed service agreement with West Coast Arborist (WCA), Inc. provides for scheduled structural pruning based upon a variety of factors including species, condition, and age of tree. Tree maintenance services will also be provided on an as needed basis, including tree removal and planting.

Maintenance service contracts such as tree pruning, street sweeping or routine landscape work do not fall under the State Public Contract Code because these services do not meet the definition of "public Works" as defined in the Code. Therefore, competitive bidding is not required for these services by state statutes. However, the city's own purchasing policy requires that departments attempt to obtain competitive bid or quotes for all services or provide a "sole source" justification. West Coast Arborist (WCA) is unmatched in municipal tree maintenance service within the state of California having hundreds of cities as customers. As the unarguable leader in municipal tree care WCA has had the resources to develop and make available to its clients the use of their Arbor Access software. The availability and use of this proprietary software is what makes WCA's services unique and the only tree maintenance contractor that can provide the service level desired by Daly City. Therefore the recommendation to award this contract to WCA is based on the City's "sole source" policy for these services.

During the 2018/2019 fiscal year, the primary focus will be providing tree maintenance services to right-of-way trees in the tree management areas known as Bayshore and Original Daly City. Additionally, trees located within Hillside Park and around Teglia Community Center are scheduled to be pruned.

Fiscal Impact

Funding for tree maintenance service was approved when the City Council adopted the Fiscal Years 2019 and 2020 Comprehensive Biennial Budget. Funding for tree maintenance service was allocated to the following Public Works Maintenance Sections:

Street Maintenance	= \$75,000
Park Maintenance	= \$50,000

Summary/Conclusion

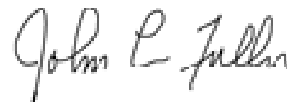
Department of Public Works staff recommends the City Council approve the attached Tree Maintenance Services Agreement and authorize the City Manager to execute the service agreement with West Coast Arborist on behalf of the City for a total amount not to exceed \$125,000 for the 2018/2019 Fiscal Year.

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

Respectfully submitted,

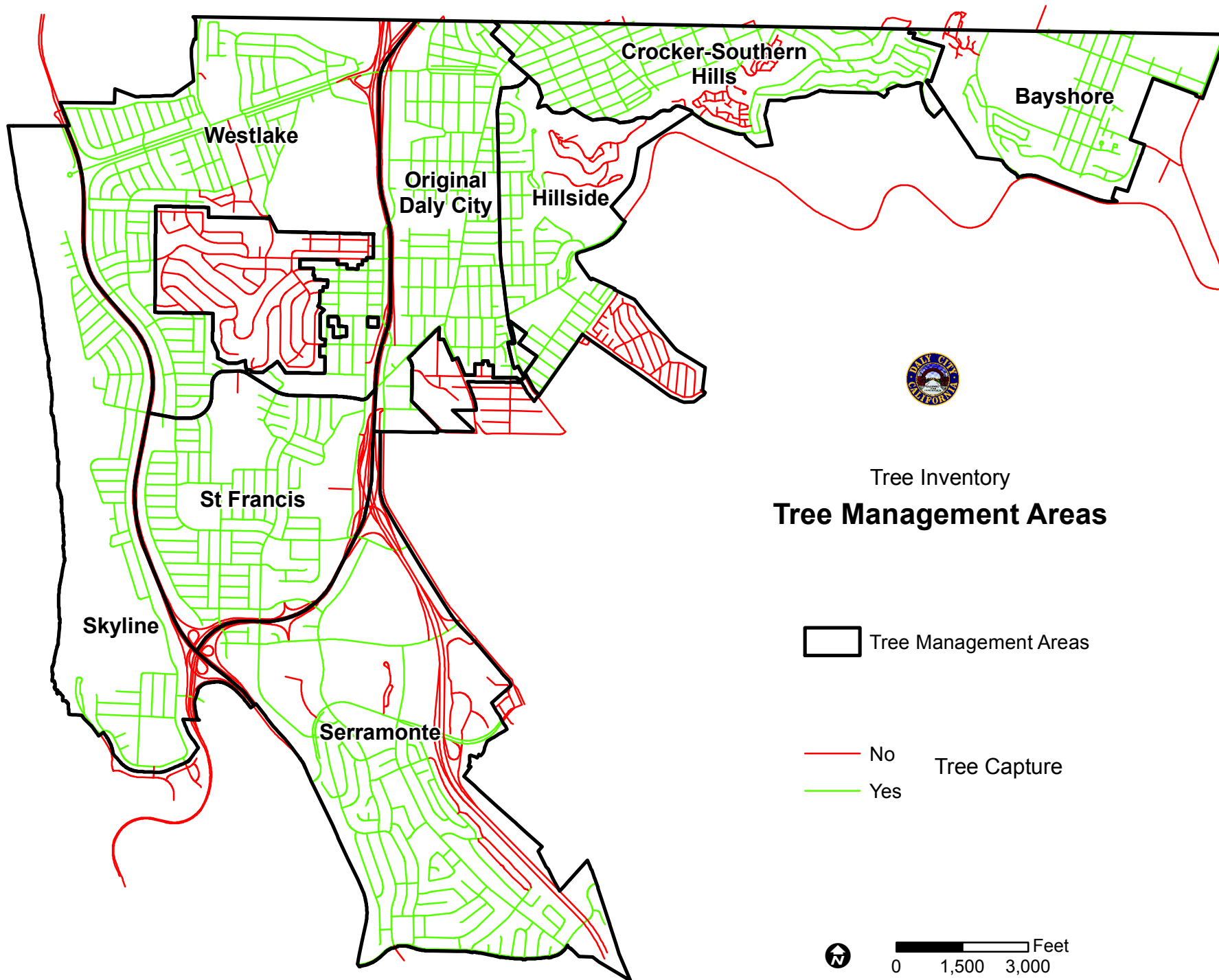


Jeffrey W. Fornesi
Asst. to the Director of Public Works



John L. Fuller
Director of Public Works

Attachments: Tree Maintenance Service Agreement FY18/19
Tree Management Area Map





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

Tree Maintenance Services Agreement

Term:

July 1, 2018 through June 30, 2019

AGREEMENT FOR TREE MAINTENANCE SERVICES

(West Coast Arborists, Inc.)

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the CITY OF DALY CITY ("CITY") and WEST COAST ARBORISTS, INC., a California corporation, State Contractor's License No. 366764 ("CONTRACTOR") with reference to the following facts:

1. TERM

- A. The term of this agreement shall commence on July 1, 2018, and continue through June 30, 2019, with an option to continue said agreement for up to two (2) years on the same terms and conditions as prescribed in this agreement, subject the rate of compensation to be paid to CONTRACTOR as hereinafter provided in Paragraph 4. If CITY desires to exercise its annual renewal option, CITY shall advise CONTRACTOR in writing of its intent to extend the Agreement by no later than April 1 of the term then expiring. If CONTRACTOR desires to adjust the rates as set forth in the then current Schedule of Rates for such extension period, CONTRACTOR shall give CITY written notice of such adjustment by April 30 of the term then expiring. CONTRACTOR may adjust the Schedule of Rates by an amount not to exceed the increase represented in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose Standard Metropolitan Statistical Area ("Index") for March of the term then expiring.

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

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

2. SERVICES TO BE PERFORMED BY CONTRACTOR.

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

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

3. COMPENSATION AND PAYMENT TO CONTRACTOR

CITY shall pay CONTRACTOR a sum not to exceed the budgeted amount for the services rendered in conformance with standards set forth in the Contract Documents during the period commencing July 1, 2018, through June 30, 2019. Payment shall be made in accordance with the Schedule of Rates attached hereto as Proposal, and incorporated herein by the reference.

- A. CONTRACTOR shall submit an itemized written invoice to CITY not more often than bimonthly setting forth the work performed and the rates charged in accordance with the Schedule of Rates set forth in the Proposal. Each billing shall include both a listing of completed work by address and tree species and inventory data acceptable to CITY. The listing will be provided by written report and via the Internet.
- B. CITY shall make payments to CONTRACTOR within thirty (30) days of receiving such monthly invoice for work satisfactorily performed, unless CITY disputes the amount CONTRACTOR claims is owed under this Agreements.

4. RECORDS

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

5. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

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

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

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

6. EXTRA WORK

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

7. STANDARD OF CARE

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

8. CITY'S RESPONSIBILITIES

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

9. COOPERATION

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

10. CONTRACTOR MANAGER

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

11. ADMINISTRATION

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

12. CITY POLICY

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

13. TIME OF PERFORMANCE

Time is of the essence of this Agreement.

14. DISPUTES PERTAINING TO PAYMENT FOR WORK

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

15. OFFSETS

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

16. INDEPENDENT PARTIES

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

17. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

18. WORKERS COMPENSATION

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

19. INDEMNIFICATION

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

20. INSURANCE

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

The Coverage shall provide the minimum limits:

Bodily injury \$1,000,000 each occurrence

Property damage \$1,000,000 each occurrence

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

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

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

20. CONFLICTS OF INTEREST

A. CONTRACTOR or the employees of CONTRACTOR may be subject to the provisions of the California Political Reform Act of 1974 (the "ACT"), which (1)

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

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

21. NONDISCRIMINATION

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

22. PROHIBITION AGAINST TRANSFERS

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

23. CONFIDENTIALITY

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

24. NOTICES

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

CITY

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

CONTRACTOR

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

25. VENUE

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

26. COST OF LITIGATION

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

27. WAIVER

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

28. COMPLIANCES

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

29. TERMINATION

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

30. INTEGRATED CONTRACT

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

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

CITY
City of Daly City

CONTRACTOR
West Coast Arborists, Inc.
A California Corporation

CITY, City Manager

Patrick O. Mahoney, President

CITY OF DALY CITY

ATTACHMENT “A” – SCOPE OF SERVICES

PROJECT SPECIFICATIONS

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

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

A. ANNUAL PRUNING PROGRAM

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

PROJECT SPECIAL PROVISIONS

A. DEFINITIONS

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

B. WORK QUALITY

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

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

C. STANDARDS

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

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

Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3½") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the CITY. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

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

1. Annual Tree Pruning

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

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Contractor shall notify the CITY forty-eight (48) hours in advance of scheduled pruning.
- (c) Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance Notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor’s personnel or others near the work site, work is to immediately cease, and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the CITY is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- (f) No hooks, gaffs, spurs or climbers will be used for anything other than removals.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- (i) Topping shall not be done unless specifically requested by the CITY.
- (j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2” or

greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

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

2. Pruning for Clearances

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

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

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

3. Pruning Palm Trees

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

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

4. Tree Removals

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

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

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

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

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

5. Crew Rental

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

6. Emergency Response

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

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

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

7. Line Clearance Pruning

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

8. Arborist Services

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

D. TRAFFIC CONTROL

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

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

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

E. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

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

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

F. CLEAN UP

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

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

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

G. DISPOSAL OF DEBRIS

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

1. Greenwaste Recycling Report:

Greenwaste that is transported to an off site facility for grinding into mulch shall be documented and available to the CITY on a monthly basis.

2. Wood Chips:

(a) Chips generated from pruning operations within the CITY may first be dumped at a CITY designated site.

(b) At the direction of the CITY, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the CITY.

3. Milling (additional service & cost):

At the direction of the CITY, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the CITY at a cost.

H. PARKING

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

I. INVOICE

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

J. INSPECTIONS

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

K. WITHHOLDING PAYMENT

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

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

L. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The CITY may modify these specifications with the joint approval of the Contractor and the CITY. All modifications shall be in writing.
2. In the event that the CITY should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

M. COOPERATIVE PURCHASING

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

N. CLARIFICATION OF SPECIFICATIONS

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

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

CITY OF DALY CITY

ATTACHMENT “B” – PRICE SCHEDULE

PHYSICAL GPS TREE INVENTORY **PER TREE SITE** **\$1.00**

(Cost can be paid in equal installments over term of the contract.)

GRID TREE PRUNING **EACH** **\$78.75**

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

SERVICE REQUEST TREE PRUNING **BASED ON SIZE**

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

Medium size (0 – 12” DBH)	PER TREE	\$122.15
Large size (13 & over DBH)	PER TREE	\$230.70
King or Queen palm pruning	PER TREE	\$78.75
Washingtonia palm pruning	PER TREE	\$78.75
Canary Island Date Palm pruning	PER TREE	\$230.70
Palm tree skinning	PER LINEAR FT.	\$16.25

TREE ONLY REMOVAL

Caliper of trees to be measured at 4 feet above soil level. City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to WCA. WCA calls U.S.A. and prepares internal work order. Crew removes all debris that is generated and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or 95-foot tower would fall under Crew Rental rates.

Medium size (0 – 12” DBH)	PER TREE	\$257.85
Large size (13 – 24” DBH)	PER TREE	\$712.50
Very large size (25” & over DBH)	PER TREE	\$1221.45

STUMP ONLY REMOVAL

Stumps to be measured at 6-inches above ground level. City prepares list of stumps to be removed, marks stump, notifies homeowners and submits lists to WCA. WCA calls U.S.A. and prepares internal work order. Stumps will be ground to a depth of 18 inches. All holes will be backfilled, as well as all debris cleaned up and hauled away.

Medium size (0 – 12” DBH)	PER TREE	\$67.85
Large size (13 – 24” DBH)	PER TREE	\$257.85
Very large size (25” & over DBH)	PER TREE	\$346.00

TREE PLANTING

BASED ON SIZE

Planting includes the tree, stakes, ties and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. WCA will guarantee the life of the tree for a period of ninety (90) calendar days, excluding vandalism and extreme weather conditions. After ninety (90) days, the tree will be the responsibility of the City and/or resident.

15-Gallon (tree furnished by City)	EACH	\$169.65
15-Gallon (tree furnished by WCA)	EACH	\$203.55
24-inch box (tree furnished by City)	EACH	\$257.85
24-inch box (tree furnished by WCA)	EACH	\$386.80

CREW RENTAL

PER MAN HR \$81.50

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, special projects that are difficult to access with equipment, or trimming or removing specific trees requiring immediate attention.

EMERGENCY CREW RENTAL (2-MEMBER CREW) PER MAN HR \$108.50

WCA will respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within ninety (90) minutes from the time of notification from the City. The standard crew is two men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of tree-related emergency. The crew will do what is necessary to render the hazardous tree or tree-related condition safe. No minimum call-out required.

SPECIALTY EQUIPMENT RENTAL

HOURLY \$162.85

WCA can dispatch a variety of specialty equipment including 100-foot crane, 95-foot aerial tower, and/or roll-off trucks with loaders (disposal fees are not included). These pieces of equipment include one operator.

ARBORIST SERVICES (Report writing) HOURLY \$162.85



City Council Meeting Agenda Report

Item # _____

Meeting Date: June 11, 2018

Subject: Support for SB 221 (Wiener)

RECOMMENDATION: It is recommended that the Mayor and City Council consider approving the attached resolution in support of SB 221(Wiener) which proposes to ban gun shows at the Cow Palace in Daly City.

BACKGROUND/DISCUSSION: SB 221, authored by Senator Scott Wiener, with principal co-author Assemblymember Phil Ting, would prohibit the sale of firearms and ammunition at the state-owned Cow Palace located in the Bayshore neighborhood of Daly City. The effective date of SB 221, if enacted by the Legislature, would be January 1, 2020.

Although gun shows have historically been hosted in a variety of state-owned facilities, allowing for guns to be purchased at such public events, times have changed. Despite existing laws that regulate the sale and transfer of firearms, our state and country have experienced numerous incidents of mass gun violence in recent years. These tragic events might have been avoided had the sale of firearms and ammunition been more restricted. Certainly, the State's approval of gun shows in its facilities is a cause for concern given the number of lives that have been lost through gun violence. Gun shows continue to exacerbate the level of access to firearms that our community experiences.

What is of real concern, is how gun shows and the sale of firearms, impacts students in the community. With recent incidents of gun violence in schools across the U.S., protecting students in Daly City and cities throughout the area, is of the utmost importance. Daly City and neighboring jurisdiction the City and County of San Francisco, prohibit gun shops in our respective jurisdictions. However, it is unfortunate and disappointing that a loophole to this prohibition exists at the state-owned Cow Palace, thereby impacting both of our communities.

With the potential implementation of SB 221, gun shows and firearms sales, will be banned at the Cow Palace, effective January 1, 2020. This will allow more than sufficient time for the Cow Palace to conclude any existing contractual obligations, thereby having no negative economic impact on the operations of the Cow Palace. SB 221 includes an exemption that would allow for gun buyback programs to be held at the Cow Palace to assist with the further elimination of guns in the community.

SUMMARY/CONCLUSION: SB 221(Wiener) is a positive first step toward reducing the number of firearms being made available in Daly City and other communities. Recent incidents of gun violence across the U.S. underscore the importance of making the availability of guns much more restricted. Banning gun shows at a state-owned facility represents good public policy. The state's interests in generating revenue can be accomplished through other means rather than providing a venue for promoting the purchase of firearms and ammunition.

Staff recommends that the City Council review and approve the attached resolution in support of SB 221(Wiener) and authorize staff to transmit a certified copy of the resolution to Senator Scott Wiener.

Respectfully submitted,

City Manager

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
SUPPORTING CALIFORNIA SENATE BILL 221, AUTHORED BY SENATOR SCOTT
WIENER, PROHIBITING THE SALE OF FIREARMS AND AMMUNITION AT THE
STATE-OWNED COW PALACE IN DALY CITY, IMPLEMENTATION WOULD BEGIN
JANUARY 1, 2020

WHEREAS, gun shows are currently hosted at the California state-owned property Cow Palace, located in Daly City; and

WHEREAS, the Cow Palace hosts gun shows several times a year, most recently in April of 2018 and, prospectively, June of 2018; and

WHEREAS, on four previous occasions, the California Legislature has attempted to end the Cow Palace gun shows, the most recent being in 2013, which Governor Brown vetoed; and

WHEREAS, local municipalities lack the jurisdictional power to force Cow Palace to end the gun shows, thus, a loophole exists that must be closed; and

WHEREAS, the governing bodies of San Francisco, Daly City, and San Mateo County have continuously voiced their opposition to the gun shows being held at the Cow Palace Fairgrounds, and, San Francisco, specifically, does not allow gun shops to exist within its communities; and

WHEREAS, Cow Palace straddles San Mateo and San Francisco Counties, but the communities in the immediate vicinity (e.g., Sunnydale-Valesco, Visitacion Valley, Bayview Hunters Point) are some of the communities experiencing some of the highest levels of gun violence in San Francisco; and

WHEREAS, despite the uptick in the number of mass gun violence in our country, guns continue to be sold in publicly owned venues statewide, California elected officials must take a stand against gun violence and do everything that they can to decrease the number of guns on our streets; and

WHEREAS, the Cow Palace gun shows are antithetical to the expressed wishes and desires of the communities who live in the area and who bear the burden of gun violence; and

WHEREAS, the gun shows at the Cow Palace fairgrounds take place five-times a year for two-days each time totaling ten-days each year on any given calendar year, despite explicit and protracted opposition from local community members; and

WHEREAS, studies show that at least 40% of children in high-violence urban areas have witnessed a shooting; and

WHEREAS, seven children and teens (age 19 or under) are killed with guns in the United States on an average day; and

WHEREAS, children and teens in the United States are seventeen-times more likely to die from gun violence than their peers in other high-income countries; and

WHEREAS, if approved, SB 221 would not go into effect until January 1, 2020, so as to not negatively impact any existing contracts that the Cow Palace may have; and

WHEREAS, if approved, SB 221 would put in place a statute governing the sale of guns and ammunition at the Cow Palace fairgrounds, gun shows would be categorically banned from the Cow Palace fairgrounds; and

WHEREAS, the City and County of San Francisco will continue to actively push for common-sense solutions that help keep San Franciscans safe and decrease our country's gun violence epidemic; and

WHEREAS, if approved, SB 221 does exempt gun buyback programs run by law enforcement.

NOW, THEREFORE BE IT RESOLVED, by the City Council of City of Daly City that it does hereby support SB-221 for the reasons stated herein.

BE IT FURTHER RESOLVED, by the City Council of City of Daly City that it directs the City Clerk to transmit copies of this Resolution to the State Legislature and the City Lobbyist upon passage.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2018, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: June 11, 2018

Subject: Consideration of New Fees for the Daly City Afterschool Youth Recreation Program, Aquatics Lessons, and Field and Facility Rentals (Continued from May 14, 2018)

Proposed Action

Staff is recommending that the City Council adopt a resolution establishing new fees for the Daly City Afterschool Youth Recreation Program (AYRP), aquatics lessons, and field and facility rentals.

Background

Afterschool Youth Recreation Program

At its regular meeting of April 24, 2018, the Recreation Commission voted to support the staff recommendation to adjust fees for the Daly City Afterschool Youth Recreation Program, swimming lessons, and field and facility rentals. If the City Council adopts the proposed fee schedules, the new rates will be implemented in the fall of 2018.

The Afterschool Youth Recreation Program (AYRP) provides a safe, enriching, and educational environment for an average of 290 students per month at four school sites. The program provides children with a wide range of experiences, including silent sustained reading and journaling, homework assistance, enrichment and cooperative play activities, fitness challenges, daily snacks, and social interaction.

Due to the anticipated rise in the cost of providing the program, staff proposes to raise the monthly base fee for AYRP from \$64 to \$69 per month. The fee covers a Monday through Friday program, offered three hours a day. The proposed AYRP fee would allow the continuation of a low staff to student ratio while offsetting the increases in staff wages. During the current Fiscal Year, AYRP revenues are expected to gross approximately \$180,000. The proposed fee increase would result in revenue of about \$200,675 in Fiscal Year 2018-19, assuming participation rates remain consistent with the current year.

The cost of afterschool care in the area ranges from a low of \$64 per month (provided by the Department of Library and Recreation Services as described) to a high of \$421 per month (Junipero Serra School). A comparable program offered by the Jefferson Elementary School District costs \$240 per month – for three hours care per day, five days per week.

The monthly fee for AYRP was increased in February 2016, when the fee was adjusted from \$53 per month to \$64 per month.

School Year	Monthly Base Fee	Revenue	Direct Expenses
2017-2018 (projected)	\$64	\$180,000	\$255,568
2018-2019 (proposed)	\$69	\$200,675	\$255,472

Fees for Recreation Programs, Aquatics Lessons, and Field and Facility Rentals

Meeting Date: June 11, 2018

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Aquatics

Since the Grand Re-Opening of Giammona Pool's in 2010, Daly City recreation staff has continued to improve and expand aquatics programming. By 2012, staff added semi-private lessons, the After School Swim Club, Friday night special events, and additional lap swim hours to the growing menu of programs and services available at the pool.

Giammona Pool is also home of the Daly City Dolphins Aquatics Club. The fees charged to the Dolphins are set by an agreement that is approved by the City Council. Those fees are not included in the current proposed adjustment. The Dolphins' agreement with the City of Daly City covers a three-year term that ends on June 30, 2019.

Today, Giammona Pool offers the community a variety of program and class options, including the most popular of all recreation activities - swimming lessons. More than 1,250 swimming instruction classes are offered each year, serving more than 6,400 swimmers, and generating approximately \$370,831 in annual program revenues.

Staff is proposing to raise the fee of the basic swimming lessons from \$53 per session to \$60 per session (\$75 for non-residents). The suggested increase for pre-school lessons is \$6, from the current fee of \$59 to \$65 per session (\$81 for non-residents). By increasing lesson fees, the projected program gross revenues should grow by an estimated \$38,000, bringing the annual revenue total to \$415,590 for aquatics program.

Proposed Aquatics Fees

Aquatics Lesson Description	Current Fee (Discounted Resident/Non-Resident)	Proposed Fee (Resident/Non-Resident)
Pre-School Lessons	\$59/\$74	\$65/\$81
Youth Lessons	\$53/\$66	\$60/\$75
Teen/Adult/Senior Lessons	\$53/\$66	\$60/\$75
Swimmer's Aide	\$53/\$66	\$60/\$75
Semi-Private Swim Lessons	\$110/138	\$120/\$150
ARC Lifeguard Class	\$190/\$242	\$220/\$275

The proposed fees for aquatics lessons offered by the Daly City Department of Library and Recreation Services are comparable to those charged by neighboring jurisdictions. Youth lessons in Burlingame cost \$110, for example, but San Francisco Recreation and Parks charges just \$28 for a similar program.

Fees for aquatics lessons were last adjusted by City Council resolution on November 28, 2011 and were implemented in March 2012. The proposed fees, if adopted, would go into effect beginning with the Fall 2018 sessions.

Fees for Recreation Programs, Aquatics Lessons, and Field and Facility Rentals

Meeting Date: June 11, 2018

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Aquatics Lessons Comparison with Neighboring Jurisdictions

Location (Pool)	Toddler Lessons	Youth/Adult Lessons	Teen/Adult Lessons	Semi-Privates
Daly City (Giammona Pool), PROPOSED FEES	\$65	\$60	\$60	\$120
Burlingame (Burlingame Aquatics Club)	\$110	\$110	\$96	\$480
Pacifica (Jean E. Brink Swimming Pool)	\$76	\$68	\$65	\$105
San Bruno (San Bruno Park Pool)	\$60	\$60	\$60	\$250
San Francisco (Janet Pomeroy Center)	\$133	\$200	\$200	\$200
San Francisco Recreation and Parks (Sava Pool, Hamilton, etc)	\$47	\$28	\$59	\$182

Giammona Pool is also available for parties. In Fiscal Year 2016-17, customers rented the pool 91 times. The rate for a two-hour pool party for up to 49 swimmers is \$386 for Daly City residents, \$482 for non-residents. Staff is not recommending changing the rate for pool party rentals. Pools in neighboring cities are also available for pool parties, with rates ranging from a low of \$240 for two hours (San Bruno) and a high of \$500 for two hours (San Francisco).

Pool Party Rental Fee Comparison with Neighboring Jurisdictions

Location (Pool)	2 Hour Pool Party, 0-49 Swimmers	
	Resident	Non-Resident
Daly City (Giammona Pool)	\$386	\$482
Burlingame (Burlingame Aquatics Club)	\$400	\$500
Pacifica (Jean E. Brink Swimming Pool)	\$300	\$300
San Bruno (San Bruno Park Pool)	\$240	\$300
San Francisco Recreation and Parks (Sava Pool, Hamilton, etc)	\$500	\$500

The current pool party fee was set by resolution of the City Council in 2011.

Fees for Recreation Programs, Aquatics Lessons, and Field and Facility Rentals

Meeting Date: June 11, 2018

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Field and Facility Rentals

The Department of Library and Recreation Services presently provides facility rentals to members of the public. Recreation facilities and fields, as well as certain shared-use properties owned by the Jefferson Elementary School District, are available for rent on an hourly basis.

The status of each renter for Recreation facilities is determined to be one or more the following:

- Resident: discounted hourly rate.
- Resident Non-Profit: discounted hourly rate less 40%, allowed one (1) time per calendar year.
- Non-Resident: standard hourly rate.
- Non-Resident Non-Profit: standard hourly rate less 20%.

Most facility rentals require payment for a minimum of four hours use. Exceptions include funeral/memorial services and small classroom use. In addition to the stated rates, a number of additional fees are addressed in every facility rental. These additional fees are:

- **Insurance Fee:** Renters must pay a fee to the City of Daly City to provide Tenants and Permittees Insurance, based on the maximum occupancy of the facility. Insurance Fees presently vary from \$105 per event for the smallest facility to \$200 per event for the largest.
- **Rental Deposit Fee:** Renters must provide a deposit fee for their rental in an amount determined by the size of the facility. This fee is returned to the renter in full provided there are no issues requiring collection of additional funds. Such issues include events ending past the agreed time, damage to property, failure to clean, and, in the case of teen events, Police response. Rental Deposit Fees are presently \$250 for most of the facilities, but the gymnasiums are \$800 each.
- **Custodial Fee:** There is a mandatory \$400 charge to the renter for any gym rental (excluding athletic uses).
- **Security Fees:** At present, renters are required to provide security under the following circumstances:
 1. Teen and Youth events (defined as 12 to 21 years of age).
 2. Events where alcohol made available for purchase by guests of the renter.
 3. Events where money is collected at the door or during the event.
 4. All non-athletic gymnasium rentals

The present policy requires that one police officer must be provided for every 100 attendees at any of the above events. For teen and youth events, renters currently have a choice of:

- Paying \$60 per hour for a police officer and paying the regular deposit OR
- Paying an increased deposit with the understanding that the increased deposit will be forfeited if the police are called.

Fees for Recreation Programs, Aquatics Lessons, and Field and Facility Rentals

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Field and Facility Rentals (continued)

- **Cancellation Fee:** At present, if a renter cancels an event more than thirty days prior to the event, they will be refunded their deposit minus a \$100 cancellation fee. If a renter cancels an event less than thirty days prior to the event, the renter forfeits the entire deposit.
- **Late Payment Fee:** At present, any outstanding charges due to the City for a facility rental are due no later than two weeks prior to the event. If the full amount is not received at least two weeks prior to an event, an additional \$50 late payment fee is assessed.

Summary of Proposed Facility and Field Rental Fees

FACILITY	CURRENT Hourly Rate For Daly City Residents	PROPOSED Discounted Hourly Rate for Daly City Residents
Hillside Clubhouse	\$50	\$60
Marchbank Clubhouse	\$50	\$60
Larcombe Clubhouse	\$75	\$85
Gellert Park Clubhouse	\$85	\$85
War Memorial Activity Room	\$100	\$110
Café Doelger	\$100	\$110
Merced Room	\$85	\$110
Albert Teglia Community Center	\$100	\$110
Lawson Hall	\$75	\$85
Lincoln Park Community Center	\$125	\$130
Gellert Park Picnic Shelter Side A	\$100 per day	\$125 per day
Gellert Park Picnic Shelter Side B	\$100 per day	\$125 per day
GYM – General Rental	CURRENT Hourly Rate	PROPOSED Hourly Rate
Bayshore Gym	\$200	\$200
War Memorial Upper Gym	\$200	\$200
Pacelli Gym	\$200	\$200

Other Fees for Facility Rentals

MISCELLANEOUS FEES	CURRENT	PROPOSED
Non-Resident Fees	\$75 flat fee	\$20 per hour all facilities
Rental Deposit	Facilities with a capacity of: 49 – 160 people = \$250 300 – 588 people = \$800	Facilities with a capacity of: 49 people = \$250 85 – 160 people = \$400 300 people = \$800 588 people = \$1,000
Change Fee	\$50 flat fee	\$50 flat fee
Late Fee	\$50 flat fee	\$100 flat fee
Class Room Fee – Doelger	\$25 per hour	\$25 per hour
Class Room Fee – WMCC	\$30 per hour	\$30 per hour

Fees for Recreation Programs, Aquatics Lessons, and Field and Facility Rentals

Meeting Date: June 11, 2018

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Comparable Rental Fees in Neighboring Jurisdictions

COMPARISON Facilities	Hourly Rate
Colma Community Center	\$59 for residents/\$142 for non-residents
Sterling Park Recreation Center, Colma	\$150 for residents (not available for non-residents)
Brisbane Community Center	\$55 for residents/\$144 for non-residents
Mission Blue Center, Brisbane	\$301 for residents/\$430 for non-residents
Westborough Recreation Building, SSF	\$147 for residents/\$162 for non-residents
Joseph A. Fernekes Building, SSF	\$184 residents/\$199 for non-residents
Chetcuti Room, Millbrae	\$109 for residents/\$136 for non-residents

Gymnasiums in neighboring jurisdictions are generally not available for non-athletic uses. One exception is a gym in the Highlands Recreation District, which is available for non-athletic events for a flat rate of \$80.

Proposed Fees for Facilities and Fields – Athletic Uses

GYM – Athletic Rental	CURRENT Hourly Rate	PROPOSED Discounted Daly City Resident Hourly Rate
Bayshore Gym	General Rental -- \$75 Schools Outside Daly City -- \$50 Daly City Private School -- \$35	\$100
War Memorial Lower Gym	General Rental -- \$75 Schools Outside Daly City -- \$50 Daly City Private School -- \$35	\$100 If renting both Lower and Upper -- \$250
War Memorial Upper Gym	General Rental -- \$75 Schools Outside Daly City -- \$50 Daly City Private School -- \$35	\$100 If renting both Lower and Upper -- \$250
Pacelli Gym	General Rental -- \$75 Schools Outside Daly City -- \$50 Daly City Private School -- \$35	\$100

FIELD – Baseball	CURRENT Hourly Rate	PROPOSED Discounted Daly City Resident Hourly Rate
Gellert	\$20	\$30
Marchbank	\$20	\$30
Westlake	\$20	\$30
Field Lining	\$10 per field/flat fee	\$20 per field/flat fee
Lights	\$10 per field/flat fee	\$20 per field/flat fee

Fees for Recreation Programs, Aquatics Lessons, and Field and Facility Rentals

Meeting Date: June 11, 2018

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Proposed Fees for Facilities and Fields – Athletic Uses (continued)

FIELD – Soccer	CURRENT Hourly Rate	PROPOSED Discounted Daly City Resident Hourly Rate
Gellert – Grass	\$33.33	\$40
Gellert – Synthetic Turf	General Rental -- \$66 DC Outside School -- \$50 DC Private School -- \$35	\$75
Pollicita – Synthetic Turf	General Rental -- \$66 DC Outside School -- \$50 DC Private School -- \$35	\$75

Comparable Fees for Facilities and Fields – Athletic Uses

COMPARISON Gyms – Athletic Rental	Hourly Rate
CYO – Serramonte del Rey	\$115
Fernando Rivera Intermediate School	\$105
TRPollicita Middle School	\$75
Ben Franklin Middle School	\$75
Holy Trinity Greek Orthodox Church	\$85
Janet Pomeroy Center Gym	\$40
Terrabay Gym, SSF	\$100/\$183 for non-residents
Veterans Memorial Recreation Center Gym, SB	\$100/\$125 for non-residents

COMPARISON Fields -- Baseball	Hourly Rate
Hillside Athletic Field, SSFUSD	\$26.50/\$41.50 non-residents
Orange Memorial Park Softball Field (Fregosi), SSF	\$26.50/\$41.50 non-residents
Lara Field, San Bruno City Park	\$30
Diamond #2, San Bruno City Park	\$30
Diamond #3, San Bruno City Park	\$30
Lion Field, San Bruno	\$30
Fairmont Field, Pacifica	Free to Residents/Unavailable for non-residents
Mission Blue Field, Brisbane	\$35/\$62 non-residents

Fees for Recreation Programs, Aquatics Lessons, and Field and Facility Rentals

Comparable Fees for Facilities and Fields – Athletic Uses (continued)

COMPARISON Fields -- Soccer	Hourly Rate
Hillside Athletic Field, SSFUSD	\$26.50/\$41.50 NR
Crocker Amazon, West Sunset, Park Chalet, SF	\$31 – individual use, personal (FR) \$80 – organizations (FR)

Fees for athletic and facility rentals were adopted by a resolution of the City Council in April 26, 2010, and reaffirmed, without changes, as part of the City's Master Fee Schedule on July 1, 2014.

Fiscal Impact

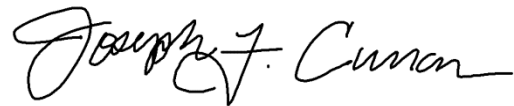
The AYRP fee increase could raise an additional \$20,000 in Fiscal Year 2018-19. However, even with the proposed increase, the City's General Fund would still subsidize the AYRP by approximately 25%. The proposed increase in youth aquatics lessons is \$7 per session, from the current rate of \$53 to \$60. The current annual revenue from aquatics programs is approximately \$370,000. Aquatics revenues are expected to increase by \$38,000. Annual field and facilities rentals are currently about \$810,000. Proposed increased fees are expected to increase revenue by an additional \$90,000 per year.

Summary/Conclusion

The cost of providing youth services and programs, along with facility and field maintenance, continues to rise. Measured increases in fees will help narrow the cost recovery gap and lower city subsidies to recreation programs.

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

Respectfully submitted,



Joseph F. Curran
Director, Library and Recreation Services



CITY OF DALY CITY INTER-OFFICE MEMORANDUM

DATE: May 4, 2018

AP

TO: See Below
FROM: Angie Padilla, City Manager's Office
SUBJECT: MEETING NOTICE

RE: Council Committee – Affordable Housing
Housing Trust Funds from Sand Hill Partners Foundation for the
Purpose of Preservation and Rehabilitation of 16 Apartments on E. Moltke

DATE: Tuesday, May 15, 2018

TIME: 8:00 a.m. – 9:00 a.m.

PLACE: Administrative Conference Room
City Hall

ATTENDING:

City Participants:

Juslyn Manalo, Mayor
Glenn Sylvester, Councilmember
Patricia E. Martel, City Manager
Rose Zimmerman, City Attorney
Tatum Mothershead, Dir. of ECD
Betsy Zobell, HCD Supervisor
Lenelle Suliguin, Housing Coordinator

Other Participants:

cc: City Council

DALY CITY INTER-OFFICE MEMORANDUM

DATE: May 15, 2018

TO: Mayor Juslyn C. Manalo and Councilmember Glenn Sylvester

FROM: Tatum Mothershead, Director of Economic and Community Development
Betsy ZoBell, Housing and Community Development Supervisor

SUBJECT: Subsidy Financing for SHP Foundation Acquisition of 16 Apartment Units
Located at 115-131 E. Moltke and Transfer of 260 Abbot to SHP
Foundation

Staff is seeking direction from the Affordable Housing Committee on a request from SHP Foundation for Daly City Housing Trust Fund subsidy financing for acquisition, rehabilitation and preservation of 16 apartment units located at 115-131 E. Moltke.

Recommended Action

Appropriate up to \$2.9 million in Housing Trust Fund to SHP Foundation for acquisition and rehabilitation of 16 units located at 115-131 E. Moltke Street, authorize execution of a Conditional Loan Agreement with SHP Foundation and enter into a contract to transfer 260 Abbot to SHP Foundation contingent upon successful negotiation of transfer and deed restriction terms.

BACKGROUND

Over the last two years, rising rents and growing demand for housing has resulted in a critical shortage of housing affordable to households of all income levels. In particular, lower income rental households are negatively affected by these conditions. Staff estimates that over 1,000 households have been displaced due to a shrinking supply of housing affordable to households earning less than 60 percent of the Area Median Income for San Mateo County (Approximately \$70,000 per year for a household of three persons).

Pursuant to the priorities set in the draft Housing Trust Fund Policy and Procedures Manual, the City's Housing Element and the City's Five-Year HUD Consolidated Plan, staff has devoted significant effort to identifying opportunities to develop and preserve affordable rental housing in Daly City. Over the last two years, and in consultation with real estate professionals, staff has been unable to identify any multifamily rental properties with 4 or more units available for sale.

In February of this year, HIP Housing contacted the City about the opportunity to purchase 16 units located at 115 through 131 E. Moltke. Although the Affordable Housing Committee gave a preliminary recommendation to offer a conditional commitment of funds for this acquisition, HIP

ultimately decided not to move ahead with the project, citing inordinate risk and lack of organizational capacity.

In March, SHP Foundation contacted the City regarding their interest in obtaining Housing Trust Funds to subsidize their acquisition of the E. Moltke Properties

SHP Foundation is a 501(c)(3) non profit organization founded by the principles of Sand Hill Property Company for the purpose of serving lower income households. Sand Hill Property Company is a real estate investment and development company based in Palo Alto with experience in the development and management of shopping centers, mixed-use communities, office complexes, and hotels. Over the past three decades, Sand Hill Property Company has developed more than 40 projects encompassing 14 million square feet of building area throughout the Peninsula and Silicon Valley.

Utilizing the real estate expertise of Sand Hill Property Company, SHP Foundation has acquired five multi-family residential properties with 79 units to serve lower income households facing housing insecurity. These properties are managed by experienced non-profit housing property management organizations, including Abode Services, HIP Housing, and Palo Alto Housing Corporation. In addition, SHP Foundation will acquire and hold multifamily properties when they become available until a non-profit organization can arrange for financing and take possession.

SHP Foundation closed their purchase of the E. Moltke properties on April 9. They are committed to rehabilitation and operation of the E. Moltke units at rents that will be affordable to households with incomes at or below 60 percent of the area median.

Real estate sales that close with short escrow periods are an unfortunate characteristic of the current extremely competitive real estate market. Properties suitable for affordable housing development or preservation are rarely advertised and generally are sold with little opportunity for buyer due diligence. SHP Foundation's willingness to assume risk and quickly advance their own resources in order to preserve the E. Moltke properties represents the type of partnership and commitment that can help Daly City achieve desired affordable housing outcomes in a challenging real estate market.

SHP Foundation has submitted a request for funding from Daly City to subsidize their acquisition of the E. Moltke properties. The City's commitment to provide "first in" funding will provide SHP Foundation with a confidence level to proceed with property rehabilitation and negotiation of other funding sources.

In addition to consideration of Housing Trust Funds for the E. Moltke acquisition, staff recommends that the Council consider transfer of 260 Abbot, a five-unit apartment building located immediately adjacent to the E. Moltke properties to SHP Foundation. This transfer would bring the total project size to 21 units, a more efficient property management configuration and enhance the developer's ability secure additional subsidy from other sources.

Staff has reviewed financial data submitted by SHP Foundation and enlisted the firm of Devine & Gong, a consulting firm with expertise in the acquisition, rehabilitation and operation of affordable housing projects, to assist with evaluation of the funding request. Based on an initial review, use of Daly City Housing Trust Funds to subsidize the acquisition appears to be consistent with the priorities and policies identified in the draft Housing Trust Fund Policy and Procedures Manual.

Acquisition of the E. Moltke and Abbot properties by SHP Foundation represents a rare opportunity to create a new permanently affordable housing asset in Daly City and will prevent the likely displacement of 16 existing renter households.

DISCUSSION

Given the preference for further due diligence review of the project, it is recommended that Daly City Housing Trust Funds be offered in the form of a conditional loan with a 12-month term. This will allow staff and the developer to determine building rehabilitation needs, current household incomes and the availability of other financing resources prior to executing final loan documents with mutually agreeable loan and affordability requirement terms.

FISCAL IMPACT

Provision of up to \$2.9 million in Daly City Housing Trust Fund resources will have no General Fund impact. Commitment of these funds to SHP Foundation will leave approximately \$100,000 for other Trust Fund priorities. Staff estimates that additional deposits to the Trust Fund based on currently entitled projects will total approximately \$1.6 million over the next two years.

RECOMMENDATION

Given the critical need for rental housing affordable to lower income households, the extreme scarcity of acquisition opportunities, providing up to \$2.9 million to SHP Foundation for the purchase and operation of apartment units located at 115-131 E. Moltke is a rare opportunity to preserve and improve affordable housing in Daly City. Based on an initial review of SHP Foundation's application, the proposed acquisition meets the criteria for Daly City Housing Trust Fund investment described in the draft Housing Trust Fund Policy and Procedures Manual.

Staff recommends appropriation of \$2.9 million from the Housing Trust Fund for the purpose of acquisition and rehabilitation of the properties located at 115 -131 E. Moltke. These funds will be offered in the form of a conditional loan agreement. Final loan terms and affordability requirements will be reflected in a permanent loan and affordable housing agreements between the Housing Development Finance Agency and SHP Foundation. Staff further recommends transfer of 260 Abbot for the purpose of affordable housing at such time as final terms have been identified for the E. Moltke loan. These permanent agreements will be presented for consideration by the Agency Board within the next 12 months.

SHP Foundation
965 Page Mill Road
Palo Alto, CA 94304

May 7, 2018

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

Dear Ms. ZoBell and the Daly City City Council:

On behalf of the SHP Foundation ("Foundation"), we are excited to apply for the Affordable Housing Trust Fund to assist with our acquisition and rehabilitation of 115-131 East Moltke. The Foundation is the philanthropic arm of San Hill Property Company ("SHPC"), a local real estate investment and development company that has developed more than forty projects encompassing fourteen million square feet of building area throughout the Peninsula and Silicon Valley.

A primary mission of the Foundation is to help address the housing crisis by utilizing the real estate expertise of Sand Hill Property Company to produce housing for low income households in the Bay Area, through conversion and preservation of existing hotels and apartments, often in partnership with nonprofit organizations which provide support and services. The goal is to preserve or create new housing units for, and to prevent the displacement of, low-rent paying residents. Since 2014, the Foundation has provided funding and support for a variety of such housing projects such as a 27-unit SRO in San Francisco (in partnership with City Hope), a 20-unit SRO in Palo Alto (in partnership with Palo Alto Housing), a 22-unit apartment in Redwood City, a 10-unit apartment in Redwood City (in partnership with HIP Housing), a re-housing program for the homeless in Newark (in partnership with Abode), and the current 16-unit project in Daly City. Sand Hill Property Company owns and operates 1,900 rent-controlled apartment units in East Palo Alto and is in the process of developing 1,200 BMR units in Cupertino.

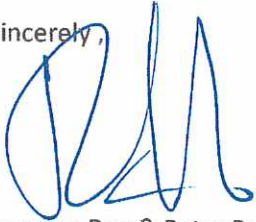
We have experience owning and compassionately and professionally operating affordable housing and are eager to help preserve the affordable housing at 115-131 East Moltke. We respectfully apply for \$2.9 million in the Affordable Housing Trust Fund to assist with our acquisition and rehabilitation of the East Moltke apartments. Our goals for this acquisition are long term stabilization of tenant rents at a level that is affordable to lower income households, completion of any building rehabilitation that is necessary to ensure the health and safety of the residents and to create a permanent addition to Daly City's affordable housing stock. We intend to do this without displacement of existing residents. We plan to retain HIP Housing to work with existing residents to obtain income information and provide ongoing notifications about rehabilitation and future rents. In consultation with the City, a professional,

third-party affordable housing property manager will be appointed to ensure compassionate, competent and effective operation of the property.

We hope this will be the beginning of a long and fruitful partnership with the City of Daly City to serve lower income communities.

Please let me know if we can provide any additional information. Thank you for your consideration.

Sincerely,



Susanna Pau & Peter Pau

SHP Foundation

SPONSOR INFORMATION



DEVELOPER/OWNER: SAND HILL PROPERTY COMPANY
[HTTP://WWW.SHPCO.COM](http://www.shpc.com)

OVERVIEW

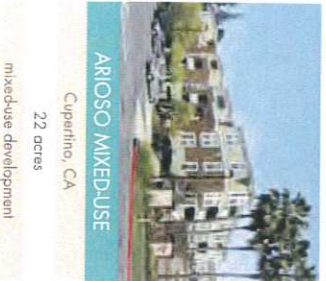
Sand Hill Property Company specializes in the Silicon Valley real estate market and has a 25+ year track record of selecting and executing successful value-add real estate projects.

Over the years, the Company has developed more than 40 projects encompassing 14 million square feet of building area throughout the Silicon Valley, ranging from build-to-suit development assignments to multi-use city centers containing millions of square feet in building area. The Company has developed projects of all use types, including shopping centers, office complexes, hotels, and mixed-use communities.

The Company's Silicon Valley portfolio of stabilized investments and development projects includes office complexes, shopping centers, mixed-use communities, and hotels. Sand Hill handles all aspects of the investment and development process, including acquisition/disposition, financing, planning/government entitlement, design, construction, leasing, and property management.

Today, the Company is recognized as one of the most established and successful real estate investment and development companies in the Silicon Valley.

SHPC representative transactions follow below. These include past, present, and in process developments. Some assets have been sold.



ARIOSO MIXED-USE
Cupertino, CA
22 acres
mixed-use development



BRIDGEPOINTE MIXED-USE
San Mateo, CA
one million + square feet retail, power center, corporate office campus, 400 op's, 154 room hotel
mixed-use development



TREEFARM
Los Altos, CA
100,000 square feet Class A office building, 156-room hotel, over two levels of subterranean parking
Development



CUPERTINO OFFICE CAMPUS
Cupertino, CA
220,000 sf office/r&d w
redevelopment

SPONSOR INFORMATION (CONTINUED)

PORTFOLIO



WELLS OFFICE

Palo Alto, CA
20,000 square feet medical office building with underground parking
Build to suit development for Palo Alto Medical Foundation



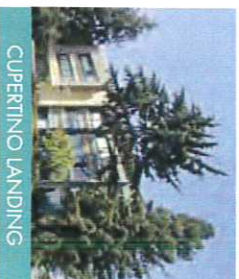
15400 LOS GATOS BLVD.

Los Gatos, CA
2 acre site entitled for 40,000 square feet office building
MCB build to suit



EDGEWOOD SHOPPING CENTER

Palo Alto, CA
Retail
Renovation and redevelopment



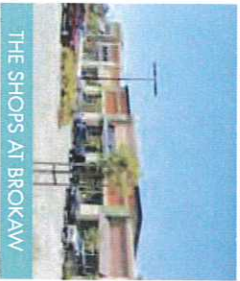
CUPERTINO LANDING

Cupertino, CA
60,000 square feet, three-story Class A office building plus parking structure. (fully leased to Apple Computer)
Development



MOWRY CROSSING

Newark, CA
180,000 square feet of retail space
Redevelopment



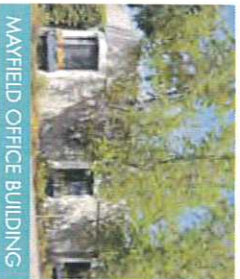
THE SHOPS AT BROKAW

San Jose, CA
Retail
Development - Build-to-suit for Lowes
+25,000 sq ft shop space



MARRIOTT RESIDENCE INN

Los Altos, CA
1.56 extended stay hotel
Development



MAYFIELD OFFICE BUILDING

Palo Alto, CA
21,608 sq ft office
Value Add / Repositioning



PEDRO POINT SHOPPING CENTER

Pacifico, CA
18,315 sq. ft. shopping center
redevelopment



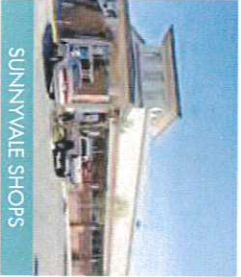
GUITO VILLAGE SHOPPING CTR

Saratoga, CA
An 80,000 sq retail center
Value Add / Repositioning



SARATOGA OFFICE CENTER

Saratoga, CA
91,325 sq ft office
Stabilized Office Park



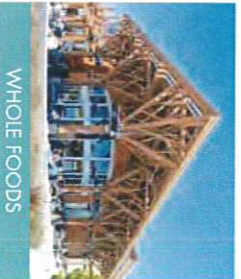
SUNNYVALE SHOPS

Sunnyvale, CA
20,570 square foot retail
Development



WESTSHORE OFFICE PARK

Redwood City, CA
48,769 square foot multi-tenant office condominium
Stabilized Office Park



WHOLE FOODS

Cupertino, CA
67,613 Retail
Build-to-suit Development



CREDIT HIGHLIGHTS

TOP TIER SPONSORSHIP



Sand Hill Property Company (the "Sponsor") was founded in 1988 by Peter Pau and Susanna Pau and specializes in the Silicon Valley real estate market with a proven track record of successful value-add real estate projects. Sand Hill approaches each project with a long-term hold strategy and will sell assets opportunistically.

Sand Hill has developed more than 40 projects encompassing 14 million square feet throughout the Silicon Valley, ranging in size from a stand-alone retail store to multi-use city centers containing millions of square feet. Sand Hill has developed projects of all use types, including shopping centers, office complexes, hotels, and mixed-use communities.

Sand Hill has strong community relations and experience completing similar redevelopment projects in Palo Alto.



Sand Hill Property Company: Active Representative Projects

Property	Description
 3175 Hanover, Palo Alto	130,000 sf Class-A office. 7.17 acres. Across from HP World HQ.
 Main Street, Cupertino	Mixed-Use project on 18 acres. Currently under construction and includes 260,000 sf of office space, 130,000 sf of retail, a 180 room hotel, 120 live/work lofts, and 1500 car parking garage.
 Edgewood Plaza, Palo Alto	Completed mixed-use retail and residential project. Anchored by The Fresh Market, the residential component is ten single family homes.
 The Grove, Los Gatos	An R&D Campus consisting of 10 buildings and 250,485 sf on 21.5 acres. Under construction and will consist of four Class-A office buildings totaling 485,000 sf upon completion - the first two buildings are pre-leased to Netflix.
 Vallco Shopping Mall, Cupertino	A 1.2 million sf regional retail and entertainment destination on over 50 acres. Sand Hill Property is considering a redevelopment of the site into a mixed-use town center.

Sand Hill Property Company: Past Development Representative Projects

Property	Description
 Bridgepoint, San Mateo	One million sf enclosed mall into a 600,000 sf power center, 460,000 sf office campus, 400 apartment units, and a 154 room hotel.
 Cupertino Landing	60,000 sf, three story Class A office building fully leased to Apple.
 Tantau Office Campus	Office/R&D campus encompassing three buildings and 245,000 sf. The project was acquired vacant but 80% leases within a short period to Verigy and other tenants.
 Treefarm, Los Altos	A three story, 100,000 sf Class A office building over two levels of subterranean parking. The office building was pre-leased to a single user, Rambus.



CITY OF DALY CITY INTER-OFFICE MEMORANDUM

DATE: May 18, 2018,

TO: See Below

FROM: Angie Padilla, City Manager's Office

SUBJECT: MEETING NOTICE

RE: North County Fire Authority JPA Board Meeting
AGENDA TO FOLLOW

DATE: Tuesday, June 5, 2018

TIME: **5:30 p.m. – 7:00 p.m.**

PLACE: **TRAINING ROOM – 1ST FLOOR**
City Hall, 333 -90TH Street, Daly City

ATTENDING:

City Participants:

Juslyn C. Manalo, Mayor _____

Glenn Sylvester, Councilmember _____

Patricia E. Martel, City Manager _____

Ron Myers, Fire Chief _____

Other Participants:

Brisbane:

Madison Davis, Mayor Pro-Tempore _____

Terry O'Connell, Councilmember _____

Clay Holstine, City Manager _____

Pacifica

Sue Digre, Councilmember _____

Mike O'Neill, Councilmember _____

Kevin Woodhouse, City Manager _____

cc: City Council



North County Fire Authority

Serving the Cities of Brisbane, Daly City, and Pacifica

Board of Directors Meeting

MEETING NOTICE

June 5, 2018

5:30 p.m.

City Hall
Training Room - First Floor
333 90th Street
Daly City

AGENDA

- I. Roll Call
- II. Approval of Minutes – Meeting of June 13, 2017
- III. Election of Chair and Vice Chair – Next Year
- VI. Adoption of July 2018 thru June 2019 Cost Allocation
- V. 2017 NCFA Annual Report – No Action
- VI. Board Comments – No Action
- VII. Public Oral Communication
- VII. Adjourn

North County Fire Authority

Inter-Office Memorandum

To: North County Fire Authority JPA Board Members
From: Administrative Committee
Date: June 5, 2018
Subject: 2018-2019 NCFA Costs and Allocation Model

RECOMMENDATION

It is recommended that the North County Fire Authority JPA Board adopt the attached member agencies cost allocation for fiscal year 2018-2019 with the implementation date effective July 1, 2018 and continuing to June 30, 2019.

DISCUSSION

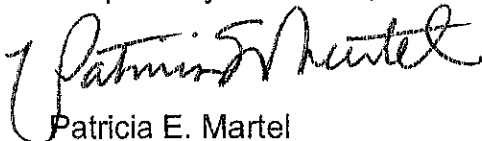
The fiscal year 2018-2019 cost allocation reflects an increase with the inclusion of salary and benefit adjustments.

CONCLUSION

The North County Fire Authority continues to be an effective and efficient way of providing and delivering fire, emergency medical, all hazards and non-emergency services to those participating member agencies. Over the many years the North County Fire Authority has been in existence, it has saved millions of dollars annually for member cities and will continue to do so now and in the future.

Should Board Members have any questions or need additional information, staff is available.

Respectfully submitted,



Patricia E. Martel
Administrative Committee Chair

Attachment

NORTH COUNTY FIRE AUTHORITY (JPA)
Costs & Allocation Model
July 2018 to June 2019

Daly City

Overhead Staff	\$2,964,782
Training	\$0
Fire Investigator Standby & Overtime	\$21,424
Battalion Chief Overtime	<u>\$107,120</u>
	\$3,093,326

Pacifica

Overhead Staff	\$933,458
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Brisbane

Overhead Staff	<u>\$121,903</u>
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Total All	<u>\$4,148,687</u>
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<u>Agency</u>	<u>Fire Companies</u>	<u>Allocation Formula</u>	<u>Cost Allocation</u>	<u>Staff Contribution</u>	<u>Distribution</u>
Brisbane	1	12.5%	\$518,586	\$121,903	(\$396,683)
Pacifica	2	25.0%	\$1,037,172	\$933,458	(\$103,714)
Daly City	<u>5</u>	<u>62.5%</u>	<u>\$2,592,929</u>	<u>\$3,093,326</u>	<u>\$500,397</u>
Total	8	100%	\$4,148,687	\$4,148,687	\$500,397



North County Fire Authority

Serving the Cities of Brisbane, Daly City, and Pacifica

Board of Directors Meeting

ACTION MINUTES June 13, 2017 Meeting

Daly City City Hall
City Manager's Office
Administrative Conference Room, 3rd Floor
333 – 90th Street
Daly City, CA 94015

CALLED TO ORDER

Chair Terry O'Connell called the meeting to order

I. ROLL CALL

Directors Present:

Terry O'Connell, Brisbane Councilmember – Chair
Madison Davis, Brisbane Councilmember – Vice Chair
Glenn R. Sylvester, Daly City Mayor
Juslyn C. Manalo, Daly City Vice Mayor
Mike O'Neill, Pacifica Councilmember

Directors Absent:

Sue Digre, Pacifica Councilmember

Staff Present:

Clay Holstine, City Manager – Brisbane
Patricia Martel, City Manager – Daly City
Keith Breskin, Interim City Manager - Pacifica
Ron Myers, Fire Chief – North County Fire Authority

Additional NCFA Staff Present:

Shane Lauderdale, NCFA Deputy Fire Chief
Bob Fisher, NCFA Deputy Fire Chief
Elizabeth Solis, NCFA Administrative Assistant

II. APPROVAL OF MINUTES

Chair O'Connell called for a motion to approve the minutes of the May 31, 2016 meeting.

BOARD ACTION

Moved by Director O'Neill and seconded by Director Manalo, to approve the May 31, 2016 minutes with amendments. Motion carried 3-0-2 with Board Members Sylvester and Manalo abstaining, as they were not on the JPA Board at the time of the last meeting.

III. ELECTION OF CHAIR AND VICE CHAIR

Chair O'Connell opened the floor to nominations for Chair and Vice Chair for the next two years.

BOARD ACTION

*Director Davis nominated Director O'Neill for position of Chair and seconded by Director Silvester.
Director O'Neill nominated Director Digre for position of Vice Chair and seconded by Director Silvester.
Motion carried 5-0-0*

IV. ADOPTION OF JULY 2017 THRU JUNE 2018 COST ALLOCATION

BOARD ACTION

Moved by Director O'Connell and seconded by Director Davis, to adopt the Fiscal Year July 2017 thru June 2018 Cost Allocation. Roll Call Motion carried 5-0-0

V. 2016 NCFA ANNUAL REPORT – No Action Required

Board acknowledged report

VI. QUESTIONS AND ANSWERS FROM THE BOARD – No Action Required

None

VII. PUBLIC COMMENTS/ORAL COMMUNICATIONS

None

VIII. ADJOURN

There being no further business to come before the Board, Chair O'Neill adjourned the meeting.

BOARD ACTION

Moved by Director O'Connell and seconded by Director Davis. Motion Carried 5-0-0

Action Minutes Prepared by: Elizabeth Solis, NCFA Administrative Assistant

Attested

Terry O'Connell, Board Chair

Date



2017 ANNUAL REPORT

NORTH COUNTY FIRE AUTHORITY

SERVING BRISBANE, DALY CITY AND PACIFICA

The "Mission" of the North County Fire Authority is to protect life, property and the environment from fires, accidents, medical emergencies and disasters through training, public education, fire prevention and emergency response.

PUBLIC EDUCATION AND COMMUNITY OUTREACH

Provided free Flu shots to the residents within the North County Fire Authority, utilizing a drive-thru fire station model to simulate a mass vaccine event.

Participated in the Muscular Dystrophy Association (MDA) fundraising drive.

Assisted in location placement of AED's, as well as providing training for government employees on the use and implementation of an AED.

Coordinated and participated in the North County "Silver Dragon" emergency response exercise.



Provided the communities we serve with a "Fire Service Day" event whereby fire stations were open with public education and safety information available, as well as demonstrations by firefighters, and demonstrating specialized services, apparatus, and equipment.

Participated in the drive to collect new school supplies and back packs for kids starting back to school in the North County.

Continued presenting and instructing "Hands-Only CPR" approach to the public through multiple events provided to residents, schools, and businesses, as well as how to stop bleeding within an emergency.

Completed the annual City of Brisbane Community Wildfire Awareness event.

Participated in the annual San Mateo County Emergency Preparedness Day event.

Continued distributing and providing education on Senior Citizen Fall Prevention, as well as Home Safety Checklists.

Presented throughout the year, Basic Emergency Preparedness, Individual and Family Preparedness seminars, as well as Community Emergency Response Team (CERT) classes.

Provided full instruction and certification in "Cardio Pulmonary Resuscitation" (CPR), and basic First Aid training to the public.

Partnered and participated in the 'Operation Santa Claus' program, as well as other toy and assistance drive initiatives within each community.

Participated, completed, and coordinated community service announcements, public displays, fairs, festivals, presentations, and speaking engagements resulting in thousands of beneficial contacts.

Completed and distributed public information through "Media Releases" for all significant emergencies and public service messages during the year.



EMERGENCY OPERATIONS AND TRAINING



Achieved an overall "Customer Satisfaction" rating of 98% in the delivery of emergency and non-emergency services.

Provided lifesaving medical interventions for residents, businesses, and visitors through firefighter/paramedics staffed engine and truck companies.

Developed and delivered department-wide training for the implementation of the Structure Fire Standard Operating Guidelines, which incorporate nationally recognized modern structural firefighting techniques.

Received grant funds of approximately \$700,000 for the replacement of Self Contained Breathing Apparatus (SCBA's) for all fire companies.

Achieved an overall 90% total reflex time for all cities combined; from dispatch, turnout and travel to arrival in 7 minutes or less by a single fire company for all emergency incidents.

Successfully handled approximately 14,000 emergency and non-emergency incidents, as well as move and cover assignments.

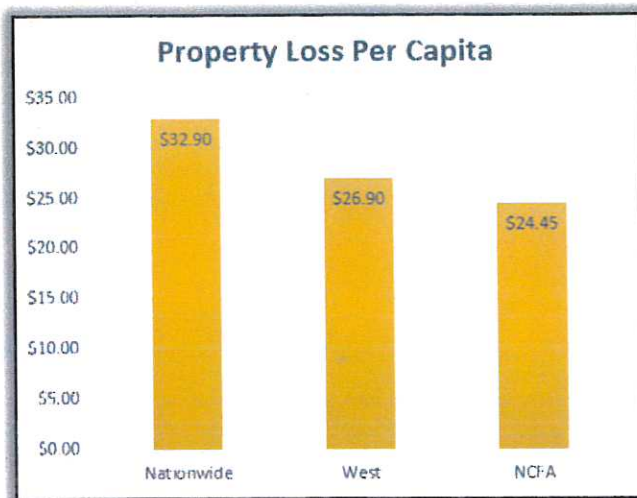
Accomplished a very low Fire Loss of \$24.45 per capita, with the goal being \$32.00 per capita, primarily due to the skillful performance by our professional firefighters.



Completed all required annual training, continuing education and certifications for firefighter/paramedics, and firefighter/EMT's while on-duty, and saving the expense associated with off-duty instruction.

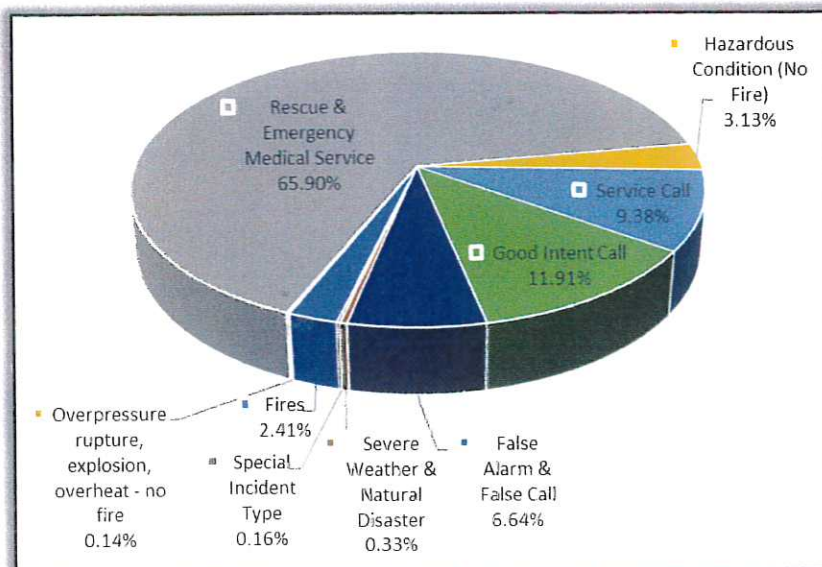
Completed the business acquisition, implementation process, and training of personnel for a new records management software.

Implemented on-board computers and necessary software into all fire company apparatus and chief officer vehicles to greatly enhance operational efficiencies.



Provided high quality Advanced Life Support (ALS) assessment and interventions to emergency medical incidents utilizing our paramedic fire companies, which over half of total EMS calls benefited and served senior citizens.

Averaged 240 hours per firefighter over the year of in-service recurrent and mandated training through the efforts of the Operations Bureau, Division of Training, and Special Operations Division.



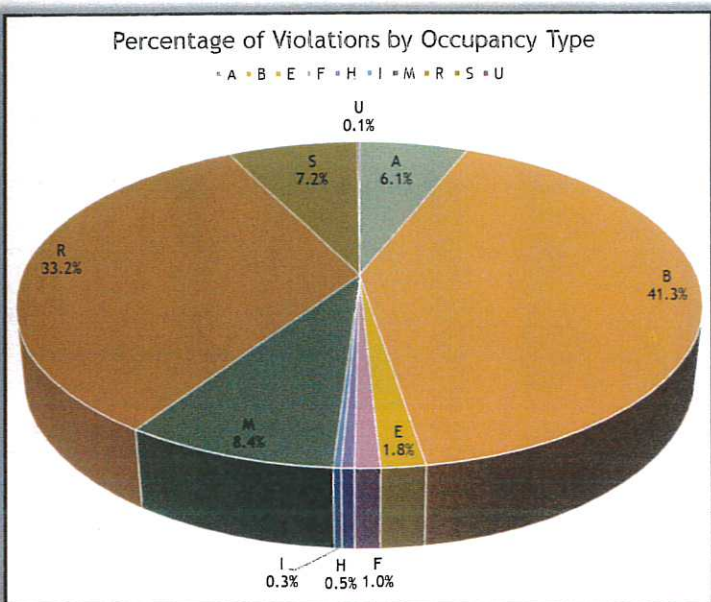
FIRE PREVENTION

Conducted Fire Prevention Week in October, which is full of events and activities, including visiting each school classroom in all cities.

Fire Companies completed life-safety and fire code compliance inspections and re-inspections of all business and multi-family (apartment) occupancies.

Safety Inspectors from the Fire Prevention Services Bureau completed life-safety and fire code compliance inspections and re-inspections of all occupancy types requiring a permit to operate.

Completed the process for implementation of the California new fire code and building standards adoption.



Safety Inspectors completed all inspections and re-inspections of land parcels through the "Vegetation Abatement and Management Program," and with assistance from property owners, achieved 100% compliance.

Completed a fire "cause and origin" analysis for all fire incident investigations.

Provided timely and high quality plan check reviews for proposed new and existing building construction, remodeling, and tenant improvement projects, as well as follow-up inspections.

Provided hands-on fire extinguisher training to businesses, agencies, and the general public.

FIRE CHIEF'S MESSAGE

This 2017 Annual Report of Accomplishments and Successes reflects the continued commitment and dedication of all members of our fire agency in providing services through a high performance organization. We will strive to always protect life and property, as well as deliver value-added quality customer service today and into the future. Our mission, values, priorities, service goals, and objectives will guide us towards consistently achieving and maintaining excellence and cultural integrity.

Ron D. Myers
Fire Chief

VALUE

SERVICE ♦ TEAM ♦ RESPONSIBILITY ♦ INTEGRITY ♦ VISION ♦ EMPATHY

PRIORITIES

SAFETY ♦ OPERATIONAL ♦ READINESS ♦ INCIDENT ♦ RESPONSE ♦ TRAINING

GOALS

**CUSTOMER SERVICE
HIGH PERFORMANCE ORGANIZATION
DELIVERY OF SERVICE & PROGRAMS MEETING THE NEEDS OF THE PEOPLE
COMMUNITY FOCUSED ACTIVITIES AND VENTURES**

**NORTH COUNTY FIRE AUTHORITY HEADQUARTERS
10 Wembley Drive, Daly City, California 94015
www.northcountyfire.org**