



CITY OF FOSTER CITY/ ESTERO MUNICIPAL IMPROVEMENT DISTRICT

PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-29-20, AS AMENDED THROUGH ORDER N-08-21, CITY COUNCIL MEETINGS WILL BE HELD AS HYBRID MEETINGS WITH THE OPTION TO ATTEND BY TELECONFERENCE/VIDEO CONFERENCE OR IN PERSON. MEMBERS OF THE PUBLIC THAT WISH TO ATTEND AND/OR PARTICIPATE IN A MEETING MAY DO SO IN PERSON OR BY JOINING THE ZOOM MEETING [HTTPS://FOSTERCITY-ORG.ZOOM.US/J/82461352679](https://FOSTERCITY-ORG.ZOOM.US/J/82461352679) PUBLIC COMMENTS WILL BE ACCEPTED BOTH IN PERSON AND VIA ZOOM MEETING. ANY EMAILS SENT TO PUBLICCOMMENT@FOSTERCITY.ORG WILL BE PROVIDED TO THE CITY COUNCIL PRIOR TO THE MEETING.

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting from home or attend the meeting in person. Below is information on how the public may observe and participate in the meeting.

To Attend the Meeting in Person:

- Location: 620 Foster City Blvd, Foster City, California, 94404

To Provide Public Comment in Person:

- Members of the public wishing to speak will be asked to fill out a Request to Speak Form. Forms will be accepted until the staff presentation on an agenda item ends, or until the public comment period on non-agenda items is closed.

To Observe the Meeting via Teleconference/Video Conference:

- To access the meeting by computer / smartphone, go to: <https://fostercity-org.zoom.us/j/82461352679>
- To dial-in via phone:
1-669-900-6833 or
1-408-638-0968

And enter Webinar ID: 824 6135 2679

To Participate in the Meeting by Providing Public Comment via Teleconference/Video Conference:

- **During the Meeting:** Live verbal public comments may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the "raise hand" feature (for those joining by phone, press *9 to "raise hand") during the public comment period for the agenda item you wish to address. The Zoom Host will call on people to speak by name provided or last 4 digits of phone number for dial-in attendees. Please clearly state your full name for the record at the start of your public comment.

Before the Meeting: Written public comments for the record may be submitted in advance by 4:00 p.m. the day of the meeting by email to: publiccomment@fostercity.org and will be made part of the written record but will not be read verbally at the meeting. Written public comments submitted by email should adhere to the following:

- Clearly indicate the Agenda Item No. or specify "Public" in the Subject Line for items not on the agenda
- Include the submitter's full name

Written public comments received by 4:00 p.m. the day of the meeting will be provided in their entirety to the City Council prior to the meeting and will be made part of the written record but will not be read verbally at the meeting. Written public comments will be posted to the City's website for review prior to the meeting.

TELECONFERENCE PARTICIPANTS

IN THE EVENT THAT ANY MEMBER OF THE COUNCIL PARTICIPATES IN A MEETING BY TELECONFERENCE OR VIDEO CONFERENCE, PURSUANT TO THE RALPH M. BROWN ACT, GOVERNMENT CODE SECTION 54953, ALL VOTES OF THE COUNCIL SHALL BE BY ROLL CALL.

ANY REQUEST FOR REASONABLE ACCOMMODATION SHOULD BE ADDRESSED TO PRISCILLA SCHAUS AT PUBLCOMMENT@FOSTERCITY.ORG OR (650) 286-3224

AGENDA

Monday, August 2, 2021 6:30 PM

REGULAR MEETING AS CITY COUNCIL/EMID BOARD OF DIRECTORS

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Councilmembers/ex officio EMID Directors Richa Awasthi, Jon Froomin, Sam Hindi, Patrick Sullivan, and Mayor/President Sanjay Gehani

4. SPECIAL PRESENTATIONS

- 4.1. Presentation from Superintendent Diego Ochoa regarding San Mateo-Foster City Elementary School District

5. PUBLIC

Government Code Section 54954.2 E (3) precludes the City Council from discussing or acting upon any topic initially presented during the "Public" portion of the agenda. Information may be received, placed on a future agenda, or referred to the appropriate City staff.

FCCM 2.08.240 Addressing the Council. "...Each person desiring to address the Council shall step up to the public rostrum after being recognized to speak by the presiding officer, shall state his/her name and address for the record, state the subject he/she wishes to discuss, state who he/she is representing if he/she represents an organization or other persons and, unless further time is granted by majority vote of the Council, shall limit his/her remarks to three minutes. The City Council may vary the time limit for any speaker, if it deems this necessary." ***Speakers may join the Zoom meeting via the meeting link and using the "raise hand" feature and the Zoom host will call on people.***

6. CITY/EMID CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine by the City Council/EMID Board of Directors and will be enacted by one motion unless removed by a member of the Council/Board, staff, or public. There will be no separate discussion on these items unless a citizen or a Council/Board member so requests. If discussion is required, that item will be removed from the Consent Calendar and will be considered separately after approval of the remaining items on the Consent Calendar. Vote may be by roll call.

6.1. City/EMID Minutes

6.1.1. City/EMID Special Meeting of July 14, 2021

6.1.2. City/EMID Regular Meeting of July 19, 2021

6.2. City/EMID Ordinances for Adoption (First City Ordinance Number to be used tonight is 637)

- 6.2.1.** An Ordinance of the City of Foster City Approving an Amendment to the Foster City Zoning Map to Modify the Previously Approved General Development Plan for the ± 100-acre Lands Known as Metro Center in the C-2/PD (General Business/planned Development) District to a C-2/PD (General Business/Planned Development) District With an Amended General Development Plan to Allow Up to Two (2) Hotels With a Total of Approximately 298 Guest Rooms, Including a Seven-Story, Approximately 89'-0"-tall, ±83,187 Square-foot Limited-service Hotel With 151 Guest Rooms on Lot 20 of Tract Map No. 91-83– Southwest Corner of Metro Center Boulevard and Shell Boulevard in Town Center Neighborhood (TC) – APN094-522-350– MPQ Foster City Metro Center LLC – RRZ2019-0002 (First Reading July 19, 2021)
a) Adopt Ordinance

6.3. City/EMID Resolutions for Adoption (First City Resolution Number to be used tonight is 2021-113 and EMID Resolution Number to be used tonight is 3598)

- 6.3.1.** A Resolution of the City Council of the City of Foster City Accepting Work and Filing Notice of Completion for (CIP 301-692) Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks (CIP 301-692) and Directing the City Clerk to File the Notice of Completion
a) Staff Report
b) Adopt Resolution

- 6.3.2. a) A Resolution of the City Council of the City of Foster City Terminating a Street Median Maintenance Agreement with Serpico Landscaping, Inc.; and
b) A Resolution of the City Council of the City of Foster City Awarding a Street Median Maintenance Agreement to Loral Landscaping, Inc. in the Amount of \$67,000 for a Period of September 1, through December 31, 2021 with Optional Extensions through December 31, 2024
c) Staff Report
d) Adopt Resolutions
- 6.3.3. A Resolution of the City Council of the City of Foster City Authorizing an Agreement with 4Leaf, Inc. in the Amount Not-To-Exceed \$83,200 for Part-Time Planning Technician Consultant Services for the City of Foster City
a) Staff Report
b) Adopt Resolution

6.4. City/EMID Other

- 6.4.1. Request to Agendize Discussion on Internet Connectivity
a) Staff Report
b) Agendize Item

7. NEW BUSINESS

- 7.1. Interview and Consideration of Appointment of One Member to a Partial Term from January 1, 2020 through December 31, 2023 as the Foster City Representative on the Board of Trustees of the San Mateo County Mosquito and Vector Control District. Applicant is: Paul Norton
a) Staff Report
b) Interview Applicant
c) Action – A Resolution of the City Council of the City of Foster City Appointing One Member as the Foster City Representative on the Board of Trustees of the San Mateo County Mosquito and Vector Control District for a Partial Term from January 1, 2020 through December 31, 2023

8. REPORTS

- 8.1. Discussion on City's Legislative Platform and Policy
a) Staff Report
b) Action - By Minute Order, Provide Policy Direction

- 8.2.** Discussion Regarding Engagement Process for Parks System Improvement Plan and Recreation Center Replacement Plan
- a) Staff Report
 - b) Action - By Minute Order, Provide Policy Direction

9. RESOLUTIONS FOR ADOPTION

- 9.1.** Consideration Agreement with the Law Firm of Burke, Williams & Sorensen, LLP for City Attorney/District Legal Counsel Services
- a) Staff Report
 - b) Action - A Resolution of the City Council of Foster City Authorizing an Agreement with the Law Firm of Burke, Williams & Sorensen, LLP for City Attorney Services
 - c) Action - A Resolution of the Estero Municipal Improvement District Authorizing an Agreement with the Law Firm of Burke, Williams & Sorensen, LLP for District Legal Counsel Services

10. COMMUNICATIONS

- 10.1.** City/District Warrant of Demands were Processed and Issued on July 15, 2021
- a) Information Item Only
 - b) No Action Required

11. CITY/DISTRICT MANAGER REPORTS, COUNCIL/BOARD STATEMENTS AND REQUESTS, AND COUNCIL LIAISON REPORTS

City/District Manager and Council/EMID Board Members report on their various assignments and liaison roles and Council/EMID Board requests for scheduling future items.

12. ADJOURNMENT

The public is invited to attend.

Any attendee wishing special accommodations at the meeting should contact the City Clerk's Department at (650) 286-3250 at least 48 hours in advance of the meeting.

Any writings or documents provided to a majority of the City Council or EMID Board regarding any item on this agenda after the agenda packet was distributed will be made available for public inspection in the City Clerk Department at City Hall located at 610 Foster City Boulevard during normal business hours and at the meeting.

City Council meetings on FCTV on Comcast Channel 27 and AT&T Channel 99:

LIVE every 1st and 3rd Monday of the month

REPLAY next day at 1:00 pm (that week only)

REPLAY Saturday at 5:00 pm (only on Saturday the week the actual meeting occurs)

City Council meetings on <https://www.fostercity.org/community/page/fctv-live-stream>:

STREAMED LIVE every 1st and 3rd Monday of the month

City Council meetings on-demand:

<https://www.fostercity.org/agendasandminutes>

**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

SPECIAL MEETING OF JULY 14, 2021

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The duly called and noticed special meeting of the City Council of the City of Foster City (City), sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID) of July 14, 2021 was called to order at 6:00 p.m. by Mayor/President Sanjay Gehani.

ROLL CALL

The Deputy City Clerk/Deputy Recording Secretary called the roll:

PRESENT: Councilmembers/ex officio EMID Directors Richa Awasthi, Jon Froomin, Sam Hindi, Patrick Sullivan and Mayor/President Sanjay Gehani.

ABSENT: None.

STAFF PRESENT: Peter Pirnejad, City/District Manager, Jean Savaree, City Attorney/Legal Counsel; Dante Hall, Assistant City Manager/Acting Parks and Recreation/Public Works Director; Marlene Subhashini, Community Development Director; Rob Lasky, IT Manager; Jennifer Phan, Principal Management Analyst; Rocky Robinson, Video Technician; and Yelena Cappello, Deputy City Clerk/Deputy Recording Secretary.

PUBLIC

The following people addressed the City Council via email regarding land use and the Golf Course site:

1. Shankar Kenkre, 608 Bainbridge St;
2. Gary Isoardi
3. David Owdom;
4. Jennifer Callahan, Burlingame;
5. Jun Mori;
6. Bob;
7. Yulan Wu;
8. Valerie Lin;
9. Danny Gan;
10. Jan Jiang;
11. Tong Zhao;
12. Zhen Jin;

13. Larry Shaw;
14. Yvonne Kao;
15. Julie Carlson, Burlingame;
16. Dawn Sunday
17. Qiao Yang, 1156 Dover Lane;
18. Darpan Dewan;
19. Elena S;
20. Huifang Ni, 1403 Melbourne Street;
21. Dawn Gordon-Wylie, Redwood City;
22. Betty Li;
23. Cora W;
24. Michelle Cabral;
25. Jingxi Zhang, 249 Surfbird Isle;
26. Dean Holstein, 436 Fathom Drive;
27. Aileen Catanzarita;
28. Mary Sue Thomas;
29. Sandra Mentzer;
30. Mark Warren;
31. Peggy Koshland Crane
32. Andrew Sullivan;
33. Betty Mark;
34. Shaun Lenihan; and
35. Hendrik Dahlkamp

The following people addressed the City Council via teleconference regarding the Golf Course site:

1. Bill Fried; and
2. Mandy Browning.

CONSENT CALENDAR

Motion by Councilmember Sullivan, seconded by Councilmember Hindi, and carried unanimously by roll call vote, 5-0-0, approving the following item on the City/District Consent Calendar:

City/EMID Consent Calendar

1. City Resolution No. 2021-97; "A Resolution of the City Council of the City of Foster City Authorizing the City Manager to Execute Maintenance Agreement Between the State of California Department of Transportation and City of Foster City for the Levee Protection Planning and Improvements Project (CIP 327-657)."

STUDY SESSION

LONG RANGE PLANNING AND LAND USE. MINUTE ORDER NO. 1791.

Community Development Director Subhashini presented the staff report.

Discussion ensued.

Minute Order No. 1791 was adopted as follows:

1. Motion by Councilmember Froomin, seconded by Councilmember Sullivan, and carried unanimously by roll call vote, 5-0-0, to suspend the Golf Course survey with the understanding that meaningful community input will be sought.
2. Motion by Councilmember Froomin, seconded by Vice Mayor Awasthi, and carried by roll call vote, 4-1-0, to receive the informational report on long range planning and land use background to shape future conversations around land uses.
3. Motion by Councilmember Hindi, seconded by Councilmember Froomin, and carried unanimously by roll call vote, 5-0-0, to authorize staff to engage with a consultant to conduct an environmental site constraints study of the golf course site.

Meeting recessed into study session at 6:04 p.m. and reconvened at 8:15 p.m.

COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

Vice Mayor/Vice President Awasthi requested that staff provide information on the ramifications of not meeting Regional Housing Needs Allocation (RHNA) numbers, and information on land use and housing opportunity sites.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Gehani adjourned the meeting. Meeting adjourned at 8:15 p.m.

**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

REGULAR MEETING OF JULY 19, 2021

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The Regular Meeting of July 19, 2021 of the City Council of the City of Foster City, sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID), was called to order at 6:30 p.m. by Mayor/President Sanjay Gehani.

Pursuant to Governor Newsom's Executive Order N-29-20, as amended through Order N-08-21, the meeting was held as a hybrid meeting with the option to attend by teleconference and/or video conference or in person.

ROLL CALL

The Communications Director/City Clerk/District Secretary called the roll:

PRESENT: Councilmembers/ex officio Directors Richa Awasthi, Jon Froomin, Sam Hindi, Patrick Sullivan, and Mayor/President Sanjay Gehani.

ABSENT: None.

STAFF PRESENT: Peter Pirnejad, City/District Manager, Dante Hall, Assistant City Manager/Acting Parks and Recreation/Public Works Director; Jean Savaree, City/District Attorney; Kai Ruess, Senior Deputy City/District Attorney; Camas Steinmetz, Deputy City Attorney; Edmund Suen, Finance Director; Marlene Subhashini, Community Development Director; Maria Saguisag-Sid, Human Resources Director; Tracy Avelar, Police Chief; Cory Call, Police Captain; Fiti Rusli, Assistance Finance Director, Rob Lasky, IT Manager; Laura Galli, Engineering Manager; Sofia Mangalam, Planning Manager; Timothy Maier, Associate Planner; Leslie Carmichael, Consulting Planner; Jennifer Phan, Principal Management Analyst; Yelena Cappello, Deputy City Clerk; Rocky Robinson, Video Technician; Shuli Chen, Video Technician; and Priscilla Schaus, Communications Director/City Clerk/District Secretary.

SPECIAL PRESENTATIONS

CERTIFICATE OF RECOGNITION FOR BOY SCOUTS OF AMERICA (BSA) TROOP 175 FOR THEIR COMMUNITY ENGAGEMENT.

Mayor Gehani presented the Certificate of Recognition for Boy Scouts of America (BSA) Troop 175 for their Community Engagement to Colby B. and Sam Y.

PUBLIC

The following people addressed the City Council regarding the Golf Course and land use in person:

1. Mandi Browning, 4217 McKellar Lane, Apt. 6, Palo Alto;
2. Linda Koelling, 600 Pisces Lane, on behalf of Richard Harris;
3. Jennifer Selvitella, 183 Flying Cloud Isle;
4. Eva hess, 450 Thatcher Lane;
5. Vy Vo, 1170 Foster City Boulevard #303;
6. Steve Gunn, 610 Portsmouth Lane;
7. Walter Rick, 820 Juno Lane;
8. Bill Fried, 1031 Monterey Avenue; and
9. Ken Wassget.

Marc Hershman, representing Peninsula Clean Energy addressed the City Council in person regarding Peninsula Clean Energy.

Michael Damian addressed the City Council via teleconference regarding the proposed hotel at Metro Center Boulevard and Shell Boulevard.

The following people addressed the City Council by email:

1. Richard Harris regarding the Golf Course; and
2. Doris Duncan regarding Foster City parks and various events.

CONSENT CALENDAR

Motion by Councilmember/Director Hindi, seconded by Councilmember/Director Froomin, and carried unanimously, 5-0-0, approving the following items on the City/District Consent Calendar:

City/EMID Consent Calendar

1. City/EMID Special Meeting of June 16, 2021;
2. City/EMID Regular Meeting of June 21, 2021;
3. City/EMID Special Meeting of June 22, 2021;
4. City/EMID Special Meeting of June 28, 2021;
5. City/EMID Special Meeting of July 12, 2021;
6. City Resolution No. 2021-98, "A Resolution of the City Council of the City of Foster City Authorizing an Agreement with Good City Company in the Amount Not-to-Exceed \$163,125 for Limited-Term Project-Based Economic Development Consultant Services for a One-Year Term from August 1, 2021 to July 31, 2022;"

7. City Resolution No. 2021-99, "A Resolution of the City Council of the City of Foster City Approving an Amendment and Novation Agreement between Municipal Resource Consultants and MuniServices, LLC for the Examination of Sales, Transactions, and Use Tax Records and an Amendment Reducing the Audit and Recovery Contingency Fees from 25% to 15%;"
8. City Resolution No. 2021-100, "A Resolution of the City Council of the City of Foster City Authorizing Staff to Release a Request for Qualifications (RFQ) to Establish a List of Qualified Planning Consultants and Select Three (3) Consulting Firms from the List to Augment Limited-Term Project-Based Professional City Planning Services on an On-Call Basis for the Planning Division of the Community Development Department;"
9. City Resolution No. 2021-101, "A Resolution of the City Council of the City of Foster City Approving Issuance of a Revised Request for Proposals for Tenant Relocation Assistance Services Provider for Foster's Landing Below Market Rate (BMR) Tenants;"
10. City Resolution No. 2021-102, "A Resolution of the City Council of the City of Foster City Approving Issuance of a Request for Proposal for Property Management Services for the 22 Work Force Housing Units at Pilgrim Triton Phase III;"
11. City Resolution No. 2021-103, "A Resolution of the City Council of the City of Foster City Extending the Proclamation of the Existence of a Local Emergency Caused by the Threat of the Novel COVID-19 Virus;"
12. City Resolution No. 2021-104, "A Resolution of the City Council of the City of Foster City Authorizing the City Manager to Execute Agreements for Leadership Development Program Services with Dr. Frank Benest and Miller Management & Consulting in an Amount Not to Exceed \$19,900 and \$30,000 Respectively for Leadership Development Program Services;"
13. City Resolution No. 2021-105, "A Resolution of the City Council of the City of Foster City Approving and Authorizing Staff to Issue the Request for Proposal for Professional Property Interest Acquisition Services for the Levee Protection Planning and Improvements (CIP 327-657);"
14. City Resolution No. 2021-106, "A Resolution of the City Council of the City of Foster City Approving an Agreement with Tripepi Smith and Associates Inc. for Strategic Communications and Outreach Services for the Levee Protection Planning and Improvements Project (CIP 327-657) from August 1, 2021 to July 31, 2022 in an Amount Not to Exceed \$127,056 for the Initial Year, with the Option to Extend the Agreement for Two Additional One-Year Terms;" adopted with an amendment to direct staff to bring back two optional one-year extensions for City Council approval after the initial term;
15. City Resolution No. 2021-107, "A Resolution of the City Council of the City of Foster City Approving Right of Entry Agreements Between the City of Foster City and Certain Property Owners to Enter Private Property to Construct Certain Public Access and Amenity Improvements Required in Connection with the Foster City Levee Protection Planning and Improvements Project (CIP 327-657);"
16. City Resolution No. 2021-108, "A Resolution of the City Council of the City of Foster City Authorizing the Issuance of the Request for Proposals and/or

Qualifications for Specialized Limited-Term Project-Based Professional Services for Program Management, Construction Management, Engineering, Architectural, and Other Professional Services;”

17. EMID Resolution No. 3594, “A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing the Issuance of the Request for Proposals and/or Qualifications for Specialized Limited-Term Project-Based Professional Services for Program Management, Construction Management, Engineering, Architectural, and Other Professional Services;”
18. Request to Agendize Discussion to Amend, Rescind, or Suspend Enforcement of the Code of Conduct; and
19. Minute Order No. 1792, “Levee Improvements Project (CIP 327-657) - Monthly General Update.”

PUBLIC HEARINGS

2021-2022 APPROPRIATIONS LIMIT OF THE CITY/DISTRICT. CITY RESOLUTION NO. 2021-109. EMID RESOLUTION NO. 3595.

Mayor/President Gehani opened a public hearing to hear and consider comments regarding the 2021-2022 appropriations limit of the City/District.

Assistant Finance Director Rusli presented the staff report.

No public testimony was received.

Without objection from the City Council/EMID Board of Directors, Mayor/President Gehani closed the public hearing.

Discussion ensued.

Motion by Councilmember/Director Froomin, seconded by Vice Mayor/President Awasthi, and carried unanimously, 5-0-0, adopting City Resolution No. 2021-109, “A Resolution of the City Council of the City of Foster City Establishing the Fiscal Year 2021-2022 Appropriations Limit Pursuant to Article XIIIB of the California Constitution” and EMID Resolution No. 3595, “A Resolution of the Board of Directors of the Estero Municipal Improvement District Establishing the Fiscal Year 2021-2022 Appropriations Limit Pursuant to Article XIIIB of the California Constitution.”

PROPOSED REVISIONS AND UPDATES TO THE URBAN WATER MANAGEMENT PLAN (UWMP) AND ASSOCIATED WATER SHORTAGE CONTINGENCY PLAN (WSCP). EMID RESOLUTION NO. 3596. EMID RESOLUTION NO. 3597.

President Gehani opened a public hearing to hear and consider public comments regarding the proposed revisions and updates to the Urban Water Management Plan (UWMP) and associated Water Shortage Contingency Plan (WSCP).

Assistant City Manager/Acting Parks and Recreation/Public Works Director Hall presented the staff report.

No public testimony was received.

Without objection from the EMID Board of Directors, President Gehani closed the public hearing.

Discussion ensued.

Motion by Vice President Awasthi, seconded by Director Sullivan, and carried unanimously, 5-0-0, adopting EMID Resolution No. 3596, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Adopting the 2020 Urban Water Management Plan and Carry Over of the Unspent Project Appropriation from Account 401-0960-461-4251 to FY 2021-2022."

Motion by Vice President Awasthi, seconded by Director Froomin, and carried unanimously, 5-0-0, adopting EMID Resolution No. 3597, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Adopting the 2020 Water Shortage Contingency Plan."

NEW BUSINESS

PROPOSED DEVELOPMENT OF A NEW, APPROXIMATELY 83,187 SQUARE-FOOT, SEVEN-STORY HOTEL WITH 151 GUEST ROOMS AND ASSOCIATED SITE IMPROVEMENTS AT THE VACANT LOT LOCATED AT THE SOUTHWEST CORNER OF METRO CENTER BOULEVARD AND SHELL BOULEVARD. CITY RESOLUTION NO. 2021-110.

Vice Mayor Awasthi recused herself due to owning property within 500 feet of the location.

Associate Planner Maier presented the staff report.

Masako Houston addressed the City Council in person regarding the hotel.

Rick Hedges addressed the City Council via teleconference regarding the hotel.

Discussion ensued.

Motion by Councilmember Hindi, seconded by Councilmember Froomin, and carried, 4-0-0, adopting City Resolution No. 2021-110, "A Resolution of the City Council of the City of Foster City, Adopting the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program, Approving the CEQA Findings, and Certifying the Final Environmental Impact Report, for Construction of a Seven-story, Approximately 89'-0"-tall, ±83,187 Square-Foot Limited-service Hotel With 151 Guest Rooms – Southwest Corner of Metro Center Boulevard and Shell Boulevard in Town Center Neighborhood

(TC) – APN 094-522-350– MPQ Foster City Metro Center LLC – EA2019-0001” with amendments to add a requirement to use 100% Peninsula Clean Energy or successor agency electricity.

Motion by Councilmember Hindi, seconded by Councilmember Froomin, and carried 4-0-0, to introduce the ordinance by title and waive further reading of “An Ordinance of the City of Foster City Approving an Amendment to the Foster City Zoning Map to Modify the Previously Approved General Development Plan for the ± 100-acre Lands Known as Metro Center in the C-2/PD (General Business/planned Development) District to a C-2/PD (General Business/Planned Development) District With an Amended General Development Plan to Allow Up to Two (2) Hotels With a Total of Approximately 298 Guest Rooms, Including a Seven-Story, Approximately 89’-0”-tall, ±83,187 Square-foot Limited-service Hotel With 151 Guest Rooms on Lot 20 of Tract Map No. 91-83– Southwest Corner of Metro Center Boulevard and Shell Boulevard in Town Center Neighborhood (TC) – APN094-522-350– MPQ Foster City Metro Center LLC – RRZ2019-0002.”

Vice Mayor Awasthi left the room at 8:17 p.m. and returned at 9:29 p.m.

RECESS: The Mayor/President recessed the meeting from 9:24 p.m. to 9:29 p.m.

Without objection from the City Council, Mayor Gehani took “Consideration of Measures for Improved City Council Meeting Productivity and Efficiency” out of agenda order.

RESOLUTIONS FOR ADOPTION

MEASURES FOR IMPROVED CITY COUNCIL MEETING PRODUCTIVITY AND EFFICIENCY. CITY RESOLUTION NO. 2021-111. CITY RESOLUTION NO. 2021-112. MINUTE ORDER NO. 1793.

Principal Management Analyst Phan presented the staff report.

Discussion ensued.

Motion by Councilmember Hindi, seconded by Councilmember Sullivan, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-111, “A Resolution of the City Council of the City of Foster City Setting Meeting Protocols Including an Approach to the Consent Calendar and an Agreed Upon Meeting Duration/Length.”

Motion by Councilmember Froomin, seconded by Vice Mayor Awasthi, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-112, “A Resolution of the City Council of the City of Foster City Adopting a Policy Providing Prescriptive Guidelines for City Council Subcommittees.”

Motion by Mayor Gehani, seconded by Councilmember Froomin, and carried unanimously by roll call vote, 5-0-0, adopting Minute Order No. 1793, “establishing a Minimum Wage Ad Hoc Committee and a Privacy & Technology Policy Ad Hoc

Subcommittee, appointing Two Council Liaisons Each to the Said Subcommittees, and Updating the Council Liaisons List.”

NEW BUSINESS

PRELIMINARY REVIEW OF A PROPOSAL TO ALLOW RESEARCH & DEVELOPMENT USE ON FLOORS FOUR (4) THROUGH EIGHT (8) AT PARKSIDE TOWERS OFFICE DEVELOPMENT– DGA – 1001 E. HILLSDALE BLVD. – TOWN CENTER NEIGHBORHOOD – APN 094-524-220 – PR2020-0007. NO ACTION TAKEN.

Planning Manager Mangalam presented the staff report.

Discussion ensued.

No public testimony was received.

No action was taken.

COMMUNICATIONS

CITY/DISTRICT WARRANT OF DEMANDS. NO ACTION TAKEN.

City/District Warrant of Demands were Processed and Issued on June 15, 2021, June 16, 2021, June 17, 2021, June 30, 2021, July 2, 2021. ACH on June 17, 2021, June 30, 2021.

COUNCIL/BOARD STATEMENTS AND REQUESTS, COUNCIL LIAISON REPORTS, AND CITY/DISTRICT MANAGER REPORTS

City/District Manager Pirnejad announced that City Hall will reopen on Monday July 26 and the Recreation Center will open on August 9. He stated that the San Mateo County Health Office recommends masks be worn indoors, regardless of vaccination status. Masks will be required at the Recreation Center as it is a childcare location. He invited the public to join the Levee Improvements Project Community update on Thursday August 5, from 5 to 6:30 p.m., and the Inagi City Sister City signing event on July 26 at 6 p.m. He stated that the San Mateo Consolidated Fire Department (SMC Fire) Board met on July 14 and discussed the Department’s Master Fee Schedule, the hiring of 6 additional firefighters, and a supplemental budget appropriation. He also stated that staff is working to develop a frequently asked questions (FAQ) sheet regarding the Golf Course site that will be posted on the City’s website and social media platforms.

Councilmember/Director Sullivan stated that he attended the City/County Association of Governments (C/CAG) Congestion Management and Environmental Quality Committee meeting on June 28 and they discussed Measure M and the transit system. He also attended the San Mateo-Foster City School District meeting on July 12 and they presented their plan for students and district elections. On June 24, he attended the San

Mateo Unified High School District Board meeting and the Board approved the budget and is also preparing for district elections.

Councilmember/Director Froomin stated that he attended the South Bayside Waste Management Authority (SBWMA) meeting on June 24, and they discussed the Organics to Energy pilot program, and a Memorandum of Understanding with member agencies to implement SB 1383, and he was selected to be on the committee to review the proposals for a new Shoreway Environmental Center Operator. On June 25, he attended the Council of Cities meeting in Burlingame and they discussed the public/private partnership to develop the historic downtown post office. On July 15, he attended the Planning Commission meeting and they discussed objective design standards, inclusionary policy, affordable housing overlay, and housing element. He also attended the Sand Castle contest on July 10, the DIY Ice Cream event on July 18, and the Anniversary concert on July 17. He thanked the Parks and Recreation staff for organizing the events and acknowledged the Police Department for completing their initial round of neighborhood meetings for the Community Connect program. He reminded residents that the National Night Out celebration was on August 3 at Leo J. Ryan Park, and the Family Overnighter was on August 7. He also requested to agendaize an item regarding options on Regional Housing Needs Allocation (RHNA) and other means of local control regarding land use. He also encouraged residents volunteer for Meals on Wheels by calling the Volunteer Coordinator at (650) 888-6000 or the Foster City Village Vice President at (650) 483-4999.

Councilmember/Director Hindi also encouraged residents to volunteer for the Meals on Wheels program. He thanked the public for their engagement, especially on the Golf Course issue. He stated that he attended the concert on July 17 and thanked the public for being responsible and safe. Due to the rising cases of the Delta Variant of COVID-19, he encouraged residents to get vaccinated if they have not done so already. On July 15, he attended the Bay Area Water Supply and Conservation Agency (BAWSCA) meeting, and they discussed the water plan and an agreement with the state. He also attended the Peninsula Clean Energy (PCE) Diversity, Equity, Access and Inclusion Subcommittee meeting on June 24 and stated that they were hiring a consultant to implement diversity policies. He also stated that the airplane noise should be alleviated when runway construction is completed in September.

Vice Mayor/Vice President Awasthi stated that she attended the Association of Bay Area Governments (ABAG) Executive Board meeting where they discussed RHNA allocation. She also attended the SMC Fire Board meeting on July 14, and the Board decided to postpone consideration of appointing a new Fire Chief until 2022 and confirmed Interim Chief Thrasher as Fire Chief. On July 6, she attended the Parks and Recreation Committee meeting and they discussed the Park System Master Plan, Recreation Center Master Plan, and proposed content for a community survey. She suggested that the City should collaborate with the San Mateo Unified High School District to find ways school bond funds to return to the community in the form of Recreation Center programs for children and students. She attended the Anniversary concert on July 17. She thanked

City Manager Pirnejad for preparing the FAQ on the Golf Course and stated that the City Council was continuing the discussion on the Golf Course with the community.

Mayor/President Gehani thanked Vice Mayor Awasthi for attending the Parks and Recreation Committee meeting in his place since it was rescheduled to a date that conflicted with his schedule. He stated that he attended the Council of Cities meeting on June 25 and the City/County Association of Governments (C/CAG) on July 8. He also met with the County Manager who reported that 88% of people 12 years and older were vaccinated; however, the Delta Variant continues to be a serious concern. He thanked staff for the community events and expressed his excitement for the upcoming programming to reinvigorate the community. He also stated that given the City's good financial situation, the City Council and the public should reevaluate the long-term plans and vision for the City. He also supported a discussion on RHNA and providing feedback to the state. He requested that the issue of geese in Foster City be made a priority as it is a serious health and safety concern.

CLOSED SESSION

Mayor/President Gehani recessed the meeting into Closed Session for:

1. Conference with City Labor Negotiators (Pursuant to Government Code Section 54957.6(a))
Agency Negotiators: Peter Pirnejad, Maria Saguisag-Sid
Employee Organizations: American Federation of State, County and Municipal Employees (AFSCME), Foster City Police Officers Association and Management Employees;
2. Conference with Legal Counsel - Anticipated Litigation (Government Code §54956.9(b)): One Potential Case; and
3. Public Employee Performance Evaluation (Government Code §54957)
Title: City Manager.

Meeting recessed into Closed Session at 10:53 p.m. and reconvened at 1:45 a.m.

Mayor/President Gehani reported that no action was taken in Closed Session.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Gehani adjourned the meeting. Meeting adjourned at 1:45 a.m.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FOSTER CITY APPROVING AN AMENDMENT TO THE FOSTER CITY ZONING MAP TO MODIFY THE PREVIOUSLY APPROVED GENERAL DEVELOPMENT PLAN FOR THE ± 100-ACRE LANDS KNOWN AS METRO CENTER IN THE C-2/PD (GENERAL BUSINESS/PLANNED DEVELOPMENT) DISTRICT TO A C-2/PD (GENERAL BUSINESS/PLANNED DEVELOPMENT) DISTRICT WITH AN AMENDED GENERAL DEVELOPMENT PLAN TO ALLOW UP TO TWO (2) HOTELS WITH A TOTAL OF APPROXIMATELY 298 GUEST ROOMS, INCLUDING A SEVEN-STORY, APPROXIMATELY 89'-0"-TALL, ±83,187 SQUARE-FOOT LIMITED-SERVICE HOTEL WITH 151 GUEST ROOMS ON LOT 20 OF TRACT MAP NO. 91-83– SOUTHWEST CORNER OF METRO CENTER BOULEVARD AND SHELL BOULEVARD IN TOWN CENTER NEIGHBORHOOD (TC) – APN 094-522-350– MPQ FOSTER CITY METRO CENTER LLC – RZ2019-0002

CITY OF FOSTER CITY

THE CITY COUNCIL OF THE CITY OF FOSTER CITY DOES FIND AND ORDAIN as follows:

Section 1. The City Council, based on facts and analysis in the Staff Reports, written and oral testimony, mitigation measures included in the project, and exhibits presented, finds:

- A. The proposed General Development Plan Amendment/Rezoning will be in furtherance of, and, in accordance with, the General Plan of the City of Foster City because: 1) it will be consistent with Town Center General Plan Land Use designation of the subject site; 2) it will be architecturally compatible with the surrounding buildings in the Metro Center Development and would be sympathetic to the character and style of the adjacent Visa office building and Cityhomes East residential complex, as well as of surrounding land uses, including the Costco warehouse store and Metro retail center, and, therefore, would promote “proper site planning, architectural design and property maintenance” as stated in the Land Use Goal LUC-B and Land Use Policies LUC-B-1 and LUC-B-3; 3) it will provide for economic development, consistent with the principles of Land Use Goal LUC-I; 4) it will maintain a variety of land uses, consistent with Land Use Goal LUC-C; 5) it will be adequately served by municipal services and facilities, per Goal LUC-L; 6) it will provide for adequate on-site parking for safe and effective circulation, consistent with Land Use Goal LUC-G and Policy LUC-G-1; 7) it will provide enough land for commercial uses, consistent with Land Use Policy LUC-D-1; and 8) it will mitigate construction noise to the extent feasible per Policy N-5 and foster economic development by providing a new lodging facility on an underutilized site within the Town Center neighborhood, increasing the assessed value of the property, and providing for additional community-serving services at the subject property in particular and the City in general; and
- B. The proposed General Development Plan Amendment/ Rezoning will explicitly allow a second hotel in Metro Center and an increase in the total square footage of hotel use by approximately 83,187 square feet. The additional hotel and increase in the number of guest rooms and hotel use square footage will not be detrimental to present and planned surrounding uses because, although it would intensify the land use on the existing site, the new use would not create conflicts with existing on-site or surrounding land uses, because the proximity of the proposed limited-service hotel to major employers in Foster City will allow visitors to access lodging with the convenience of walking, biking, or accessing shuttle transport to and from surrounding destinations, including employment centers, shopping, and local airports, while an additional lodging facility will assist in

absorbing the forecasted rise in demand for overnight accommodations without creating competition with, or otherwise adversely impacting, existing hotels in the City; and

- C. The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic, and proposed densities will not generate traffic in such amounts as to overload the street network outside the development; and
- D. Existing and proposed utility services and facilities and other public improvements such as fire and police protection; school services; open space and recreation; water supply; wastewater treatment; solid waste and electricity; and gas and telecommunications are adequate for the proposed hotel density and land use because: 1) the proposed project will be required to meet all Fire Code requirements, and, therefore, will not reduce the ability of the Foster City Fire Department to meet existing performance standards or exceed the capabilities of existing or planned staffing levels; 2) no increased demand in police services is anticipated, and no new school facilities will be required as a result of the project; 3) the Water Supply Assessment prepared analyzed the water demand of this project, as well as future projects, and concluded that EMID has sufficient resources to serve the hotel and associated site improvements without detrimentally impacting water supplies for existing and planned future developments; 4) anticipated wastewater discharges are not high enough to require the expansion of the existing wastewater treatment system, and, as recommended in the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (and incorporated in the project mitigation measures), the developer will be required to prepare a sewer flow projection study and a hydraulic capacity study to verify that the existing sewer system is sized to adequately manage additional wastewater volumes generated by the project and will be required to prepare a Stormwater Pollution Prevention Plan to ensure that the proposed drainage system will accommodate stormwater runoff from the project; 5) the amount of solid waste generated will not substantially shorten the life of existing landfill facility/ies; and 6) other utilities serving the project are expected to be adequate; and
- E. The proposed ratios for off-street parking supported by the Transportation Demand Management (TDM) program dated June 4, 2021 and the parking impact analysis report prepared by Hexagon Consultants dated June 4, 2021 remain consistent with the provisions of Chapter 17.62, Off-Street Parking Regulations, and Chapter 17.36, PD Planned Development, of Title 17 Zoning, of the Foster City Municipal Code; and
- F. The Planned Development will not have a detrimental and immitigable financial impact on the City or the Estero Municipal Improvement District; and
- G. The proposed Rezoning will not have any significant adverse environmental impacts and is the subject of an Environmental Impact Report recommended for certification by the Planning Commission through Resolution P-07-20, adopted on June 18 2020; and is the subject of Findings under the California Environmental Quality Act (CEQA) and Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (SCAMMRP), recommend for approval by the Planning Commission through Resolution P-09-21, adopted on June 17, 2021. The EIR was adopted, and the CEQA Findings and SCAMMRP were approved, by the City Council on July 19, 2021 (SCH #2019049065, EA2019-0001).

Section 2. The City of Foster City Zoning Map is hereby amended to reclassify that property known as Metro Center from its existing General Development Plan to an amended General Development Plan to allow development of up to 359,300 sq. ft. of retail commercial

use(s); 1,588,231 sq. ft. of general office use(s); 45,000 sq. ft. of medical/ dental use(s); 312 townhouses; 60 senior citizen apartments; a 147-room courtyard style hotel with internal support coffee shop, lounge and meeting rooms; a 7,500 sq. ft. children's day care center; a one- acre (plus or minus) park /open space area; supporting day care and health /exercise and cafeteria facilities contained within office buildings, at-grade parking and parking structures, with internal site circulation to be provided by Metro Center Boulevard, to include up to two (2) hotels with a total of approximately 298 guest rooms, including a seven-story, approximately 89'-0"-tall, ±83,187 square-foot limited-service hotel with 151 guest rooms on the southwest corner of Metro Center Boulevard and Shell Boulevards (APN 094-522-350), on Lot 20 of Tract Map No. 91-83, in accordance with plans on file in the Community Development Department, as shown on Exhibits A-1 and A-2 of this Ordinance, attached hereto and incorporated herein.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it should have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Section 4. Taking Effect. This Ordinance shall take effect and be in force thirty (30) days from and after its adoption.

Section 5. Posting. Within fifteen (15) days after the adoption of this Ordinance, the City Clerk shall have it posted in three (3) public places designated by the City Council.

This Ordinance was introduced and read on the 19th day of July, 2021, and passed and adopted on the 2nd day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

EXHIBIT A

AMENDED GENERAL DEVELOPMENT PLAN FOR METRO CENTER

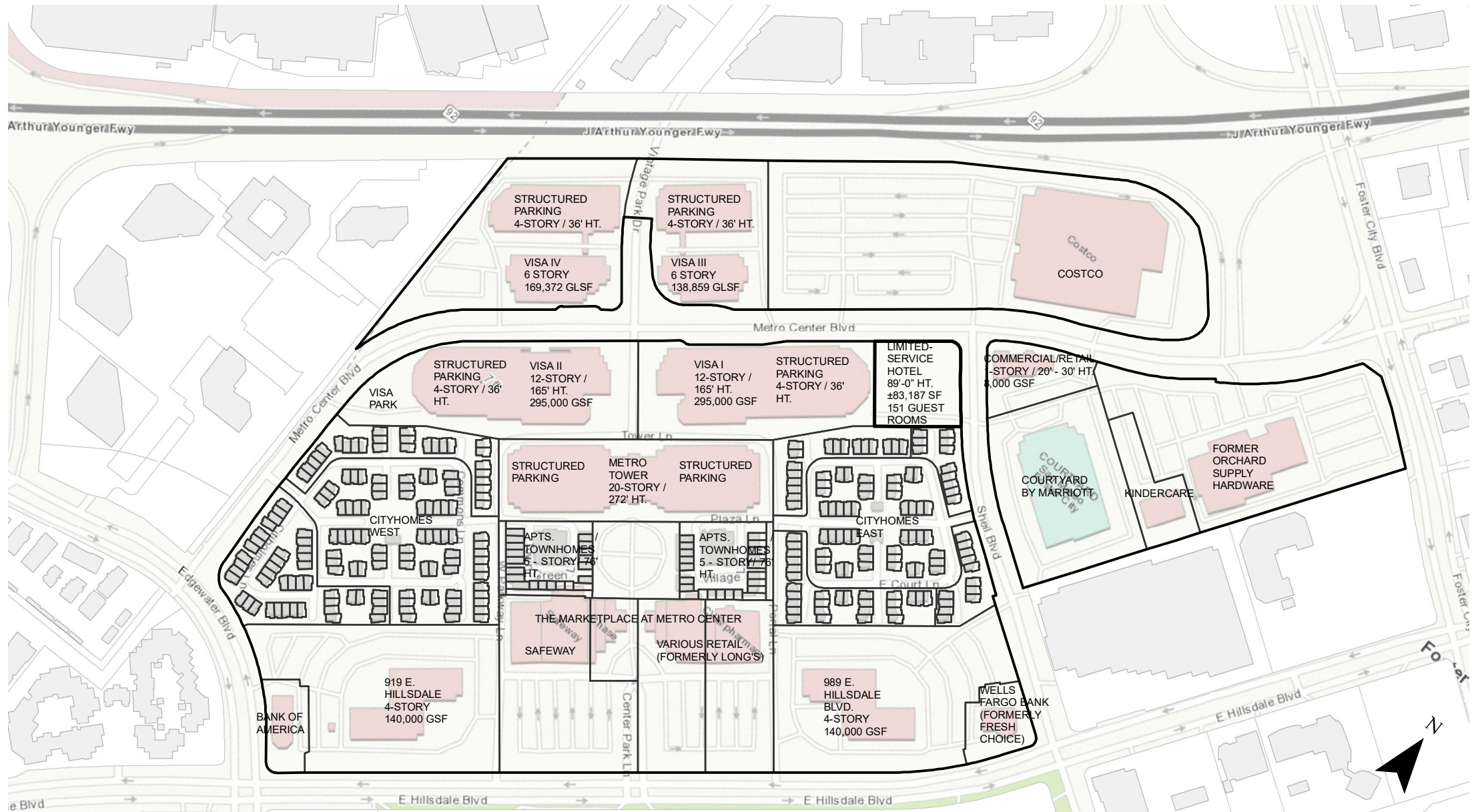
The C-2 /PD (General Business/Planned Development) District zoning of the subject ± 100-acre lands known as Metro Center (APNS: 094-051-010 through 094-051-790, 094-052-010 through 094-052-380, 094-053-010 through 094-053-280, 094-522-160, 094-522-170, 094-522-180, 094-522-190, 094-522-200, 094-522-210, 094-522-220, 094-522-230, 094-522-240, 094-522-250, 094-522-260, 094-522-270, 094-522-290, 094-522-320, 094-522-330, 094-522-340, 094-522-350, 094-522-360, 094-522-370, 094-524-040, 094-524-050, 094-524-150, 094-524-160, 094-524-190, 094-525-020, 094-526-040, 094-526-050, 094-526-060, 094-960-010 through 094-960-520, 094-970-010 through 094-970-670) is herewith limited and specified to allow development of up to 359,300 sq. ft. of retail commercial use(s); 1,588.231 sq. ft. of general office use(s); 45,000 sq. ft. of medical/ dental use(s); 312 townhouses; 60 senior citizen apartments; a 147-room courtyard style hotel with internal support coffee shop, lounge and meeting rooms; a 7,500 sq. ft. children's day care center; a one- acre (plus or minus) park /open space area; supporting day care and health /exercise and cafeteria facilities contained within office buildings, at-grade parking and parking structures, with internal site circulation to be provided by Metro Center Boulevard, Shell Boulevard and various internal roadways, all in accordance with the plans on file in the Planning Division of the Community Development Department.

As a result of this amendment as described above, the General Development Plan for the ± 100-acre Metro Center development is as follows:

The C-2 /PD (General Business/Planned Development) District zoning of the subject ± 100-acre lands known as Metro Center (APNS: 094-051-010 through 094-051-790, 094-052-010 through 094-052-380, 094-053-010 through 094-053-280, 094-522-160, 094-522-170, 094-522-180, 094-522-190, 094-522-200, 094-522-210, 094-522-220, 094-522-230, 094-522-240, 094-522-250, 094-522-260, 094-522-270, 094-522-290, 094-522-320, 094-522-330, 094-522-340, 094-522-350, 094-522-360, 094-522-370, 094-524-040, 094-524-050, 094-524-150, 094-524-160, 094-524-190, 094-525-020, 094-526-040, 094-526-050, 094-526-060, 094-960-010 through 094-960-520, 094-970-010 through 094-970-670) is herewith limited and specified to allow development of up to 359,300 sq. ft. of retail commercial use(s); 1,588.231 sq. ft. of general office use(s); 45,000 sq. ft. of medical/ dental use(s); 312 townhouses; 60 senior citizen apartments; a 147-room courtyard style hotel with internal support coffee shop, lounge and meeting rooms and an approximately 89'-0"-tall, ±83,187 square-foot limited-service hotel with 151 guest rooms, for a total of two (2) hotels with a total of approximately 298 guest rooms; a 7,500 sq. ft. children's day care center; a one- acre (plus or minus) park /open space area; supporting day care and health /exercise and cafeteria facilities contained within office buildings, at-grade parking and parking structures, with internal site circulation to be provided by Metro Center Boulevard, Shell Boulevard and various internal roadways, all in accordance with the plans on file in the Planning Division of the Community Development Department.

Exhibit B

Ordinance No. _____



The C-2/PD (General Business/Planned Development) District zoning of the subject ±100-acre lands known as Metro Center (APNS: 094-051-010 through 094-051-790, 094-052-010 through 094-052-380, 094-053-010 through 094-053-280, 094-522-160, 094-522-170, 094-522-180, 094-522-190, 094-522-200, 094-522-210, 094-522-220, 094-522-230, 094-522-240, 094-522-250, 094-522-260, 094-522-270, 094-522-290, 094-522-320, 094-522-330, 094-522-340, 094-522-350, 094-522-360, 094-522-370, 094-524-040, 094-524-050, 094-524-150, 094-524-160, 094-524-190, 094-525-020, 094-526-040, 094-526-050, 094-526-060, 094-960-010 through 094-960-520, 094-970-010 through 094-970-670) is herewith limited and specified to allow development of up to 359,300 sq. ft. of retail commercial use(s); 1,588,231 sq. ft. of general office use(s); 45,000 sq. ft. of medical/ dental use(s); 312 townhouses; 60 senior citizen apartments; a 147-room courtyard style hotel with internal support coffee shop, lounge and meeting rooms, and an approximately 89'-0"-tall, ±83,187 square-foot limited-service hotel with 151 guest rooms, for a total of two (2) hotels with a total of approximately 298 guest rooms; a 7,500 sq. ft. children's day care center; a one acre (plus or minus) park/open space area; supporting day care and health/exercise and cafeteria facilities contained within office buildings, at-grade parking and parking structures, with internal site circulation to be provided by Metro Center Boulevard, Shell Boulevard and various internal roadways, all in accordance with the plans on file in the Planning Division of the Community Development Department.



DATE: August 2, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Dante Hall, Acting Public Works Director
Frank Fanara, Parks Manager

SUBJECT: ACCEPTING WORK AND FILING NOTICE OF COMPLETION FOR (CIP 301-692) IRRIGATION BOOSTER PUMP INSTALLATIONS AT SEA CLOUD, BOOTHBAY, AND EDGEWATER PARKS

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution accepting the work by Redwood Construction and Equipment Inc. dba Redwood Engineering Construction for (CIP 301-692) Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks, and directing the City Clerk to file the Notice of Completion.

EXECUTIVE SUMMARY

The Irrigation Booster Pump Installations at Sea Cloud, Boothbay and Edgewater Parks project is one of five components of CIP 301-692. This portion of the CIP had a budget of \$150,000 which consisted of the City's purchase of the booster pumps, the installation of those pumps and incidental expenses associated with the advertising of the project for bid.

Construction work was performed by Redwood Engineering Construction for (CIP 301-692) Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks, consisting of:

1. Demolish and dispose of existing pumps and pump plumbing necessary to re-plumb to new skid suction and pressure flanges.

2. Demolish and dispose of existing pump foundations.
3. Form and pour new pump foundations.
4. Reroute and install plumbing for suction and pressure flanges of new pump skids.
5. Extend and connect existing electrical as needed to supply power to new pump skids. Provide all external and internal wiring and connections to electrical code.
6. Supply and install appropriate flow meter sensors into existing flow meter housings.
7. Startup-test pump systems to verify optimum performance.

This project was developed and constructed in conformance with the contract documents and was completed on June 21, 2021. Therefore, it is recommended that the work be accepted and the Notice of Completion be filed and recorded by the City Clerk.

BACKGROUND

City Resolution No. 2020-119 authorized execution of an agreement with Redwood Engineering Construction for (CIP 301-692) Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks. The pumps had been previously purchased by the City and were not part of the contract.

The agreement amount was \$49,800 for project construction with a contingency amount of \$10,024. Total funding in the amount of \$59,824 was budgeted and established for construction of CIP 301-692 Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks. Authorization was given to the City Manager to execute contract change orders up to the established contingency amount.

The project was substantially complete on June 21, 2021. The irrigation systems at all three sites were certified and operational on June 21, 2021.

ANALYSIS/FISCAL IMPACT

There were zero (0) change orders executed for the construction of (CIP 301-692) Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks.

Table 1 shows the financial summary for (CIP 301-692) Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks. The total expenditure for procurement of the pumps, installation of the pumps and incidental costs associated with advertising the project for bid were within the budget of \$150,000.

Table 1: Financial Summary for Irrigation Booster Pump Installations

Vendor Name	Transaction Amount	PO Number	Description	Transaction Date
Barker Blue Digital Imaging	\$89.61	189236	Irrig Pump Const Manuals	09/02/2020
Const Market Data Grp LLC	\$262.00	189278	Legal Advertising Notice	08/28/2020
Dodge Data & Analytics	\$614.70	189377	Public Advertising Notice	08/28/2020
Foster City Islander	\$449.50	189279	Legal Advertisements	09/08/2020
Siteone Landscape Supply LLC	\$77,646.17	189508	Irrigation Booster Pumps	03/08/2021
Redwood Engineering Const	\$49,800.00	189924	Irrig Booster Pump Installation	06/21/2021
Total Expenditures:	\$128,861.98			
Budget for Irrig Pumps Upgrade:	\$150,000.00			
Budget Remaining:	\$21,138.02			

The (CIP 301-692) Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks is now complete. Therefore, staff recommends that the work be accepted by the City and the Notice of Completion be filed and recorded by the City Clerk.

CIP 301-692 consists of five components. The Fencing at Catamaran Park Boardwalk, Edgewater Boulevard Tree Removal and Irrigation Booster Pump Installation elements are now complete. The Central Irrigation System Upgrade, and Sea Cloud Park Maintenance Substation Roof Repair and Dry Rot Remediation are anticipated to be complete by the end of 2021.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREAS

This item aligns with the City Council's "Facilities and Infrastructure" priority area by maintaining the city's irrigation infrastructure and, ultimately, the parks in which it is installed. Further, it aligns with the Innovation and Sustainability priority area by utilizing technology that will conserve water and encourage healthy plant growth. Finally, there is a nexus to the "Staff Empowerment and Operational Excellence" priority area as this project will maximize efficiency in operations and allow staff to prioritize other important projects.

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Notice of Completion

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY ACCEPTING THE WORK BY REDWOOD CONSTRUCTION AND EQUIPMENT INC. DBA REDWOOD CONSTRUCTION ENGINEERING FOR IRRIGATION BOOSTER PUMP INSTALLATIONS AT SEA CLOUD, BOOTHBAY, AND EDGEWATER PARKS PROJECT (CIP 301-692) AND DIRECTING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

CITY OF FOSTER CITY

WHEREAS, the Parks Superintendent has filed with the City Clerk the Notice of Completion for the work known as Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks (CIP 301-692) located in the City of Foster City, situated in San Mateo County, California; provided to be done under and pursuant to the contract documents and agreement between the City of Foster City and Redwood Engineering Construction dated November 2, 2020; and

WHEREAS, it appears to the satisfaction of the City Council that said work has been completed in an acceptable manner.

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

1. Acceptance of said work subject to reservation of all City's rights arising from any defective workmanship and/or materials not observed during construction being hereafter discovered and becoming known to City; and
2. The City Clerk to notarize and file for record with the County Recorder of the County of San Mateo, the Notice of Completion thereof, as required by law, and file a conformed, recorded copy of said notice with the Finance Director and Public Works Director/City Engineer; and
3. The City Clerk to notify Redwood Engineering Construction that the Faithful Performance Bond No. 070213793 from The Ohio Casualty Insurance Company of North America USA may be released one year following the recordation of the Notice of Completion; and
4. The City Clerk to release the Labor and Materials Bond No. 070213793 from The Ohio Casualty Insurance Company of North America USA, thirty-five (35) days after the date of recording of the Notice of Completion if no claims or Stop Notices have been received.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 2nd day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

NOTICE OF COMPLETION

(CIP 301-692) IRRIGATION BOOSTER PUMP INSTALLATIONS AT SEA CLOUD, BOOTHBAY, AND EDGEWATER PARKS

CITY OF FOSTER CITY

NOTICE IS HEREBY GIVEN:

Redwood Engineering Construction entered into an agreement dated the 2nd day of November 2021, for Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks in the City of Foster City, situated in San Mateo County, California. Said improvements are known as (CIP 301-692) Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks, consisting of demolition of existing booster pump systems and installation of new booster pump systems.

That said work and improvements are located in the City of Foster City, situated in San Mateo County, California, and were actually completed on the 21st day of June 2021. That acceptance of said work was ordered by resolution of the City of Foster City adopted on the 2nd day of August 2021.

That the name of the surety of the contractor's bond for labor and materials on said project is: **The Ohio Casualty Insurance Company, Bond No. 070213793.**

That said work and improvements consisted of furnishing all labor, materials, tools, equipment, services, and incidentals required to undertake and complete (CIP 301-692) Irrigation Booster Pump Installations at Sea Cloud, Boothbay, and Edgewater Parks, all in accordance with the contract documents as required by the City of Foster City and more particularly described in the agreements approved by the City Council of the City of Foster City pursuant to City Resolution No. 2020-119 adopted on the 16th day of November, 2021. This agreement is subject to reservation of all City rights arising from the contract documents, and further, any defective workmanship and/or materials not observed during construction being thereafter discovered and known to the City.

DATED: 07/23/21

Dante Hall

Dante Hall (Jul 23, 2021 14:16 PDT)

Dante Hall, Acting Director of Public Works
City of Foster City



DATE: August 2, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Dante Hall, Acting Public Works Director

SUBJECT: TERMINATING AGREEMENT WITH SERPICO LANDSCAPING INC
AND AWARDING AGREEMENT TO LORAL LANDSCAPING INC FOR
ANNUAL STREET MEDIAN MAINTENANCE IN THE AMOUNT OF
\$67,000 FOR A PERIOD OF SEPTEMBER 1, THROUGH DECEMBER
31, 2021 WITH OPTIONAL EXTENSIONS THROUGH DECEMBER 31,
2024

RECOMMENDATION

It is recommended that City Council adopt the attached Resolutions:

1. Authorizing the City Manager to give the required 30 days notice to Serpico Landscaping, Inc. (Serpico) to terminate the contract for Street Median Maintenance for Calendar Year 2021; and
2. Awarding an agreement for Street Median Maintenance to Loral Landscaping Inc. (Loral) in an amount of \$67,000.00 for the period of September 1, 2021 to December 31, 2021, with optional annual extensions through December 31, 2024.

EXECUTIVE SUMMARY

Contractual street median maintenance is performed based on Foster City's street median landscape master plan. On November 16, 2020, the City Council awarded the Street Median Maintenance agreement for 2021 to Serpico, which provided the lowest cost proposal.

Since Serpico has been under contract, City staff has observed consistently

unacceptably poor levels of performance and has received numerous citizen complaints. Repeated meetings and communications have not improved performance.

The agreement with Serpico allows either party to terminate the agreement with thirty (30) days' notice. By approving the attached resolution, the City Council will authorize staff to give the required 30 days notice to terminate the contract.

The City Council is permitted by its purchasing rules to award an agreement for the remaining contract term to the second lowest proposer, which was Loral. The total contract cost for the remainder of year one is \$67,000 which is an increase over the current contractor cost for the 2021 calendar year of approximately \$30,000, composed of an additional \$2,000 per month (\$8,400) for routine maintenance and \$21,000 for remedial work required to bring landscaping to the City's standard.

BACKGROUND

Contractual street median maintenance is required and planned based on Foster City's street median landscape master plan. The contractual maintenance for fourteen acres of landscaped and hardscaped street median areas and easements includes:

- Mowing and edging ground covers.
- Pruning and trimming trees and shrubs 15 feet tall and under.
- Weed abatement of all landscaped and hardscaped areas.
- Adjacent curb and gutter clean up and weed abatement.
- Trash and general clean up of all landscaped and hardscaped areas.
- Irrigation programming, checks and repair.

On September 28, 2020, the City Council authorized issuing a Request for Proposals for Street Median Maintenance for the period of January 1 through December 31, 2021 with optional extensions through December 31, 2024. On November 16, 2020, the City Council awarded the Street Median Maintenance agreement to Serpico, who provided the lowest cost proposal of \$113,280 annually.

While Serpico has been under contract to perform Street Median Maintenance, City staff has observed consistently unacceptably poor levels of performance and has received numerous citizen complaints. Repeated meetings with the contractor's foreman and branch manager about specific and general deficiencies did not improve performance. While the branch manager acknowledged issues with the quality of work and committed to bring multiple sites up to an acceptable level of maintenance, this meeting did not correct Serpico's poor performance, and staff continues to communicate daily with the contractor about performance deficiency issues.

ANALYSIS

The City's agreement with Serpico allows that, "either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination." By approving the attached resolution, the City Council will authorize the City Manager to give the required 30 days notice to terminate the contract with Serpico under the terms of the agreement. A draft notice of termination is Attachment 5 to this report.

Because the Request for proposals was issued and proposals were received within the last twelve (12) months, the City's purchasing rules allow the City Council to award an agreement for the remaining contract term to the second lowest proposer. The second lowest proposal came from Loral in an amount of \$138,000 annually (Attachment 4). Loral has agreed to stand by its proposal price. The initial contract period would be the remainder of the current contract year from September 1, 2021 to December 31, 2021, at a prorated cost of \$46,000. As specified in the agreement, the contract cost will increase by 2% annually if the City chooses to exercise the contract extensions.

In addition, Loral has submitted pricing in the amount of \$21,000 for remedial work required to bring the street median landscaping to the City's standard, which Loral would then maintain for the monthly contractual fee. The remedial work has been included in the contract scope of work.

Loral was the City's previous street median maintenance contractor and is its current cul-de-sac maintenance contractor. Based on past experience with the contractor, Staff has confidence that Loral has the capability of performing to the City's standards.

FISCAL IMPACT

Loral has agreed to honor its proposal price of \$138,000 annually, or \$11,500 per month, for year one of the contract term, which is a prorated cost of \$46,000 for the four months of the contract term. The difference between the Serpico cost and the Loral cost for the four (4) remaining months of Calendar Year 2021 is \$4,281, plus the one time cost of \$21,000 to bring the street medians up to the City's maintenance standard. The contract provides for 2% increases annually for future contract extensions.

No additional appropriation is needed in the Parks Division FY 2021-2022 budget for this updated total street median maintenance contract.

CITY COUNCIL VISION, MISSION, VALUE/PRIORITY AREA

This item directly relates to Council's Facilities and Infrastructure Priority Area which prioritizes maintaining, a standard of excellence with regards to infrastructure, including streets, parks, and City facilities "to preserve and enhance quality of life for future

generations.” Further, it relates to Council’s Staff Empowerment and Operational Excellence Priority Area wherein the staff of Foster City is committed to and takes pride in proactively providing exceptional service to the community both directly and in its oversight of the performance of contracted services.

Attachments:

- Attachment 1 – Resolution Authorizing Terminating Agreement with Serpico Landscaping Inc.
- Attachment 2 – Resolution Approving Agreement with Loral Landscaping Inc for Street Median Maintenance
- Attachment 3 – Agreement with Loral Landscaping Inc. for Street Median Maintenance
- Attachment 4 – Loral Landscaping Street Median Maintenance Bid Submittal
- Attachment 5 – Draft Termination Letter for Serpico Landscaping, Inc.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
TERMINATING STREET MEDIAN MAINTENANCE AGREEMENT WITH SERPICO
LANDSCAPING, INC

CITY OF FOSTER CITY

WHEREAS, the City awarded an agreement to Serpico Landscaping for maintenance of City-owned street medians in calendar year 2021; and

WHEREAS, Serpico Landscaping has not performed to the City's maintenance standards and multiple meetings and on-going communication have not improved Serpico's performance of the contract terms; and

WHEREAS, the City's agreement permits termination of the agreement for any reason with thirty (30) days' notice.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize the City Manager to give the required 30 days notice to Serpico Landscaping, Inc. to terminate the contract for Street Median Maintenance for Calendar Year 2021.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Foster City at the regular meeting held on the 2nd day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AWARDING A STREET MEDIAN MAINTENANCE CONTRACT TO LORAL LANDSCAPING INC. IN THE AMOUNT OF \$67,000 FOR A PERIOD OF SEPTEMBER 1, THROUGH DECEMBER 31, 2021 WITH OPTIONAL EXTENSIONS THROUGH DECEMBER 31, 2024

CITY OF FOSTER CITY

WHEREAS, the City of Foster City is responsible to maintain street medians and cul-de-sacs throughout the City, and has established standards for thorough street median maintenance and cul-de-sac maintenance programs; and

WHEREAS, the City awarded an agreement for street median maintenance to a vendor that was subsequently terminated; and

WHEREAS, Loral Landscaping, Inc. submitted the second lowest proposal to the Request for Proposals and is eligible to be awarded an agreement to perform street median maintenance for the remainder of the term that was originally contemplated in the Request for Proposals; and

WHEREAS, Loral Landscaping has expressed an interest in performing the work and has verified the pricing submitted in response to the Request for Proposals; and

WHEREAS, Loral Landscaping has recommended and the City agrees to have additional remedial work performed by Loral Landscaping at a cost of \$21,000 to return the street medians to the City's maintenance standards; and

WHEREAS, Loral Landscaping has demonstrated expertise and competence in previous work for the City of Foster City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby award a street median maintenance contract to Loral Landscaping Inc. in the amount of \$67,000.00 from September 1, 2021, through December 31, 2021, with optional annual extensions through December 31, 2024.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Foster City at the regular meeting held on the 2nd day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

VENDOR AGREEMENT FOR PRODUCTS AND/OR SERVICES
FOR
MEDIAN AND EASEMENT MAINTENANCE 2021

This Agreement is made and entered into as of the ____ day of _____, 20__ by and between the City of Foster City hereinafter called "CITY" and Loral Landscaping, Inc. hereinafter called "VENDOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage VENDOR to provide a product and/or services to the CITY;
- B. That VENDOR is qualified to provide the product and/or services to the CITY and;
- C. That the CITY has elected to engage VENDOR upon the terms and conditions as hereinafter set forth.

- 1. A. Services. The services to be performed by VENDOR under this Agreement are set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- B. Product. The product to be supplied by VENDOR under this Agreement is set forth in Exhibit A which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Timely delivery of the product specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon the date enumerated in

Exhibit A, delivery of the product or completion of performance of services hereunder by VENDOR, whichever date shall first occur.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. CITY shall compensate VENDOR for any product delivered and/or for services rendered, and reimburse VENDOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate VENDOR for all products supplied or services performed by VENDOR hereunder as shown in Exhibit B attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum sixty-seven thousand dollars (\$67,000). Invoices for amounts in excess of sixty-seven thousand dollars (\$67,000) shall not be paid unless additional amounts have been approved in advance of supplying the product, performing the services or incurring the costs and expenses by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon VENDOR meeting contract milestones as defined in Exhibit B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the delivery of additional products or performance of additional services not otherwise included within Exhibit A, such products or services shall be authorized in advance by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the product to be delivered or services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate. Except to the extent modified by written

amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. Records. VENDOR shall keep and maintain accurate records of products delivered or of all time expended in performing services and costs and expenses incurred relating thereto. Said records shall be available to CITY for review and copying during regular business hours at VENDOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by VENDOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY
8. Relationship of Parties. It is understood that the relationship of VENDOR to the CITY is that of an independent contractor and all persons working for or under the direction of VENDOR are its agents or employees and not agents or employees of the CITY.
9. Schedule. VENDOR shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the delivery of products or performance of services occasioned by governmental reviews of VENDOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, VENDOR's officers or employees.

VENDOR acknowledges the importance to CITY of timely delivery of products or services and agrees to put forth its best professional efforts to perform in a manner consistent with that schedule.

10. Indemnity. To the fullest extent allowed by law, VENDOR hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of VENDOR, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of VENDOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require VENDOR to indemnify CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

VENDOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

11. Insurance. VENDOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to VENDOR's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to VENDOR's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum

insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

VENDOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by VENDOR shall agree to be bound to VENDOR and CITY in the same manner and to the same extent as VENDOR is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. VENDOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, VENDOR shall, on the Insurance Coverage form provided in Exhibit D, or equivalent, furnish CITY with certificates and copies of all declaration and endorsement pages for the insurance policy or policies required hereunder. With respect to commercial general liability and automobile liability insurance coverage, VENDOR must obtain and provide the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing the additional insured coverage under VENDOR's insurance policy shall be primary and non-contributory insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of VENDOR's insurance and not contributory

with it. VENDOR and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named VENDOR/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to VENDOR and CITY in the same manner and to the same extent as VENDOR is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

VENDOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event VENDOR fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by VENDOR.

12. WORKERS' COMPENSATION. VENDOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and VENDOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
13. NON-DISCRIMINATION. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The VENDOR will take affirmative action to ensure that

applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The VENDOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The VENDOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. Notice. All notices required by this Agreement shall be given to the CITY and VENDOR in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Parks Maintenance Manager Frank Fanara
Email Address: ffanara@fostercity.org

VENDOR: Loral Landscaping, Inc.
704 South Amphlett Boulevard
San Mateo, CA 94402
Attention: Howard Wheeler
Email Address: _howard@lorallandscaping.com

15. Non-Assignment. This Agreement is not assignable either in whole or in part.
16. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
17. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
18. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

19. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
20. Conflict of Interest. VENDOR may serve other clients, but none who are active within the City of Foster City or who conduct business that would place VENDOR in a "conflict of interest" as that term is defined in State law.
21. Entire Agreement. This Agreement, including Exhibits A, B C, D, and E, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

Sanjay Gehani, Mayor

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Benjamin Stock, City Attorney

VENDOR

Dated: _____

Howard Wheeler
Loral Landscaping, Inc.
President

EXHIBIT A
SCOPE OF WORK and SCHEDULE
FOR
MEDIAN AND EASEMENT MAINTENANCE 2021

SCOPE OF WORK

The scope of this agreement consists of a one-time service to bring City-owned medians up to City standard and monthly service to maintain those areas to the City's standard on an on-going basis.

At all locations indicated in the List of Locations and Map of Locations, the Contractor shall furnish all labor, equipment, materials, tools and supervision to perform landscape maintenance as described herein, including, but not limited to:

- a. Weed control and cultivation - both mechanically and chemically
- b. Fertilization
- c. Shrub trimming, pruning and training
- d. Tree pruning and staking (Trees 15 feet tall and shorter)
- e. General pest control
- f. General litter control, refuse removal, and grounds policing
- g. Irrigation system monitoring, maintenance and repair
- h. Hardscape cleaning/weeding

SCHEDULE

- a. Term. The term of the Agreement shall be from September 1, 2021, through December 31, 2021.
- b. Within forty-five (45) of contract execution, VENDOR shall have completed the remedial work to bring all areas to CITY maintenance standards.
- c. Term Extensions. The contract term may be renewed at the CITY's sole option for up to three (3) one-year (12 months) increment through December 31, 2024. Within six (6) months of the expiration of the current term of the agreement, but not less than two (2) months before the expiration, CITY may exercise its option to extend the term, should an option remain, by notifying the CONCESSIONAIRE in writing.

I. GENERAL SPECIFICATIONS

1. LEVEL OF MAINTENANCE

All work shall be performed in accordance with the highest landscape maintenance standards, as stated herein. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.

If, in the judgment of the City, the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment to the Contractor until services are rendered in accordance with specifications set forth within this document, provided no other arrangements have been made between the Contractor and the City. Failure to give notification of a change and/or failure to perform an item of work on the scheduled day(s) may result in a deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to City standards.

The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been corrected, payment for the deficiency shall be withheld during the current billing period, and shall continue to be withheld until the deficiency is corrected, without the right to retroactive payments.

2. SUPERVISION OF CONTRACT

All work shall meet with the approval of the Foster City Parks Manager or designee. There shall be periodic meetings with the Contractor and City's representative to determine progress of the work and to establish items that may require attention.

Any specific problem area that does not meet the specifications set forth herein shall be called to the attention of the Contractor in writing and, if not corrected, payment to the Contractor will be withheld until the condition is corrected in a satisfactory manner as set forth in these specifications.

The City's representative and the Contractor's representative will meet twice a month. The purpose of these meetings will be to discuss project progress and problems; tour sites and determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The City may, at its sole discretion, reduce or increase the frequency of meetings.

3. SPECIFICATIONS

These specifications are intended to cover all labor, material, standards of landscaping, and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

4. TRAFFIC AND ACCESS

The Contractor shall be responsible, during all phases of the work, to provide for public safety and convenience by use of traffic cones, signs, lighted barricades, lights, and flaggers as described and specified in the California Department of Transportation MANUAL OF TRAFFIC CONTROLS - For Construction and Maintenance Work Zones, 2014 Edition. (Section 360, California Vehicle Code, defines highways to include streets.) The provisions of this manual are hereby incorporated herein.

Construction and maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners, pedestrians, or motoring public. Convenient access to driveways, houses and buildings along the line of work shall be maintained unless otherwise approved by the City in advance. Contractor shall request and obtain approval from City before any lane closures are implemented. Open excavation and ditches across a roadway shall be covered and guarded in such a manner as to permit safe traffic flow during hours when no work is being performed.

5. DISPOSAL

The Contractor shall dispose of all cuttings, weeds, leaves, trash and other debris from the operation (including periodic debris build-up and weed abatement along median curbs, median landscape areas, easements, and "hardscape" areas/including bridge overpasses) as work progresses. Also, the Contractor shall pay all disposal fees. The City shall not be responsible for any disposal by Contractor.

6. RECORDS

Contractor shall keep accurate records concerning all of its employees or agents and within fifteen (15) days of the effective date of this Agreement, provide the City with names, addresses, telephone numbers of Employees to be called in case of emergency.

7. SPECIALTY OPERATIONS

Written notification of all “specialty type” maintenance operations shall be given to the City forty-eight (48) hours prior to each of these operations by Contractor. “Specialty type” maintenance operations include but are not limited to fertilization, pre-emergent weed control, all pesticide applications, and any plant replacements.

8. WORKMANSHIP AND SUPERVISION

The Contractor shall provide a work force sufficient to complete the work as specified and as represented in the submitted bid.

The Contractor will be expected to have work crews performing routine/necessary work on site at least four days per week on weekdays. (Weather permitting)

If needed, weekend work may be permitted. Weekend work requires prior approval by the City’s Parks Manager or City’s representative.

Work shall be performed by competent and experienced workers. Irrigation maintenance and repairs shall be performed by workers skilled specifically in the operation of modern automatic irrigation systems.

The work force shall include a thoroughly skilled, experienced and competent supervisor who shall be responsible for adherence to the specifications. Supervisors and foremen must communicate effectively both in written and oral English, and shall be present at all times during Contract operations. Any order given to these supervisors or foremen shall be deemed as delivered to the Contractor.

All pesticide operations, where required, shall be performed by a California Licensed Pest Control Applicator through written communication by a California Licensed Pest Control Advisor. The Contractor shall be responsible for compliance with all Federal, State and local laws and regulations regarding pesticide use and storm water protection.

Contractor shall provide copies to the City of her/his license and registration of both of her/his Pest Control Advisors and Pest Control Operators licenses. Contractor shall submit a copy of the “Pesticide Use Report” to the City on a monthly basis.

Persons employed by the Contractor who are found unsatisfactory by the City shall be removed from the work under this Agreement by the Contractor upon fifteen (15) days written notice from the City.

9. REPAIRING DAMAGED WORK

Contractor will report without delay any damage to City equipment or property and shall be held responsible for the repair or replacement of any such equipment or property. Watering, pesticide spraying, and other maintenance shall not be performed at times when it might damage parked cars or at times when activities in the contract area might be inconvenienced or disrupted.

Repairs to the irrigation system resulting from damage not caused by Contractor (e.g., vandalism) shall be reported promptly to the Parks Manager together with an estimate of costs for correction of the condition. The Parks Manager may authorize repair by the Contractor under separate agreement.

The Contractor shall be responsible for the replacement of all plant materials, including trees, shrubs, ground cover and similar materials. The full cost of such replacement, including the cost of labor, shall be borne by the Contractor if due to the Contractor's negligence or intentional acts.

Replacement of plant materials damaged or destroyed by City employees, or as a result of construction or vandalism, shall be reported promptly to the Parks Manager together with an estimate of costs for replacement. The Parks Manager may authorize replacement by the Contractor under separate agreement.

10. SAFETY REQUIREMENT

All work performed under this Agreement shall be performed in such a manner as to provide maximum safety to the public and, where applicable, comply with all safety standards required by CAL-OSHA. The Parks Manager reserves the right to order work stopped when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

The Contractor shall maintain all work sites free of hazards to persons and/or property. Any hazardous condition noted by the Contractor, which is not the result of its operations, shall be immediately reported to the Parks Manager.

11. SCHEDULES

Annual Schedule:

Within five (5) days of the execution of the Agreement and within five (5) of the commencement of any extension of the term, the Contractor shall provide an Annual Maintenance Schedule indicating the time frames when items of work shall be accomplished per the performance requirements.

The Contractor shall provide a complete weekly work schedule that shall detail work to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

City-sponsored special events, recreation classes, etc. may necessitate changes or variations in scheduling. The Contractor shall adapt all schedules to the City's requests.

Irrigation Controller Schedules:

The Contractor shall provide irrigation schedules for each irrigation controller, indicating locations, stations, and minutes per each station. These schedules should be updated monthly.

II. TECHNICAL MAINTENANCE SPECIFICATIONS

GENERAL LANDSCAPE MAINTENANCE REQUIREMENTS

All maintenance functions shall be performed in accordance with the following specifications and at the frequencies indicated. The City retains the right to determine scheduled days for work at each site, in consultation with the Contractor. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the facilities. Each site must be inspected a minimum of once per week.

Contractor will remove Leaves, glass, paper, weeds, and any other debris from landscaped areas and dispose off-site.

Contractor will clean sidewalks, roadways, and any other areas littered or soiled by its maintenance operations.

Contractor will keep all work sites clear of weeds, litter and debris at all times.

Contractor will prune plant materials on or adjacent to street medians, easements or roadway intersections to provide adequate sight distance for vehicles entering the intersection.

Contractor will prune plant materials so that all traffic control signs are clearly visible to approaching vehicles.

Contractor will notify City immediately of any unusual or hazardous conditions at a work site, including but not limited to broken street lights, fallen tree branches, or any item that creates a potential hazard.

Contractor will control all insects, diseases, rodents, snails, ants, slugs and other like pests in conformance with the City's IPM policy and without the use of any

Pyrethroids. The Parks Manager or City's representative should be made aware of any control measures prior to use, showing evidence of written recommendations from the Contractor's Pest Control Advisor.

Rodent control is a part of this Contract. Contractor will control all rodent activity as soon as possible and in a manner to prevent any possible danger to non-targeted animals. Rodents include gophers, ground squirrels, moles, voles and rats.

Contractor will maintain hardscape including all concrete, brick paver, and asphalt surfaces free of debris, dirt and weeds. These are typically the concrete areas located within the median islands (inclusive of median "fingers" and adjacent concrete traffic dividers) and bridge overpasses.

SPECIFIC LANDSCAPE MAINTENANCE REQUIREMENTS

Irrigation System Maintenance

1. Contractor shall maintain all irrigation systems in a professional, operable condition at all times. This includes but is not limited to controllers, back-flow devices, moisture sensors, manual and remote control valves, wiring, pipes, vaults, sprinkler heads, drip irrigation equipment, and quick couplers. All work of this kind shall be performed by the Contractor at no additional cost to the City. Any irrigation equipment located in an area that is not readily accessible, such as under paved surfaces, streets, or sidewalks, is not required to be maintained by the Contractor. Contractor should consult with the City's Representative if it is not clear whether Contractor is required to maintain an irrigation system or any portion thereof.

Contractor is not responsible for the water meter assembly except if Contractor's operations cause damage to these items.

Contractor shall repair and adjust all sprinkler heads to maintain proper and uniform water application.

Contractor shall maintain all irrigation canisters, heads and risers in proper working condition. Irrigation heads will be flush and level with the top of the canister when not activated.

Contractor shall adhere to all State and local laws and regulations.

Water penalty charges assessed due to water overuse behavior (i.e. water management) are the responsibility of the Contractor and shall be paid by the Contractor. With 100% evapotranspiration rate (ET) water budgeting

allocation, it is assumed that the site landscape can maintain health and meet water use goals.

Penalties are assessed monthly with no cumulative allowance.

To avoid under irrigating, usage is expected to be at a minimum 80% of budget.

The Contractor shall turn off irrigation system controllers during periods of rain and scheduled City events. Water runoff onto roadways or sidewalks shall be limited to minimal amounts and any excessive watering will not be permitted. Contractor shall immediately report to the Parks Manager any instance of excessive watering.

All sprinkler part replacements are to be made with original material or material of higher quality; the Parks Manager must approve all substitutes.

Repair or replacement of equipment damaged as a result of Contractor's negligence or intentional acts shall be at the Contractor's expense.

Necessary irrigation repairs shall be made prior to the next irrigation cycle.

Irrigation programming charts will be updated each month by the Contractor.

All irrigation must be completed by 6:00 a.m. each day.

2. Irrigation systems shall be thoroughly inspected by operating all control valves and checking for proper coverage, leaks, valve actuation, proper timing, and other operational conditions. Such inspection shall be made at least once per month; however, the Contractor shall be responsible for the proper operation of the system at all times and shall provide for obvious repairs as they occur. The City will provide backflow testing at no cost to the Contractor.
3. Repairs - A comprehensive testing and check of all irrigation systems shall be made by the Contractor with a City representative present approximately thirty (30) days prior to the end of the Contract term and each extension of the term and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract term. If the Contractor does not make repairs to the satisfaction of the City, deductions shall be made from the Contract payment in the amount to cover the cost to eliminate the discrepancies, as determined by the Parks Manager.

NOTE that due to the high visibility and scrutiny of irrigation of City property, given that the Parks Department is the City's largest water user, Contractor must maintain all active irrigation in working order, operating without any breaks or leaks, and program clocks in close coordination with Parks Manager. If in the judgment of the City, the Contractor is performing irresponsibly or inadequately with irrigation, the contractor will be responsible for any penalty fees assessed against the City's Parks Department in accordance with monthly Water Use Reports and payment to the Contractor will be withheld accordingly.

Contractor is to adhere to all current Water Conservation Measures and adapt as measures change.

Ground Cover Maintenance

All ground cover areas shall be maintained in a trimmed and weed-free condition.

- A. Weeds - Weeds shall be removed upon appearance. Weed removal will be done on a weekly basis. A pre-emergent herbicide may be used where appropriate in shrub and ground cover beds to inhibit weed growth. Weeds not killed with herbicides shall be removed manually.

Contractor must adhere to City of Foster City's IPM Protocols that "requires that the City departments and City contractors who apply pesticides to City property, eliminate or reduce pesticide applications to the maximum extent feasible". This includes the following:

- 1) Weeds on bare ground or hard-scape shall be mowed or line-trimmed. Any visible weeds must be kept at 1" or less above ground.
- 2) Noxious weeds, such as Mallow, Fennel, "Wild Garlic", and "Thistle" shall first be pulled or mechanically removed, then controlled with chemical applications as necessary (category III "Caution" only).
 - Careful precaution must be exercised to avoid any runoff into storm-drains at all times.
 - All chemical applications must be performed by properly trained/ certified applicators only, as required by DPR and City IPM policy.
 - Parks Manager or appointed designee shall be notified in writing a minimum forty-eight (48) hours in advance of any chemical application. Notice shall include name and EPA # of chemical(s) to be applied, date(s) and location(s).

- Posting shall be provided by Contractor as required per label, DPR, or as requested by Parks Manager.

Contractor at its expense shall replace plants killed by weeds and chemicals, etc. Weeds shall be controlled and not allowed to become an "eyesore" or reach an objectionable height, as determined by the City.

B. Ground Cover - Ground cover areas shall be fertilized once per year in April with 15-15-15 commercial fertilizer or equal, at a rate of 6 pounds per 1,000 square feet. In addition, the contractor shall follow fertilizer recommendations made in the soils report. Fertilizer shall be a complete fertilizer furnishing the required percentage of nitrogen, phosphoric acid and potash to keep groundcover, trees, shrubs and other plants in a healthy and vigorous growing condition. Applications shall be made at recommended rates. If the application of iron, zinc or other trace minerals is required to correct a specific soil deficiency, it shall also be applied as specified by the Inspector at the Contractor's expense.

- 1) Trim and edge as necessary to restrict growth from encroaching on sidewalks, curbs, turf areas, shrubs, roadways or other adjacent areas.
- 2) Irrigate as required to maintain adequate growth and reasonable appearance.
- 3) Control pests, insects, and diseases, as necessary to maintain a healthy environment for plant growth. This includes rodents, snails, and slugs.
- 4) Bare ground cover (furrow) areas shall be kept cultivated and raked of all debris and free of weeds.

C. Shrubs - Shrub, Vine, Flower and Tree Maintenance

- 1) Maintain shrubs in a safe and reasonably trimmed appearance by proper shaping and pruning to promote the plant's natural character.
- 2) Trim shrubs quarterly to maintain the size and shape specified by the City's representative or Parks Manager. Pruning shall result in the shrub maintaining a "natural" appearance.
- 3) Remove all dead, diseased or damaged branches back to a side branch. Do not leave branch stubs.

- 4) Make application of an iron chelate fertilizer or other micronutrients as needed throughout the year to maintain a healthy, vigorous growth and foliage.
- 5) Irrigate as required to maintain adequate growth and appearance.
- 6) Weed and rake all bare shrub bed areas weekly to remove all litter and other debris.
- 7) Encourage growth of woody plants except where it interferes with maintenance activities, pedestrian circulation or roadways. Dead branches of plants shall be removed regularly.
- 8) Regularly trim plant material adjacent to curbs, sidewalks and roadways to provide for proper, unobstructed circulation.
- 9) On a weekly basis, remove and properly dispose any paper, weeds, cans or other litter found in groundcover/shrub beds.

Tree Maintenance

Trim trees as necessary to allow for pedestrian and vehicle traffic, and to provide clearance from buildings, signs and other similar structures. Trim trees in accordance with the City of Foster City's Tree Maintenance Manual and recognized International Society of Arboriculture (ISA) pruning standards. Contractor must maintain all trees fifteen (15) feet in height or smaller.

- 1) Remove all suckers from base of trees as they develop throughout the year. Remove all dead, broken or damaged branches in all trees.
- 2) Stake and support trees as necessary. Staking and guying shall be done in accordance with City standards.
- 3) All tree guys, ties and stakes shall be checked regularly to avoid girdling and damage.
- 4) Stake or otherwise support trees during inclement weather, and remove branches and other debris generated by such weather.
- 5) Inspect each site for dead or dying trees; broken, cracked or hanging branches; or other hazards. Immediately notify City's representative or Parks Manager if any of the above conditions exist.
- 6) Except for emergency removal, no tree or shrub shall be removed without prior direction or approval of the City. Trees and shrubs badly damaged and

in need of replacement shall be brought to the attention of the City's representative or Parks Manager.

- 7) Water as required to maintain proper and vigorous growth according to variety.
- 8) Keep tree wells as bare soil unless groundcover is present. Remove weeds around trees before they reach three (3) inches in height.
- 9) Chemically control plant growth around trees for a one (1) foot distance from the base of the tree. Avoid damage to the tree trunk by string trimmers (weed whips/line trimmers).
- 10) Complete pruning, heading back, lacing out or removal will be done by other tree-trimming contractors hired by the City.

All pruning shall be done with clean, sharp tools appropriate for the intended work. Cuts shall be made sufficiently close to the parent limb, without cutting into the branch collar or leaving a stub, so that closure can readily start under normal conditions.

LIST OF ATTACHMENTS

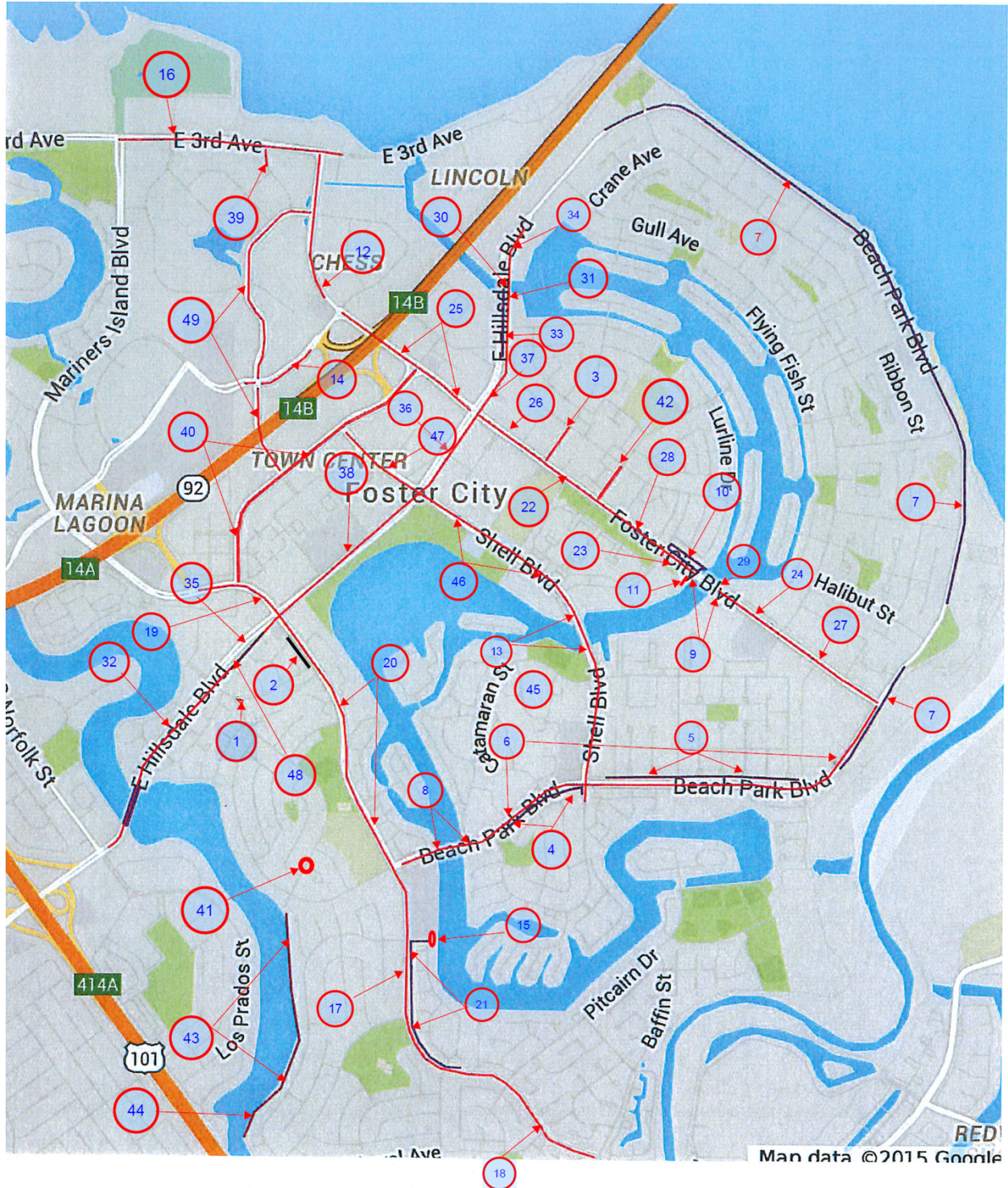
- A. List of Locations (Square Footage)
- B. Map of Locations
- C. San Mateo Countywide Water Pollution Prevention Program Model Integrated Pest Management (IPM) Policy.
- D. City of Foster City Standard Operating Procedures for Pesticide Use and Implementation of Municipality's Integrated Pest Management Policy.
- E. Water Conservation Measures
- F. Vendor Agreement for Median Maintenance 2021

END OF DOCUMENT

Attachment A

1	Altair median ("Triangle")	2,020	
2	AM/PM "Wall"	2,615	
3	Balclutha Drive	2,500	
4	Beach Park "Wall" (Halsey/South side)	6,000	
5	Beach Park "Wall" (North side)	1,350	
6	Beach Park (Foster City Blvd to Edgewater)	48,220	
7	Beach Park Blvd. (Iceplant) - Quarterly-Due to Levee Improvements this won't be part of the contract until 2023	6,500	Linear ft
8	Bicentennial Bridge (Boxes & Clean up/either side)	1,800	
9	Boat Park Bridge (Landscaped area across from)	17,200	
10	Boat Park Bridge Sides (includes fence-line)	16,100	
11	Bounty Drive (Under tower)	5,692	
12	Cal Trans Island	3,685	
13	Catamaran Bridge Sides (Includes easements)	3,696	
14	Chess Drive	3,249	
15	Dock Area(Port Royal Ave and Monterey Ave.)	13,200	
16	East Third Ave	1,037	
17	Edgewater (Beach Park Blvd to Pitcairn)	29,220	
18	Edgewater (Pitcairn to Baffin)	20,660	
19	Edgewater Blvd (Hillsdale North to City Limit)	12,820	
20	Edgewater Blvd (Hillsdale to Beach Park Blvd)	8,100	
21	Edgewater Wall (Port Royal to Monterey)	30,260	
22	Foster City (Balclutha to Polynesia)	2,481	Linear Ft.
23	Foster City (Bounty to Bridge)	8,350	
24	Foster City (Bridge to Marlin)	3,740	
25	Foster City (Fwy to Hillsdale)	12,670	
26	Foster City (Hillsdale to Balclutha)	2,280	
27	Foster City (Marlin to Beach Park Blvd)	9,617	
28	Foster City (Polynesia to Bounty)	9,255	
29	Foster City Blvd Bridge (opposite Marlin Cove/ Both sides)	8,960	
30	Hillsdale "Wall"	8,600	
31	Hillsdale Bridge Sides/ Easment, Twin and Rainbow	6,400	
32	Hillsdale (Altair to Twin Bridges)	6,498	
33	Hillsdale (Bridge to Pilgrim)	20,165	
34	Hillsdale (East of Rainbow Bridge)	3,230	
35	Hillsdale (Edgewater to Altair)	1,380	
36	Hillsdale (Foster City Blvd to Shell Blvd)	8,375	
37	Hillsdale (Pilgrim to Foster City Blvd)	3,340	
38	Hillsdale (Shell to Edgewater)	6,840	
39	Marsh Drive	600	
40	Metro Center Blvd	600	
41	Pollux Court	22,176	
42	Polynesia Drive	2,135	
43	Port Royal Pedway (outboard/inboard to wood header) and Connecting Pathways (4)	2,500	
44	San Miguel Ln Beach Rip Rap	4,766	Linear Ft.
45	Shell Blvd (Bounty to Beach Park Blvd)	420	
46	Shell Blvd (Bounty to Hillsdale)	18,500	
47	Shell Blvd (Hillsdale to Metro Center Blvd)	10,470	
48	Tauras Drive	10,560	
49	Vintage Drive	18,000	
		21,120	
	Total		
		469,952	

Attachment B



1 = LOCATIONS MEDIAN SQUARE FOOTAGE SHEET

Attachment C



San Mateo Countywide Water Pollution Prevention Program Model Integrated Pest Management (IPM) Policy

GOAL

The City of Foster City seeks to protect the health and safety of its employees and the general public, the environment and water quality, as well as to provide sustainable solutions for pest control through the reduced use of pesticides on property including buildings owned or managed by the City by applying Integrated Pesticide Management principles and techniques. The municipal regional stormwater permit requires that the City of Foster City minimize reliance on pesticides that threaten water quality.

REQUIRED USE OF INTEGRATED PEST MANAGEMENT

Employees implementing pest management controls will use Integrated Pest Management (IPM) techniques that emphasize non-pesticide alternatives. Pesticides will only be used after careful consideration of non-chemical alternatives and then the least toxic chemicals that are effective shall be used. Pest control contractors hired by the City of Foster City are required to implement IPM to control pests. This will be achieved by hiring only IPM-certified pest control contractors or by including contract specifications requiring contractors to implement IPM methods.

The City of Foster City will establish written standard operating procedures for pesticide use to ensure implementation of this IPM policy and to require municipal employees and pest control contractors to comply with the standard operating procedures.

The City will track employee and contractor pesticide use and prepare an annual report summarizing pesticide use and evaluating pest control activities performed consistent with the municipal regional stormwater permit's requirements.

The City will review its purchasing procedures, contracts or service agreements with pest control contractors and employee training practices to determine what changes, if any, need to be made to support the implementation of this IPM Policy.

The City will perform educational outreach and/or support Countywide or regional efforts to educate residential and commercial pesticide users on a) goals and techniques of

IPM, and b) pesticide related water quality issues consistent with the municipal regional stormwater permit's requirements.

The IPM-based hierarchical decision making process that will be used to control pests will include the following:

1. Based on field observations evaluate locations and sites where pest problems commonly occur to determine pest population, size, occurrence, and natural enemy population, if present. Identify conditions that contribute to the development of pest populations, and decisions and practices that could be employed to manage pest populations;
2. Design, construct, and maintain landscapes and buildings to reduce and eliminate pest habitats;
3. Modify management practices including watering, mulching, waste management, and food storage to discourage the development of pest population;
4. Modify pest ecosystems to reduce food, water sources, and harborage;
5. Prioritize the use of physical controls such as mowing weeds, using traps, and installing barriers;
6. Use biological controls to introduce or enhance a pests' natural enemies;
7. When pest populations reach treatment thresholds (based on how much biological, aesthetic, economic or other damage is tolerable) non-pesticide management activities will be evaluated before considering the use of pesticides;
8. When pesticides are necessary, select reduced risk pesticides and use the minimum amounts needed to be effective;
9. Apply pesticides at the most effective treatment time, based on pest biology, monitoring, and other variables, such as weather, seasonal changes in wildlife use, and local conditions; and
10. Whenever possible, use pesticide application methods, such as containerized baits, that minimize opportunities for mobilization of the pesticide in stormwater runoff.

Departments performing pest management activities will identify an IPM coordinator who is responsible for assisting staff with implementation of this IPM policy.

BACKGROUND

Pesticides are defined as: any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Pests can be insects, rodents and other animals, unwanted plants (weeds), bacteria or fungi. The term pesticide applies to herbicides, fungicides, insecticides, rodenticides, molluscicides and other substances used to control pests.

Integrated Pest Management (IPM) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

IPM techniques could include biological controls (e.g., ladybugs and other natural enemies or predators); physical or mechanical controls (e.g., hand labor or mowing, caulking entry points to buildings); cultural controls (e.g., mulching, alternative plant type selection, and enhanced cleaning and containment of food sources in buildings); and reduced risk chemical controls (e.g., soaps or oils).

City owned or managed property/facility includes but is not limited to parks and open space, golf courses, roadsides, landscaped medians, flood control channels and other outdoor areas, as well as municipal buildings and structures.

Attachment D



City of Foster City Standard Operating Procedures for Pesticide Use and Implementation of Municipality's Integrated Pest Management Policy

Purpose: To minimize the use and reliance on pesticides that threaten water quality by implementing the city's policy [or ordinance] for integrated pest management (IPM) by all municipal employees and contractors hired to manage pests on municipal property.

Responsible Parties: All city personnel that as part of their municipal job duties are authorized to plan, manage, and control pests including pesticide applications and all city personnel that administer municipal contracts for applying pesticide on municipal property.

Contracts & Contractors: Contracts shall include a requirement that the contractor shall adhere to the city's IPM policy. This will be accomplished by using the following procedures:

1. Include a copy or link to the municipality's IPM policy in the contractor solicitation documents, e.g., Request for Proposal or Request for Quote, and make it clear that the pest control services being solicited must comply with the IPM policy.
2. Include a copy of the municipality's IPM policy in the contract's specifications.
3. Meet with the contractor to review the City's IPM policy.

Municipal Employees: Municipal employees who are authorized to manage pests are required to implement the city's IPM policy. This will be accomplished by using the following procedures:

1. Use cultural practices and pest prevention measures to minimize the occurrence of pest problems.
2. Set a threshold of tolerance for pests.
3. Use biological and physical controls that are environmentally appropriate and economically feasible to control pests.
4. Use chemical control as a last resort, and then the least toxic product will be used. Where feasible for structural pest control, insecticides will be applied as containerized baits.
5. Avoid the use of pesticides that threaten water quality¹ especially in formulations and situations that pose a risk of contaminating stormwater runoff.

¹ The municipal regional stormwater permit identifies the following pesticides as having a concern to water quality: "organophosphorous pesticides (chlorpyrifos, diazinon, and malathion); pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin); carbamates (e.g., carbaryl); and fipronil." (Provision C.9)

6. Train employees on IPM techniques, pesticides-related stormwater pollution prevention methods, the municipality's IPM policy, and these standard operating procedures.
7. As part of the municipality's annual report for the municipal regional stormwater permit, report on the IPM policy's implementation by showing trends in the quantities and types of pesticides used and suggest reasons for any increases in uses of pesticides that threaten water quality (as required by municipal regional stormwater permit Provision C.9.b.).

Attachment E
Water Conservation:
City of Foster City Taking Steps Toward The Solution

For several years now the city has been implementing water conservation measures in its parks and continues to implement measures that will help reach and exceed conservation goals. Some of the measures that have been implemented by the Parks and Recreation Department are large scale renovations while some are basic. Here are a few of the significant measures.

Synthetic Lawn Conversion

The big water saver for Foster City is their conversion of sports fields from natural to synthetic turf. Foster City has now converted four full-size soccer fields and three combo soccer/baseball fields to synthetic turf. Estimated water savings annually is 7,000,000 gallons of water.

Landscape Water Use Reports and Diligence in Irrigation Checks

In 2010 the City of Foster City implemented landscape water use reports by a consulting firm. A monthly report showing the actual water usage each month is created for parks staff to review make regular adjustments of the irrigation system that are more precise for maximum conservation while optimizing plant and lawn growth. Diligence in checking irrigation is another way to maximize water conservation. Along with the contractors that maintain our medians and easements, Parks staff does regular checks on irrigation systems to insure proper function. As a result of the findings from these checks and the City is currently in the process of making irrigation changes in the medians to eliminate overspray onto the street.

The Parks and Recreation Department also enlists assistance from the Foster City Police Department to help in the effort. Officers on patrol identify issues that may occur after hours so parks staff can address ASAP. The citizens of Foster City are also part of this effort when they call the Parks Department about broken or malfunctioning irrigation. These calls are invaluable in making necessary repairs in a timely manner.

CIS – Central Irrigation System

The Central Irrigation System (CIS) is a state of the art radio controlled system that manages the irrigation usage to each park. Almost all Foster City parks have been converted to this system. The CIS provides significant help for park maintenance staff with the various features it holds, such as remote capabilities at the site as well as being able to manage all controllers from the central computer in the main office. This maximizes the water usage and enables lawns to stay green when manual watering or residential controller system would not see the same results.

Mulching

Mulching is also a significant component in our efforts to conserve water. Mulching is the use of wood fiber chips to cover ground areas in place of plants or lawn. A prime

reason for mulching is that it adds non-landscaped surfacing that does not need irrigation. This is done between shrubs, along selected easements and in tree wells. Mulching also allows for trees and shrubs to get the water intended without having to share it with the surrounding lawn or ground cover.

Californians should be doing their part in the water conservation effort and the City of Foster City is making every effort to stay ahead of the curve. To find out more about water conservation or to report water issues in city owned parks or medians please contact Parks Manager Frank Fanara at (650) 286-3553.

EXHIBIT B

VENDOR'S FEES and PAYMENT MILESTONES

Summary

The scope of this agreement consists of a one-time service to bring City-owned medians up to City standard, and monthly service to maintain those areas at the City's standard on an on-going basis.

Total Contract Services

One-Time Payment to bring areas up to standard (not to exceed)	\$21,000
September 2021 Monthly Service to maintain standards	\$11,500
October 2021 Monthly Service to maintain standards	\$11,500
November 2021 Monthly Service to maintain standards	\$11,500
December 2021 Monthly Service to maintain standards	\$11,500
Total for Calendar Year 2021	\$67,000

Should the City exercise its optional extensions as allowed under the agreement, an increase of 2% annually shall not exceed the amounts below:

Period	Annually	Monthly
January – December 2022	\$140,760	\$11,730
January – December 2023	\$143,575	\$11,965
January – December 2024	\$146,447	\$12,204

Payments shall be made upon receipt of monthly invoices presented by Contractor in conformance with the terms of this agreement.

EXHIBIT C
ADDITIONAL TERMS and CONDITIONS

None

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **City of Foster City/Estero Municipal Improvement District (CITY)**
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)		Insurer	Policy No.
<input type="checkbox"/>	General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		Insurer	Policy No.
<input type="checkbox"/>	Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____

DATE ISSUED: _____

Exhibit E
SPECIAL TERMS and CONDITIONS

None

BID FORM

MEDIAN AND EASEMENT MAINTENANCE

Areas to be maintained:

- 1) East Hillsdale Blvd.;
- 2) Foster City Blvd.;
- 3) Edgewater Blvd.;
- 4) Beach Park Blvd.;
- 5) Shell Blvd.;
- 6) Metro Center Blvd.;
- 7) Vintage Park Dr.;
- 8) East Third Ave.;
- 9) Other areas as outlined in Attachments A and B included in the City's Call for Bids.

CITY OF FOSTER CITY

FOR THE TOTAL YEARLY SUM OF \$ 138,000.00 (use figures only) as computed from lump sum prices shown on the attached schedule of bid items, the undersigned hereby proposes and agrees that if this bid is accepted he/she will contract with the City of Foster City, California, to furnish all labor, materials, tools, equipment, transportation, and all incidental work and services required to complete all items of maintenance work as indicated in the Specification Documents. The undersigned agrees that, if this bid is accepted, the bidder shall contract with the City by executing the "Vendor Agreement for Median and Easement Maintenance 2021" attached with the City's Request for bids.

All work shall conform to the Scope of Work shown and shall be done in accordance with the Specification Documents and all addenda thereto.

EXAMINATION OF THE SITES: The Bidder shall examine the sites of the work contemplated and the bid and contract forms carefully. The submission of a bid shall be conclusive evidence that the Bidder has investigated, understands, and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantity of materials to be furnished, and the requirements of the bid, plans, specifications, and the required Vendor Agreement. If the Bidder determines that any portion of the site or scope of work present any interpretation problems of any kind, the Bidder shall note such a determination upon this bid form. Failure to note any such determination shall be conclusive evidence of acceptance by the Bidder of the sufficiency of the plans and specifications.

This bid form and its attachments, including: including: SCHEDULE OF BID ITEMS, CONTRACT LABOR SUMMARY, BIDDER'S STATEMENT, CERTIFICATE OF NONDISCRIMINATION, and STATEMENT OF QUALIFICATIONS, is submitted in conformance with the requirements of the Specification Documents and all addenda thereto as prepared by the City of Foster City.

Contractor's Name Printed

Howard Wheeler

Contractor's Signature



Name of Company Loral Landscaping

()

Phone Number 650-340-6940

November 2, 2020

Date

SCHEDULE OF BID ITEMS
(To be submitted with Bid Form)

Perform all work as described in Specification Documents and as indicated in Scope of Work.

1 year TOTAL COMPENSATION FOR ALL WORK: \$ 138,000.00

If the term of the Agreement is extended, total compensation for all work will increase 2% at the commencement of each one-year extension.

CONTRACT LABOR SUMMARY
(To be submitted with Bid Form)

Pursuant to the specifications, the following Labor Summary must be completed for the Contract Areas, showing the number of full time positions provided by the Contractor to perform services for the areas. Additionally, the City will evaluate the bids to ensure that a satisfactory number of positions have been provided for by the Contractor to achieve a high level of landscape maintenance throughout the City. This Labor Summary and the selection criteria for award of contract will be considered by the City to select the Contractor.

Designate the number of full time employees that have been included in the bid for all contract areas. Designate the number of personnel employed on the job for 40 hours per week or the number of hours proposed per week for each category below:

Contractor's proposed "Peoplepower," number of personnel hours per week:

1. Supervisor 8
2. Irrigation Specialist 4
3. Landscape Laborers or Grounds Persons 64
4. Pesticide Applicator(s) (Periodic Services) 4

Total full-time positions proposed: 2 For the period January - June
Total full-time positions proposed: 2 For the period July – December

BIDDER'S STATEMENT

SHEET 1 OF 3

(To be submitted with Bid Form)

MEDIAN AND EASEMENT MAINTENANCE

The undersigned has carefully read and understands all documents included in and all addenda to the City's Call for Bids and understands that any variation or deviation from the requirements established by these documents shall be sufficient grounds for rejection of all or any part of the work performed. Such rejected work shall be replaced entirely at the Contractor's expense, and failure to do so within a reasonable amount of time shall be sufficient reason for the withholding of payment for any part or all of the work.

The undersigned further certifies that bidder is licensed by the State of California as a Contractor, that the license is now in force, and that the number and class is Landscape Contractor Class (C-27), and the expiration date . Further the undersigned certifies that upon request she/he will provide evidence of the license. The Contractor shall also maintain a California Licensed Pest Control Operator and Pest Control Advisor. The Contractor shall also maintain IPM Training and Certification such as "Bay-Friendly" or equivalent. The names and Certificate/License numbers shall be supplied to the City at the start of the contract.

Pursuant to Business and Professions Code Section 7028.15, I, Howard Wheeler, declare under penalty of perjury that the foregoing and the statements contained in the bid for the above titled project are true and correct and that this declaration is made on this 2 day of November, 2020, at San Mateo, California.

It is understood that the quantities set forth herein are approximate only and are to be used only for the comparison of bids and the guidance of the Bidder.

If awarded the contract, the undersigned hereby agrees to execute an agreement, a draft of which is attached as Attachment F, together with the necessary certificate(s) of insurance, related endorsements for general and automobile liability insurance, and proof of a Foster City Business License ("Business License") within ten (10) calendar days after the date of the award and to commence work on the start date (January 1, 2021), and to complete the work as required under the agreement and Scope of Work in the City's Call for Bids.

BIDDER'S STATEMENT

SHEET 2 OF 3
(To be submitted with Bid Form)

MEDIAN AND EASEMENT MAINTENANCE

The undersigned has checked carefully all of the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in creating this bid.

The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or on behalf of any person not named herein, and that the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bid, and that the undersigned has not in any manner sought by collusion to secure an advantage of any kind whatever.

The undersigned agrees that this bid may not be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

NOTE: IF THE BID IS MADE BY AN INDIVIDUAL, HER/HIS NAME AND POST OFFICE ADDRESS MUST BE LISTED. IF THE BID IS MADE BY A PARTNERSHIP, THE NAME AND ADDRESS OF EACH MEMBER OF THE FIRM OR PARTNERSHIP MUST BE LISTED (if more than two members of a firm or partnership, please attach an additional page); OR IF MADE BY A CORPORATION, THE BID SHALL LIST THE NAME OF THE STATE UNDER THE LAWS OF WHICH THE CORPORATION WAS CHARTERED AND THE NAMES, TITLES AND BUSINESS ADDRESSES OF THE PRESIDENT, SECRETARY AND TREASURER OF SAID CORPORATION.

BIDDER'S STATEMENT
SHEET 3 OF 3
(To be submitted with Bid Form)

MEDIAN AND EASEMENT MAINTENANCE

SIGNATURES OF BIDDER:

If INDIVIDUAL, sign below: _____

Signature _____

Print name _____

Post Office Address _____

If CORPORATION, sign below (list names of non-signing officers):

Loral Landscaping _____ a CORPORATION

Name of State Where Chartered CA

Signature  Date November 2,
2020

Print name of person signing bid Howard Wheeler

List names of the following officers:

<u>Howard Wheeler</u>	PRESIDENT
<u>Paul Bergstrom</u>	SECRETARY
_____	TREASURER

If PARTNERSHIP, sign below (list names of non-signing partners)

_____	_____
Signature	Date

Name of Partner

Street Address _____

Signature _____ Date _____

Non-signing partners: _____

Post Office Address (if different from street address)

STATEMENT OF QUALIFICATIONS

(To be submitted with Bid Form)

Provide the following information on this sheet: Prior experience, past projects and scope of work, capability, craftsmanship, and any other pertinent data. Use reverse side of sheet or attachment if necessary.

REFERENCES -- PAST PROJECTS

See attached

Reference #1:

Name: _____
Address and City: _____
Telephone: _____
Job Name: _____
Dates of Work: _____

Reference #2:

Name: _____
Address and City: _____
Telephone: _____
Job Name: _____
Dates of Work: _____

Reference #3:

Name: _____
Address and City: _____
Telephone: _____
Job Name: _____
Dates of Work: _____

Reference #4:

Name: _____
Address and City: _____
Telephone: _____
Job Name: _____
Dates of Work: _____



Past References

Reference # 1:

Name: Ryan Zuehlsdorf
Address and City: 2001 Pacific Blvd., San Mateo, CA 94403
Telephone: 650-522-7435
Job Name: San Mateo Median Maintenance
Date of work: January 1, 2014 to Current

Reference # 2:

Name: Joe Friars
Address and City: 50 Park Place, Brisbane, CA, 94005
Telephone: (415) 508-2104
Job Name: City of Brisbane Landscape Maintenance
Date of work: August 1 2012 to Current

Reference # 3:

Name: Chris Caliendo
Address and City: 794 Niantic Ave., Daly City, CA 94014
Telephone: 650-746-8375
Job Name: Median Maintenance
Date of work: April 2017 to Current

Reference # 4:

Name: John T. Doughty
Address and City: 501 Main Street, Half Moon Bay, CA 94019
Telephone: 650-726-8252
Job Name: City of Half Moon Bay- Median Maintenance
Date of work: July 1, 2018 to Current



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **643676**

Entity: CORP

Business Name: LORAL LANDSCAPING

Classifications: C61/D49 C27

Expiration Date: 04/30/2022

www.cslb.ca.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fryar Insurance and Risk Management, Inc 22320 Foothill Blvd., Ste 130 Hayward CA 94541		CONTACT NAME: Pamela Sowder PHONE (A/C, No, Ext): (510) 583-2203 FAX (A/C, No): (510) 583-2204 E-MAIL ADDRESS: Pamela@4thefirminc.com	
INSURED Loral Landscaping, Inc 704 South Amphlett Blvd San Mateo CA 94402		INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: Security National Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL208503825

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Application Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		NPC100122401 \$ 1,000 Property Damage Deductible Landscaping & Arborist Svcs Workmanship Error \$ 1,000,000	8/11/2020	8/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NBA100122201	8/11/2020	8/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NEC600579901	8/11/2020	8/11/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	SWC1284595	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Foster City, Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents are added as Additional Insureds. This insurance is primary and non-contributory. Severability of Interest included. Project: Street Median Maintenance
subject to the actual terms and conditions of the policy *30 days notice given for cancellation except 10 days for non-payment of premium*

CERTIFICATE HOLDER**CANCELLATION**

City of Foster City Estero Municipal Improvement District 610 Foster City Blvd Foster City, CA 94404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE WALTER FRYAR/PAMELA <i>Walter C. Fryar</i>

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ACORD 25 (2014/01)

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INS025 (201401)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Foster City, Estero Municipal Improvement District, its Council, officers, Boards, commissions, employees and agents	All Work Performed Under Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:
NPC100122401

COMMERCIAL GENERAL LIABILITY
CG 20370413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Foster City, Estero Municipal Improvement District, its Council, officers, Boards, commissions, employees and agents	All Work Performed Under Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT

This endorsement, effective 12:01 a.m. 8/11/2020, forms a part of Policy No. NPC100122401 issued to Loral Landscaping, Inc by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

XLPlus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force - Bodily Injury or Property Damage
- B. Damage To Premises Rented To You Extension
 - Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
 - Limit increased to \$300,000
- C. Aircraft Chartered with Crew
- D. Non-Owned Watercraft
- E. Personal and Advertising Injury - Assumed by Insured Contract
- F. Increased Supplementary Payments
 - Cost for bail bonds increased to \$5,000
 - Loss of earnings increased to \$1,000 per day
- G. Broadened Named Insured
- H. Blanket Additional Insured - Managers or Lessors of Premises
- I. Blanket Additional Insured - Lessor of Leased Equipment
- J. Injury to Co-Employees and Co-Volunteer Workers
- K. Knowledge and Notice of Occurrence or Offense
- L. Unintentional Omission
- L. Liberalization
- M. Blanket Waiver of Subrogation
- N. Incidental Medical Malpractice Injury
- O. Extension of Coverage - Bodily Injury
- P. Coverage Territory

A. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Exclusion a. Expected Or Intended Injury of Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

Expected or Intended Injury or Damage

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of 2. Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I - Coverages is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in Section III- Limits of Insurance.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of Section III- Limits of Insurance is deleted in its entirety and replaced by the following:

6.a. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.

- b. The Damage to Premises Rented to You Limit will be the higher of:

(1) \$300,000; or

(2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.

4. Paragraph 9.a. of the definition of "insured contract" under Section V- Definitions, is deleted in its entirety and replaced by the following:

["Insured contract" means:]

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an "insured contract".
5. This Article B. does not apply if coverage for Damage to Premises Rented to You of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is excluded by endorsement.

C. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in Exclusion g., Aircraft, Auto or Watercraft in Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage of Section I – Coverages:

[This exclusion does not apply to:]

Aircraft chartered with crew to any insured.

2. This Article C. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Article C. shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

D. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of Exclusion g. Aircraft, Auto or Watercraft in Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

- (a) 50 feet long or less; and
- (b) Not being used to carry persons or property for a charge;

2. This Article D. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. This insurance provided by this Article D. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

E. PERSONAL AND ADVERTISING INJURY – ASSUMED BY INSURED CONTRACT

1. Exclusion e. Contractual Liability in Part 2., Exclusions of Coverage B. Personal And Advertising Injury Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

e. Contractual Liability

"Personal and Advertising Injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. That the insured would have in the absence of the contract or agreement; or
 2. Assumed in a written contract or agreement that is an "insured contract"; provided the "personal and advertising injury" is caused by an offense which occurs subsequent to the execution of the contract or agreement.
2. Subparagraph f. of the definition of "insured contract" Section V.- Definitions is deleted in its entirety and replaced by the following:
- f. That part of any other contract or agreement pertaining to your business, including an indemnification of a municipality in connection for work performed for a municipality, under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
2. This Article E. does not apply if Coverage B. Personal And Advertising Injury Liability is excluded by endorsement.

F. INCREASED SUPPLEMENTARY PAYMENTS

Subparagraphs 1. b. and d. of Supplementary Payments – Coverages A And B of Section I - Coverages are amended as follows:

1. In Subparagraph b., the amount we will pay for the cost of bail bonds is increased up to \$5,000.
2. In Subparagraph d., the amount we will pay for a loss of earnings is increased up to \$1,000 a day.

G. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organizations named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.
2. This Article G. does not apply to any person or organization for which coverage is excluded by endorsement.

H. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

1. Section II-Who Is An Insured is amended to include as an insured any person or organization with whom you have agreed in a written contract executed prior to loss (an "additional insured"), but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - (2) Any premises for which coverage is excluded by endorsement; or
 - (3) Structural alterations, new construction or demolition operations performed by or on behalf of such "additional insured".
2. The insurance afforded to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

I. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. Section II-Who Is An Insured is amended to include an "additional insured" (as defined in Article H. above), but only with respect to their liability arising out of maintenance, operation or use by you of equipment leased to you by such "additional insured", subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after the equipment lease expires; or
 - (2) "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
2. The insurance provided to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have a written contract for this insurance to apply on a primary or contributory basis.

J. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Section II- Who Is An Insured is amended to include your "employees" as insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Section II – Who Is An Insured is amended to include your “volunteer workers” as insureds with respect to “bodily injury” to a co-“volunteer worker” while performing duties related to the conduct of your business, or to your “employees” employment by you, provided that this coverage for your “volunteer workers” does not apply while performing duties unrelated to the conduct of your business.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit of the Section IV - Commercial General Liability Conditions:

Notice of an “occurrence” or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” or offense has been reported to any insured listed under Paragraph 1. of Section II-Who Is An Insured or any “employee” (such as insurance, loss control, risk manager or administrator) designated by you to give such notice.

Knowledge of any other “employee(s)” of an “occurrence” or of an offense does not imply that you also have such knowledge.

Notice shall be deemed prompt if given in good faith as soon as practicable to your workers compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an “employee” (such as an insurance, loss control, or risk manager or administrator) designated by you to give such notice discovers that the “occurrence”, offense or claim may involve this policy.

L. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of Section IV- Commercial General Liability Conditions:

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Article L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws or regulations.

M. LIBERALIZATION

The following is added to Section IV-Commercial General Liability Conditions:

Liberalization

After the issuance of this policy, if we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without a premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

N. BLANKET WAIVER OF SUBROGATION

The following is added to Section IV-Commercial General Liability Conditions:

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

O. INCIDENTAL MEDICAL MALPRACTICE INJURY

1. For insurance applicable to this Article O, the definition of "bodily injury" in Section V - Definitions is amended to include, "Incidental Medical Malpractice Injury".
2. The following definition is added to Section V- Definitions:

"Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - c. First aid; or
 - d. "Good Samaritan Services". As used in this Article O., "Good Samaritan Services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of Section II -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
 4. The following exclusion is added to Paragraph 2. Exclusions of Coverage A. – Bodily Injury And Property Damage Liability of Section I – Coverages:

[This insurance does not apply to:]

Willful Violation of Penal Statute

Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph 2.a. through 2.d. above to any one person, will be considered one "occurrence".
6. This Article O. does not apply if you are in the business or occupation of providing any of the services described in Paragraph 2. above.

7. The insurance provided by this Article O. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

P. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" Section V- Definitions is deleted in its entirety and replaced by the following:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

Q. COVERAGE TERRITORY

The definition of "coverage territory" Section V- Definitions is deleted in its entirety and replaced by the following:

4. "Coverage territory" means anywhere in the world.

This insurance does not apply to:

- a. "bodily injury" or "property damage" that takes place; or
- b. "personal and advertising injury" caused by an offense committed outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a "suit" on the merits (to determine the insured's responsibility to pay damages to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.

This insurance does not apply to damage, loss, cost or expenses in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right To recover our payments from anyone liable For an injury covered by this policy. We will Not enforce our right against the person Or organization named In the Schedule. (This agreement applies only To the extent that you perform work under a written contract that requires you To obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration Of your employees While engaged In the work described In the Schedule.

The additional premium For this endorsement shall be 5 Of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Foster City Foster City, CA 94404	Landscape Maintenance

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/1/2020	Policy No.	SWC1284595	Endorsement No.	0
Insured				Premium \$,	
Insurance Company					

Countersigned by _____

WC 0403 06
(Ed. 04-84)

Loral Landscaping, Inc.
Security National Insurance Company

POLICY NUMBER:
NBA100122201

XIC 421 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION
ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage
- B. Who Is An Insured
 - 1. Broad Form Insured
 - 2. Employees As Insureds
 - 3. Additional Insured By Contract, Agreement or Permit
 - 4. Employee Hired Autos
- C. Supplementary Payments
- D. Amended Fellow Employee Exclusion
- E. Physical Damage Coverage
 - 1. Rental Reimbursement
 - 2. Extra Expense - Broadened Coverage
 - 3. Personal Effects Coverage
 - 4. Lease Gap
 - 5. Glass Repair - Waiver Of Deductible
- F. Physical Damage Coverage Extensions
 - 1. Additional Transportation Expense
 - 2. Hired Auto Physical Damage
- G. Business Auto Conditions
 - 1. Notice Of Occurrence
 - 2. Waiver Of Subrogation
 - 3. Unintentional Failure To Disclose Hazards
 - 4. Primary Insurance
- H. Bodily Injury Redefined
- I. Extended Cancellation Condition

A. Temporary Substitute Auto Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage coverage:

1. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

B. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Broad Form Insured

For any covered "auto", any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow, in your business or your personal affairs.

3. Additional Insured By Contract, Agreement Or Permit

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract, agreement or permit.

4. Employee Hired Autos

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed as follows:

Item (2) is deleted and replaced by the following:

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item (4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Amended Fellow Employee Exclusion

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

The insurance provided under this Provision D. is excess over any other collectible insurance.

E. Physical Damage Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is changed by adding the following:

1. Rental Reimbursement

- a. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - (2) Thirty (30) days.
 - c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) \$50 any one day per private passenger "auto";
\$100 any one day per truck;
\$1,500 any one period per private passenger "auto";
\$3,000 any one period per truck; or
Higher limits if shown elsewhere in this policy.
 - d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.
2. **Extra Expense – Broadened Coverage**

We will pay for the expense of returning a stolen covered "auto" to you.

3. **Personal Effects Coverage**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

4. **Lease Gap**

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

5. Glass Repair – Waiver Of Deductible

No deductible applies to glass damage if the glass is repaired rather than replaced.

F. Physical Damage Coverage Extensions

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by the following:

1. Additional Transportation Expense

Sections a. and b. are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

2. Hired Auto Physical Damage

The following section is added:

Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" for physical damage coverage. The most we will pay for each covered "auto" is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered "auto" a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

G. Business Auto Conditions

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions is changed by the following:

1. Notice Of Occurrence

Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a. is changed by adding the following:

If you report an injury to an "employee" to your workers' compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

2. Waiver Of Subrogation

Section 5. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under such contract with that person or organization.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is changed by the following:

3. Unintentional Failure To Disclose Hazards

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

4. Primary Insurance

Condition 5. Other Insurance is changed by adding the following:

For any covered "auto" this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a "loss".

H. Bodily Injury Redefined

SECTION V – DEFINITIONS, C. "Bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

I. Extended Cancellation Condition

COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b. is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

Attachment 5
Draft Serpico Landscaping Termination Letter

August 3, 2021

Serpico Landscaping Inc.
1764 National Avenue
Hayward, Ca 94545
Attention: Peter Novak

Dear Mr. Novak:

This letter is to inform you that the Vendor Agreement for Median and Easement Maintenance 2021 dated November 16, 2020, with the City of Foster City is terminated as of September 2, 2021. This letter serves as the official 30-day advance notification specified in Section 2(b) of the Agreement.

You are expected to adequately perform all required services under the Agreement through the termination date. You are expected to adequately perform all required services under the Agreement through the termination date and will be compensated for regular services performed through that date. Invoiced amounts for services performed after the termination date will not be paid.

If you have any questions about this letter, please contact Parks Maintenance Manager Frank Fanara at ffanara@fostercity.org.

Sincerely,

Peter Pirnejad
City Manager



DATE: August 2, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Marlene Subhashini, Community Development Director
Sofia Mangalam, Planning Manager

SUBJECT: AUTHORIZING AN AGREEMENT OF PROFESSIONAL SERVICES
WITH 4LEAF, INC. FOR PART-TIME PLANNING TECHNICIAN
SERVICES

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution, authorizing the Mayor to execute an agreement with 4Leaf, Inc. in an amount not to exceed \$83,200 for part-time Planning Technician Consultant Services.

EXECUTIVE SUMMARY

The Community Development Department (CDD) is committed to planning, maintaining, and improving the quality of life and public safety of Foster City in keeping with the vision of the City Council in the General Plan and other measures that reflect the City's heritage as a master planned community. CDD is comprised of the Planning/Code Enforcement and Building Divisions. The Planning/Code Enforcement Division is responsible for long-term planning regarding the growth and development of the City, for reviewing and processing applications for all land use and development proposals, and for maintaining the appearance of the community.

Given the key project initiatives and service level expectations identified for FY 2021-2022, on June 21, 2021, upon authorization from the City Council, staff issued a Request For Proposal (RFP) for professional part-time Planning Technician Consultant Services with a due date for responses for July 13, 2021. Staff received two (2) responses, including Good City Company and 4Leaf, Inc.

City staff reviewed and evaluated the two (2) proposals, including the submitted scope of work, schedule, and budget, and recommends that the Council execute an agreement with 4Leaf, Inc. to provide for part-time Planning Technician Consultant Services.

Staff is requesting City Council approval for the Mayor to execute an agreement for professional services with 4Leaf, Inc. for part-time Planning Technician Consultant Services in an amount not to exceed \$83,200.

BACKGROUND/ANALYSIS

Currently, the Planning Division is staffed by three (3) full-time planners – one (1) Planning Manager, one (1) Associate Planner, and one (1) Assistant Planner. The planners are supported by one (1) Management Analyst who also processes minor planning applications, over-the-counter building permits, counter and phone inquiries, and performs inspections.

The Planning Technician would assist in providing planning counter coverage, responding to general inquiries, issuing over-the-counter permits, conducting minor plan checks and inspections in a timely manner. This would enable existing planning staff time to work on the more important initiatives and priorities identified through the City Council Annual Vision & Policy Summit as part of the Smart Planning Development, and the Local Economy.

On June 21, 2021, staff requested authorization from the City Council to issue an RFP for professional services for part-time Planning Technician Consultant Services. Subsequent to this, on June 22, 2021, upon authorization from the City Council, city staff issued an RFP with a due date for proposals/response by July 13, 2021, and staff received two (2) responses to the RFP.

The RFP was advertised in following ways soliciting responses to the scope of work for part-time Planning Technician Consultant Services:

1. Sent to three (3) consulting firms via email – June 22, 2021;
2. Posted on City's RFP webpage – June 22, 2021;
3. Shared via Foster City's and CDD staff LinkedIn accounts.

Evaluation of RFP Responses/Selection Criteria

In response to the RFP issued for the proposed project, Staff received a total of two (2) responses. The responses received were thorough, well written and formatted and exhibited extensive experience. Both the firms included the name and a brief

description of the candidate that would assist the Planning Division.

In order to make an informed decision, staff conducted informal interviews with both firms to ensure that the consultant staff who would be assigned to this position is a good fit for the Planning Division and the City.

The interviews were conducted by CDD Director and Planning Manager. The candidates were evaluated for:

- Relevant experience and ability to provide customer service at the front counter and reviewing minor design review and planning applications; and
- Their availability to be able to be in-person at the City hall for at minimum two (2) days in a week.
- Interpersonal and communication skills
- The ability to hit the ground running with minimal training

After interviewing both firms, staff concluded that the consultant staff identified by 4Leaf is a better fit for the immediate needs of the Planning division and has the relevant experience to perform the scope of work included in the RFP.

Staff also conducted reference checks with all three (3) references included in the RFP response. All the references verified 4Leaf's ability to provide professional planning services. In addition, staff also received a favorable written recommendation for the consultant staff identified by 4Leaf.

Scope of Work

The Planning Technician Scope of Work would include:

- Answer public inquires by telephone, email or in person at the public counter regarding planning application submittal requirements, zoning information etc.
- Analyze planning projects for compliance with the City's General Plan, Zoning Ordinance, Architectural & Solar Design Guidelines, HOA prototypes, applicable specific plans and other city policies.
- Review and process administrative applications such as: Sign permits, Minor Use Permits, Architectural Review, Use Permit modifications, etc.
- Ability to review projects and provide comments within timelines specified by the department.
- Review Building Permits and perform minor planning and building inspections.
- Related planning duties and special projects (such as Housing Element, ADU Objective Design Standards and long-range projects) as assigned.

FISCAL IMPACT

The cost for consultant services for Planning Technician is included in the budget for FY21-22 and will be paid from the Current Planning Fund (001-0812).

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This action supports the City Council's Vision and Mission for "Smart Planning, Development, and the Local Economy" Value/Priority area to protect, maintain, and enhance our community character through thoughtful planning.

Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Agreement
- Attachment 3 – Response to RFP from 4LEAF, Inc.
- Attachment 4 – Staff Report dated June 21, 2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING AN AGREEMENT WITH 4LEAF, INC. IN THE AMOUNT NOT-TO-EXCEED \$83,200 FOR PART-TIME PLANNING TECHNICIAN CONSULTANT SERVICES FOR THE CITY OF FOSTER CITY

CITY OF FOSTER CITY

WHEREAS, Planning/Code Enforcement Division is responsible for long term planning regarding growth and development of the City, for reviewing and processing applications for all land use and development proposals, and for maintaining the appearance of the community; and

WHEREAS, in order to make sure that the Community Development Department's obligations and time frames are met in a manner acceptable to City Council, a part-time limited term Planning Technician is necessary; and

WHEREAS, on February 10, 2021, the City Council held its annual Vision & Policy Summit to review and discuss projects and initiatives of the highest priority for City Council for Calendar Year 2021. Smart Planning, Development, and the Local Economy was one (1) of the six (6) broad Value/Priority Areas; and

WHEREAS, given the current and anticipated future projects, the City expects that the overall workload of the Planning Division of the Community Development Department will require staff augmentation in order to meet the day-to-day planning tasks in a timely manner; and

WHEREAS, on June 21, 2021, the City Council approved and authorized via Resolution No. 2021-88 for staff to issue a Request for Proposals (RFP) for Planning Technician Consultant Services in FY 2021/2022; and

WHEREAS, following issuance of the RFP, the City received a total of two (2) qualified responses by the deadline; and

WHEREAS, 4Leaf, Inc. provided an extensive proposal, expressing a clear understanding of the scope of work and most closely aligned to the deliverables desired by the City for this position; in addition to demonstrating its capabilities to meet the City's expectations for such services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize the Mayor to execute an agreement with 4Leaf, Inc. in an amount not-to-exceed \$83,200 for part-time Planning Technician Services for FY2021-2022.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 2nd day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

PROFESSIONAL SERVICES AGREEMENT
FOR
PLANNING TECHNICIAN

This Agreement is made and entered into as of the 2nd day of August, 2021 by and between the City of Foster City hereinafter called "CITY" and 4Leaf, Inc. hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall be for one year to commence upon the date hereinabove written and expire on August 2, 2022. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum eighty three thousand two hundred dollars (\$83,200.00). Invoices for amounts in excess shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Council evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services

hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
¹ Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement

¹ Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. ☐ Recommended _____
[Project Manager] ☐ Approved _____[Risk Manager]

including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY, on the form included as Exhibit D or similar form, with certificates and copies of information or declaration pages of the insurance required hereunder to be included as Exhibit C hereto. With respect to evidence of commercial general liability and automobile liability insurance coverage, CONSULTANT must also include in Exhibit C the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing

and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Peter Pirnejad, City Manager

CONSULTANT: 4Leaf, Inc.
2126 Rheem Drive
Pleasanton, CA 94588
Daniel Hortert, AICP
Project Manager
dhortert@4leafinc.com

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

Sanjay Gehani, Mayor
(for contracts \$50,000 or more)

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Benjamin L. Stock, City Attorney

CONSULTANT

Dated: _____

Michael Renner, Director of Development
Services

EXHIBIT A

SCOPE OF WORK AND SCHEDULE
FOR
PLANNING TECHNICIAN CONSULTANT SERVICES

Under the direction of the Community Development Director his/her assignee, the Consultant shall be responsible to perform to the satisfaction of the City-all work assigned. All work shall be received by the City in a timely manner consistent with schedules and/or deadlines as established when the work is assigned.

The Planning Technician scope of work would include:

- Answer public inquires by telephone, e-mail or in person at the public counter regarding planning application submittal requirements, zoning information etc.
- Analyze planning projects for compliance with the City's General Plan, Zoning Ordinance, Architectural & Solar Design Guidelines, HOA prototypes, applicable specific plans and other city policies
- Review and process administrative applications such as: Sign permits, Minor Use Permits, Architectural Review, Use Permit modifications, etc.
- Ability to review projects and provide comments within timelines specified by the department.
- Review Building Permits and perform minor planning and building inspections
- Related planning duties and special projects (such as Housing Element, ADU Objective Design Standards and long range projects) as assigned.

EXHIBIT B

CONSULTANT'S FEE SCHEDULE



4LEAF, INC.

ENGINEERING · CONSTRUCTION MANAGEMENT
PLAN CHECK · BUILDING INSPECTION · PLANNING

SECTION 4: FEE PROPOSAL

2021-2022 FEE SCHEDULE & BASIS OF CHARGES

For the City of Foster City

All Rates are Subject to Basis of Charges

SERVICES	COST STRUCTURE
Part-Time Planning Technician Services	<ul style="list-style-type: none">✓ The scope includes approximately 20 hours per week to perform a variety of complex Planning, administrative, and technical work in the processing and issuance of permits and in the enforcement of adopted codes and related rules and regulations.✓ On-site work requires a 4-hour minimum billed in 4-hour increments. Should the City need additional hours, they may contact 4LEAF for a change-order.✓ Should overtime be required by client, 4LEAF will bill 1.5x the hourly rate for overtime work, upon request. Staff subject to change with approval from client.✓ 4LEAF will invoice the City monthly and will utilize separate task orders assigned by the City.

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- 4LEAF assumes that this rate reflects the existing 2020-2021 contract period. 3% escalation for 2022 and 2023 is negotiable per market conditions.
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.

Client agrees that 4LEAF's liability will be limited to the value of services provided.

FEE STRUCTURE FOR PLANNING PERSONNEL

Principal-in-Charge	\$280/hour
Planning Director	\$205/hour
Principal/Planning Manager	\$175/hour
Senior Planner	\$160/hour
Associate Planner	\$140/hour
Assistant Planner	\$115/hour
Senior Planning Technician	\$85/hour
Planning Technician	\$75/hour

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **City of Foster City/Estero Municipal Improvement District (CITY)**
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)		Insurer	Policy No.
<input type="checkbox"/>	General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		Insurer	Policy No.
<input type="checkbox"/>	Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE: The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: () _____

DATE ISSUED: _____

JULY 13, 2021

PROPOSAL TO PROVIDE
**PLANNING
TECHNICIAN
CONSULTANT
SERVICES**



TO THE
CITY OF FOSTER CITY



SUBMITTED BY:



4LEAF, INC.

ENGINEERING . CONSTRUCTION MANAGEMENT
PLAN CHECK . BUILDING INSPECTION . PLANNING

**PROPOSAL TO
PROVIDE**

**PLANNING
TECHNICIAN
CONSULTANT
SERVICES**

TO THE

**CITY OF
FOSTER CITY**



4LEAF, INC.

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City of Foster City
Community Development Department
Attn: Becki Hanan, Management Analyst
610 Foster City Boulevard
Foster City, CA 94404

July 13, 2021

RE: Proposal to Provide Planning Technician Consultant Services.

4LEAF, Inc. (4LEAF), a California “C” Corporation, is pleased to present our proposal to provide Planning Technician Consultant Services to the City of Foster City (City). 4LEAF is a full-service firm and has been providing Planning, Inspection, Building, and Public Works services to numerous clients in California for 20+ years. We expand our services organically as industry and client needs fluctuate and have been aggressively advancing our Planning Division over the past few years. 4LEAF has current contracts with the City for Building Plan Review and Inspection services and is eager to expand our scope and relationship with the City to include Planning services. Additionally, 4LEAF is the ideal firm of choice for the following reasons:

☑ Local Presence

4LEAF works with many local municipalities, including the City. We have the local personnel ready to service the City and are supplying services to approximately 250 public agencies throughout California, including municipalities such as:

- | | | |
|----------------------|-------------------------|-------------------------|
| • City of Union City | • City of San Francisco | • City of Hayward |
| • City of San Jose | • City of Newark | • City of Santa Clara |
| • City of Cupertino | • City of Half Moon Bay | • County of San Mateo |
| • City of Fremont | • City of Pacifica | • County of Santa Clara |
| • City of Palo Alto | • City of Cupertino | • County of Alameda |

☑ Proposed Staff

The City has requested a need for a part-time Planning Technician to provide technical support. 4LEAF proposes Elliott Pickett to fulfill the needs of this request. Elliott has a degree in Geography, Environment, and Planning with a Concentration in Planning for Sustainable Communities. He brings with him a compendium of knowledge, talent, and professional goals that make him an asset to any team, project, and municipality he is assigned. Elliott’s professional and academic accomplishments are abundant and his work on the Safety Element Update for the City of San Marino provide him with strong project experience that will continue to grow as our projects do. As a trained and experienced researcher, Elliott knows the ins and outs of Planning and can offer helpful insight to any project. With excellent written and communication skills, Elliott’s affinity for detail and design makes him a strong contribution to project teams.

☑ Approach

Our staff incorporates the right combination of experience, education, certifications, and registrations, which allow the 4LEAF team to provide a range of resources catered to the requirements

of each client and project. 4LEAF project managers have the experience and confidence to handle any request—the City will be working with staff who understand your department and protocols. Given our experience working with the City on Building projects for our Plan Review and Inspection contracts, we assure you that our team is equipped to handle additional scopes and has the trained staff readily available to serve this Planning contract.

☑ **Flexible Staffing Model**

One of the biggest strengths of our team is in our depth and history of providing a flexible staffing model to our clients. By having 6 California offices and 300+ employees, 4LEAF has the dedicated resources to provide the appropriate levels of staffing to the task/work orders issued by the City. This will allow our firm to provide a cost-efficient business model that will allow our team to be budget-conscious while simultaneously serving each assignment.

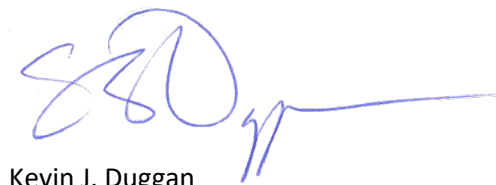
☑ **Leadership**

The contract with the City of Foster City will be managed by Daniel Hortert, AICP and the contact who will handle contractual details will be Michael Renner, CBO. Both Daniel and Michael have a proven track record of success with cities and counties throughout California. Our office and Project Manager contact information is as follows:

Michael Renner, CBO	Daniel Hortert, AICP	4LEAF Local Office
Director of Development Services Office: (925) 462-5958 Cell: (925) 785-3581 Email: mrenner@4leafinc.com	Project Manager Office: (925) 462-5958 Cell: (925) 999-6184 Email: dhortert@4leafinc.com	2126 Rheem Drive Pleasanton, CA 94588 Office: (925) 462-5958 Website: 4LEAFINC.COM

We have thoroughly reviewed the City's Agreement for Professional Services and acknowledge the Agreement with no exceptions to the terms. 4LEAF agrees to execute and comply with the City's Agreement as it is outlined in the template should our firm be selected. Additionally, our firm can fulfill the City's insurance requirements. Should you have any questions or require additional information, please feel free to contact me at your convenience.

Respectfully submitted,



Kevin J. Duggan
President



SECTION 2: FIRM EXPERIENCE

4LEAF, Inc. (4LEAF) is a California “C” Corporation established in 1999 and incorporated in 2001. Our extensive team of professional Planners are fully equipped with the training and experience to help balance Current, Long-Range, and Environmental Planning services for the City of Foster City (City). Our goal is to set the industry standard for excellent customer service and quality services as we continue to grow our highly qualified staff of **300+ professional personnel** throughout California, Oregon, Washington, Nevada, and New England.

FIRM MANAGEMENT

President: Kevin Duggan

(P) – (925) 462-5959 (E) – kduggan@4leafinc.com

Principal Planner: Jane Riley, AICP

(P) – (707) 293-4313 (E) – jriley@4leafinc.com

Project Manager/Dir. of Planning: Daniel Hortert, AICP

(P) – (925) 999-6184 (E) – dhortert@4leafinc.com

Dir. of Development Services: Michael Renner, CBO

(C) – (925) 785-3581 (E) – mrenner@4leafinc.com

OFFICE LOCATIONS

Bay Area - Corporate Office

2126 Rheem Drive
Pleasanton, CA 94588

Sacramento Office

8896 North Winding Way
Fair Oaks, CA 95628

Southern California Area Office

5140 Birch Street, Second Floor
Newport Beach, CA 92660

Paradise Office

6848 Skyway, Suite F
Paradise, CA 95969

Santa Cruz Office

701 Ocean Street
Santa Cruz, CA 95060

San Diego Office

402 West Broadway, Suite 400
San Diego, CA 92101

Washington Office

1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

New England Office

132 Central St., Suite 210
Foxboro, MA 02035

4LEAF Consulting, LLC

125 E. Reno Ave., Suite 3
Las Vegas, NV 89119

PROFESSIONALS

Title	# of Staff
Planners	20
Environmental Planners	2
Principal Planners	6
AICP Accredited Planners	4
ICC Permit/Planning Technicians	32

PHILOSOPHY OF THE FIRM

4LEAF employs 20 professional planners with a variety of skills and experience, which will provide the depth of staffing necessary to achieve all requirements and needs of the City. 4LEAF approaches client relationships differently than what you might encounter with a large corporation. **The 4LEAF philosophy is to be the best firm**



by providing our clients with outstanding customer care and first-rate customer service—we put our philosophy into action by building relationships and prioritizing the needs of our clients. This has led us to become the industry leader in providing Planning and Community Development services to public and private agencies and we look forward to the opportunity to provide our services to the City.

4LEAF has successfully placed a variety of skilled staff in local and county agencies for over 20 years. Our professional, certified, and registered staff bring the greatest knowledge and understanding of their respective fields, which ensures that our clients receive staff that are highly experienced and able to assimilate into the City of Foster City's team.

PLANNING SERVICES

4LEAF is requesting to be the City's Planning Technician consulting firm of choice. We thrive on customer service and recognize that every contact we make—whether an applicant, the general public, or an agency representative—is critical for building and maintaining partnerships. Customer care is a core value at 4LEAF, and our staff is expected to operate in a fashion aligned with this value. Our Planners have successfully completed many design review applications, use permits, subdivisions/plats, land development code updates, general and comprehensive plan updates and development, cannabis regulations, environmental documentation oversight, affordable housing, and solar, wind, and energy compatibility projects.

Additionally, 4LEAF provides staff augmentation services for local government organizations by placing skilled professionals across all levels of Planning and Community Development including Planners, Permit Technicians, Plan Checkers, Building Inspectors, Code Enforcement Officers, and Engineering Technicians. Should the City require additional Planning services, we are also able to provide current, long-range, and environmental planning functions for upcoming projects for the City. All 4LEAF Planners and Environmental Professionals can operate at various levels within the profession.

RELEVANT PROJECT EXAMPLES

Our project history includes the below jurisdictions for which the following services are provided: Comprehensive Planning Services including Specific Plans, General Plan Amendments, Updates of Housing and Safety Elements, and work on Long-Range initiatives related to fire resiliency and disaster recovery. Other Planning duties undertaken by our staff include the development of submittal forms to meet statutory requirements, taking in and reviewing projects for rebuilding and temporary housing, conducting pre-design rebuild meetings, responding to the Planning and Zoning information hotline as applicable, and conducting site inspections and property research to support application processing and meetings.

**City of Greenfield, CA***Planning & Building Department Services*

4LEAF was selected as the sole provider of Building Department Services for the City of Greenfield in 2019 on a five-year contract. 4LEAF provides the entire Building Department personnel group, has two (2) Planners on staff, and also helped the City implement the new permitting software iWorQ in 2019. Our scope of services includes:



- Training Community Development Department staff regarding all facets of prescribed best practices pertaining to Planning and Building permit issuance, including the preparation of procedural guidelines/manuals.
- Processing land use current Planning permits.
- Training for use of new iWorQ software and using the software to input data.
- Researching and working with the GP/Zoning Code.
- Managing Planning projects.
- Conducting interdepartmental reviews among City departments.
- Performing application reviews for discretionary and ministerial projects.
- Conducting environmental reviews, writing Initial Studies, and managing CEQA documents.

Below are the upcoming projects our team plans to work on for the City:

Yanks

- Under construction – consists of museum, roads, 170-room hotel, restaurants, fueling stations, hangars, Air Strip, winery, amphitheater, and Luxury RV Park
- Ongoing building of Phase II
- Project has been around 30 years, valuation of over \$100M
- Planned Unit Development permit

Nino Homes

- Entitlements: 150 +/- single family residential development
- Return-market-rate housing developer

Walnut Avenue Specific Plan (WASP)

- 62 acres hosting a Starbucks, Arco, Carl's Junior, an H2A farmworker housing debacle, and a Marriott Fairmont Hotel
- Building plans currently under review
- Senior-Level project management assignment

Client Name: City of Greenfield
Project Location: Greenfield, CA
Client Contact: Paul Mugan, Community Development Dir.
Client Address: 599 El Camino Real / Greenfield, CA 93955
Client Telephone: (831) 674-5591
Contact Email: Pmugan@Ci.Greenfield.ca.us

Key Personnel
 John Guertin – PM
 Raylee Glasser, CBO – PM
 Daniel Hortert, AICP – Prin. Planner
 Shaveta Sharma – Senior Planner

**City of Pleasant Hill***On-Call Planning Services*

4LEAF is currently **providing a Senior-Level Planner** to the City where we oversee several complex planning projects. All projects with the City of Pleasant Hill are developer-funded and responsibilities include:



- Preparing staff reports, resolutions, and ordinances for recommendations by the Architectural Review Commission, Planning Commission and City Council
- Processing applications for minor/major subdivisions
- Planned Unit Development/Specific Plan
- General Plan Amendment
- Minor/Major Subdivisions
- Development Plans
- CEQA Review
- Architectural Review Permits

**Current/recent project support:**

- **Downtown Cleveland Multi-family Specific Plan:** Architectural Review, Planned Unit Development/Specific Plan “Concept Plan”, Development Plan, General Plan Amendment, and environmental review for a 189-unit multi-family residential development near the City’s Downtown. Project is preparing for public hearings before the Architectural Review Commission, Planning Commission, and City Council.
- **Oak Park Specific Plan:** 34 lot major subdivision, development plan, and rezone (PUD). Rezone from R-10 (SFR 10,000 min) to Multi-family very low density as part of a Planned Unit Development/Specific Plan, development plan review. Prepared all staff reports and made presentation to the Architectural Review Commission, Planning Commission, and City Council.
- **590 Creekside Minor Subdivision:** 2-lot single family subdivision. Prepared all staff reports findings and resolution for approval before the Planning Commission and City Council.
- **2001 CCB Façade Improvements:** Façade improvements for a medium sized retail center. Architectural Review permit. Application withdrawn because of costs.

In addition, our Planner assisted the City with securing their SB2 grant.

Client Name: City of Pleasant Hill
Project Location: Pleasant Hill, CA
Client Contact: Troy Fujimoto, City Planner
Client Address: 100 Gregory Lane / Pleasant Hill, CA 94523
Client Telephone: (925) 671-5270
Client Email: TFujimoto@PleasantHillca.org

Key Personnel
 Daniel Hortert, AICP – Prin. Planner



4LEAF is providing **one (1) Associate Planner, one (1) Planning Manager, one (1) Code Enforcement Officer, and one (1) Senior Permit Technician** to assist with the City of Pinole's Planning needs.



Developer-funded projects:

- **Lucky's Façade Modification** – Design review for upgrade to façade for Lucky's store in a major retail center. Required Planning Commission approval.
- **1409 & 1431 Nob Hill** – Design review for two (2) Single-Family residential structures.
- **East Bay Ophthalmology Center** – 1289 Pinole Valley Road. Design review for a 6,900 square foot medical office building. Planning Commission and City Council approval.
- **West Coast Arborists, Inc.** – Design review for Contractor's yard including remodeling existing 2,000 s.f. metal building, resurfacing of existing paved area and addition of new paving. Required Planning Commission approval.
- **Making Waves Academy Pinole Campus** – Application submitted for Design Review and Sign Program of a new K-4th public school campus on a 7.8-acre infill parcel. The project includes the demolition of the existing Tenet Medical building and construction of two state of the art two-story classroom buildings, a multi-purpose building and an administrative building totaling 95,250 square feet and outdoor space. Required Planning Commission approval (project withdrawn).
- **Hazel Drive Four-Lot Subdivision** – Design Review for single family development and Development Agreement for roadway connection to Sunnyview Drive, West end of Hazel Drive. Required City council approval due to Development Agreement.
- **Pinole Square** – Application submitted to renovate and expand the existing Safeway Grocery store and add a new gas station and construct new commercial pad buildings. Manage environmental review consultant. Planning Commission and City Council Approval. Finishing up environmental review.
- **Pinole Woods** – Design Review for a 100+ unit senior housing development.



City-funded project:

- Downtown pedestrian/parking study.

Client Name: City of Pinole

Project Location: Pinole, CA

Client Contact: Tamara Miller, Development Services Director

Client Address: 2131 Pear Street / Pinole, CA 94564

Client Telephone: (510) 724-9000

Client Email: TMiller@Ci.Pinole.ca.us

Key Personnel

Amalia Merino – Associate Planner

Daniel Hortert, AICP – Prin. Planner



SECTION 3: PROJECT SCOPE

APPROACH

The 4LEAF standard is to provide staff who are well equipped and capable of interpreting plans, policies, and codes quickly and concisely to ensure a timely turnaround for various planning applications. Whether a Conditional Use Permit (CUP), Development Review, Subdivision or Map Reviews, General Plan, or Zoning Amendments, we can meet your needs.

4LEAF Planners possess the technical writing and report preparation abilities needed to convey the greatest detail in a manner that is easy to understand with solid recommendations of findings rooted in the plans, policies, and codes that reinforce the City's vision. We are dedicated to understanding the vision of a community and rigorously working towards that vision. We utilize application checklists as the foundation of our review and translate policies and regulations as they apply to development applications. We transpose our findings into informative, concise, and simple to understand staff reports or studies. These endeavors cannot be accomplished in a vacuum and our staff are well-versed in project management and will work diligently with other departments and agencies to ensure that the highest levels of review and feedback are achieved.

Our Planners will arrive on-site with a positive attitude and will make every attempt to move projects forward to achieve successful outcomes. We are creative in our approach and can develop alternative methods to achieve the best outcome for the communities, agencies, and applicants. The Planning Division at 4LEAF is responsible for integrating staff into Local and State jurisdictions where we are routinely called upon to supplement vacancies and staff shortages. We also provide staff augmentation services when projects require focused processing and management of a variety of land use applications for compliance with land development codes and general, adopted area, and specific plans.

Our team evaluates the environmental impacts of private development proposals and coordinates with other divisions to ensure that standards for building safety and infrastructure systems are appropriately addressed with new development.

OUR COMMITMENT

4LEAF has reviewed the City's RFP thoroughly and is able to meet the needs of the City for the services requested. We understand the work being requested and have selected a staff member who is more than qualified to meet and exceed the City's needs. Should we be chosen as a third-party consultant for the City, we will ensure that all assigned projects are completed on time and within budget.

As noted in the RFP, the requested work is listed below and our proposed staff member, Elliott Pickett, can fulfill the needs of the City on a part-time basis of 20-hours per week. Duties will include but may not be limited to:

- a) Answering public inquires by telephone, mail, or in person at the public counter regarding Planning application submittal requirements, zoning information etc.
- b) Analyzing Planning projects for compliance with the City's General Plan, Zoning Ordinance, Architectural & Solar Design Guidelines, HOA prototypes, applicable specific plans, and other City policies.



- c) Reviewing and processing administrative applications such as: Sign permits, Minor Use Permits, Architectural Review, Use Permit modifications, etc.
- d) Reviewing projects and providing comments within timelines specified by the Department.
- e) Reviewing Building Permits and performing minor Planning and Building inspections.
- f) Related planning duties and special projects (such as Housing Element, ADU Objective Design Standards and long-range projects) as assigned.

KEY PERSONNEL

We understand that our role is to be an advocate on behalf of the City of Foster City and represent City's best interests. 4LEAF's proposed staff will function as an extension of the City's team, seamlessly integrating with personnel and practices established by the City, while adding the perspective and expertise that only 4LEAF can offer. The goal is to have 4LEAF staff assimilate with yours and be accepted as an essential part of the City's team. 4LEAF holds its employees in high regard and can ensure the City that all personnel have the knowledge, training, experience, and competencies to fulfill the roles and responsibilities of their assigned positions.

Daniel Hortert, AICP – Project Manager, Director of Planning

Daniel has over 30 years of planning and development services experience including over 20 as a public servant for municipalities with populations ranging from 3,500 to over 3.5 million. Daniel's experience covers a range of municipal planning and development functions including Planner, Senior Planner, Planning Manager/Principal Planner, and Department Director for municipal, county, and private sector agencies. He is experienced in land development, construction, community engagement/education, project management, project budget control and oversight, residential, commercial, and industrial site planning and compliance review, and entitlements from single-lots to large complex master-planned communities.



Daniel's contact information: Office - (925) 462-5959 | Cell - (925) 999-6184 | Email - dhortert@4leafinc.com

Elliott Pickett – Planning Technician/Associate Planner

Elliott has experience with environmental impact assessments, safety elements, climate change, community outreach, housing elements, public engagement, and land use elements. He has extensive experience in plans analysis including zoning ordinance, general planning, sign permits, permit modifications, and architectural review. Elliott displays exceptional communication across all platforms and is able to review projects and provide comments to both the general public and all City departments in a timely manner. Elliott has been a welcome addition to the 4LEAF team following his recent graduation from Sonoma State University and is quickly progressing through the ranks of our Planning Division.



Should the City wish to expand their Planning services at any time, we have included a more extensive list of our planning staff and their rates. All rates will be communicated with City Management at the time of request and will vary based on the qualifications and experience of the personnel.

Elliott Pickett

Associate Planner

Experience

2+ years

Education

B.A., Geography, Environment, and Planning

Sonoma State University

Experience Summary

Elliott brings with him a compendium of knowledge, talent, and professional goals that make him an asset to any team and project he is assigned. He displays exceptional abilities in communication, organization, and administrative duties. Elliott can analyze, review, and process Planning projects and administrative applications for compliance. His professional and academic accomplishments are abundant and his work on the Safety Element Update for the City of San Marino provide him with strong project experience that will continue to grow as our projects do. As a trained and experienced researcher, Elliott knows the ins and outs of Planning and can offer helpful insight to any project. With excellent written and communication skills, Elliott's affinity for detail and design makes him a strong contribution to project teams and assignments.

Originally hired as a Planning Intern, Elliott's professional abilities and leadership qualities quickly led to his advancement from Planning Technician to Assistant Planner and now Associate Planner.

Select Professional Experience

4LEAF, Inc.

Associate Planner

12/2020 - Present

Elliott is serving as an Associate Planner for the City of San Marino's Safety Element Update and the City of Santa Clarita's Housing Element Update. He has received glowing feedback from his team and from the jurisdictions he works with. His personal and academic interests make him the ideal team member for helping bring these projects into successful fruition.

Regional Climate Protection Authority

Intern

9/2020 - 12/2020

- Developed outreach survey for increasing public engagement in the development of the Sonoma Climate Mobilization (SCM) Strategy.
- Compiled information on climate action for SCM website content.
- Participated in Climate Action Advisory Committee meeting and incorporated partner input.

CA Governor's Office of Planning and Research (OPR)

Summer Intern

6/2020 - 8/2020

- Evaluated and compiled information about over 30 recent local jurisdiction's Safety Elements and Local Hazard Mitigation Plans, providing strong examples to highlight in the appendix of OPR's Fire Hazard Planning Technical Advisory document.
- Transcribed and organized data from past Annual Planning surveys, enabling OPR staff to better target survey outreach efforts in the future.
- Organized and conducted three informational interviews with staff from local California jurisdictions, incorporating their wildfire-related priorities into OPR's Technical Advisory document.

Sonoma State University Center for Sustainable Communities

Student Intern

1/2020 - 9/2020

- Synthesized research of over 60 land use tools or resources to address wildfire hazards, creating a database of current wildfire planning practices to be used in future wildfire planning.
- Collaborated and divided labor among interns to produce high quality and efficient research to be used by organization partners.



SECTION 4: FEE PROPOSAL

2021-2022 FEE SCHEDULE & BASIS OF CHARGES

For the City of Foster City
All Rates are Subject to Basis of Charges

SERVICES	COST STRUCTURE
Part-Time Planning Technician Services	<ul style="list-style-type: none">✓ The scope includes approximately 20 hours per week to perform a variety of complex Planning, administrative, and technical work in the processing and issuance of permits and in the enforcement of adopted codes and related rules and regulations.✓ On-site work requires a 4-hour minimum billed in 4-hour increments. Should the City need additional hours, they may contact 4LEAF for a change-order.✓ Should overtime be required by client, 4LEAF will bill 1.5x the hourly rate for overtime work, upon request. Staff subject to change with approval from client.✓ 4LEAF will invoice the City monthly and will utilize separate task orders assigned by the City.

Position

Planning Technician

Proposed Staff

Elliott Pickett

Hourly Rate

\$75.00/hour

About the Candidate

4LEAF proposes Elliott Pickett to fulfill the part-time Planning Technician needs for the City of Foster City. Elliott is readily available for placement and can meet the hourly and administrative needs requested in the City's RFP. Should the City require an interview with the candidate before deciding, Elliott can meet virtually or in-person to discuss his experience and the City's needs. His resume is included for the City's review.

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- 4LEAF assumes that this rate reflects the existing 2020-2021 contract period. 3% escalation for 2022 and 2023 is negotiable per market conditions.
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.

Client agrees that 4LEAF's liability will be limited to the value of services provided.



FEE STRUCTURE FOR PLANNING PERSONNEL

Principal-in-Charge	\$280/hour
Planning Director.....	\$205/hour
Principal/Planning Manager.....	\$175/hour
Senior Planner	\$160/hour
Associate Planner	\$140/hour
Assistant Planner	\$115/hour
Senior Planning Technician	\$85/hour
Planning Technician.....	\$75/hour



DATE: June 21, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Marlene Subhashini, Community Development Director
Becki Hanan, Management Coordinator

SUBJECT: AUTHORIZATION TO ISSUE REQUEST FOR PROPOSAL FOR A
PART-TIME PLANNING TECHNICIAN

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution, authorizing staff to issue a Request for Proposal (RFP) for part-time Planning Technician Consultant Services.

EXECUTIVE SUMMARY

The Community Development Department (CDD) is committed to planning, maintaining, and improving the quality of life and public safety of Foster City in keeping with the vision of the City Council in the General Plan and other measures that reflect the City's heritage as a Master Planned community. CDD is comprised of the Planning/Code Enforcement and Building Divisions. The Planning/Code Enforcement Division is responsible for long-term planning regarding the growth and development of the City, for reviewing and processing applications for all land use and development proposals, and for maintaining the appearance of the community.

Given the key project initiatives and service level expectations identified for FY 2021-2022, staff is requesting that City Council authorize issuance of an RFP for part-time Planning Technician consultant services for the FY 2021-2022. If approved, the RFP will be released on June 22, 2021 and proposals will be due within three (3) weeks, by July 13, 2021.

BACKGROUND/ANALYSIS

For FY 2020-2021, an exception request for a limited-term (three (3) years) permanent staffing position for a Planning Technician was approved by the former City Manager. However, the exception request was withdrawn due to the uncertainties related to the COVID-19 pandemic and the hiring freeze that was implemented. For FY 2021-2022, staff made an exception request for a part-time Planning Technician to review and process planning and building permit applications in a timely manner and continue to provide exceptional customer service to our community.

Currently, the Planning Division is staffed by three (3) full-time planners – one (1) Planning Manager, one (1) Associate Planner, and one (1) Assistant Planner. The main responsibility of a planner includes but is not limited to:

- Reviewing applications for property improvements, room additions, and new developments (both planning and building permit plan reviews);
- Updating city guidelines, policies, ordinances;
- Providing coverage at the counter, responding to phone calls and e-mails;
- Performing field inspections and assisting and coordinating with other departments on various projects.
- Preparing staff reports, technical reports and other correspondence.
- Presenting at City Council, Planning Commission, and other public meetings.
- Implementing and administering affordable housing programs for the City; and
- Implementing and updating long-range planning projects, such as Housing Element.

The planners are supported by one (1) Management Analyst who also processes minor planning applications, over-the-counter building permits, counter and phone inquiries, and performs inspections.

During the 2020 calendar year, planning staff conducted 1,207 plan reviews (plan checks) for all building permits that require a planning review. Building permits that typically require planning review include minor permits such as reroofs, windows, solar permits and any permit that does not require an Architectural Review. These building plan reviews were in addition to the 109 planning permits, affordable housing administration programs, and advance planning projects that the planners undertook.

In addition to the regular planning tasks, the Planning Division will be undertaking some key initiatives and projects during FY 2021-2022. Some of these initiatives were identified through the City Council Annual Vision & Policy Summit as part of the "Smart Planning, Development, and the Local Economy" Value/Priority Area.

In terms of the overall goals, priorities and initiatives for the upcoming year, the

following key planning projects have been identified:

- Undertake efforts related to development of Golf Course site
- Implement Housing Element Cycle 5 Programs (AHOZ, Multi-Family ODS, Inclusionary Ordinance)
- Implement community engagement plan throughout Housing Element update process
- Start work related to next Housing Element Update (Cycle 6)
- Work with RPPG on AB 1029
- Assist SMC Fire on multijurisdictional Local Hazard Mitigation Plan
- Adopt ADU Objective Design Standards
- Adopt new CEQA thresholds related to Vehicle Miles Traveled (VMT) in accordance with SB 743
- Monitor and implement State mandated laws/programs and adopt/amend city ordinances to comply
- Improve internal development review processes and permit streamlining
- Implement and administer housing programs
- Review current Safety Element as part of the HE Update Cycle
- Implement first wave of Transition & Relocation Assistance Program approved for Foster's Landing
- Coordinate a nexus study for Development Impact Fees

In light of the cumulative workload as identified above in addition to the day-to-day planning duties, staff is requesting for a part time Planning Technician position. The Planning Technician would assist in providing planning counter coverage, responding to general inquiries, issuing over-the-counter permits, conducting minor plan checks and inspections in a timely manner. This would enable existing planning staff time to work on the more important initiatives and priorities identified above.

The draft RFP is included as an attachment to this staff report. The Planning Technician scope of work would include:

- Answer public inquiries by telephone, mail or in person at the public counter regarding planning application submittal requirements, zoning information etc.
- Analyze planning projects for compliance with the City's General Plan, Zoning Ordinance, Architectural & Solar Design Guidelines, HOA prototypes, applicable specific plans and other City policies
- Review and process administrative applications such as: Sign permits, Minor Use Permits, Architectural Review, Use Permit modifications, etc.
- Ability to review projects and provide comments within timelines specified by the department
- Review Building Permits and perform minor planning and building inspections
- Related planning duties and special projects (such as Housing Element, ADU

Objective Design Standards and long range projects) as assigned

The requested Planning Technician Consultant Services will be for a part-time (approx. 20 hours a week) for FY 21-22 in an amount not to exceed \$83,200.

Next Steps

If approved, the RFP will be issued on June 22, 2021 with a due date three (3) weeks later of July 13, 2021. City staff will review and evaluate the proposed scope of work, schedule, and budget submitted by consultants and will ensure that the proposal meets and fulfills the City's standards and requirements. Attachment 2 is the proposed Draft RFP that will be issued if the City Council approves this item. Based upon the Scope of Work and Timeline as outlined, an agreement with the prospective consulting firm would be tentatively scheduled for City Council consideration and awarded at its August 2, 2021 meeting.

FISCAL IMPACT

There is no direct fiscal impact as a result of the issuance of the RFP, aside from staff time associated with acceptance, review, and evaluation of the proposals.

The cost for consultant services for Planning Technician is included in the budget for FY 2021-2022 and will be paid from the Current Planning Fund (001-0812).

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY

This action supports the City Council's Vision and Mission and "Smart Planning, Development, and the Local Economy" Value/Priority area to protect, maintain, and enhance our community character through thoughtful planning.

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Request for Proposals



DATE: August 2, 2021

TO: Mayor and Members of the City Council

FROM: Peter Pirnejad, City Manager
Rob Lasky, IT Manager

SUBJECT: REQUEST TO AGENDIZE DISCUSSION OF INTERNET
CONNECTIVITY

RECOMMENDATION

It is recommended that the City Council provide direction, by Minute Order, on whether or not to agendize a discussion of internet connectivity for Foster City residents. Specifically, staff is looking for direction on whether or not City staff should pursue broadband grants that could help HOAs and multi-family housing units upgrade their internal wiring infrastructure.

EXECUTIVE SUMMARY

At the June 21, 2021 City Council meeting, Vice Mayor Richa Awasthi had made a request to agendize discussion of internet connectivity for Foster City residents. Per the request, the Vice Mayor would like to discuss resident feedback regarding the speed and reliability of internet access in Foster City, and what measures could be taken to address those issues.

City staff now requests direction on whether or not this item should be placed on an upcoming agenda. The upcoming agenda item would include:

- More information on broadband grants recently approved by Governor Gavin Newsom;
- More information on City staff's involvement in these grants; and
- More precise estimates of the amount of time required by City staff if directed to proceed.

Staff understands that the lions share of this work will begin next year as the regulations come together. Some work may be required of RPPG this year which can be accommodated in their existing contract.

BACKGROUND/ANALYSIS

In the second half of 2020, during the COVID-19 quarantine, Councilmember Awasthi reached out to then Acting City Manager Dante Hall and IT Manager Rob Lasky to ask about reports she had seen on social media by Foster City residents about the quality and speed of internet service. Around the same time, the City received 3 reports directly through SeeClickFix.

City staff reached out to the incumbent internet service providers (ISPs) in Foster City (Comcast and AT&T). The ISPs recommended that residents work with the ISP's customer service to diagnose if the age/condition of the customer's broadband modem, router, or wiring "from the street" or "in the home" could be affecting their speeds. This approach reportedly did solve a few of the reported issues.

Another issue that was identified was Comcast's (and Comcast's subcontractors) working relationship with Foster City Encroachment Permits staff. Conference calls were set up for every 8 weeks between City and Comcast staff to work through issues. Some were as simple as having Comcast establish a draw-down account for encroachment permit applications, so the City didn't have to wait for Comcast corporate to cut a check for each separate permit. Processing their encroachment permits more quickly allowed Comcast to perform more "node-splits," which is work they do in vaults in the street to bring more internet capacity to a neighborhood.

Finally, some of the internet issues in Foster City may be related to the sheer number of HOAs in the City. In staff's understanding, ISPs cannot just upgrade one or two residents of an HOA since the ISP traverses the HOA's private property, and the HOAs won't allow that. Essentially, an ISP may need to upgrade an entire HOA's internal cabling all at once. One HOA (Isle Cove) was working with Comcast in late 2020 to upgrade their internal HOA cabling, and it required negotiation between the HOA and Comcast. Also, some HOAs only have one ISP available for residents, since that's all that was put in place when the HOA was built.

NEXT STEPS

Recently, broadband grant funds have become available from the State of California for areas that are underserved. City staff has been tracking these opportunities and has talked to consultants from RPPG to understand how the City may be able to apply for these funds on behalf of the residents.

Although some of the work will take place this year, the lions share of the work will occur next year as the bill has just been signed and application process and administration efforts have yet to be designed. Until the end of the year there may be some limited research that will be required to establish a baseline of connectivity speed but most of that work will need to come from the ISPs.

RPPG, the City's legislative advocacy consultants and grant writers, recommended the City apply for the broadband grants on behalf of the HOAs and ISPs next year when the applications become due. City staff would need to collect documentation to help justify the need for the upgrade, and quantify the number of residents who would have potentially improved service due to the upgrades via GIS data. Staff would also need to work with the ISPs to identify the HOAs in greatest need of upgrades. Based on the data collected, RPPG would write the grant application on behalf of the City and the ISP. The ISP would also need to document the improvements in order to submit with the grant close-out report.

OTHER OPTIONS

Other options to improve internet service in Foster City have been discussed before. These could be explored in more depth, if directed by City Council. Here are a few of the options that have been mentioned before, as well as a short response:

- "Citywide wifi" is a concept that was attempted by private business (MetroFi), but was not able to compete with other ISPs due to reliability and performance issues.
- 5G deployment is available only in limited areas, so it is not a viable alternative to incumbent ISPs for in-home service yet.
- City of San Bruno's ISP (re-sold by the City) is an option, except the City does not own any fiber, so we would have no way to get the service to our residents.
- Fixed Wireless providers could be an option for some customers, but not to the same scale as the existing ISPs

FISCAL IMPACT

There is no financial impact associated with agendizing this item, other than an estimated 15-20 hours of staff time spent working with RPPG to develop the background for the grant application, reaching out to ISPs for initial conversations about the grant opportunities, and preparing the staff report for the future agendized item. There may be costs associated with the grant writing services, but those costs are unknown at this time and will be part of next year's application process.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

The requested item is in alignment with the City Council's Vision and Mission considering connectivity is necessary for equity and economic vitality. This is also specifically related to the "Innovation and Sustainability" Value/Priority Area in that it will potentially enable Foster City residents to experience faster, more reliable internet.



DATE: August 2, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Priscilla Schaus, Communications Director/City Clerk
Yelena Cappello, Deputy City Clerk

SUBJECT: APPOINTMENT TO THE SAN MATEO COUNTY MOSQUITO AND
VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

RECOMMENDATION

It is recommended that the City Council interview and by resolution appoint one member as the Foster City representative to a partial term through December 31, 2023 on the Board of Trustees of the San Mateo County Mosquito and Vector Control District.

EXECUTIVE SUMMARY

The San Mateo County Mosquito and Vector Control District's mission is to safeguard the health and comfort of the citizens of San Mateo County through a science-based program of integrated vector management. Previously, Rick Wykoff was appointed to the Board of Trustees of the San Mateo County Mosquito and Vector Control District on September 6, 2011 to a two-year term from January 1, 2012 to December 31, 2013, and was reappointed twice, on October 7, 2013 to a four-year term from January 1, 2014 through December 31, 2017, and on October 2, 2017 to a two-year term from January 1, 2018 to December 31, 2019. Rick Wykoff was initially appointed as a Councilmember and continued his service as a resident. On October 7, 2019 Catherine Mahanpour was appointed during her tenure as Councilmember for a term from January 1, 2020 through December 31, 2023. A representative on the Board of Trustees of the San Mateo County Mosquito and Vector Control District can either be a Councilmember or a resident of the City. According to the California Health and Safety Code, Section 2024: "The term of office for a member of the board of trustees shall be

for a term of two or four years, at the discretion of the appointing authority."

On June 16, 2021 Foster City Trustee Catherine Mahanpour provided her resignation effective July 5, 2021 from the Board of Trustees for the San Mateo County Mosquito and Vector Control District.

A notice of vacancy to fill the partial term was advertised in the local newspaper, posted on social media, and displayed on the City's website for approximately four (4) weeks.

The following resident submitted an application by the established deadline:

1. Paul Norton

The applicant has been invited to attend this City Council meeting.

Attached is the resolution appointing one member to the Board of Trustees of the San Mateo County Mosquito and Vector Control District. *(name will be filled in after appointment)*.

FISCAL IMPACT

There is no fiscal impact associated with this appointment.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is in alignment with the "City Council Operations and Improved Community Engagement" Value/Priority Area.

Attachment:

- Attachment 1 - Resolution
- Attachment 2 - Application

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPOINTING ONE MEMBER AS THE FOSTER CITY REPRESENTATIVE TO THE BOARD OF TRUSTEES OF THE SAN MATEO COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT FOR A PARTIAL TERM FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

CITY OF FOSTER CITY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOSTER CITY, as follows:

WHEREAS, there is a vacancy on the Board of Trustees to the San Mateo County Mosquito and Vector Control District; and

WHEREAS, it is the City's desire to continue having representation on the Board of Trustees to the San Mateo County Mosquito and Vector Control District;

NOW, THEREFORE, BE IT RESOLVED that _____ is hereby appointed to the San Mateo County Mosquito and Vector Control District Board of Trustees to fill a partial term from January 1, 2020 through December 31, 2023.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the Special Meeting held on the 2nd day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK



COMMITTEE/COMMISSION

Application for Appointment
By City Council/Board of Directors

Return completed application forms to:
Communications/City Clerk Department
610 Foster City Boulevard
Foster City, CA 94404
(650) 286-3250
clerk@fostercity.org

5:00PM THURSDAY

DEADLINE FOR FILING: July 22, 2021

For more information, visit www.fostercity.org

Please type or print in **BLACK INK ONLY**

Date: _____ Committee or Commission for Which Application is Filed: San Mateo County Mosquito and Vector Control District

Name: _____ E-mail Address: _____

Present Street Address: _____

Cell Phone: _____ Home Phone: _____ How long have you lived in Foster City? _____

What is your occupation? _____

Employer's Name: _____

Employer's Address: _____

Your Present Position: _____ Length of Employment: _____

Self Employed:

Name and Description of Business: _____

Address: _____ Phone: _____

Length of Ownership: _____

Have you ever served on a public board, committee or commission? _____

If yes, please explain: _____

Do you have any relatives presently employed by the city or serving in any official capacity? _____

If yes, please give names(s) and relationship: _____

Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

Please list individuals who are well acquainted with your personal and/or professional qualifications

Name	Address	Occupation	Phone
Name	Address	Occupation	Phone
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission:



DATE: August 2, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Marlene Subhashini, Community Development Director
Dane Hutchings, Lobbyist Consultant, Renne Public Policy Group
Sharon Gonsalves, Director of Government Affairs, Renne Public Policy Group

SUBJECT: DISCUSSION ON CITY'S LEGISLATIVE PLATFORM AND POLICY

RECOMMENDATION

It is recommended that the City Council by Minute Order, formally consider and adopt a legislative platform and policy to ensure the City's positions on pending and future legislation is expressed in a timely and effective manner.

EXECUTIVE SUMMARY

City Council requested that staff place an item on the City Council agenda in order to initiate a discussion regarding adopting a legislative platform.

State legislation has the potential to have direct and significant impacts to a city's fiscal, operational, and environmental stability. Active legislative engagement protects and enhances the interests of Foster City's residents and businesses. A legislative platform and corresponding policy will assist the Mayor, City Council, staff and RPPG to proactively address legislation that may impact the City's ability to operate effectively.

A "legislative platform" is made up of policy statements, adopted by the City Council, that provides the framework for a city to respond to legislative issues of importance in a timely manner. A "legislative policy" is the procedure or approved process of adopting positions that align with the spirit of the legislative platform. The positions contained in the platform are intended to supplement the strategic goals outlined in Foster City's

Strategic Goals.

BACKGROUND

During the City Council Regular Meeting on September 8, 2020, there was discussion about hiring a state lobbyist and taking a proactive approach in engaging with the State not only on housing legislation but also other legislation of interest to Foster City. City Council expressed the need for the City to be actively involved with what is happening in Sacramento and for the City to adopt an advocacy position on legislation early on in the process by engaging with lawmakers.

In October 2020, Renne Public Policy Group (RPPG) presented an overview of their firm and the lobbying services they offer to the Land Use Subcommittee. In an effort to stay actively engaged on state legislation of importance to the City, the City Manager approved a one-year contract agreement with RPPG on January 15, 2021, within the City Manager's purchasing policy limits. RPPG is a full-service lobbying and consulting practice firm based in Sacramento that strives to advance the policy interests of public agencies. Within three weeks' time, and in advance of a strict legislative deadline, RPPG in consultation with city staff drafted a new piece of legislation and worked with both legislators in San Mateo County and across the state to secure a legislative vehicle for Foster City. On February 18, Assemblymember Kevin Mullin formally introduced Assembly Bill (AB) 1029 which highlights the importance of preserving existing affordable housing stock when affordability covenants are set to expire. Despite some initial pushback from opponents, AB 1029 continues to advance through the legislative process.

Moreover, as part of the firm's scope of work, RPPG, in consultation with City staff, was tasked with drafting the City's legislative platform and policy for City Council consideration. By adopting a legislative platform and policy, the City will enhance its capacity to monitor, analyze and respond to complex and swift moving legislation. Near the end of the legislative session each year, hundreds of bills are amended and move quickly through the process. Many of these bills have detrimental effects on public agencies. A legislative platform and policy allow advocates to quickly educate lawmakers in Sacramento on how legislation will impact Foster City. Failure to do so will negatively impact Foster City's ability to effectively engage in the State legislative process.

At the June 21, 2021, City Council meeting, staff and RPPG was directed to finalize a draft of the legislative platform and policy for formal consideration at the July 19, 2021 or August 2, 2021 City Council meeting.

ANALYSIS

At its core, legislative advocacy is working with individual lawmakers (both within the City's legislative district and out), committee staff, the Governor's administration and regulatory officials to support the City's cause, initiative, or policy goals.

Actual legislative advocacy is predicated on raising awareness and providing education. Not just to state officials, but to City staff, City Council, and residents. Being able to empower City Council, staff and by extension its advocacy team, is critical in any effort to advance legislative efforts. In an effort to drive awareness and educate Foster City and its residents, RPPG has provided approximately 90 deliverables to the City in six (6) months under contract, including but not limited to:

- Updates issued by the Newsom Administration on COVID-19 operational protocols, funding, and state budget activities.
- Detailed analysis on dozens of measures with direct impact to the City.
- Real time updates on the progress of Foster City's sponsored legislation.
- Participating in several City Council meetings, subcommittees, and public forums.
- One-on-One Meetings with all City department heads.
- Providing opportunities for the City to establish and maintain relationships with Foster City legislative delegation as well as lawmakers across California.

In Sacramento, direct advocacy among other aspects ranges from working personally with a legislator, an aide, policy committee staff and the Administration on the wording of a bill, to mobilizing broad coalitions that align with the City's cause. This includes educating legislators, supporters, and the public about the issue; working with the media; continuously seeking out allies; and being persistent over long periods of time.

Over time, a sustained legislative advocacy effort will help the city form strong allies. Working with lawmakers and familiarizing them with your concerns often results in lawmakers even outside of a city's legislative district become champions for your specific issues. Establishing personal relationships with legislators both in the City's legislative district and outside of its district provides the City with credibility needed to have a meaningful impact in the legislative process. While there is no guarantee that a sustained effort will lead to success on one particular issue of importance; a lack of a sustained effort will lead to State policies that will remove local decision making and/or create new financial, legal, or operational challenges for Foster City.

For example, City Council has expressed strong concerns on SB 9 (Atkins). RPPG was able to secure significant amendments into SB 9. Originally, the bill would have allowed 10 units to be built on a parcel where one single-family unit currently sits. That number has been reduced to 4. The bill also requires a one-year owner occupied requirement prior to splitting a parcel. This is significant because it will create a deterrent for speculators/investors from buying properties, splitting lots and building multiple units.

Despite the sustained opposition by the City, SB 9 is much improved from the date it was introduced.

Moreover, RPPG in conjunction with representatives with San Mateo County were successful in working with Assemblymember Mullin in securing \$10million in the State Budget to backfill the County Vehicle License Fee (VLF) swap shortfall. Had this money not been appropriated in this year's budget, Foster City would have lost approximately \$206,000.

Tracking important legislation, assessing its potential impact to the city, and providing operational, policy and political counsel accordingly provides a clear picture of the legislative landscape. However, the City alone does not have the internal resources to perform this function internally. For context, in 2021, 2,721 individual pieces of legislation were introduced (1,779 in the Assembly, 942 in the Senate). Each State legislative session is broken up into two-year cycles. Currently the State Legislature is in year one of the current two-year legislative cycle (e.g., 2021 year 1 of 2, 2022, year 2 of 2). In 2022, State Lawmakers will introduce thousands more pieces of legislation. As it stands, RPPG is currently monitoring 519 pieces of legislation to assess potential impacts to Foster City.

Finally, one of the most fundamental pieces of a solid advocacy effort is the understanding that advocacy takes time and the proper foundation. Lawmakers are bombarded by thousands of requests for legislation. Sustained advocacy—both offensive and defensive requires a strong foundation. For Foster City to effectively engage and influence policy that will protect or benefit the City, it is important that the City adopt a combined legislative platform and policy.

Legislative Platform: A City's legislative platform conveys to legislators, policymakers, the public, and the media where the City Council stands on important policy positions. A legislative platform is a set of guiding principles that reflects the overarching ideals and vision of the City Council. This document is critical in an overall legislative advocacy program as it provides broad policy statements that enables the City and its legislative advocacy firm to sift through thousands of legislative proposals introduced each legislative session—elevating those measures most important to the City Council. Similar to a strategic plan, a legislative platform provides a mechanism for staff and City Council to “be on the same page” and provides direction for the city as how to formally engage on legislation including introducing legislation, positioning, seeking amendments, or otherwise influence state policy for the betterment of Foster City.

The platform will allow the City to quickly engage on the most pressing State priorities that pose significant challenges for the Foster City, including but not limited to land use, affordable housing, loss of local control and public safety. The policy statements provided in the platform are consistent with the key priorities of Cal Cities and other

local governments—however are reflective of the unique needs of Foster City residents and City Council goals. RPPG worked with city staff to ensure all statements are relevant to Foster City.

Addressing the City Council's top priorities requires a multi-layered approach. Maintaining and updating the legislative platform is an important component for the City's overall legislative advocacy program. As a living document, it is recommended that the City's legislative platform be reviewed and if needed, amended in the fall of each year in advance of each legislative year. This will ensure that the City Council's ideals are reflected and will allow the City's legislative advocacy consultants to actively engage on new state initiatives that affect the City's interests.

Legislative Policy: It is important to recognize that the State legislative process does not face the same scrutiny and transparency requirements imposed on local government (e.g., Ralph M. Brown Act compliance). Additionally, the State legislative cycle moves fast and does not comport with Foster City bi-weekly City Council meeting schedule. In short, it is commonplace for pending state policy to be quickly amended, set for a hearing and advance through a considerable amount of the legislative process all before City Council would have an opportunity to place an item on the agenda, publicly review and recommend action.

A legislative policy simply establishes a formal process on the timing and manner in which the City will engage on legislation that falls within the scope of the approved legislative platform. In conjunction with an approved legislative platform, a legislative policy allows the City to quickly engage on these state policies that often move quickly. It is common practice for municipalities across the state to have an established (combined) platform and policy to allow for the most effective engagement on legislation that falls within the scope of the approved legislative platform. Accordingly, legislation that is inconsistent with or silent in the City's legislative platform may be placed on a public meeting agenda for consideration by the full City Council.

Recommendation 1: By motion, adopt the City of Foster City 2021 legislative platform and Policy, as drafted.

Recommendation 2: Suggest edits to legislative platform and policy at which time staff and RPPG will come back to City Council at a future date with revisions.

FISCAL IMPACT

There is no fiscal impact associated with this effort.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREAS

This action aligns with the City's vision/mission by taking efficient actions that enhance neighborhood livability and quality of place for current and future generations. Engaging and having a voice on legislation will promote the values and priorities outlined in the City's 2021 Strategic Priorities in all priority areas but most importantly "Smart Planning, Development and the Local Economy" and "Public Safety and Social Equity".

Attachments:

- Attachment 1 - Draft 2021 Legislative Platform and Policy



CITY OF FOSTER CITY

LEGISLATIVE PLATFORM

PURPOSE

Foster City's Legislative Platform confirms the City Council's position on current issues with the potential to directly or indirectly impact the City. The legislative platform is a guiding document that the city will continue to work with constituents, consultants, and elected representatives to promote and preserve the City's interest at the State level.

Each year, the City Council will consider modifying its platform by taking into consideration emerging and ongoing legislative trends, issues emerging locally that may require state policy reforms, Council's annual strategic priorities, or other factors deemed appropriate by the City to ensure its policy statements reflect the direction of the Council.

Below are the Guiding Principles and Policy Statements that will allow City staff to address legislative and regulatory issues in a timely manner, without precluding the consideration of additional legislative and budget issues that may arise during the legislative session.

GUIDING PRINCIPLES

- I. **STRATEGIC PRIORITIES**
Support measures that enhance the ability for Council to achieve its strategic priorities. Oppose legislation that seeks to undermine the ability for Council to enact its long-term mission and vision for the City of Foster City.
- II. **PRESERVE LOCAL CONTROL**
Preserve and protect the City's powers, duties, and prerogatives to enact local legislation and policy direction concerning local affairs, local land use and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.
- III. **PROMOTE FISCAL STABILITY**
Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State or Federal Governments and/or make cities more dependent on the County, State or Federal Governments for financial stability, such as unfunded mandates or mandated costs with no guarantee of local reimbursement or offsetting benefits.

IV. SUPPORT FUNDING OPPORTUNITIES

Support opportunities that allow the city to compete for its fair share of regional, state, and federal funding. Support funding for programs with combined benefits to air quality, water quality, affordable housing, public safety, public transit and public health.

LEGISLATIVE PLATFORM STATEMENTS

Administration, Human Resources and Risk Management

- Support maximum flexibility for local government in contracting and contract negotiations.
- Support legislation that promotes efforts to advance workplace diversity, equity and inclusion.
- Support legislation that facilitates the ability of local government to share resources to increase efficiencies and decrease costs, including local efforts to address regional management of fire services.
- Monitor and evaluate Proposition 13 and city and county tax apportionment proposals.
- Monitor and evaluate all proposals that include an unfunded mandate to local governments.
- Oppose any amendment to the redistribution of sales and use taxes which will affect the city and its ability to provide city services and thereby cause a negative fiscal impact.
- Support long term statutory solutions to adequately reimburse cities from the Vehicle License Fee (VLF) Swap of 2004 as well as short term, temporary adjustments.
- Oppose measures that reduce local control over employee relations issues or mandate new or enhanced local government employee benefits.
- Oppose measures that impose compulsory and binding arbitration with respect to employees.
- Support efforts to maintain fiscal solvency with respect to unfunded pension and retiree healthcare liability. Support efforts that decrease local costs.

Governmental Transparency and Public Access

- Support legislation that balances increased public trust, confidence and access to public meetings while realizing the fiscal and operational constraints of local government.
- Support legislation that would increase civic participation and engagement including the continued allowance of legislative subcommittees, advisory committees, and commissions to participate virtually (post COVID-19 state of emergency) without physical location posting requirements under the Ralph M.

Brown Act.

- Support legislation that would permit a minority amount of virtual council member participate without physical location posting, so long as a physical in-person quorum is present.
- Support state funding efforts to assist with enhanced public access for members of the community.
- Oppose legislation that would incentivize increased litigation by removing safe harbor provisions permitted in the California Voting Rights Act (CVRA).
- Oppose legislation that drive up the cost of municipal elections through unnecessary new requirements.
- Support legislation that would permit the City to provide electronic copies of documents to satisfy requirements in the California Public Records Act.
- Monitor and evaluate proposals that create new mandates under the California Public Records Act without state reimbursement provisions.
- Monitor and evaluate proposals that requires a one-size-fits-all to local retention policies.

Economic Development

- Support international, statewide, regional and local efforts to attract, retain and provide resources for current and future technology based, commercial and industrial businesses.
- Support efforts to provide funding mechanisms for economic development tools including infrastructure investment, housing, and economic development.
- Support policies and programs that encourage working with other cities, counties, and government agencies to jointly leverage resources and assets to create and strengthen economic clusters within the region.
- Support policies, projects, programs, and regulations for diversifying Foster City's primary economic base and facilitating investment that will result in maintaining or growing local jobs and creating an environment that is attractive to current and emerging industries.
- Support economic development initiatives that preserve and enhance a positive business climate and maintain and grow the business tax base.
- Maintain an equitable program for the continued disbursement of sales and use taxes which reflect local impacts on various communities.

Environment

- Support legislation that provides funding opportunities focused on coordinating sustainable planning practices in the areas of environment, transportation, housing, and economic development.

- Support legislation that collectively and collaboratively mitigates the effects of sea level rise.

Air Quality

- Support continued funding and incentives to local agencies to work together to improve air quality through the reduction of greenhouse gas emissions, use of clean energy and advancing economic and technical developments.
- Oppose any policy or guidelines of the California Air Resources Board, or any other agency, that limits local discretion of mixed-use development projects near multi-modal transportation centers.
- Support policies, guidelines, incentives, and funding for programs with combined benefits to air quality, water quality, housing, infrastructure (including multi-modal transportation systems) and public health.

Natural Hazards

- Support programs which provide funding to hazard mitigation projects, such as flood protection measures, including those identified in a FEMA-approved Local Hazard Mitigation Plan.
- Support funding of state efforts to update and prepare earthquake hazard mapping.

Solid Waste and Recycling

- Support measures that maintain and enhance local authority and economic flexibility to regulate solid waste and recyclables.
- Support measures that promote procurement and market development of recyclable and recycled materials.
- Support legislation that facilitates development of local and regional recycling and composting facilities.

Water Quality and Water Supply

- Support and monitor legislation that would increase the availability of, and funding for, water conservation, water reuse technologies, water recycling, local water storage and other water supply technologies.
- Support the enhancement of a reliable and sustainable water supply for California.
- Support measures to increase water supply and improve water quality in the region, including drought relief legislation.
- Support funding opportunities that are provided to local jurisdictions through past and future bond opportunities.
- Support legislation or regulatory efforts that reflects the realities of persistent drought conditions and impacts associated with reduced water supply including meeting state mandated regional housing needs assessment (RHNA) targets and

other housing mandates.

- Oppose new fees on water that does not benefit ratepayers.

California Environmental Quality Act (CEQA)

- Support all efforts to create efficiencies within CEQA and support local discretion and planning efforts to limit delays.
- Support legislation that prevents CEQA lawsuits from being filed for any reason other than a bonafide environmental impact.
- Support legislation that streamlines federal and state environmental review processes and limits court reviews of environmental documentation.

Land Use Planning and Housing

- Support efforts to strengthen the legal and fiscal capability of local agencies to prepare, adopt and implement plans for orderly growth, development, beautification and conservation of local planning areas.
- Support housing measures that promote the preservation of existing affordable housing and the development and enhancement of safe and affordable housing and accessible housing within the City for all economic segments of the population, while still preserving local control.
- Support funding opportunities that are provided to local jurisdictions through statewide bond efforts.
- Oppose measures to withhold funding dedicated to transportation funding unless proposed housing goals are being met.
- Oppose measures which would undermine established general plan, zoning and housing documents.
- Oppose measures which undermine the planning vision of local government and contradict the expectations of our community, which includes projects mitigation their impacts.
- Support measures which support meeting the State's planning goals while maintaining local control, ensuring communities evolve in a manner that reflects the will of the residents and protects the public's health, safety, and welfare.

Homelessness

- Support efforts to increase funding for the development of permanent supportive housing, including resources to finance the development of new units and resources to provide long term sustainability for supportive services.
- Support efforts to increase Federal and State funding to prevent and reduce homelessness in San Mateo County.
- Support funding and legislation that provides resources for local agencies to provide referral services for persons experiencing homelessness.

- Support measures that provide resources to address the mental health needs of persons experiencing homelessness.

Libraries

- Support full funding of the Public Library fund and other local public library programs.
- Support legislation that preserves library patron privacy.

Energy

- Support legislation that promotes the development and long-term sustainability of locally run Community Choice Aggregators (CCA).
- Support legislation that promotes ratepayer equity between CCA's and other public and private electrical utilities.
- Oppose legislative attempts that shift wildfire costs associated with investor owned utility-caused events to the city and its residents.

Parks and Recreation

- Support legislation and funding opportunities (e.g. federal and state park grant funds, conservancy grant funds, project mitigation funds, etc.) that helps cities build better, stronger communities by providing funding to improve air, water, parks, open space, natural resources, historic preservation, the arts and cultural resources.
- Promote local agency control over policies that recognize the benefits of parks and recreation facilities.
- Oppose efforts that erode funding for vital regional and community services that negatively impact Californian's access to parks, open space, bike lanes, after school programming, youth services, senior services, food programs, facilities that promote physical activity, protect natural resources, and strengthen safety and security.

Public Safety/Police

- Support legislation that strengthens community-oriented public safety policies.
- Support legislation that would increase accountability and transparency and law enforcement agencies and personnel.
- Support legislation that strengthens local law enforcement.
- Support legislation that strengthens penalties for repeat drug and property crime offenders.
- Monitor legislation on implementation of best practices regarding law enforcement procedures.
- Support measures that protect children and youth from exposure to tobacco and

tobacco related projects such as e-cigarettes.

Fire and Emergency Medical Services

- Support local control of emergency medical services and ambulance services, including pre-hospital care and transport.
- Support local determination of adequate staffing based on data and analytics.

Cannabis

- Oppose legislation seeking to undermine a locally adopted ordinance pertaining to the regulation, land use, and enforcement authority of medical and adult-use cannabis.

Transportation

- Support legislation that would increase funding for local transportation projects including road resurfacing projects, green infrastructure projects, local transit projects, adding bicycle lanes, sidewalks and trails throughout the city where appropriate, programs that facilitate development-oriented transit and transit-oriented development and enhancing pedestrian safety.
- Support increased State and Federal funding of transportation improvements with regional or sub-regional benefits for all modes of transportation.
- Support protection of dedicated transportation-related tax revenues and enhance the ability of local agencies to finance local transportation programs and facilities.
- Support joint planning efforts and projects with Foster City's border cities on traffic congestion relief projects.

Public Works and Utilities

- Support legislation that preserves net neutrality.
- Support funding for broadband middle and last mile expenditures.
- Oppose measure that undermine local decision making in installation of broadband services.



LEGISLATIVE POLICY

The intent of the legislative policy is to codify a process to allow the City to have quick and sustained engagement on legislative issues important to the City.

The City Manager will identify and inform Council on proposed legislation and other policy related matters that may have a direct and significant impact on the city's fiscal, operational, and environmental health, and the overall quality of life enjoyed by Foster City residents and other stakeholders. This policy is not intended to limit the prerogative of individual Councilmembers from expressing their individual support for or opposition to any Local measure, or State proposition, State or Federal legislation, or grassroots advocacy actions. However, in doing so, the member should clearly state that they are speaking for themselves, not on behalf of the Council or the City.

Position Adoption

In consultation with the Mayor, the City Manager shall be permitted to exercise discretion to adopt a formal legislative position without taking items to the full council so long as that the proposed position is in accordance with the City Councils adopted legislative platform.

In the case where a pending state legislative proposal falls outside of the scope of the approved legislative platform, that item will be placed on a future council agenda for review and consideration by the full council.

Legislative Positions

The City's legislative positions, as further defined below, may be supported with additional advocacy efforts, including but not limited to:

- Position letters, including updating said letters as legislation is amended and/ or advances through the process, fact sheets, and other legislative advocacy support materials.
- Preparing staff and councilmember testimony to legislative committees and other legislative and regulatory bodies; and
- In person meetings and phone calls with members of legislative and regulatory agencies.

Possible position that can be adopted on legislation include:

- **Support** – A support position indicates to the legislature, regulatory agencies, and other stakeholders, that Foster City is in favor of the legislation in question.
- **Support if Amended** – A support if amended position indicates to the corresponding legislature, regulatory agencies, and other stakeholders, that Foster City is in favor of the legislation in question, if the requested changes are adopted.
- **Oppose** – An oppose position indicates to the legislature, regulatory agency, and other stakeholders that Foster City is against the legislation in question.
- **Oppose Unless Amended** – An oppose unless amended position indicates to the legislature, regulatory agencies, and other stakeholders, that Foster City is against the legislation in question, unless the requested changes are adopted.
- **Neutral** – A neutral position indicates to the corresponding legislature, regulatory agencies, and other stakeholders, that Foster City is impartial on the legislation in question and does not wish to take a position or has formally removed their prior adopted position due to changes being made to the legislation or proposal (e.g., a bill that the city had an “oppose unless amended” position on was amended to address concerns, therefore the City is formally withdrawing its opposition and moving to a “Neutral” position).
- **Watch** – A watch is traditionally an internal position which indicates the City of Foster City is monitoring the legislation. Should the bill be amended the City reserves its right to adopt a position as indicated above.

Council Communication

In order to ensure that the full Council is apprised of the City’s position, the City Manager shall notify the Council of an adopted legislative position. Furthermore, the City’s legislative consultant and/or staff shall provide biweekly state legislative tracking documents outlining priority legislation, status, and the City’s position if one has been adopted. The City’s legislative consultant and/or City staff shall provide detailed periodic written updates to the full Council during key state legislative deadlines throughout each year.

Upon request of the Council the City’s legislative consultant can be asked to provide formal legislative updates to the full council during a regular scheduled council meeting.



DATE: August 2, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Dante Hall, Acting Public Works Director

SUBJECT: DISCUSSION REGARDING ENGAGEMENT PROCESS FOR PARKS
SYSTEM IMPROVEMENT PLAN AND RECREATION CENTER
REPLACEMENT PLAN

RECOMMENDATION

It is recommended that the City Council, by Minute Order, receive the report on the Parks System Improvement Plan and Recreation Center Replacement Plan, and provide further direction.

EXECUTIVE SUMMARY

This report is intended to provide City Council with two updates. First, staff is proposing a plan for community engagement which will inform a CIP focused on improving our existing parks system. Second, staff is proposing a plan to engage the community with the goal of validating the existing Recreation Center plans and presenting a revised funding option based on more current financial assessment and potential partnerships.

On June 7, 2021, and June 9, 2021, respectively, the City Council received reports from staff on the status of the Recreation Center Replacement Project and the Park System Improvement Plan. Both initiatives began a few years ago with the assistance of consultants. Both plans had not been completed. Given the amount of time passed since the City assessed its park amenities and the likely shift in how recreational programs and space may be provided and utilized in a post-COVID environment, City Council directed staff to work with the Parks and Recreation Committee (PRC) to provide input on a community engagement strategy and a survey tool to validate the assumptions made by the consultants about future Recreation Center and park system needs. This report outlines a community engagement

strategy for validating current and future infrastructure and recreation needs in our parks as well as validating needs for a new Recreation Center. The results of the surveys and engagement will inform the creation of a CIP that will be included as part of the FY 2022-2023 budget for the parks system and validate the plans proposed for the Recreation Center.

In addition, this report also provides an update on the various financing strategies for replacing the Recreation Center. The strategies include a combination of City-controlled resources (such as the General Fund and Capital Asset Acquisition and Replacement Funds), new revenue sources (such as new taxes and fees), and borrowed funding (such as debt from bond sales of self-financed alternatives). Part of our efforts going forward are proposed to be to pursue opportunities for partnerships and collaborations with corporate partners as well as the local School Districts. Staff provides this information for City Council discussion and general direction.

BACKGROUND

Recreation Center Plan - City planning around a new Recreation Center began in 2016 when RJM Design Group collaborated with City staff to gather community input, provide an assessment of the current recreation programming capabilities, and study the effectiveness of the existing Foster City Recreation Center to provide adequate space for current and future recreation programs. The community engagement tools used included stakeholder interviews, focus group meetings, an internet survey, and a community workshop meeting. A report on the findings of this outreach was completed and presented to the City Council on February 21, 2017 (the full report can be found [here](#)). Data from this outreach phase was used in the development of the Recreation Center Conceptual Designs by Burks Toma Architects.

On June 7, 2021, the City Council directed staff to validate that the space and programming needs identified in 2016 and 2017 are still applicable today and return to the City Council to discuss next steps. City Council also made it clear that they did not want to start from scratch and instead they wanted to validate the recommendations and, in addition, pursue corporate and School District partnerships if possible.

Park System Improvement Plan – The planning effort around the Foster City park system began in the fall of 2018 when the City hired Placeworks to assess our current parks system and develop a long-term vision and strategy to meet the needs of our increasingly diverse population for the foreseeable future. The Placeworks contract initially produced a comprehensive assessment of City parks, and a community survey was distributed to determine any unmet needs. The agreement with Placeworks included public outreach to be conducted in a few phases consisting of soliciting input from City staff, stakeholder groups, and community members through online engagement, community and pop-up events, workshops, and other opportunities for public involvement. However, the Placeworks contract was terminated in the spring of 2019 before several of the planned public engagement tasks were completed.

On June 9, 2021, the City Council discussed the benefit of developing a comprehensive plan for our park system versus identifying key amenities within our park system to be replaced or improved in the next 10 to 15 years and developing a financing strategy to pay for those improvements over time. City Council directed staff to develop a community engagement strategy and survey tool, and solicit comments and suggestions from the PRC on the outreach strategy before returning to the City Council for further direction. City Council directed staff to leverage the work that had already been done and to identify the amenities that were missing, needed enhancing and needed replacing/refurbishing. This collection of feedback was to be prioritized into a CIP, priced, validated by staff, and incorporated into the FY 2022-2023 budget for review and ultimate approval by the City Council.

ANALYSIS

The planning processes for the Park System Improvement Plan and the Recreation Center Replacement Project incorporate the same elements, such as a current evaluation of recreational amenities, an assessment of future programmatic and space needs for recreation activities, a prioritized project list with cost estimates, and a financing plan to pay for the improvements. Some of this work has already been completed by staff and consultants as part of previous planning efforts. Chart 1 below summarizes a plan for validating existing data and engaging community stakeholders about future needs.

In the case of the Park System Improvement Planning, Placeworks completed all of the interviews and engagement with Parks staff to survey the existing parks to identify areas of needed improvement. This step is still necessary with the recreation staff since many of the parks are programmed with recreation staff. What was not completed was the community engagement. Therefore, staff is proposing a robust communication strategy that will capture the current and unmet needs of our park users, both in and outside the City. In addition, we will conduct table-top surveys at events held in park facilities to engage with actual users. All this information will be used along with the survey of the existing park amenities to propose a park system list of improvements that will be vetted, priced and incorporated into a CIP and ultimately brought to the City Council for review and approval. The PRC will be consulted for their recommendations that will be used to advise the City Council to seek ultimate approval as part of the FY 2022-2023 budget.

In the case of the Recreation Center Replacement Project, like the park system improvement planning, staff intends to engage recreation staff to identify programming and space needs. However, as part of the work with RJM Design Group, many elements of community engagement were already completed and only need to be validated. Therefore, it is recommended that recreation staff validate the recommendations through focused engagement efforts with a community wide survey. In addition, we will conduct table-top surveys at events held at the Recreation Center to engage with actual users. We are also anticipating adding a component of engagement with our corporate partners as well as with

the School Districts to find opportunities for collaboration and potential funding. The results will ultimately be used to validate the design.

Chart 1: Community Engagement Elements

COMMUNITY ENGAGEMENT ELEMENTS FOR PARKS & RECREATION CENTER	
Task/Element	Description
STAFF FOCUS GROUPS (Parks System Improvement & Recreation Center Replacement)	Seek current input from staff knowledge about existing infrastructure, programming, facility management and maintenance, budgets, as well as an understanding of existing and anticipated community needs. This includes, but is not limited to, staff from Recreation, Parks and Public Works.
COMMUNITY SURVEYS (Parks System Improvement & Recreation Center Replacement)	Distribute two separate online surveys to seek current input on future programmatic and space needs for a new Recreation Center and a separate survey for park system improvements. Both surveys will seek to solicit responses from frequent park and Recreation Center user personas. Personas for park users will include groups such as parents of young children, passive users, adult sports, sports leagues, etc. Personas for Recreation Center users will include groups such as seniors, private events, conference and business meeting organizers.
POP UP TABLETOP SURVEYS (Parks System Improvement & Recreation Center Replacement)	For both Park system improvement and the Recreation Center replacement, conduct surveys of users during events at both the Recreation Center and park system. The surveys will be part of the community engagement effort.
COMMUNITY WORKSHOPS (Parks System Improvement)	Seek current input from the public on the vision for the park systems, as well as the identification of priorities and key issues of concern for current and unmet needs.
CORPORATE ENGAGEMENT (Recreation Center Replacement Only)	Engage business community partnership opportunities
SCHOOL DISTRICT	Engage the School Districts about partnership opportunities

ENGAGEMENT (Recreation Center Replacement Only)	
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Comments from PRC regarding Survey Questions – In general, the PRC supported the proposed survey questions proposed by staff. The following bullet points highlight some of the committee comments.

- Consider the most sophisticated approach in gathering data. For example, multiple surveys for a greater response rate overall.
- Consider the feasibility of focusing not simply on planning around the existing Recreation Center, but rather multiple facilities.
- Consider questions surrounding the frequency and type of use of the lagoon.
- Consider questions related to accessibility and potential needs of seniors and disabled, stating that it was important to include a gathering space for seniors, and mentioned the importance that any new Recreation Center be ADA compliant.
- Consider using the survey to explore other amenities, besides traditional parks and recreation centers uses, such as gyms, golf courses, theaters, etc.
- The types of programs, the type of facilities, what kinds of spaces are needed are all inter-related questions, and knowing what is available is important

Staff has incorporated many of the suggestions into the final survey questions. A full copy of the meeting minutes has been attached (Attachment 1). The final survey may vary slightly after we engage with Zencity to ensure the survey is balanced and neutral in its approach.

Recommended Survey Questions – In consultation with the PRC, staff has developed two separate survey questionnaires to confirm future recreation needs. The surveys will build on those responses received in previous planning efforts and help capture public sentiment and comments about recreational amenities right now, instead of issues they had pre-COVID. One set of survey questions is devoted to the parks system planning effort, and the other set of questions is devoted to assessing future needs for the Recreation Center and can be found on Attachments 2 and 3.

Community Engagement Schedule – Staff believes all elements of the community engagement process for the Parks System Improvement Plan and the Recreation Center Replacement Plan can be implemented before the end of the current calendar year.

Attachment 4 – the Community Engagement Schedule provides details of each of the tasks and targeted completion dates. Based on the schedule presented, staff will be able to build out the scope of work to begin the design of a new Recreation Center and prioritize future park improvements starting with the FY 2022-2023 budget.

Funding Plan - Attachment 5 – Staff revised and updated the last funding options worksheet that came to the City Council in 2019 to provide an updated breakdown of several options to finance the replacement of the Recreation Center in categories that range from existing City funding to new revenue sources and bond funding. These options can be used by the City Council in a number of viable combinations, depending upon the City Council's assessment of the costs, limitations, risks, and parameters of each funding type. Funding for improvements to the park system can be prioritized and incorporated into the capital project budget on a pay as you go basis.

FISCAL IMPACT

Staff understanding of City Council direction at the June 7 and 9 meetings was to leverage work that was already done and not enter into a comprehensive contract to complete either of these tasks. Instead, staff was to do the work in house and supplement, as needed, those elements that staff did not have the necessary expertise or tools to complete. In keeping with that direction, staff will be using some limited engagements of professional facilitators that will conduct the town hall meetings and compile reports. Although staff has not received cost proposals, we anticipate the cost for the community engagement event to be well within the City Manager's signing authority. In addition, staff is anticipating the use of Zencity for a statistically accurate survey based on personas for both the park system and Recreation Center. The two surveys are estimated to cost \$30,000 and will include a complete report for incorporation into future work. The costs for the assistance with community meeting facilitation and survey distribution are already included in the adopted budget. No additional allocation of funds is needed.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item directly relates to City Council's "Facilities and Infrastructure" Value/Priority Area which prioritizes maintaining, "a standard of excellence with regards to infrastructure, including ... City facilities to preserve and enhance quality of life for future generations." Depending upon the solutions pursued, it could also further City Council's "Innovation and Sustainability" Value/Priority Area to "Continue to lead in employing modern solutions to current day problems with a focus on and consideration of climate change" and "Public Safety and Social Equity" Priority Area to "Continue to promote diversity and inclusive policies within the City organization and seek social equity in all City policies including public safety."

Attachments:

- Attachment 1 - Meeting Minutes from the July 13, 2021 Foster City PRC Meeting
- Attachment 2 - Recommended Survey Questions for the Parks System Improvement Plan
- Attachment 3 - Recommended Survey Questions for the Recreation Center Replacement Plan
- Attachment 4 - Community Engagement Schedule
- Attachment 5 - Funding Options for the Replacement of the Recreation Center



FOSTER CITY PARKS AND RECREATION COMMITTEE

REGULAR MEETING

CITY OF FOSTER CITY

TUESDAY, JULY 13, 2021

MINUTES BELOW CORRESPOND WITH AGENDA

1 CALL TO ORDER

Committee Chair Duncan called the meeting to order at 6:32pm.

2 PLEDGE OF ALLEGIANCE

Committee Member Eric Corpuz led the pledge of allegiance.

3 ROLL CALL

Committee members Fred Baer, Eric Corpuz, Doris Duncan, Stacy Jimenez, Raj Tiwari and Yvonne Ryzak were present via teleconference.

Additional attendees: Richa Awasthi, Vice-Mayor; City Manager Peter Pirnejad; Dante Hall, Acting Public Works Director; Members of the Foster City Staff Rob Lasky, Frank Fanara, and Tiffany Oren were also in attendance via teleconference.

4 PUBLIC

Nilofer Motiwala, representative of "Team Up to Clean Up" made a presentation about the group's mission. She wanted to brainstorm with the Parks and Recreation Committee in order to encourage the community to change their mindset regarding clean ups throughout the city, particularly focusing on how to get residents to be active participants to clean up our city.

Committee Chair Doris Duncan suggested that staff make suggestions as to how to proceed.

Acting Public Works Director Dante Hall mentioned that city crews do go out to do the work when available and expressed gratitude for citizens who lead the charge to clean up our city. He stated he would look into a community wide clean up.

Committee Member Corpuz mentioned he had previously met with Ms. Milofer and expressed gratitude on behalf of everyone in Foster City for the group's efforts. He is not sure of next steps, but would be in support of investigating further.

Committee Member Jimenez expressed interest in a quarterly city-wide clean up , stating she had participated in several clean ups and was surprised by the amounts and types of trash found throughout the city.

Ms. Motiwala responded that the group hopes to change the mindset from occasional clean up efforts to a continuous awareness and personal responsibility surrounding clean ups.

Vice Mayor Awasthi requested the staff form action items in order to follow up.

Acting Public Works Director Hall confirmed he would look into resources and firm up action plans at the next meeting of the Parks and Recreation Committee.

5 APPROVAL OF MINUTES

Motion to approve the minutes of June 1,, 2021 was made by Committee Member Fred Baer, seconded by Committee Member Jimenez.

Vote 5-0 in favor of approving minutes. Mr. Tiwari abstaining.

6 OLD BUSINESS

6.1. None

7 NEW BUSINESS

7.1. Park System Master Plan and Recreation Center Master Plan Update and Proposed Content for Community Survey Tool

Acting Public Works Director Hall provided a brief update regarding the Park System Master Plan and Recreation Master Plan Surveys . The city council met previously to discuss this item on June 7th and 9th and discussed hiring a consultant to finish up on some of the work. The council wished to reserve that decision in order to validate the assumptions made by the consultant, with a desire as well to look at future park needs before returning for next steps.

Staff developed a survey tool to get to the heart of what is needed. Today's objective is to seek guidance on the survey tool subject areas/questions from the Committee.

The Parks System Master Plan and Recreation Master Plan topics will be addressed together. Staff will then take Committee recommendations back to the council for their consideration. Tonight's discussion is a first of many discussions that will guide City Council and staff regarding what to do next.

Staff began the process by taking a look at questions that had been used in a prior survey, and examined them with an eye as to what needs to occur in order to validate these questions moving forward. Staff then identified some questions related to these validation areas.

One of these is validation of community characteristics. The change in population may drive the types of programming offered and the need to ensure inclusivity and accessibility. In addition, staff needs to reconfirm what people continue to value most in the parks, facilities and programming. The impacts of Covid should also be considered. Also, are there service gaps or unmet needs that need to be addressed? Council made it a point to tell us they would like comparison with other communities.

First to discuss would be types of data to capture in terms of age, diversity, multicultural preferences - the demographics you typically see at the end of surveys. The question of whether there are other types of data, for example age, race, ethnicity, etc that should be captured on a survey to assist as we anticipated shifts should be discussed.

Committee Member Tiwari recommended to staff that they consider the most sophisticated approach in gathering data. Staff may want to consider looking at having a set of surveys that each address a particular area. When you increase the number of questions in a survey, the response rate tapers off. For example, by presenting 10 different surveys, each to a focused group of individuals, you increase the number of questions and thus have a greater response rate overall. He also requested the budget amount in terms of community engagement, suggesting that there be some sort of incentive to encourage response rates.

Acting Public Works Director Hall responded that the plan for community engagement was broad for the last survey. The council has asked staff to complete the survey validation first, and then look to identify what engagement looks like for the future. This could include community meetings, social media posting, and tables at events.

Committee Member Baer thanked Committee Member Tiwari for his remarks and welcomed him to the committee. He went on to thank Acting Public Works Director Hall for his executive summary. He suggested that given the time lapse from the last survey, much has changed. For example, there is the issue of land use and future of the golf course that may be designated as a potential housing site. If that site is removed from use as a recreational area, that may impact the use of other areas, such as Leo Ryan Park. If a survey includes Mariner's Point, this may affect the Council's decision to proceed or not to proceed with the proposal of housing at that site.

Committee Chair Duncan questioned when 2020 census results would be made available as this would assist and drive data surrounding demographics.

City Manager Pirnejad stated that they are coming soon, and confirmed that any survey tool would be statistically valid. The tool would identify a cross section of the community and ensure collection of data from respondents that mimics the city's profile. The proposed survey tool would survey and collect data through artificial intelligence. It is important to understand that the survey tool will provide data that informs and is statistically valid.

While the golf course is an important topic, at this juncture, the committee should focus on determining if the questions asked in 2019 regarding the actual use of the current recreation center, its future design, and use and needs of the community as they relate to the parks are still valid.

Acting Public Works Director Hall discussed the survey format, stating some questions were to be open ended while others multiple choice. The key focus was to discover what people value most and what amenities are important. The survey answers will then drive future planning and inform staff what areas should be invested in for upkeep. In terms of the recreation center, the survey will need to address programming, both in types of programming and frequency. How often do people come in, and what they do when they are at the recreation center. This will further enable planning.

City Manager Pirnejad mentioned that while much of these issues were addressed in the prior survey, there was not enough participation, and with the new proposed tool, better representation should be obtained. The new survey will also address alternative facilities that people utilize - not simply what is existing .

Committee member Baer asked about the feasibility of focusing not simply on planning around the existing recreation center, but rather multiple facilities.

City Manager Pirnejad responded by stating that staff is trying to focus on validation only to leverage the work and to see what has changed. The Council is not ready to undertake new facilities.

Vice Mayor Awasthi suggested the ideas mentioned today be brought to the City Council so all five members can discuss. As to golf course discussions as they pertain to the survey, she suggested waiting for the City Council Special Meeting on July 14th, at which time the issue will be discussed.

Committee member Jimenez suggested questions surrounding the frequency and type of use of the lagoon be included in the survey.

Committee member Corpuz seconded the inclusion of use of the lagoon system. He felt it is important to understand the impact of that amenity. He went on to emphasize the need to have proper sample size for the survey, suggesting including non-residents, specifically those employers such as Visa, Gilead, Illumina, etc.

City Manager Pirnejad responded by stating that would be a difficult task, but mentioned the Chamber of Commerce would be engaged . The survey is just the tip of engagement process, and there will be waves of engagement at later stages of development.

Committee Chair Duncan addressed the question of accessibility and potential needs of seniors and disabled, stating that it was important to include a gathering space for seniors, and mentioned the importance that any new recreation center be ADA compliant .

Acting Director of Public Works Hall stressed the need for a survey to discover how Covid may have changed the needs and uses of a recreation center. Also important is to discover what is needed in a new recreation center in terms of programming availability and space. Additionally, are there any needs

not currently being met? Are there things people want that they are not able to take advantage of with the current recreation center?

Committee Member Jimenez and Committee Member Corpuz again stressed lagoon activities.

Committee member Tiwari suggested that Baywinds Park be included as an amenity when discussing use of parks. He also suggested the survey explore other amenities, besides parks and recreation centers that are used, such as gyms, golf courses, theaters, etc.

Acting Director of Public Works Hall suggested that the survey was primarily going to concentrate on parks and recreation center uses.

Committee Member Corpuz suggested the survey explore complementary uses that the public might like to see, for example food concessions. Committee Member Duncan added beer garden, cafe, restaurant, or theater as options.

Committee Member Duncan also requested that those who completed the original survey in 2016 be contacted if possible. She suggested using original questions in addition to new questions surrounding changes since Covid , and in so doing you would have a baseline using the original responses, and this might allow for the staff to see what has changed in terms of park and/or recreation amenities and what is now needed, for example what indoor versus outdoor uses and types of classes may now be needed versus what was suggested previously.

Committee member Baer stated that the types of programs, the type of facilities, what kinds of spaces are needed are all inter-related questions, and knowing what is available is important.

Acting Director of Public Works Hall stated that they would validate everything and take everything in "bite size chunks" so as not to spend more energy than necessary. He then sought guidance from the committee regarding other recommendations for ways to engage the community and what tools might be used to do so. He also recognized a comment from the public requesting community gardens.

Committee member Jimenez added inclusion of types of landscaping be addressed in the survey.

City Manager Pirnejad stated that the tool to be used, "Zen City" would conduct the survey using artificial intelligence. The survey would target certain profiles, remove bias, and match demographic with other data collection.

In response to a question from Committee Chair Duncan, City Manager Pirnejad discussed how data collection would be distributed. Data would be presented in representative samples, and would take into account the fact one segment of the population might respond with a higher rate than another. The data could be shown both ways: total raw data as well as representative data. He mentioned the possibility of inviting the representatives of the software company to give a presentation at a future meeting.

Committee Member Ryzak mentioned that the Parks and Recreation Department should have a database containing contact information for all of its users, and while it may not match the general demographic, it is a good base to reach out to those who do use the recreation center on a regular basis.

Committee Chair Duncan confirmed importance of getting a large cross section of the community.

Acting Director of Public Works Hall concluded the discussion by stating that staff would be returning to Council on August 2nd with its initial report.

8 DIRECTOR REPORT

8.1. General Updates

Staff Member Oren gave a report on community events held since the last meeting:

- 4th of July
- Kite Day
- Sand Castle Contest
- Off the Grid Food Trucks
- Adult softball and bocce leagues have also begun

Upcoming events include:

- Outdoor concerts: first concert is upcoming and 2/3 sold out, however changes will be made to the format based on community concerns over fencing - City Manager Pirnejad mentioned a press release would be forthcoming. The concert format was designed pre-June 15th notice and at the time followed current CDC guidelines. Like other cities, the staff is ready to pivot and the format will be changed to address community feedback.
- DIY Ice Cream (sold out).

Committee Member Corpuz thanked staff for its responsiveness.

8.2. Subcommittee Updates

8.2.1 Engagement Sub-committee:

Committee Member Duncan gave a report on the Community Engagement Subcommittee. Discussed were ways to get the word out regarding upcoming events and distribution of advertising posters.

Committee Member Corpuz mentioned his distribution of posters at Pilgrim Triton; Committee Member Jimenez has distributed posters to business in the Edgewater Plaza Shopping Center. Committee Chair Duncan has distributed them to businesses in Foster Square.. Other suggestions would include Marlin Cove, and Beach Park Plaza.

8.2.2 Economic engagement subcommittee:

Committee Member Ryzak expressed that if a meeting were to be called, there would not be adequate knowledge of what to address without staff guidance.

8.2.3 Facilities Sub-committee:

Acting Public Works Director Hall mentioned that the subcommittees would be engaged in upcoming months as needed for facility reviews and assessments before making a presentation to council, among other issues and would be called when needed. That said, staff does not want to limit when subcommittees can meet. Staff would be available to assist.

Committee Member Baer addressed the Brown Act issue, stating that three can meet at any time and staff does not need to be present.

Committee Chair Duncan confirmed sub-committee members:

- Facilities: Committee members Baer, Ryzak, and Delmonico
- Economic Development: Committee Members Baer, Corpuz and Tiwari
- Community Engagement: Committee Members Duncan, Jimenez, and Corpuz

9 COMMITTEE AND COUNCIL MEMBER COMMENTS

Committee Member Ryzak brought to staff's attention a concern from the Whaler's Island Homeowner's Association regarding continued inability to dock at Edgewater Shopping Center, even though it appears that the dock has been completed. Residents would like city help to convince the landlord to make the shops and restaurants of Edgewater Shopping Center open to boats. Acting Public Works Director Hall stated he would look into it.

Committee Member Corpuz welcomed new Committee Member Tiwari to the Committee and thanked him for his willingness to contribute and serve. He also thanked staff member Oren and staff for their recent work on all of the events to date. He then requested clarification regarding the ability to meet in person at the next meeting.

City Manger Pirnejad stated that a hybrid meeting would be possible and he would look into reserving space.

Committee Member Baer endorsed meeting in person, but would not be here at the next meeting as he would be covering the Olympics in Tokyo, and would attempt to make the meeting over zoom.

Committee Chair Duncan requested clarification over recent discussions regarding the possibility that park spaces would be designated for alternative uses such as housing.

City Manger Pirnejad commented that this was misinformation.

Vice Mayor Awasthi suggested everyone attend the City Council Special meeting regarding land use discussion to be held 7/14. She clarified that council has not made any decision regarding alternative uses of park space or future locations of housing projects.

Committee member Ryzak questioned whether or not Mariner's Point would be discussed, as there has been quite a bit of conversation surrounding the identification of the golf course for housing.

Vice Mayor Awasthi attempted to clarify the misinformation, stating that when council met in February to identify city council goals as part of the "Vision and Policy Summit," it was decided that a discussion of the golf course was necessary to identify the highest and best use for the facility. In light of that, staff brought back a report to the June 9th City Council Special Meeting, suggesting two options based on the State's Surplus Lands Act. She admitted there were issues that could have been better addressed at the meeting, but due to staff needing input quickly, the council attempted to supply input based on what was brought forth. She mentioned that community input is critical, and very important.

She then went on to welcome Raj to the committee and is looking forward to great input. This is her first time this year to join, she thanked all members of the committee. She enjoyed today's meeting and enjoyed hearing ideas on the survey and community engagement. She has reached out to all committee members with an invitation to have an in person meeting or phone call to hear directly in an informal setting regarding what you are hearing from the community. She also thanked staff member Oren for providing a lot of information prior to the meeting on the format for the concerts, including researching other cities and rationales in terms of putting things for Foster City in place. She then went on to thank City Manager Pirnejad and staff member Oren for their ability to pivot and modify plans and listen to the community.

10 ADJOURNMENT

Motion to adjourn the meeting made by Committee Member Ryzak and seconded by Committee Chair Duncan at 8:17pm.

//Minutes Submitted by Committee Secretary Stacy Jimenez

Recommended Survey Questions
Parks System Plan
(General Public)

1. Foster City turned 50 in 2021! Foster City wants to make a comprehensive study of our entire parks system in order to make sure that our parks will remain relevant and attractive to the community for the next 50 years. How important is it to you that the City look forward in this way? (Scale of 1, not important to 5, very important).
2. What are the main reasons you and/or members of your household visit Foster City Parks?
(Check all that apply)
 - Attend events (concerts/festivals/activities)
 - Use playgrounds
 - Use athletic fields or courts
 - Walk or jog (including on the Levee Pedway)
 - Participate in recreation classes
 - Relax (picnic and leisure)
 - Use the bike path
 - Use the boat launch
3. How has your use of Foster City parks changed since the COVID-19 pandemic?
4. How often do you use a Foster City park?
 - Every day
 - Once a week
 - Every couple of weeks
 - Once a month
 - Every few months
 - Once a year
 - Never
5. How often do you use the Foster City Lagoon for recreation?
 - Every day
 - Once a week
 - Every couple of weeks
 - Once a month
 - Every few months
 - Once a year
 - Never
6. What recreational activities do you use the Foster City Lagoon to do?
 - Boating
 - Swimming
 - Kayaking
 - Canoeing
 - Other

7. Should the City explore additional water activities around the lagoon? If so, what type of activities would you like to see?
8. Are Foster City park amenities usually available when you want to use them? (yes/no/na choices for each amenity)
- Parks which contain primarily athletic facilities
 - Reservable Fields
 - Marsh and bird watching areas
 - Beaches
 - Boat Launching Facilities
 - Tot Lot/Play structure
 - Outdoor Amphitheater
 - Picnic Tables and Barbeques
 - Reservable Picnic Areas
 - Lawn Area
 - Bocce Court
 - Tennis Court
 - Pickleball Court
 - Volleyball Court
 - Skate Park
 - Baseball Diamond
 - Soccer Field
 - Basketball Court
 - Walking Tracks
 - Pocket Parks
 - Trails and paths (including Levee Pedway)
 - Other
9. Do you visit parks in nearby cities? If so, why?
- They are located conveniently to other destinations (workplace, school, family and friends, etc.)
 - They are more attractive/better maintained/safer
 - Open space
 - Athletic fields
 - Sports courts
 - Playgrounds
 - Gym
 - Other facilities/amenities or recreation programs that they offer (specify below)
 - Other
10. Do any of the following limit your ability to use City parks?
- Lack of time
 - Health limitations
 - Lack of ADA friendly conditions
 - Price for programming
 - Lack of Interest
 - Too far away/ difficult to access
 - Don't have the facilities/ programs that I desire

- No one to participate with
- N/A
- Other

11. Are there any accessibility needs we should consider in improving our park system?

12. Are there park amenities that are not currently offered that you would like to see?

- Themed parks and/or playgrounds (example: whale park)
- Nature Play
- Universal Playgrounds for all
- Boat Storage
- Sport court or field, like Cricket Field
- Life-long learning programs
- Interactive water features
- Outdoor Education programs
- Other

13. What is one space or activity that you would like to see added to one or more City Parks?

Recommended Survey Questions Recreation Center Plan (General Public)

1. Prior to the pandemic, how often did you use the Foster City Recreation Center?
 - Every day
 - Once a week
 - Every couple of weeks
 - Once a month
 - Every few months
 - Once a year
 - Never

2. Are Foster City Recreation Center programs and amenities usually available when you want to use them? (yes/no/na choices for each amenity)
 - Meeting Rooms
 - Recreation Center Rooms
 - Recreation Classes and Programs
 - Other

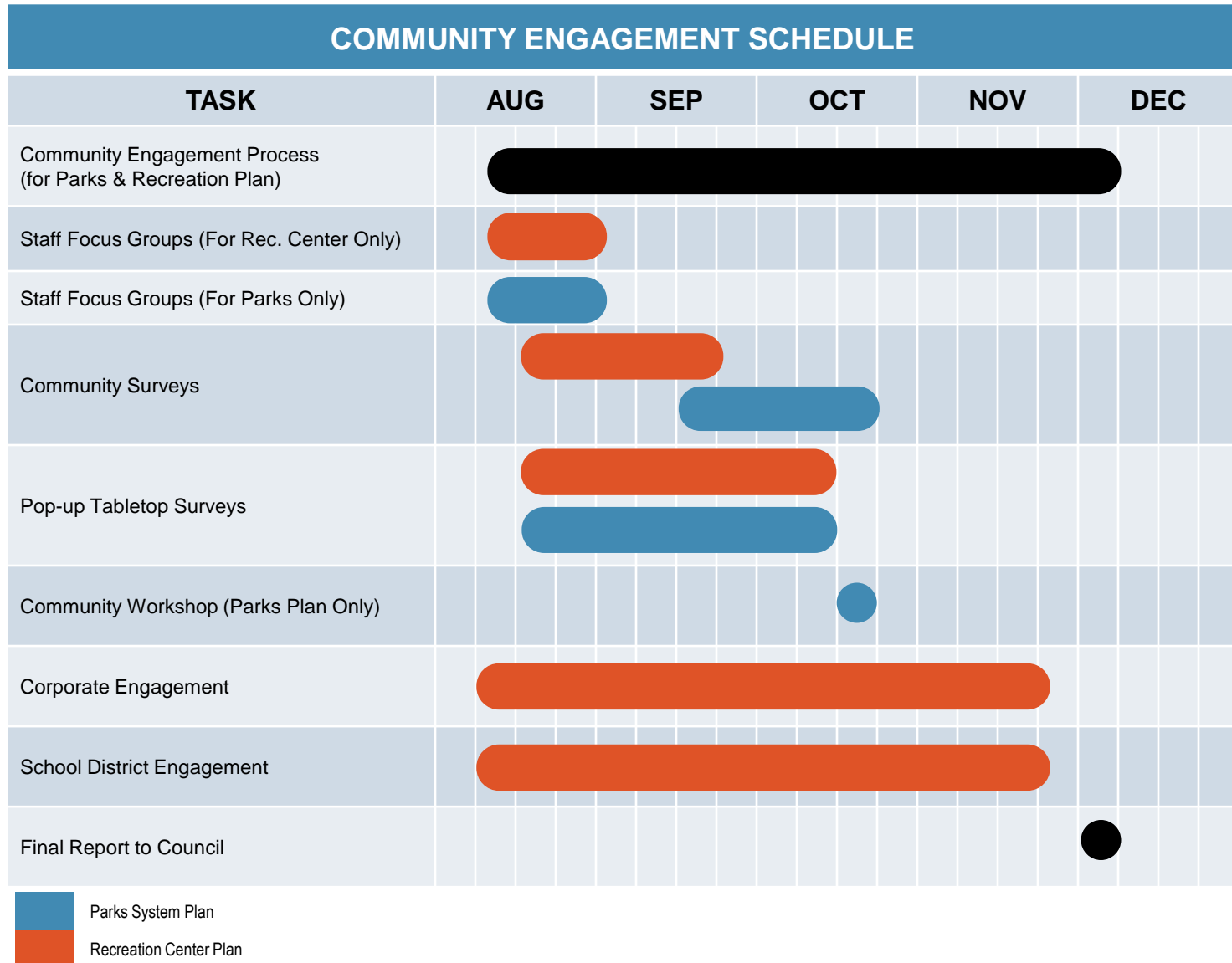
3. Do any of the following limit your ability to use the Foster City Recreation Center facilities?
 - Lack of time
 - Health limitations
 - Lack of ADA friendly conditions
 - Price for programming
 - Lack of Interest
 - Too far away/ difficult to access
 - Don't have the facilities/ programs that I desire
 - No one to participate with
 - Other

4. Do you visit recreation centers in nearby cities? If so, why?
 - They are located conveniently to other destinations (workplace, school, family and friends, etc.)
 - They are more attractive/better maintained/safer
 - Weight Room
 - Other facilities/amenities or recreation programs that they offer (specify below)

5. Are there recreation center programs or amenities that are not currently offered (or offered on a limited basis) that you would like to see?
 - Arts and Performance
 - After-school programs
 - Weddings
 - Dance programs

- Cultural events
 - Educational programs
 - Lagoon Access
 - Café
 - Preschool/Childcare
 - Teen Programs
 - Weight Room
 - Other
6. What are the main reasons you and/or members of your household visit the Foster City Recreation Center? (Check all that apply)
- Attend events (concerts/festivals/activities)
 - Rent rooms for my personal/family use
 - Meet socially with others
 - Participate in recreation classes or camps
 - Use the restroom facilities while visiting Leo Ryan Park
7. What is one feature, element, or design concept that you would suggest for the upgrade, expansion or rebuilding of the current Foster City recreation center?
- Larger Multipurpose Room
 - Outdoor Seating Area
 - Commercial kitchen
 - Ceramics / art studio
 - Restaurant Or Café
 - Other
8. Any new recreation facility must be ADA compliant, and should address the needs of the community, including seniors and the disabled. Are there any accessibility, special gathering space needs, or other programs we should consider in designing a new Recreation Center?

ATTACHMENT 4 – COMMUNITY ENGAGEMENT SCHEDULE



FUNDING OPTIONS FOR RECREATION CENTER

ASSUMPTION OF A \$50 MILLION PROJECT

SUBJECT TO REVISIONS AFTER ENGAGEMENT OF RECREATION STAFF, COMMUNITY, AN UPDATE OF CONCEPTUAL DESIGN OPTIONS, MUNICIPAL ADVISORS, BOND COUNSEL, AND THE CITY COUNCIL

PREPARED 7/23/21

			Financing Options				
Source	Money We Have (as of 5/31/21 unless otherwise indicated)	Potential Sources Voter Approved New Money (annual)	Scenario 1 Debt of \$15M Annual/Total Debt Service over 30 years	Scenario 2 Debt of \$20M Annual/Total Debt Service over 30 years	Scenario 3 Debt of \$25M Annual/Total Debt Service over 30 years	Scenario 4 Debt of \$30M Annual/Total Debt Service over 30 years	Notes/Comments
Available Reserves:							
Projected General Fund Balance at 6/30/21 (after setting aside for reserves @ 50% of FYE 22 operating expenditures)	\$22,275,000						Additional reserves may be available from annual operating surpluses in subsequent fiscal years
Facilities Replacement Fund 011	\$2,389,000						
Capital Asset Acquisition and Replacement Fund 326	\$36,400,000						Balance reduced by \$7 million placeholder for Pilgrim Triton Phase C project - FC workforce housing; 4/5 vote needed for use of this Fund. Annual PJCC payment is approx. \$1.1 million. PJCC final payment in 2038.
Construction and Demolition Forfeitures Fund 129	\$741,000						May be utilized to pay for energy efficiency items. Annual transfers of \$50,000 to the Foster City Sustainability Fund 012
Total Reserves Available	\$61,805,000						
Financing Options							
Assessment District Bond							Not recommended as it requires "specific benefit" findings by an assessment engineer. Assessment must be proportional to "special benefit". Weighted majority protest procedure.
General Fund Lease Revenue Bonds / Certificates of Participation			\$868,401/ \$26,052,041	\$1,154,088/ \$34,622,640	\$1,439,774/ \$43,193,220	\$1,725,460/ \$51,763,800	Not subject to voter approval; however, requires sufficient General Fund resources for debt service payments.
Total interest cost to General Fund for Lease Revenue Bond/Certificates of Participation			11,052,041	14,622,630	18,193,220	21,763,810	Total interest paid in 30 years from the General Fund
GO Bonds (least expensive debt financing option, but requires 2/3 voter approval and therefore unlikely to succeed for this type of project)							Ballot measure to be placed at a San Mateo County election cycle; 2/3 voter approval. Not suitable due this type of project and the super majority requirement.
Other potential sources of funds:							
Corporate sponsorship							
Development Impact fees							
Grants							
School District partnership							
Revenue Measures to Pay Debt Service							
Transient Occupancy Tax Increase (each 1%); Current rate is 12% (assumes new Hotel on SW corner of Metro Center has opened)		each 1% = approx. \$391,000	2% = \$782,000	2% = \$782,000	2% = \$782,000	2% = \$782,000	Simple voter majority and at the time of a City Council election if General Tax. If dedicated for Recreation Center purpose only, 2/3 voter approval.
Sales Tax (District Add On Tax) Increase (each 1/4%)		each 1/4% = approx. \$750,000		1/2% = 1,500,000	1/2% = 1,500,000	1/2% = 1,500,000	Simple voter majority and at the time of a City Council election if General Tax. If dedicated for Recreation Center purpose only, 2/3 voter approval.



DATE: August 2, 2021

TO: Mayor and Members of the City Council
President and Members of the Estero Municipal Improvement District
(EMID) Board of Directors

VIA: Peter Pirnejad, City/District Manager

FROM: Maria Saguisag-Sid, Human Resources Director

SUBJECT: AGREEMENT WITH THE LAW FIRM OF BURKE, WILLIAMS &
SORENSEN, LLP FOR CITY ATTORNEY/DISTRICT LEGAL COUNSEL
SERVICES

RECOMMENDATION

It is recommended that the City Council/EMID Board of Directors approve and authorize the Mayor to sign an agreement with Burke, Williams & Sorensen, LLP for City/District Attorney Services, effective August 2, 2021.

EXECUTIVE SUMMARY

On April 19, 2021, the City Council directed staff to release a Request for Proposals (RFP) for City Attorney Services. The deadline for proposals was May 19, 2021, and 7 attorney firms responded to the RFP. On May 25, 2021, the City Council reviewed the proposals and selected four of the responding firms to interview. City Council interviewed the four firms on June 16, 2021 and selected two finalist firms for consideration. After meeting with the two finalist firms on June 22, 2021, the City Council selected and negotiated terms with Burke, Williams and Sorensen, LLP. Staff is bringing the final agreement to the City Council for their review and approval.

BACKGROUND/ANALYSIS

On February 23, 2021, City Attorney Jean Savaree informed the City Council of the intent of her firm, Aaronson, Dickerson, Cohn & Lanzone, not to renew their contract at

the end of the current term. The agreement expired on June 30, 2021. The City Council met in closed session on March 15, 2021 and April 5, 2021 pursuant to PUBLIC EMPLOYEE APPOINTMENT (Government Code §54957) Title: City Attorney. As a result of those closed sessions, the City Council created an Ad Hoc Subcommittee to prepare, for the full City Council's consideration, a RFP for City Attorney Services. The RFP was approved by the City Council at the April 19, 2021 meeting.

The deadline for receipt of proposals was May 19, 2021 and 7 proposals were received from the following firms.

- Burke, Williams & Sorensen, LLP
- Best, Best & Krieger
- Colantuono, Highsmith & Whatley
- Meyers Nave
- Renne Public Law Group
- Richards, Watson & Gershon
- White Brenner LLP

On May 25, 2021, the City Council reviewed the proposals and after discussions, selected four firms to invite for interviews: Burke, Williams & Sorensen, LLP, Renne Public Law Group, Richards, Watson & Gershon, and White Brenner LLP. Those interviews were held on June 16, 2021. After the interviews, the City Council selected two firms as finalist for consideration: Burke, Williams & Sorensen, LLP and White Brenner LLP. Those two firms were invited for another round of interviews on June 22, 2021.

After the interviews on June 22, 2021, the City Council requested the Ad Hoc Subcommittee engage with Burke, Williams & Sorensen, LLP to negotiate a City Attorney Services agreement. Members of the Ad Hoc Subcommittee met with Mr. Benjamin Stock, the proposed City Attorney, to discuss terms and agreed upon terms as noted in the attached agreement. Staff is requesting the City Council approve the resolutions confirming the selection of Mr. Benjamin Stock as City Attorney and Ms. Denise Bazzano as Assistant City Attorney, and authorizing the Mayor to sign the agreement on behalf of the City.

FISCAL IMPACT

Effective August 2 through June 30, 2022, the hourly rate for General City Attorney and Assistant City Attorney services will be \$265 per hour, special counsel work will be billed at \$335 per hour for Partners and \$275 per hour for Associate Attorneys, and reimbursable special services will be billed at the rate of \$475 per hour for Partners and \$425 per hour for Associate Services, as outlined in Appendix A - Proposal to Provide City Attorney Services to the City of Foster City. The current budget for City Attorney

contractual services is \$450,352 for Fiscal Year 2021/2022. Due to the unpredictable and reactive nature of City Attorney services, staff will monitor expenditures monthly and will return to City Council for additional budget appropriations as necessary.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY

Selection of the City Attorney is important to promoting the Mission of the City of Foster City, ensuring we are able to deliver equitable services that are customer focused. The City Attorney is vital in navigate various risks as the organization pursues the Vision of creating a sustainable Foster City through smart, inclusive and efficient actions to enhance our quality of place for current and future generations.

Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - EMID Resolution
- Attachment 3 - Agreement for Services for City Attorney/District Legal Counsel

RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
APPROVING AN AGREEMENT WITH THE LAW FIRM OF BURKE, WILLIAMS,
SORENSEN, LLP FOR CITY ATTORNEY SERVICES

CITY OF FOSTER CITY

WHEREAS, Jean Savaree with the law firm of Aaronson, Dickerson, Cohn & Lanzone has served as City Attorney since December of 1997; and

WHEREAS, Aaronson, Dickerson, Cohn & Lanzone advised the City Council it does not request a renewal of its current contract which expires August 31, 2021; and

WHEREAS, on April 19, 2021, the City has issued a Request for Proposals for legal services; and

WHEREAS, the firm of Burke, Williams & Sorensen, LLP has responded to the Request for proposals on May 19, 2021; and

WHEREAS, Benjamin Stock and Denise Bazzano of Burke, Williams & Sorensen, LLP has been selected through the proposal review process to be the new City Attorney and Assistant City Attorney respectively for Foster City; and

WHEREAS, the City Council of the City of Foster City wishes to engage Burke, Williams & Sorensen, LLP to provide legal services to the City; and

WHEREAS, the City Council has reviewed the agreement for legal services and determines that its terms and conditions are acceptable.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby approve an Agreement for Services for City Attorney/District Legal Counsel with Burke, Williams and Sorensen, LLP and authorizes the Mayor to sign the agreement on behalf of the City.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 2nd day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

RESOLUTION NO _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT APPROVING AN AGREEMENT WITH THE LAW FIRM OF BURKE, WILLIAMS, SORENSEN, LLP FOR DISTRICT ATTORNEY SERVICES

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, Jean B. Savaree with the law firm of Aaronson, Dickerson, Cohn & Lanzone has served as City Attorney since December of 1997; and

WHEREAS, Aaronson, Dickerson, Cohn & Lanzone advised the Board of Directors it does not request a renewal of its current contract which expires August 31, 2021; and

WHEREAS, on April 19, 2021, the District issued a Request for Proposals for legal services; and

WHEREAS, the firm of Burke, Williams & Sorensen, LLP has responded to the Request for proposals on May 19, 2021; and

WHEREAS, Benjamin Stock and Denise Bazzano of Burke, Williams & Sorensen, LLP has been selected through the proposal review process to be the new City Attorney and Assistant City Attorney respectively for the Estero Municipal Improvement District; and

WHEREAS, the Board of Directors of the Estero Municipal Improvement District wishes to engage Burke, Williams & Sorensen, LLP to provide legal services to the District; and

WHEREAS, the Board of Directors have reviewed the agreement for legal services and determines that its terms and conditions are acceptable.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby approve an Agreement for Services for City Attorney/District Legal Counsel with Burke, Williams and Sorensen, LLP and authorizes the President to sign the agreement on behalf of the District.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 2nd day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, PRESIDENT

ATTEST:

PRISCILLA SCHAUS, DISRICT SECRETARY

AGREEMENT FOR SERVICES
FOR CITY ATTORNEY/DISTRICT LEGAL COUNSEL

WHEREAS, the firm of Burke, Williams & Sorensen, LLP has responded to the City of Foster City/Estero Municipal Improvement District (hereinafter “City”) request for proposals for City Attorney Services on May 19, 2021; and

WHEREAS, Benjamin L. Stock of Burke, Williams & Sorensen, LLP has been selected through the proposal review process to be the new City Attorney for Foster City/Estero Municipal Improvement District (hereinafter “City Attorney”); and

WHEREAS, the City Council of the City wishes to engage Burke, Williams & Sorensen LLP to provide legal services to the City;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DESIGNATION OF CITY ATTORNEY AND ASSISTANT CITY ATTORNEY

Burke, Williams & Sorensen, LLP is hereby retained to provide legal services to the City, effective August 2, 2021, and shall perform the duties generally described in California Government Code sections 41801-41805, with Benjamin Stock serving as City Attorney and Denise Bazzano as Assistant City Attorney as of that date. While deputy city attorneys may be utilized as provided by this Agreement, the City Attorney and Assistant City Attorney are primarily responsible for providing legal services under this Agreement as outlined in Appendix A – Proposal to Provide City Attorney Services to the City of Foster City, unless otherwise noted below.

Changes to these City Attorney and Assistant City Attorney designations are not effective without the City’s written consent.

2. MEETING ATTENDANCE

2.1. The City Attorney, Assistant City Attorney or their deputy, shall attend all regular and special meetings of the City Council and shall attend Planning Commission meetings as needed. The City Attorney’s duties in this connection shall be to render advice and opinions with respect to all legal matters that may arise during any meetings, excepting, however, legal matters which may pertain to issuance of bonds or other proceedings wherein legal services are to be provided by special counsel.

2.2. The City Attorney, Assistant City Attorney or their deputy, also shall attend meetings of other boards, commissions, committees and staff of the City, when requested to do so by the City Council or the City Manager, at which time legal advice shall be given and opinions rendered. The City

Attorney, Assistant City Attorney or their deputy shall be available to attend City staff meetings, which are generally held on a weekly basis.

3. PREPARATION AND REVIEW OF DOCUMENTS

When requested to do so by the City Council or the City Manager, the City Attorney, or their representative, shall prepare staff reports, resolutions, notices, contracts, ordinances, opinions and other documents and papers necessary, or appropriate, in matters pertaining to the City, and shall examine for legal sufficiency all documents submitted to them by the City. Staff reports for regular City Council and Planning Commission meetings prepared by the City Attorney and all documents submitted to the City Attorney for review for these meetings will be received from the City Attorney no later than 48 hours prior to agenda posting.

4. LEGAL ASSISTANCE, ENFORCEMENT AND ADVICE

The City Attorney shall cooperate with and provide legal advice to the City, its officers, agents and employees on all general legal matters pertaining to the City, including the enforcement of state, local laws and codes. The City Attorney shall also research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council, City Manager and staff on legal matters pertaining to City operations.

5. LITIGATION REPORTS AND LEGAL UPDATES

The City Attorney shall, on a regular basis, prepare reports to the City Council, giving the current status of any legal actions in which the City may be involved, including code enforcement, and shall comment in the reports on any new legislation or court cases that may affect the City.

The City Attorney also shall be responsible for advising City officials on how to respond to these changes as well as drafting memorandum, guidelines, resolutions, ordinances, administrative rules or other procedures that they feel necessary for the City to comply with these changes in the law, when such drafting is requested by the City Council or City Manager.

6. RELATED LEGAL SERVICES

The City Attorney also shall perform such other related legal services for the City as may be requested by the City Council or City Manager. The City Attorney shall at all times endeavor to provide response to Council and staff inquiries concerning legal matters on a "same day" basis. The intent of this requirement is to provide City officials with an immediate initial contact on legal problems and not necessarily the final researched answers.

7. OUTSIDE LAW PRACTICE

The City Attorney shall be allowed to conduct an outside law practice.

8. LITIGATION DUTIES

8.1. The City Attorney shall represent the City in all legal proceedings, whether civil or criminal, required in the enforcement of the City's ordinances.

8.2 As authorized by the City Council, the City Attorney, or their representative, shall represent the City in legal proceedings and other litigation to which the City may be a party except where a conflict of interest exists, or where the requirement of specialized legal expertise makes representation inappropriate. In such situations, the City Attorney shall spend time as necessary to brief and/or coordinate the activities of specialized counsel as their work relates to the City's interests.

9. DEPUTY CITY ATTORNEYS

The City Attorney will assign Deputy City Attorneys for specialized legal services as necessary. The Deputy City Attorneys may represent the City in cases where the City Attorney or Assistant City Attorney are unable to act due to illness, vacation or other reason, or when the City Attorney requires assistance.

10. COMPENSATION

For the period August 2, 2021 through June 30, 2022, the hourly rate for General City Attorney Services shall be \$265/hour.

All special counsel work as defined in the City Attorney's Proposal to Provide City Attorney Services shall be billed at the rate of \$335.00 per hour for Partners, \$275 per hour for Associate Attorneys. All reimbursable special services as defined in the City Attorney's Proposal to Provide City Attorney Services shall be billed at the rate of \$475.00 per hour for Partners, \$425 per hour for Associates. Services are outlined in Exhibit A – Proposal to Provide City Attorney Services to the City of Foster City.

All hourly rates in this Section will increase by \$5.00 per hour effective July 1 of each succeeding year of this Agreement.

11. COSTS

The City Attorney shall be entitled to be reimbursed by the City for all costs advanced on their behalf such as court costs, filing fees, service of process fees,

juror's fees, witness fees, investigators' fees, appraisers' fees, cost of photographs and charts in connection with litigation, and the like.

City Attorney travel time to and from City Council and Planning Commission meetings will not be billed to the City.

12. INSURANCE

City Attorney shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by City Attorney or City Attorney's agents, representatives, employees or subcontractors. The insurance shall be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-VII", or as otherwise acceptable to the City.

12.1 COVERAGES AND LIMITS. City Attorney shall maintain the types of coverages and minimum limits indicated below, unless City Manager approves a lower amount. These minimum amounts of coverage shall not constitute any limitations or cap on City Attorney's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by City Attorney pursuant to this Agreement are adequate to protect City Attorney. If City Attorney believes that any required insurance coverage is inadequate, City Attorney shall obtain such additional insurance coverage, as City Attorney deems adequate, at City Attorney's sole expense.

12.1.1 COMMERCIAL GENERAL LIABILITY INSURANCE.

\$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

12.1.2 AUTOMOBILE LIABILITY. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

12.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance shall not be required if City

Attorney has no employees and provides, to City's satisfaction, a declaration stating this.

- 12.1.4 PROFESSIONAL LIABILITY. Errors and omissions liability appropriate to City Attorney's profession with limits of not less than \$1,000,000 per claim.
- 12.2 ADDITIONAL PROVISIONS. City Attorney shall ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:
 - 12.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance, City, its officers, agents, volunteers and employees shall be named as additional insureds.
 - 12.2.2 City Attorney shall obtain occurrence coverage, excluding Professional Liability, which shall be written as claims-made coverage. Insurance policies with claims-made coverage shall be maintained for a period of at least 3 years after completion of the contract.
 - 12.2.3 This insurance shall be in force during the life of the Agreement and any extensions of it and shall not be canceled without thirty (30) days prior written notice to City.
- 12.3 PROVIDING CERTIFICATES OF INSURANCE AND ENDORSEMENTS. Prior to City's execution of this Agreement, City Attorney shall furnish certificates of insurance and endorsements to City.
- 12.4 FAILURE TO MAINTAIN COVERAGE. If City Attorney fails to maintain any of these insurance coverages, then City shall have the option to declare City Attorney in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. City Attorney is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from City Attorney or deduct the amount paid from any sums due City Attorney under this Agreement.
- 12.5 SUBMISSION OF INSURANCE POLICIES. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.
- 12.6 PRIMARY COVERAGE. For any claims related to the services and this Agreement, the City Attorney's insurance coverage shall be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself,

its officers, agents, volunteers and employees, shall be in excess of City Attorney's insurance and not contributory with it.

- 12.7 REDUCTION IN COVERAGE/MATERIAL CHANGES. City Attorney shall notify City thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

13. INDEMNIFICATION

The City Attorney shall hold harmless, defend at its own expense, and indemnify the City against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of City Attorney or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole negligence or willful acts.

14. RECORDS, MONTHLY STATEMENTS AND AUDIT

The City Attorney shall maintain careful and accurate records of all time spent by the City Attorney to the closest 1/10 of an hour, and all reimbursable costs advanced by the City Attorney's office in conjunction with City business. The City Attorney shall render itemized monthly statements to the City for the performance of all services showing the services performed, the hours spent, the costs advanced and the amount the City Attorney is entitled to receive from the City for the month. If approved, the sum shown to be due by such statement shall be paid to the City Attorney by the City within thirty (30) days after said approval. Books of account and the time records of the City Attorney pertaining to business transacted for the City shall be open to audit by the City Council, City Manager or their designee.

15. OWNERSHIP OF WORK; PRESERVATION AND DESTRUCTION OF RECORDS

All original documents prepared by City Attorney for this Agreement, whether complete or in progress, are the property of City, and shall be given to City at the completion of City Attorney's services, or upon demand from City. No such documents shall be revealed or made available by City Attorney to any third party without City's prior written consent. Upon completion of City Attorney's services, City Attorney shall retain all original documents received from City in the course of City Attorney's services for a period of at least two (2) years, unless City Attorney receives written authorization from City to return or dispose of such documents. Any disposal of such documents by City Attorney shall be undertaken in a manner that prevents the accidental disclosure of any confidential information that may be contained in such documents.

16. TERMINATION

This Agreement may be terminated by the City by giving the City Attorney sixty (60) days advance written notice. The City Attorney may terminate this Agreement by giving the City one hundred twenty (120) days advance written notice. Upon the termination of this Agreement, the City Attorney shall return to the City any City Code books received, active litigation files, and any files maintained on City matters by the City Attorney.

17. AMENDMENTS AND NONASSIGNABILITY

This Agreement may be amended only in writing and only with the written consent of both parties. This Agreement may not be transferred or assigned.

18. DURATION OF AGREEMENT

This Agreement shall be automatically renewed for a 12-month term on July 1 of each succeeding year unless terminated pursuant to Paragraph 16 of this Agreement.

19. NOTICES

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
City of Foster City
Peter Pirnejad, City Manager
610 Foster City Boulevard
Foster City, CA 94404
manager@fostercity.org

To City Attorney:
Burke Williams & Sorensen, LLP
Benjamin L. Stock, Partner
181 Third Street, Suite 200
San Rafael, CA 94901-6587
bstock@bwslaw.com

20. STANDARD OF CARE

Unless otherwise specified in this Agreement, the standard of care applicable to City Attorney's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

21. SEVERABILITY

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

22. ENTIRE AGREEMENT

This Agreement and the attached Exhibit comprise the entire integrated understanding between the Parties concerning the services to be performed as identified in Exhibit A. All exhibits attached hereto are incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2021.

CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT
DISTRICT

BURKE WILLIAMS & SORENSEN, LLP

By: _____
Sanjay Gehani
Mayor/President

By: _____
Benjamin L. Stock

ATTEST:

Priscilla Schaus,
City Clerk/District Secretary

EXHIBIT A

Burke, Williams & Sorensen, LLP Proposal to Provide City Attorney Services to the City
of Foster City, Submitted May 19, 2021



Proposal to Provide City Attorney Services to the City of Foster City

Proposed City Attorney:

Benjamin L. Stock, Partner
Burke, Williams & Sorensen, LLP
181 Third Street, Suite 200
San Rafael, California 94901

Phone: 415.755.2605
Email: bstock@bwslaw.com

Proposed Assistant City Attorney:

Denise S. Bazzano, Partner
Burke, Williams & Sorensen, LLP
1901 Harrison Street, Suite 900
Oakland, California 94612

Phone: 510.903.815
Email: dbazzano@bwslaw.com

Submitted: May 19, 2021

May 19, 2021

Maria Saguisag-Sid
Human Resources Director
610 Foster City Boulevard
Foster City, California 94404

Re: Proposal to Provide City Attorney Services

Greetings:

Burke was founded in 1927, and is a diverse and dynamic public law firm. We have represented public agencies for nearly 90 years and currently represent over 200 local governmental entities, including cities, counties, and numerous special districts. We serve as City Attorney of 32 cities, including the cities of Calistoga, Capitola, Menlo Park, Healdsburg, Tiburon, Ross, Rohnert Park, Pacifica, Piedmont, Moraga, Monte Sereno, and Benicia.

With over 65 attorneys in our Public Law group, we have specialists in virtually any area that could confront cities: general municipal law, public transactions, public finance, land use and environmental law, construction, real estate, and litigation. In addition, our attorneys are active in organizations that help shape the evolving world of municipal law, such as the League of California Cities, and the Institute for Local Government.

As described in the attached materials, we propose that Benjamin L. Stock serve as City Attorney. Ben currently serves as the City Attorney for the City of Benicia and Town Attorney for the towns of Tiburon and Ross. Ben is also the General Counsel for Eastern Contra Costa Transit Authority, Sanitary District Number 5, Sausalito-Marin City Sanitary District, and Vallejo Flood and Wastewater District. Denise Bazzano will serve as Assistant City Attorney. Denise currently serves as Assistant City Attorney for the cities of Calistoga and Pacifica and the Assistant Town Attorney for the Town of Moraga. Ben and Denise will be assisted by a team selected to provide legal representation tailored to the City's needs including partners Anna C. Shimko, Michael G. Biddle, and Nicholas J. Muscolino. Resumes for the entire team are included as **Attachment A** to this proposal.

As City Attorney, Ben will be the point of contact for the City and will attend City Council meetings and other commission meetings as directed by the City Council. At times, Ben may recommend that Burke experts advise on specialized matters; that decision will be up to the City Council. Ben can be reached directly at 415.755.2605 or bstock@bwslaw.com.

City of Foster City
May 19, 2021
Page 2

Thank you for considering us. If you have any questions regarding this proposal, or if you would like additional information, please feel free to contact me at the number listed above. I look forward to hearing from you.

Very truly yours,

Burke, Williams & Sorensen, LLP



Eric S. Vail
Partner and Chair
Public Law Practice Group

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BURKE, WILLIAMS & SORENSEN, LLP

Burke, Williams & Sorensen, LLP is a California limited liability partnership. Burke is comprised of 23 owners under the leadership of a Management Committee and Managing Partner. Firm management includes owners who practice substantially or entirely in the area of municipal law, and the firm has a longstanding commitment to the needs of its municipal clients. Details of our firm are listed below.

Firm Name	Burke, Williams & Sorensen, LLP
Founded	1927
Name, Address, Telephone Number, and Email Address of the Proposer's Point of Contact	Benjamin L. Stock Burke, Williams & Sorensen, LLP 181 Third Street, Suite 200 San Rafael, California 94901 Tel: 415.755.2605 Email: bstock@bwslaw.com
Number of Attorneys/Staff	126/65
Headquarters Office	Burke, Williams & Sorensen, LLP 444 South Flower Street, Suite 2400 Los Angeles, California 90071 Tel: 213.236.0600 Fax: 213.236.2700
Additional Firm Offices	
Inland Empire 1770 Iowa Avenue, Suite 240 Riverside, California 92507 Tel: 951.788.0100 Fax: 951.788.5785	San Diego 501 West Broadway, Suite 1600 San Diego, California 92101 Tel: 619.814.5800 Fax: 619.814.6799
Oakland 1901 Harrison Street, Suite 900 Oakland, California 94612 Tel: 510.273.8780 Fax: 510.839.9104	San Francisco 1 California Street, Suite 3050 San Francisco, California 94111 Tel: 415.655.8100 Fax: 415.655.8099
Orange County 1851 East First Street, Suite 1550 Santa Ana, California 92705 Tel: 949.863.3363 Fax: 949.863.3350	Silicon Valley 60 South Market Street, Suite 1000 San Jose, California 95113 Tel: 408.606.6300 Fax: 408.606.6333
Palm Desert 73-929 Larrea Street, Suite 4A Palm Desert, California 92260 Tel: 760.776.5600 Fax: 760.776.5602	Ventura County 2310 East Ponderosa Drive, Suite 25 Camarillo, California 93010 Tel: 805.987.3468 Fax: 805.482.9834

Firm Background

Founded in 1927, Burke is one of a handful of private law firms that originated the practice of public law in California. One of our founding partners, Louis Burke, helped form the municipal law department of the League of California Cities and was one of two Burke partners to serve as a California Supreme Court Justice. We are proud to maintain one of the leading public law practices in the State and of our deep commitment to public agencies.

Burke provides public entities with a full range of legal, advisory, transactional, and litigation services organized into eight practice groups: Public Law; Labor and Employment Law; Construction Law; Litigation; Environmental, Land Use and Natural Resources; Real Estate and Business Law; Intellectual Property; and Education Law. With regional offices in Marin County, San Francisco, Oakland, Silicon Valley, Los Angeles, the Inland Empire, Orange County, Palm Desert, San Diego, and Ventura County, we are able to service clients, and remain on top of legal developments, throughout the State.

Our Public Law Practice Group is organized into multiple subgroups, including:

Public Entity Administration and Municipal Law	Land Use and Environmental Law	Public Sector Labor and Employment
<ul style="list-style-type: none"> Open Meetings Laws (Brown Act) Public Records Act Conflicts of Interest Election Law Issues – Initiative, Referendum and Recall Public Finance and Taxation (including SB 35) Public Works and Construction Solid Waste Franchising Trial and Appellate Litigation Asset Foreclosure Section 1983 Civil Rights Claims 	<ul style="list-style-type: none"> Cannabis Land Use Planning and Zoning California Environmental Quality Act (CEQA) Development Agreements Growth Management Historic Preservation Annexation and Incorporation – LAFCO Proceedings Redevelopment and Economic Development Endangered Species Sustainability and Green Building Water Law and Public Trust 	<ul style="list-style-type: none"> Grievances Labor Negotiations Disciplinary Hearings Personnel Advice Trial and Appellate Litigation Meyers-Milias-Brown Act Public Safety Officers Procedural Bill of Rights Title VII California FEHA ADA CalPERS (PERL, PEPRA, PEMHCA)

Burke currently serves the legal needs of over 200 governmental entities, including Foster City. Our public lawyers collectively have hundreds of years of experience as general and special counsel for special districts, cities, towns, counties, and other public agencies. The biographies of all of our lawyers, with descriptions of their expertise and experience, can be found on our website at www.bwslaw.com.

Why Burke?

Our Public Law Group represents over 200 public agencies as City Attorney, general counsel, or special counsel, in all manner of advisory, transactional, and litigation matters. Our attorneys have experience in virtually every field of public law. For Foster City, this means that should the City wish to consult an expert in a particular area of public law, we are able to provide the expertise and experience needed on nearly any topic that may arise, including:

- Brown Act Issues
- Public Records Act Issues
- Conflicts of Interest
- Election Contests, Recalls and Initiatives
- First Amendment Issues
- Cannabis
- Real Estate and Development
- Land Use Planning and Zoning
- CEQA and Environmental Law
- Endangered Species
- Condemnation and Eminent Domain
- Code Enforcement and Receivership
- Housing and HUD Issues
- Rent Control
- Economic Development
- Sustainability and Green Building
- Development Agreements
- Growth Management
- Historic Preservation
- Annexation and Incorporation – LAFCO Proceedings
- Public Works and Contracts
- Joint Powers Authorities
- AB 1600 Fees
- Trial and Appellate Litigation
- Tort Liability
- Franchises and Utilities
- Stormwater, NPDES and Clean Water Act
- Public Finance and Taxation
- Asset Foreclosure Mitigation Fee Act
- Telecommunications
- Solid Waste Franchising
- Water and Water Quality
- Stormwater and Urban Runoff Permitting
- Water Law and Public Trust
- Labor Negotiations
- Personnel Matters
- Police and Section 1983 Civil Rights Claims
- Grievances
- Meyers-Milias-Brown Act
- Title VII
- CalPERS (PERL, PEPRA, PEMHCA)
- Disciplinary Hearings
- Public Safety Officers Procedural Bill of Rights
- California FEHA
- ADA Matters
- Workers' Compensation and Employee Benefits

Burke's attorneys currently serve as City or Town Attorney for the following California cities and towns.

City/Town	Service Began	City/Town	Service Began
City of Alhambra	1976	City of Monte Sereno	2019
City of Atascadero	2007	Town of Moraga	2010
City of Benicia	2018	City of Pacifica	2010
City of Buellton	1991	City of Piedmont	2010
City of Calistoga	2010	City of Rialto	2020
City of Camarillo	1964	City of Rohnert Park	2010
City of Capitola	2019	City of Rolling Hills Estates	1979
City of Carmel-by-the-Sea	2019	City of Rosemead	2007
City of Cathedral City	2016	Town of Ross	2018
City of Coronado	2020	City of Santa Clarita	1987
City of Delano	2017	City of Sausalito	2021
City of Eastvale	2018	City of Solana Beach	2020
City of Healdsburg	2017	City of Temple City	2008
City of Lawndale	2021	Town of Tiburon	2015
City of Lemon Grove	2021	City of Wildomar	2008
City of Menlo Park	2021	Town of Yucca Valley	2018

Work Plan

We propose that Benjamin L. Stock serve as City Attorney and Denise S. Bazzano as Assistant City Attorney. As the City Attorney, Ben would be the leader of Burke's City Attorney team and, with Denise's assistance, work with the City Council, City Manager and Department heads. As leader of Burke's team, he will coordinate all Burke legal services provided to the City and act as a gatekeeper for specialty legal services recognizing when specialty services are necessary and when they are not. Ben will be responsible for all work product and will ensure that assignments are completed in a timely fashion. He will ensure that calls and emails are promptly acknowledged. In many cases, routine questions can be responded to on the same day. For more complex questions, Ben will ensure that the City receives the answers it needs within a reasonable timeframe. Ben and Denise will attend City Council meetings, Commission or Subcommittee meetings as directed, and be available for office hours.

Ben and Denise will be assisted by a team selected to provide legal representation tailored to the City's needs including Anna C. Shimko and Michael G. Biddle who will serve as land use, real property and CEQA special counsel, and Nicholas J. Muscolino who will serve as litigation special counsel. Anna, Mike, and Nick are regarded as statewide experts in their fields and will be available to advise Foster City on the most pressing, complex, and controversial issues.

In the sections below, we have summarized the qualifications of the recommended City Attorney team; their detailed resumes are included as Attachment A. As a City Attorney client, Foster City will have access to all of our attorneys, and Ben will work with you to curate the best team, based on your legal needs, budget, and personality fit.

City Attorney Team

Serves as chief legal counsel for the City Mayor, City Council, and City Manager. Attends all regular or special Council Meetings as needed. Responsible for all legal services provided by Burke and our Team. Provides advice to Executive Team as needed.

Benjamin L. Stock	City Attorney
Denise S. Bazzano	Assistant City Attorney (Secondary contact and primary back-up for the City Attorney)

Specialists

Anna C. Shimko	Real property and CEQA
Michael G. Biddle	Real Estate and Land Use
Nicholas J. Muscolino	Litigation

FIRM QUALIFICATIONS

Municipal Law

Over our decades of experience in public law, we have advised on, prepared policies for, or litigated virtually every need and circumstance confronted by a local government entity in California. In addition to providing legal advice, we try to proactively anticipate the needs of our clients so that we can work collaboratively to find creative, cost-effective solutions to their legal issues.

We regularly work closely with staff in the preparation of agendas and agenda packets, including reviewing agenda descriptions for open and closed session items and preparing and reviewing staff reports, resolutions, and ordinances. We routinely participate in Council and Planning Commission meetings and have substantial experience in working with clients to ensure compliance with Brown Act and due process requirements. We regularly conduct trainings and workshops on public agency ethics (AB 1234), the Brown Act, the Public Records Act, as well as emerging areas of law. We track the development of significant relevant legislation and court rulings and regularly publish updates and analyses.

Specialized Legal Services

Real Estate and Development

Burke attorneys regularly represent public agencies throughout California in connection with real estate and development matters including entitlement, due diligence, title and survey review, negotiation and drafting of retail and commercial leases, licenses, easement agreements, exclusive negotiating agreements, purchase and sale agreements, ground leases, statutory development agreements, disposition and development agreements, and matters relating to hazardous materials/Brownfields remediation. Burke attorneys offer a broad range of knowledge and experience that enables us to effectively negotiate and document all forms of real estate transactions, and to protect and enforce our clients' interests in litigation when called upon. We provide legal counsel to private and public agency clients in connection with:

- Leasing and ground leasing of facilities, equipment and property
- Acquisitions and sales of developed property, including office buildings, shopping centers, apartments, and industrial parks
- Purchases and sales of unimproved land for subdivision and development
- Asset management, including loan administration, property management, and landlord/tenant matters
- Allocation of environmental risks (asbestos, underground storage tanks, and soil and groundwater contamination) in acquisitions, sales, and leasing transactions
- Leases, including residential, office, industrial, and retail space
- Ground leases for residential and commercial projects
- Financing
- CC&Rs, reciprocal easement agreements, and other documentation for condominium, planned unit development, and air-space subdivisions
- Title insurance, title review, and due diligence

Affordable Housing Development

Burke attorneys represent public agencies in all aspects of affordable housing development and financing, and the development and implementation of affordable housing programs and policies. Collectively, we have assisted in the development of thousands of units of affordable housing in projects financed with state and federal low-income housing tax credits, taxable and tax-exempt bond proceeds, project-based Section 8, funding provided by HUD and the California Department of Housing and Community Development, inclusionary in-lieu fee and local housing trust funds, conventional loans, and other sources.

Eminent Domain

Burke has decades of experience both defending public entities from inverse condemnation claims and acquiring property through eminent domain. Burke has helped acquire interests in

several types of land (e.g., residential, commercial, industrial, and agricultural) for a variety of public purposes, including public buildings, roadways, mass transit systems, drainage/flood improvements, power lines, sewer and water lines, bicycle and equestrian trails, and airport expansion. Our experience working with other government agencies in inverse condemnation, takings, 42 U.S.C. § 1983, and land use litigation is long-standing, extensive, and varied. Burke's attorneys have been successful in prevailing in inverse takings and 1983 cases at the pleading stage, at trial, and on appeal. In the event that a taking is established, Burke's attorneys have significant experience defending public agencies in valuation disputes.

Land Use and CEQA

In our experience, some of the most critical questions cities face involves how they want to use their land to shape their community. Burke attorneys have a broad range of knowledge and experience in all areas of land use, planning, and environmental issues. We regularly advise on and litigate disputes growing out of complex development projects that address zoning, environmental, transportation, economic, cultural, and community issues, among others. Burke attorneys specialize in all aspects of land use, planning and environmental compliance from drafting and defending General and Specific Plans, to vesting issues and Subdivision Map Act compliance. We have addressed complex legal issues spanning CEQA, NEPA, the California Coastal Act, the Endangered Species Act, the Permit Streamlining Act and the Mitigation Fee Act. We regularly draft development agreements and our attorneys represent clients in matters related to density bonus laws, affordable housing and mixed use development.

We recognize that there is no "correct" approach to the land use process or land use litigation and that, for public agencies, there are often a myriad of local considerations at play. We will consider it our responsibility to understand the City's goals and objectives so we can work with your staff to help determine the best way to handle contentious or complicated land use projects.

Litigation

Burke handles jury trials, court trials, administrative hearings, arbitrations, mediations, and appeals in federal court, State court, and before various administrative bodies. We have litigated appeals in the 9th Circuit Court of Appeals, California Supreme Court, and State Courts of Appeal. When a case goes to trial, we work with attorneys throughout our firm to build the best team, with the most relevant experience in the issues of the case. When a case should be settled – we advise the client as early as possible, and work with them to involve all stakeholders. We keep abreast of legal developments regarding procedural and substantive issues of litigation, share information amongst ourselves and with our clients and, to the extent possible, build collaborative relationships with opposing counsel.

We regularly work with public joint powers insurance authorities (CJPIA, PARSAC, PORAC, REMIF, ABAG, etc.), as well as private insurers, and are experienced with handling claims consistent with claim administration requirements. We pride ourselves on regular and effective communication with our clients and insurers. In many cases, our advice attorneys are also litigators, giving them the ability to advise the City on best practices, as well as best approaches

to avoid future litigation. If it is not possible to avoid a lawsuit, and you don't want to settle it, we will advise you on how to win it.

Police

Burke regularly advises the police departments in cities for which we are City Attorney, as well as other (often larger) police departments as special counsel, on a range of issues, including police practices, Brady obligations, *Pitchess* motions, police discipline and management, and issues relating to the implementation of body-worn cameras. Burke has been at the forefront of advising agencies on the requirements of SB 1421 and AB 748, and has assisted agencies in responding to Public Records Act requests for newly-disclosable police personnel records.

In addition to our police advisory work, our litigators have defended seemingly every type of litigation against a law enforcement agency, including officer-involved shootings, "wrongful" conviction cases, use of force cases, and false arrest cases. Our team is skilled at defending Section 1983 claims and has a keen understanding of both qualified immunity and *Monell* issues. Our litigators also have extensive experience litigating claims brought under the Unruh Act, Ralph Act, and Bane Act.

Public Works and Public Transactions

Our experience in public works and transactions includes drafting and negotiating Memorandums of Understanding, Exclusive Right to Negotiate Agreements, letters of intent, leases, purchase and sale agreements, statutory development agreements, loan agreements, and special purchase agreements. We also assist with the creation of corporations, limited liability corporations, partnerships, and joint ventures, and all phases of property acquisition and due diligence, including options, purchase and sale agreements, reversionary interests, deeds, escrow instructions, and special instructions. We regularly advise on structuring transactions with multiple parties and multiple sources of funding.

We also work with clients to prepare and review public works contract documents, including scopes of work, bid forms, and contract procedures. Burke attorneys have experience handling all aspects of bid protests and award disputes including issues of responsiveness, responsibility, mistake, subcontractor listing requirements, and other related issues.

APPROACH

The City Attorney will be responsible for conducting and managing all legal services for the City. We will work with the City Council, City Manager, and City staff to determine the most efficient working relationship to meet Foster City's needs in a timely and responsive manner.

Our services are client-specific, not "one size fits all." From the outset of our representation, we listen carefully to each client's issues and tailor an appropriate solution. We believe responsiveness to clients' needs and open communication are the foundation of a successful attorney-client relationship. We are problem solvers in the performance of all aspects of our work and we strive to achieve our clients' goals simply and creatively.

We attempt to give our clients realistic, pragmatic advice, not just tell them what the law is. We describe alternatives, analyze the risks and benefits for each alternative, and discuss the steps necessary for each alternative when appropriate to do so. When appropriate, we make affirmative recommendations or try to describe the factors that would favor one alternative over another. However, we are always cognizant that the role of the City Attorney is not to make policy, but to advise the City on policy options so that the decision-maker(s) can make an informed decision. Thereafter, our role is to defend and assist with the implementation of those policy decisions to the best of our abilities.

Our team's general approach would be as follows:

- Assess the most efficient method of working given existing culture and new changes implemented, so that we complement the work done by staff and elected and appointed officials.
- Assess new methods to achieve efficiency; development of forms and training for departments on how to effectively use the City Attorney's Office.
- Take advantage of the fact that we represent, as general or special counsel, many public agencies and can spread the cost of preparing memoranda on new cases and legislation over many clients.
- Take advantage of Burke's experienced lawyers who are efficient in their areas of practice, such as public contracting and employment law.
- Use standard forms, adapted for your particular style and preferences, to expedite document review and electronic document drafts.
- Limit written memoranda to cases where they are requested or required.
- Avoid litigation when possible and when it is not, to develop a strategy for the entire case at the outset, in consultation with the Council, special counsel, and applicable staff.
- Respond promptly and work together to avoid unnecessarily rushed jobs, knowing that some are inevitable.
- Offer realistic, pragmatic advice, including alternatives and related risk/benefit analyses when appropriate, and when possible, make affirmative recommendations or try to describe the factors that would favor one alternative over another.
- When applicable laws might restrict one proposed path of achieving a certain policy goal, we endeavor to find creative, legally valid alternative paths to achieve the desired goal.

Through the collective experience of Burke's public law attorneys, we have addressed virtually every need and circumstance confronted by a local government entity in California. Burke attorneys can provide all of the advisory, transactional, and litigation services that a city may

require. Due to the depth and breadth of our experience, Burke has earned an excellent reputation as one of the leading full-service public agency legal services firms in the state.

Ben Stock's Approach to Providing City Attorney Services

Over Ben's 21 years of experience in public law, he has learned that the best approach to delivering quality legal services is to be available and present for the City Council, City Manager, and staff. In addition to providing legal advice, Ben tries to proactively anticipate the client's needs so that he can work collaboratively to find creative, cost-effective solutions to their legal issues. Ben believes that his role is to provide innovative, affordable, and effective solutions to the City's needs, but the City Council calls the shots.

Ben regularly works closely with staff in the preparation of agenda and agenda packets, including reviewing agenda descriptions for open and closed session items and preparing and reviewing staff reports, resolutions, and ordinances. He also regularly conducts trainings and workshops on public agency ethics (AB 1234), the Brown Act, the Public Records Act, as well as emerging areas of law. Ben is backed by a Public Law Practice Group that tracks the development of significant relevant legislation and court rulings and regularly publishes updates and analyses.

When issues of risk arise, Ben will provide clear, concise advice to assist the City in understanding the relevant issues, concerns, and alternatives. As a litigator, Ben has the experience to anticipate and advise the City on the scope of risks from beginning to end of any decision. Ben is a strong believer that there are times when the interest of the City Council and the community may necessitate fierce defense of claims and lawsuits. Ben also understands that some risk analyses favor compromise. Ben has advised many legislative bodies on these difficult decisions and will assist the City in weighing the risks of the most difficult issues that it may face.

Response Times

For routine questions, our goal is to respond as soon as possible, but within 24 hours at the most. When a response requires additional research, review of documents, or drafting, a response time will be arranged to fit the needs of the City. There is no average time to perform substantive tasks like drafting agreements or modifying ordinances, as each of these situations differs in complexity and exigency. With this type of work, our goal is to respond to each client's needs in a way that is efficient but also provides an excellent work product.

Our team flags incoming work with due dates to make sure that requests are appropriately prioritized and timely completed. Burke attorneys utilize smartphones, tablets, laptops, and the firm's remote server to seamlessly work from any location. The physical location of Burke's attorneys presents no barrier to timely responses.

Ben Stock will be available to the City Council and City Manager by phone, text, or email at all times within reason. If he is not available at the exact moment a call, text or email is sent, the Council and City Manager can expect a response the same day.

PROPOSED TEAM

Benjamin L. Stock – Proposed City Attorney

Ben Stock joined Burke as a partner in 2010 and currently serves as the Town Attorney for both Tiburon and Ross, and City Attorney for Benicia. Additionally, Ben provides special land use counsel services to numerous cities (including Foster City), special districts, and counties throughout the state of California. Ben is also one of a selected group of sitting City Attorneys with significant litigation experience who recently served on the League of California Cities Legal Advisory Committee, deciding when and how to assist other cities with filing briefs on behalf of the LOCC on matters of statewide concern.

As the Town Attorney for both Tiburon and Ross and City Attorney for Benicia, Ben works closely with the Town Managers and staff to advise the Council on all legal matters within the Towns. Recently, Ben worked with his cities to navigate issues affecting cities across the state, including responding to the COVID-19 pandemic. Ben also regularly assists his cities on a wide range of legal issues, including the Brown Act, the Public Records Act, California's planning, zoning, and housing laws, CEQA, California's Prevailing Wage Law and other public construction laws, and Proposition 218. Ben's practice is as broad as our public clients' issues; ranging from defending *Pitchess* motions and code enforcement matters in state court, to being one of the lead negotiators for the City of Cupertino in the Apple Campus Development Agreement.

Additionally, Ben has successfully defended public agency land use approvals and General Plan amendments. Some of his successes include defending San Rafael's CEQA determinations and use permit approval at both the trial and appellate courts, allowing a minor league baseball team to play baseball at a downtown City park. Ben has also represented the City of Sausalito in a variety of land use litigation matters, including successfully representing the City in gaining the dismissal of a multi-million dollar lawsuit brought by the failed development application by Zack's.

In addition to Ben's land use experience, he regularly represents public clients in all aspects of property acquisition matters, from the pre-acquisition phase of eminent domain proceedings through litigation, trial, and appeal. Ben has successfully handled eminent domain cases for public agencies covering a variety of properties, and has significant expertise in real property law. Besides direct condemnation actions, Ben regularly litigates matters involving physical and regulatory takings. Ben assisted the City of Pacifica in both federal and state court against an aggressive developer who challenged the City's regulatory authority every step of the way on a project involving a potential subdivision. He also is recently defended the Sonoma-Marin Area Rail Transit ("SMART") in a contested inverse condemnation action involving a landowner claiming that SMART has no property right to proceed with the new train service. Ben currently assists cities and counties throughout the state with condemnation and inverse claims, including San Rafael, Redwood City, Napa, Livermore, San Carlos, American Canyon, and Santa Clara County.

Ben also routinely assists public agency clients in drafting and negotiating appropriate contracts and bidding documents, and has expertise with the California Public Contract Code and federal

and local government contracting procedures. In one such example of his contracting experience, Ben defended the City of Sunnyvale in a complex public contract dispute in both the trial and appellate court, resulting in a favorable published decision with statewide significance in the areas of the False Claims Act and the duty of a public entity to supply accurate specifications for public work projects; *Thompson Pacific Construction v. City of Sunnyvale* (2007) 155 Cal.App.4th 525.

Denise S. Bazzano – Proposed Assistant City Attorney

Denise Bazzano is a Partner in Burke's Oakland office and a member of Burke's Public Law Practice Group. Denise has been with Burke since 2018. Prior to joining Burke, Denise worked for Meyers Nave, another public law firm, and the City of San Jose with a combined total of over ten years of public sector practice. Early in her career, Denise worked in the private sector as a litigator for an insurance defense firm, Ericksen-Arbuthnot.

Denise currently serves as Assistant City Attorney for the Cities of Calistoga, Pacifica and as the Assistant Town Attorney for the Town of Moraga. Denise leverages her multi-faceted experience in municipal law and litigation to advise city councils and staff in a variety of areas of the law including the California Brown Act, Public Records Act, Political Reform Act, Public Contract Code and the California and U.S. Constitutions.

Denise also advises clients on a broad range of land use and planning matters, including the interpretation, drafting and application of zoning laws, the processing of land use applications for both commercial and residential development projects as well as compliance with the California Subdivision Map Act and CEQA. She also provides advice on real estate transactions and has experience drafting lease agreements, lease terminations, easements, subdivision improvement agreements, development agreements and other instruments relating to development projects. Denise has extensive experience relating to wireless telecommunications and has drafted telecommunications ordinances, tolling and license agreements and assists clients in the review and processing of land use permitting applications for wireless telecommunications facilities. She has also assisted a number of clients in drafting zoning regulations relating to commercial cannabis.

Denise has considerable experience in the area of nuisance abatement and administrative code enforcement. As a result of her skills and experience, Denise is able to provide both advisory and litigation services to her clients on enforcement issues relating to blighted property and substandard buildings as well as dangerous animals and vacation rentals. She has worked with several cities to develop regulatory and enforcement programs for special commercial industries such as cannabis. Denise is currently a member of the League of California Cities Cannabis Regulation Committee.

Denise has experience in election laws and has assisted clients in transitioning from a general at-large election system to a district based election system under the California Voting Rights Act.

Denise regularly provides training to clients on the Brown Act, Public Records Act and Brown Act and AB 1234 compliance.

Anna Shimko – CEQA and Real Property Special Counsel

Anna Shimko joined Burke in 2014 as a Partner in Burke's San Francisco office. Anna is chair of Burke's Real Estate and Business Practice Group and focuses her practice on all areas of land use, real estate development and environmental law, representing both public agencies and private landowners and developers in administrative and court proceedings. Anna has particular expertise in compliance with CEQA and NEPA and has worked daily in those arenas for more than 25 years. She works closely with project proponents, public agencies, and environmental consultants on preparing and defending CEQA and NEPA documents such as categorical exemptions, negative declarations, environmental impact reports (EIRs), and environmental impact statements (EISs), including for complex projects such as water rights transfers, desalination plants, and alterations to nuclear plants. She enjoys rolling up her sleeves to help clients devise the optimum CEQA/NEPA path and tackling complex projects that raise challenging issues in the CEQA/NEPA puzzle (particularly in the realms of transportation, air quality and climate change, water supply and rights issues, growth-inducing effects, alternatives, and cumulative impacts). Anna helps private clients through all stages of the land use approval process, obtaining entitlements to build or expand large shopping centers, stand-alone retail stores, mixed-use projects, hospitals, hotels and resorts, golf courses, residential developments and quarries, among others. She also assists cities, counties, special districts, and state agencies in regulating land and development, negotiating real estate transactional documents and development agreements, and updating general plans, specific plans, and zoning codes.

Michael G. Biddle – Real Estate and Land Use

Michael brings nearly thirty years of experience to his practice advising public agencies on all matters of municipal law while emphasizing real estate acquisition, site remediation, land use, CEQA, land disposition and development, and redevelopment dissolution. Prior to joining Burke in 2015, Michael served the City of Emeryville as its City Attorney from 1994 through 2015, after serving as its Assistant City Attorney for the previous five years. Michael routinely advised elected and appointed officials, City management and staff on a broad range of issues relating to economic redevelopment, hazardous materials remediation, affordable housing, planning and zoning, public contracting, public art, public finance (taxes, impact fees, assessments), governance (Ralph M. Brown Act, Public Records Act, Political Reform Act), and elections. Michael was also responsible for the management of several site remediation projects undertaken by the City and its former Redevelopment Agency, as well as the City's regulatory Brownfields Program in coordination with the Department of Toxic Substances Control and the Regional Water Quality Control Board.

Nicholas J. Muscolino – Litigation

Nick Muscolino joined Burke in 2012 and is a partner in the firm's Oakland office. Nick specializes in the legal and procedural defenses available to public entities under California law. He has successfully represented public entities in trial and appellate courts throughout California in disputes concerning inverse condemnation, preemption, eminent domain, the California Environmental Quality Act (CEQA), water rights, flood and storm water diversions, public nuisance, negligence, quiet title, breach of contract, the Religious Land Use and

Institutionalized Persons Act (RLUIPA), the Fair Housing Act, the Fair Employment and Housing Act, the First Amendment, Section 1983, preemption, redevelopment dissolution, local land use and zoning, and general plan consistency.

Nick also provides advisory services to cities and other public entities. He has served as a deputy or assistant city attorney to several cities. In that capacity, he advises on the Brown Act, the Public Records Act, CEQA, litigation, mobilehome issues, civil rights issues, affordable housing, and other areas of general municipal law. Nick drafts the staff reports, resolutions, ordinances, and agreements (e.g., purchase and sale, joint powers, loan, disposition and development), that public agencies need to serve the public. He also provides opinion letters on the legality of various housing preferences under state and federal law, and other land use and zoning-related issues.

LAW FIRM CLIENTS

Clients Represented by Ben Stock

Ben currently serves as Town Attorney for both Ross and Tiburon, City Attorney for the City of Benicia, and General Counsel for Eastern Contra Costa Transit Authority, Sanitary District Number 5, Sausalito-Marín City Sanitary District, and Vallejo Flood and Wastewater District.

Public Agency Clients

A list of Burke's public agency clients is included as Attachment B.

Conflicts of Interest

Before representation is undertaken by the firm for each new client and each additional matter for an existing client, the responsible partner must perform a conflict check and obtain the approval of the Managing Partner. The conflict check consists of a search through Burke's computerized database of billing records, client matter lists, and related names/parties to identify potential conflicts. This database is regularly and routinely updated. The responsible partner is provided with the results of this search and must then review and follow up on each potential conflict listed to determine whether a conflict has arisen under the Rules of Professional Conduct and under any special conflict rules imposed by the client. The matter is then discussed with and approved by the Managing Partner.

If a conflict of interest situation is identified involving Burke clients, Burke will notify and/or seek a waiver from the clients as required under the California Rules of Professional Conduct. If requested, Burke will assist the client in obtaining different counsel for the matter.

We are pleased to note that our search of our database for the City of Foster City resulted in no known conflicts of interest.

Adverse to Public Agencies

In the prior ten years, the firm's normal practice is to not engage in litigation or administrative matters adverse to public entities. However, in the abnormal situations where the firm has been adverse to a public entity, it usually is on behalf of another public entity.

Terminated Contracts

In the prior five years, no firm attorney who is proposed to be on the Foster City team has been dismissed, fired or had an agreement not renewed. In the prior five years, the firm has had two city attorney contracts terminated as part of a normal RFP process.

ADDITIONAL SERVICES

In-Service Training

We offer training programs focused on your needs.

Basic training programs are prepared and presented by your City Attorney Team at minimal cost to the City. These programs are intended to help keep Councilmembers, Commissioners, and employees up-to-date on current laws and practices. This component includes:

- Focused Trainings on the Brown Act, Conflicts of Interest, or Public Ethics
- Land Use 101
- Basic Contract Drafting and Administration
- AB 1234 Training
- Public Document Retention and Destruction
- Living with CEQA
- Basic Code Enforcement

Specialized Presentations: For a modest fixed price, you pick the topic and we will prepare the presentation for you. Recent specialized presentations have included:

- Making Project Findings and Avoiding Writs
- Prevention of Sexual Harassment
- Compliance with Federal and State Disability Laws
- Updating Employee Handbooks
- Handling Public Contract Bid Disputes
- Boundary Issues and Easement Law
- AB 2188 Implementation Requirements for Rooftop Solar Systems
- Local Public Employee Discipline, Discharge, and Procedure: Avoiding Costly Mistakes
- FLSA Compliance
- Discrimination Training
- Compliance with Leave of Absence Laws
- Addressing Workplace Violence
- Public Employee Retirement Benefits
- Social Media: Policies and Best Practices
- Update on Post-Redevelopment Legislation and Litigation
- Let's Be Clear: Plain Language for Local Government

Risk Management and Insurance Review

For all our cities where we serve as City Attorney, we work with the city's insurance carriers to verify that our clients are adequately insuring against encountered risks. Additionally, we have substantial experience working with those carriers should a coverage dispute occur and making sure that covered claims are in fact covered. Likewise, we routinely assist our clients with verifying that required insurance certificates from third parties are adequately prepared protecting our clients from any potential claims.

PROPOSED BUDGET

Fixed Monthly Rate

We propose an hourly rate for all General City Attorney Services of \$265/hour.

General City Attorney Services will include:

1. Representation and advise for the City Council, City Manager, Boards and Commissions, and City staff as directed, in all matters pertaining to their role in the organization and regarding the legality of matters under their consideration;
2. Attendance at Council meetings and closed sessions, Council subcommittee meetings, and Planning Commission meetings, as directed;
3. Legal opinions, assistance, consultation and routine legal advice and consultation;
4. Direct, as necessary, the update of City ordinances, procedures and practices;
5. Review and analyze local, state and federal pending legislation, laws, and court decisions, and provide updates, proactively propose modifications to City policies, ordinances, and plans;
6. Review, approve, and/or prepare ordinances, resolutions and staff reports in connection with preparation of agenda items, including preliminary research and analysis, and review of standard contracts, forms, notices, declarations, certificates, deeds, leases, and other supporting documents required by the City;
7. Analysis of Public Records Act responses and conflict of interest advice including Government Code 1090 and the Political Reform Act issues.
8. The areas of municipal law included within the range of basic services include:
 - a. Brown Act Compliance
 - b. Public Records Act
 - c. Conflicts of Interest
 - d. Election law
 - e. Contracts and franchises
 - f. Public Works contracting/public contracts/capital projects

- g. Americans with Disabilities Act (ADA)
- h. Tort liability and risk management

Special Counsel Hourly Rates

Special Services include litigation, arbitration, and mediation activities (including appellate work); complex construction; eminent domain; legal analysis and advice regarding complex environmental matters, including Endangered Species Act issues, environmental permitting and regulatory issues, Clean Water Act compliance issues, NPDES compliance, and the application of and compliance with the California Environmental Quality Act and National Environmental Policy Act; wage and hour determinations by the DIR; labor negotiations and complex personnel matters including disciplinary actions; imposition of fees and taxes pursuant to Propositions 26 and 218; and contested conflict of interest matters, including the defense of public officials in response to FPPC investigations and charges.

Staffing	Hourly Rate
Partners	\$335
Associate Attorneys	\$275

Reimbursable Hourly Rates

Reimbursable Special Services are any legal services provided to or at the request of the City, for which the City may obtain reimbursement from a third party (e.g. from the applicant for a development project), from a state, federal, or local grant or program, or services provided to a City utility or rate based enterprise.

Staffing	Hourly Rate
Partners	\$475
Associates	\$425

Adjustments

The rates for legal services quoted in this proposal will remain in effect for the first year of the contract. Thereafter, unless otherwise negotiated, the hourly rates will be increased by \$5 annually.

Billing Format and Procedure

Bills are sent out each month invoicing charges for the prior month. Fees for our services are charged in increments of 1/10th of an hour. The bills provide a specific description of the work performed by all attorneys, the time actually spent on the work item, and the billing rate of the

attorney. These bills also contain itemized descriptions of any out-of-pocket expenses incurred during the prior month.

REFERENCES AND EXAMPLES OF WORK

References

We are proud of our service record with our clients. We encourage you to contact the existing client references listed below about the merits of Burke, its personnel, and its services.

Client Name and Address	City of Benicia 250 East L. Street Benicia, CA 94510
Client Contact	Erik Upson, City Manager 707.746.4200 eupson@ci.benicia.ca.us
Team Members and Roles	Benjamin L. Stock – City Attorney
Scope of Work	City Attorney Services – Provide legal advice and problem solving for a wide range of municipal law issues including, but not limited to, Brown Act, Public Records Act, Political Reform Act, drafting of ordinances, resolutions and contracts; preparation of staff reports upon request and successful representation of City in litigation matters.

Client Name and Address	Town of Tiburon 1505 Tiburon Boulevard Tiburon, CA 94920
Client Contact	Greg Chanis, Town Manager 415.435.7373 gchanis@townoftiburon.org
Team Members and Roles	Ben Stock – Town Attorney Denise Bazzano – Special Counsel
Scope of Work	Town Attorney Services – Provide legal advice and problem solving for a wide range of municipal law issues including, but not limited to, Brown Act, Public Records Act, Political Reform Act, drafting of ordinances, resolutions and contracts; preparation of staff reports upon request and successful representation of Town in litigation matters.

Client Name and Address	Town of Ross 31 Sir Frances Drake Boulevard Ross, CA 94957
Client Contact	Joe Chinn, Town Manager 415.453.1453 ext. 107 jchinn@townofross.org
Team Members and Roles	Ben Stock – Town Attorney

Scope of Work	Town Attorney Services – Provide legal advice and problem solving for a wide range of municipal law issues including, but not limited to, Brown Act, Public Records Act, Political Reform Act, drafting of ordinances, resolutions and contracts; preparation of staff reports upon request and successful representation of Town in litigation matters.
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Client Name and Address	City of Pacifica 170 Santa Maria Avenue Pacifica, CA 94044
Client Contact	Kevin Woodhouse, City Manager 650.738.7409 kwoodhouse@ci.pacifica.ca.us
Team Members and Roles	Denise S. Bazzano – Assistant City Attorney
Scope of Work	Assistant City Attorney – Provide legal analysis and advice in a variety of areas of public law including land use matters, public contracting, the Brown Act, Public Records Act and Political Reform Act. Prepare contracts, ordinances, resolutions and staff reports for various agenda items.

Client Name and Address	Town of Moraga 329 Rheem Boulevard Moraga, CA 94556
Client Contact	Cynthia Battenberg, Town Manager 925.888.7020 cbattenberg@moraga.ca.us
Team Members and Roles	Denise S. Bazzano – Assistant Town Attorney
Scope of Work	Assistant Town Attorney – Provide legal analysis and advice in a variety of areas of public law including land use matters, public contracting, the Brown Act, Public Records Act and Political Reform Act. Prepare contracts, ordinances, resolutions and staff reports for various agenda items.

Examples of Work

Written samples of an ordinance, resolution, staff report and litigation memo to Council are included as Attachment C.

CONCLUSION

Burke has the experience, dedication, and resources to serve the City's needs ethically, efficiently, and cost-effectively. We will be happy to provide you with any additional information you require about our firm and welcome the opportunity to meet face-to-face to discuss Burke's capabilities and readiness to represent the City of Foster City. We appreciate your consideration of our proposal.

ATTACHMENT A – RESUMES



Benjamin L. Stock

Partner

Pronouns: he, him, his

Marin County

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PRACTICE GROUPS

Litigation
Public

EDUCATION

J.D., University of California, Hastings
College of the Law, 2000
B.A., Environmental Science, University of
California, Berkeley, 1996

ADMISSIONS

State Bar of California
United States District Court for the Central
District of California

AFFILIATIONS

League of California Cities, Legal
Advocacy Committee
League of California Cities, City Attorney's
Department Municipal Handbook
Committee

Benjamin Stock is an accomplished litigator in both state and federal courts. His litigation and transactional practice emphasizes municipal law, eminent domain, land use, and construction law. Additionally, Ben serves as Town Attorney for both Ross and Tiburon, City Attorney for the City of Benicia, and General Counsel for Eastern Contra Costa Transit Authority, Sanitary District Number 5, Sausalito-Marín City Sanitary District, and Vallejo Flood and Wastewater District.

With regard to his eminent domain practice, Ben plays a key role in public clients' property acquisition activities. He counsels public clients on early considerations and pre-acquisition activities necessary to the condemnation process. He also litigates condemnation actions, negotiates settlements and, when necessary, takes the matters through trial. Additionally, Ben drafts transactional documents related to the acquisition of property through eminent domain. He is currently assisting multiple public entities with their condemnation needs throughout the state. Ben has spoken at numerous conferences on issues involving eminent domain.

In addition to eminent domain, Ben has extensive experience representing public entities in litigation at both the trial court and appellate court levels. His areas of specialization include inverse condemnation and land use, CEQA, breach of contract, environmental law, and dangerous conditions public liability.

Ben also assists numerous public entities across the state on complex land use matters and in tax allocation matters before the State Board of Equalization.

RESULTS

- *City of Fillmore v. State Board of Equalization* (2011) 194 Cal.App.4th 716. Ben successfully obtained judicial intervention when the BOE failed to follow its regulations.
- *City of Industry, et al. v. City of Fillmore, et al.* (2011) 198 Cal.App.4th 191. Successfully overturned a demurrer whereby Plaintiffs claim that Defendants fraudulently obtained sales tax money from Plaintiffs.
- *Thompson Pacific Construction v. City of Sunnyvale* (2007) 155 Cal.App.4th 525. Ben assisted the City of Sunnyvale in a complex public contract dispute in both trial and appellate court, resulting in a favorable published decision with statewide significance in the areas of the false claims act and the duty of a public entity to supply accurate specifications for public work project.

- *108 Holdings v. City of Rohnert Park* (2006) 136 Cal.App.4th 106. Ben successfully defended the City against claims that the City unlawfully amended its general plan.
- *Emeryville Redevelopment Agency v. Harcros Pigments* (2002) 101 Cal.App.4th 1083. Ben represented the Redevelopment Agency on an appeal after a complex jury trial that resulted in a published Appellate opinion, which allowed the Agency to acquire the property at a fair price.

INSIGHTS

Presentations

"Interpreting and Valuing Easements Under Eminent Domain," CLE International's 20th Annual Northern California Eminent Domain Conference, October 30, 2018

"Ethics: Considerations for Your Eminent Domain Practice," CLE International Northern California Eminent Domain Conference, San Francisco, October 2016

"Ethical Considerations When Representing the Condemnor," CLE International, San Francisco, October, 2014

"The Interplay Between the Polanco Act and Eminent Domain: Condemning Contaminated Property," California Redevelopment Association Legal Issues Symposium, August, 2006

Publications

"Public Agency's Failure to Increase Final Offer from Amount of Its Appraisal Ruled Unreasonable as a Matter of Law, Thus Allowing Property Owner to Recover Its Litigation Expenses," *Burke Public Law Update*, November 2010

"California Supreme Court Gives Eminent Domain a Vote of Confidence," *California State Bar Public Law Journal*, Vol. 26, No. 1, p. 9, Winter, 2003



Denise S. Bazzano

Partner

Pronouns: she, her, hers

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PRACTICE GROUPS

Public

EDUCATION

J.D., Golden State University School of Law, 2001

B.S., Business Administration, St. Mary's College of California, 1995

ADMISSIONS

State Bar of California

AFFILIATIONS

Alameda County Bar Association, Public Law Section

Contra Costa County City Attorney's Association

Denise Bazzano is a member of Burke's Public Law Practice Group where she leverages her multi-faceted experience in municipal law and litigation to assist public entities in a variety of legal and regulatory matters. She currently serves as Assistant City Attorney for the Cities of Pacifica and Calistoga and Assistant Town Attorney for the Town of Moraga.

Denise regularly advises city councils, planning commissions, boards and staff on a wide range of both transactional and litigated matters including issues relating to land use, public bidding, real property transactions, code enforcement, cannabis regulation, animal control and purchasing. Additionally, she provides regular advice regarding compliance with the California Brown Act, Public Records Act, Public Contract Code and the California and U.S. Constitutions. Denise also has a thorough knowledge of the Political Reform Act and other laws relating to conflicts of interest and regularly provides ethics training (AB1234), as well as specialized training in other areas of public law that ensure transparency such as the Public Records Act and the Brown Act.

Denise advises clients on a broad range of land use and planning matters, including the interpretation, drafting and application of zoning laws, the processing of land use applications for both commercial and residential development projects as well as compliance with the California Subdivision Map Act and the California Environmental Quality Act. She also provides advice on real estate transactions and has experience drafting lease agreements, lease terminations, easements, subdivision improvement agreements, development agreements and other instruments relating to development projects. Denise has extensive experience relating to wireless telecommunications and has drafted telecommunications ordinances, tolling and license agreements and assists clients in the review and processing of land use permitting applications for wireless telecommunications facilities. She has also assisted a number of clients in drafting zoning regulations relating to commercial cannabis.

Denise has considerable experience in the area of nuisance abatement and administrative code enforcement. For each of her clients, Denise works closely with staff to develop an enforcement strategy that complies with legal requirements and achieves the code enforcement goals of the client. She has worked with several cities to develop programs relating to the regulation of special industries such as massage and cannabis. As a result of Denise's skills and experience, she is able to provide both advisory and litigation services to her clients on enforcement issues relating to blighted property and substandard buildings as well as dangerous animals and vacation rentals.

Denise also has experience in election laws and has assisted clients in transitioning to by district elections under the California Voting Rights Act.

Denise is currently a member of the League of California Cities Cannabis Regulation Committee.

INSIGHTS

Publications

“*National Lawyers Guild v. City of Hayward*: No Cost for Redaction of Bodycam Footage in Response to CPRA Request,” *The Authority*, California JPIA Newsletter, Issue 100, June 2020

“A Refresher On General Conflict-Of-Interest Rules” *Western City Magazine*, December 2020

“Bill Summaries: Animal Protections”, October 2020

“SB 288 – CEQA Exemption for Alternative Transportation Projects,” October 2020

“Changes to Public Generally Exception and New Requirement for Posting of Campaign Disclosure Documents Filed in Paper Format,” October 2020

“Bill Summaries | AB 2231 and AB 2311,” October 2020

“Housing Roundup: New Housing Bills Signed by Governor Newsom,” October 2020

“Recent Legislation Affecting Scooters, Skateboards and Parking Penalties,” September 2020

“AB 992 | The Brown Act & Social Media,” September 2020

“COVID-19 Updates for Employers,” September 2020

“*Protecting Our Water and Environmental Resources v. County of Stanislaus*,” September 2020

“Santa Monica’s At-large Method of Elections Does Not Violate the California Voting Rights Act,” August 2020

“Local Public Agencies Must Ensure Emails and Other Documents Are Retained Throughout CEQA Process and Override Automated Deletion Policies,” August 2020

“Local Special Taxes Proposed by Voter Initiative Subject to Majority Voter Approval,” July 2020

“FPPC Disclosure Revisions to Close Conflict of Interest Loophole,” July 2020

“Navigating the Brown Act During a Period of Local Emergency Due to COVID-19,” March 2020

“Zoning Ordinance Did Not Violate the Religious Land Use and Institutionalized Persons Act (RLUIPA),” February 2020

“Are you Compatible? Second Appellate District Considers Incompatible Offices and Finds Offices of Mayor and Board Director are Incompatible,” February 2020

“Brown Act: The Importance of Sticking to Your Agenda,” May 2019

“Brown Act: Avoiding Violations by Responding to Cease and Desist Letters,” May 2019

“Using The ‘Committee Exception’ To Exclude Public Comment At Special Meeting Violates Brown Act,” March 2019

“Access to Private Entity Records is Not Enough to Compel Disclosure Obligations Under CPRA,” January 2019



Michael G. Biddle

Partner

Pronouns: he, him, his

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PRACTICE GROUPS

Environmental, Land Use, and Natural Resources

Public

Real Estate and Business

EDUCATION

J.D., Golden Gate University, 1988

B.A., Environmental Science, University of California, Berkeley, 1983

ADMISSIONS

California State Bar

AFFILIATIONS

League of California Cities, City Attorney's Division Post-Redevelopment Task Force

California Bar Association, Environmental Law and Public Law Sections

Michael brings nearly thirty years of experience to his practice advising public agencies on all matters of municipal law while emphasizing real estate acquisition, site remediation, land use, CEQA, land disposition and development, and redevelopment dissolution. Michael served the City of Emeryville as its City Attorney from 1994 through 2015, after serving as its Assistant City Attorney the previous five years, and routinely advised elected and appointed officials, City management and staff on a broad range of issues relating to economic redevelopment, hazardous materials remediation, affordable housing, planning and zoning, public contracting, public art, public finance (taxes, impact fees, assessments), governance (Ralph M. Brown Act, Public Records Act, Political Reform Act), and elections. Michael was also responsible for the management of several site remediation projects undertaken by the City and its former Redevelopment Agency, as well as the City's regulatory Brownfields Program in coordination with the Department of Toxic Substances Control and the Regional Water Quality Control Board.

Michael is a member of the Post-Redevelopment Task Force organized by the City Attorney's division of the League of California Cities to provide guidance to cities and successor agencies on redevelopment dissolution matters.

RESULTS

Programs and Projects

- Brownfields Program – Pursuant to Polanco Redevelopment Act, managed City approval of cleanup plans and site closure of private development projects. Managed preparation and implementation of site cleanup plans in coordination with DTSC and RWQCB of numerous public projects.
- Elections – Prepared legislation and impartial analysis of initiative measures related to establishment of city charter, real property transfer tax, utility users tax, transient occupancy tax, business license tax, card room tax, hotel minimum wage.
- Pixar Animation Studios – Represented City in preparation and review of EIR, advised staff in processing land use entitlements, and negotiated owner participation agreement and development agreement for development of 15 acre site with 800,000 s.f. campus.
- Inclusionary Housing and First Time Homebuyer Program – Drafted inclusionary housing ordinance and negotiated numerous affordable housing covenants with developers of rental and ownership housing. Drafted loan documents and affordable housing covenants in connection with first time homebuyer program and provide ongoing advice relating to loan defaults, foreclosures, workouts, restructures, and short sales.

- Assessment Districts/Impact Fees – Advise staff and engineer in creation of assessment district funding property acquisition and construction of mile long Bay/Shellmound Street; Advised engineer in the creation, renewal and extension of property and business improvement district providing fare-free bus shuttle, operating 7 days a week, serving 2 million riders annually with a budget of \$3.9 million; Reviewed fee studies and drafted legislation for adoption of development impact fees related to traffic, parks and open space, and affordable housing.
- Ambassador Laundry – Negotiated purchase and sale agreement for acquisition of five parcels assembled for development of a 100 unit housing development affordable to low income households. Acquired rights of double-faced billboard through settlement of eminent domain action. Negotiated disposition and development agreement for development of project. Prepared legislation for abandonment of public right-of-way as part of site assemblage and acquired through eminent domain underlying fee interest.
- Emeryville Center of Community Life - Drafted and negotiated Master Joint Occupancy Agreement between City and School District to provide \$25 million of Successor Agency bond funds towards construction of \$90 million joint K-12 facility, and space for community recreational, educational, and health programs.
- Emeryville Greenway – Negotiate purchase and sale agreement with Union Pacific Railroad providing for the acquisition and seller's contribution towards cost of remediation of mile long rail spur and two acre rail yard transformed to linear pedestrian/bicycle way and public park.
- Amtrak Station – Developed administrative record to support construction of new train station as statutorily exempt from CEQA. Negotiated real property exchange agreement with U.S. Postal Service for extension of roadway enhancing traffic circulation. Secured aerial easement from Southern Pacific with approval of Public Utilities Commission for pedestrian bridge over main line providing connection to train station.
- Emery Station West – Transit Center – Advised staff in preparation and review of Mitigated Negative Declaration for 250,000 s.f. laboratory/office space, 675 parking spaces, and six Amtrak-bus bays on a 1.1 acre contaminated site subject to consent agreement with the U.S. EPA. Negotiated Development Agreement and Agreement for Public Improvement Funding, providing \$9.5 million of combined Successor Agency funds and state and federal grants for development of 125 public parking spaces and six Amtrak-bus bays for adjacent Amtrak station. Managed investigation and characterization of site conditions, preparation and approval of remedial action plan approved by the U.S. EPA and DTSC. Negotiated Environmental Remediation Agreement requiring implementation of remedial action plan by CBS Corporation pursuant to oversight by the U.S. EPA and DTSC in exchange for release of claims under Polanco Redevelopment Act and AB 440.
- IKEA Home Furnishings – Represented City and Agency as a “responsible agency” in preparation and review of EIR, advised staff in processing land use entitlements, and negotiated owner participation agreement involving development of 10 acre site straddling Emeryville-Oakland border with home furnishings store. Negotiated agreement with City of Oakland regarding distribution of sales tax.
- South Bayfront Site A - Bay Street – Assembled 25 acre site historically devoted to industrial operations, through negotiated purchase and sale agreements or use of eminent domain authority from six separate parties. Negotiated settlement of claims for relocation benefits and loss of goodwill. Managed investigation and characterization of site conditions, preparation and approval of remedial action plan and implementation of remedy pursuant to oversight by DTSC. Supervised and managed cost recovery litigation recovering \$12 million of cleanup costs and fees. Advised staff in preparation and review of EIR, processing land use entitlements, and negotiated agreement with developer involving development of site with 300,000 square feet of retail/restaurants, 15 screen theater, 360 rental units (40% affordable to low income households), 100 ownership units, and a 200 room hotel. Interacted with the Native American Heritage Commission and the Most Likely Descendent, to ensure compliance with CEQA mitigation measures identified to address impacts of development on the Emeryville Shellmound, dating back 2800 years.
- Emeryville Marketplace – Negotiated Development Agreement regarding development of 675 residential housing units, up to 180,000 s.f. of retail space, 120,000 s.f. of office space, expansion of City park, and exchange of property between City and developer for new alignment of roadway on a 13.5 acre site in several phases.

INSIGHTS

Presentations

“Brownfields and Public/Private Partnerships,” California Association for Local Economic Development, August 2015



Nicholas J. Muscolino

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PRACTICE GROUPS

Litigation
Public
Real Estate and Business

EDUCATION

J.D., Order of the Coif, University of California, Davis School of Law, 2009
B.A., *magna cum laude*, Political Science and Business Economics, University of California, Santa Barbara, 2006

ADMISSIONS

State Bar of California
United States Court of Appeals for the Ninth Circuit
United States District Court for the Central District of California
United States District Court for the Northern District of California

AFFILIATIONS

Contra Costa County Bar Association
Bay Area City Attorneys Association
League of California Cities

Nick Muscolino is a partner in the firm's Oakland office. Nick specializes in the legal and procedural defenses available to public entities under California law. He has successfully represented public entities in trial and appellate courts throughout California in disputes concerning inverse condemnation, preemption, eminent domain, the California Environmental Quality Act (CEQA), water rights, flood and storm water diversions, public nuisance, negligence, quiet title, breach of contract, the Religious Land Use and Institutionalized Persons Act (RLUIPA), the Fair Housing Act, the Fair Employment and Housing Act, the First Amendment, Section 1983, preemption, redevelopment dissolution, local land use and zoning, and general plan consistency.

Nick also provides advisory services to cities and other public entities. He has served as a deputy or assistant city attorney to several cities. In that capacity, he advises on the Brown Act, the Public Records Act, CEQA, litigation, mobilehome issues, civil rights issues, affordable housing, and other areas of general municipal law. Nick drafts the staff reports, resolutions, ordinances, and agreements (e.g., purchase and sale, joint powers, loan, disposition and development), that public agencies need to serve the public. He also provides opinion letters on the legality of various housing preferences under state and federal law, and other land use and zoning-related issues.

Nick graduated Order of the Coif from the University of California, Davis in 2009, where he served as an Executive Editor of the Journal of Environmental Law and Policy. After law school, Nick served as a law clerk to the Honorable Justice Morgan Christen of the Alaska Supreme Court (now of the Ninth Circuit Court of Appeals) in Anchorage before entering private practice at a large law firm in San Francisco.

Nick works closely with clients to understand their goals and to determine how to achieve their desired outcomes in the most cost-effective and timely manner.

RESULTS

- Nick represented a northern California transit district in litigation involving (1) affirmative claims against a property owner for nuisance, negligence, and injunctive relief arising out of the property owner's construction of improvements that damage the district's infrastructure during storm events; and (2) defending against claims for inverse condemnation, negligence, and breach of contract. Nick successfully defeated a multi-million dollar inverse condemnation claim via motion for summary adjudication.

- Nick defended a city in a federal lawsuit alleging that a resolution and ordinance affecting rail-related development violated the Dormant Commerce Clause and is preempted by the Interstate Commerce Commission Termination Act, the Hazardous Materials Transportation Act, and the Shipping Act.
- Nick defended a northern California sanitary district in litigation alleging that the district had overcharged customers for sanitary sewer fees. After three rounds of demurrers, the court sustained the district's demurrer with prejudice.
- Nick defended a northern California city against a petition for writ of mandate alleging that the city's approval of a project violated CEQA and the Planning and Zoning Law. Nick defeated the petition on the merits and persuaded the trial court to award the City nearly \$70,000 in costs to prepare the administrative record.
- Nick defended a northern California city in a lawsuit alleging more than \$10 million in damages for the city's alleged taking of private water rights without just compensation. Nick defeated the breach of contract claims at the pleadings stage by successfully asserting the Government claims Act. He then defeated the remaining inverse condemnation claims via motion for summary judgment.



Anna C. Shimko

Partner

Pronouns: she, her, hers

San Francisco

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PRACTICE GROUPS

Environmental, Land Use, and Natural Resources

Real Estate and Business

EDUCATION

J.D., Cornell Law School, 1986

B.A., Urban Studies, University of California, Davis, 1983

ADMISSIONS

State Bar of California

AFFILIATIONS

Secretary/Librarian, Land Use and Environment Committee, American College of Real Estate Lawyers

President, Harbor Equity Group, Waldo Point Harbor, April 2015 – present

Marin Montessori School Campus Planning Committee, 2015-present

Advisory Council and Board of Directors, San Francisco Planning and Urban Research Association, 2003-2014

California Building Industry Association/California Business Properties Association, CEQA Reform Task Force, 1992-present

Treasure Island/Yerba Buena Island Citizens Advisory Board, 2001-2004

San Francisco Juvenile Probation Commission, 1996-2000

Vice President, Associated Students of UC Davis, 1981

City of Davis Ad Hoc Committee to Update the Housing Element, 1982

Anna Shimko is Chair of Burke's Real Estate and Business Practice Group. She focuses her practice on all areas of land use, real estate development, and environmental law, representing both public agencies and private landowners and developers in administrative and court proceedings to bring projects to fruition. Anna has particular expertise in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She works closely with project proponents, public agencies, and environmental consultants on preparing and defending CEQA and NEPA documents such as negative declarations, environmental impact reports (EIRs), and environmental impact statements (EISs), including for complex projects such as water rights transfers, multi-phased mixed-use projects and large campus master plans. Anna helps private clients through all stages of the land use approval process, obtaining entitlements to build or expand large shopping centers, stand-alone retail stores, mixed-use projects, hospitals, hotels and resorts, golf courses, residential developments, and quarries, among others. She also assists cities, counties, special districts, and state agencies in regulating land and development, negotiating real estate transactional documents and development agreements, and updating general plans, specific plans, and zoning codes. Anna represents clients in matters involving the Subdivision Map Act, annexation, historic resources, public-private partnership transactions and financing mechanisms, the Coastal Act, air quality regulations, water supply, climate change regulations, transportation planning, eminent domain, and inverse condemnation. Anna litigates land use, CEQA, and NEPA matters for public and private clients at trial court and appellate court levels, and serves as an expert witness throughout California in cases involving land use development issues.

RESULTS

Private Developers

- Represented a well-known Bay Area computer animation studio in securing development agreement and zoning for a four-phase headquarters project.
- Defended in court the EIR and entitlements for a 20,000-acre residential development and open space preserve in the Carmel Valley.
- Represented one of California's largest grocery store chains and a large nationwide home improvement store in numerous projects throughout the state to build new stores or expand existing venues.
- Represented residential developer in obtaining local and coastal permits, including through several lawsuits and global settlement of Coastal Act, wetland, subdivision, traffic, and inverse condemnation issues.

- Assisted prominent football team in drafting ballot measure and seeking permits for new stadium and shopping mall.
- Represent Native American tribe with environmental review under state compact for new casino, as well as with CEQA and NEPA documents for federal and state permits related to highway improvements, management contract and other permits, and with associated litigation.
- Secured major use permit amendments for renovation of Napa Valley resort on National Register of Historic Places.
- Defended in court EIR and general plan consistency findings for shopping center in Monterey County involving water supply, traffic impact, and hazardous materials issues.
- Assisted private developer with transit-oriented development grant funding and entitlements from and agreements with public agencies for housing project near rapid transit station.
- Represented national developer in obtaining development agreement and all permits for phased shopping center, residential, and hotel project on redevelopment lands.
- Defended CEQA review and height variance at trial court and Court of Appeal for demolition of unreinforced masonry building and construction of new research laboratory.
- Worked with a Bay Area developer on an EIR, development agreement and permits for a mixed-use, phased redevelopment of commercial uses on port lands.
- Represented a national hotel chain in its renovation of a high-end San Francisco hotel.

Public Agencies

- Represent the City of Los Angeles defending land use and CEQA litigation concerning City approval of development projects at the trial and appellate court levels.
- Represented City of Albany in preparing an EIR for a waterfront development master plan, and later negotiated and defended in court a development agreement and gaming ordinance for a card room facility at a live horse racing venue on the waterfront.
- Assisted the University of California at San Francisco with preparing EIRs (and defending associated litigation) for its acquisition of the Mount Zion Hospital and development of a biomedical research facility and administrative research space at the Laurel Heights campus.
- Represent City of Santa Clara with ground leases, development agreements, EIRs and entitlements for private development of entertainment, office, retail, and residential uses on city land adjacent to Levi's Stadium.
- For City of San Carlos, prepared development agreement with Palo Alto Medical Foundation for hospital and medical office project, and assisted with EIR, general plan amendments and all permits.
- Represented City of Orinda with a specific plan and EIR for mixed-use development of the Gateway Valley.
- Worked with consulting firms to advise the California Public Utilities Commission in environmental review for the sale of fossil-fueled and hydroelectric power plants and siting new transmission lines and substations throughout the state, for replacement facilities at nuclear power plants, and for desalination plant to supply water to Monterey Peninsula.
- Assisted Zone 7 Water Agency with an EIR for a water supply, transfer, and storage program.
- Defended CEQA review of City of San Carlos decision to replace grass with turf on City play fields.

INSIGHTS

Presentations

"Avoiding Speed Bumps at the Intersection of Land Use and Real Estate Law," 37th Annual Real Property Law Section

Retreat, Hyatt Regency Embarcadero, April 21, 2018

"CEQA: An Update," California Water Law Conference, San Francisco, CA, November 13, 2017

"California Environmental Quality Act: Key Developments Affecting Water Projects," Annual California Water Law Conference, San Francisco, November 2016

"Current Developments in CEQA Law and Practice," The Administrative and Public Environmental Law Conference, June 2015

Speaker, "Current Issues in Land Use Regulation and Development," California Environmental Quality Act Update Cases Late 2011 to Present, California Continuing Education of the Bar, September 2012

"Aetna Springs Resort," California Building Industry Association Select Conference on Industry Litigation, April 2012

"Hydraulic Fracturing: Permitting and Environmental Reviews," The Seminar Group, November 2011

"Americans with Disabilities Act Primer," 2011 for insurance company

"Cumulative Impacts," Climate Change, Cumulative Impacts and Compliance: 6th Annual National Environmental Policy Act (NEPA) CLE International Conference, January 2010

"Coming Soon to Your State or Federal Government: the Climate Change Regulation Experience in California," ICSC U.S. Shopping Center Law Conference, October 2009

"The Benefits of Development Agreements," League of California Cities Planners Institute, March 2009

"Land Use in Northern California," Law Seminars International, March 2009

"AB 32 Session Climate Change: Science, Law & Policy," California Business Properties Association, Fall 2008

"The Changing Climate of California Real Property Law," California Continuing Education of the Bar, Fall 2008

"Green Building Conference," CLE International, February 2008

"The Challenges of Urban Development: Trends and Legal Issues for Real Property Practitioners," California Continuing Education of the Bar, Fall 2007

"Land Use Regulation and Development," California Continuing Education of the Bar, Fall 2006

"Regulatory Takings Conference," CLE International, 2003

"2002 Spring CEQA Workshop Series," Association of Environmental Professionals, 2002

"Regulatory Takings Conference," CLE International, 2002

"CEQA: What Is It and How Does It Impact Telecommunications Projects?," Federal Communications Bar Association, Northern Chapter, 2002

RECOGNITIONS

American College of Real Estate Lawyers, Elected Member

Lambda Alpha International (global land economics society), Elected Member

California's Top 50 Development Lawyers, Daily Journal, 2014

Selected to The Top 50 Women Attorneys in Northern California, Super Lawyers Magazine 2004-2005

Selected to Northern California Super Lawyers, 2004 – present

Best Lawyers in America (Land Use and Zoning), 2012 – present

ATTACHMENT B – PUBLIC CLIENTS

Alameda Corridor Transportation Authority	City of Burbank	City of La Habra
Alisal Union School District	City of Burlingame	City of Laguna Beach
Alum Rock Union Elementary School District	City of Calabasas	City of Laguna Niguel
Banning Library District	City of Calistoga	City of Lake Elsinore
Bear Valley Community Services District	City of Camarillo	City of Lancaster
Berkeley Unified School District	City of Camarillo Successor Agency	City of Lathrop
Berryessa Union School District	City of Capitola	City of Lawndale
Beverly Hills Unified School District	City of Carmel-by-the-Sea	City of Lemon Grove
Calaveras County Water District	City of Cathedral City	City of Livermore
California Department of Corrections and Rehabilitation	City of Chino Hills	City of Lodi
California Joint Powers Insurance Authority	City of Chula Vista	City of Long Beach
California State University, San Bernardino	City of Concord	City of Los Angeles
Camarillo Community Development Commission Successor Agency*	City of Corona	City of Lynwood
Camarillo Sanitary District	City of Coronado	City of Manhattan Beach
Capistrano Unified School District	City of Coronado Successor Agency	City of Menlo Park
Central County Fire Department	City of Culver City	City of Merced
Chico Area Recreation & Park District	City of Cupertino	City of Milpitas
Chico Unified School District	City of Daly City	City of Monte Sereno
City of Adelanto	City of Daly City Successor Agency to the Daly City Redevelopment Agency	City of Monterey
City of Agoura Hills	City of Delano	City of Moreno Valley
City of Alameda	City of Duarte	City of Morgan Hill
City of Alhambra	City of Eastvale	City of Mountain View
City of American Canyon	City of El Centro	City of Napa
City of Anaheim	City of El Monte	City of Newark
City of Antioch	City of Emeryville	City of Newport Beach
City of Atascadero	City of Eureka	City of Novato
City of Barstow	City of Foster City	City of Oakland
City of Beaumont	City of Fountain Valley	City of Oroville
City of Bellflower	City of Fremont	City of Oxnard
City of Belvedere	City of Fresno	City of Pacifica
City of Benicia	City of Fullerton	City of Palm Desert
City of Berkeley	City of Garden Grove	City of Palm Springs
City of Beverly Hills	City of Glendale	City of Palmdale
City of Brawley	City of Glendale/Successor Agency to the Glendale RDA	City of Palo Alto
City of Brentwood	City of Half Moon Bay	City of Pasadena
City of Buellton	City of Hawaiian Gardens	City of Patterson
	City of Hawthorne	City of Petaluma
	City of Hayward	City of Petaluma/Successor Agency to the Petaluma RDA
	City of Healdsburg	City of Piedmont
	City of Hemet	City of Pittsburg
	City of Hermosa Beach	City of Placentia
	City of Hollister	City of Pleasanton
	City of Huntington Beach	City of Port Hueneme
	City of Imperial	City of Redondo Beach
		City of Redwood City
		City of Rialto
		City of Richmond
		City of Riverside

City of Rohnert Park
City of Rolling Hills Estates
City of Rosemead
City of Roseville
City of Sacramento
City of Salinas
City of San Bruno
City of San Buenaventura
City of San Carlos
City of San Diego
City of San Jose
City of San Luis Obispo
City of San Marino
City of San Rafael
City of Santa Ana
City of Santa Barbara
City of Santa Clara
City of Santa Clarita
City of Santa Cruz
City of Santa Rosa
City of Sausalito
City of Seaside
City of Simi Valley
City of Solana Beach
City of Solana Beach
Successor Agency
City of Soledad
City of South Lake Tahoe
City of St. Helena
City of Stockton
City of Sunnyvale
City of Tehachapi
City of Temple City
City of Temple City
Redevelopment Successor
Agency
City of Thousand Oaks
City of Torrance
City of Tracy
City of Union City
City of Union City/Union City
Successor Agency
City of Vacaville
City of Vacaville
City of Vallejo
City of Vernon
City of Watsonville Successor
Agency
City of Whittier
City of Wildomar
Clean Power Alliance

Coast Community Community
College District
Compton Unified School District
Conejo Valley Unified School
District
Contra Costa County
County of Alameda
County of Alameda / Successor
Agency to the Alameda
County Redevelopment
Agency
County of Imperial
County of Kern
County of Modoc
County of Napa
County of Orange
County of Placer
County of San Benito
County of San Bernardino
County of San Bernardino -
CFSD
County of San Bernardino
Successor Agency
County of San Joaquin
County of Santa Clara
County of Sonoma
County of Stanislaus
County Sanitation Districts of
Los Angeles
Crescenta Valley Water District
Desert Career College
Diablo Community Services
District
Eastern Contra Costa Transit
Authority (ECCTA)
El Monte Unified School District
El Rancho Simi Cemetary
District
Franklin-Mckinley School
District
Fremont Union High School
District
Friant Water Authority
Friant Water Political Action
Committee
Gavilan Community College
District
Hayward Unified School District
Hemet Housing Authority
Hemet Redevelopment
Successor Agency
Hesperia Unified School District

Housing Authority of the City of
Glendale
Housing Authority of the City of
Los Angeles
Housing Authority of the City of
Napa / City of Napa
Housing Authority of the City of
Richmond
Housing Authority of the County
of Contra Costa
Housing Authority of the County
of Santa Clara
Inglewood Unified School
District
Ironhouse Sanitary District
Irvine Ranch Water District
Jamul Indian Village
Jurupa Area Recreation and
Parks District
Jurupa Unified School District
Kelseyville Fire Protection
District
Livermore Valley Joint Unfied
School District
Long Beach Community College
District
Los Altos School District
Los Angeles County
Metropolitan Transportation
Authority
Los Angeles County Public
Guardian
Los Angeles Department of
Water and Power (LADWP)
Los Angeles Unified School
District Bond Oversight
Committee
Los Angeles World Airports
(LAWA)
Los Gatos/Saratoga Dept. of
Community/Recreation
Los Gatos-Saratoga Joint Union
High School District
Marin Healthcare District
Marin Wildfire Prevention
Authority
Menlo Park City School District
Mesa Water District
Metropolitan Water District of
Southern California
Milpitas Unified School District
Monte Vista Water District

Montebello Unified School District
Moreland School District
Morgan Hill Unified School District
Moss Landing Harbor District
Mt. Diablo Unified School District
Mt. Pleasant Elementary School District
North County Transit District
Oak Grove School District
Oakland Redevelopment Successor Agency
Oakland Unified School District
Oakland-Alameda County Coliseum Authority
Olivehurst Public Utility District
Omnitrans
Orange County Employees Retirement System (OCERS)
Orange County Flood Control District
Orange County Water District
Otis School of Arts and Design
Oxnard Union High School District
Palo Alto Unified School District
Paradise Unified School District
Placer County Office of Education
Placer County/Placer County Successor Agency
Pleasant Hill Redevelopment Successor Agency
Port of Stockton
Prison Industry Authority
Ravenswood City School District
Redwood City Port Department
Renewal Enterprise District
Rosamond Community Services District
Roseville City School District
Ross Valley Sanitary District
Sacramento Housing & Redevelopment Agency
San Bernardino Community College District
San Francisco Unified School District

San Gabriel Valley Council of Governments
San Joaquin Regional Rail Commission
San Jose Unified School District
San Luis Obispo County Office of Education
San Luis Obispo Local Agency Formation Commission
San Mateo County Mosquito & Vector Control District
San Mateo Union High School District
San Ramon Valley Fire Protection District
Sanitary District No. 5 of Marin County
Santa Clara Family Health Plan
Santa Clara Valley Habitat Agency
Santa Clara Valley Water District
Santa Cruz Port District
Santa Margarita Water District
Santa Monica Community College District
Santa Monica-Malibu Unified School District
Santa Rita Union School District
Santa Rosa City Schools
Saratoga Union School District
Sausalito-Marin City Sanitary District
Solano County
Solano County Office of Education
Sonoma County Library
Sonoma County Transportation Authority
Sonoma Marin Area Rail Transit District
Sonoma Valley Unified School District
South Bay Community Services
Southeast Area Animal Control Authority (SEAACA)
Southern California Regional Rail Authority (SCRRA)
Southwestern Community College District

Special District Risk Management Agency
State Center Community College District
Stockton Unified School District
Sunline Transit Agency
Sylvan Union School District
Tahoe Transportation District
Torrance Unified School District
Town of Apple Valley
Town of Danville
Town of Mammoth Lakes
Town of Moraga
Town of Ross
Town of San Anselmo
Town of Tiburon
Town of Truckee
Town of Yucca Valley
Turlock Irrigation District
U.S. Bureau of Prisons
Union Sanitary District
University of California Los Angeles
University of California, Riverside
Val Verde Unified School District
Vallejo Flood & Wastewater District
Victor Valley Community College District
West Basin Water District
West Bay Sanitary District
West County Wastewater District
Western Placer Unified School District
Woodside School District

ATTACHMENT C – WRITTEN SAMPLES



MEMORANDUM

ATTORNEY-CLIENT COMMUNICATION

TO: Honorable Mayor and Members of the [REDACTED] City Council
[REDACTED], City Attorney
[REDACTED], City Manager

FROM: Benjamin L. Stock

DATE: July 7, 2011

RE: [REDACTED]

As the Council is aware, the City has been engaged in litigation with [REDACTED] since March of 2005. The purpose of this memo is to update the Council on the status of the litigation, identify the City's risk, and provide the Council with a recommended settlement approach for the upcoming court ordered mediation.

After the Court of Appeal reversed the Trial Court's grant of summary judgment, [REDACTED] alleged four causes of action relating to its former property: private nuisance, inverse condemnation, regulatory taking, and promissory estoppel. The City successfully demurred to the promissory estoppel cause of action, and the City filed a motion for summary judgment to the remaining causes of action (nuisance, inverse condemnation, and regulatory taking). The summary judgment hearing is scheduled for July 26, 2011. Should the court grant the City's motion, the lawsuit will be terminated. However, should the court not grant the motion in full, the parties are scheduled to mediate the dispute before the retired Court of Appeal Justice William Cahill on July 27, 2011. In order to prepare for this mediation, our office has reviewed discovery obtained from third parties and from [REDACTED] in order to assess potential damages should the City not prevail on its summary judgment motion.

This office remains optimistic that the court will grant the motion for summary judgment on the regulatory and inverse claims on the basis that they are time barred and unripe for adjudication. Therefore, for purposes of developing an updated damages figure, our office has not reviewed damages available under the inverse claims.¹ However, given the Court of Appeal's published decision, the City is more vulnerable on

¹ As the Council may recall, after our office took over this litigation, we provided a memo dated July 21, 2010, which outlined the worst case scenario should the court find inverse liability and nuisance liability, and those damages amounted to a potential of \$4.3 million to \$50 million, plus attorneys fees, for damages relating to losing property that should have been entitled as of 2005.

Honorable Mayor and Members of the [REDACTED] City Council
[REDACTED] City Attorney
[REDACTED], City Manager

July 7, 2011

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the nuisance cause of action. The City has sought summary judgment on the nuisance claim, arguing in part that the claim is barred by the statute of limitations on the theory that the nuisance is permanent, and was created in 1979 when the lease began with Edgewater. The Court could, however, find that the nuisance is continuous, not permanent. If the Court makes this finding, [REDACTED] will not be barred by the statute of limitations. Instead, [REDACTED] will be limited to damages for three years from "commencement" of the action (i.e., [REDACTED] receives damages from 3/02 until either 3/05 or until 12/08 when the City abated the nuisance). The types of damages [REDACTED] is entitled to under a continuance nuisance theory are limited as compared to inverse, and should only include the rent differential between what he could have rented out the warehouse but for the nuisance. However, if the Court does make a finding that there was a continuous nuisance the City may have some exposure.

In his complaint, [REDACTED] claims that it would have made \$9,000 a month in profit on the warehouse but for the nuisance.² There are 79 months at issue, so if this number were adopted by the Court, the total exposure would be \$711,000. The documents we have reviewed to date, however, indicate a lower number. One document references renting the warehouse for \$8,000 per month in the as is condition (with the Edgewater Lease in full effect), and another document indicates that without the nuisance, the warehouse could be rented for \$14,000 per month. Based on these documents, a more accurate number would be the differential between these two values, which is \$6,000 a month. Under this theory, the exposure is approximately \$474,000.

The City can and will refute the reasonableness of even this lower damage number. First, the City can argue that the length of time is actually 36 months (as opposed to 79 months) since a continuance nuisance theory only reaches back from the "commencement" of the lawsuit and does not operate prospectively. While this issue is not well settled, there is legal authority to support the theory. Under this theory, the \$6,000 a month loss would only be recoverable for 36 months, for a total exposure of \$216,000. Second, the City can argue that even if [REDACTED] damage numbers are accurate, as a matter of law, [REDACTED] cannot demonstrate that the nuisance caused his damages because the impact of the nuisance was reflected in the purchase price.

² In recent discovery responses, [REDACTED] has claimed it should be entitled to \$400,000 per year of profit it would have obtained from its restaurant, which if multiplied by the 79 months in dispute amounts to \$2.6 million. To date, we have seen nothing to substantiate this claim.

Honorable Mayor and Members of the [REDACTED] City Council

[REDACTED], City Attorney

[REDACTED], City Manager

July 7, 2011

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Even though the City has good defenses to [REDACTED] damages claims, there is a risk that the Court will side with [REDACTED]. Therefore, the City needs to develop a settlement strategy that accurately reflects the risk of a significant damage judgment and the cost of taking this case to trial, which I estimate would exceed \$200,000. At this point, based on our legal arguments, I estimate that [REDACTED] has a 20% chance of winning a judgment of approximately \$500,000, which equates to a \$100,000 risk. To determine a reasonable settlement, this amount should be added to the estimated costs of litigating, which are \$200,000. I therefore propose that the City provide me with settlement authority in the amount of **\$300,000**. If we are not able to settle the case at mediation for \$300,000 or under, I recommend that the City immediately send [REDACTED] a written settlement offer (referred to as a 998 offer) for \$300,000. Should [REDACTED] decline that offer, and any damages by the jury are determined to be less than \$300,000, the City will be entitled to recoup any expert costs it incurred after the 998 offer was issued. Recognizing that [REDACTED] has little assets, the City at least would be able to deduct from any judgment the expert witness fees it incurred in defending the action.

I will be present to answer any questions the Council may have regarding this matter at its upcoming July 12 closed session. In the meantime, if you would like to discuss the contents of this memo, please call me [REDACTED]



TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
March 16, 2016
Agenda Item: **PH-1**

STAFF REPORT

To: Mayor and Members of Town Council

From: Community Development Department
Office of the Town Attorney

Subject: Public Hearing to Consider Introduction and First Reading of Ordinances Amending Tiburon Municipal Code Chapter 32 (Regulation of Firearms), including but not Limited to Reporting the Loss or Theft of a Firearm, Required Storage of Handguns, and Possession of Large Capacity Ammunition Magazines; and Chapter 16 (Zoning), including but not Limited to Regulations Regarding Firearms Uses, Marijuana Sales and Cultivation, Yards and Setbacks, and Use-for Use Changes in Commercial Zones; Files MCA 2016-01 and MCA 2016-02; Town-initiated Amendments

Reviewed By: *h.c.*

BACKGROUND

In reaction to increased mass shootings throughout this country, a number of local jurisdictions have considered and enacted various measures relating to firearms. The Town has previously enacted Chapter 32 in the Municipal Code addressing firearms. Chapter 32 addresses several areas of concern, including, (1) firearm dealer's requirement to obtain a permit from the Town for selling firearms, (b) recordkeeping for ammunition sales, and (c) the discharging of air rifles and firearms within Town limits.

The Town has initiated amendments to the Tiburon Municipal Code Chapter 32 (Regulation of Firearms) and Chapter 16 (Zoning) to consider adding additional measures addressing firearms. Draft ordinances setting forth the proposed amendments have been prepared and now come before the Council as a public hearing item.

ANALYSIS

Under the California Constitution, the Town has the authority to regulate all things that are injurious to the public welfare, and firearms have been interpreted to be a proper item for regulation. While the Second Amendment of the U.S. Constitution and California State law preempt certain areas for regulation, California cities have the ability to regulate other areas that are not preempted by the State.

There are two separate sets of proposed text amendments. The first set deals with firearms regulations set forth in Municipal Code Chapter 32 (Regulation of Firearms). The second set are zoning text amendments codified in Chapter 16 (Zoning), some of which complement the

firearms regulation amendments and some of which propose a variety of amendments relating to topics such as yards and setbacks, marijuana sale and cultivation, and use-for-use changes in commercial zones. These sets are discussed separately below.

Firearms-related Amendments (Chapter 32)

In January 2016, the Town Council discussed amendments to the Town's existing provisions regulating firearms and ammunition (Municipal Code Chapter 32) in an effort to strengthen local control over certain aspects of firearms regulation that are not preempted by state or federal law. Minutes of the discussion on that item are attached as **Exhibit 1**. The proposed amendments would add several sections to Chapter 32, including provisions for:

1. Reporting requirements for the loss or theft of firearms.
2. Requirements for the safe storage of handguns.
3. Prohibition on the possession of large capacity magazines.

In addition to the above, the Town Council also directed that zoning regulations regarding firearms dealers be added to clarify where such uses might be permitted. These proposed amendments are discussed in the zoning text section below.

1. Reporting Requirements for the Loss or Theft of Firearms

Federal and California laws currently require licensed firearms dealers, but not gun owners, to report the loss or theft of firearms. Local governments in California with reporting laws include San Francisco, Sacramento, Oakland, Berkeley, Los Angeles, West Hollywood, Thousand Oaks, Simi Valley, Sunnyvale, and Port Hueneme. Jurisdictions that have imposed this type of reporting requirement have adopted findings that conclude that the reporting requirements are useful for law enforcement investigatory purposes.

The proposed reporting law would be useful to law enforcement for several reasons. First, when a crime gun is traced by law enforcement to the last purchaser of record, the owner may claim that the gun was lost or stolen to hide his or her involvement in the crime or in gun trafficking. A reporting law would provide a tool for law enforcement to detect this behavior and charge criminals who engage in it.

Second, a reporting law would help disarm prohibited persons. When a person who legally owned a gun falls into a prohibited category, it is crucial that law enforcement remove the firearm from his or her possession. For example, a gun owner who is convicted of a felony or who becomes the subject of a domestic violence restraining order is not permitted under federal or state law to continue to possess his or her firearm. However, when ordered to surrender the firearm by law enforcement or a judge, the owner may falsely claim it has been lost or stolen. A mandatory reporting law would provide a deterrent to this behavior.

Third, a reporting requirement would make it easier for law enforcement to locate a lost or stolen firearm and return it to its owner. Timely reporting of gun thefts or losses enables police to trace guns more effectively, and makes the successful prosecution of users of stolen guns more likely.

Finally, a reporting law would make gun owners more accountable for their weapons. Such a law would also protect gun owners from unwarranted criminal accusations when a gun that was lost or stolen is later recovered at a crime scene.

This proposed reporting law would require a person to report the loss or theft of a firearm he or she owns or possesses within 48 hours of the time he or she knew or reasonably should have known of such loss or theft. The law also requires persons who have had a firearm lost or stolen within five (5) years prior to the effective date of the law to report the loss or theft within sixty (60) days of the Ordinance's effective date. This provision is designed to decrease the ability of a gun owner to falsely claim that his or her gun was lost or stolen before the reporting requirement went into effect.

There is an exception to the reporting requirements for 1) law enforcement officials engaged in their official duties; 2) members of the armed forces of the United States or the National Guard while engaged in their official duties; and 3) Firearms dealers and manufacturers licensed under federal and state law while engaged in the course and scope of their activities as licensees. The exceptions for members of the armed forces and for firearms dealers are included to avoid any possible claims that the requirements would be preempted by or duplicative of federal or state law. The exception for law enforcement officials engaged in their official duties was included to avoid any possible conflict with local law enforcement reporting policies.

2. Safe Storage of Handguns

Certain local jurisdictions are enacting safe storage ordinances to deter leaving unsecured firearms in homes that may create an enhanced risk because children and other persons who are not the lawful owner of a firearm, can obtain them and subsequently use them to cause a dangerous accident or to perpetrate a crime. Guns kept in the home may be involved in an unintentional shooting, criminal assault, or used in suicides and against family and friends. Safe storage ordinances aim at keeping a firearm locked when it is not being carried to avoid access and use by others without the owners' knowledge or permission.

Local jurisdictions, including Sunnyvale, Los Angeles, Santa Cruz, Oakland, and San Francisco, have also considered and adopted requirements mandating that any firearm be kept securely in a locked container or disabled with a trigger lock in any residence. These ordinances also provide certain exceptions, including that the firearm does not need to be kept in safe storage if the weapon is carried on a person over the age of 18.

The proposed safe storage requirement is modeled after the City of San Francisco's law, which only applies to handguns and not to other types of firearms. San Francisco's ordinance was challenged unsuccessfully, which led other jurisdictions to replicate its prohibition. However, some jurisdictions, like Sunnyvale and Oakland, have adopted broader restrictions that require all firearms, and not just handguns, to be secured when not being carried.

3. Prohibition of Large Capacity Magazines

In 1994, Congress adopted a law prohibiting the transfer and possession of large capacity magazines as part of the federal assault weapon ban. That law was enacted with a sunset clause,

however, providing for its expiration after ten years. Congress allowed the federal ban to expire on September 13, 2004.

Since January 1, 2000, California law has, with limited exceptions, prohibited any person from manufacturing, importing into the state, keeping for sale, offering or exposing for sale, giving, or lending any large capacity magazine. California does not currently ban the *possession* of large capacity magazines, however.

Large capacity magazines can hold up to 100 rounds of ammunition, and magazines with a capacity of more than 10 rounds of ammunition are generally considered to be “large capacity” magazines. While large capacity magazines are typically associated with semi-automatic assault weapons or machine guns, such devices are generally available for any semi-automatic firearm that accepts a detachable magazine.

Large capacity magazines significantly increase a shooter’s ability to injure and kill large numbers of people quickly because they enable the shooter to fire repeatedly without needing to reload. The time required to reload can be critical in enabling victims to escape and law enforcement or others to intervene.

In 2013, the City of Sunnyvale and the City and County of San Francisco both adopted ordinances prohibiting the possession of large capacity magazines. A legal challenge to the Sunnyvale ordinance was unsuccessful, and subsequently, the cities of Los Angeles and Oakland enacted similar bans.

The Police Chief has reviewed and is supportive of all three proposed measures.

Zoning Text Amendments (Chapter 16)

Specific zoning text amendments proposed would add a definition for “firearms sales”, add “firearms sales” to the list of conditionally permitted uses in the Town’s commercial zones, and prohibit “firearms sales” as an allowable type of home occupation. The latter would effectively prevent the sale of firearms and ammunition in residential zones.

The majority of non-firearms-related zoning text amendments are summarized as follows:

- 1) Amendments to clarify the relationship between “setbacks” and “yards” in the zoning Ordinance. These terms were a subject of debate at a recent Town Council appeal hearing on a design review approval. The amendments replace the generic term “yard” with the more specific term “setback” in all relevant instances, including in graphic representations, and modify the definitions accordingly. The proposed amendments reflect actual practice and interpretation over the past several decades and do not constitute a change in that regard.
- 2) Amendments to categorically prohibit the sale and cultivation of marijuana in all zones, by adding these uses to the list of “uses prohibited in all zones”. The Town Council recently adopted a resolution banning such uses (in response to a deadline created by State legislation) based on the principle of “permissive zoning”, but the superior practice is to specifically prohibit the uses outright in the text of the ordinance. The proposed amendments would do so.

3) Amendments to clarify the existing provisions regarding “use-for-use” changes in the Neighborhood Commercial and Village Commercial zones by the addition of additional explanatory text addressing the circumstances under which a conditional use permit would or would not be required.

Attached **Exhibit 2** contains the draft ordinance for the Chapter 32 amendments. **Exhibit 3** contains the draft ordinance for the Chapter 16 amendments. **Exhibit 4** depicts the proposed Chapter 16 amendments in redline format so that they can be viewed in context. The Chapter 32 amendments are all additions to the chapter, such that no separate redline document is necessary.

Planning Commission Review and Recommendation

The Planning Commission reviewed the proposed Chapter 16 amendments at its regular meeting of February 24, 2016. The Commission adopted Resolutions 2016-03 and 2016-04 (**Exhibits 5 and 6**) recommending approval of the zoning text amendments. The Commission was not required to consider or make a recommendation regarding the proposed Chapter 32 amendments, but was made aware of their nature, and was provided the minutes of the Town Council’s discussion on the topic at the Council’s January 20, 2016 meeting.

ENVIRONMENTAL REVIEW

Staff has preliminarily determined that the proposed amendments are exempt from further review under the California Environmental Quality Act (CEQA) on the basis that they constitute Minor Alterations in Land Use Limitations pursuant to CEQA Guidelines Section 15305, and that it can be seen with certainty that the amendments have no potential to result in an adverse affect on the environment pursuant to Section 15061(b)(3) of the CEQA Guidelines. The Town Council would finalize this determination if it approves the amendments.

CORRESPONDENCE

As of the preparation of this report, no letters or other correspondence has been received regarding the proposed amendments.

FISCAL EFFECTS

Staff foresees no direct fiscal impact from the adoption and implementation of these ordinances.

RECOMMENDATION

Staff recommends that the Town Council:

1. Hold a public hearing on the proposed municipal code amendments to Chapter 32 and Chapter 16 and consider all testimony and correspondence received.
2. Deliberate on the proposed municipal code amendments, making any desired revisions.
3. Introduce the draft ordinance regarding the Chapter 32 amendments. The procedure would be to move to read by title only, waiving any additional readings, and introduce the

ordinance amending Title VI, Chapter 32 (Regulation of Firearms) of the Tiburon Municipal Code. Hold a vote on passage of first reading by roll call vote. If the first reading is passed, the ordinance will return for final adoption on a future consent calendar.

4. Introduce the draft ordinance regarding the Chapter 16 amendments. The procedure would be to move to read by title only, waiving any additional readings, and introduce the ordinance amending Title IV, Chapter 16 (Zoning) of the Tiburon Municipal Code. Hold a vote on passage of first reading by roll call vote. If the first reading is passed, the ordinance will return for final adoption on a future consent calendar.

EXHIBITS

1. Excerpt of Town Council minutes of January 20, 2016 regarding firearms.
2. Draft Ordinance containing proposed Chapter 32 amendments.
3. Draft Ordinance containing proposed Chapter 16 amendments.
4. Redline of proposed Chapter 16 amendments.
5. Planning Commission Resolution No. 2016-03.
6. Planning Commission Resolution No. 2016-04.

Prepared by: Scott Anderson, Director of Community Development
Ben Stock, Town Attorney



RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA REGARDING OUTDOOR ACTIVITIES AND ENCROACHMENTS FOR BUSINESSES OPERATING IN COMPLIANCE WITH SOCIAL DISTANCING REQUIREMENTS

WHEREAS, California Government Code Section 8630 empowers the City Council to proclaim the existence or threatened existence of a Local Emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8634 empowers the City to promulgate orders and regulations to provide for the protection of life and property; and

WHEREAS, pursuant to Benicia Municipal Code section 2.36.050(A)(1), the Director of Emergency Services has declared the existence of a Local Emergency, which Local Emergency has been ratified by the City Council on March 19, 2020; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril and a crippling disaster, which severely impairs the safety of persons or property, have arisen within the City caused by the virus COVID-19 and its rapid transmission as reported by various local, state and national health organizations; and

WHEREAS, the aforesaid conditions of extreme peril warranted and necessitated the proclamation of the existence of a Local Emergency; and

WHEREAS, on March 18, 2020, the County of Solano Health Officer issued a County-wide shelter-in-place directive that requires individuals to isolate in their places of residence, except as needed for the performance of essential activities; and

WHEREAS, on March 19, 2020, the Governor of the State of California (“Governor”) issued Executive Order N-33-20, which provides that individuals living in the State of California are required to stay at home except as needed to maintain continuity of operations of the critical infrastructure sectors; and

WHEREAS, in mid-May 2020, the Governor of the State of California and the California Department of Public Health published guidance regarding the opening of certain businesses subject to stages established by the State; and

WHEREAS, the City has an important governmental interest in maintaining a thriving business community and protecting the health, safety, and economic welfare of its citizens and businesses; and

WHEREAS, in order to protect the health and safety of the City, while fostering economic wellbeing of the City’s citizens and businesses, the City wishes to assist both essential and non-essential businesses in remaining open, or re-opening when lawfully permitted to do so; and

WHEREAS, to the extent non-essential businesses are permitted to re-open pursuant to State and County orders, laws, and/or guidance, the City hereby suspends certain permit and license requirements in order to facilitate business operations in a manner that is consistent with social distancing requirements, and protects the health and safety of the citizens of Benicia; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Director of Emergency Services of the City of Benicia issued Emergency Order No. 20-3 on May 22, 2020, finding it necessary to issue and implement said Order to protect life, property and civil order; and

WHEREAS, the City Council of the City of Benicia wishes to ratify this order by adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby ordain as follows:

SECTION 1. Outdoor Activities Permitted. To facilitate the reopening of businesses in a manner that is consistent with State and local social distancing requirements, all City of Benicia laws, regulations and/or policies that would otherwise prohibit businesses from engaging in their business activities outside are hereby suspended.

SECTION 2. Eligible Businesses. Only those businesses that require outdoor space in order to effectively run their business while complying with State and local social distancing requirements are eligible to operate pursuant to this Resolution. Nothing in this Resolution shall authorize a particular business to operate outside unless and until that business is authorized to operate pursuant to State and County Orders. All businesses must be in full compliance with all State and County Orders regarding reopening and operation in order to comply with this Resolution.

SECTION 3. Temporary COVID-19 Outdoor Activities and Encroachment Agreement. To be eligible to engage in outdoor activities pursuant to this Resolution, businesses shall be required to enter into a Temporary COVID-19 Outdoor Activities and Encroachment Agreement (hereinafter the “Outdoor Activities Agreement”) attached hereto and incorporated herein by reference.

The Director of Emergency Operations (hereinafter the “Director”) or her designee shall be authorized to enter into an Outdoor Activities Agreement with the applicant and shall be entitled to seek the review of any City staff regarding any and all site-specific considerations related to the proposed outdoor activities. The Director may choose to enter into an Outdoor Activities Agreement on any terms she deems necessary, including but not limited to modifications to the proposed location of outdoor activities, to ensure ongoing protection of the public health and safety of the City.

The City shall only enter into an Outdoor Activities Agreement that authorizes activities which are consistent with State and County orders regarding essential businesses.

SECTION 4. Encroachment Into Public Right-of-Way. To streamline the issuance of temporary rights of encroachment into the public right-of-way, the City hereby amends its encroachment permit and agreement process as follows:

1. The following requirements set forth in the Benicia Municipal Code Chapter 12.12 regarding encroachment permits and encroachment agreements shall not apply to businesses seeking to encroach into the public right of way for purposes of conducting business in compliance with State and local social distancing requirements: BMC §§ 12.12.020, 12.12.060, 12.12.070, and 12.12.270.

2. Businesses seeking to encroach into the public right way for purposes of conducting business in compliance with State and local social distancing requirements, shall execute an Outdoor Activities Permit in lieu of obtaining (1) encroachment permits and encroachment agreements required by BMC Ch. 12.12 and (2) sidewalk table permits.

SECTION 5. No Interference with Private Property. Nothing in this Resolution relieves a business from any obligations or laws requiring consent of adjacent property owners for use of private property. Businesses seeking to operate outdoors shall obtain consent of any private property owners whose property will be used for outdoor operations.

SECTION 6. Building Permit and Design Review Required. Nothing in this Resolution relieves a business from the requirement to obtain a building permit for outdoor activities if a building permit would otherwise be required, nor does this Resolution relieve a business from complying with all provisions of the Building Code, including but not limited to, maximum occupancy requirements. Nothing in this Resolution relieves a business from the requirement to undergo design review for exterior alterations if such design review is required pursuant to the City of Benicia Downtown Historic Conservation Plan, except that temporary installments, including but not limited to, tents, fencing, barriers and enclosures, may be authorized to facilitate proposed outdoor activities.

SECTION 7. County Permits. Nothing in this Resolution relieves a business from the requirement to obtain any and all County permits regarding the provision of food and dining services.

SECTION 8. Violations of Resolution. Any violation of this Resolution or any other local, State, or Federal law shall constitute an imminent threat to the public health and is hereby declared to be a public nuisance and shall be subject to enforcement as such; violations of this Resolution may result in the immediate termination of an Outdoor Activities Agreement and the cessation of any activities authorized by said Agreement and this Resolution.

SECTION 9. Effective Date of Resolution. This Resolution shall become effective on the date of adoption of the City Council of the City of Benicia and shall expire when repealed by the City Council or upon a declared termination of the state of emergency regarding COVID-19 by the Benicia City Council. This Resolution shall only apply to the extent businesses are authorized to operate pursuant to State and County orders regarding essential businesses.

SECTION 10. The City Clerk shall certify the adoption of this Resolution and shall cause a certified Resolution to be filed in the Office of the City Clerk.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 2nd day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

TEMPORARY COVID-19 OUTDOOR ACTIVITIES AND ENCROACHMENT AGREEMENT

1. Business Identification

Business Name (Permittee): _____

Mailing Address: _____

Business Address: _____

Business Phone: _____

Business Email: _____

2. Type of Business [Check one]

Restaurant ☐

Retail ☐

Other ☐ Please Describe _____

3. Proposed Encroachment [Check one or more if Business Proposes to Use Public Right-of-Way for Outdoor Activities]

Outdoor Dining ☐

Outdoor Food Sales ☐

Outdoor Retail Display ☐

Outdoor Retail Sales ☐

Other ☐ Please Describe _____

4. Will proposed outdoor activity require the use of private property not owned or leased by Permittee? ☐ Yes ☐ No

If response to above question is yes, has Permittee obtained all required authorizations (including but not limited to written agreements, licenses, and/or leases) to use said private property? ☐ Yes ☐ No

5. **Proposed Activities.** Please provide the following information on separate attachment: (1) a description of the Business, (2) proposed outdoor activities, (3) a description of all improvements, structures and/or materials to be used to facilitate outdoor activities, (4) description of area in which proposed outdoor activities will take place along with a drawing, map or other visual depiction showing said area, improvements, structures and/or materials to be placed in said area.

6. Requested Start Date of Outdoor Activities: _____

7. Proposed Duration of Outdoor Activities: _____

8. **Amendments to Proposal by City and/or Additional Terms of Agreement** [To be Completed by City]:

9. **Terms of Agreement:**

A. Permittee agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release the City of Benicia, its agents, and employees from and against any and all liability actions, claims, damages, costs, or expenses which may be asserted by any person or entity, including Permittee, arising out of or in connection with the willful act or negligence of Permittee engaging in the activities associated with this Agreement, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the sole active negligence or sole willful misconduct of the City.

B. The City reserves the right to order the removal or relocation of the improvements listed in paragraphs 3-6, above, at Permittee's cost in the event same is required by the City and/or a Utility. Whether or not said removal or relocation is required shall be left to the unfettered discretion of the City and/or a Utility. Permittee hereby grants to the City the right to remove or relocate said improvements and to come upon Permittee's land to effect said removal or relocation if deemed necessary by the City and/or a Utility. Permittee waives any claim or right he/she/it may have for inverse condemnation, damages, or loss of income or business resulting from said removal. However, the City will be responsible for repairing any physical damage caused to Permittee's structure(s) or property by the City's but not a Utility's removal or relocation of said improvements. Upon removal or relocation of said improvements, all rights of Permittee under this agreement and the permit itself shall terminate.

C. Permittee shall comply with all applicable local, State, and Federal laws and regulations at all times during the effective period of this agreement, including but not limited to laws regarding the obstruction of vehicular traffic, the Americans with Disabilities Act and County health laws regarding provision of food services.

D. If Permittee's proposed activities encroach into public right-of-way and/or a public easement, Permittee shall procure and maintain for the duration of this Agreement, and furnish proof of along with this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement, as set forth in this section. The cost of such insurance shall be borne by Permittee. Permittee's whose activities do not encroach into public right-of-way and/or a public easement, shall not be required to obtain said insurance.

Minimum Scope of Insurance. Permittee shall obtain and all times during duration of this Outdoor Activities Agreement maintain coverage at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

(b) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for Permittees with employees).

(c) Property insurance against all risks of loss to any tenant improvements or betterments.

Permitee shall maintain limits no less than:

(a) General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

(c) Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Permitee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

(a) The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of the premises/property owned by or leased to the Permitee.

(b) The Permitee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Permitee's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless prior approval is received from the City Attorney.

E. If Permittee proposes to sell or serve alcohol as a part of a its outdoor activities, Permittee shall furnish, along with this Agreement, proof of a liquor liability coverage endorsement or policy.

F. Violation of Agreement. Any violation of this Agreement or any other local, State, or Federal law shall constitute an imminent threat to the public health and is hereby declared to be a public nuisance and shall be subject to enforcement as such; violations of this Agreement and/or Resolution No. [REDACTED] may result in the immediate termination of this Agreement and the cessation of any activities authorized by this Agreement and Resolution No. [REDACTED].

G. No Vested or Ongoing Rights Conferred. Permittee understands and agrees that this Agreement and Resolution No. [REDACTED] confer no vested rights to any ongoing or continued activities, and any and all activities authorized by this Agreement and Resolution are temporary in nature and granted solely to enable businesses to operate in compliance with State and local orders regarding social distancing and COVID-19. All improvements, structures and installments approved pursuant to this Agreement shall be removed in their entirety upon expiration of this Agreement.

H. Non-Transferable. This Agreement is non-transferable. Only the permittee with whom this Agreement was entered shall be permitted to engage in the activities authorized herein.

I. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations of modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged and duly recorded.

THE UNDERSIGNED AGREES THAT THE PROPOSED ACTIVITIES DESCRIBED ABOVE SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THIS AGREEMENT'S TERMS AND CONDITIONS, CITY OF BENICIA RESOLUTION NO. _____, AND ALL OTHER APPLICABLE LOCAL, STATE AND FEDERAL LAWS, INCLUDING BUT NOT LIMITED TO STATE AND COUNTY EMERGENCY ORDERS REGARDING THE COVID-19 PANDEMIC.

Permittee

Date

Lorie Tinfow
City Manager
Director of Emergency Services
City of Benicia

Date

**CONSENT TO USE PRIVATE PROPERTY
FOR TEMPORARY OUTDOOR ACTIVITIES**

[This form must be completed if proposed outdoor activity requires the use of private property which is neither owned nor leased by Permittee]

I, _____, declare that:

1. I am the record title owner of the property located at:
_____, Benicia, California,
(Physical Address)

2. I am aware that the Permittee _____ (Business name) is in the process of entering into a Temporary COVID-19 Outdoor Activities and Encroachment Agreement with the City of Benicia to use my property, described in paragraph 1, for certain outdoor activities described in the Agreement.

3. I consent and agree to use of my property for the outdoor activities described in the Agreement.

Signed this _____ day of _____, 20

(Landowner Signature)

CITY OF BENICIA

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING BENICIA MUNICIPAL CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES), 1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS) AND 1.42 (CONTRIBUTION AND VOLUNTARY SPENDING LIMITS) OF TITLE 1 (GENERAL PROVISIONS) REGARDING VARIOUS CAMPAIGN RELATED REGULATIONS

WHEREAS, on January 15, 2019, the City Council directed the Benicia Open Government Commission to consider possible updates and amendments to the City's campaign-related laws and regulations; and

WHEREAS, the City Council further recommended the creation of an Ad Hoc Committee to evaluate potential amendments to the City's campaign-related laws and regulations; and

WHEREAS, the Ad Hoc Committee met over a series of months to evaluate the City's existing laws and regulations regarding campaign practices, expenditures and spending limits; and

WHEREAS, on October 21, 2019, the Open Government Commission convened to finalize proposed amendments regarding the City's campaign regulations; and

WHEREAS, on January 6, 2020, the City Council received a staff presentation and public testimony regarding the Open Government Commission's proposed amendments to Benicia Municipal Code Chapters 1.36, 1.40 and 1.42; and

WHEREAS, on January 6, 2020, the City Council discussed each proposed amendment, deliberated, and provided direction to the City Attorney's office to return with an ordinance amending Chapters 1.36, 1.40 and 1.42; and

WHEREAS, the City Council of the City of Benicia held a duly noticed public hearing on the proposed amendments and introduced Ordinance No. _____ on March 3, 2020.

NOW, THEREFORE, the City Council of the City of Benicia does hereby ordain as follows:

Section 1. Chapter 1.36 (Voluntary Code of Fair Campaign Practices), 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) and 1.42 (Contribution and Voluntary Spending Limits) of Title 1 (General Provisions) of the Benicia Municipal Code is hereby amended as set forth in Attachment 1, attached hereto and incorporated herein by reference.

Section 2. **Severability.** If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 3. **Compliance with CEQA.** The City Council hereby finds that the action to adopt this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment and pursuant to CEQA Guidelines section 15060, subd. (c)(2), because the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Section 4. **Publication.** The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Benicia, California and cause the same to be published in accordance with State law.

Section 5. **Effective Date.** This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

On motion of Council Member _____, seconded by Council Member _____, the foregoing ordinance was introduced at a regular meeting of the City Council on the 3rd day of March 2020, and adopted at a regular meeting of the Council held on the 7th day of April, 2020, by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

ATTACHMENT 1
TO ORDINANCE NO. _____

Chapter 1.36

VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES

Sections:

- 1.36.010 Findings.
- 1.36.020 Purpose.
- 1.36.030 Application
- 1.36.040 Qualification for compliance.

1.36.010 Findings.

The city council finds as follows:

- A. There are basic principles of honesty, fairness, responsibility and respect to which every candidate for public office should adhere in order to be worthy of the public office that that candidate seeks.
- B. Campaign communications should present only information that is fair, relevant and truthful to the voters for their consideration.
- C. Candidates who fall short of adhering to such principles alienate the public from the electoral process and erode the public's trust and confidence in the offices that those candidates seek.
- D. Electoral campaigns are subject to unacceptable levels of negativism, attack advertising and other practices that demean representative democracy and undermine elected officials' ability to serve in the public interest.
- E. Negative, attack-oriented campaigns are a major factor in the growing cynicism, alienation and nonparticipation among American voters, striking at the heart of the American system of government.
- F. Candidates have a responsibility to conduct civil, issue-oriented debates with fellow candidates and provide opponents with a meaningful opportunity to respond to any claims concerning their positions or qualifications to hold office.
- G. Candidates for public office should have the ability to conduct clean and ethical campaigns. (Ord. 07-01 § 1).

1.36.020 Purpose.

The city council enacts this chapter to accomplish the following purposes:

- A. To promote the principles of honesty, fairness, responsibility and respect in campaigning for public office.
- B. To promote campaign communications to the public that are fair, relevant and truthful.
- C. To induce candidates to adhere to principles which enhance the electoral process and build the public's trust and confidence.

D. To eliminate unacceptable levels of negativism, attack advertising and other practices that demean representative democracy and undermine an elected official's ability to serve the public interest.

E. To promote responsible civil conduct and issue-oriented debates.

F. To promote candidates for public office to conduct clean and ethical campaigns. (Ord. 07-01 § 1).

1.36.030 Application

This chapter shall apply to all election campaigns including campaigns for Mayor and City Council, citizen initiatives, referenda, recalls and all other City ballot measures.

1.36.040 Qualification for compliance.

A candidate (or controlled committees of such candidates running for office or a committee formed for the purpose of a recall) qualifies as a participating candidate for an election campaign period if the following requirements are met:

A. The candidate voluntarily endorses, subscribes to, and solemnly pledges to conduct his or her campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices.

B. The candidate will immediately and publicly repudiate those who take actions that either help a candidate's candidacy or hurt an opponent's candidacy, which are inconsistent with the Benicia Code of Fair Campaign Practices.

C. At the time an individual files his or her declaration of candidacy, nomination papers, or any other paper evidencing an intention to be a candidate for public office, the elections official shall give the individual a blank form of the Benicia Code of Fair Campaign Practices and a copy of this chapter. The elections official shall inform each candidate for public office that subscription to the code is voluntary.

D. If the candidate agrees to voluntarily endorse, subscribe to, and solemnly pledge to conduct their campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices:

1. The cost for setup and printing of each candidate's statement will be borne by the city; and
2. The cost of printing the statement of qualifications in English and inspection costs to determine the accuracy and legal form of the nomination papers shall be borne by the city.

E. Candidates for public office who do not voluntarily endorse, subscribe to, and solemnly pledge to conduct their campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices will be responsible for any and all cost for the setup and printing of each candidate's statement and the printing of the statement of qualifications in English and inspection costs to determine the accuracy and legal form of the nomination papers. (Ord. 07-01 § 1).

Chapter 1.40

DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS

Sections:

- 1.40.010 Purpose.
- 1.40.020 Definitions.
- 1.40.030 Application
- 1.40.040 Additional campaign statements.
- 1.40.050 Supplemental independent expenditure reports in candidate elections.
- 1.40.060 Independent expenditure in 45 days preceding election.
- 1.40.070 Disclaimer requirements for campaign communications funded by independent expenditures.
- 1.40.080 Access to records.
- 1.40.090 Ballot measure finance disclosure.
- 1.40.100 Contributor occupation and employer.
- 1.40.110 Campaign literature – Filing with city clerk.
- 1.40.120 Recordkeeping.
- 1.40.130 Disclaimers on campaign communications.
- 1.40.140 Persuasive Polls
- 1.40.150 Duties of city clerk and city attorney.
- 1.40.160 Enforcement.
- 1.40.170 Verification.
- 1.40.180 Injunction.

1.40.010 Purpose.

This chapter is intended to supplement the Political Reform Act of 1974. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.020 Definitions.

The definitions set forth in the Political Reform Act of 1974 as amended (Government Code Sections 82000 through 82055) shall govern the interpretation of this chapter, unless otherwise specified herein. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.030 Application

This chapter shall apply to all election campaigns including campaigns for Mayor and City Council, citizen initiatives, referenda, recalls and all other City ballot measures.

1.40.040 Additional campaign statements.

A. In addition to the campaign statements required to be filed pursuant to the Political Reform Act, commencing with Government Code Section 8100, as amended, candidates for mayor and city council, their controlled committees and committees primarily formed to support or oppose these candidates shall file an additional pre-election statement by 4:30 p.m. on the Wednesday immediately preceding the election. This statement shall have a closing date of the prior Sunday and shall cover activity and payments occurring from the closing date of the last report filed by the candidate or committee through and including that Sunday.

B. In addition to the campaign statements required to be filed pursuant to the Political Reform Act, commencing with Government Code Section 8100, as amended, candidates for mayor and city council,

their controlled committees and committees primarily formed to support or oppose these candidates shall file a post-election statement by 4:30 p.m. on the Friday immediately following the election. This statement shall include all activity and payments occurring from the closing date of the last report filed by the candidate or committee through and including Election Day. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.050 Supplemental independent expenditure reports in candidate elections.

Any person or committee making independent expenditures totalling \$1,000 or more in a calendar year, supporting or opposing a candidate for mayor or city council, regardless of where or when it files its campaign reports under the Political Reform Act, the Federal Election Campaign Act, or any similar law, shall file a California Supplemental Independent Expenditure Report (Form 465) with the city clerk at the same time as the mayoral and city council candidates, covering the same period and disclosing the information required by that statement. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.060 Independent expenditures in 45 days preceding election.

A. Disclosure of Expenditures. Any person, including any committee, that makes or incurs independent expenditures of \$1,000 or more in support of or in opposition to any city measure or candidate for mayor or city council, in the 45 days before an election in which the measure or candidate appears on the ballot, shall notify the city clerk within 24 hours by personal delivery, fax or email each time one or more expenditures which meet this threshold are made.

B. Contents of Notice.

1. The notice shall specify:

- a. Each candidate or measure supported or opposed by the expenditure;
- b. The amount spent to support or oppose each candidate or measure;
- c. Whether the candidate or measure was supported or opposed;
- d. The date and amount of each expenditure;
- e. A description of the type of communication for which the expenditure was made;
- f. The name and address of the person making the expenditure; and
- g. The name and address of the payee.

2. The notice shall include a statement that the expenditure was not made at the behest of any candidate or ballot measure proponent who benefited from the expenditure.

3. The notice shall be signed under penalty of perjury by both a responsible officer and the treasurer of the committee making the expenditure.

C. Notification to Candidates of Expenditures. The city clerk will notify all candidates by fax or e-mail in the affected race within one business day after receiving the notice of independent expenditures of \$1,000 or more. The notification will indicate the candidate who was supported or opposed by the expenditure and include a copy of the communication provided by the person or group making the expenditure.

D. Exemption for Regularly Published Newsletters. For purposes of the notification required by subsection (A) of this section, payments by an organization for its regularly published newsletter or periodical, if the circulation is limited to the organization's members, employees, shareholders, other affiliated individuals and those who request or purchase the publication, shall not be required to be reported. (Ord. 09-08 § 1).

1.40.070 Disclaimer requirements for campaign communications funded by independent expenditures.

A. Campaign communications funded by an independent expenditure supporting or opposing city candidates or city measures shall include the phrase “Not authorized by a candidate,” and shall also include the name of any contributor of \$2,500 or more made in the past six months to a committee funding the independent expenditure, in the phrase “Major Funding Provided By [Name of Contributor(s)].” Expenditures of \$2,500 or more that are earmarked for any other candidate or ballot measure outside of the city of Benicia need not be disclosed.

B. The disclosures required by this section shall be presented in a clear and conspicuous manner to give the reader, observer or listener adequate notice, as specified below:

1. For printed campaign communications that measure no more than 24 inches by 36 inches, all disclosure statements required by this section shall be printed using a typeface that is easily legible to an average reader or viewer, but is not less than 10-point type in contrasting color to the background on which it appears. For printed campaign communications larger than this size in area, all disclosure statements shall constitute at least five percent of the height of the material and shall be printed in contrasting color.

2. For video broadcasts including television, satellite and cable campaign communications, the information shall be both written and spoken either at the beginning or at the end of the communication, except that if the disclosure statement is written for at least five seconds of a broadcast of 30 seconds or less or 10 seconds of a 60-second broadcast, a spoken disclosure statement is not required. The written disclosure statement shall be of sufficient size to be readily legible to an average viewer and air for not less than four seconds.

3. For audio, telephone call or radio advertisement campaign communications, the disclosures shall be spoken in a clearly audible manner at the same speed and volume as the rest of the telephone call or radio advertisement at the beginning or end of the communication and shall last at least three seconds.

C. For purposes of this section, “campaign communication” means any of the following items:

1. More than 200 substantially similar pieces of campaign literature distributed within a calendar month, including but not limited to mailers, flyers, faxes, pamphlets, door hangers, e-mails, campaign buttons 10 inches in diameter or larger, and bumper stickers 60 square inches or larger;
2. Posters, yard or street signs, billboards, supergraphic signs and similar items;
3. Television, cable, satellite and radio broadcasts;
4. Newspaper, magazine, Internet website banners and similar advertisements;
5. Two hundred or more substantially similar live or recorded telephone calls made within a calendar month.

D. For purposes of this section, “campaign communication” does not include: small promotional items such as pens, pencils, clothing, mugs, potholders, skywriting or other items on which the statement required by this section cannot be reasonably printed or displayed in an easily legible typeface; communications paid for by a newspaper, radio station, television station or other recognized news medium; and communications from an organization to its members other than a communication from a political party to its members.

E. The disclaimer on campaign communications must be updated when a new person qualifies as a disclosable contributor or when the committee's name changes. Broadcast advertisement disclosures must be amended within five calendar days after a new person qualifies as a disclosable contributor or a committee's name changes.

A committee shall be deemed to have complied with this section if the amended advertisement is mailed, containing a request that the advertisement immediately be replaced, to all affected broadcast stations by overnight mail no later than the fifth day. For printed campaign communications and other material, disclosure information must be amended to reflect accurate disclosure information every time an order to reproduce the communication is placed. (Ord. 09-08 § 1).

1.40.080 Access to records.

All campaign reports required to be filed by any candidate or committee with the city clerk shall be scanned and stored in .pdf format. The reports shall be posted on the city's website no later than two working days after filing. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.090 Ballot measure finance disclosure.

Unless otherwise indicated, if a recall, referendum or initiative petition impacting city elected officials or city law is filed, the proponent shall be subject to the same provisions of this chapter as are applicable to candidates for elective city office, and any committee supporting or opposing the measure shall be subject to the same disclosure provisions as are applicable to committees making contributions or expenditures in connection with city candidate elections. (Ord. 09-08 § 1).

1.40.100 Contributor occupation and employer.

No contribution shall be deposited into a campaign checking account of a candidate for mayor or city council unless the name, address, occupation and employer of the contributor are on file in the records of the recipient of the contribution. (Ord. 09-08 § 1).

1.40.110 Campaign literature – Filing with city clerk.

An independent expenditure committee that makes an expenditure for 200 or more recorded telephone calls or any other forms of electronic or facsimile transmission of substantially similar content, or that makes an expenditure of \$1,000 or more for a radio or television advertisement, or that mails or otherwise distributes more than 200 substantially similar pieces of campaign literature in support of or opposition to any candidate for mayor or city council, shall give a copy of the literature or script used for each communication to the city clerk within 24 hours of the first time the mailings, calls, transmissions, or advertisements are made or aired. (Ord. 09-08 § 1).

1.40.120 Recordkeeping.

Candidates for mayor and city council, and committee treasurers, shall maintain such detailed accounts, records, invoices and receipts as are necessary to prepare campaign statements and to comply with the Political Reform Act, the regulations of the Fair Political Practices Commission and this chapter. (Ord. 09-08 § 1).

1.40.130 Disclaimers on campaign communications.

Any committee who mails or otherwise distributes more than 200 substantially similar pieces of campaign literature shall print, display or incorporate the following words anywhere within the communication: "Paid for by" immediately followed by the name, address and city of that committee. If the sender of a mass mailing is a controlled committee, the name of the person controlling the committee shall also be included. If an acronym is used to specify a committee name, the full name of any sponsoring organization of the committee shall be included in the campaign communication disclaimer required by this section. (Ord. 09-08 § 1).

1.40.140 Persuasive Polls

A. For purposes of this section, the following terms shall have the following meanings:

1. “Persuasive Poll” shall mean any survey or series of surveys made by telephone, mail, text, e-mail or other electronic means, that refer to a clearly identified candidate for City elective office and for which two of the following three criteria are true:

- a. The survey includes an untrue statement about a candidate for City elective office,
- b. The person(s) conducting or responsible for the survey do not collect or tabulate survey results for all of the surveys,
- c. The survey is designed or intentionally conducted in a manner calculated to influence the vote of the respondent.

Persuasive polls are expenditures as that term is used in the Political Reform Act of 1974 (the “Act”) and therefore subject to all disclosure requirements, including but not limited to political advertisement disclosure requirements, established by the Act. A scientific poll is not a persuasive poll regardless of whether the poll meets the standards of subsections (a)-(c) of this subsection.

2. “Scientific Poll” shall mean any survey or series of surveys made by telephone, mail, text, e-mail or other electronic means, targeted at a random sampling of the population in order to obtain statistical data on opinions regarding a candidate(s) for City elective office.

B. Disclosure Statement Required.

1. Any person who authorizes, administers or makes payment for a persuasive poll shall, within 24 hours after initiation of said persuasive poll, file a disclosure statement with the City Clerk of the City of Benicia which statement shall include the following information:

- a. The dates during which the persuasive poll was conducted,
- b. The complete script used in conducting the persuasive poll, including every question asked in the survey and every statement made to respondents in the survey.
- c. Verification, under penalty of perjury, as to the accuracy and completeness of the information provided in the disclosure statement.

2. A person authorizing, administering or making payment for a persuasive poll is not required to file a disclosure statement under this section if the person is aware that another person authorizing, administering or making payment for the same persuasive poll has filed a disclosure statement for the persuasive poll as required by this section.

C. Determination of Persuasive Poll.

1. If, pursuant to a complaint or notification by any person, the City Attorney becomes aware that a persuasive poll has been made, and a disclosure statement has not been filed pursuant to subsection (B) of this section, the City Attorney may recommend that an independent hearing officer, who is neither an employee nor official of the City, conduct a hearing to determine whether a persuasive poll has been made and a disclosure statement need be filed.

2. In making its determination as to whether a persuasive poll has been made and a disclosure statement need be filed, the hearing officer shall make findings, based on evidence presented to it, which findings establish whether or not a poll amounts to a persuasive poll as that term is defined in subsection

(A) of this section. Notwithstanding Chapter 1.44, the determination of the hearing officer shall be final and not subject to appeal.

1.40.150 Duties of city clerk and city attorney.

The city clerk shall administer the provisions of this section. In addition to other duties required under this chapter, the clerk shall:

A. Report apparent violations of this section and applicable state law to the city attorney.

B. Conduct audits of reports and statements filed by candidates and committees supporting or opposing candidates for mayor and city council, as well as proponents and committees supporting or opposing city ballot measures. The city clerk may employ or contract with auditors when necessary to audit reports filed under this chapter.

C. The city attorney and city clerk may subpoena witnesses, compel their attendance and testimony, administer oaths and affirmations, take evidence and require by subpoena the production of any books, papers, records or other items necessary to the audit and investigation of candidates and committees. (Ord. 09-08 § 1).

1.40.160 Enforcement.

A. Criminal Enforcement. Any person who knowingly or willfully violates any provisions of this chapter is guilty of a misdemeanor. Any person who causes any other person to violate any provision of this chapter, or who aids and abets any other person in the violation of any provision of this chapter, shall be liable under the provisions of this section. Prosecution for violation of any provision of this chapter must be commenced within two years after the date on which the violation occurred.

B. Civil Enforcement.

1. Any person who intentionally or negligently violates any provision of this chapter shall be liable in a civil action brought by the city attorney. Where no specific civil penalty is provided, a person may be liable for an amount up to \$2,000 for each violation.

2. Any person who intentionally or negligently makes or receives a contribution, or makes an expenditure, in violation of any provision of this chapter shall be liable in a civil action brought by the city attorney for an amount up to three times the amount of the unlawful contribution or expenditure.

3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.

4. In determining the amount of liability under this subsection, the court may take into account any mitigating factors and any aggravating factors.

5. No civil action alleging a violation of this chapter shall commence more than two years after the date of the election for which the funds at issue were contributed or expended. (Ord. 09-08 § 1).

1.40.170 Verification.

All notices, reports and statements filed under this chapter shall be signed and verified by the filer under penalty of perjury. The person signing shall read, know and understand the contents of all such documents. (Ord. 09-08 § 1).

1.40.180 Injunction.

The city attorney on behalf of the people of the city of Benicia may sue for injunctive relief to enjoin violations or threatened violations or to compel compliance with the provisions of this chapter. (Ord. 09-08 § 1).

Chapter 1.42

CONTRIBUTION AND VOLUNTARY SPENDING LIMITS

Sections:

- 1.42.010 Purpose.
- 1.42.020 Definitions.
- 1.42.030 Application
- 1.42.040 Campaign contribution limitations.
- 1.42.050 Loans.
- 1.42.060 Use of personal funds.
- 1.42.070 Voluntary expenditure limits.
- 1.42.080 Lifting of voluntary expenditure limits.
- 1.42.090 Notification by non-participating candidate regarding expenditure ceiling.
- 1.42.0100 Candidate acceptance or rejection of the voluntary expenditure limit.
- 1.42.110 Adjustment of limits for inflation.
- 1.42.120 Candidate forum.
- 1.42.130 Enforcement.

1.42.010 Purpose.

This chapter is intended to supplement the Political Reform Act of 1974. (Ord. 09-12 § 1).

1.42.020 Definitions.

The definitions set forth in the Political Reform Act of 1974 as amended (Government Code Sections 82000 through 82055) shall govern the interpretation of this chapter, unless otherwise specified herein.

“Candidate Forum” means a place, meeting or medium where ideas and views on particular issues are shared in a non-debate format and to which all registered candidates for Mayor or City Council offices have been invited.

“Debate” means a discussion between two or more candidates who have qualified to appear on a ballot for an elective city office that is moderated by an independent third party and that is attended by the public.

“Election” means any candidate election held for elective city office in the city of Benicia, including a general municipal election, a run-off election, a special election and a recall election.

“Elective city office” means the offices of mayor, city council member, city clerk and city treasurer.

“Elective city officer” means any individual who is a mayor, city council member, city clerk or city treasurer, whether appointed or elected.

“Qualified campaign expenditure” means:

1. Any expenditure made by a candidate for city council or mayor, or by a committee controlled by such a candidate, for the purpose of influencing or attempting to influence the actions of the voters for or against the election of a candidate for city council or mayor.
2. A nonmonetary contribution provided at the behest of or with the approval of the candidate or committee controlled by the candidate. (Ord. 09-12 § 1).

1.42.030 Application

This chapter shall apply to all election campaigns including campaigns for Mayor and City Council, citizen initiatives, referenda, recalls and all other City ballot measures.

1.42.040 Campaign contribution limitations.

No person shall contribute a total of more than \$250.00 to any candidate for city council, mayor, city clerk or city treasurer and to his or her controlled committee for a single election. A candidate for city council, mayor, city clerk or city treasurer, and his or her controlled committee together shall not accept any contribution or contributions totaling more than \$250.00 from any person for a single election. Nothing in this section is intended to limit the amount a candidate may contribute to his or her campaign from his or her personal funds. (Ord. 09-12 § 1).

1.42.050 Loans.

No person shall make, and no person or candidate shall solicit or accept, any loan for a period of more than 30 days in connection with an election for city council or mayor. Loans to a candidate or to a candidate's controlled committees shall be counted against the contribution limitations applicable to the candidate. A candidate is not prohibited from obtaining a personal loan of any amount from a licensed financial lending institution in the regular course of business, unless the loan is made for political purposes. This section shall not limit the amount or duration of loans from the candidate to his or her own campaign. (Ord. 09-12 § 1).

1.42.060 Use of personal funds.

No candidate shall expend more than \$5,000 in personal funds, whether contributed or loaned, in connection with his or her campaign for elected city office until the following conditions have been met:

A. All personal funds to be expended by the candidate shall first be deposited in the candidate's campaign contribution checking account at least 30 days before the election.

B. The candidate shall mail or personally deliver a letter noting the depositing of personal funds exceeding \$5,000 and the amount of the deposit by guaranteed overnight mail to the city clerk within 48 hours of the deposit date. The city clerk shall notify all other candidates running for that office of the deposit and amount within 24 hours. The hour limits exclude weekends and city holidays. (Ord. 09-12 § 1).

1.42.070 Voluntary expenditure limits.

A. Notwithstanding any other provision of this chapter, any candidate for city council or mayor who files a statement of acceptance of the voluntary expenditure limits specified in this section shall be allowed to collect contributions or loans in twice the amounts specified in BMC 1.42.040.

B. The maximum qualified campaign expenditures for a candidate for mayor or city council shall be \$28,000. (Ord. 09-12 § 1).

1.42.080 Lifting of voluntary expenditure limits.

If a candidate for mayor or city council declines to accept the voluntary expenditure limit and makes qualified campaign expenditures in excess of the expenditure limit, or if a committee makes independent expenditures in the aggregate of more than the same limit in support of or in opposition to any such candidate, the applicable expenditure ceiling shall no longer be binding on any candidate running for the same office. (Ord. 09-12 § 1).

1.42.090 Notification by non-participating candidate regarding expenditure ceiling.

A candidate for mayor or city council who decides not to accept the voluntary expenditure limits shall notify the city clerk by telephone and by confirming telegram, fax or e-mail on the day the candidate

raises more than 100 percent of the applicable expenditure ceiling and again on the day the candidate spends more than 100 percent of the applicable expenditure limit. The city clerk shall notify all other candidates for the same office by telephone, fax or e-mail within one business day. (Ord. 09-12 § 1).

1.42.100 Candidate acceptance or rejection of the voluntary expenditure limit.

At the time of filing his or her declaration of intention, each candidate for city council or mayor shall also file a letter with the city clerk indicating acceptance or rejection of the applicable voluntary expenditure limit. (Ord. 09-12 § 1).

1.42.110 Adjustment of limits for inflation.

Beginning January 1, 2011, the contribution and voluntary expenditure limits established by this chapter shall be adjusted biennially by a percentage equal to the change in the San Francisco Bay Area All Urban Consumer Price Index (CPI) for the previous two years. The amounts shall be rounded to the nearest \$10.00. The city clerk shall calculate such increase and post the new limits in a conspicuous place in the city clerk's office. (Ord. 09-12 § 1).

1.42.120 Candidate forum.

The open government commission shall sponsor a forum on the Friday, Saturday or Sunday before the general election for all candidates for city council or mayor who meet the criteria of this section. Although Saturday is strongly preferred, Friday or Sunday may be selected to prevent a conflict with other events of general interest occurring in, or of interest to, the voters of the city of Benicia. Additionally, the open government commission may, pursuant to a request from any member of the public or the City Council, sponsor an additional candidate forum during the weeks preceding or following the issuance of mail-in ballots for any given election. The commission shall be responsible for selecting the dates of any forum after discussion and consideration of potential conflicts. The chair of the commission shall moderate the forum or shall select another member of the commission to serve as moderator. The questions shall relate to last minute "hit pieces," and will allow candidates the opportunity to respond to inflammatory statements and misinformation. All questions asked shall be selected from questions submitted by residents of, and nonprofit organizations and business entities located in, the city of Benicia. The forum may be canceled in its entirety by unanimous consent of the candidates, delivered to the chair of the commission at least 24 hours before the scheduled forum date. (Ord. 11-07 § 1).

1.42.130 Enforcement.

A. Criminal Enforcement. Any person who knowingly or willfully violates any provision of this chapter is guilty of a misdemeanor. Any person who causes any other person to violate any provision of this chapter, or who aids and abets any other person in the violation of any provision of this chapter, shall be liable under the provisions of this section. Prosecution for violation of any provision of this chapter must be commenced within two years after the date on which the violation occurred.

B. Civil Enforcement.

1. Any person who intentionally or negligently violates any provision of this chapter shall be liable in a civil action brought by the city attorney. Where no specific civil penalty is provided, a person may be liable for an amount up to \$2,000 for each violation.
2. Any person who intentionally or negligently makes or receives a contribution, or makes an expenditure, in violation of any provision of this chapter shall be liable in a civil action brought by the city attorney for an amount up to three times the amount of the unlawful contribution or expenditure.
3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.

4. In determining the amount of liability under this subsection, the court may take into account any mitigating factors and any aggravating factors.

5. No civil action alleging a violation of this chapter shall commence more than two years after the date of the election for which the funds at issue were contributed or expended. (Ord. 09-12 § 1).

Practice Groups

Construction Law
Education Law
Environmental, Land Use
& Natural Resources
Intellectual Property
Labor & Employment Law
Litigation
Public Law
Real Estate & Business

Locations

Los Angeles
Inland Empire
Marin County
Oakland
Orange County
Palm Desert
San Diego
San Francisco
Silicon Valley
Ventura County

800.333.4297
www.bwslaw.com

burke

BURKE, WILLIAMS & SORENSEN, LLP

City of Foster City, CA
Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
7/15/2021	143377	A PLUS TREE INC	TREE SERVICES	5,457.00
7/15/2021	143378	AARONSON, DICKERSON, COHN & LANZONE	PROFESSIONAL SERVICES - JUNE 2021	40,429.95
7/15/2021	143379	ADVANCED ADBAG PACKAGING INC.	CLEAR RECYCLING BAGS	1,699.38
7/15/2021	143380	ADVANCED INTEGRATED PEST MANAGEMENT	PEST CONTROL	560.41
7/15/2021	143381	ALAN STEEL & SUPPLY COMPANY	METAL SHEETS	623.38
7/15/2021	143382	ALL INDUSTRIAL SUPPLY	MISCELLANEOUS SUPPLIES SEWER PROGRAM	336.26
7/15/2021	143383	AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP RENEWAL FEES	588.00
7/15/2021	143384	ANIMAL DAMAGE MANAGEMENT, INC.	GROUND SQUIRREL CONTROL	350.00
7/15/2021	143385	ANINZA GROVER	CLASS REFUND - SUMMER21 KARATE	190.00
7/15/2021	143386	BAY AREA WATER SUPPLY	LARGE LANDSCAPE AUDIT FEE	5,863.00
7/15/2021	143387	BAYSIDE BUILDING MATERIALS	MISCELLANEOUS SUPPLIES PARKS PROGRAM	2,708.02
7/15/2021	143388	BECKI HANAN	VISION REIMBURSEMENT - BECKI HANAN	200.00
7/15/2021	143389	BIN MA	CLASS REFUND - OUTBACK21-3-1	470.00
7/15/2021	143390	BKF ENGINEERS	CIP637 - ROAD IMPROVEMENT	1,065.00
7/15/2021	143391	BOB MURRAY & ASSOCIATES	PROFESSIONAL SERVICES - JUNE 2021	3,000.00
7/15/2021	143392	BURKE, WILLIAMS & SORENSEN, LLP	PROFESSIONAL SERVICES - MARCH 2021	2,498.96
7/15/2021	143393	CAL-WEST LIGHTING & SIGNAL	STREET LIGHTS REPAIR	15,447.67
7/15/2021	143394	CCP INDUSTRIES INC.	N95 MASKS	323.66
7/15/2021	143395	CHERYL KURYWCHAK	CONCERT BAND - 07/17/2021	1,800.00
7/15/2021	143396	CHESS WIZARDS INC.	INSTRUCTOR FEE - CHESS	91.00
7/15/2021	143397	CINTAS CORPORATION	UNIFORM/LAUNDRY SERVICES	205.78
7/15/2021	143398	CITY OF BURLINGAME	TOURISM FEES	15,136.05
7/15/2021	143399	CLARK PEST CONTROL	PEST AWAY SERVICE - PARKS	857.00
7/15/2021	143400	CODE PUBLISHING, INC.	MUNICIPAL CODE UPDATE	979.10
7/15/2021	143401	COMMUNICATION ACADEMY	INSTRUCTOR FEE - COMMUNICATION	430.50
7/15/2021	143402	CREATE MIX & MINGLE	INSTRUCTOR FEE - KID'S ART	476.00

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Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
7/15/2021	143403	CREATIVE IMAGERY INC	INSTRUCTOR FEE - CREATIVE LEARNING	42.00
7/15/2021	143404	CWEA	CWEA RENEWAL FEES	91.00
7/15/2021	143405	CYNTHIA ERICKSON	PRODUCT ERROR REFUND	24.00
7/15/2021	143406	DEPARTMENT OF CONSERVATION	SMIP - 04/01/2021 - 06/30/2021	7,168.71
7/15/2021	143407	DIVISION OF THE STATE ARCHITECT	SB 1186 - 04/01/2021 - 06/30/2021	82.80
7/15/2021	143408	EARL'S PEST CONTROL	PEST CONTROL SERVICES	1,260.00
7/15/2021	143409	ERLER & KALINOWSKI, INC.	PROFESSIONAL SERVICES - MAY 2021	3,855.02
7/15/2021	143410	ELINOR L. TOLENTINO	VISION REIMBURSEMENT - ELINOR TOLENTINO	200.00
7/15/2021	143411	EOA, INC.	CONSULTING SERVICES	1,371.70
7/15/2021	143412	ESTERO MUNICIPAL IMPROVEMENT DISTRICT	WATER SERVICES	79,924.90
7/15/2021	143413	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SUPPLIES PARKS PROGRAM	425.26
7/15/2021	143414	FATIMA DANISH	VISION REIMBURSEMENT - FATIMA DANISH	200.00
7/15/2021	143415	FATIMA DANISH	EMPLOYEE REIMBURSEMENT - FATIMA DANISH	185.71
7/15/2021	143416	FERGUSON ENTERPRISES INC.	MISCELLANEOUS SUPPLIES WATER PROGRAM	7,821.22
7/15/2021	143417	FIRELECTRIC	EMERGENCY SWITCH INSTALLATION FEES	1,725.00
7/15/2021	143418	FORELAND PARTS INC.	AUTO PARTS	180.74
7/15/2021	143419	GARRETT GOTTHARDT	VISION REIMBURSEMENT - GARRETT GOTTHARDT	200.00
7/15/2021	143420	GAWFCO ENTERPRISES INC.	CAR WASH SERVICES	282.00
7/15/2021	143421	GONZALO LARIOS	VISION REIMBURSEMENT - GONZALO LARIOS	200.00
7/15/2021	143422	RUEDI GRAF	INSTRUCTOR FEE - SOCCER	717.60
7/15/2021	143423	GRAINGER	MISCELLANEOUS SUPPLIES PARKS PROGRAM	1,013.25
7/15/2021	143424	GRAPHIC ELECTRONICS, INC.	MEMORIAL BENCH PLATE	260.00
7/15/2021	143425	GREENTECH LANDSCAPE SERVICES	HIP LANDSCAPING SERVICES - JUNE 2021	500.00
7/15/2021	143426	HACH COMPANY	MISCELLANEOUS SUPPLIES WATER PROGRAM	958.65
7/15/2021	143427	HEATHER MULLIGAN-GONZALEZ	VISION REIMBURSEMENT - HEATHER GONZALEZ	200.00
7/15/2021	143428	MARVIN HERNANDEZ	RELOCATION PAYMENT ASSISTANCE	1,878.64

City of Foster City, CA
Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
7/15/2021	143429	HILLBARN THEATRE	NON-PROFIT FUNDING	3,100.00
7/15/2021	143430	HINES, EDM, INC.	DOCUPHASE MAINTENANCE	4,519.50
7/15/2021	143431	HIP HOUSING AFFORDABLE VENTURES	HIP MANAGEMENT FEES - JULY 2021	1,380.00
7/15/2021	143432	HIP HOUSING DEVELOPMENT	HOMESHARING PROGRAM FUNDS	5,000.00
7/15/2021	143433	HOLTON LEE	PLANNING DEPOSIT REFUND	347.50
7/15/2021	143434	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS SUPPLIES WATER PROGRAM	4,771.74
7/15/2021	143435	HOUSING INDUSTRY FOUNDATION	PROFESSIONAL SERVICES - JUNE 2021	612.00
7/15/2021	143436	ICMA MEMBERSHIP RENEWAL	ICMA MEMBERSHIP RENEWAL	200.00
7/15/2021	143437	IEDA	LABOR SERVICES - JULY 2021	3,044.20
7/15/2021	143438	INFOSEND INC.	ONLINE UTILITY BILLING	2,359.12
7/15/2021	143439	JD HILL (THE TOUCH OF CLASS BAND)	CONCERT BAND - 07/31/2021	1,500.00
7/15/2021	143440	JOSEPH TAMAYO	VISION REIMBURSEMENT - JOSEPH TAMAYO	200.00
7/15/2021	143441	JULIE PAPING	VISION REIMBURSEMENT - JULIE PAPING	100.00
7/15/2021	143442	JULIO'S CLEANING AND MAINTENANCE	JANITORIAL SERVICES - JULY 2021	30,757.00
7/15/2021	143443	KEVIN MCGILL	VISION REIMBURSEMENT - KEVIN MCGILL	195.67
7/15/2021	143444	KURT SCHAFFER	VISION REIMBURSEMENT - KURT SCHAFFER	200.00
7/15/2021	143445	LENNAR HOMES OF CALIFORNIA INC.	CONSTRUCTION AND DEMOLITION REFUND	67,600.00
7/15/2021	143446	LIEBERT CASSIDY WHITMORE	LCW-ERC MEMBERSHIP FEES	6,360.00
7/15/2021	143447	LORAL LANDSCAPING INC.	CUL-DE-SAC MAINTENANCE - JUNE 2021	4,800.00
7/15/2021	143448	LYNGSO GARDEN MATERIALS, INC.	WOOD CHIPS	1,555.72
7/15/2021	143449	MARCUS TERRY	POST TRAINING - MARCUS TERRY	165.79
7/15/2021	143450	MELISSA LIN	VISION REIMBURSEMENT - MELISSA LIN	200.00
7/15/2021	143451	MISSION CLOUD SERVICES, INC	CALOPPS SUPPORT SERVICES	1,482.34
7/15/2021	143452	MISSION LINEN SUPPLY-UNIFORM	LAUNDRY SERVICES	192.09
7/15/2021	143453	MULQUEENEY & ASSOCIATES	PLANNING DEPOSIT REFUND	17.00
7/15/2021	143454	NANOGAN SCIENCE & SERVICES, LLC	INSTRUCTOR FEE - MAD SCIENCE	5,689.00

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Check Date	Check Number	Vendor Name	Description	Check Amount
7/15/2021	143455	NAVIA BENEFIT SOLUTIONS, INC.	PARTICIPANT FEE - JUNE 2021	94.50
7/15/2021	143456	NBC SUPPLY CORP	LATEX GLOVES	196.65
7/15/2021	143457	NOEL PRADO	POST TRAINING - NOEL PRADO	165.79
7/15/2021	143458	NORCAL SOUND COMPANY	SOUND SERVICES - JULY 2021	3,435.00
7/15/2021	143459	OFFICE DEPOT	OFFICE SUPPLIES	1,799.27
7/15/2021	143460	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY AND GAS	75,964.57
7/15/2021	143461	PACIFIC OFFICE AUTOMATION, INC	COPIER USAGE CHARGES	570.52
7/15/2021	143462	PATRICK BROSNAN	PLUMBING REPAIRS	368.22
7/15/2021	143463	PEI MIN LI	VISION REIMBURSEMENT - PEI MIN LI	200.00
7/15/2021	143464	PENINSULA BUILDING MATERIALS	MISCELLANEOUS SUPPLIES STREET PROGRAM	381.66
7/15/2021	143465	PENINSULA POWER WASH	PRESSURE WASHING SERVICES	13,465.00
7/15/2021	143466	PERS LONG-TERM CARE PROGRAM	PERS LONG TERM CARE INSURANCE	88.68
7/15/2021	143467	DEPARTMENT OF PESTICIDE REGULATION	QAC CERTIFICATE RENEWAL	60.00
7/15/2021	143468	PETERSON TRUCKS INC	VEHICLE PARTS	1,610.38
7/15/2021	143469	PETTY CASH/PW ENG	PETTY CASH - PUBLIC WORKS-ENGINEERING	19.99
7/15/2021	143470	PLAN JPA	GENERAL LIABILITY - MAY 2021	18,287.05
7/15/2021	143471	PRISCILLA SCHAUS	VISION REIMBURSEMENT - PRISCILLA SCHAUS	190.00
7/15/2021	143472	PRISM	EMPLOYEE ASSISTANCE PROGRAM	2,370.06
7/15/2021	143473	R&B A CORE & MAIN COMPANY	CURB INLET	2,577.08
7/15/2021	143474	READYREFRESH BY NESTLE	DRINKING WATER	177.57
7/15/2021	143475	REGIONAL GOVERNMENT SERVICES	PROFESSIONAL SERVICES - MAY 2021	11,520.00
7/15/2021	143476	RICOH USA, INC	COPIER SERVICES	236.39
7/15/2021	143477	ROBERT WALKER	VISION REIMBURSEMENT - ROBERT WALKER	200.00
7/15/2021	143478	SFPUC - WATER	WATER - 06/09/2021 - 07/12/2021	357,945.80
7/15/2021	143479	SAN MATEO COUNTY CONTROLLER'S OFFICE	SHARED PARKING PENALTY REVENUE	1,003.50
7/15/2021	143480	SAN MATEO COUNTY HEALTH DEPARTMENT	PORTABLE WATER LAB TEST	3,988.00

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Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
7/15/2021	143481	SAN MATEO DAILY JOURNAL	LEGAL ADVERTISEMENT	924.00
7/15/2021	143482	SAN MATEO LAWN MOWER SHOP	MISCELLANEOUS SUPPLIES VEHICLE PROGRAM	1,609.25
7/15/2021	143483	SAN MATEO-FOSTER CITY SCHOOL DISTRICT	CROSSING GUARD PROGRAM	6,289.46
7/15/2021	143484	SERPICO LANDSCAPING, INC.	TREE BUBBLERS INSTALLATION	2,340.00
7/15/2021	143485	SERVICE PRESS INC.	BUSINESS CARDS	183.54
7/15/2021	143486	SHIMMICK CONSTRUCTION COMPANY	CIP657 - LEVEE IMPROVEMENT	2,094,976.45
7/15/2021	143487	SPEEDPRO IMAGING OF S.F. PENINSULA	LIBRARY SIGNAGE	133.98
7/15/2021	143488	SPENCON CONSTRUCTION INC	RAMPS RECONSTRUCTION	11,500.00
7/15/2021	143489	STAGES UNLIMITED	SUMMER DAYS STAGE RENTAL	3,004.38
7/15/2021	143490	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	1,331.18
7/15/2021	143491	T.H.E. OFFICE CITY	OFFICE SUPPLIES	1,371.57
7/15/2021	143492	TERRYBERRY MFG JEWELERS	EMPLOYEE SERVICE PINS	1,554.69
7/15/2021	143493	KAREN M TESKE	INSTRUCTOR FEE - ZUMBA	385.00
7/15/2021	143494	THE CITIES GROUP	DENTAL INSURANCE - JULY 2021	4,272.54
7/15/2021	143495	THE EDCCO GROUP, INC.	SOFTWARE SUPPORT SERVICES	17,997.57
7/15/2021	143496	THE FIBAR GROUP LLC.	ENGINEERED WOOD FIBRES	3,003.25
7/15/2021	143497	THOMAS SANSFIELD	INSTRUCTOR FEE - TENNIS	3,105.20
7/15/2021	143498	TIMOTHY MAIER	VISION REIMBURSEMENT - TIMOTHY MAIER	199.00
7/15/2021	143499	TOWNE FORD SALES	AUTO PARTS	666.72
7/15/2021	143500	TRACKER, A DIVISION OF C2, LLC.	ANNUAL FEE - 06/30/2021 - 06/30/2022	3,900.00
7/15/2021	143501	TURBO DATA SYSTEM, INC.	CITATION PROCESSING - JUNE 2021	106.32
7/15/2021	143502	SONYA TURNER	RENTAL ASSISTANCE	10,000.00
7/15/2021	143503	ULISES RENTERIA	VISION REIMBURSEMENT - ULISES RENTERIA	200.00
7/15/2021	143504	UNITED LABORATORIES	DISINFECTANT CLEANERS	295.93
7/15/2021	143505	VERITIV OPERATING COMPANY	JANITORIAL SUPPLIES	592.57
7/15/2021	143506	VISION SERVICE PLAN - (CA)	VISION INSURANCE - JULY 2021	771.70

Prepared Date 7/15/2021

City of Foster City, CA
Accounts Payable Check Register

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Accounting Period 2022/1
Report Number 2

Check Date	Check Number	Vendor Name	Description	Check Amount
7/15/2021	143507	KENDALL VOLZ	CONCERT BAND - 07/24/2021	1,800.00
7/15/2021	143508	WE GO LOGO	STAFF UNIFORMS	2,977.71
7/15/2021	143509	WEST MARINE PRODUCTS, INC.	MISCELLANEOUS SUPPLIES LAGOON PROGRAM	724.02
7/15/2021	143510	WHEEL WORKS	TIRES SERVICE	70.00
7/15/2021	143511	WILSEY HAM	CIP626 - LIFT STATION IMPROVEMENT	1,451.00
7/15/2021	143512	YU QIAO	CONSTRUCTION AND DEMOLITION REFUND	1,000.00
				<hr/> 3,034,555.70

Submitted for Information:

Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON JULY 15, 2021