



City Council
AGENDA

Tuesday, August 24, 2021, 6:00 p.m.

Teleconference - Broadcast via Webinar

Due to the recent increase in COVID-19 cases in San Luis Obispo County, City Administration has made the difficult decision to return to a virtual meeting format. Below are instructions on how to view the meeting remotely and how to leave public comment. Additionally, members of the City Council are allowed to attend the meeting via teleconference and to participate in the meeting to the same extent as if they were present.

Using the most rapid means of communication available at this time, member of the public are encouraged to participate in Council meetings in the following ways

Remote Viewing - Members of the public who wish to watch the meeting can view:

- View the Webinar (**recommended for the best viewing quality**):
 - URL: <https://slocity-org.zoom.us/j/85464653312?pwd=VVduTXRkcVlkWUpWRnFjWEZmeUtXdz09>
 - Telephone Attendee: +1 (669) 900-6833
 - Webinar ID: 854 6465 3312; Passcode: 023469
 - *Note: The City utilizes Zoom Webinar for City Council Meetings. All attendees will enter the meeting muted. An Attendee tutorial is available on YouTube; please test your audio settings.*
- Televised live on Charter Cable Channel 20
- View a livestream of the meeting on the City's YouTube channel: <http://youtube.slo.city>

Public Comment - The City Council will still be accepting public comment. Public comment can be submitted in the following ways:

- **Mail or Email Public Comment**
 - **Received by 3:00 PM on the day of meeting** - Can be submitted via email to emailcouncil@slocity.org or U.S. Mail to City Clerk at 990 Palm St. San Luis Obispo, CA 93401. All emails will be archived/distributed to councilmembers, however, submissions

after 3:00 p.m. on the day of the meeting may not be archived/distributed until the following day. Emails ***will not*** be read aloud during the meeting.

- **Verbal Public Comment**

- **In Advance of the Meeting - Call (805) 781-7164;** state and spell your name, the agenda item number you are calling about and leave your comment. The verbal comments must be limited to 3 minutes. All voicemails will be forwarded to the Council Members and saved as Agenda Correspondence. Voicemails ***will not*** be played during the meeting.
- **During the meeting – Join the webinar** (instructions above). Once public comment for the item you would like to speak on is called, please raise your virtual hand, your name will be called, and your microphone will be unmuted. If you have questions, contact the office of the City Clerk at cityclerk@slocity.org or (805) 781-7100.

Pages

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

Mayor Heidi Harmon will lead the Council in the Pledge of Allegiance.

3. PRESENTATIONS

3.a. CITY MANAGER REPORT

Receive a brief report from City Manager Derek Johnson.

3.b. WOMEN'S RIGHT TO VOTE MONTH PROCLAMATION

Mayor Harmon will proclaim August as "Women's Right to Vote" Month.

3.c. INTRODUCTION OF WHITNEY SZENTESI, PUBLIC COMMUNICATIONS MANAGER

Deputy City Manager Greg Hermann will introduce Whitney Szentesi, Public Communications Manager.

4. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Not to exceed 15 minutes. The Council welcomes your input. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). Staff may be asked to follow up on such items.

5. CONSENT AGENDA

Matters appearing on the Consent Calendar are expected to be non-controversial and will be acted upon at one time. A member of the public may request the Council to pull an item for discussion. Pulled items shall be heard at the close of the Consent Agenda unless a majority of the Council chooses another time. The public may comment on any and all items on the Consent Agenda within the three-minute time limit.

Recommendation:

To approve Consent Calendar Items 5a through 5j.

5.a. WAIVE READING IN FULL OF ALL RESOLUTIONS AND ORDINANCES

Recommendation:

Waive reading of all resolutions and ordinances as appropriate.

5.b. MINUTES REVIEW - JULY 20, 2021 COUNCIL MINUTES

9

Recommendation:

Approve the minutes of the City Council meeting held on July 20, 2021.

5.c. TRANSIT SERVICE AGREEMENT EXTENSION BETWEEN THE CITY OF SAN LUIS OBISPO AND CAL POLY FOR FISCAL YEAR 2021-22

19

Recommendation:

Authorize the City Manager to execute a Transit Services Agreement Extension with Cal Poly for Fiscal Year 2021-22.

5.d.	<u>A REQUEST TO INCLUDE THE PROPERTY AT 350 HIGH STREET IN THE CITY’S INVENTORY OF HISTORIC RESOURCES AS A MASTER LIST RESOURCE AS ‘THE TINY MART’</u>	35
	<u>Recommendation:</u> As recommended by the Cultural Heritage Committee, adopt a Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, adding the property located at 350 High Street to the Master List of Historic Resources as ‘The Tiny Mart’ (HIST 0208 2021).”	
5.e.	<u>JOB ORDER CONTRACT FOR STREETS AND SIDEWALK MAINTENANCE 2021, SPECIFICATION NO. 1000199</u>	89
	<u>Recommendation:</u> <ol style="list-style-type: none"> 1. Approve Special Provisions for Job Order Contract for Streets and Sidewalk Maintenance 2021 Specification No. 1000199; and, 2. Authorize staff to advertise for bids; and, 3. Authorize the City Manager to award the contract to the lowest responsive bidder. 	
5.f.	<u>FLEET SURPLUS DISPOSAL AUTHORIZATION</u>	149
	<u>Recommendation:</u> Authorize the designation and disposal of surplus items in accordance with the City’s policies and procedures as prescribed in the Financial Management Manual Sections 405-L, 480-A, and 480-B.	
5.g.	<u>AUTHORIZE AN AGREEMENT WITH THE SAN LUIS OBISPO COASTAL UNIFIED SCHOOL DISTRICT FOR RELEASE OF PUBLIC, EDUCATION, AND GOVERNMENT ACCESS FUNDS</u>	163
	<u>Recommendation:</u> Authorize the Mayor to execute an Agreement by and between the City of San Luis Obispo and San Luis Obispo Coastal Unified School District for release of Public, Education, and Government (PEG) Access Funds (education portion) for a term ending September 1, 2024.	

- 5.h. **PARTIAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACT 3096, SAN LUIS RANCH** 185
- Recommendation:
- Adopt a Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, accepting the completed Public Improvements of Tract 3096; certifying the completed Private Subdivision Improvements of Tract 3096; releasing the Securities for the completed portions of Tract 3096; and authorizing the Director of Public Works to accept the remaining improvements and to release the remaining Securities once all the improvements are deemed complete.”
- 5.i. **AWARD CONSTRUCTION CONTRACT FOR MEADOW PARK PATHWAYS MAINTENANCE PROJECT** 197
- Recommendation:
1. Award the construction contract for the Meadow Park Pathways Maintenance Project, Specification Number 1000021 to Souza Engineering Contracting Inc. in the amount of \$375,301; and
 2. Approve the budget transfer of \$82,584 from the Sewer Utility Cover Adjustment Account (1000084) to the project account.
- 5.j. **FY 2021-22 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION** 213
- Recommendation:
1. Authorize staff to apply for a FY 2021-22 Edward Byrne Memorial Justice Assistance Grant in the amount of \$14,077; and
 2. If the grant is awarded, authorize the City Manager or designee to execute necessary grant documents and direct the appropriation of monies into the accounts required to administer the grant.

6. PUBLIC HEARING AND BUSINESS ITEMS

**6.a. INTRODUCE AN ORDINANCE AMENDING THE MUNICIPAL CODE
TO REVISE THE CITY'S PARKING PERMIT PROGRAM**

217

Recommendation:

Introduce an Ordinance entitled "An Ordinance of the City Council of the City of San Luis Obispo, California amending Title 10 Chapter 36 (Stopping, Standing and Parking for Certain Purposes or in Certain Places) of the Municipal Code" to revise the City's parking permit program to address requests from commercial properties to be eligible for parking district formation.

**6.b. MOBILE CRISIS UNIT (MCU) – MENTAL HEALTH CLINICIAN RFP
AND VAN PURCHASE**

239

Recommendation:

1. Authorize the issuance of Request for Proposals (RFP) for contracting services of a Mental Health Clinician for the City of San Luis Obispo's Pilot Mobile Crisis Unit; and
2. Authorize the City Manager to enter into an agreement with the contractor that best responds to the RFP in terms of qualifications, cost, and approach to program implementation; and
3. Authorize the purchase of the Pilot Mobile Crisis Unit vehicle by adding the vehicle acquisition to the City's Capital Improvement Program; and
4. Authorize the Finance Director to approve a Budget Amendment Request moving approved vehicle purchase funding from the General Fund to the Capital Outlay Fund.

7. LIAISON REPORTS AND COMMUNICATIONS

Not to exceed 15 minutes. Council Members report on conferences or other City activities. At this time, any Council Member or the City Manager may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may provide a reference to staff or other resources for factual information, request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (Gov. Code Sec. 54954.2)

8. ADJOURNMENT

The next Regular Meeting of the City Council will be held on September 7, 2021 at 6:00 p.m., via teleconference.

LISTENING ASSISTIVE DEVICES are available for the hearing impaired - please see the City Clerk.

The City of San Luis Obispo wishes to make all of its public meetings accessible to the public. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office at (805) 781-7100 at least 48 hours before the meeting, if possible. Telecommunications Device for the Deaf (805) 781-7410.

City Council regular meetings are televised live on Charter Channel 20. Agenda related writings or documents provided to the City Council are available for public inspection in the City Clerk's Office located at 990 Palm Street, San Luis Obispo, California during normal business hours, and on the City's website www.slocity.org. Persons with questions concerning any agenda item may call the City Clerk's Office at (805) 781-7100.



Council Minutes

July 20, 2021, 5:00 p.m.

City Hall, 990 Palm Street, San Luis Obispo

Council Members Present: Mayor Heidi Harmon, Vice Mayor Erica A. Stewart, Council Member Carlyn Christianson, Council Member Andy Pease, Council Member Jan Marx

City Staff Present: Derek Johnson, City Manager, Christine Dietrick, City Attorney, Teresa Purrington, City Clerk

1. CALL TO ORDER - CITY COUNCIL / GROUNDWATER SUSTAINABILITY AGENCY

A Regular Meeting of the San Luis Obispo City Council, also acting as the San Luis Obispo Groundwater Sustainability Agency, was called to order on July 20, 2021 at 5:04 by Mayor Harmon, with all Members present.

2. PLEDGE OF ALLEGIANCE

Council Member Pease led the Council in the Pledge of Allegiance.

3. STUDY SESSION

3.a STUDY SESSION: RECEIVE AN UPDATE ON THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT GROUNDWATER SUSTAINABILITY PLAN

Utilities Director Aaron Floyd and Utilities Deputy Director of Water Mychal Boerman provided an in-depth staff report and responded to Council questions.

Public Comments:
Dr. Steve Hanson

---End of Public Comment---

ACTION: The City of San Luis Obispo Groundwater Sustainability Agency (GSA), received an update on the Sustainable Groundwater Management Act (SGMA) required Groundwater Sustainability Plan (GSP) development, and provide the following input:

1. That the GSA would like to continue with the existing governance structure.
 2. That the GSA supports staff's recommendation that GSP implementation costs including the costs to construct projects, should be borne by those benefitting from the project(s) or action(s) and that the City should only be responsible for its proportional share of GSP implementation costs.
 3. That the GSA supports the inclusion of a project to sell City Recycled Water to the Edna Valley Growers within the GSP, in alignment with existing General Plan policies.
 4. That the GSA supports staff's request for the removal of the Potable Water Sales to Golden State Water Company project from the GSP due to direct conflict with existing General Plan policies regarding outside-city potable water sales.
 5. That the GSA supports the recommendation to include all State Water-related Projects to the Edna Valley subarea and the Sentinel Peak Discharge Relocation Project within the GSP.
- 3.b ADJOURN THE STUDY SESSION FOR THE GROUNDWATER SUSTAINABILITY AGENCY

At 6:20 p.m., the Study Session of the San Luis Obispo Groundwater Sustainability Agency adjourned. The Regular Meeting of the City Council resumed at 6:30 p.m.

4. PRESENTATIONS

4.a CITY MANAGER REPORT

City Manager Derek Johnson provided a report on upcoming projects.

4.b PRESENTATION ON KEEPING OPEN SPACE FIRE-SAFE THIS SUMMER

Sustainability & Natural Resources Official Bob Hill and City Biologist Freddy Otte provided a presentation on keeping our Open Space fire-safe this summer.

5. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Public Comment:

Tyron McSorley

Jeffery Specht

Laura Lee Waldorf

--End of Public Comment--

6. CONSENT AGENDA

Public Comment:

Emma Saperstien - Item 6e

--End of Public Comment--

Motion By Council Member Christianson

Second By Council Member Pease

To approve Consent Calendar Items 6a - 6n.

Ayes (5): Mayor Heidi Harmon, Vice Mayor Stewart, Council Member Christianson, Council Member Pease, and Council Member Marx

CARRIED (5 to 0)

6.a WAIVE READING IN FULL OF ALL RESOLUTIONS AND ORDINANCES

Waive reading of all resolutions and ordinances as appropriate.

6.b MINUTES REVIEW - JULY 6, 2021 COUNCIL MINUTES

6.b.1 CITY COUNCIL DRAFT MINUTES OF JULY 6, 2021

Approve the minutes of the July 6, 2021 Council Meeting.

6.c SUCCESSOR MEMORANDUM OF AGREEMENTS WITH THE FIREFIGHTERS, LOCAL 3523, THE POLICE OFFICERS' ASSOCIATION AND RESOLUTIONS FOR THE UNREPRESENTED MANAGEMENT AND CONFIDENTIAL GROUPS

1. Adopt Resolution No. 11265 (2021 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, adopting and ratifying the Memorandum of Agreement between the City of San Luis Obispo and the International Association of Firefighters, Local 3523, for the period of January 1, 2021 to December 31, 2023"; and

2. Adopt Resolution No. 11266 (2021 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, adopting and ratifying the Memorandum of Agreement between the City of San Luis Obispo and the San Luis Obispo Police Officers' Association for the period of July 1, 2021 to June 30, 2024"; and
3. Adopt Resolution No. 11267 (2021 Series) entitled, "A Resolution of the Council of the City of San Luis Obispo, California, amending Management Compensation for appointed officials, department heads, and management employees and superseding previous resolutions in conflict"; and
4. Adopt Resolution No. 11268 (2021 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, regarding compensation for the Unrepresented Confidential Employees and superseding previous resolutions in conflict"; and
5. Adopt a Regular and Supplemental Employee Salary Schedule effective July 20, 2021, as required by California Public Employees Retirement System.

6.d ADVISORY BODY APPOINTMENT FOR UNSCHEDULED VACANCY

Confirm the appointment of Anni Wang to the Investment Oversight Committee as recommended by the Council Liaison Subcommittee.

6.e SAN LUIS OBISPO MUSEUM OF ART LEASE AMENDMENT AND COMMUNITY PARTNERSHIP AGREEMENT

Approve a Lease Amendment and Community Partnership Agreement between the City of San Luis Obispo and the San Luis Obispo Museum of Art, in a final form to the satisfaction of the City Attorney.

6.f RAILROAD SAFETY TRAIL TAFT TO PEPPER ADDITIONAL SIDEWALK AND LIGHTING – CONTRACT CHANGE ORDERS, SPEC #91375

1. Authorize the installation of shared-use path lighting per City Engineering Standards along the Railroad Safety Trail (Taft to Pepper) alignment, deviating from Architectural Review Commission Resolution No. ARC-1008-17, Condition 3, which calls for "bollard style lighting"; and
2. Approve a construction contract change order to increase the Railroad Safety Trail (Taft to Pepper) Project construction contract by \$40,000 to cover anticipated costs to install additional path safety lighting; and

3. Approve the transfer of \$120,000 in funds from the Street Reconstruction and Resurfacing Master Account (Spec. No. 90346) to the Railroad Safety Trail (Taft to Pepper) project account (Spec. No. 91375) to fund additional pavement restoration along Pepper Street, increasing the total Railroad Safety Trail project budget from \$6,060,108 to \$6,180,108; and
4. Authorize the City Engineer to approve subsequent construction contract change orders up to and in excess of \$100,000 if within total available project budget of \$6,180,108.

6.g CALIFORNIA BOULEVARD AND FOOTHILL BOULEVARD RAILROAD CROSSING GRANT FUNDING AGREEMENT AND REQUEST FOR PROPOSALS FOR DESIGN SERVICES

1. Adopt Resolution No. 11269 (2021 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing the City Manager to execute Service Contract No. 50LP291 with the California Department of Transportation for the provision of Highway Railroad Grade Crossing Safety Program (Section 130) Grant Funds for the California & Foothill Railroad Crossing Upgrades Project;" and
2. Authorize the City Manager to execute subsequent amendments to the Caltrans Service Contract as needed to facilitate completion of the California & Foothill Railroad Crossing Upgrades Project; and
3. Authorize the Finance Director to augment the budget, by accepting and appropriating Section 130 Program Grant Funds to the California & Foothill Railroad Crossing Upgrades Project account (Spec. No. 91293) pursuant to the Caltrans Service Contract and any subsequent amendments to this contract; and
4. Authorize the issuance of a Request for Proposals (RFP) for Consultant Design Services for the California & Foothill Railroad Crossing Upgrades Project (Specification No. 91293); and
5. Authorize the City Manager to award the Consultant Design Services contract if proposals are within the authorized reimbursable project budget for preliminary engineering pursuant to the Caltrans Service Contract.

6.h AUTHORIZATION TO APPLY FOR GRANT FUNDING FOR THE URBAN FLOOD PROTECTION GRANT PROGRAM

1. Adopt Resolution No. 11270 (2021 Series) entitled, "A Resolution of the City Council of San Luis Obispo, California approving the application for grant funds for the Urban Flood Protection Grant Program;" and
2. Authorize the City Manager to finalize grant agreement terms and execute the agreement (if awarded), including any amendments thereto.

6.i FY 2021-22 DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT AWARD

1. Authorize the Police Department to accept a grant award from the Department of Alcoholic Beverage Control for FY 2021-22 in an amount not to exceed \$38,126; and
2. Adopt Resolution No. 11271 (2021 Series) entitled, "A Resolution of the Council of the City of San Luis Obispo, California, authorizing grant applications for funding provided through the Department of Alcoholic Beverage Control to increase education and enforcement programs focusing on retail alcohol outlets and authorizing the City Manager to execute all related grant documents;" and
3. Authorize the Chief of Police to execute all grant application related documents and authorize the Finance Director to make the necessary budget adjustments upon the award of the grant.

6.j SELECTION OF VOTING DELEGATE AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Appoint Council Member Andy Pease as the Voting Delegate and Vice Mayor Erica A. Stewart as Alternate Voting Delegate to vote on the City's behalf at the Annual Business Meeting of the League of California Cities on Friday, September 24, 2021.

6.k AUTHORIZATION TO APPLY FOR THE CALIFORNIA FIRE FOUNDATION WILDFIRE SAFETY & PREPAREDNESS GRANT

1. Authorize the Fire Department to apply to the California Fire Foundation Wildfire Safety & Preparedness Grant Program for a grant in the amount of \$13,711 to purchase Personal Protective Equipment coats for wildland firefighting; and

2. Authorize the City Manager, or designee, to execute the grant documents and approve the budget changes necessary to appropriate the grant amount upon notification that the grant has been awarded.

6.l EQUIPMENT SURPLUS DESIGNATION AND AUTHORIZATION OF SALE

Authorize the designation and disposal of surplus items in accordance with the City's policies and procedures as prescribed in the Financial Management Manual Sections 480-A and 480-B.

6.m MENTAL HEALTH COMMUNITY ACTION TEAM (CAT) MENTAL HEALTH CLINICIAN RFP 2021

1. Authorize the issuance of Request for Proposals for contracting services of a Mental Health Clinician for a second Mental Health Community Action Team; and
2. Authorize the City Manager to enter into an agreement with the contractor that best responds to the RFP in terms of qualifications, cost, and approach to program implementation.

6.n AUTHORIZATION TO AWARD THE TANK FARM ROAD AND ORCUTT ROAD ROUNDABOUT PROJECT, SPECIFICATION NUMBER 1000164

1. Award the construction contract for the Tank Farm Road and Orcutt Road Roundabout, Specification Number 1000164 to Souza Engineering Contracting Inc. DBA Souza Construction in the amount of \$3,504,179; and
2. Authorize the City Manager to approve future construction contract change orders in excess of \$100,000, if within the project construction contingency budget of \$525,627.

6.o RESCHEDULE THE CITY COUNCIL MEETING IN AUGUST 2021

Reschedule the Regular City Council Meeting of August 17, 2021 to August 24, 2021.

7. STUDY SESSION

7.a STUDY SESSION: OPEN SLO LONG-TERM STRATEGIES

Public Works Director Matt Horn and Transportation Manager Luke Schwartz provided an in-depth staff report and responded to Council questions.

Public Comments:

Molly Kern

Bettina Swigger

---End of Public Comment---

ACTION: The Council received a presentation on potential long-term strategies for various elements of the Open SLO program; and provide the following preliminary direction to staff to guide long-term program and policy development for the following Open SLO program activities:

Parklets

- Yes, to continuing.
- There should be design standard however there should be flexible
- The fee for the parklets should be tiered.
- There should notification to surrounding businesses.

Sidewalk Dining

- Continue on a case-by-case basis as not all sidewalks are wide enough.
- There should be a fee whether there is table service or not.

Outdoor Dining in Private Parking Lots

- Yes, to continuing but only if minimum parking requirements can be met
- There should be design standards

Monterey Street Configuration

- Retain with current one-way configuration.
 - Public art and murals, walking areas, more landscaping
 - Outdoor seating scaled back and become more pedestrian
 - Include Mission Plaza and dog leg
- Prior to car-light configuration want to know what the trade-offs are.

8. LIAISON REPORTS AND COMMUNICATIONS

Council Member Pease gave an update on SLOCOG wanting to increase northbound and southbound trains. Council Member Pease asked about the Study Session regarding bees and wanted to confirm what the scope of the item should be. By consensus, the Council agreed the study session should look at allowing bees in urban agriculture areas or for education.

Vice Mayor Stewart thanked Council Member Marx for bringing together a meeting of the Central Coast Community Energy group.

Council Member Marx updated the Council on the hiring of an Executive Director for IWMA.

9. ADJOURNMENT

The meeting was adjourned at 9:50 p.m. As approved by City Council on December 8, 2020, during the annual calendar review, the August 3, 2021 Council Meeting has been cancelled. The next Regular Meeting of the City Council will be held on **August 17, 2021 at 6:00 p.m. in the Council Chambers at City Hall**, 990 Palm Street, San Luis Obispo, California.

APPROVED BY COUNCIL: XX/XX/202X



Department: Public Works
Cost Center: 5201
For Agenda of: 8/24/2021
Placement: Consent
Estimated Time: N/A

FROM: Matt Horn, Public Works Director
Prepared By: Austin O'Dell, Interim Transit Manager

SUBJECT: TRANSIT SERVICE AGREEMENT EXTENSION BETWEEN THE CITY OF SAN LUIS OBISPO AND CAL POLY FOR FISCAL YEAR 2021-22

RECOMMENDATION

Authorize the City Manager to execute a Transit Services Agreement Extension with Cal Poly for Fiscal Year 2021-22.

DISCUSSION

Background

Since 1985, California State Polytechnic University (Cal Poly) and the City of San Luis Obispo have maintained a Transit Service Agreement (TSA) to allow Cal Poly to access the City's transit (SLO Transit) services. Through this Agreement, Cal Poly has paid an annual service fee to the City in exchange for a zero-fare program that allows students, staff, and faculty to ride SLO Transit at no charge to the rider. A valid Cal Poly Identification Card must be presented to participate in a zero-fare ride.

City Council approved the last long-term TSA with Cal Poly in 2011 which expired in 2016. One year service extensions have been executed annually while both agencies work to negotiate a new Transit Services Agreement. The Agreement encourages students, faculty, and staff to make use of alternative transportation as a means of travel. Cal Poly trips represent approximately 65% of the annual trips on SLO Transit. Historically, the University has compensated the City for transit services from its Parking & Forfeitures Fund and with no direct contribution from students, staff, and faculty.

Transit Service Agreement Negotiations

Cal Poly and the City have been in negotiations for a new long-term TSA for many years. The City's primary position during these negotiations for a new long-term TSA is that Cal Poly should pay a larger share since Cal Poly consumes about 65% of the rides SLO Transit provides, requires a high level of service and data exchange, and obtains rides at a cost of roughly 60% of the standard consumer rate. It should be noted that the standard customer rates only funds 43% of the actual operation cost excluding necessary capital cost for items such as bus replacement and facility maintenance.

Fortunately, transit services are heavily subsidized by both State and Federal funds to be able to provide a high level of service to the community at low rates, but the State does require that transit service revenue meet or exceed 20% of their operating costs from farebox revenue. Cal Poly's TSA funding is vital to the City to maintain the State mandated farebox ratio in order to remain eligible for State transit funding.

Transit Service Agreement Extension 2021-22

The pandemic has had large impacts to both Cal Poly and Transit Service operations. So far during COVID 19, Cal Poly classes have been primarily virtual and transit use by the community has been greatly reduced. Due to these changes in use over the last year and a half, neither Cal Poly nor the City know how quickly Cal Poly's use of the transit services will rebound over the course of 2021-22. Due to this uncertainty, continuing with the status quo agreement, since 2016 and approving another one-year extension meet both agencies' needs for FY 2021-22.

The proposed agreement extension will provide Cal Poly students, faculty, and staff transit service until June 30, 2022, upon presentation of valid Cal Poly Identification Card at no cost to the rider. Cal Poly will fund the City with a total amount of \$537,500 paid quarterly in the amount of \$134,375. Below is table that show Cal Poly's previous annual transit service funding contributions.

Fiscal Year	Cal Poly Transit Service Funding Amount
2011-12	\$380,000
2012-13	\$395,200
2013-14	\$403,104
2014-15	\$415,197
2015-16	\$427,653
2016-17	\$440,482
2017-18	\$453,697
2018-19	\$517,611
2019-20	\$533,139
2020-21	\$150,000*
2021-22	\$537,500

*Funding reduced due to reduced demand during pandemic

During the FY 2021-22, the City and Cal Poly will continue to negotiate a new longer term Transit Service Agreement as both agencies will better understand transit trends coming out of the pandemic. Prior to the expiration of this one-year extension, staff will return to Council with either a mutually agreeable transit partnership agreement that reflects payment for services provided and investment in infrastructure or a recommendation to not extend the Transit Service Agreement with Cal Poly and identification of what the impacts of that would be.

Previous Council or Advisory Body Action

City Council approved the Transit Service Agreement with Cal Poly on September 20, 2011. This agreement expired on June 30, 2016. City Council has approved transit service extensions with Cal Poly on August 15, 2016, June 27, 2017, and July 15, 2019, and July 21, 2020.

Policy Context

Approving this extension will allow the conformance with the financial and operating assumptions in the City's adopted Short Range Transit Plan. In addition, approving this extension will advance Major City Goal work programs for Climate Action, Open Space and Sustainable Transportation as well as Diversity, Equity and Inclusion

Public Engagement

No public engagement is necessary as this is considered to be an administrative item.

CONCURRENCE

Cal Poly concurs with the Transit Service Agreement Extension as presented to Council for the Fiscal Year 2021-22.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to the recommended action in this report, because the action does not constitute a "Project" under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2021-22

Funding Identified: N/A

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
Transit Fund	N/A			
State	N/A			
Federal	N/A			
Fees	N/A			
Other:	N/A			
Total				

During the 2021-23 Financial Plan process, the Transit Fund assumed that a new long-term agreement with Cal Poly would not be in place due to the impacts of COVID-19. This extension provides the City with certainty of \$537,500 of funding, as both the City and Cal Poly reopen and negotiate a longer-term agreement. The Cal Poly funding is an important revenue component for the Transit Fund and represents a significant portion of the locally generated farebox revenue to meet the State mandated 20% local revenue contribution. With the Cal Poly contribution intact for FY 2019-20, SLO Transit achieved a 18% ratio despite the lock-down in the last quarter of the fiscal year. However, given the reduction for FY 2020-21 (see page 2), local revenue will be far below the required ratio. Fortunately, this farebox ratio requirement has been suspended due to the pandemic. When the current health crisis ends, the State will likely reinstate the farebox ratio mandate of 20%. Transit operators will have three years to comply with the State mandate. Cal Poly's revenue is a vital part of the Transit Enterprise Fund's strategy to achieve the locally generated revenue amounts to remain eligible for State transit funding usually accounting for 70% of the farebox revenue.

ALTERNATIVES

1. ***Deny/Defer FY 2021/22 Transit Agreement Extension.*** City Council may choose to deny or defer the University Transit Subsidy Agreement. Staff does not recommend this alternative as the impact of this alternative would significantly reduce ridership and revenues. As previously mentioned, both the City and Cal Poly agree to the terms of the new subsidy agreement. The continuation of the program helps foster the continued partnership of this mutually beneficial program.
2. ***Direct Staff to alter the fee schedule to some other level.*** Staff does not recommend this alternative as both the City and Cal Poly agree to the terms of the new subsidy agreement. The continuation of the program helps foster the continued partnership of this mutually beneficial program.

ATTACHMENTS

- A – Cal Poly 2011-16 Transit Agreement with Extensions
- B – Fourth Transit Service Agreement Extension

**BUS SERVICE AGREEMENT
BY AND BETWEEN
CALIFORNIA POLYTECHNIC STATE UNIVERSITY
AND
THE CITY OF SAN LUIS OBISPO**

1. Preamble

The City of San Luis Obispo ("the City") operates a public transportation system in and around the San Luis Obispo area, primarily composed of its "SLO Transit" bus service ("Bus Service"). California Polytechnic State University ("Cal Poly") is a public university situated adjacent to the City.

The students, faculty and staff at Cal Poly enjoy the benefits of these Bus Services. Cal Poly students in particular constitute a significant portion of bus ridership. Cal Poly wishes to encourage student, faculty and staff utilization of these Bus Services as part of its overall transportation and sustainability strategies and as a convenience to its students.

Because the Cal Poly community represents a significant portion of the City's population, Cal Poly utilization of Bus Services also advances its transportation and sustainability goals. Furthermore, strong Cal Poly ridership enables the City to capture transportation funding from various state and federal sources in addition to the consideration paid directly by Cal Poly. These funds allow the City to provide more robust transportation services to the entire San Luis Obispo community.

In furtherance of these mutual goals and benefits, the parties hereby enter into the following Agreement. This Agreement supersedes all terms and conditions contained in the previous agreement on the same subject with a term ending June 30, 2011.

2. Term

The term of this agreement will commence on July 1, 2011 and end June 31, 2016. In the event that a new agreement is not executed prior to the end of this term the parties agree that any services rendered by the City at the request of Cal Poly after that date will be on a month to month basis at the then current prorated rate.

3. Bus Services

a. **No Fare:** In exchange for the consideration described in Section 4, no fare of any kind shall be charged to Cal Poly students, faculty and staff upon presentation of a valid Cal Poly ID card.

b. **Base Transit Service**

i. **Definition:** "Base Transit Service" shall be defined as all Bus Services, including all daytime and evening routes servicing the Cal Poly campus ("Cal Poly Routes"), in operation as of July 1, 2011.

ii. **Changes to Base Transit Service**

1. No Changes will be made to Base Transit Service without first notifying Cal Poly's Commuter and Access Services Coordinator ("CAS Coordinator"). Upon request, the City will meet and confer with the CAS Coordinator to discuss any such changes and their potential impacts on the Cal Poly community. During this meet and confer process, the City will, in good faith, consider any alternatives presented by Cal Poly. The City further agrees to include the CAS Coordinator in its planning and development process to the extent changes in Base Transit Service may result.
2. No changes will be made to Cal Poly Routes without having met and conferred with Cal Poly.
3. To the extent changes to Base Transit Service, whether consented to or otherwise, materially impact Cal Poly's beneficial use Bus Services provided by the City, the parties will meet and confer to discuss potential reduction of consideration as described in Section 4.

4. **Consideration**

Cal Poly agrees to pay the City in exchange for the services described in this agreement in accordance with the following terms and conditions:

- a. **Payment Schedule:** Payment will be made in arrears on a prorated quarterly basis in accordance with the below schedule of annual sums. Both parties acknowledge that, while the annual percentage increases vary from year to year, it was intended that the average annual increase equal three percent (3%). This intent will be given due consideration in the event that adjustments to consideration become necessary.

FY 11/12	\$380,000
FY 12/13	\$395,200
FY 13/14	\$403,104
FY 14/15	\$415,197
FY 15/16	\$427,653

- b. **Adjustments to Consideration:** In the event that one or more of the following circumstances arises, the parties agree to negotiate in good faith to make reasonable adjustments to the consideration to be paid for a fixed term or for the balance of the term

of this agreement. Increases and decreases in consideration will be considered in equal measure in accordance with increases or decreases in these economic factors.

- i. **Grant Funding:** Grant funding provided through federal and state programs may fluctuate during the term of this agreement. In recognition of this, the parties agree that the "Base Grant Funding Amount" will be defined as the total amount of operating assistance grant funding received by the City for the purpose of supporting and promoting public transportation services during FY 11/12. In the event that grant funding for any subsequent fiscal year either exceeds or falls short of the Base Grant Funding Amount by more than ten percent (10%), the parties agree to reopen negotiations on consideration recognizing that any mutually agreeable changes in consideration will not be effective prior to the subsequent year.
- ii. **Changes to Base Transit Service:** In the event that changes are made to Bus Service as described in Section 3 because of increased operating costs or insufficient farebox recovery, the parties agree to reopen negotiations on consideration.
- iii. **Fuel Prices:** The parties agree that the "Base Fuel Price" is four dollars (\$4.00) per gallon of diesel for FY 11/12. The Base Fuel Price will be increased annually by three percent (3%). If the actual average fuel cost paid by the City exceeds or falls short of the Base Fuel Price by more than fifteen percent (15%) for any six (6) month period of any fiscal year of this agreement, the parties agree to engage in good faith negotiations regarding implementation of a surcharge or credit. Any agreed upon surcharge or credit will be assessed in the subsequent fiscal year on a one-time basis. The agreed upon consideration for any remaining years will be unaffected.

5. Full Disclosure

The City agrees to share with Cal Poly all relevant information and documentation relating to its operation of Bus Services. Reports and related documents on the subjects enumerated below will be provided to Cal Poly's CAS Coordinator on a regular basis as prepared during the ordinary course of business. The City will provide any other relevant documents or information upon request.

- a. Revenue and expenses (operational costs)
- b. Ridership
- c. Farebox ratio
- d. Grant funding
- e. Agreement with contract operator

6. Cooperation

It is in the interest of both parties to cooperatively pursue any and all opportunities to reduce costs, increase revenues and to execute plans for a more efficient transportation system. To this end, both parties agree to make their respective resources available to advance the following goals and activities:

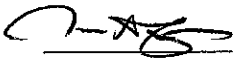
- a. Bus Service promotion and marketing
- b. Identify and apply for grants
- c. Rider surveys
- d. Bus Service planning and development
- e. Cal Poly Master Plan development

7. Insurance

The City agrees to maintain insurance coverage as specified in Exhibit "A" for the duration of this agreement.

AGREED:

CAL POLY




Dru Zachmeyer, Associate Director
Contracts, Procurement & Risk Mgmt.

8/11/11

Date

CITY OF SAN LUIS OBISPO



By: MICHAEL CODRON
Its: ACTING CITY MANAGER

9/21/11

Date

APPROVED AS TO FORM:



J. CHRISTINE DIETRICK
City Attorney

EXHIBIT "A"

INSURANCE REQUIREMENTS

The Contractor will maintain all necessary Insurance as required herein. The Contractor shall provide a Certificate of Insurance with appropriate endorsements indicating that the required coverage is in effect on an annual basis, or for the duration of the Agreement. Contractor agrees to provide, or cause their insurance carrier to provide, at least 30 days written notice prior to cancellation or modification (10 days advance written notice for non-payment) of such liability insurance. In the event the insurance coverage expires at any time or times during the term of the Agreement, Contractor agrees to provide at least 15 days prior to said expiration date, a new certificate of insurance evidencing coverage as provided herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the CSU, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. Contractor agrees to waive their right of subrogation against the CSU for any claims.

Insurance to be placed with the California Admitted insurer with current A.M. Best's rating of no less than A:VII unless otherwise approved by the CSU.

If any Insurance required herein is written on a claims-made form, following the termination of this Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Agreement commencement date.

Commercial General Liability Coverage (as broad as ISO occurrence for CG0001) primary insurance coverage against claims for injuries to persons or damages to property and/or damages to property and/or contractual liability which may arise from or in connection with the performance of the work or operations hereunder by or on behalf of the Contractor, its agents, representatives or employees in an amount not less than \$1,000,000.00 (One million dollars) per occurrence; \$2,000,000.00 (Two million dollars) aggregate.

Endorsements shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "CSU", as **additional insured(s)**.

Endorsements shall state this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Business Auto Liability Coverage (as broad as ISO form number CA 0001, code 1 any auto) primary insurance against claims for injuries to persons or damages to property and/or contractual liability which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees covering owned, hired, agreementd and non-owned automobiles used by or on behalf of the Contractor, including coverage for uninsured and underinsured motorists, in an amount not less than \$1,000,000.00 (One million dollars) per occurrence.

Endorsement shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "CSU", as **additional insured(s)**.

Endorsement shall state that this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the CSU scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Contractors who are sole proprietors and are using automobiles for personal transportation only may submit proof of automobile insurance as required by California law.

Worker's Compensation and Employer's Liability Coverage:

The Contractor shall provide the following coverage:

Primary insurance coverage against claims with respect to obligations imposed on the Contractor and sub contractors by State worker's compensation statutes and damages that the contractor becomes legally obligated to pay because of bodily injury by accident or disease to an employee.

Minimum limits: amount proscribed by California law for Worker's Compensation, \$1,000,000 for Employer's Liability.

Endorsement shall state that the insurer waives their right of subrogation against the CSU

Sole Proprietors Exclusion

Contractors who are sole proprietors or are otherwise excluded from state requirements for workers compensation coverage may:

- 1) Submit proof of health insurance as broad as statutorily required by the State of California for employees and either submit proof of disability insurance as broad as statutorily required by the State of California for employees

OR

- 2) Execute a Reagreement Agreement with the University regarding the contract activities to be performed.

RESOLUTION NO. 11154 (2020 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION OF THE 2011-2016 TRANSIT SUBSIDY AGREEMENT BETWEEN THE CITY OF SAN LUIS OBISPO AND CAL POLY

WHEREAS, the City of San Luis Obispo (referred hereinafter as the City) operates SLO Transit, a municipal public transit system; and

WHEREAS, California Polytechnic University (referred hereinafter as the Cal Poly) is situated in an unincorporated area of San Luis Obispo County (hereinafter referred to as the County), immediately adjacent to the City, within the jurisdiction and service area of the County; and

WHEREAS, since 1985, the City has received a subsidy from Cal Poly in accordance with a written transit subsidy agreement to allow Cal Poly students, staff, and faculty with valid Cal Poly identification to board any bus operated by SLO Transit without paying a fare; and

WHEREAS, the parties most recently entered into a long-term transit subsidy agreement with a 2011-2016 term (hereinafter referred to as the 2011-2016 Subsidy Transit Agreement), which has been extended by the parties three (3) times; and

WHEREAS, the third extension to the 2011-2016 Transit Subsidy Agreement expired on June 30, 2020; and

WHEREAS, the parties have attempted to negotiate and finalize a new long-term transit subsidy agreement, but those efforts have been delayed due to unforeseen circumstances and complexities including changes to ridership levels and the impacts of COVID-19; and

WHEREAS, the parties agree that executing an additional one (1) year extension to the 2011-2016 Transit Subsidy Agreement, including all of its terms and conditions, serves the best interest of the parties, namely providing Cal Poly students, staff, and faculty continued subsidized access to SLO Transit while the parties negotiate and finalize a new long-term transit subsidy agreement; and

WHEREAS, the City and Cal Poly desire to continue the program and have jointly developed a mutually acceptable solution.

NOW THEREFORE, BE IT RESOLVED that the City Manager is authorized to execute the one (1) year extension to the parties' 2011-2016 Transit Subsidy Agreement and approve any amendments during the term of the extended 2011-2016 Transit Subsidy Agreement.

Upon motion of Council Member Christianson, seconded by Council Member Stewart, and on the following roll call vote:

AYES: Council Member Christianson, Pease, Stewart, Vice Mayor Gomez and Mayor Harmon
NOES: None
ABSENT: None

The foregoing resolution was adopted this 18th day of August 2020.

DocuSigned by:

Heidi Harmon

1E92864773C14EC...

Mayor Heidi Harmon

ATTEST:

DocuSigned by:

Teresa Purrington

B98BADBF9C78436...

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

J. Christine Dietrick

784AEA5BC6BC44F...

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on 8/19/2020 | 3:49 PM PDT.

DocuSigned by:

Teresa Purrington

B98BADBF9C78436...

Teresa Purrington
City Clerk



Public Works

919 Palm Street, San Luis Obispo, CA 93401-3218
805.781.7200
slocity.org

Monday, June 29, 2020

This letter represents a third extension of the existing 'Bus Service Agreement By and Between California Polytechnic State University and the City of San Luis Obispo' first executed in 2011. This agreement would be effective July 1st, 2020 under the following terms and conditions:

1. Baseline Information

- a. Existing Agreement – annual payment amount \$533,139
- b. Existing Agreement Quarterly Payment Amount \$133,285

2. Term

- a. One (1) Fiscal Years; July 1st 2020 through June 30th 2021

3. Financial Contribution

- a. City will reduce Cal Poly's 4th Quarter payment for current 2019-20 by 75% to \$33,321, as it relates to COVID related service changes and ridership levels
- b. City will charge Cal Poly a reduced tiered rate for Transit Services in 2020-21 and proposes as follows.

<u>Ride Range (Cumulative Annual Trips)</u>	<u>Fare</u>	<u>Maximum Cost Per Ride for Tier of Service</u>	<u>Cumulative Cost</u>
1 To 100,000	Flat Fee (1 st quarter payment)	\$150,000	\$150,000
100,001 To 200,000	\$1.25 per ride	\$125,000	\$275,000
200,001 To 400,000	\$0.75 per ride	\$150,000	\$425,000
400,001 To 600,000	\$0.50 per ride	\$100,000	\$525,000
600,001 To Unlimited	\$0.25 per ride		

- 5. An initial billing for \$150,000 will be issue at the beginning of the 2020/21 Fall Qrt. Ridership will be monitored via transit vehicle Farebox system. If incremental ridership thresholds are met, subsequent billings will occure quarterly.

6. Service Level

- a. Parties agree service levels could be altered due to social distancing requirements and or reduced ridership.
- b. Parties will communicate about service needs and availability and will adjust if possible but acknowledge implementation may take time and there may be some resource constraints.
- c. City to coordinated with the University on transit service levels and consistent County emergency coordinating services
- d. All terms consistent with the 2011 Agreement and are in effect through the extension.

7. Next Steps


- a. The parties will negotiate a new agreement during this extension.

The City of San Luis Obispo once again thanks CalPoly for this longstanding collaborative partnership and looks forward to a partnership that meets the goals of the University and the City.

City

Signature: 
793D822F72C3450
Title: city manager
Date: 8/19/2020 | 4:09 PM PDT

CalPoly

Signature: 
Dru Zachmeyer (Aug 7, 2020 11:40 PDT)
Title: AVP Strategic Business Services
Date: 08/07/2020

July 2, 2021

This letter represents a fourth extension of the existing 'Transit Service Agreement By and Between California Polytechnic State University and the City of San Luis Obispo' first executed in 2011. This extension is necessary as 2021-22 will be an operational transition year as the management of COVID19 with testing and vaccination options expand for the Cal Poly and San Luis Obispo communities.

This agreement would be effective July 1st, 2021 under the following terms and conditions:

1. Baseline Information

- a. Existing Agreement (Attached)

2. Term

- a. One (1) Fiscal Year; July 1st, 2021 through June 30th, 2022

3. Financial Terms/Billing

- a. The City will charge Cal Poly \$537,500 on a lump sum basis billed on a quarterly basis as follows:

Quarter	Amount	Cumulative Cost
1 st Quarter (July 1, 2021)	\$134,375	\$134,375
2 nd Quarter (November 1, 2021)	\$134,375	\$268,750
3 rd Quarter (March 1, 2022)	\$134,375	\$403,125
4 th Quarter (June 30, 2022)	\$134,375	\$537,500

4. Service Level

- a. Parties agree service levels could be altered due to increased or decreased ridership.
- b. All terms consistent with the 2011 Agreement and are in effect through the extension.

5. Next Steps



- a. The parties will negotiate a new agreement during this extension.

Cal Poly thanks the City of San Luis Obispo for its collaborative partnership to help meet the goals of the University and the City.

City Representative

Signature:

Title:

Date:

Cal Poly Representative

Signature:


Dru Zachmeyer (Jul 3, 2021 20:11 PDT)

Title:

Asst. VP

Date:

07/03/2021



Department: Community Development
Cost Center: 4003
For Agenda of: 8/24/2021
Placement: Consent
Estimated Time: N/A

FROM: Michael Codron, Community Development Director
Prepared By: Walter Oetzell, Assistant Planner

SUBJECT: A REQUEST TO INCLUDE THE PROPERTY AT 350 HIGH STREET IN THE CITY'S INVENTORY OF HISTORIC RESOURCES AS A MASTER LIST RESOURCE AS 'THE TINY MART'

RECOMMENDATION

As recommended by the Cultural Heritage Committee, adopt a Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, adding the property located at 350 High Street to the Master List of Historic Resources as 'The Tiny Mart' (HIST 0208 2021)."

DISCUSSION

Background

The owners of the property at 350 High Street have requested that the property be designated as a Master List Resource and included in the City's Inventory of Historic Resources as the "Tiny Mart." The property is not within any Historic District and is not currently included in the Inventory.

Previous Advisory Body Action

On June 28, 2021, the Cultural Heritage Committee considered this request and found that the property meets eligibility criteria for historical listing to a degree that qualifies it for designation as a Master List Resource and recommended that the City Council designate the property as such in the City's Inventory of Historic Resources.

Site and Setting

The property is on the northeast corner of High and Carmel Streets, within a residential area characterized by single family dwellings. The property was developed with a small commercial building, commissioned by Herman Hinzy Page and built by George W. Skiles, an active local architect, in 1926, for use as a neighborhood grocery store, along with a residential cottage next door (now 368 High; see Application, pg. 14). The commercial building and property at 350 High Street is the subject of this application and listing request. The applicants have provided an evaluation of the property and its eligibility for historic listing (Attachment B), prepared by James Papp, PhD, a local historian and architectural historian.

Building Architecture

As described in the applicant's Evaluation (Attachment B), the small commercial building on the site is a late example of Western False Front Vernacular style of late 19th- and early 20th Centuries, "an extension of standard urban architecture into unfamiliar settings, structural types, and materials" (Evaluation, pg. 9). It displays a



Figure 1: 350 High ("Tiny Mart")

characteristic square-parapet false front and is sheathed in "novelty siding" (siding of a pattern that allows it to lie flat on a wall surface) as its primary material. The applicant's Evaluation identifies several significant features of the building and property (see § 4, Architectural Significance of Tiny Mart):

- "Tandem" relationship to adjacent residential cottage (at 368 High);
- "Obtuse-angle footprint" where Spanish-era and "American grid" street layouts meet;
- Hand-painted "Eskimo Pie" mural from 1952 (subsequently restored by local artists);
- A relationship ("as the center of a Mini Development") with seven dwellings on the block, all by the same local owner-builder, George W. Skiles;

The City's Historic Context Statement describes the representative forms and styles of early 20th Century Commercial Development, including Commercial Vernacular styles. The specific architectural and historical characteristics of the building are more fully discussed in the applicant's Evaluation (Attachment B).

Frank W. and Alberta Bell

The applicant's Evaluation describes the subsequent proprietors of grocery stores at the site, up to the acquisition of the store by Frank and Alberta Bell in 1966, who are closely associated with the property. The Bells had worked and lived on farms in Central Texas and came to San Luis Obispo after 1951, during the period described as the Great Migration, between 1910 and 1970, out of the rural South to other more urban areas (see Attachment B, § 5 for discussion of this historical context, nationally and locally). As more fully described in the Application, the Bell's ownership of their business premises, their distinction as the first Black grocery owners in the City, and the survival of the premises as a representation of a Great Migration-era Black business give them and the property historical significance (Attachment B, pg. 34).

Eskimo Pie Mural

In 1952 a mural was hand-painted on the Carmel Street side of the Tiny Mart by the Golden State Creamery, advertising “Eskimo Pie,” which the company distributed locally, and this rare surviving example of Americana from the period was uncovered (on removal of asbestos siding) by the current owners in 1979 and subsequently restored (Attachment B, pg. 11). The Evaluation describes the context and controversies surrounding the portrayal of an indigenous person in the advertisement (from pg. 16) and discusses the value of its preservation as a complex landmark in local racial history and the history of racism (pg. 28). With respect to the preservation of the mural, the Cultural Heritage Committee noted the mural as an element of the property’s historical integrity deserving preservation, without explicit reference to the mural in their recommendation. The view of City staff on this issue is that as an element of the building’s integrity, it should remain intact in-situ. Were modification to be considered in future, the mural should be preserved, for example, by covering it, or similar treatment, in a manner that doesn’t damage or destroy the mural itself.



Figure 2: Eskimo Pie Mural

Evaluation of Eligibility

To be eligible for listing as an historic or cultural resource, the resource must exhibit a high level of historic integrity, be at least 50 years old, and meet one or more of the eligibility criteria described in § 14.01.070 of the Historic Preservation Ordinance (see Attachment C). As provided in § 14.01.050 of the Ordinance, the most unique and important resources and properties in terms of age, architectural or historical significance, rarity, or association with important persons or events in the City’s past may be designated as “Master List Resources.”

Architectural Criteria

As described in the applicant’s Evaluation, the commercial building exhibits characteristic features of Commercial Vernacular architecture from the early 20th Century, consistent with listing criteria for “Style” and for “Design”:

“... embodying as a Western False Front corner store the distinctive characteristics of a type of construction evaluated as a measure of current rarity and vernacular influences that represent a particular social milieu and period of the community” (pg. 1)

The property and building retain their character defining features including: the “novelty siding”; the “obtuse-angle” footprint resulting from the unusual shape of the property; the Western False Front shop façade; the multi-paned plate glass shop front window shaded by a fabric awning; small louvered ventilation windows flanking the shop window; and the hand-painted advertising sign (Attachment B, pg. 36).

Historic Criteria

Based on the significance of Frank W. and Alberta Bell as the first Black grocery owners the applicant’s Evaluation concludes that the property qualifies for Master List designation by its association with persons significant to the community and who made early contributions to the community (pg. 1), as described by listing criteria for “History – Person.”

Integrity

To demonstrate satisfaction of listing criteria for “Integrity,” the applicant’s Evaluation notes the retention of the original footprint and character-defining elements of the building, and absence of significant modification. Apart from minor window additions (to the south- and southwest-facing walls) and addition of COR-TEN steel accents to window frames and corner boards (considered reversible and not detrimental to communication of the building’s historical significance), the property and building exhibit a high degree of integrity (Attachment B, pp. 36-37).

Conclusion

The information submitted by the applicant, documenting the architectural character and integrity of the Tiny Mart, and describing the people associated with the property, provided a basis for the Cultural Heritage Committee to find that the property satisfies Architectural Criteria for Style and Design (§§ 14.01.070 (A) (1) & (2)), Historic Criteria for “History-Person” (§ 14.01.070 (B) (2)), and Criteria for Integrity (§§ 14.01.070 (C) (1) & (2)), and that its architectural character and association with Frank W. and Alberta Bell qualify the property for designation as a Master List Historic Resource:

“Tiny Mart is eligible for the Master List for its architectural representation of a social milieu and period, [and] association with historically significant pioneer African American business owners... (Attachment B, pg. 39)

Policy Context

The recommended action on this item is supported by historical preservation policies set out in § 3.0 of the Conservation and Open Space Element of the City’s General Plan, and with procedures and standards for listing of historic resources set out in the City’s Historic Preservation Ordinance §§ 14.01.060 & 14.01.070.

Public Engagement

Public notice of this hearing has been provided to owners and occupants of property near the subject site, and published in a widely circulated local newspaper, and hearing agendas for this meeting have been posted at City Hall, consistent with adopted notification procedures. Public notice was also previously provided for the Cultural Heritage Committee meeting of June 28, 2021.

ENVIRONMENTAL REVIEW

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). Inclusion of the subject properties on the City's Inventory of Historic Resources does not have the potential for causing a significant effect on the environment, and so is covered by the general rule described in § 15061 (b) (3) of the CEQA Guidelines.

FISCAL IMPACT

Budgeted: No

Budget Year: 2021

Funding Identified: No

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	N/A	\$	\$	\$
State				
Federal				
Fees				
Other:				
Total	\$	\$0	\$	\$0

Adding the Property to the Master List of Historic Resources will have no fiscal impacts. Historic designation of the Property itself has no bearing on City fiscal resources. As a Master List Resource, however, the Property would be eligible for historic preservation incentives under the "Mills Act." A subsequent request to enter into a "Mills Act Contract" with the City would be considered under a separate application. A separate fiscal analysis would be reviewed by the City Council should the property proposed be added to the Mills Act list of properties.

ALTERNATIVES

1. ***Decline to designate the property as a Master List Resource in the Inventory of Historic Resources.*** This decision would be based on finding that the Property is not considered to be sufficiently unique or important, or found to satisfy Evaluation Criteria for listing to a degree warranting such designation.
2. ***Continue consideration of the request for additional information or discussion.***

ATTACHMENTS

- A – Draft Resolution adding 350 High Street to Master List Of Historic Resources
- B – Applicant’s Evaluation of Eligibility for Listing (James Papp, PhD)
- C – Evaluation Criteria for 350 High Street

RESOLUTION NO. _____ (2021 SERIES)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS
OBISPO, CALIFORNIA, ADDING THE PROPERTY LOCATED AT
350 HIGH STREET TO THE MASTER LIST OF HISTORIC RESOURCES
AS “THE TINY MART” (HIST-0208-2021)**

WHEREAS, the applicants, Alex Gough, Anne Gough, and Anne Gaebe, filed an application on March 12, 2021, for review of the inclusion of the property at 350 High Street on the City’s Master List of Historic Resources; and

WHEREAS, the Cultural Heritage Committee of the City of San Luis Obispo conducted a public hearing via teleconference from the City of San Luis Obispo, California on June 28, 2021 and recommended that the City Council add the property at 350 High Street to the Master List of Historic Resources; and

WHEREAS, the City Council of the City of San Luis Obispo conducted a public hearing on August 24, 2021 for the purpose of considering the request to add the property to the Inventory of Historic Resources; and

WHEREAS, notices of said public hearings were made at the time and in the manner required by law; and

WHEREAS, the City Council has duly considered all evidence, including the record of the Cultural Heritage Committee hearing and recommendation, testimony of the applicant and interested parties, and the evaluation and recommendation presented by staff.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. Findings. Based upon all the evidence, the City Council makes the following findings:

- a) The subject property is eligible for inclusion in the City’s Inventory of Historic Resources as a Master List Resource because the commercial building on the property satisfies at least one of the evaluation criteria for historic resource listing described in § 14.01.070 of the City’s Historic Preservation Ordinance (HPO), exhibits a high degree of historic integrity, and is more than 50 years old.

R _____

- b) The commercial building on the subject property satisfies Architectural Criteria for Style and Design (§§ 14.01.070 (A) (1) & (2)), Historic Criteria for “History-Person” (§14.01.070 (B) (2)), and Criteria for Integrity (§§ 14.01.070 (C) (1) & (2)) to a degree that qualifies the property for designation as a Master List Historic Resource. It conveys a purity of style, exhibits attractiveness through detailing and craftsmanship, and exhibits many characteristic features of Western False Front Vernacular style of late 19th- and early 20th Centuries in a manner that expresses interesting details with notable attractiveness. The building occupies its original site and retains its characteristic design and materials. The property is associated with Frank and Alberta Bell, who are considered to be the first Black grocery owners in the City, and the survival of the premises as a representation of a Great Migration-era Black business.

SECTION 2. Environmental Determination. The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). Inclusion of the subject property on the City’s Inventory of Historic Resources does not have the potential for causing a significant effect on the environment, and so is covered by the general rule described in § 15061 (b) (3) of the CEQA Guidelines.

R _____

SECTION 3. Action. The City Council of the City of San Luis Obispo does hereby include the property located at 350 High Street in the Master List of Historic Resources as "The Tiny Mart."

Upon motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote:

AYES:

NOES:

ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2021.

Mayor Heidi Harmon

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk

R _____

Master List Application • Tiny Mart, 350 High Street • A Landmark of Black History



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1. Summary of Eligibility

1926 Tiny Mart—one of San Luis Obispo’s few surviving pre-World War II corner groceries, first Black-owned grocery, first Black-owned business with Black-owned premises, and last surviving Black-owned business from the era of the Great Migration—is eligible for the Master List

under architectural criteria: embodying as a Western False Front corner store “the distinctive characteristics of a type ... of construction ... evaluated as a measure of ... current rarity [and] ... vernacular ... influences that represent a particular social milieu and period of the community” (14.01.070.A.1.b–c.)

under historic criteria: owned and operated from 1966 through the 1979 by Frank Willie Bell and Alberta Vera Bell, “significant to the community as ... person[s] who made early ... contributions to the community” (14.01.070.B.1.b.)

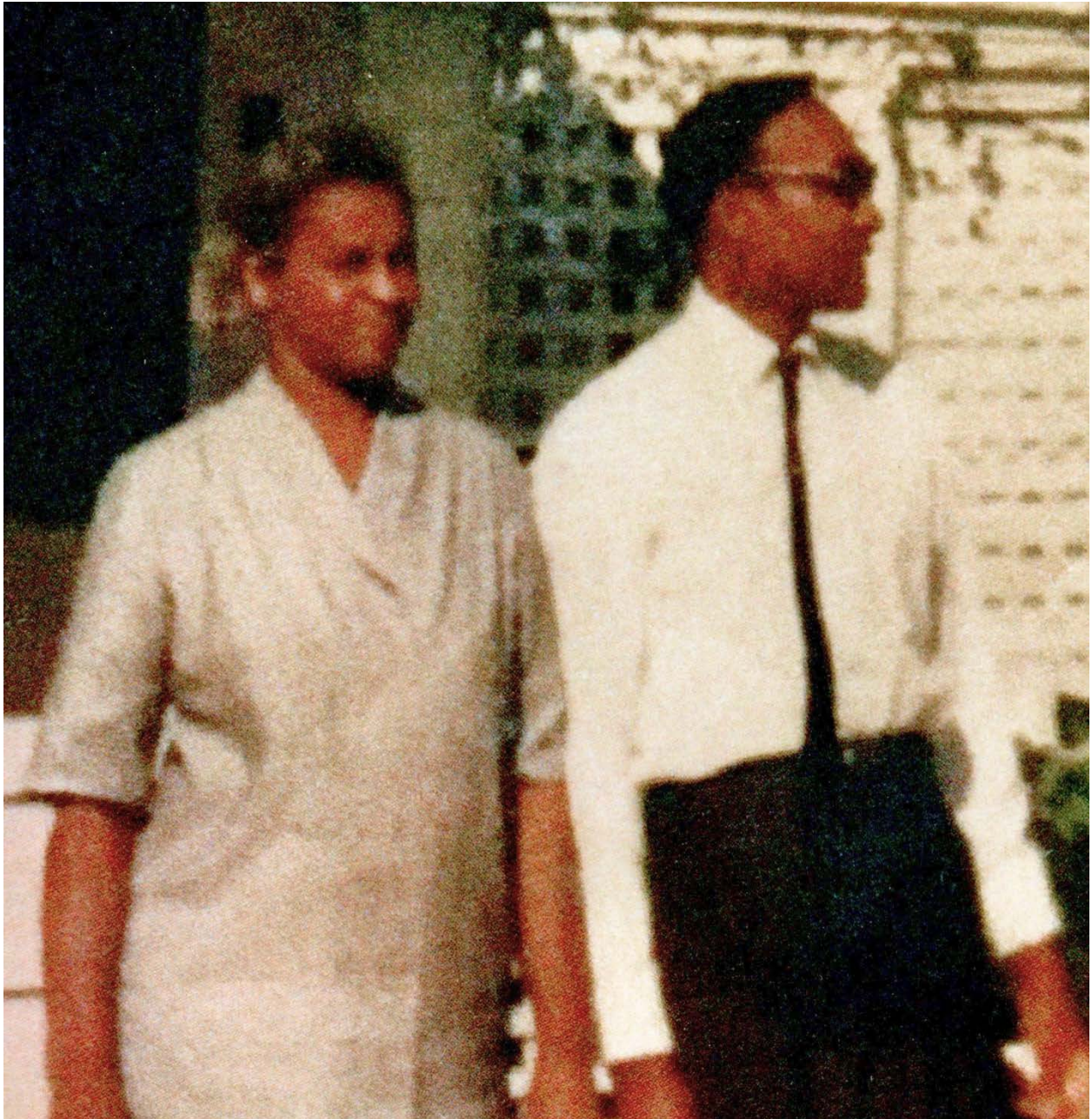
The huge popularity among a young and diverse clientele of the High Street Market and Deli—current and long-time occupant of the Tiny Mart building—serves as an

extraordinary opportunity for Tiny Mart to communicate part of the complex history of racism and the fight against racism in San Luis Obispo to a new and receptive audience.

James Papp, PhD, Historian and Architectural Historian

Submitted 12 March 2021

on behalf of Alex and Anne Gough and Anne Gaebe, property owners



Alberta Vera Bell and Frank Willie Bell, circa 1960s. Farmers in Waco, Texas in the 1930s and '40s, dispossessed of their farm in 1951, they took part in the Great Migration of African Americans from the South to the North, Midwest, and West and became pioneering businesspeople in San Luis Obispo.

2. Tiny Mart Timeline

- 1866 George W. Skiles, contractor of the corner grocery at 420 (now 350) High Street and adjoining cottage at 428 (now 368), is born in West Virginia. His family later moves to Illinois (US Census, state birth and death records, *passim*).
- 1867 Herman Hinzy Page, original commissioner of the grocery building and adjoining cottage, is born in Iowa, the son of a grocer and dry goods merchant.
- 1891 Joaquin Mashado Craveiro, fourth owner of the grocery with his son, is born in the Azores (1917 Draft Registration).
- 1900, 1910 Skiles is working as a stonecutter and monument merchant in Illinois.
- 1903 Otto Burton, third owner of the grocery, is born in Missouri.
- 1904 Frank Willie Bell, who with his wife Alberta becomes the seventh owner of the grocery in 1966, is born in Texas.
- 1907 Alberta Vera London is born in Texas, second of five children of Abe London and Annie Lowe London, both laborers on a cotton farm in Falls County, Texas, in 1920 and general farmers there in 1930. Her Texas-born grandparents, George and Matilda Buyer London (1850–1914), and Texas-born Lowe grandparents, were born in Texas's slavery era and presumably as slaves.
- 1908 George Skiles' sister marries Charles Eserio Foxen of a prominent Anglo-Californio family, owners of a department store in San Luis Obispo. George moves to San Luis Obispo in the 1910s, initially carrying on his profession as a stone carver and then becoming a contractor in the early 1920s (San Luis Obispo Building Permits File, Cal Poly Special Collections, *passim*).
- 1917 Joaquin Joseph Craveiro, fourth owner of the grocery with his father, is born in California.
- 1926 Dec. 2 George W. and Edith Skiles transfer ownership of the corner lot at Carmel and High Streets (part lot 4, block 52) to Herman Hinzy and Lola Melvina Page (County Land Records, *passim*).
- Dec. 10 Herman Page applies for a permit to build a \$1,100 store building with "concrete floor, Pabco roof, and novelty siding" at the corner of Carmel and High Street and \$1,800 house next door with "concrete foundation, Pabco roof, and novelty siding." George Skiles is the contractor.
- 1930 Frank Willie Bell, 25, is a farmer and renter in McLennan County, Texas, living with his younger brother Walter, farm laborer. Alberta London, 21, is living with her father, mother, and siblings, her father a farmer and renter in neighboring Falls County.
- 1931 Mabel A. Whitehouse purchases the Pages' grocery and adjoining cottage.

- 1933 Mabel and William Whitehouse sell the grocery to Missouri-born Otto H. Burton but not (according to County Land Records) the cottage. However, the Burtons are living there in the 1938–42 city directories and list themselves as the owners in the 1940 US Census.
- 1938—42 Burton's Cash Grocery is listed at 420 High Street in surviving city directories (*passim*).
- 1938–45 Frank and Alberta Bell's children Annie Louise (1938), Frank Lofton (1939), Lillian Fay (1940), Ralph Long (1943), and Alvin Loznall Bell (1945) are born in McLennan and Falls Counties, Texas.
- 1940 Frank Bell is a farm operator and renter in McLennan County, Texas, living with Alberta and their two elder children, Annie Louise and Frank Lofton, in the same house as five years previous.
- 1943 Otto and Ada Burton divorce. Otto deeds the cottage to Ada in April, Mabel Whitehouse deeds the cottage to Ada in May, and Ada deeds the grocery to Otto in June.
- 1944 Ada Burton sells the cottage to Frank and Frankie Weddell.
- 1947 Otto Burton sells the grocery to the Joaquin Craveiros, Sr. and Jr. Joaquin, Jr., back from military service, and his wife Eleanor (Elnora) run the grocery and live next door.



Francisca and Joaquin Craveiro, Sr. flanking waitress Jackie and Evangeline Craveiro.



Eleanor and Joaquin Craveiro, Jr. Photos from War Comes to the Middle Kingdom.

- Circa 1950 The Sister's Inn, Annabelle's Cafe, and Wilbur's Club on the 100 and 200 block of Higuera Street form a hub of Black-owned businesses in what was—till 1942 and Japanese American internment—San Luis Obispo's Japantown.
- 1950–60 Joaquin's Grocery is listed at 420 High Street in the city directory.
- 1951 Frank and Alberta Bell's farm on the Brazos River is condemned to build a power plant.
- Circa 1952 The Eskimo Pie sign is painted on the west side of the grocery building ([?]).
- 1950 Joaquin, Jr. and Eleanor Craveiro are still living in the cottage next door to the grocery, apparently renting from the Weddells.

- 1951 Frank and Alberta Bell's farm in McLennan County becomes one of several Black-owned farms condemned by a White condemnation panel in order to build a Texas Light and Power plant. One of the joint owners of a neighboring farm, Viola Harrison Barrett, has already moved to San Luis Obispo.
- 1952 Frank and Frankie Weddell transfer the grocery cottage to Elizabeth Weddell.
- 1953– Other tenants than the Craveiros occupy the cottage.
- 1955 The Craveiros sell the grocery to Juvenal and Wilhelmina da Silva. Because of an extant Silva's Grocery on Broad Street, it continues to be listed as Joaquin's Grocery until circa 1961, when it becomes Silva's Market.
- 1964 Nov. 3 The Da Silvas sell the grocery to Cecil and Florence German.
- Mid 1960s The Sister's Inn becomes the last of the Black hub businesses in San Luis Obispo to close, Wilbur's Club having closed soon after it opened and Annabelle Warren having closed Annabelle' Café in the mid 1950s to open Club Morocco south of town.
- 1966 The Germans sell the grocery to Frank and Alberta Bell, who obtain loans for its purchase from the Bank of America and Security First National Bank. The Bells operate it as Tiny Mart.
- 1979 The Bells sell Tiny Mart to Alex and Anne Gough and Daniel Hall and Anne Gaebe, the first owners who do not operate it themselves. Soon after, the Goughs and Halls remove asbestos shingle from the building to discover the original "novelty" siding and 1940s Eskimo Pie sign intact.
- 1980s Byron and Luis Westbrook operate the premises as Westbrook Hi Street Market and Deli through the decade
- 1990s– Bruce Watson takes over High Street Market and Deli in the early 1990s. Later it is run by Brian and Abbey Lucas, subsequent legendary operators of Sebastian's in San Simeon and Café in Cambria. Mia Russi and later Randy "Doobie" Coates, children of the late Randy Coates of BlackHorse, have run it to the present.

3. Historic Context: The Corner Grocery

Suburbanization created the phenomenon of the corner grocery; food shopping had previously been concentrated in street markets, town centers, or urban business districts. The phrase appeared as early as 1809 in New York newspapers, as the city expanded northwards. It appeared in a letter complaining that the watchman was drinking at a corner grocery between 11 pm and midnight (so they seem always to have been operated as convenience stores) and thus was unable to assist someone being mugged on Chatham Street (so New York hasn't changed).¹

Roughly a century later, the corner grocery would begin to get a run for its money.

The Supermarket In 1917 the Lexington, Kentucky Piggly Wiggly allowed people to select their own groceries from open shelves and check them out at the front, two decades after Andrew Carnegie had introduced a similar concept for libraries. In groceries it reduced staffing costs and made impulse buying easier. Unlike Carnegie, Piggly Wiggly patented the concept—which didn't stop it from proliferating among other vendors or from being combined with equally economic concepts like cash and carry (replacing the expense of customer credit) and grocery carts and parking lots (encouraging shoppers to purchase more than they could carry).

America already had chain groceries: in 1863 a New York tea and coffee wholesaler added retail outlets as the Great American Tea Company—later the Great Atlantic and Pacific Tea Company and then A&P—and by 1875 was in sixteen American cities. By the early 1920s the term “super-market” had entered popular usage, and technological economies joined economies of scale to create supermarket chains as we now know them. The rise of cars and explosion of corporate consumer products would spell the decline of the small, local, personal, and convenient corner grocery and of this means of rising from the working class.

Pre-World War II Groceries in San Luis Obispo Major grocers were concentrated downtown. The 1939 city directory includes the oldest local names: A. Sauer and Company (from the mid nineteenth century) and D. Muzio (from the early twentieth), both on the 800 block of Monterey, as well as J. J. Andre's San Luis Grocery and the White House (also from the early twentieth century) on the 700 and 800 blocks of Higuera. Their extant buildings are all in the Downtown Historic District; Sauer's and Muzio's are Master Listed, the San Luis Grocery and White House buildings unlisted.

The first Japanese grocery, Tom Kurokawa's, had opened in Chinatown during World War I (its building now demolished). By the 1920s and 1930s, Japanese grocery/produce stores were clustered in Japantown on the 100 block of Higuera between South Street and Madonna Road (then French) and had become destinations for the best produce citywide. (Their buildings have also all been demolished.)

The new chain supermarkets had arrived downtown by 1939: People's Cash Store, A&P, CHB, and Safeway on the 600, 800, and 900 blocks of Higuera, the Pioneer Market on the 800 block of Marsh. There were also a few specialty stores, like a Natural Food Products on Chorro between Higuera and Marsh.

1. A Lover of Order, “Communication,” *American Citizen*, 26 Sep. 1809.



Safeway, 967 Higuera Street, during World War II, now a parking lot between Union Bank and Bluemercury. History Center of San Luis Obispo County.

This left, in the 1939 directory, the thirteen corner markets. Six of these have since been demolished: **Cook's Grocery** at Santa Rosa and Murray, **Santa Rosa Market** at Santa Rosa and Mill, **Mallory's Grocery** at Pismo and Beach, **A. R. Smith Grocery** at Broad and Mitchell, **Sun Grocery (Watanabe's)** at Higuera and South, and **Wilson's Grocery** at Broad and Sandercock.

Seven have survived in some form: the Spanish Revival **Cobb's Fremont Grocery** (now split into apartments) at Peach and Morro, false front **Del Monte Grocery** (now the Del Monte Café) at Santa Barbara and Upham, Streamline Moderne **Broad Street Market** (most recently Manuel's Liquor, now vacant) at Broad and Branch, false front **Cozy Corner Grocery** (now Sidewalk Market and Deli) at Osos and Pismo, false front **Ragsdale Grocery** (now Gus's Grocery) at Osos and Leff, the Pueblo Revival **Vic's Grocery** (now Giant Grinder Deli) at Broad and Upham, and false front Tiny Mart (in 1939 Burton's Cash Grocery) at Carmel and High. **The Ellsworth Market** (now Lincoln Market and Deli) was built later, in the mid to late 1940s. Despite their names, most of the shops now labeled "market and deli" function primarily as delis in their limited space (High Street Market and Deli with as many as eight cooks in its tiny kitchen).



Cobb's Fremont Grocery, 1927



Del Monte Grocery, 1922



Cozy Corner Grocery, 1921



Ragsdale Grocery, ca. 1920s?



Vic's Grocery, 1927



Ellsworth's Market, ca. 1942-50

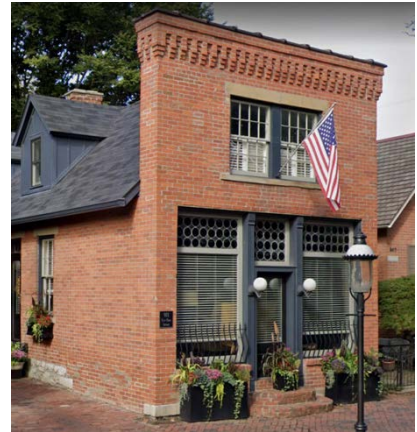


Manuel's (Broad Street Market) as painted by Cynthia Meyer.

Landmarking Status Of the corner groceries surviving from 1939, none has been Master Listed, and only one (Del Monte) Contributing Listed—despite architectural distinction, significance, integrity, rarity, and threatened status.

4. Architectural Significance of Tiny Mart

False Front Vernacular The Western False Front style exerts a fascination over devotees of the frontier but was merely an extension of standard urban architecture into unfamiliar settings, structural types, and materials. European and East Coast row buildings were constructed contiguously of brick or stone with squared off parapets and drained to the rear with flat roofs, rather than on their neighbors with peaked ones. The sparseness of Western towns, the common use of peaked roofs, and facades of wood create a dissonance for the modern viewer, but contemporaries seemed to have assumed that this is how town buildings were supposed to look, particularly within the prevailing Italianate and Eastlake styles of the era, and perceived nothing inherently “false” about the fronts.



“False front” in brick, German Village, Columbus, Ohio



San Luis Obispo’s Chinatown, circa 1900: the flat-roofed, Eastlake style Ah Louis Store in brick with its square-facaded, peaked-roof, and box frame (single-wall load-bearing) neighbors. History Center of San Luis Obispo County.

In San Luis Obispo in the late nineteenth and early twentieth centuries, the aesthetic stayed the same and the materials, structures, and density transitioned to actual masonry and brickwork with flat roofs and without gaps between. After the Great Chicago Fire and a number of devastating fires of its own, San Luis Obispo instituted a Fireproof Building

District, and wooden business buildings moved to more sparsely inhabit the outskirts of town, either literally (the Tribune-Republic and Call Buildings being transported to Santa Barbara Avenue near the new Southern Pacific depot) or figuratively (the old Call Building, when it was burnt to the ground two years after its move, was replaced by a new free-standing, peaked roof, wood frame building with a name—Chicago Hotel—and Italianate facade both suggestive of urban sophistication). The square facade was handy for signage but seems to have been rarely so used.

The Del Monte Grocery (1922) and Tiny Mart (1926), as corner buildings, could hardly have been accused of trying to create a false impression with their fronts. With wood walls, peaked roofs, and standing in isolation, they are splendid late exemplars of the style, telegraphing their urbanness.



The Chicago Hotel in 1904 as the Park View (Triangle Park, or El Triangulo, across the street having been San Luis Obispo's sole park at the time) and as The Establishment today. The faux stonework in the wood siding presumably dates from the 1917 expansion. By 1953, when Jack Kerouac lived and wrote there, it was the Colonial Hotel and a railroad workers' flop.

Tandem Buildings The Tiny Mart is unusual but not unique for having been commissioned with a next-door cottage for its first proprietors, Herman and Lola Page. Perhaps it served as an inspiration for Vic's Grocery, built by A. J. Victorino in brick the following year, with a frame and stucco house next door.



The cottage's original siding that matched the store (and neighboring Skiles cottages) persists only on the pediment.



Pueblo Revival: A. J. Victorino House in stucco and Vic's Grocery in brick. Neither building is currently listed.

Grocery proprietors continued to occupy Tiny Mart's next-door cottage into the early 1950s. Through that time, neighbors could (and did) interrupt the occupants for emergencies at all hours: the reason its young owners Joaquin and Eleanor Craveiro decided to become the first owners to live elsewhere. (The cottage, since the 1940s owned separately, now has new siding and fenestration and is not part of this application.)

Unique Footprint on a Spanish-American Corner High Street is the first street at the southern end of town to have been laid out on the American compass grid. It meets Carmel, which was laid out on the Spanish-era grid that pointed streets in the direction of the prevailing wind (from the ocean through the Chorro Valley). Hence Tiny Mart's footprint, running directly along the sidewalk, is unique among San Luis Obispo's surviving corner stores for its obtuse angle. The old Transfer and Stage Warehouse, a Western false front building of corrugated iron at Upham and High Streets, appears to be the only building to share a similar obtuse-angle footprint, with the old Simon Levi Co. grocery wholesaler flatiron building across the street.

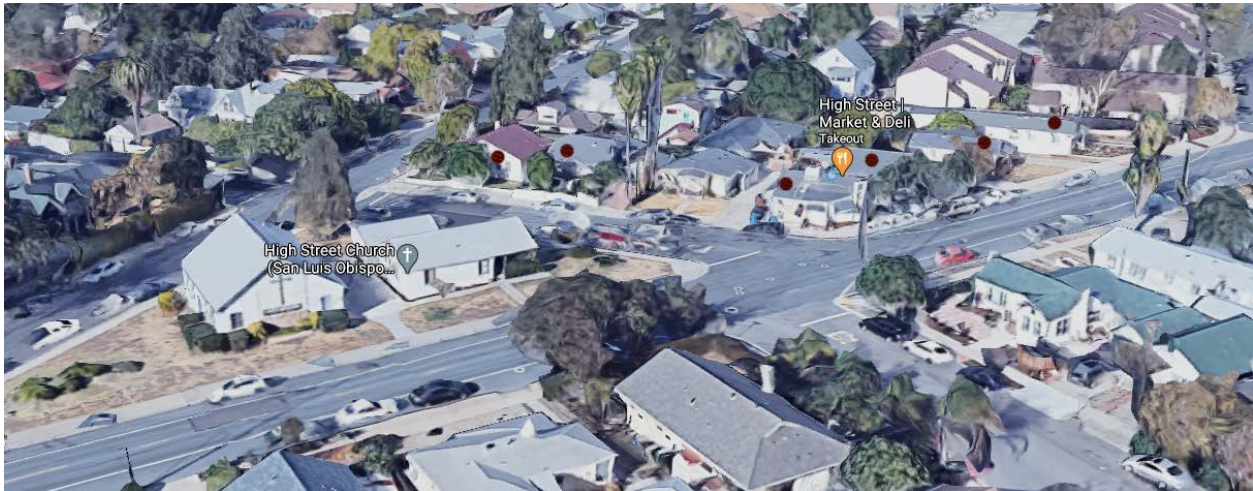
Eskimo Pie Mural Another aspect that makes the Tiny Mart particularly rare, possibly unique, is its hand-painted mural advertisement for Eskimo Pies, a rare surviving form of Americana and the only one of its kind of this subject documented to exist. The mural was painted directly on the wall circa 1952, in the midst of a postwar advertising campaign that featured, for the first time for the company, an Eskimo boy with features, coloring, and folk clothing accurately depicted rather than caricatured or Europeanized. It was painted over two days by two artists hired by the Golden State Creamery and covered three layers of RC Cola advertisements.²

For roughly a quarter of a century, the painting was covered with asbestos siding. After the building was purchased by its current owners in 1979 and the asbestos siding removed, the mural was discovered and subsequently restored in 1989, 2002, and 2008 by prominent local artists Mark Landstrom, Gini Griffin (then Allen), and Robert Maja.

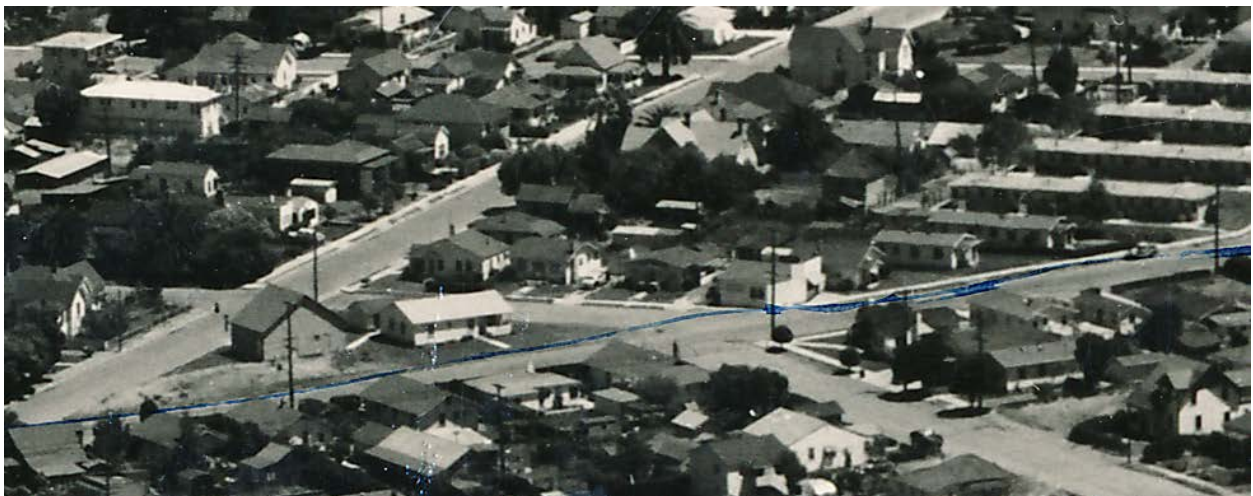
Tiny Mart As the Center of a Mini Development Finally, Tiny Mart is the centerpiece of something that contributes to the San Luis Obispo's character-defining eclecticism: the mini development or suburban cluster by one builder-architect. George W. Skiles, stone engraver turned builder, constructed not only the grocery and adjoining cottage for the

2. David Middlecamp, "The Story Behind the Eskimo Pie Sign at High Street Deli," *Tribune*, 16 Nov. 2017.

Pages, he built the next cottage to the east on his own property, the cottage next to that for his younger daughter, the next cottage but one on Carmel for a client, the next on his own property, and moved the two cottages next to that on Islay from other locations. The quality of the architecture and craftsmanship does not match W. J. Smith, John Chapek, or E. D. Bray buildings, but it embodies a local architectural phenomenon.



Skiles-built buildings marked with red dots. Google Map aerial 3D.



Similar view in 1951 aerial. History Center of San Luis Obispo County.



Closer view of six Skiles buildings, Tiny Mart in center, and two buildings moved by Skiles, upper left.

Social Milieu and Period of the Community The little grocery at the corner of Carmel and High Streets represented a step into ownership and self-determination (sometimes only temporary) by a series of hardscrabble immigrants to California, a version of the American Dream that has largely disappeared to corporatization. Its owners were several former farmers, former oil field worker, former bellhop and trucker, future trucker, WPA laborer, and army sergeant; Easterners, Southerners, Midwesterners, Westerners, and immigrants from Portugal's islands. Only one, Herman Hinzy Page, who commissioned the building, appears to have been born into the business, as his father was a dry goods merchant and grocer, though US Censuses show Herman having done a number of jobs, none of them, before he commissioned the store, related to groceries.

In addition, the corner grocery served as a way for women to enter the workforce: not only wives but daughters. Otto Burton's daughter was listed in the city director as clerk at Burton's Cash Grocery from the age of sixteen.

The grocery's historic significance is based on its seventh set of owners and first African American ones, Frank and Alberta Bell, who owned it between 1966 and 1979 and operated it as Tiny Mart. But its architectural significance comes from reflecting its social milieu and period, and it's instructive to find out who its builder and owners were.

The Builder George W. Skiles was born in 1866 in Jackson County, West Virginia to Mary Skiles and her husband Joseph, a farmer. From what can be ascertained from the US Census, Joseph Skiles was from Ohio, and the family subsequently moved to Illinois, where George's younger sister Cynthia Mae was born in 1884.

George Skiles' first wife Cora May was born in Michigan, their elder daughter Faye born in 1889 in Nebraska and younger daughter Bernice in 1891 in Illinois. In 1900 George Skiles was working as a stonecutter in Mount Sterling, Illinois; in 1910 as a monument merchant in Monmouth in the same state. But George's parents and sister Cynthia had moved to California, where Cynthia met Charles Eserio Foxen in his family's department store in San Luis and married him in 1908.

Charles Foxen was the grandson of William Benjamin (later Guillermo Domino) Foxen, who acquired Rancho Tinaquaic—present-day Foxen Canyon in Santa Barbara County—in 1842 from its original grantee, Victor Linares, who then became majordomo of the Mission San Luis Obispo and acquired the Ranch Cañada de los Osos. Charles' father John married Leonora Villa, daughter of ranchero Francisco Villa.

In 1915 Charles Foxen commissioned an elegant \$1,400 John Chapek bungalow at 958 Pismo Street. In 1929 Charles and Cynthia commissioned an \$8,000 James Jepson Spanish Revival house at Johnson and Higuera that was so grand it later became a mortuary (it's now an office building). In 1918 Cynthia built the Foxen Apartments at Osos and Pismo (another Chapek commission). Her brother George moved to San Luis sometime in the teens, remarried, carried on his trade as a stone carver into the early 1920s, and then became a builder of modest projects.

George Skiles did a combination of jobs for himself, relatives, and others, with surviving permits issued 1921–1931. They were mostly simple frame buildings with minimal articulation, unlike the contemporary late Craftsman and early Minimal Traditional revival buildings of higher-end rivals like Maino, Smith, Chapek, Jepson, and Bray.

Nonetheless, Skiles left his mark on the city. According to the San Luis Obispo Building Permits File at Cal Poly Special Collections, he built the three cottages to the east of the Page Grocery, now 368, 374, and 378 High Street, in 1926 and 1927, for H. H. Page, himself, and his daughter Faye. 374 and 378 are narrow rectangular houses with passing references to American Craftsman (low-pitched roofs and somewhat skinny elephant leg columns holding up a minimum of porch).

Skiles also built the cottages one and two lots north of the grocery at 1610 Carmel (German Cottage style with Craftsman elements) and 431 Islay (no style in particular), in 1926 and 1931, for Mr. and Mrs. W. C. Martin and himself. The next two houses on Islay, 443 and 451, Skiles and his second wife Edith had moved to the location in 1925.

George Skiles died in 1935, four years after his last recorded permit.

The Pages Herman Hinzy Page was born in Iowa in 1867, the son of a dry goods merchant and grocer. By the 1900 census, he and wife Lola Melvina, nine years younger and also from Iowa, were farming in Kansas. By 1905, when their younger son was born, they were in California, and the 1910 census had Herman working as a plumber in Arroyo Grande. By 1920 he was a pumper at the Casmalia oil fields in Santa Barbara County.

Herman Page—apparently knowing the business well enough to know a neighborhood grocer had to be on call for emergencies—commissioned the store and next-door cottage from contractor George Skiles in 1926, when Page was almost sixty, at \$1,800 for the residence and \$1,100 for the store. There is no indication in county land records of a mortgage, so they seem to have had cash in hand for almost \$3,000 of construction, as well as outfitting and stocking the store and purchasing the land from their contractor.

The Whitehouses After five years, and at the beginning of the Great Depression, the Pages sold the grocery and cottage to Mabel A. Whitehouse and her husband George A. Whitehouse. They owned the business for two years and don't appear to have lived in the area previously or stayed subsequently. Indeed it is not definitively clear who they were or where they were from.

The Burtons In 1933 Otto and Ada Burton bought the grocery from the Whitehouses and possibly the cottage next door; they certainly lived in the cottage, and when they divorced in 1943, Otto took the grocery and Ada the cottage, which she sold in 1944.

Otto Burton was born in Missouri to parents from Indiana, his father farming a rented farm in a township, Austin, that no longer exists. By age seventeen, according to the 1920 census, Otto was living with his parents, elder brother, and younger sister in the America Hotel in Visalia, working as a bellhop while his mother worked as a chambermaid, his father as a farmer, and his brother as a laborer for a transfer business. The two brothers stayed in California, while the rest of the family appears to have returned to Missouri, where Otto's younger sister married. By 1930 both brothers were married, Jesse working as a railroad fireman and living in San Jose, Otto as a trucker in Visalia, married to Ada Welks of a longtime Visalia ranching family.

Otto and Ada's business was Burton's Cash Grocery—a wise choice for the 1930s. When J. J. Andre, who owned a grocery store on the 700 block of Higuera, died in 1939, "there were

over \$35,000 owed to him on his books. ... Most of the money was never paid.”³ Japantown produce grocer Yoroku Watanabe declared bankruptcy in early 1933—with assets greatly exceeding debts but “mostly in bills collectible”—shortly before the Burtons went into the grocery business.⁴

Otto Burton stayed in the business till 1947; by 1942, his sixteen-year-old daughter, according to the city directory, was working as his clerk. By 1950, according to the city directory, none of the Burtons, at least under that name, was still in San Luis.

The Craveiros Azorean immigrant Joaquin Craveiro and his California-born son Joaquin, Jr. bought the store in 1947 and renamed it Joaquin’s Grocery. Sgt. Craveiro, back from 1941–45 Army service, and his wife Eleanor (Elnora) Ormonde Craveiro ran Joaquin’s Grocery and lived next door, renting from Frank and Frankie Weddell, who’d bought the cottage from Ada Burton.

Joaquin, Sr. had come from the Azores around the age of twenty, with experience in whaling, and settled in the San Joaquin Valley to learn dairy and farming.⁵ Eventually Francisca joined him, they married, purchased a dairy in Hanford, and raised a family. Subsequently they farmed near Visalia, but after a farming accident, they moved to San Luis Obispo, where they took over the Golden West Restaurant on the 600 block of Higuera from fellow Azorean Mary Serpa in the late 1930s.⁶

Joaquin, Jr. and Eleanor got tired of being disturbed at all hours and moved away from the grocery’s next-door cottage. They also commissioned the Eskimo Pie sign, based on the company’s contemporary advertising. After the Craveiros sold the market to the Da Silvas, they stayed in San Luis, and Joaquin worked the rest of his career for the school district.

The Da Silvas Juvenal and Wilhelmina da Silva were living in Cambridge, Massachusetts in 1940, Juvenal sewing for the Works Progress Administration—having, according to immigration records, been a laborer in the textile mill town of Lowell, Massachusetts as early as 1920. Juvenal was from the Portuguese island of Madeira, Wilhelmina also from Portugal, and presumably they acquired the grocery from the Craveiros through the same ethnic network as the Craveiros used to take over the Golden West Restaurant from the Serpas. Juvenal would have been about fifty-six, Wilhelmina about forty-eight when they bought the grocery—not far off the ages of the Pages—and they lived three blocks away at 720 Upham Street.

The Da Silvas ran the grocery for nine years. For the first few of these they continued to call it Joaquin’s Grocery, since—there being so many Portuguese in town, and dozens of them Silvas—a Manuel Silva happened to be running the old Smith Grocery at Mitchell and Broad as Silva’s Grocery. Once the Vieiras took over Silva’s Grocery and renamed it the South

3. Peter Andre, *Memoirs of a Small Town Boy*, p. 10.

4. “Bankruptcy List Is Augmented by 17 New Petitions,” *Los Angeles Illustrated Daily News*, 16 Feb. 1933.

5. Evangeline Kirk, “‘Sit Down Over There,’ He Would Say Sternly,” in *War Comes to the Middle Kingdom*, Stan Harth, Liz Krieger, and Dan Krieger, eds. (San Luis Obispo: EZ Nature Books, 1991), p. 65.

6. “Joaquin Joseph Craveiro,” obituary, *Tribune*, 1 Oct. 2011.

Broad Street Market, Joaquin's Grocery became Silva's. In 1964 the Da Silvas sold their grocery to the Germans and retired to their house in San Luis.

The Germans Cecil and Florence German owned the grocery for only two years before selling to the Bells and, like the Whitehouses, did not come from San Luis Obispo or remain here, moving to Yucaipa, where Cecil worked as a truck driver until retirement.

The Bells Frank and Alberta Bell took over Tiny Mart at about the same age that Juvenal and Wilhelmina Da Silva retired from it—and ran the grocery for thirteen more years, till Frank was in his mid and Alberta in her early seventies. The Bells were farmers in Central Texas till their farm and those of neighboring black farmers was condemned by an all-White condemnation panel for construction of a power plant in 1951. One member of a neighboring farming family had made it to San Luis Obispo; Frank Bell seems to have worked some years as a janitor in San Luis—for the county government, a hospital, and a bowling alley—before buying the grocery. The Bells purchased the grocery from a rural route address outside San Luis, continued to live there for the next five years, then lived on and retired to 498 Mitchell Drive.

The corner grocery business did not require too much education, expertise, capital, or risk. It required long hours but not the backbreaking labor and safety hazards of a farm or an oil field and could ease owners into retirement. Most important, it provided the combination of independence and status otherwise unavailable to the factory worker, trucker, or janitor.

Tiny Mart's Eskimo Pie Mural: Historic Popular Art and Current Sensibilities The Eskimo Pie sign was painted on the side of the building freehand by two artists hired by Golden State Creamery, the Northern California ice cream manufacturer licensed to produce and distribute Eskimo Pies in this region, in the early 1950s, while the Craveiros owned the grocery. Based on Eskimo Pie's contemporary advertising, it was claimed, after a 2007 restoration, to be one of only two such murals known to have survived, though I can find no evidence of another (Middlecamp, *op. cit.*). Covered by asbestos siding not long after it was painted, it was rediscovered in the early 1980s, when Alex and Annie Gough and Dan and Anne Gaebe Hall bought and restored the building.

The mural was restored by local artists Mark Landstrom and Gini Griffin in 1989 and again by Dominican artist Robert Maja in 2007. It was reproduced in the San Luis Obispo Children's Museum in 2004 by photographer and Cal Poly faculty member Brian Lawler and featured in the 2012 San Luis Obispo Public Art Master Plan (pp. 38–39), a 2012 *SLO Life* article on Maja, and a "Photos from the Vault" column in the *Tribune* in 2017, where artist Landstrom described it as "a neighborhood icon."

Eskimo Pie Controversies These controversies include the term *Eskimo* itself; the cultural appropriation of an indigenous people as a commercial brand name; the portrayal of such people in promotional material; and the destruction, defacement, or covering up of the resultant art that some people may find offensive.

The word *Eskimo* *Eskimo* is thought to derive through Spanish and French from *ayaškimew*—"person who laces a snowshoe"—an Innu/Montagnais word. The Innu are a neighboring non-Inuit Canadian First Nations people, and it is a not uncommon phenomenon for the European name for an indigenous group to be provided by the neighboring indigenous group arrived at first, for instance, *Comanche*, from the Ute



Mark Landstrom and Gini Griffin restoring the Tiny Mart mural in 1989 (Wayne Nicholls, Tribune) and the mural today. The face has since been altered to diverge from the original, which resembled the advertising campaign. The effect is slightly reminiscent of the Ecce Homo restoration by volunteer restorer Cecilia Giménez at Borja, Spain in 2012.



kimantshi, “enemy.” Such names are not necessarily considered offensive; Apaches publicly and officially refer to themselves as Apaches, from a Spanish word probably of Zuni origin. “Eskimo” was first applied to the Mi’kmaq (another non-Inuit First Nations people) and later to Russian Yupighyt; Alaskan Yupik, Cup’ig, and Iñupiat; Canadian Inuit; and Greenland Kalaallit.

Since 1977, the Inuit Circumpolar Conference in Canada has called for the use of Inuk/Inuit in place of Eskimo/Eskimos for circumpolar native peoples. This designation has been rejected, however, by non-Inuits, e.g., those in Greenland, who refer to themselves as Greenlanders or Kalaallit; in Alaska, Yupik or Yup’ik, Cup’ig, and Iñupiat; and in Russia, Yupighyt.

There is currently no word that encompasses all of these peoples other than Eskimo, which is considered offensive by some circumpolar native peoples (particularly in Canada), normal and inoffensive by others (particularly in Alaska), and of lesser preference by many to their self-designated terms (Inuit, “people”; Iñupiat, “original person”; Yupik, “real person”; Yupighyt “true people”). *Eskimo* remains widely used in technical and scholarly contexts, without a current substitute when referring to the totality of circumpolar native peoples.

Eskimo Pie In 2020, after ninety-nine years, the Eskimo Pie brand was retired, replaced by its owner, Dreyer’s Grand Ice Cream, with Edy’s Pie. It is hard to exaggerate the impact of the Eskimo Pie in American popular culture over that near-century.

Eskimo Pies were introduced under that name in the Midwest in November 1921 and by the end of December were claimed (possibly exaggeratedly) to be selling at the clip of a million a day (though 1922 figures do suggest half a million a day).

Eskimo Pies went into national distribution in January 1922, licensed to local and regional ice cream makers. An REO Speed Wagon rushed an Eskimo Pie through a blizzard from Chicago to the White House for President Harding’s Thanksgiving Dinner in 1922, making a record run of 801 miles in 27 hours and 48 minutes.⁷

Eskimo Pies were sold in Japanese American internment camps; their sales jumped to GIs in World War II.⁸ Bob Hope joked about Eskimo Pies, Walter Winchell dished on them, Dale Carnegie sermonized on them, and mobster Frank Costello claimed to have manufactured them (the company responding with “a frigid corporate statement”).⁹ S. J. Perelman wrote

7. “Wonderful Run of REO Speed Wagon,” *Patriot Ledger*, 5 Dec. 1922.

8. “Canteen Cowboy Sez,” *Manzanar Free Press*, 29 July 1942; “Briefly,” *Poston Chronicle*, 21 Nov. 1944; Maurtia Baldock, *Guide to the Eskimo Pie Corporation Records*, Smithsonian, National Museum of American History, Kenneth E. Behring Center, 1998, p. 2.

9. Bob Hope, “Bob Hope,” *Chicago Sun-Times*, 11 Mar. 1948; Walter Winchell, “Leslie Caron Works Alone,” *Boston Record-American*, 21 Dec. 1961; Dale Carnegie, “Dale Carnegie,” *Sadalia Democrat Sun*, 11 Feb. 1940; “Eskimo Pie Corp. Gives Costello Cold Shoulder,” *Daily Herald* 25 Mar. 1951; Don Dornbrook, “‘Westward Ha!’ with Perelman Wit Unfurled,” *Milwaukee Journal*, 8 August 1948; “Sharing an Eskimo Pie at a Paris theater ...,” *Boston Daily Record*, 13 May 1955; “MacMillan Plans to Carry Eskimo and Eskimo Pie,” *New Orleans States*, 26 June 1925.

about French patricians eating them, Grace Kelly was photographed sharing one with her latest love interest in Paris, and the American explorer Donald Baxter MacMillan carried them to the Inuit of Baffin and Ellesmere Islands. The Smithsonian's National Museum of American History holds the Eskimo Pie Corporation's records. Eskimo Pies' success became a byword for fads but also part of the myth of American ingenuity and the belief anyone could succeed with a good idea and determination.¹⁰

Various origin stories have circulated, but in a 1922 version purporting to be in the words of inventor Christian Kent Nelson and now generally accepted, in his late twenties he was teaching high school math during the day and running an ice cream shop at night in tiny Onawa, Iowa, looking for a product that would keep him going during the winter.¹¹ In late 1920 or early 1921, seeing a boy with only a nickel unable to choose between ice cream and a chocolate bar, he came up with the idea of a chocolate-covered ice cream bar. After asking a traveling candy salesman how chocolate was diluted for coatings at a low temperature, he experiment with covering ice cream blocks with cocoa butter-softened chocolate, tried the result out on Onawans with great success that summer (as I-Scream bars), and patented the result in October 1921. He partnered with a fellow Iowan, Russell Stover, manager of a chocolate factory, who suggested the name Eskimo Pie and who in early literature often got the credit for inventing them, their company being named after Stover.

The little boy with the nickel would have been out of luck, at any rate, since Eskimo Pies initially cost a dime. Stover sold out early (with legal fees for defending the patent and copyright eating away at the profits), and with his wife he started the candy company that still bears his name. Christian Nelson also sold out but soon got bored and came back to work for the Eskimo Pie Corporation under its new owners, US Foil (later Reynolds), who made its packaging, until his retirement in 1961—a retirement significant enough, four decades after the pie appeared on the scene, to be covered nationally, including by Walter Winchell. Winchell squeezed him between Leslie Caron and Alvin Ailey and posited, “Richer, it is suspected, than the gov’t.”

Cultural Appropriation in Branding An unsourced story of the Eskimo Pie's branding is that Stover's sister went to the Omaha Public Library to look up words evocative of cold.¹² There was certainly no early consistent effort to tie the product to actual Eskimos, and when images of Eskimos were used, they were unstable, reacting to contemporary aesthetics and such events as the release of the documentary *Nanook of the North*.

As well, both the technology and branding were licensed to local ice cream manufacturers, who seem to have paid for and designed many of their own advertisements, while other ads used nationally-available images and layouts with space for local manufacturer names. There were also some national ads without local manufacturers attached.

10. “Former Fads That Once We Followed,” *Riverside Daily Press*, 18 Jan. 1923; “Eskimo Pie Inventor, Deaf to Jeers, Makes Fortune,” *Wilkes-Barre Times-Leader*, 4 Feb. 1922.

11. “Eskimo Pie inventor Receives \$2,000 Daily,” *Stamford Advocate*, 21 July 1922.

12. The earliest mention I can find of this is on the Nebraska State Historical Society's Website, Apr. 2003 (“Made in Nebraska: Food and Beverages”).

1921 The original packaging featured a midnight sun, some version of which has been used almost to the present. The 1921 advertisements explained what the product was without any illustrations.

1922 At the nationwide launch at the beginning of 1922, there were a number of different national and nationally-branded local campaigns. One of these latter was a brief January campaign featuring a caricature of an Eskimo man with the legend, “‘Iggy Gook,’ Meaning, ‘I Ain’t Mad at Nobody’” and appearing in newspapers in Knoxville and Chattanooga, Tennessee; Duluth, Minnesota; and Los Angeles, California, with the LA one accompanied by caricatures of Dutch girls in the pointed and winged folk bonnets of Volendam, the branding for National Ice Cream (despite its name, a local firm). A different image of an Eskimo with the legend “‘Ugglee—Goo—Gee Meaning ‘Ain’t Eskimo Pie Grand?’” appeared in a Wilks-Barre, Pennsylvania paper also in January 1922.

The nonsense words seem to have been tied to an effort to make Eskimo Pies mysterious again as they were being introduced nationally; such was the message being given to journalists. At any rate, this brief campaign was the extent of advertising related to Eskimos in the months surrounding the launch of the brand. Other ads from the early part of the year evoked iciness or showed pictures of the product itself, the midnight sun trademark, or White people enjoying Eskimo Pies.

Dominance of White images in Eskimo Pie advertising, 1920s–1960s



Wichita Beacon, 1922



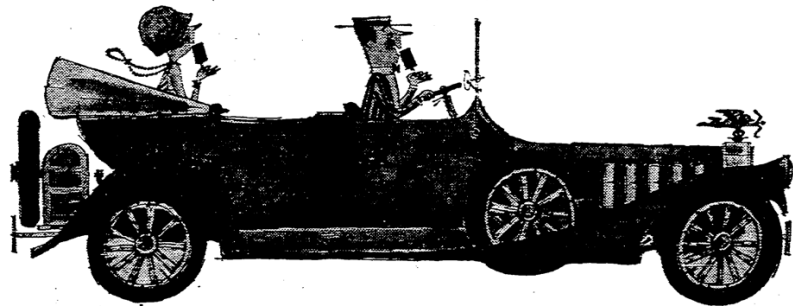
San Diego Union, 1927

Right: Dallas Morning News, 1956





Milwaukee Journal, 1962 and
San Diego Union, 1956



REMEMBER?



Nothing is changed —
the same real ice cream
the same fine chocolate
the same aluminum wrap



FOREMOST ESKIMO PIE

Better than good, it's Foremost



Nanook of the North and the Eskimo Boy in Advertising Things changed in June of 1922, when Robert J. Flaherty's groundbreaking documentary *Nanook of the North* became a hit. In October and November, Abbotts, a Philadelphia ice cream chain, featured an Eskimo boy in its ads, though after an initial appearance he was Europeanized. Brown's Velvet Ice Cream of New Orleans portrayed somewhat Kewpie-like Eskimo toddlers in its ads, though the Eskimo Pie company's own ads focused on a White girl in a short skirt and Mary Janes in front of an igloo.



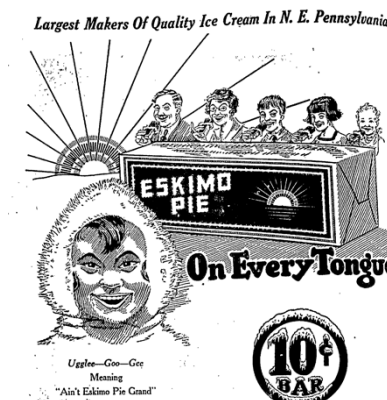
Decatur Herald, 1 Jan. 1922



Constructivist-style ads (compare the work of László Moholy-Nagy) from the Fort Wayne News Sentinel and Evansville Courier and Press, 26 Jan. 1922



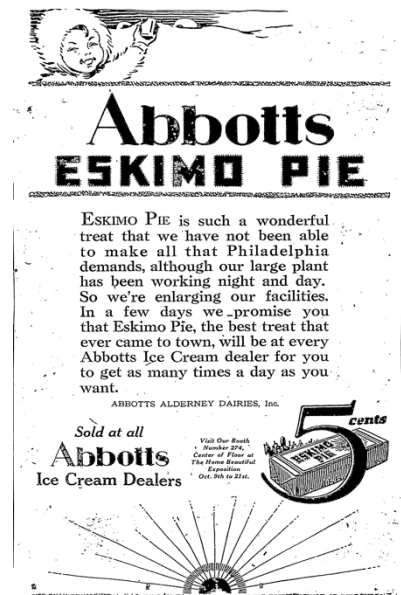
Part of the short-lived January 1922 campaign with a caricatured but not Europeanized Eskimo in a onesie with Dutch girls in Volendam bonnets below, Los Angeles Times, 10 Jan. 1922



Wilks-Barre Times-Leader, 27 Jan. 1921, with a language-eating pun. The White people enjoying Eskimo Pies are far more characteristic of contemporary ad illustrations for the product.



Theatrical poster, Nanook of the North, June 1922



First Eskimo Pie boy, Philadelphia Inquirer, 11 Oct. 1922



The Abbotts Eskimo Pie boy Europeanized, Philadelphia Inquirer, 24 Nov. 1922. In contrast, the costume is rendered more accurately, with fur-outward outer parka and outer trousers, mitts, and outer boots



Chicago Daily News, 22 Nov. 1922, with a mix of Eskimo and European iconography



Don't Forget We Are Still Here!

And here to stay—too! Why you people below the Arctic Circle are so much in love with Eskimo Pie that it takes Four Millions every twenty-four hours to satisfy you.

The secret of this popularity is found in the fact that Eskimo Pie is the most tasty morsel ever devised for a particular public.

This late 1923 ad copy could be mistaken as a clarion call for racial and cultural endurance, and the style is Soviet Realism. The ad copy is also, uniquely, in the first person of circumpolar native peoples, addressed to everyone else. Washington, DC Evening Star, 9 Nov. 1923.



Glamorized Eskimo, with accurate clothing and non-European features, though looking suspiciously like Anna May Wong. (Wong was growing famous at the time but was not yet a breakout star). Columbus Dispatch, 19 Nov. 1923.



At Santa Claus Party, Saturday, Dec. 11, Fifth and Broad—2 to 4 P. M.

10,000 ESKIMO PIES Will Be Served Free

In 1926 two Eskimo boys, Enoch and Enitaksak, visited Ohio and gave talks and press interviews, including discussions of their clothes and language—full circle from the caricature and nonsense language of the January 1922 ads.



Last appearance of an Eskimo boy in an Eskimo Pie ad for, apparently, twenty years. Schenectady Daily Gazette, 3 Dec. 1927.



Although they disappeared from advertising in the 1930s, Eskimo caryatides held up Eskimo Pie's innovative dry ice coolers, which made the product available in corner stores without freezers, from the late 1920s to at least the 1950s



GET NEXT TO SOMETHING BRACING... AND GOOD

Tired of dull? Day seem long? Snap into pep—for a single lick! Treat yourself to an Eskimo Pie. Watch how it lifts you. Up to new peaks—just like a plane. And that flavor! Delicious, wholesome ice cream. Crisp coating of purest chocolate. Refreshing goodness that melts in your mouth. Eskimo Pie is for sale at leading ice cream dealers throughout the city. Pleasure's waiting for you—go get it.

TUNE IN ESKIMO PIE TIME STATION WTMJ

Thursday, Oct. 26, 8:00 to 9:00 p.m. Friday, Oct. 27, 8:00 to 9:00 p.m. Hear the Eskimo Pie Orchestra playing typical, tropical American tunes. Listen to the singing Eskimo harmonizing their vocal language "Esk songs."

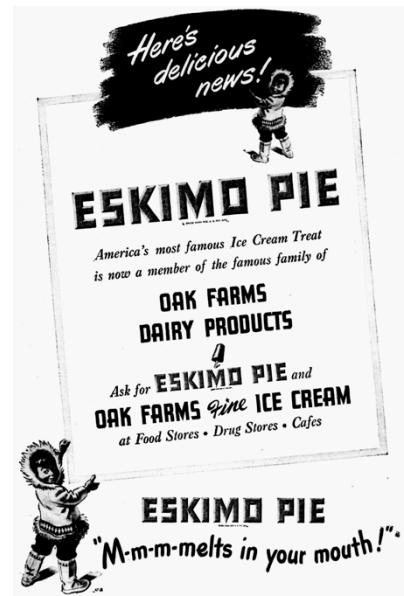
Eskimo Pie as urban sophistication, though with a somewhat Dadaist combination of images. It includes reference to the Eskimo Pie Time radio show. *Milwaukee Journal*, 1 Oct. 1929.

The women, more genteel, had their whisky highballs in the mercantile part of the building; liquor glass in one hand, an Eskimo pie in the other.

Description of the start of the winter trapping season, Violet, Louisiana, W. G. Wiegand, "Down the Spillway," *New Orleans Item*, 14 Nov. 1937



Sheet music for Dale Wimbrow's 1941 O! My, Eskimo Pie shows Whites in Eskimo Clothing.



The Eskimo boy introduced in 1947, the model for the Tiny Mart sign. His costume is more articulated, showing avitat (Inuit)/akurun (Yupik) mosaic trim of black and white caribou skin on parka and boots, though the laces on the chest (below) appear to be an invention.



He also has darker skin and more characteristically Eskimo hair and features than previous portrayals.



Golden State ad, San Francisco Chronicle, 18 Aug. 1947



"The star of our show": stills from theatrical commercial, circa 1950 (Youtube).



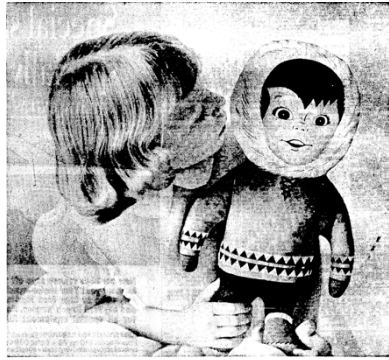
Eskimo boy with polar bear and penguin, unknown source, probably sign, circa 1950.



Look who's here—!
ESKIMO PIE.

The doll-like portrayal from 1958 on is reminiscent of Disney designer Mary Blair's designs for It's A Small World (below), although the ride postdated it, fabricated by Walt Disney for the 1964 New York World's Fair UNICEF Pavilion. Audio-animatronicist Blaine Gibson designed the shape of each face to be identical, with distinctions in skin, eye, and hair color.





IMAGINE! You can now get this big 15 in.
ESKIMO Boy Ragdoll

FOR ONLY
50¢
AND ONE END FLAP
FROM ANY ESKIMO
FAMILY PAK.

Get your youngster this unusual ESKIMO Ragdoll. Lovable, durable,
just the right size to hold. You cannot purchase one in any store,
as we sell them only here.

Send the end flap from any ESKIMO product, whether it's your
favorite bar or one of the new ESKIMO Family Paks.
Send them often, for snacks or desserts.



**ESKIMO
PIE**

By the mid 1960s the Eskimo Pie boy was indeed a doll for a White girl: Cleveland Plain Dealer, 13 May 1965. The Eskimo boy was retired shortly after, though he recurred in packaging as late as the 2010s (below) with doll-like face and white skin coloring.



**GIRLS' HOODED
"ESKIMO PIE" SUIT**

12.95

White's Department Store
ad, *Boston Herald*, 13 Nov.
1942

HOLD YOUR HATS DEPARTMENT . . . Here's hoping Thursday and Friday prove to be rather hot . . . the Canteen really has an extra special sale on . . . **ICE CREAM . . .** sandwich, popsicle and eskimo pie . . . for just **FOUR CENTS WHILE THEY LAST . . .** A real bargain . . . take home . . . other specials are:

Manzanar Relocation Camp:
Manzanar Free Press, 29 July
1942

Briefly

WITH THESE...

...Dreary, cloudy, windy, rainy days, we are really remembering regretting the warmth in which we used to dwell. IN ONE OFFICE...

...I happened to overlook a very interesting scene, there were, I guess, five girls, all bundled up in their overcoats and what not, cuddled up by the stove. But to my surprise, I noticed each one was busily munching coldly at their Eskimo Pie. Egads, what these girls won't do!

Poston Relocation Camp:
Poston Chronicle, 21 Nov.
1944



The chevalier and the confection

Al Hirschfeld caricature of a French Legion of Honor recipient, S. J. Perelman's *Westward Ha!*, 1948

Eskimo images continued in 1923. One of the more interesting ones was of a dramatic Socialist Realist Eskimo boy leaping forward with the legend “We Are Still Here.” In contrast, in the same month of November (Eskimo pies in some markets were only sold during the winter) was a glamor Eskimo who looked like Anna May Wong. As *Nanook of the North* receded, interest seems to have dwindled, and after 1923 only one Eskimo appears in advertising, a boy in some advertising in the New York–New Jersey area.

1920s–1950s: Caryatides After selling out in 1924, Christian Nelson had returned to the company and among other innovations introduced Eskimo Pie dry ice coolers for stores without freezers. In a design that seems to have persisted from the late 1920s to at least the early 1950s, these were held up by adult male Eskimo caryatides. These presumably were the reference for the girls’ hooded “Eskimo Pie’ suit” advertised by a Boston department store in 1942, as otherwise Eskimo pie merchandizing in the 1930s had turned to radio (jingles [“Oh, My, Eskimo Pie”] and *Eskimo Pie Time*, a folk song show), as well as wrapper promotions—with no graphics. Except the sculptures holding up the coolers, images of Eskimos seem to have disappeared. There was also little if any advertising during World War II.

1947: The Return of the Eskimo Boy The postwar era introduced a new campaign around an Eskimo boy, and now he was a boy of Eskimo features and skin tone and largely authentic folk clothing: neither caricatured nor Europeanized. He also made it into film in color movie theater promotions. The campaign lasted in earnest about five or six years, though his image turned up as late as 1957. This is the image in Tiny Mart’s Eskimo Pie mural, painted by the artists from Golden State Creamery. His costume in the ads showed mosaic trim of black and white caribou skin on his parka and outer boots, though the laces on the chest (below) appear to be an invention

The Eskimo boy disappeared for a few years and then came back in a more stylized and doll-like form (proto-Disney) in 1958. By this time the company was trying to convince people to buy multi-packs from supermarkets to take home by their new cars to their new freezers for boom babies, rather than individual pies from corner groceries. Happy White families increasingly made their way into advertisements. But the Eskimo boy was still turning up as late as the 2010s.

Destruction, Defacement, or Covering Up Historic Art In cultural heritage preservation, there are ten recognized agents of deterioration:

1. Physical Force
2. Theft and Vandalism
3. Fire
4. Water
5. Pests
6. Pollutants
7. Light
8. Temperature
9. Humidity
10. Dissociation

To that could be added an eleventh: Censorship. Tiny Mart, which survived other agents of deterioration to suffer from dissociation from its Black history, also includes a period mural that a few people have suggested destroying or covering up.

The mural's branding is indeed racial advertising and an example of commercial cultural appropriation. The imagery of the 1947–1953 campaign was not, however, demeaningly racist. The Eskimo boy was not subservient but exotic. He even provided some cultural diversity to the overwhelmingly White dominance of advertising and some authenticity compared to the subsequent Disney-like homogenization and anodyne of world cultures (e.g., *It's a Small World*, which originally functioned as a World's Fair UNICEF pavilion). Eskimo Pie was a distorted lens through which to see circumpolar native peoples—but at least the lens existed as an alternative to invisibility. When a photograph of American servicemen playing softball with an Eskimo boy appeared in numerous papers during World War II, the somewhat irrelevant heading was “Eskimo Pie.” But without the brand and association, would the photograph have run at all?

There have been recent and unresolved controversies regarding the proposed destruction or covering up of public art that portrays earlier White views of non-Whites. At George Washington High School in San Francisco, a 1936 Works Progress Administration mural by Communist artist Victor Arnautoff, an anti-racist critic of government and history, was slated for destruction or concealment—for its depictions of African American slavery and violence against Native Americans—by a unanimous vote of San Francisco's school board.

This decision created a huge and unresolved local and national controversy, including being supported by some and opposed by others in the Black and American Indian communities, with locals and prominent cultural leaders on both sides. Among those who opposed destruction were Black Panthers who had organized and executed the painting of murals in response to Arnautoff's murals in the late 1960s and early 1970s.¹³

Tiny Mart's Eskimo Pie mural, as a historic artwork, has attracted great affection over the decades and some controversy of late, as San Luis Obispo address—or fail to address—more substantial issues of systemic racism and inequality. Clearly cultural appropriation in art and commerce is objectionable though probably will never be completely avoided unless all races and cultures descend into solipsism. Censorship, though, tends to smack of paternalism and virtue-signaling, and censorship of the past risks obliterating a detailed and accurate understanding of history and thus the ability to move substantially forward.

Master Listing Tiny Mart will preserve for multiple interpretations a complex landmark in San Luis Obispo's racial history and history of racism, and the Eskimo Pie mural is part of that full story. More important, Master Listing will foreground the struggle of Frank and Alberta Bell to find an independent and respected place as Black business owners in a postwar California that systemically shunted Blacks into inferior jobs and refused them the means to achieve better housing or economic success.

13. Ben Davis, “This Artist Painted the Black Radical Response to the George Washington Slaveholder Murals. Here's Why He Stands Against Destroying Them,” *Artnet News*, 10 July 2019.

5. Historic Context: The Great Migration of African Americans

The borders of the Great Migration are the US Censuses of 1910 (after which the drop in the Southern Black population began) and 1970 (after which the Southern Black population stabilized, though there was still movement in the rest of the country, e.g., to California). The Great Migration was both a geographical movement (from the South to the North, Midwest, and West) and social movement (from rural to urban areas). At the beginning, more than 90% of African Americans lived in the South; by 1970, about half.

The Bell family would become part of that exodus from Southern agriculture to Western urban commerce, and Tiny Mart would become a significant landmark of Black business ownership in San Luis Obispo—ownership, in a small way, of the means of production and a symbol of the beginning of acceptance of Blacks into America's financial system.

Black Demographics of California and San Luis Obispo County and City African Americans were a small proportion of the population of American California in the nineteenth and early twentieth centuries and did not trend upward till the Great Migration from the South. The Black proportion of the population of California was, in

1850	1.0% of 92,597 people
1860	1.0% of 379,994
1870	0.8% of 560,247
1880	0.7% of 864,694
1890	0.9% of 1,213,398
1900	0.7% of 1,485,053
1910	0.9% of 2,377,549

Compare the Chinese, who had risen to 9% of California's population by 1860 (resulting in Congress passing Chinese Exclusion Act of 1882).

In remote San Luis Obispo, the figures were even lower. In the 1850 US Census, San Luis Obispo County listed one Black person (George Frisbie, a 22-year-old cook from New York State) of 336 people enumerated, or 0.3%. The 1860 census listed 7 out of 1,782, or 0.4%.¹⁴ (The 1860 census also had a category for Mulattoes, but at this time in San Luis Obispo County the category was used for Indians, not Blacks—except possibly for one Portuguese-born cook.)

Between 1880 and 1890 the number of Blacks in San Luis Obispo County increased from under 30 to over 450 and from 0.3% to 2.8%, presumably because of Southern Pacific construction; as a result of partial destruction of the 1890 census it is impossible to know.¹⁵

14. Transcription of 1850 census by Susan C. Parks, 2002; of 1860 census by Rhonda Jones, 1999.

15. Joshua Michael Harmon, *"But Not In Vain": The Civil Rights Movement in San Luis Obispo, California, 1947–1969*, master's thesis, Department of History, California Polytechnic University, San Luis Obispo, 2009, p. 13.

But by 1910, the 72 Blacks and 5 Mulattoes recorded by the census in San Luis Obispo County comprised, again, only 0.4% of the population.¹⁶

During the Great Migration of African Americans from the rural South—and federal suppression of Chinese and Japanese immigration and later internment or internal exile of Japanese—the Black proportion of California’s population grew gradually—then after World War II dramatically:

1920	1.1%
1930	1.4%
1940	1.8%
1950	4.4%
1960	5.6%
1970	7.0%
1980	7.7%

Its peak was 1980. Then the percentage of the Latino population doubled and of the Asian population tripled, leaving the Black population with still growing numbers but declining percentages:

1990	7.4%
2000	6.4%
2010	6.2%

San Luis Obispo County continued to lag behind statewide figures. The postwar influx brought the Black population up to only 0.7%—though that was from 0.1% in 1940 (Harmon, *op. cit.*, p. 14). By 1990 the Black population of the county was at 2.2%, by 2000 had declined to 1.9%, and by 2010 risen to 2.1%. The City of San Luis Obispo, in contrast, went from 1.9% to 1.3% to 1.2% for its Black population in 1990–2010. The county’s Black population has increasingly concentrated in unincorporated areas, Paso Robles, and Atascadero, which last was founded as a Whites only town¹⁷

Black Residents and Businesses in the City of San Luis Obispo Of the twenty-six African Americans living in San Luis Obispo County in 1940, three were residents of the Pacific Hotel in San Luis Obispo’s Japantown, on the 100 block of Higuera, as numerous other neighborhoods were covenanted against both Blacks and Asians (e.g., Fixlini, Mount Pleasanton Square, Anholm, and Monterey Heights). Those three were Joe Hubert Hall, a porter at the stage lines; Russell Massengale, a janitor at the nearby highway building; and Minnie Allen, a widow; born, respectively, in Oklahoma, California, and Indiana. Five years previously, Hall and Massengale were both living in San Luis, Allen in Los Angeles, but none of them are listed in the 1938, 1939, or 1942 city directories (those still surviving from the period), part of the difficulty of documenting minority communities.

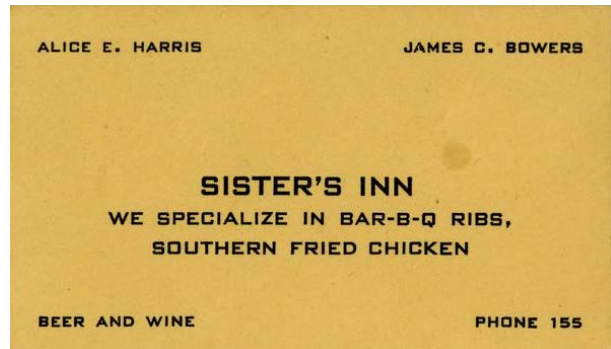
San Luis Obispo’s Japanese Americans were interned in 1942. By the 1950 directory (the next one surviving), the former Japantown had become largely Black and Mexican-born in

16. “Table 29. General Statistics of the Negro Population of the United States, by Counties: 1910,” *Bulletin 129: Negroes in the United States*, Twelfth Decennial US Census.

17. *City of San Luis Obispo Housing Element*, April 2010, Table A-5; *SLOCOG Regional Profile*, “Population,” 2004, Table 2-6.

its residents, Black in its businesses, and these new Black residents and business owners were predominantly from the South. Small business for Blacks as for Japanese Americans was way to move up despite persistent racial discrimination. Four documented Black-owned businesses circa 1950 were Wilbur's Club and Annabelle's Café on Higuera's 100 block, The Sister's Inn on the 200 block, and Club Morocco south of town.

The Sister's Inn, in the building previously occupied by Kingo Inao's OK Café at 208 Higuera, was co-owned by Annabelle Warren and Texan Alice Harris. In 1948 Warren sold her half share to Harris for \$300, and in the 1950 San Luis Obispo city directory, Warren was shown owning Annabelle's Café, at the site (190 Higuera) where Frank Urabe had opened a chop suey restaurant in 1931. Annabelle's Café later moved to a different site on the block.



Sister's Inn Collection, Cal Poly Special Collections and Archives.



The Sister's Inn, late 1950s, with Alice Harris's house at 195 Brook Street just visible rear left. Sister's Inn Collection, Cal Poly Special Collections and Archives.

Then by the mid 1950s Warren closed her cafe and opened the interracial Club Morocco on the Old Highway south of town, with a mixture of live and recorded music. According to a chattel mortgage for the Club Morocco's contents that Warren took out in 1957 from Cecil Evans, her former landlord at both of her Annabelle's Café sites, the club was the real property of Camden Hathway, the well respected but louche brother of the well respected and somewhat corrupt Sheriff Murray Hathway. Club Morocco—which had a countywide reputation for musical entertainment and fracas and shootings—looms large in local memory, and it operated into at least the late 1960s.

Wilbur Owens, who had moved with his family from Texas, ran the short-lived Wilbur's Club at the Pacific Hotel, which had reverted to its original name of the Clover Hotel. The 1950 city directory shows him running a restaurant in the hotel, and in June 1950 he purchased a beer and wine license for the club from Hope and Larry's Café in Templeton. But fourteen months later, in August 1951, he sold the license to Alice Harris and James Bowers for the Sister's Inn. After that Owens appears to have gone back to his day job as a janitor.

Alice Harris's Sister's Inn continued into the mid 1960s. Then the building was vacant until becoming the Fiesta Inn by 1967.

The period of Black-owned restaurants and entertainment establishments anchoring the former Japantown was over. Black residents stayed in the immediate neighborhood, but by the mid 1950s mainstream White businesses had moved in to replace Black-owned businesses that had carried the cultural capital of the community.

Alice Harris and Wilbur Owens both bought residential property in the former Japantown, behind where their businesses were or had been, respectively at 195 Brook Street (formerly Eto Street) in 1952 for \$4,000 and 183 Brook Street in 1954 for \$3,750. Neither purchase involved a bank loan: the money was paid over time to Harry J. Dubin, attorney for Tameji Eto, who had subdivided the Nippon Tract in 1931. There is no documentation that Harris, Owens, or Annabelle Warren ever owned their own business premises.

Both Owens and Warren took out periodic chattel mortgages from the Mercantile Acceptance Company on the furniture and equipment of their businesses and on their personal furniture, Warren on one occasion from Cecil Evans, who had been granted power of attorney and joint tenancy in the lot that contained most of Japantown's businesses by Yoshiko Tsutsumi in the run-up to internment. He was generally regarded in the postwar period as owning the property, but he may have been still acting for his client.

The repetition of the same items in multiple 12- or 14-month mortgages suggests these were cases not of buying furnishings on the installment plan but of taking out small loans for business purposes at ruinous rates—from the Mercantile Acceptance Company—of 2% to 2.5% per month. (Evans charged Warren only 5% per year for his chattel mortgage to her.)

Prevention of African Americans from accessing real estate bank loans or reasonably priced credit has a long history, extending from early FHA refusal to insure mortgages in or near Black neighborhoods or underwrite integrated housing projects in the mid twentieth century to steering minorities to high-interest loans in the housing bubble of the early twenty-first. Reliance on non-bank lenders was also the case in San Luis and contributed to the cost and risk of being a Black business owner and the postwar struggle of Black businesses.



Higuera Street looking west toward the Wineman Hotel in the distance from the corner of Court Street, with the sign for the Mercantile Acceptance Company in the foreground. History Center of San Luis Obispo County.

When Wilbur's Club closed, Wilbur Owens had to fall back on working as a janitor. Had he been able to access White credit and banking, would Owens have been able to stay in business? It was in this historic context, not long after the closure of The Sister's Inn, that Frank and Alberta Bell purchased the grocery at the corner of Carmel and High Streets in 1966. And for that, in an apparent historic first, they received two bank loans.

6. Historic Significance of Tiny Mart: Frank W. and Alberta Bell

The overriding problem with historic preservation in minority histories is whether any physical legacy exists at all, given that minority neighborhoods often are (a) owned by other people and (b) targets for urban renewal. San Luis Obispo's first Black neighborhood was, earlier, its first Japanese neighborhood. The Japanese were initially legally prevented from owning the land. Shortly after they acquired it, they were interned. Other minorities moved in, but the new occupants were largely denied the mechanisms for ownership, such as bank mortgages.

Hence what was once Japantown and later a vibrant African American business hub is now a soulless strip mall, Jiffy Lube, and parking lot. The houses on the street behind it, where the business owners lived, has been targeted for demolition by the City Council and Community Development Department, this being White San Luis's notion of developing community. That any Black business has survived from the Great Migration period is somewhat astounding and in the case of Tiny Mart is due to the fact that it was in a White neighborhood and the owner of the business was given the means to buy the property.

Why this should have been so is unclear. Frank and Alberta Bell acquired the grocery store at the corner of Carmel and High Streets in 1966, two years before the Fair Housing Act, and at any rate, it wasn't a house but a business. But where Black businesswomen and businessmen fifteen and twenty years before could only access high-interest chattel mortgages for businesses whose premises they didn't own, the Bells, who had been sharecroppers in Texas, received a \$2,800 loan from Bank of America and another from Security First National. This is, in essence, the story of the dog that did not bark—or the banks that did not balk.

As a result, the Bells became the first Black grocery owners in San Luis Obispo, the first Black owners of a business whose premises they also owned, and the owners of the last Great Migration-era Black business whose premises have survived: distinctions that give the Bells and their property historic significance. As expressed by National Register criteria, they are not merely persons who are members of "an identifiable profession, class, or social or ethnic group" but persons who have "gained importance within his or her profession or group" through two firsts and one last. It would be good to remember the Great Migration era of San Luis Obispo's Black business community through the cluster of The Sister's Inn, Annabelle's Café, and Wilbur's Club, but the Tiny Mart is all that survives.

Frank and Alberta Bell took over Tiny Mart at about the same age that Juvenal and Wilhelmina Da Silva retired from running it—and the Bells ran the grocery for thirteen more years, till Frank was in his mid and Alberta in her early seventies. They were the first of its seven owners to run it well past retirement age, and this in itself suggests the disparity in White and Black economic circumstances.

From Waco to San Luis Obispo How did the Great Migration bring the Bells to San Luis Obispo, when they had lived and worked their whole lives on farms in rural McLennan and Falls Counties in Central Texas? In 1951 McLennan County condemned a tract of land along the Brazos River where Texas Light and Power Company wanted to build a steam electric plant. Among the 17 defendants were 13 members of the Harrison family (3 of whom had moved to Philadelphia, Evanston, and Kansas City) and 2 members of the

Barfield family—who from early censuses appear to have been among the rare Black families to have owned their farmland—and Frank and Alberta Bell, who appear to have bought their land since the 1940 census, when they were still renters.¹⁸

The all-White condemnation commission appointed by the White judge to appraise the tract presumably awarded the Bells enough to relocate. But the salient fact was one defendant, Viola Harrison Barrett, was listed as living in San Luis Obispo. Here was a contact in the Great Migration, just like the Azoreans who had ended up in San Luis and paved the way for others.

A Frank W. Bell was hired by the County Board of Supervisors in 1959 as a janitor in the Building Custodial Department.¹⁹ This is likely Frank Willie Bell. A Frank Bell is listed in city directories as working as a janitor at various locations in San Luis during the 1950s, living at a rural route box number. The Bells purchased Tiny Mart from a rural route address outside San Luis, continued to live there for the next five years, then lived on and retired to 498 Mitchell Drive. Once they purchased the Tiny Mart, both Frank and Alberta were listed in the directory, and he was scrupulous about using his middle initial.

The Bells owned Tiny Mart for a generation and then retired, having left their impression and memories on their contemporary Black and also White community for their personability and graciousness. Their sons Frank and Ralph became entrepreneurs in San Luis Obispo and Santa Maria. In the half century since the Bells owned Tiny Mart, the people who remember them have largely disappeared and may, if they were White, have had little notion of the Bells' struggle to get to San Luis Obispo and their groundbreaking achievement in buying Tiny Mart and moving, at last, up the social and economic ladder.

Since 1980, California in general and San Luis Obispo in particular have become decreasingly proportionately Black. It is crucial that we preserve the physical evidence of the era when the Great Migration was dramatically changing California, preserve the struggles and successes of those generations, so that future generations (which will certainly be decreasingly White) will have a means to know and understand. The rationale underlying historic preservation is that we tend to remember the stories of people by what we see and to forget the stories of people whose physical evidence has been obliterated. If one picture is worth a thousand words, one building, one site is worth ten thousand.

18. "Condemnation Panel Named," *Waco News-Tribune*, 5 May 1951.

19. "Supervisors' Proceedings, No. 46," *Arroyo Grande Valley Herald-Recorder*, 6 Feb. 1959.

7. Period of Significance and Integrity

Period of Significance The architectural period of significance for Tiny Mart stretches from its construction in 1926 through its use primarily as a corner grocery until 1979. The historical period for Tiny Mart covers its ownership by Frank and Alberta Bell, 1966–1979. During the Bells' period, it was covered with asbestos siding, which preserved the original novelty siding and the hand painted Eskimo Pie sign. The bulk of the exterior materials and workmanship represent the earlier period; the location, design, setting, feeling, and association, both periods.

Integrity

Location Tiny Mart remains in its original location at the corner of Carmel and High Streets.

Design Tiny Mart retains its character-defining features of



Obtuse angle of footprint and false front



Interior with wood ceiling, walls, and floor

- a footprint comprising three right and two obtuse angles to fit the corner formed by Carmel Street, oriented to the wind-driven Spanish map, and High Street, oriented to the later American compass map
- Western False Front shop facade
- multi-paned plate glass shop front window, not floor to ceiling, shaded by a fabric awning
- small louvered ventilation windows flanking the shop window
- hand-painted advertising sign

Windows were added to Tiny Mart's short south-facing and southwest-facing walls between 1951 and 1979 to provide light and ventilation. These additions occurred during the period of significance.



Tiny Mart in 1951 from the air and today from the ground. Shop front window is the same length, windows were added to south and southwest facades but during period of significance. The Eskimo Pie mural has not yet been painted in 1951. Reversible signage has been painted on. Reversible ventilation equipment has been added to the roof.

Since the period of significance, COR-TEN steel accents have been added to exterior window frames and corner boards but are reversible and do not appear to detract from the structure's ability to communicate its significance.



Reversible CORE-TEN accents on frames and corner boards

Louvered ventilation windows

Setting The bungalow neighborhood surrounding Tiny Mart is little changed since the grocery's construction in 1926. Tiny Mart's neighboring grocery-operator's cottage still

stands, as do the next two cottages also built by Skiles. The houses that Skiles built on or moved to the block on Carmel and Islay are also standing and little altered, adding further context to the grocery. The predominantly Craftsman and occasional Minimal Traditional houses visible in all directions date from the grocery's earliest period, including the Foursquare Church complex on the triangle formed by High, Islay, and Carmel Streets as a result of the meeting of the Spanish and American grids. Streets retain the same configurations and width. Only a series of two-story apartments on Leff Street, replacing previous two-story apartments, are recent visible though not particularly near additions.

Materials Tiny Mart retains its original "novelty siding" from 1926 and apparently its original front windows, as well as window frames. Its Eskimo Pie sign has been restored on three occasions with flaking paint replaced. Tiny Mart also retains its period wood slat ceiling and other interior wood appointments, visible from the street.

Workmanship The workmanship, as the materials, are original.

Feeling Tiny Mart functions now as a deli but retains the combination of interior and exterior physical features that evoke its historic purpose as a corner grocery. Customers and passersby feel they are going back in time (an impression intensified by Doobie Coates' collection of period advertising ephemera).

Association Though Frank and Alberta Bell operated the store when its novelty siding and Eskimo Pie sign had been covered by asbestos, and though the name of the business has changed, its Western False Front design with plate glass view to the tiny and cozy interior, prominent and eccentrically-shaped Spanish-American corner configuration, and low-built bungalow setting retain the association with the first Black grocery owners in San Luis Obispo and era of the Great Migration.

8. Conclusion

Tiny Mart is eligible for the Master List for its architectural representation of a social milieu and period, association with historically significant pioneer African American business owners, and high degree of integrity that communicates its significance. Tiny Mart slightly rights the prejudice in historic preservation toward the substantial monuments of White history. It is also a rare opportunity in San Luis Obispo's historic preservation to highlight local Black history to a new and receptive generation, where previous generations have demolished and continue to threaten the few physical landmarks of our minority histories by making them "non-conforming uses" to be "gradually phased out" in the name of profit and progress.



Zoning, or remove the property from historic listing if the structure on the property no longer meets eligibility criteria for listing, following the process for listing set forth herein.

14.01.070. Evaluation Criteria for Historic Resource Listing

When determining if a property should be designated as a listed Historic or Cultural Resource, the CHC and City Council shall consider this ordinance and State Historic Preservation Office (“SHPO”) standards. In order to be eligible for designation, the resource shall exhibit a high level of historic integrity, be at least fifty (50) years old (less than 50 if it can be demonstrated that enough time has passed to understand its historical importance) and satisfy at least one of the following criteria:

A. Architectural Criteria: Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.

(1) **Style:** Describes the form of a building, such as size, structural shape and details within that form (e.g. arrangement of windows and doors, ornamentation, etc.). Building style will be evaluated as a measure of:

- a. The relative purity of a traditional style;
- b. Rarity of existence at any time in the locale; and/or current rarity although the structure reflects a once popular style;
- c. Traditional, vernacular and/or eclectic influences that represent a particular social milieu and period of the community; and/or the uniqueness of hybrid styles and how these styles are put together.

(2) **Design:** Describes the architectural concept of a structure and the quality of artistic merit and craftsmanship of the individual parts. Reflects how well a particular style or combination of styles are expressed through compatibility and detailing of elements. Also, suggests degree to which the designer (e.g., carpenter-builder) accurately interpreted and conveyed the style(s). Building design will be evaluated as a measure of:

- a. Notable attractiveness with aesthetic appeal because of its artistic merit, details and craftsmanship (even if not necessarily unique);
- b. An expression of interesting details and eclecticism among carpenter-builders, although the craftsmanship and artistic quality may not be superior.

(3) **Architect:** Describes the professional (an individual or firm) directly responsible for the building design and plans of the structure. The architect will be evaluated as a reference to:

- a. A notable architect (e.g., Wright, Morgan), including architects who made significant contributions to the state or region, or an architect whose work influenced development of the city, state or nation.
- b. An architect who, in terms of craftsmanship, made significant contributions to San Luis Obispo (e.g., Abrahams who, according to local sources, designed the house at 810 Osos - Frank Avila's father's home - built between 1927 – 30).

B. Historic Criteria

(1) **History – Person:** Associated with the lives of persons important to local, California, or national history. Historic person will be evaluated as a measure of the degree to which a person or group was:

- a. Significant to the community as a public leader (e.g., mayor, congress member, etc.) or for his or her fame and outstanding recognition - locally, regionally, or nationally.
- b. Significant to the community as a public servant or person who made early, unique, or outstanding contributions to the community, important local affairs or institutions (e.g., council members, educators, medical professionals, clergymen, railroad officials).

(2) **History – Event:** Associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States. Historic event will be evaluated as a measure of:

- (i) A landmark, famous, or first-of-its-kind event for the city - regardless of whether the impact of the event spread beyond the city.
- (ii) A relatively unique, important or interesting contribution to the city (e.g., the Ah Louis Store as the center for Chinese-American cultural activities in early San Luis Obispo history).

(3) **History-Context:** Associated with and also a prime illustration of predominant patterns of political, social, economic, cultural, medical, educational, governmental, military, industrial, or religious history. Historic context will be evaluated as a measure of the degree to which it reflects:

- a. Early, first, or major patterns of local history, regardless of whether the historic effects go beyond the city level, that are intimately connected with the building (e.g., County Museum).
- b. Secondary patterns of local history, but closely associated with the building (e.g., Park Hotel).

C. Integrity: Authenticity of an historical resource’s physical identity evidenced by the survival of characteristics that existed during the resource’s period of significance. Integrity will be evaluated by a measure of:

(1) Whether or not a structure occupies its original site and/or whether or not the original foundation has been changed, if known.

(2) The degree to which the structure has maintained enough of its historic character or appearance to be recognizable as an historic resource and to convey the reason(s) for its significance.

(3) The degree to which the resource has retained its design, setting, materials, workmanship, feeling and association.

14.01.080 Historic District Designation, Purpose and Application

A. Historic (H) District designation. All properties within historic districts shall be designated by an “H” zoning. Properties zoned “H” shall be subject to the provisions and standards as provided in Ordinance 17.54 (Zoning) of the Municipal Code.

B. Purposes of Historic Districts. The purposes of historic districts and H zone designation are to:

(1) Implement cultural resource preservation policies of the General Plan, the preservation provisions of adopted area plans, the Historic Preservation and Archaeological Resource Preservation Program Guidelines, and

(2) Identify and preserve definable, unified geographical entities that possess a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development;

(3) Implement historic preservation provisions of adopted area and neighborhood improvement plans;

(4) Enhance and preserve the setting of historic resources so that surrounding land uses and structures do not detract from the historic or architectural integrity of designated historic resources and districts; and

(5) Promote the public understanding and appreciation of historic resources.

C. Eligibility for incentives. Properties zoned as Historic Preservation (H) shall be eligible for preservation incentive and benefit programs as established herein, in the Guidelines and other local, state and federal programs.



Department: Public Works
Cost Center: N/A
For Agenda of: 8/24/2021
Placement: Consent
Estimated Time: N/A

FROM: Matt Horn, Public Works Director
Prepared By: Natalie Whitworth, Engineering Inspector III

SUBJECT: JOB ORDER CONTRACT FOR STREETS AND SIDEWALK
MAINTENANCE 2021, SPECIFICATION NO. 1000199

RECOMMENDATION

1. Approve Special Provisions for Job Order Contract for Streets and Sidewalk Maintenance 2021 Specification No. 1000199; and,
2. Authorize staff to advertise for bids; and,
3. Authorize the City Manager to award the contract to the lowest responsive bidder.

DISCUSSION

Background

Job Order Contracting is an alternative bidding procedure that was approved by the voters and added to the City's Charter on November 5, 2002 (Attachment A). It provides for on-call infrastructure repair contracting. The Job Order Contract (JOC) provisions enable the City to perform construction projects for the repair, remodeling, or other repetitive work under a competitively bid unit price contract. This ensures the City gets a consistent price while speeding project delivery where detailed design is not required.

The City first implemented a JOC program shortly after the Charter amendment was approved by the voters. The Gordian Group was retained to develop the JOC program in which 160,000 pre-priced construction tasks were developed and the contractors bid a percentage mark-up. The City used this contract for about 2 years. The 2003 JOC lapsed in 2005.

Engineering staff revisited the JOC concept in 2011 and created a more focused specification targeting trench repairs needed after emergency pipeline repairs occur. Instead of bidding a JOC program which covers every imaginable type of work and essentially pays the contractor for each worker and each piece of equipment that is used to complete the work, a program was developed to bid the finished product. This methodology is consistent with other types of projects the City completes and has made it simpler for the contractors to prepare and submit proposals and streamlined delivery of work. In 2013, the JOC was expanded to include concrete repairs as additional funding was provided through the Financial Plan to increase the City's response to damaged areas.

Over the past two years, engineering staff has generated 65 Task Orders, totaling over \$950,000. This has proven to be an effective approach of handling pavement repairs and other maintenance work items. The Job Order Contract has been used to repair over 23,000 square feet of trench patches, 1,750 square feet of sidewalk and 225 lineal feet of curb and gutter, and to perform potholing at 250 locations to provide higher quality design work and reduce change orders.

The proposed Job Order Contract for Streets and Sidewalk Maintenance 2021 is modeled after the successful Maintenance Work JOC 2016 and 2019, and has been expanded even further to include other, easily identified maintenance work items. In addition to sidewalk and trench repairs, the new contract will continue to include the potholing of utilities to improve bid documents and reduce change orders, drainage inlet replacements to remove grated inlets for improved bicycle safety and flood protection, large scale replacement of signs to meet new reflectivity standards, and modification of tree well grates to improve pedestrian safety. The complete list of bid items can be seen on the bid form sheet located in the attached special provisions.

The current JOC is in its third year and was set to expire on June 30, 2022. The current contractor, D-Kal Engineering, has requested to be released early from the contract as the company will be closed due to owner retirement. To keep the JOC available to the City, the Special Provisions will need to be re-bid and awarded. The use of the JOC has demonstrated it is an important tool to greatly expedite delivery of routine, maintenance-related City funded construction projects that require minimal design plans. The JOC eliminates the need for multiple small contracts to complete minor, routine maintenance activities.

How the Job Order Contract is Managed and Monitored

When maintenance work covered under the JOC is needed, the repair cost is calculated based on the contract unit prices. Engineering staff creates a Task Order with the work scope identified and any location or special provision information provided to the contractor. The contractor then has the opportunity to ask questions or identify elements overlooked in the Task Order.

Once the contractor accepts the Task Order, it is authorized by the City Engineer for projects of \$45,000 or less, or by the City Engineer, Budget Manager, and City Manager for more costly projects as long as funding is available within approved budgets. Task Orders in excess of approved budget will come to the Council for approval. This process follows the updated City Purchasing Policy and the authorization limits set by the Council in Resolution No. 10621 (See Attachment B).

Policy Context

Job Order Contracting was authorized by Charter Amendment and Municipal Code 3.24.145. Purchasing Guidelines for Job Order Contracts were approved by Council via Resolution R-10621.

As part of our DEI efforts, the City will be reviewing language and specifications to make sure that they are inclusive and representative of all the persons, genders and identities that are involved in building and maintaining the City's infrastructure. This is a longer term project that will be undertaken when the City's DEI Manager is onboarded.

Public Engagement

Work covered by Job Order Contracting is funding by Capital project budgets included as part of past Financial Plans and the current 2021-23 Financial Plan. At time of budget adoption, the public was provided an opportunity to review and comment upon all capital project work.

CONCURRENCE

The Public Works and Utilities Departments concurs with the recommendation of this report.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review pursuant to Section 15301 Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines since it is a maintenance and replacement project of existing facilities. A Notice of Exemption has been filed with the Community Development Department.

FISCAL IMPACT

The award of the contract does not obligate any funds for construction. Once the contract has been executed, work will be scoped, and Task Orders issued for work budgeted and appropriated through the adoption of the City's Financial Plan. The funding sources for this work are primarily the Street Reconstruction and Resurfacing (R&R) Annual Asset Maintenance Account, Water Distribution System Improvement – Trench Repair Annual Asset Maintenance Account, Collection System Improvement Annual Asset Maintenance Account and the Sidewalk Repair Annual Asset Maintenance Account.

ALTERNATIVES

Deny authorization to advertise. The City Council may choose not to authorize the advertisement of the project. This is not recommended because the JOC program is a cost-effective way to get necessary maintenance work completed in a short period of time.

ATTACHMENTS

A – Job Order Contracting and Alternative Bidding Procedure

B – Resolution No. 10621 - Updated Purchasing Guidelines

C – Special Provisions



council agenda report

CITY OF SAN LUIS OBISPO

Meeting Date	4-15-03
Item Number	bus 6A

FROM: Michael D. McCluskey, Public Works Director
Bill Statler, Director of Finance *WS*
Jay D. Walter, City Engineer

SUBJECT: JOB ORDER CONTRACTING AND ALTERNATIVE BIDDING PROCEDURES

CAO RECOMMENDATION

Introduce an ordinance amending Chapter 3.24 of the Municipal Code to provide for the use of Job Order Contracting and Alternative Bidding Procedures for construction projects.

DISCUSSION

Background

The City's Mission Statement and the Council's budget and fiscal policies both strongly encourage enhancements in productivity, including changing cumbersome procedures.

In December 2001, the Director of Public Works authorized staff to research additional methods to accomplish construction projects. After a review of the existing Public Contract Code and inquiring of several cities and counties, we found two alternative methods that are in broad use throughout the state: Job Order Contracts (JOC) and the Uniform Public Construction Cost Accounting Act (Alternative Bidding Procedures), which offer added methods for cities to accomplish construction projects. They are particularly beneficial when focusing on smaller, repetitive-type projects that can be accomplished quickly without the need for the same formal plans and specifications that larger, more complex projects require. Based on the experience of other agencies (including Cal Poly and the County), these added methods could significantly enhance the Engineering Division's ability to deliver construction projects for the City faster and at a lower cost.

Charter Amendments. On May 7, 2002, the Council conceptually implementing the two alternative methods for construction project contracting; and on June 18, 2002, formally authorized placing a measure on the November 5, 2002 ballot to amend the City Charter to allow their use. The voters overwhelmingly approved Measure L-02 by 77%.

Current Policies and Procedures. The City's current purchasing policies and procedures governing construction projects are set forth in a number of documents, including the California Public Contract Code, City Charter, Municipal Code, Purchasing Resolution and Financial Management Manual. In addition to amending the Charter, the City now needs to amend the Municipal Code regarding formal bidding procedures (Article III of Chapter 3.24) in order to implement JOC and alternative bidding procedures. The City's Purchasing Resolution will also need to be amended and this is the subject of a companion agenda item.

Municipal Code Amendments

Only Article III of the City's purchasing ordinance (Chapter 3.24 of the Municipal Code), which addresses the City's formal bidding procedures, needs to be amended to implement JOC and alternative bidding procedures: all other provisions of the City's purchasing ordinance remain the same. The proposed revisions to Article III are highlighted in Exhibit A of the attached ordinance (the new text is shaded and the deleted text is ~~struck-through~~). The following summarizes the changes.

Job Order Contracting. As previously discussed with the Council, JOC allows the use of a fixed unit-price contract for indefinite quantity contracts for maintenance-type construction contracts. In preparing the specifications for this master contract, a detailed and comprehensive "Construction Task Catalog" with general specifications and a "baseline" cost is prepared for each specific task that is allowed to be performed under the master contract. The City then invites formal bids from general contractors, who will bid using a percentage adjustment factor (up or down) to be applied against the "baseline" unit prices in the bid document. The JOC award is then made to the contractor with the lowest adjustment factor.

Work is subsequently performed under the JOC by the use of individual Task Orders, which are specific proposals agreed to by the City and the contractor on a project-by-project basis using the fixed unit-prices specified in the master contract. The authority to approve Task Orders is set forth in the City's Purchasing Resolution. As discussed in the companion agenda item, we recommend that the City Engineer be authorized to approve JOC Task Orders up to \$25,000; and that CAO approval be required for all Task Orders in excess of this amount. Regardless of the amount, all Task Orders will be subject to the requirement that the amount be equal to or less than the budget amount specifically approved by the Council for each project. This will be verified through the rigorous "CAO Report" and purchase order process already in place for all purchases.

On December 17, 2002, the Council approved contracting with The Gordian Group to develop the extensive catalog and specifications needed to implement the JOC system. We plan to return to the Council for approval of these documents in June 2003. Once these are approved by the Council, with the addition of Section 3.24.145 in the attached Municipal Code amendment, we will be then be able to implement the JOC program in accordance with Charter requirements.

Alternative Bidding Procedures. Until the Charter amendment approved by the voters in November 2002, all City construction contracts were governed by a Charter provision adopted in 1955, which in turn referenced a State Public Contract Code dating to the 1930's. The affect of this was to limit the ability for City employees to do minor construction work (\$5,000 or less, including staff time, materials and equipment use), and to require formal bids for all construction work in excess of \$5,000. While these dollar limits made sense seventy years ago, they don't any longer.

The framers of the 1955 Charter tried to account for the passage of time by linking dollar limits to a specific section of the State Public Contract Code, rather than specifying a dollar amount in the Charter itself, under the reasonable assumption that over time, the State would amend the dollar amounts in the referenced code section. Unfortunately, the State never has. Instead, in 1985 it adopted "alternative bidding procedures" in a separate section of the Public Contract Code than the

one specified in the Charter. These “alternative bidding procedures” created the updated limits envisioned by the 1955 Charter framers by:

1. Allowing the use of “force account” (City staff and materials) for projects of \$25,000 or less.
2. “Open market” soliciting of bids by phone, fax or letter for projects of \$25,000 or less.
3. Direct solicitation of formal bids from qualified contactors (with notice to construction trade journals) for projects of \$25,000 to \$100,000.

In exchange for easing the requirements for lower-value projects, the alternative procedures increase them for projects costing more than \$100,000: published notice 14 days before bids are due is required (versus the current 10-day requirement); and mailed notice to trade journals 30 days before the bids are due is required (which isn’t currently required at all).

With approval of the Charter amendment, the City can now use these “alternative bidding procedures.” The changes and additions to Sections 3.24.150, 180, 185 and 187 of the proposed amendment are to implement the alternative procedures in accordance with Charter requirements.

Proposed Purchasing Guidelines Update

A companion staff report titled “Purchasing Guidelines Update” gives an overview of the City’s current purchasing system and outlines the proposed resolution changes also needed to implement JOC and the alternative bidding procedures, and integrate these changes into the City’s overall purchasing system.

CONCURRENCES

In addition to the Council’s action to authorize a ballot measure to amend the Charter, the SLO County Builders Exchange supported the City’s adoption of both alternative methods.

FISCAL IMPACT

There are no direct fiscal impacts in adopting the proposed update to the City’s Municipal Code. However, there will be indirect cost savings through improved organizational effectiveness and productivity by implementing these procedures.

ALTERNATIVES

Take No Action. Without these changes to the Municipal Code, the City cannot take advantage of the productivity improvements now envisioned in the City Charter.

ATTACHMENT

Ordinance amending Article III of Chapter 3.24 of the Municipal Code.

ORDINANCE NO. (2003 Series)

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN LUIS OBISPO
AMENDING CHAPTER 3.24, ARTICLE III OF THE MUNICIPAL CODE
TO PROVIDE FOR THE USE OF JOB ORDER CONTRACTING AND
ALTERNATIVE BIDDING PROCEDURES FOR PUBLIC CONSTRUCTION PROJECTS

WHEREAS, the citizens of San Luis Obispo approved Measure L-02 on November 5, 2002, which amended the City Charter to authorize the use of job order contracting for maintenance-related projects as provided under Section 20128.5 of the Public Contract Code and alternative bidding procedures as provided under Section 22000 of the Public Contract Code ("Uniform Public Construction Cost Accounting Act") for public construction projects; and

WHEREAS, Section 901 (E) and (F) of the City Charter states that the Council shall establish by ordinance guidelines for the use of such contracts and procedures.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of San Luis Obispo as follows:

SECTION 1. Article III of Chapter 3.24 of the Municipal Code of the City of San Luis Obispo is hereby amended as set forth in Exhibit A.

SECTION 2. A summary of this ordinance, approved by the City Attorney, together with the names of the Council members voting for and against it, shall be published at least five days prior to its final passage, in The Tribune, a newspaper published and circulated in this City. This ordinance will go into on effect at the expiration of thirty (30) days after its final passage.

INTRODUCED on April 15, 2003 AND FINALLY ADOPTED by the Council of the City of San Luis Obispo on _____, 2003 on the following roll call vote:

AYES:
NOES:
ABSENT:

David F. Romero, Mayor

ATTEST:

Lee Price, City Clerk

APPROVED AS TO FORM:



Gilbert A. Trujillo, Interim City Attorney

AMENDMENT TO FORMAL CONTRACT PROCEDURES

Chapter 3.24 of the Municipal Code ARTICLE III. FORMAL CONTRACT PROCEDURE

3.24.140 Requirements for purchase.

Except as otherwise provided in this chapter, purchases and contracts for supplies, services, equipment and construction projects ~~public works not controlled by the Charter~~, which are equal to or in excess of the bid requirement amount specified by council resolution, shall be by written contract with the lowest responsible bidder pursuant to the procedures prescribed in this article.

3.24.145 Job order contracting.

As provided in Section 901 (E) of the Charter, the city may perform maintenance-related construction projects for repair, remodeling or other repetitive work under a unit-price contract for all necessary labor, materials and equipment, subject to the following conditions:

A. Such contracts are secured on a competitive basis in accordance with the procedures set forth in this Article;

B. No new construction will be performed under such contracts;

C. The specifications for such contracts provide for unit-price terms for all work that will typically be performed under individual Task Orders;

D. The specifications for such contracts establish any limits on the amount of individual Task Orders to be issued under the contract; or on any minimum or maximum cumulative amounts of Task Orders to be issued under the contract;

E. The council will specify limits on the authority to approve individual Task Orders by resolution.

3.24.150 Bids - Notice of invitation and submission.

A. Notices inviting bids shall include, but not be limited to, the following:

1. A general description of the item(s) or service(s) to be purchased, or the public work to be constructed or improved;
2. The location where bid blanks and specifications may be secured;
3. The time and place assigned for the opening of sealed bids;
4. The type and character of bidder's security required, if any; and
5. The location and deadline for submission of bids.

B. Notices inviting bids shall be ~~published~~ made as follows:

1. For supplies, services and equipment, notices inviting bids shall be published at least once in the official newspaper of the city, with the first publication occurring at least ten calendar days before the date of opening the bids.

AMENDMENT TO FORMAL CONTRACT PROCEDURES

2. For construction projects below an amount specified by council resolution, notices inviting bids shall be mailed to a list of qualified contractors, identified according to categories of work, at least ten calendar days before the bids are due. The City Engineer is responsible for developing and maintaining this list based on the criteria determined by the California Uniform Construction Cost Accounting Commission (hereinafter referred to as Commission in this Chapter). Notices shall also be mailed within ten calendar days before the bids are due to all construction trade journals as required by the Commission. If the city does not have a list of qualified contractors for the particular type of work to be performed, notices inviting bids will only be sent to the construction trade journals as required by the Commission. If the product or service is proprietary in nature and can only be obtained from a certain contractor or contractors, notices inviting bids will only be mailed to such contractor or contractors.

3. For construction projects above an amount specified by council resolution, notices inviting bids distinctly describing the project be published at least once in the official newspaper of the city, with the first publication occurring at least fourteen calendar days before the date of opening the bids. Notices inviting bids distinctly describing the project shall also be mailed at least thirty calendar days before the date of opening bids to all construction trade journals as required by the Commission.

4. The city may also give such other notice as it deems appropriate.

C. Sealed bids shall be identified as bids on the envelopes and shall be submitted to the purchasing authority.

3.24.160 Bids - Security requirement.

Bidder's security may be required when deemed necessary by the purchasing authority. Bidders shall be entitled to return of bid security. However, a successful bidder shall forfeit his bid security upon refusal or failure to execute a contract within fifteen days after notice of award of that contract, unless the city is responsible for the delay. The contract may be awarded to the next lowest responsible bidder upon the refusal or failure of the successful bidder to execute the contract within the time herein prescribed.

3.24.170 Bids - Opening and retention.

Sealed bids shall be opened in public at the time and place stated in the notice inviting bids. A tabulation of all bids received shall be made available for public inspection until the award of a contract. All bids shall be retained on file for a period of not less than two years.

3.24.180 Bids - Rejection.

The purchasing authority may reject:

A. Any bid that fails to meet the bidding requirements in any respect; or

B. All bids, for any reason whatsoever, and may readvertise for new bids or abandon the purchase.

AMENDMENT TO FORMAL CONTRACT PROCEDURES

C. In the case of construction projects, the council may, by passage of a resolution by a four-fifths vote, declare that the project can be performed more economically by employees of the city and may have the project done by force account.

3.24.185 Bids – None received.

If no bids are received, the purchase may be made through negotiated contract or other process approved by the purchasing authority, including, in the case of construction projects, performing the work by employees of the city by force account.

3.24.187 Bids for construction projects – In excess of limit.

In the event that all bids received for a construction project are more than the maximum allowed under Section 22034(f) of Public Contract Code, and bids were invited pursuant to the provisions of Section 3.24.150(B.2), the Council may, by adoption of a resolution by four-fifths vote, award the contract, in an amount not to exceed the maximum set forth in Section 22034(f) of Public Contract Code, to the lowest responsible bidder, if it determines that the cost estimate was reasonable. Otherwise, the bids shall be rejected; and if the agency decides to go forward with the project, shall be re-bid in accordance with the procedures set forth in Section 3.24.150(B.3).

3.24.190 Contract award.

Subject to the prior approval of the city administrative officer, contracts shall be awarded by the purchasing authority to the lowest responsible bidder, except as follows:

A. If, at the time of bid opening, two or more bids received are for the same total amount or unit price, quality and service being equal, and if in the discretion of the purchasing authority the public interest will not permit the delay of readvertising for bids, then the purchasing authority may accept the one she or he chooses or the lowest bid obtained through subsequent negotiation with the tie bidders.

B. Sellers, vendors, suppliers and contractors who maintain places of business located within the limit of the city shall be given preference if quality, price, service and all other factors are equal.

3.24.200 Requiring bond of successful bidder.

The purchasing authority may require as a condition to executing a contract on behalf of the city, a performance bond or a labor and material bond, or both, in such amounts as the purchasing authority shall determine appropriate to protect the best interests of the city. The form and amounts of such bond(s) shall be described in the notice inviting bids.

3.24.210 Determination of lowest responsible bidder.

In addition to the bid or quotation price, criteria for determining the lowest responsible bid or quotation, for the purposes of the Charter and this chapter, shall include, but not be limited to, the following:

A. The character, integrity, reputation, judgment, experience and efficiency of the bidder (this may include an analysis of previous work performed for the city);

AMENDMENT TO FORMAL CONTRACT PROCEDURES

B. The ability of the bidder to perform the contract, or provide the supplies, equipment or services required, within the time specified, without delay or interference;

C. The ability of the bidder to provide future maintenance, repair parts and replacement of purchased equipment or supplies;

D. Compliance by the bidder with federal acts, executive orders and state statutes governing nondiscrimination in employment; and

E. The results of any evaluation relating performance and price, such as testing, life-cycle costing, and analysis of service, maintenance and technical data.

RESOLUTION NO. 10621 (2015 Series)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS
OBISPO, CALIFORNIA, UPDATING PURCHASING GUIDELINES**

WHEREAS, in the course of conducting City operations it is necessary to purchase a broad range of goods and services; and

WHEREAS, the Council has adopted purchasing policies and procedures set forth in Chapter 3.24 of the Municipal Code that require the Council to specify by resolution the dollar amount of purchases and contracts requiring the use of either open market or formal bidding procedures, and the level of authority required to authorize invitations for bids (requests for proposals), award contracts or approve Job Order Contract Task Orders; and

WHEREAS, the Council adopted Resolution No. 9444 (2003 Series) and Ordinance No. 1435 (2003 Series) electing to become subject to the Public Contract Code and Uniform Public Construction Cost Accounting Act, which allows alternative bidding procedures and job order contracting; and

WHEREAS, adopted budget policies in the *Productivity* section call for analyzing system and procedures to identify and remove unnecessary review requirements; and

WHEREAS, on December 16, 2014 Council amended the *Productivity* section of the City budget policies to include "Maintaining City purchasing policies and procedures that are as efficient and effective as possible"; and

WHEREAS, the subject changes to the Purchasing Guidelines will streamline the purchasing process for public projects and consultant services – while maintaining appropriate checks and balances – thereby making delivery of services to the community more expedient and efficient; and

WHEREAS, the City analyzed several benchmark cities' purchasing procedures, and the subject changes are consistent and keep pace with the current market.

NOW, THEREFORE, BE IT RESOLVED by the San Luis Obispo City Council that:

1. Resolution No. 9444 (2003) is hereby rescinded and the updated purchasing guidelines set forth in Exhibit A are hereby adopted.
2. The updated Construction Change Order policy set forth in Exhibit B is hereby adopted.


Upon motion of Vice Mayor Ashbaugh, seconded by Council Member Christianson, and on the following roll call vote:

AYES: Council Members Carpenter, Christianson and Rivoire,
Vice Mayor Ashbaugh and Mayor Marx
NOES: None
ABSENT: None


The foregoing resolution was adopted this 2nd day of June 2015.


Mayor Jan Marx


ATTEST:


Anthony J. Mejia, MMC
City Clerk

APPROVED AS TO FORM:


J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, this 15th day of June, 2015.


Anthony J. Mejia, MMC
City Clerk

Section 295**PURCHASING GUIDELINES**

In accordance with the policy framework set forth in Chapter 3.24 of the municipal code, City purchases and contracts (including those for rentals and leases, but excluding those for real property) will be made pursuant to these guidelines. Applicable competitive bidding categories, authorization limits or contract award procedures will be based on unit cost, total purchase cost for consolidated bid items or fiscal year aggregates in the case of blanket purchase orders or similar ongoing purchasing arrangements. Staging of purchases in order to avoid these competitive bidding procedures or authorization limits is prohibited.

GENERAL PURCHASES

Purchases and contracts for supplies, equipment, operating or maintenance services will be made pursuant to the following guidelines:

- A. **Over-the-Counter.** Purchases with cumulative costs of less than \$7,500 may be authorized by the Department Head. Although no specific purchasing requirements are established for this level of purchase, competitive bidding should be used whenever practical.
- B. **Open Market.** Purchases with cumulative costs between \$7,500 and \$25,000 may be authorized by the Director of Finance & Information Technology (or designee) pursuant to the open market bidding procedures established in Chapter 3.24 (Article II) of the municipal code. A bid summary shall be submitted to the Finance Department.
- C. **Formal Bids or Proposals.** Purchases with cumulative costs in excess of \$25,000 will be made pursuant to the formal bidding requirements established in Chapter 3.24 (Article III) of the municipal code. Authority to approve specifications, invite bids or request proposals and award contracts will be as follows:
 - 1. For purchases with an approved budget and a cumulative cost estimate of \$100,000 or less, the Purchasing Authority (City Manager/Designee) is authorized to invite bids or request proposals, approve specifications and award the contract.
 - 2. For purchases with cumulative costs in excess of \$100,000, Council approval of the specifications and authorization to invite bids or request proposals is required. The Council may authorize the Purchasing Authority to award the contract if the selected bid or proposal is less than or equal to the Council-approved cost estimate and there are no substantive changes to the specifications. Otherwise, Council award of the contract is required.

PUBLIC PROJECTS

Contracts for public projects are governed by the Public Contract Code including the Uniform Public Construction Cost Accounting Act (Section 22000), which allows alternative bidding procedures and job order contracting (Council Ord. 1435, 2003).

- A. **Over-the-Counter.** Public projects with cumulative costs of less than \$7,500 may be authorized by the Department Head. Although no specific purchasing requirements are established for this level of purchase, competitive bidding should be used whenever practical.

Purchasing Guidelines

- B. **Open Market.** Public projects with cumulative costs of \$45,000 or less may be authorized by the Director of Finance & Information Technology (or designee) pursuant to the open market bidding procedures established in Chapter 3.24 (Article II) of the municipal code. A bid summary shall be submitted to the Finance Department.
- C. **Informal Bidding.** Public projects with cumulative costs of \$100,000 or less may be let to contract by the Purchasing Authority pursuant to informal bidding procedures as set forth in the Public Contract Code and Chapter 3.24.150.B2 of the municipal code.
- D. **Formal Bids or Proposals.** Public projects with cumulative costs of more than \$100,000 shall be let to contract by the Council pursuant to formal bidding procedure as set forth in the Public Contract Code and Chapter 3.24.150.B3 of the municipal code.

Job Order Contracts. Under the Job Order Contract provisions of Chapter 3.24.145 of the municipal code for maintenance-related construction projects, individual Task Orders with cumulative costs up to \$45,000 may be approved by the City Engineer. Individual Task Orders with cumulative costs in excess of \$45,000 require approval by the Purchasing Authority.

CONSULTANT SERVICES

Contracts for consultant services will be awarded pursuant to the following guidelines.

- A. Contracts for consultant services estimated to cost less than \$7,500 cumulatively may be awarded by the Department Head. Although no specific purchasing requirements are established for this level of contract, proposals should be solicited whenever practical.
- B. Contracts for consulting services estimated to cost between \$7,500 and \$50,000 cumulatively may be awarded by the Purchasing Authority. Proposals from at least three consultants shall be solicited and a summary submitted.
- C. Contracts for consultant services estimated to cost more than \$50,000 cumulatively will generally be awarded pursuant to the following guidelines; however, it is recognized that the City's need for consultant services will vary from situation to situation, and accordingly, flexibility will be provided in determining the appropriate evaluation and selection process to be used in each specific circumstance.
 - 1. The Council should generally approve request for proposal (RFP) documents before they are issued. The Council may authorize the Purchasing Authority to award the contract if it is less than or equal to the Council-approved cost estimate and there are no substantive changes to the approved workscope. Otherwise, Council award of the contract is required.
 - 2. In the event that the timely evaluation and selection of a consultant precludes Council approval of the RFP before it is issued, the RFP may be approved and distributed by the Purchasing Authority; however, award of the contract will be made by the Council.
 - 3. Cost will not be the sole criterion in selecting the successful bidder. Consultant proposals will be evaluated based on a combination of factors that result in the best value to the City, including but not limited to:

Purchasing Guidelines

- a. Understanding of the work required by the City
 - b. Quality and responsiveness of the proposal
 - c. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City
 - d. Recent experience in successfully performing similar services
 - e. Proposed methodology for completing the work
 - f. References
 - g. Background and related experience of the specific individuals to be assigned to the project
 - h. Proposed compensation
4. If it is determined that it is in the best interest of the City for services to be provided by a specific consultant—with contract terms, workscope and compensation to be determined based on direct negotiations—contract award will be made by the Council.

Adopted by the Council on September 4, 2007, Resolution No. 9926, and amended by Council on June 2, 2015, Resolution No. 10621.

Section 225**CONSTRUCTION CONTRACT CHANGE ORDERS****OVERVIEW**

When the City awards a construction contract, the need for contract change orders (CCO's) is not unusual. CCO's are required whenever the scope of work changes from that in the original contract or an unknown condition of the site requires a change in the scope of work. Usually a contingency amount is established when the project budget is finalized upon contract award to accommodate limited CCO's. The purpose of this policy is to establish limits of authority for approving construction project CCO's.

GOALS

1. Ensure appropriate authority and accountability in the approval of change orders.
2. Minimize the time needed to approve a CCO in order to avoid project delays.
3. Establish a system under which the organizational level at which approval is given is commensurate with the size of CCO and size of project.
4. Eliminate the potential for approval of a CCO when contingency funds are insufficient.

POLICIES**Conditions for Approval of CCO's by Staff**

1. Sufficient contingency funds are budgeted and available in order for the Public Works Director or City Manager (approved designees) to approve a CCO.
2. The nature of work in the CCO is not significantly different from that in the contract.
3. Authorization limits are based on an individual CCO amount, not the aggregate amount of all CCO's.
4. Authorization limits apply to CCO's for increases in contract amounts only.
5. When the aggregate amount of CCO's reaches 75% of the contingency, the awarding authority shall be informed of the status of the project and the sufficiency of funding to complete the project.
6. Work will not be broken up into multiple CCO's in order to circumvent this policy.
7. All CCO's must be in writing and approved by the appropriate contract parties consistent with the authorized limits established in this policy.

Construction Change Orders

8. A copy of each approved CCO will be transmitted promptly to the Finance Division.
9. The Purchasing Authority may grant approval of CCO's in excess of \$100,000 under the following circumstances (all three factors must be present):
 - a. Immediate approval of the CCO is necessary to avoid delay.
 - b. The CCO is an integral and mandatory component of the project.
 - c. The costs associated with delay of the project would be excessive.

The Project Manager is responsible for carrying out this policy.

10. The Purchasing Authority is also authorized to approve CCO's in excess of \$100,000 related to Job Order Contract Task Orders.

Authorization Limits

- | | |
|---|------------------------------------|
| 1. Public Works Director/ Designee | Not to exceed \$45,000 |
| 2. Purchasing Authority (City Manager/Designee) | Not to exceed \$100,000 |
| 3. City Council* | Greater than contract or \$100,000 |

* See circumstances above where the City Manager may approve CCO's in excess of \$100,000.

Originally Approved by the Council on August 3, 1993; Revised by the Council on April 15, 2003 and June 2, 2015

SPECIAL PROVISIONS

FOR

CITY OF SAN LUIS OBISPO

Job Order Contract for Streets and Sidewalk Maintenance 2021

Specification No. 1000199

August 2021



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**919 Palm Street
San Luis Obispo, CA 93401
(805) 781-7200**

Job Order Contact for Streets and Sidewalk Maintenance 2021

Specification No. 1000199

Approval Date: 8/17/2021



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**NOTICE TO BIDDERS
BID SUBMISSION**

Sealed bids will be received by the City of San Luis Obispo at the Public Works Administration Office located at 919 Palm Street, San Luis Obispo, California 93401, until

2:00 p.m. on September 16, 2021

at which time they will be publicly opened and read aloud. Public bid opening may be accessed via Microsoft Teams video conference and conference call. In person attendance will be permitted. Attendees are encouraged to wear and practice social distancing. Use the following link:

XXXXXXXXX – Team Link

or join by phone with this number: XXXXXXXXXXXXX

Submit bid in a sealed envelope plainly marked:

**Job Order Contract for Streets and Sidewalk Maintenance 2021,
Specification No. 1000199**

Any bid received after the time and date specified will not be considered and will be returned to the bidder unopened. Bids received by Fax or Email will not be considered.

By submission of bid you agree to comply with all instruction and requirements in this notice and the contract documents.

All bids must be submitted on the Bid Item List form(s) provided and submitted with all other Bid Forms included in these Special Provisions.

Each bid must be accompanied by either a:

1. certified check
2. cashier's check
3. bidder's bond

made payable to the City of San Luis Obispo for an amount equal to ten percent of the bid amount as a guaranty. Guaranty will be forfeited to the City San Luis Obispo if the bidder, to whom the contract is awarded, fails to enter into the contract.

The City of San Luis Obispo reserves the right to accept or reject any or all bids or waive any informality in a bid.

All bids are to be compared based on the City Engineer's estimate of the quantities of work to be done, as shown on the Bid Item List.

NOTICE TO BIDDERS

Bids will only be accepted from bidders that are licensed in compliance with the provisions of Chapter 9, Division III of Business and Professions Code.

The award of the contract, if awarded, will be to the lowest responsive bid submitted by a responsible contractor whose bid complies with the requirements prescribed. If the contract is awarded, the contract will be awarded within 60 calendar days after the opening of the bids.

Failure to raise defects in the notice to bidders or bid forms prior to bid opening constitute a waiver of those defects.

BID DOCUMENTS

A copy of the plans and special provisions may be downloaded, free of charge, from the City's website at:

www.slocity.org/government/department-directory/public-works/public-works-bids-proposals

No printed copies are available for purchase at the City office.

Standard Specifications and Engineering Standards referenced in the Special Provisions may be downloaded, free of charge, from the City's website at:

www.slocity.org/government/department-directory/public-works/documents-online/construction-documents

You are responsible to obtain all issued addenda prior to bid opening. Addenda will be available to download at the City's website listed above or at the office of the City Engineer.

Contact the project manager, Natalie Whitworth at (805) 783-7738 or the Public Works Department at (805) 781-7200 prior to bid opening to verify the number of addenda issued.

You are responsible to verify your contact information is correct on the plan holders list located on the City's website at:

www.slocity.org/government/department-directory/public-works/public-works-bids-proposals.

PROJECT INFORMATION

In general, the project consists of repairing utility trenches, roadway failures, damaged concrete, and completing other minor maintenance work on an as needed basis.

NOTICE TO BIDDERS

The project estimated construction cost is \$850,000.

Contract time is established as 36 months.

The fixed liquidated damages amount is established at \$500 per day for failure to complete the work within the contract time.

In compliance with section 1773 of the Labor Code, the State of California Department of Industrial Relations has established prevailing hourly wage rates for each type of workman. Current wage rates may be obtained from the Division of Labor at:

<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

QUALIFICATIONS

You must possess a valid Class "A" Contractor's License at the time of the bid opening.

You and any subcontractors required to pay prevailing wage must be registered with the Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

You must have experience constructing projects similar to the work specified for this project. Provide three similar reference projects completed as either the prime or subcontractor. All referenced projects must have been completed within the last five years from this project's bid opening date.

One of the three reference projects must have been completed under contract with a city, county, state or federal government agency as the prime contractor.

All referenced projects must be for street construction, paving, trench repair work (including open trench utility work), and minor concrete work (including the replacement of curb ramps).

Failure to provide reference projects as specified in this section and as required on the qualification form is cause to reject a bid as being non-responsive.

The City reserves the right to reject any bid based on non-responsiveness if a bidder fails to provide a bid that complies with all bidding instructions.

The City reserves the right to reject a responsive bid based on the non-responsibility of the bidder if the Director of Public Works or Designee finds, after providing notice and a hearing to the bidder, that the bidder lacks the

1. knowledge

NOTICE TO BIDDERS

2. experience,
3. or is otherwise not responsible

as defined in Section 3.24 of the San Luis Obispo Municipal Code to complete the project in the best interest of the City.

Rejected bidders may appeal this determination. Appeal must comply with the requirements in this Notice to Bidders.

It is the City of San Luis Obispo's intent to award the contract to the lowest responsive bid submitted by a responsible bidder. If in the bidder's opinion the contract has been or may be improperly awarded, the bidder may protest the contract award.

Protests must be filed no later than five working days after either:

1. bid opening date
2. notification of rejected bid.

Protest must be in writing and received by the project manager located at:
919 Palm Street
San Luis Obispo, CA 93401.

Valid protests must contain the following information:

1. the reasons for the protest
2. any supporting documentation
3. the ruling expected by the City to remedy the protest.

Any protest not containing all required information will be deemed invalid and rejected.

The City will consider additional documentation or other supporting information regarding the protest if submitted in compliance to the specified time limits. Anything submitted after the specified time limit will be rejected and not be considered.

The Director of Public Works or Designee may request additional information to be submitted within three days of the request, unless otherwise specified, and will notify the protester of ruling within ten days of determination.

If the protester is not satisfied with ruling, the protester may appeal the ruling to the City Council in compliance with Chapter 1.20 of the City of San Luis Obispo Municipal Code.

Pursuant to the Public Records Act (Government Code, § 6250, et seq.), the City will make public records available upon request.

AWARD

The lowest bidder will be determined using the BID TOTAL based on the quantities supplied by the City and the bidder's unit price.

NOTICE TO BIDDERS

As a condition to executing a contract with the City, two bonds each equal to one hundred percent of the total contract price are required in compliance with Section 3-1.05 of the Standard Specifications.

You may substitute securities for moneys withheld under the contract in compliance with the provisions of the Public Contract Code, Section 10263.

ACCOMMODATION

If any accommodations are needed to participate in the bid process, please contact Argelia Chang at (805) 781-7200 or by Telecommunications Device for the Deaf at (805) 781-7107. Requests should be made as early as possible in the bidding process to allow time for accommodation.

BID FORMS

All bid forms must be completed and submitted with your bid. Failure to submit these forms and required bid bond is cause to reject the bid as nonresponsive. Staple all bid forms together.

THE UNDERSIGNED, agrees that they have carefully examined:

1. the location of the proposed work
2. the plans and specifications
3. read the accompanying instructions to bidders

and propose to furnish all:

4. materials
5. labor

to complete all the required work satisfactorily in compliance with

6. plans
7. specifications
8. special provisions

for the prices set forth in the bid item list:

BID ITEM LIST FOR JOB ORDER CONTRACT FOR STREETS AND SIDEWALK MAINTENANCE 2021, SPECIFICATION NO. 1000199

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	15, 42, 77	Edge Grind	SQFT	500		
2	39, 77	1.75" Thin Maintenance Overlay	SQFT	500		
3	39, 77	2" AC Grind & AC Overlay – ½" Aggregate Grading	SQFT	200		
4	39, 77	6" AC Pavement – Excavation & Restoration	SQFT	8,000		
5	39, 77	10" AC Pavement – Excavation & Restoration	SQFT	3,000		
6	77	8" PCC with 3" max AC Cap – Excavation & Restoration	SQFT	1,800		
7	26, 77	Class II Aggregate	TON	50		
8	26, 77	Trench Backfill Sand	TON	50		
9	39	AC Dike – Caltrans A87B	LF	220		
10	39, 77	Pavement Reinforcing Fabric	SQYD	10		
11	37	Fog Seal	SQYD	20		
12	84	Pavement Marking – Caltrans A24	SQFT	100		
13	84	12-inch White Limit Line	LF	50		
14	84	Traffic Stripe – Caltrans A20A Detail 1	LF	50		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
15	84	Traffic Stripe – Caltrans A20A Detail 2	LF	50		
16	84	Traffic Stripe – Caltrans A20A Detail 8	LF	50		
17	84	Traffic Stripe – Caltrans A20A Detail 9	LF	50		
18	84	Traffic Stripe – Caltrans A20A Detail 22	LF	50		
19	84	Traffic Stripe – Caltrans A20B Detail 29	LF	50		
20	84	Traffic Stripe – Caltrans A20D Detail 38	LF	50		
21	84	Traffic Stripe – Caltrans A20D Detail 39	LF	50		
22	84	Traffic Stripe – Caltrans A20D Detail 39A	LF	50		
23	84	Reflective Pavement Marker – All types	EA	5		
24	84	Hi-Vis Crosswalk – Std. 7350	LF	20		
25	84	Bike Lane Buffer	LF	50		
26	84	Green Bike Lane Coating – Std. 7360	SQFT	250		
27	15	Remove Traffic Stripe	LF	100		
28	15	Remove Pavement Marking	SQFT	100		
29	73	Remove & Replace Sidewalk – Std. 4110 (Area – Under 60 SQFT)	SQFT	60		
30	73	Remove & Replace Sidewalk – Std. 4110 (Area – 60 to 180 SQFT)	SQFT	180		
31	73	Remove & Replace Sidewalk – Std. 4110 (Area – Over 180 SQFT)	SQFT	200		
32	73	Remove & Replace Boardwalk with Concrete Pavers – Std. 4150 (Area Under 60 SQFT)	SQFT	60		
33	73	Remove & Replace Boardwalk with Concrete Pavers – Std. 4150 (Area – 60 to 180 SQFT)	SQFT	180		
34	73	Remove & Replace Boardwalk with Concrete Pavers – STD. 4150 (Area – Over 180 SQFT)	SQFT	200		
35	73	Remove & Replace Curb and Gutter – Std. 4030	LF	80		
36	73	Remove & Replace Curb Ramp – Std. 4440	SQFT	1,500		
37	73	Remove & Replace Cross Gutter – Std. 4310	SQFT	10		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
38	73	Remove & Replace Driveway Ramp – Std. 2110, 2111, 2115, 2116	SQFT	400		
39	73-4	Mission Style PCC Coloring and Salt Finish	SQFT	300		
40	73-4	Mission Style Tile Installation - Std. 4220	LF	20		
41	73-4	Single Mission Style Tile Installation – Std. 4220	EA	100		
42	73	Replace Truncated Domes – Std. 4440	SQFT	50		
43	73, 84	Repaint Curb	LF	100		
44	73	Furnish & Install Metal Post – Std. 7210	EA	5		
45	73	Furnish & Install Metal Post – Std. 7215	EA	5		
46	15, 56	Furnish & Install Sign	EA	5		
47	15	Reconstruct Guardrail – Caltrans A77A1	LF	10		
48	73	Furnish & Install Tree Well – Std. 8130, 4' x 4'	EA	1		
49	73	Furnish & Install Tree Well – Std. 8130, 5' x 5'	EA	1		
50	73	Furnish & Install Tree Well – Std. 8130, 6' x 6'	EA	1		
51	15	Enlarge Tree Grate Opening	EA	20		
52	13, 77	Furnish & Install Stormwater Trash Catchment Device	EA	10		
53	51, 77	Catch basin – Std. 3350	EA	1		
54	51, 77	Catch basin – Std. 3355	EA	1		
55	51, 77	Catch basin – Std. 3355A	EA	1		
56	51, 77	Catch basin – Std. 3360	EA	1		
57	15	Adjust Utility Cover – Std. 6040	EA	25		
58	15, 77	Manhole Frame & Cover Replacement – Std. 6040	EA	12		
59	15, 77	Manhole Replacement – Std. 3530 or 6610	EA	1		
60	77	Manhole Coating	LF	10		
61	77	Construct Well / Cleanout – G5 – Std. 6710	EA	3		
62	77	Potholing (Depth – 0' to Under 4')	EA	20		
63	77	Potholing (Depth – 4' to Under 8')	EA	15		
64	77	Potholing (Depth – 8' and Over)	EA	15		
65	77	Pipe Excavation & Restoration (Depth - 0' to Under 2.5')	LF	20		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
66	77	Pipe Excavation & Restoration (Depth - 2.5' to Under 8.5') Shoring Required	LF	20		
67	77	Pipe Excavation & Restoration (Depth – 8.5' and Over) Shoring Required	LF	20		
68	12	Traffic Control – Eng. Std. Appendix G – Figure A	HR	40		
69	12	Traffic Control – Eng. Std. Appendix G – Figure B	HR	70		
70	12	Traffic Control – Eng. Std. Appendix G – Figure C	HR	10		
71	12	Traffic Control – Eng. Std. Appendix G – Figure D	HR	30		
72	12	Traffic Control – Eng. Std. Appendix G – Figure E	HR	90		
73	12	Traffic Control – Eng. Std. Appendix G – Figure F	HR	10		
74	12	Traffic Control – Eng. Std. Appendix G – Figure G	HR	20		
75	12	Traffic Control – Eng. Std. Appendix G – Figure H	HR	40		
76	12	Traffic Control – Eng. Std. Appendix G – Figure I	HR	10		
77	12	Traffic Control – Eng. Std. Appendix G – Figure J	HR	10		
78	12	Traffic Control – Eng. Std. Appendix G – Figure K	HR	110		
79	12	Traffic Control – Eng. Std. Appendix G – Figure L	HR	20		
80	12	Traffic Control – Eng. Std. Appendix G – Figure M	HR	200		
81	12	Traffic Control – Eng. Std. Appendix G – Figure N	HR	30		
82	12	Traffic Control – Eng. Std. Appendix G – Figure O	HR	20		
83	12	Traffic Control – Eng. Std. Appendix G – Figure P	HR	100		
84	12	Minor Traffic Control	HR	1,000		
85	77	Abandon and Grout (E) Sanitary Sewer with Flowable Fill	LF	100		
Total Project Bid					\$	
Company Name:						

(1) refers to section in the Standard Specifications, with modifications in the Special Provisions, that describe required work.

BID FORMS

LIST OF SUBCONTRACTORS

Pursuant to Section 4100 of the Public Contracts Code and section 2-1.33C of the standard specifications, the Bidder is required to furnish the following information for each Subcontractor performing more than 1/2 percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. Subcontracting must not total more than fifty percent (50%) of the submitted bid except as allowed in section 5-1.13 of the standard specifications.

For Streets & Highways projects, subcontractors performing less than ten thousand dollars (\$10,000) worth of work need not be mentioned. **Subcontractors required to pay prevailing wage, must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to be listed.**

NOTE: If there are no subcontractors, write "NONE" and submit with bid.

Name Under Which Subcontractor is Licensed	License Number	DIR Public Works Registration Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	% of Total Base Bid
_____	_____	_____	_____	_____	_____
_____			_____	_____	
_____			_____	_____	

_____	_____	_____	_____	_____	_____
_____			_____	_____	
_____			_____	_____	

_____	_____	_____	_____	_____	_____
_____			_____	_____	
_____			_____	_____	

Attach additional sheets as needed.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In compliance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder, or any subcontractor to be engaged by the bidder, **has** _____, **has not** _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In compliance with Public Contract Code Section 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

_____ Yes _____ No

If the answer is yes, attach a letter explaining the circumstances

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In compliance with Public Contract Code Section 10232, you hereby state under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against you within the immediately preceding two-year period because of your failure to comply with an order of a federal court which orders you to comply with an order of the National Labor Relations Board.

LABOR CODE SECTION 1725.5 STATEMENTS

The bidder has delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. Any judgment, order, or determination that is

BID FORMS

under appeal is excluded, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

_____ Yes

_____ No

The bidder is currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

_____ Yes

_____ No

NOTE: The above Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID FORMS

NON-COLLUSION DECLARATION

I, _____, declare that
I am _____ of _____,
the party making the foregoing bid that the bid is not made in the interest of, or on behalf
of, any undisclosed person, partnership, company, association, organization, or
corporation; that the bid is genuine and not collusive or sham; that the bidder has not
directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and
has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or
anyone else to put in a sham bid, or that anyone refrained from bidding; that the bidder has
not in any manner, directly or indirectly, sought by agreement, communication, or
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any
overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure
any advantage against the public body awarding the contract of anyone interested in the
proposed contract; that all statements contained in the bid are true; and, further, that the
bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof,
or the contents thereof, or divulged information or data relative thereto, or paid, and will not
pay, any fee to any corporation, partnership, company association, organization, bid
depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on _____, 20_____, in _____

I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct.

(SEAL)

(Signature and Title of Declarant)

Subscribed and sworn to before me
this _____ day of _____, 20_____

Notary Public

Company Name:_____

BID FORMS

BIDDER ACKNOWLEDGEMENTS

By signing below, the bidder acknowledges and confirms that this bid is based on the information contained in all contract documents, including the notice to bidders, plans, specifications, special provisions, and addendum number(s) _____. **(Note: You are responsible to verify the number of addenda prior to the bid opening.)**

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within eight days, (not including Saturdays, Sundays, and legal holidays), after having received a mailed notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid will become the property of the City of San Luis Obispo.

Licensed in accordance with an act providing for the registration of contractors, License No. _____, Expiration Date _____.

The above statement is made under penalty of perjury, and any bid not containing this information "will be considered non-responsive and will be rejected" by the City.

Signature of Bidder _____

(Print Name and Title of Bidder)

**DIR– Public Works
Registration No:** _____

Business Name (DBA): _____

Owner/Legal Name: _____

Indicate One: ☐ Sole-proprietor ☐ Partnership ☐ Corporation

List Partners/Corporate Officers: _____

Name Title

Name Title

Name Title

Business Address _____

Street Address _____

Mailing Address _____

City, State, Zip Code _____

Phone Number _____

Fax Number _____

Email Address _____

Date _____

BID FORMS

QUALIFICATIONS

Failure to furnish complete reference information **ON THIS FORM**, as specified in this project's Notice to Bidders and indicated below, is cause to reject the bid. Additional information may be attached but is not a substitute for this form.

Reference Number 1

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Is this similar to the project being bid or did this project include street paving, trench repair, and minor concrete work? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Reference Number 2

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Is this similar to the project being bid or did this project include street paving, trench repair, and minor concrete work? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Reference Number 3

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Is this similar to the project being bid or did this project include street paving, trench repair, and minor concrete work? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

BID FORMS

ATTACH BIDDER'S BOND TO ACCOMPANY BID

Know all men by these presents:

That we _____, AS PRINCIPAL, and

_____, AS SURETY, are held and firmly
bound unto the City of San Luis Obispo in the sum of:

_____ Dollars (_____) to be paid to
said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we
bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by
these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain bid of the above
bounden _____

to construct _____
(insert name of street and limits to be improved or project)

dated _____ is accepted by the City of San Luis Obispo, and if the above

bounden _____, his heirs, executors,
administrators, successors, and assigns shall duly enter into and execute a contract for such construction and
shall execute and deliver the two bonds described within ten (10) days (not including Saturdays, Sundays, or
legal holidays) after the above bounden,

_____, has received notice by and from the
said City of San Luis Obispo that said contract is ready for execution, then this obligation shall become null
and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ____ day of _____, 20____.

Bidder Principal:

Signature _____ Date _____
Title: _____

Surety:

Bidder's signature is not required to be notarized. Surety's signature must be notarized.
Equivalent form may be substituted
(Rev. 6-30-14)

SPECIAL PROVISIONS

ORGANIZATION

Special provisions are under headings that correspond with the main section heading of the Standard Specifications. Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications. Any paragraph added or deleted by a revision clause does not change the paragraph number of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to Section 1-1.01 GENERAL:

The work must be done in compliance with the City of San Luis Obispo, Department of Public Works:

1. Job Order Contract for Streets and Sidewalk Maintenance 2021 Special Provisions
2. City of San Luis Obispo Standard Specifications and Engineering Standards – 2020 edition
3. State of California, Department of Transportation Standard Specifications and Standard Plans – 2015 edition

In case of conflict between documents, governing ranking must comply with section 5-1.02 of the City of San Luis Obispo's Standard Specifications.

Failure to comply with the provisions of these sections is a material breach of contract:

1. Sections 5 through 8 of the Standard Specifications
2. Section 12 through 15 of the Standard Specifications
3. Section 77-1 of the Standard Specifications
4. Section 81 of the Standard Specifications
5. authorized working hours
6. OSHA compliance

2 BIDDING

Replace Section 2-1.33A BID DOCUMENT COMPLETION AND SUBMITTAL, General with:

Furnish bid using blank forms provided in the Special Provisions. Bid must include all forms and must be signed by the bidder.

3 CONTRACT AWARD AND EXECUTION

Add to Section 3-1.18A:

The Engineer may immediately suspend all work until compliance is achieved. You will bear all costs incurred by such suspension, and no additional compensation for losses incurred by you will be allowed therefor. You will be assessed liquidated damages and

SPECIAL PROVISIONS

pay to the City of San Luis Obispo the sum set forth in these Special Provisions, for each day you do not comply with contract requirements.

4 SCOPE OF WORK

Add to Section 4-1.03 WORK DESCRIPTION:

Comply with the provisions of Sections 12, 13, 15, 26, 37, 39, 42, 51, 56, 73, 77, and 84 for general, material, construction, and payment specifics.

This agreement will be the basis for Job Order Contract Task Orders to be issued periodically. The Engineer will identify locations in need of maintenance work and contact you for a Task Order Scoping meeting, to make repairs per items shown on the bid item list. Within ten (10) calendar days of verbal notification of work needs, you must meet the Engineer on-site to review task scope and estimate quantities. The Engineer will issue a Task Order by means of a purchase order document and/or a written notice to start work to you. Identify the number of working days for the Task Order and identify the work start date. Five (5) calendar days after the Task Order has been issued, you must submit a traffic control plan for review and approval.

5 CONTROL OF WORK

Add to Section 5-1.13A:

You must notify the Engineer if any subcontractors are performing work on an issued Task Order, prior to the execution of that Task Order.

6 CONTROL OF MATERIALS

Add to Section 6-3.06:

Settlement of any pavement repair is considered a substantial defect. Guarantee periods will be one year after the completion of each individual Task Order. This period begins on the date the Task Order is accepted as complete by the Engineer.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace last paragraph in Section 7-1.02K(3) Labor Code, Certified Payroll Records (Labor Code 1776) with:

Furnish the Engineer one Portable Document Format (PDF) file which contains all certified payroll records for the prior month's work. Redact the PDF file making the employee's social security number illegible. Failure to submit PDF file with other monthly payroll records is considered an incomplete payroll submission and penalties will be assessed.

Add to Section 7-1.03B PUBLIC CONVENIENCE, Traffic Control Plan

Normal working hours are Monday through Friday between 7:00 a.m. and 4:00 p.m. Modified working hours may be required for individual sites when determined necessary by the Engineer. You may also request modified work hours to facilitate the work, which will be considered by the Engineer.

SPECIAL PROVISIONS

Jack hammering, sawcutting, grinding, or any other type of demolition work producing similar noise levels is prohibited between the hours of 11:00 a.m. and 1:00 p.m. within 500 feet of a food service establishment.

Provide traffic control plan and traffic control application at or before the preconstruction meeting. Traffic control plan must be drawn to scale. Traffic control application may be obtained on the City's website:

www.slocity.org/government/departments-directory/public-works/documents-online/construction-documents

Upon approval of the traffic control plan, the City will issue a no-fee Encroachment Permit. Permittee is responsible to comply with all conditions of the traffic control plan. Complete work using due diligence to restore free flowing of traffic.

8 PROSECUTION AND PROGRESS

Replace the 1st paragraph in Section 8-1.02A SCHEDULE, General with:
Provide a Level 1 schedule for Task Orders of durations greater than 10 working days.

9 PAYMENT

Replace Sections 9-1.06B and 9-1.06C with:

The estimated quantities in these Special Provisions are furnished as a tool to the Contractor as what might be expected of this Contract. The quantities will vary based on the City's needs. Payment will be made for actual quantities completed at the unit price provided.

Replace Section 9-1.07 with:

Bid items prices shall be adjusted annually from the month of contract award by modifying the unit price up or down in conformance with the California Construction Cost Index as published by the California Department of General Services. The factor for the adjustment of bid items shall be calculated at the contract 12-month and 24-month period utilizing the following formula:

$$\text{Factor} = 1 + \left(\frac{\text{Current Index} - \text{Base Index at Contract Execution}}{\text{Base Index at Contract Execution}} \right)$$

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Add to Section 12-1.01:

SPECIAL PROVISIONS

Some work locations will require the implementation of a simplified traffic control. These locations will be paid per the “Minor Traffic Control” bid item instead of one of the pre-established figures in Engineering Standards – Appendix G. “Minor Traffic Control” will apply to minor repair locations, on local streets, where approximately 10 cones, and the use of barricades, can delineate traffic around a small work area.

Add to Section 12-1.04:

Traffic delineation and trench protection must be maintained at all times. If barricades are required after sunset, lights/flashing beacons will be required. When traffic control is required to be present during non-work hours, the cost will be included in the working day hourly compensation.

14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-9.02 AIR POLLUTION CONTROL, General:

The City has obtained an annual permit for construction from the Air Pollution Control District (APCD). The annual APCD permit and construction log files are located on the City’s website:

<http://www.slocity.org/government/department-directory/public-works/documents-online/construction-documents>

A copy of the permit can also be found in Appendix H of the City Standards. You are required to comply with the APCD permit including all notification and construction logs using the appropriate equipment. Provide training to all workers in the construction area.

You must comply with section 77-1 of the standard specifications.

Add Section 14-9.02A AIR POLLUTION CONTROL, Construction:

Where contamination is encountered, you are responsible to:

1. monitor
2. record
3. report

H2S and Hydrocarbon FID readings taken every hour during work in the contamination zone or as directed by the Engineer.

Appropriate Personal Protective Equipment (PPE) must be used.

Add Section 14-9.02C AIR POLLUTION CONTROL, Payment:

Full compensation for APCD compliance and applicable engineering standards is included in the payment for other bid items unless a bid item of work is shown on the bid list item.

Add to Section 14-9.02D:

Full compensation for APCD compliance and applicable engineering standards will be paid by force account when contamination is encountered.

15 EXISTING FACILITIES

Add to Section 15-2.02 Obliterate Roads, Detours, and Surfacing

Micro-milling must be utilized for bike lane and at existing curb ramp edge grinds. Micro-milling machines shall:

Be equipped with a micro-milling drum with tungsten-carbide-tipped cutting teeth spaced no greater than ¼ inch apart on center. The configuration of the teeth shall be such that the deviation in elevation between any 2 teeth does not exceed 1/16 inch. Be capable of removing asphalt concrete pavement to a tolerance of +/- 1/8 inch. Be equipped with an automatic grade control system operating in “profile” mode.

Micro-milling shall result in a grid-patterned textured pavement surface with longitudinal ridges approximately the same distance apart as the cutting teeth. The ridges shall be consistent in depth, width, and profile. The distance between the top of the ridge and the adjacent valleys shall not exceed 1/8 inch.

Add Section 2.02B Payment

The linear foot price for **Edge Grinds** shall include full compensation for furnishing all labor, materials, tools, equipment, personnel, and incidentals, and for doing all the work involved with bike lane and at existing curb ramp edge grinds and no additional compensation therefore.

Add to Section 15-2.02B(1):

Portland concrete cement (PCC) pavement must be saw-cut with a diamond saw to a minimum depth of 8 inches.

As an alternate to sawcutting and excavation, you may use a griding device such as a “zipper” on asphalt pavement, to remove the trench repair area.

Replace Section 15-2.02C(3) with:

Section 15-2.02C(3) Payment:

Traffic stripe removal will be paid per linear foot, regardless of width and the number of passes to remove stripes entirely and to the satisfaction of the Engineer.

Add to Section 15-2.04A:

All existing manholes, valve wells, cleanouts, and boxes within work limits must be replaced in accordance with current Engineering Standards.

Replace Section 15-2.04D with:

15-2.04D Reconstruct Metal Beam Guard Railing

SPECIAL PROVISIONS

Limits of removal and replacement will be determined by the Engineer and indicated in the issued Task Order for that work. Replacement Metal Guard Beam Rail shall conform with Section 83.

Replace Section 15-2.07E with:

15-2.07E Modify Tree Grate:

Tree well grates are to be modified as needed to accommodate increasing trunk size. The grate is to be cut to the nearest concentric ring as directed by the Engineer. Cuts must be neat and smoothed to remove jagged edges. Grates must be removed for cutting if needed to protect the tree or other adjacent improvements.

DIVISION V SURFACINGS AND PAVEMENTS

37 BITUMINOUS SEALS

37-5 BITUMINOUS SEALS

Replace the 1st sentence of Section 37-5.01C with:

Crack treatment material shall be Caltrans Type 2, Deery 200 as produced by Crafcro, Inc., or approved equal from the Caltrans approved crack treatment material list.

Replace the 1st sentence of Section 37-5.02 with:

Only hot applied crack treatments are approved for this project.

Replace the 1st and 2nd paragraph of Section 37-5.03 with:

Cracks must be cleaned of all weeds and debris prior to crack sealing. Do not rout or saw cut cracks.

Replace the last paragraph of Section 37-5.03 with:

Apply the manufacturer's recommended detackifying agent to the crack treatment material.

Replace Section 37-5.04 with:

Payment for Crack sealing will be at force account.

39 ASPHALT CONCRETE

Add to Section 39-1.01:

Paving is not to be done without the inspection of the Engineer.

Add to Section 39-1.02B MATERIALS, Tack Coat:

All vertical edges to be paved against shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and asphalt concrete edges.

SPECIAL PROVISIONS

Add to Section 39-6:

Due to the potential for oil price fluctuation throughout the length of the contract, the City will pay the actual plant price per ton of asphalt concrete placed, plus a 15% material markup. You will provide documentation of AC costs at the end of each Task Order. Documentation consists of AC load tickets that include the date, tonnage, and location. You are responsible for AC trucking and delivery expenses. This expense is covered in the respective bid item for that work.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Add to Section 73-1.03:

At the time of Task Order issuance, the Engineer will indicate which curb ramp or driveway Engineering Standard will be used.

You must meet with the Engineer for an average of 1 hour per curb ramp or driveway being replaced. This includes:

1. Before saw-cutting to agree on the limits of demolition and removal.
2. After formwork is set, to verify that grades meet those stated on the plans.
3. Upon completion to verify finished grades.

Curb ramp and driveway design may vary from Engineering Standards, as directed by the Engineer, to accommodate ADA requirements.

Only 2 intersection curb ramps, on the same side of the street, can be under construction at any given time.

You are responsible for restoring all existing:

1. utility boxes
2. cleanouts
3. posts

within the:

1. sidewalk
2. driveway
3. island paving
4. curb ramp

limits of replacement.

The City will pay material invoice and 15% markup for City utility boxes that require replacement.

Where paint is required on newly placed concrete, the concrete shall be cured a minimum of seven (7) days prior to painting.

Add to Section 73-1.04:

SPECIAL PROVISIONS

Payment for the removal/replacement of asphalt concrete as specified in the Engineering Standards will be accounted for in the paving bid items based on the type/thickness of asphalt concrete replacement that is required at each location.

Add to Section 73-4.04:

Full compensation for “Mission Style PCC Coloring and Salt Finish” includes all additional costs required to install Mission Style concrete when compared to standard gray colored concrete. When Mission Style tile is also required, it is paid by a separate bid item, “Mission Style Tile Installation per Std. 4220”.

“Single Mission Tile Installation – Std. 4220” will be used for replacement of a single Mission Tile and surrounding grout without doing any other curb & gutter and/or sidewalk improvements at various locations within the Mission Style Sidewalk District. Full compensation for “Single Mission Tile Installation – Std. 4220” includes tile mortar bed, tile, and grout surrounding all four sides of the tile, in place complete.

77 LOCAL INFRASTRUCTURE

Add to Section 77-1.03A:

Vacuum excavation is the preferred method for potholing utilities, but site-specific conditions may require alternative methods. 1-sack cement slurry shall be used as subsequent backfill when vacuum excavation is used.

Dimensions of pavement potholing window must be approved by Engineer before starting work.

Add to Section 77-1.03A(2)(i):

Tree removal must be authorized by the City Arborist. Tree trunk diameter is measured at 4.5 feet above adjacent ground surface. Stump grinding or removal is required for all tree removals and must include the major roots within the planting area.

Engineer or City Arborist must authorize and oversee all approved root pruning or shaving activities. Minor root pruning or shaving is expected during reconstruction of damaged sidewalk.

Add to Section 77-1.04:

Full compensation for “Pipe Excavation & Restoration” includes all excavation required to reach the top of pipe from top of existing grade, complete pipe excavation, installation and replacement of pipe, bedding, initial backfill, and subsequent backfill.

The City will provide pipe and fittings to be used for replacement or pay material invoice and 15% markup if pipe and fittings are supplied by you.

Full compensation for “Potholing” is measured from the top of existing grade to the top of utility and includes the replacement of initial and subsequent backfill.

SPECIAL PROVISIONS

Add to Section 77-3.02B:

Joints and Fittings for HDPE must be of the same manufacturer as the pipe.

Add to Section 77-3.03D(2) Manhole Coating:

Manhole coating shall consist of applying an approved by the Engineer corrosion protective coating system to the interior surfaces, as specified herein. The coating system shall be applied to all exposed brick, concrete, grout, mortar, and cementitious surfaces within the manhole, including unlined concrete pipes within the manhole, bench-to-pipe transitions, bench, risers, cones, adjusting rings, etc. Coating of the metallic manhole frame and cover shall not be required.

The Contractor shall coat all manholes marked on the plans with a high-build polyurethane elastomer such as SANCON 100 or approved equal. The Contractor is responsible for inspecting the existing manholes for leaks or concrete failures. The Contractor shall repair manhole prior to coating by patch or chemical grouting in accordance with coating manufacturer recommendation and as directed by the Engineer. Coating shall stop at the top of the cone or as directed by the Engineer. All pipe liner installation shall be completed prior to commencing any coating of manholes.

The Contractor shall provide a smooth transition and tight seal without any annular gaps between the completed manholes and the completed sewer pipe. The Contractor shall Spark Test the new manhole per NACE RP0274 standards. Spark Test shall be witnessed by the Engineer.

The Contractor shall terminate the coating at the spring line of the channel with a ¼" cut groove.

For those manholes that are connected to pipes to be lined with CIPP, the Contractor shall insure that the bench shall be formed to eliminate offsets where the lined pipe meets the manhole interior face and shall match incoming and outgoing pipes and provide a smooth, even transition where required.

Materials shall be delivered to the site in factory sealed and labeled containers. Date of manufacture shall appear on each container. Materials shall be handled and stored according to the strictest requirements of the manufacturer and in accordance with all local, state, and federal laws and regulations.

At each manhole, the Engineer shall inspect and accept the work completed to-date at the completion of each of the milestones listed below before the Contractor shall commence work on the next milestone:

- Completion of the cleaning and surface preparation activities required by these specifications.
- Completion of all void-filling activities and underlayment application, prior to surface coating application.
- Completion of the surface coating installation prior to testing.

SPECIAL PROVISIONS

- Spark testing of the final surface coating as required by these specifications.
- Final clean-up and inspection.

The Contractor shall provide a written warranty to cover workmanship and materials for each manhole coated for a period of not less than five (5) years from the date of final clean up and inspection of the manhole. The warranty shall be delivered to the City prior to and as a condition of final acceptance of work.

By executing this contract, the Contractor certifies and agrees that any testing performed by the City during construction (e.g., spark testing, adhesion testing and/or other testing) shall not in any way modify the warranty, nor relieve the Contractor for responding to defects during the warranty period.

Add to Section 77-3.03F(2) Abandonment of Sewerlines:

77-3.03F(2)(a) Abandon and Grout Existing Sanitary Sewer Lateral or Main

Where Abandon and Grout Existing Sanitary Sewer with Flowable Fill is required, the work to be performed under this section shall include the abandonment in place of existing sanitary sewer by completely filling with flowable fill, as specified in the Special Provisions and as directed by the Engineer. Flowable fill (abandonment grout) shall be controlled low-strength material consisting of fluid mixture of cement, fly ash, aggregate, water and with admixtures as necessary to provide workable properties. Placement of flowable fill may be by grouting techniques in sewer pipes or other restricted areas, or as mass placement by chutes or tremie methods in unrestricted locations with open access. Long-term hardened strength shall be within specified range. In this specification, the words “flowable fill” and “one sack sand/cement mixture” and “abandonment grout” are used interchangeable.

The Contractor shall notify the Engineer a minimum of 48-hours prior to the abandonment of any sanitary sewer. The Contractor shall not begin any abandonment operations until the replacement sanitary sewer has been constructed, tested, and all service connections have been installed and approved by the Engineer, if applicable.

Reference Standards:

1. These Special Provisions
2. ASTM C150 – Standard Specification for Portland Cement.
3. ASTM 494 – Standard Specification for Chemical Admixture for Concrete.
4. ASTM C618 – Standard Specification for Fly Ash and Raw or Calcinated Natural Pozzolan for use as neral Admixture in Portland Cement Concrete.
5. ASTM C940 – Standard test Method for Expansion and Bleeding of Freshly Mixed Grout for Replaced Aggregate Concrete in the Laboratory.
6. ASTM C1017 – Standard Specification for Chemical Admixture for Use in Producing Flowing Concrete.
7. ASTM C1107 – Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-Shrink).

SPECIAL PROVISIONS

Submittals:

1. Submit flowable fill mix design report to Engineer.
 - A. Flowable fill type and production method. Describe if fill will be mixed to final proportions and consistency in batch plant or if constituents will be added in transit to mixer at placement location.
 - B. Aggregate gradation of fill. Aggregate gradation of mix shall be used as pilot curve for quality control during production.
 - C. Fill mix constituents and proportions including materials by weight and volume, and air content. Give types and amounts of admixtures including air entrainment or air generating compounds.
 - D. Fill densities and viscosities, including wet density at point of placement.
 - E. Initial time of set.
 - F. Bleeding and shrinkage.
 - G. Compressive strength.
2. Submit technical information for equipment and operational procedures including projected injection rate, grout pressure, method for controlling grout pressure, bulkhead and vent design and number of stages for grout application.

Flowable Fill:

1. Design Mix Criteria. Provide design of one or more mixes to meet design criteria and conditions for placement which include the following:
 - A. Cement: ASTM C150 Type I or II. Volume and weight per cubic yard of fill. Provide minimum cement content of 50 pounds per cubic yard.
 - B. Fly ash: ASTM C619, Class C or F. Volume and weight per cubic yard of fill. Provide minimum fly ash content of 200 pounds per cubic yard.
 - C. Potable water: Volume and weight per cubic yard of fill. Amount of water determined by mix design testing.
 - D. Aggregate gradation: 100 percent passing 3/8-inch sieve and not more than 10 percent passing No. 200 sieve. Mix design report shall define pilot gradation based on the following sieve sizes: 3/8-inch, No. 4, 8, 16, 30, 50, 100 and 200. Do not deviate from pilot gradation by more than plus or minus 10 percentage points for any sieve for production material.
 - E. Aggregate source material: Screened or crushed aggregate, pit or bank run fine gravels or sand, or crushed concrete. If crushed concrete is used, add at least 30 percent natural aggregate to provide workability.
 - F. Admixtures: use admixtures meeting ASTM C494 and ASTM C1017 as needed to improve pumpability, to control time of set and to reduce bleeding.
 - G. Fluidifier: Use fluidifier meeting ASTM C937 as necessary to hold solid constituents in suspension. Add shrinkage compensator if necessary.

SPECIAL PROVISIONS

H. Performance additive: Use flowable fill performance additive, if needed, to control fill properties.

2. Flowable Fill Requirements:

- A. Unconfined compressive strength: minimum 75 psi and maximum 150 psi at 56 days as determined based on an average of three tests for same placement. Present at least three acceptable strength tests for proposed mix design in mix design report.
- B. Placement characteristics: self-leveling.
- C. Shrinkage characteristics: non-shrink.
- D. Water bleeding for fill to be placed by grouting method in pipes: not to exceed 2 percent according to ASTM C940.
- E. Minimum wet density: 90 pounds per cubic foot.

3. Grout Plugs:

- A. Cement-based dry-pack grout conforming to ASTM C1107, Grade B or C.

Preparation:

- 1. Notify inspector at least 24-hours in advance of grouting with flowable fill.
- 2. Select fill placement equipment and follow procedures with sufficient safety and care to avoid damage to existing underground utilities and structures. Operate equipment at pressure that will not distort or imperil portions of the work, new or existing.
- 3. Cut and cap portions of the piping system to remain.
- 4. Clean sewer lines and video to identify connections and locate obstructions. Locate previously unidentified connections which have not been redirected or reconnected as part of the work and report them to the Engineer. During placement of fill, compensate for irregularities in sewer pipe, such as obstructions or open joints, to ensure no voids remain unfilled.
- 5. Perform demolition work prior to starting fill placement. Clean placement areas for pipes and manholes of debris that may hinder fill placement. Remove excessive amounts of sludge and other substances that may degrade performance of the fill. Do not leave sludge or other debris in place if filling more than 2 percent of placement volume. Dispose of waste material in accordance with applicable codes and regulations.
- 6. Remove free water prior to fill placement.

Equipment:

- 1. Mix flowable fill in automated batch plant and deliver it to site in ready-mix trucks. Performance additives may be added at placement site if required by mix design.
- 2. Use concrete or grout pumps capable of continuous delivery at planned placement rate.

SPECIAL PROVISIONS

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work related to abandonment and grouting of existing sanitary sewers with flowable fill is included in the payment for Bid item Abandon and Grout (E) Sanitary Sewer with Flowable Fill.

Add to Section 77-3.04:

Maximum manhole depth is assumed to be 8 feet, measured from finished grade to invert. If a deeper manhole is required, you will be paid an additional prorated amount per linear foot of depth, based on your bid item price.

Full compensation for "Construct Well / Cleanout" includes all labor, materials and equipment required to connect new cleanout to sewer line.

Add Section 77-4.03F Stormwater Trash Catchment Device

Stormwater trash catchment device must be:

1. Stormtek ST3 or ST3G
2. ADS Flexstorm – Connector pipe screens (CPS) L, CPS U or CPS U-EXT
3. Or approved equal

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

Add to Section 84-2.03C Application of Stripes and Markings:

Preformed thermoplastic is only allowed with the approval of the Engineer.

Add to Section 84-1.04 Payment:

Bike lane coating is measured by the square foot for the area applied regardless of the number of coats to complete installation per the manufacturer's recommendations.

DIVISION XIII APPENDICES

Additional project details and instruction may be found on:

- A. Appendix B – Bike Lane Buffer
- B. Appendix C – Catch Basin Standard 3355A

APPENDIX

APPENDIX A - FORM OF AGREEMENT

THIS AGREEMENT, made on _____, by and between the City of San Luis Obispo, a municipal corporation and charter city, San Luis Obispo County, California (hereinafter called the Owner) and **COMPANY NAME** (hereinafter called the Contractor).

WITNESSETH:

That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1, SCOPE OF WORK: The Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete all the work of construction of

NAME OF PROJECT, SPEC NO.

in strict compliance with the plans and specifications therefor, including any and all Addenda, adopted by the Owner, in strict compliance with the Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II, CONTRACT PRICE: The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the contract prices as follows:

Item No.	Item	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1.					
2.					
3.					

BID TOTAL: \$ _____ **.00**

Payments are to be made to the Contractor in compliance with and subject to the provisions embodied in the documents made a part of this Contract.

Should any dispute arise respecting the true value of any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor, during the performance of this Contract, said dispute shall be decided by the Owner and its decision shall be final, and conclusive.

ARTICLE III, COMPONENT PARTS OF THIS CONTRACT: The Contract consists of the following documents, all of which are as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached:

1. Notice to Bidders and Information for Bidders
2. Standard Specifications and Engineering Standards
3. Special Provisions, any Addenda, Plans and Contract Change Orders
4. Caltrans Standard Specifications and Standard Plans 2015
5. Accepted Bid and Bid Bond
6. List of Subcontractors
7. Public Contract Code Sections 10285.1 Statement
8. Public Contract Code Section 10162 Questionnaire
9. Public Contract Code Section 10232 Statement
10. Labor Code Section 1725.5 Statements
11. Bidder Acknowledgements
12. Qualifications
13. Non-collusion Declaration
14. Agreement and Bonds
15. Insurance Requirements and Forms

ARTICLE IV INDEMNIFICATION: The Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then the Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In

APPENDIX

instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

ARTICLE V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands this year and date first above written.

CITY OF SAN LUIS OBISPO
A Municipal Corporation

Derek Johnson, City Manager

APPROVED AS TO FORM

CONTRACTOR:

Name of Company

J. Christine Dietrick
City Attorney

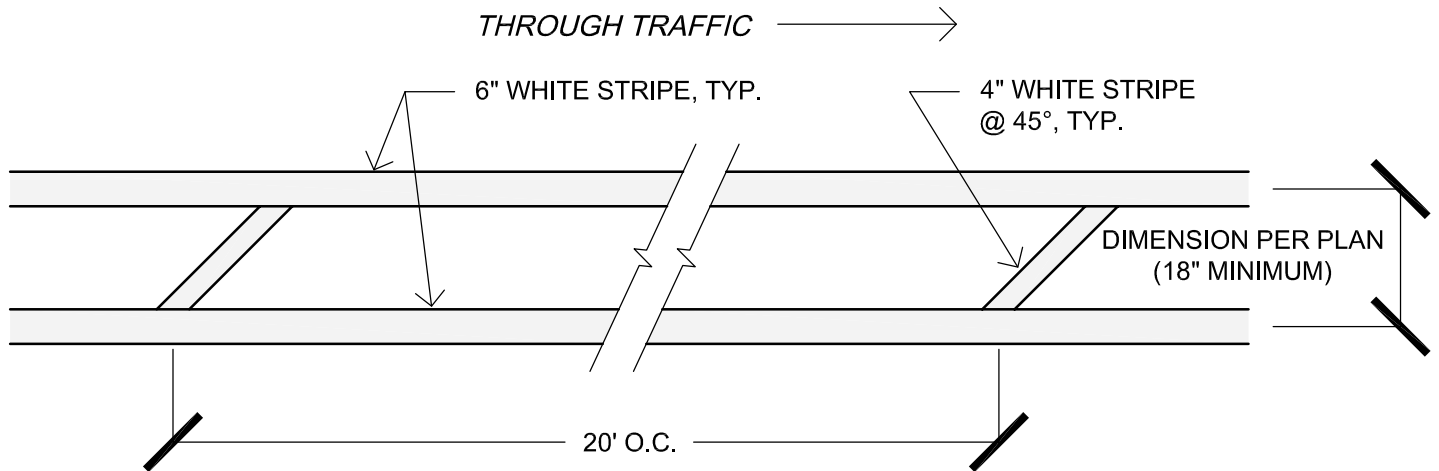
By: _____
Name of CAO/President
Its: CAO/PRESIDENT

(2nd signature required if Corporation):

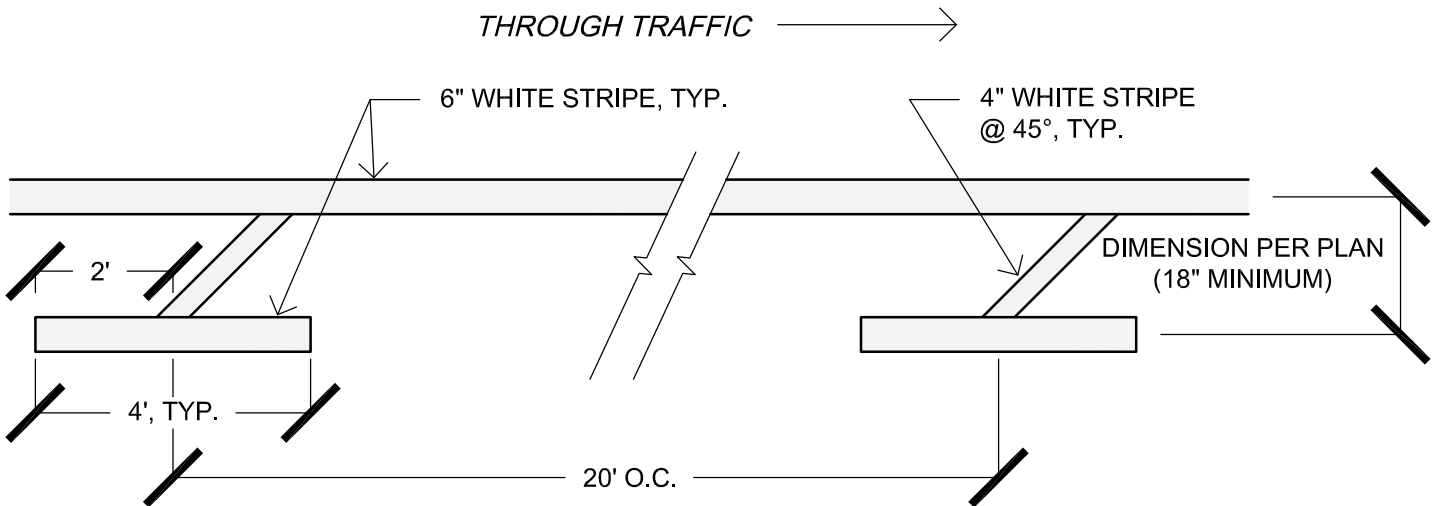
By: _____
Name of Corporate Officer

Its: _____

APPENDIX B – BIKE LANE BUFFER

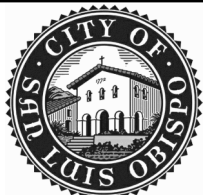


TYPICAL BIKE LANE BUFFER



BIKE LANE BUFFER WITH ON-STREET PARKING

REVISIONS	BY	APP	DATE
STANDARD CURRENT AS OF:			



BIKE LANE BUFFER

APPENDIX C – CATCH BASIN STANDARD 3355A



Department: Public Works
Cost Center: 5008
For Agenda of: 8/24/2021
Placement: Consent
Estimated Time: N/A

FROM: Matt Horn, Public Works Director

Prepared By: Greg Cruce, Interim Maintenance Operations Manager

SUBJECT: FLEET SURPLUS DISPOSAL AUTHORIZATION

RECOMMENDATION

Authorize the designation and disposal of surplus items in accordance with the City's policies and procedures as prescribed in the Financial Management Manual Sections 405-L, 480-A, and 480-B.

DISCUSSION

Background

Staff has identified 16 vehicles and pieces of equipment meeting the criteria for surplus designation, in accordance with the City's Financial Management Manual Sections 405-L, 480-A, and 480-B. The vehicles and equipment units listed below have been replaced and are ready to be designated as surplus. These vehicles have an estimated value in excess of \$1,000 each and therefore require City Council approval before they can be sold.

No.	Asset No.	Description	Program
1	0125	Electronic Signboard	Streets Maintenance
2	1103	Slurry Seal Tank	Streets Maintenance
3	N/A	Slide-in Asphalt Patcher	Streets Maintenance
4	0127	Toyota Rav 4	Community Development
5	0316	Ford Ranger	Parks & Recreation
6	0704	Chevrolet S-10	Utilities
7	1011	Dodge Dakota	Utilities
8	1305	Ford Explorer	Police
9	1306	Ford Explorer	Police
10	1308	Ford Explorer	Police
11	1403	Westward Industries GO-4	Parking
12	1506	Ford Explorer	Police
13	1536	Ford Explorer	Police
14	1617	Honda Motorcycle Frame	Police
15	N/A	Truck Mounted Air Compressor	Public Works
16	N/A	Stormwater rumble strips	Public Works/Utilities

The vehicles and equipment listed above have been removed from the active fleet record per the City's vehicle replacement plan and are therefore ready to be auctioned. It is important that these vehicles are sold as soon as possible due to on-going depreciation and the cost associated with maintaining the vehicles in a condition adequate for sale.

Policy Context

Upon the approval of City Council, auctioning of these vehicles and equipment will comply with the Financial Management Manual sections 405-L, 480-A, and 480-B.

Public Engagement

This is an administrative item, so no outside public engagement was completed. Public comment can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting.

CONCURRENCE

The Finance Department concurs with staff recommendations.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the sale of surplus property is not a "project" as defined by CEQA Guidelines Section 15378.

FISCAL IMPACT

Budgeted: No

Budget Year: 2021-22

Funding Identified: N/A

Fiscal Analysis:

Staff anticipates the sale of these surplus items will generate approximately \$50,000 in revenue after any associated advertising or auction fees. Funds generated by the sale of these surplus items which were General Fund supported will be returned to the Fleet Replacement Fund balance to support future purchases of replacement vehicles and equipment. Funds generated by the sale of surplus items supported by enterprise funds will be returned to the applicable enterprise fund.

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$ N/A	\$	\$	\$ N/A
State				
Federal				
Fees				
Other:				
Total	\$	\$	\$	\$ N/A

ALTERNATIVES

Deny Surplus designation and sale. The City Council could reject the surplus designation request and direct staff to pursue vehicle rehabilitation and repairs. Staff does not recommend this option because these vehicles have been replaced and currently serve no purpose. If these assets are not sold, the City will continue to incur costs associated with maintenance and depreciation.

ATTACHMENTS

- A – Financial Management Manual, Section 405-L
- B – Financial Management Manual, Section 480-A
- C – Financial Management Manual, Section 480-B

Section 405-L: Procedures

DISPOSING OF SURPLUS UNITS

1. When a unit is replaced or otherwise permanently removed from service, report to the Finance Department that it is surplus and available for sale.
2. Include in each such report the following information for each unit reported:
 - City identification number (e.g., 9901)
 - Vehicle identification number (VIN)
 - License number
 - Model year (e.g., 2005), make (e.g., Ford), and model (e.g., F-350)
 - Description (e.g., one-ton truck)
 - Assigned department (e.g., Public Works)
 - Assigned program (e.g., Signal and Light Maintenance)
 - Acquisition year (e.g., 2004-05)
 - Estimated surplus value
 - Basis of estimated surplus value (e.g., blue book, previous auction proceeds)
 - Current odometer or hourmeter reading
 - Justification for replacement
 - Current location
 - Authorization to surplus (e.g., budget document that authorized replacement or other Council authorization to replace or dispose of the unit)
3. Finance Division will dispose of surplus vehicles in accordance with Section 480 of the Financial Management Manual.

Section 480-A

SURPLUS PERSONAL AND UNCLAIMED PROPERTY POLICY

OVERVIEW

This policy addresses the procedures for the disposal of surplus personal property, unclaimed property, consumable supplies, and junk. The policies and procedures for the disposal or sale of surplus real property, abandoned property and resale inventory are provided in other policy documents.

In preparing this policy, not all issues or exceptions could be anticipated. Accordingly, the guidance given in this policy does not relieve Staff from exercising good judgment in their stewardship of the City's property resources. Whenever there is a question or doubt between the guidance provided in this policy and the good judgment expected of a prudent person, good judgment should always be the prevailing standard, with this policy as a minimum standard.

LEGISLATIVE POLICY

A. Surplus Property

Section 906 of the City Charter provides that the Council must approve the sale of surplus property (real or personal) with an estimated value greater than \$1,000.

B. Unclaimed Property

1. Chapter 3.32 of the City Municipal Code provides for the disposal of unclaimed property by the Chief of Police. This property must be held for a minimum of four months and notice of sale must be given at least five days prior to sale by publication in a newspaper of general circulation. Property not sold may be destroyed by the Police Department after public auction.
2. Sections 2080.4 and 2080.6 of the Civil Code requires any person finding property valued at \$10.00 or more to turn the property over to the Police Department within a reasonable time, stating when and where the property was found and providing a description of the property. If the property was saved, a statement is required from the "finder" describing:
 - a. From what and how it was saved.
 - b. Whether the owner of the property is known to the "finder".
 - c. That the property has not been secreted, withheld, or partially disposed.

ADMINISTRATIVE POLICY

- A. The Director of Finance & Information Technology (IT) is authorized to declare as surplus those items of personal property and consumable supplies estimated to be less than \$1,000 in value; Council approval is required to declare personal and consumable supplies as surplus with a value of \$1,000.
- B. Department Heads are authorized to approve the disposal of property that is essentially without value due to technical obsolescence or its unrepairable (or economically unrepairable) condition. Department Heads may dispose of such junk property in the manner they deem most appropriate, consistent with other rules, regulations, and the City's ethics policy.
- C. Generally, estimating the value of surplus property is made by the Department Head or designated representative. In unique and unusual cases, Finance will assist Departments in estimating the value of property by using the City's auction firm to provide a professional estimate. However, in all cases, the Department Head must approve in writing the estimated value of the property to be sold or otherwise disposed.
- D. The Director of Finance & IT is authorized to sell, transfer, trade, or otherwise dispose of surplus personal property, consumable supplies, or unclaimed property in the most cost effective manner. Normally the sale of this property will be at auction with a firm contracted to provide the following services:
 - 1. Sell and dispose of personal property, consumable supplies and unclaimed property at auction.
 - 2. Provide professional estimates as to the value of personal property and consumable supplies when required.
 - 3. Assist in the sale of unique or special property and consumable supplies that requires the use of a "specialty house" to sell or dispose of the property.
 - 4. Dispose of unsaleable property, supplies and equipment at an approved disposal site.
- E. The Director of Finance & IT may dispose of surplus property and supplies by transfer to another local government agency or non-profit organization based on the recommendation of a Department Head. Although there may be circumstances where it is appropriate to make such transfer without compensation, cash or in-kind services should generally be received in an amount equal to or greater than the estimated value provided by the City's auction firm or the Department Head. In the case of vehicles, "low blue book value" may also be considered.
- F. When it is a normal business practice, trade value should be obtained to determine the most cost effective method of disposal and as a standard by which to evaluate the services

Surplus Personal and Unclaimed Property Policy

of the City's auction firm. There may be circumstances when trade value of property may exceed auction value, in which case the Director of Finance & IT may authorize the trade of surplus property versus sale at auction based on the recommendation of the appropriate Department head.

- G. Advertising the sale of the City's property and unclaimed property will be made by the City's auction firm in accordance with these procedures, the Auction Services Agreement, and legislative policy. Accordingly, the advertising must disclose that the property for sale at auction is either the surplus property of the City of San Luis Obispo or is unclaimed property in the possession of the City and it must state the date and time of sale. Property sold at auction will be advertised at least five days in a newspaper of general circulation in the City of San Luis Obispo.
- H. Property determined to be unclaimed by the Chief of Police may be sold at public auction in accordance with these policies and procedures under the following conditions:
 - 1. It is a thing which is commonly the subject of sale.
 - 2. The owner cannot (with reasonable diligence) be found.
 - 3. The owner, if identified, refuses to pay the reasonable charges incurred by the City for storing and safeguarding of the property.

PROCEDURES

- A. Surplus Personal Property and Consumable Supplies
 - 1. Department Heads will identify personal property and supplies that are surplus to their needs and notify the Director of Finance & IT by Memorandum to sell or dispose of property identified, in accordance with City policy and procedures. The property to be declared surplus will be listed and include the City Asset Number (if applicable), a descriptive name of the property, quantity, pickup location, estimated value, and name of the contract person with their extension number. Separate memorandums must be prepared for property estimated to exceed \$1,000 in value and for property estimated to be less than \$1,000 in value. The memorandum (or listing) must indicate why the property is no longer required.
 - 2. Department Heads may request that Finance assist them in estimating the value of personal property and consumable supplies. In such instances, Finance may request the services of the City's auction firm in estimating these values. However, these services are limited and should not be used except for unique and unusual property.
 - 3. Special handling will be required for the disposal of toxic and hazardous materials, and should be coordinated with the City's Fire Department.

4. After receipt of a request to dispose of personal property and consumable supplies from a Department Head, Finance will circulate the list of property to other City Departments as an advisory memorandum. The property listed may be claimed by other Departments on a first come first serve basis. After 10 days from the date of the advisory memorandum, this listing will be forwarded to the Housing Authority, San Luis Coastal Unified School District, and United Way for their information. If none of these agencies expresses interest in the remaining property items within 10 days of receiving the listing, then the property will be consigned to the City's auction firm for sale or other method of disposal as determined by the Director of Finance & IT. Except in unusual circumstances, surplus property will generally remain on site pending its final disposition. This means that it is the responsibility of the interested party to make arrangements with the disposing department to view the property, discuss its condition, and coordinate any terms of transfer such as price, timing, and transportation.
5. For property with a value of \$1,000 or more, the Director of Finance & IT will prepare an Agenda Report for Council approval to declare the property as surplus after review by the operating departments as described above and prior to the consignment of property to the City's auction firm.

B. Evidence

The provisions of this policy do not address the disposal of property which is classified as evidence. Evidence is governed by the provisions of the penal code and must be dealt with accordingly. For example, evidence may be returned to the owner, subjected to lien, or classed as contraband and accordingly destroyed. However, evidence may also be determined by the Chief of Police to be unclaimed property and, in that event, will be processed in accordance with the policies and procedures provided below.

C. Unclaimed Property

Unclaimed property received by the City will be processed as follows:

1. The Police Department is required to receive, hold, and safekeep all property valued at more than \$10 that is found within the City limits and turned in to the Police Department for safekeeping. The owner will be notified as to where the property may be claimed if the owner's identity can reasonably be determined.
2. If the owner appears within 120 days after receipt of the property by the Police Department, proves ownership, and pays all reasonable charges, the Police Department will return the property to the owner.
3. If the reported value of the property is fifty dollars or more (and no owner appears and proves ownership within 120 days), the Police Department will publish a notice, at least once, in a newspaper of general circulation. After seven days

Surplus Personal and Unclaimed Property Policy

following the first published notice the following actions will be taken if no owner appears and proves ownership of the property;

- a. If the property was found in the course of employment by a City employee, the property shall be sold at public auction.
- b. The title shall vest in the person who found the property if he or she is willing to pay the cost of the publication.
- c. If the reported value of the property is less than \$50 and no owner appears and proves ownership of the property within 120 days, the title shall vest in the person who found the property, unless the property was found in the course of employment by a City employee, in which case the property shall be sold at public auction.
- d. Generally, the sale of unclaimed property will be made by the City's auction firm; however, in unique circumstances, the Chief of Police may request that Police Department staff conduct the auction. When the City's auction firm is used, the firm must be notified in writing with a list of property to be sold. This list does not require a statement of estimated values. The letter will give the name of the contact person and extension number, a short title property description, a pickup location, and a pickup time.
- e. Prior to sale, a listing of unclaimed property shall be provided to the Director of Finance & IT, who will circulate this list as an advisory memorandum to other City Departments. The property listed may be claimed by other Departments on a first come first serve basis. After a 15 day period from the date of the advisory memorandum, the unclaimed property will be available for sale at public auction according to policy.
- f. The unclaimed property to be sold by the City's auction firm will be transferred on consignment in accordance with the surplus property policies.
- g. Any property remaining unsold after being offered at public auction may be destroyed or otherwise disposed of by the City's auction firm.

Approved by the City Manager on March 1, 1990; revised on January 14, 1994.

Section 480-B

AUCTION FIRM SERVICES

OVERVIEW

To reduce staff time in the sale and disposal of property, to reduce the amount of space being used to store surplus and unclaimed property, to improve the process of estimating the value of surplus property, and to maximize the value of return on surplus property, the Department of Finance & IT is authorized to contract with an auction firm to assist staff in the sale and disposal of personal property, consumable supplies and unclaimed property on an "as available basis" after authorization is given by the Council or the Director of Finance & IT to sell or dispose of City property.

The policies and procedures provided below in conjunction with the City's auction firm will provide the staff with the opportunity to systematize the sale and disposal of this property.

AUCTION FIRM RESPONSIBILITIES

The following responsibilities will normally be assigned to the City's auction firm by Agreement between the City and the firm selected:

- A. The auction firm will be required to pickup any and all "marketable" surplus property by consignment and deliver this property to their premises where it shall be inventoried, sorted, identified, and catalogued. An auction will be conducted within 30 days of receipt of property and supplies.
- B. The auction firm will make the necessary arrangements for offering the property for sale by auction to the most qualified buyers to obtain the highest return possible. The auction firm will advertise the auction in a manner that will obtain the maximum participation by the public in at least one newspaper of general circulation in the City of San Luis Obispo for a minimum of five days prior to a scheduled auction.
- C. The property consigned to the auction firm will remain the property of the City until sold or disposed in accordance with these procedures.
- D. Property not sold at auction will be disposed by on of the following methods:
 - 1. Consignment to a sub-contractor specializing in unique or special equipment and material for which there is no local market.
 - 2. Direct sale to a buyer of unique or special equipment and material for which there is no local market.
 - 3. By sale as salvage to a local dealer or any recycling firm.
 - 4. By destruction at an appropriate landfill site and certification thereto.
 - 5. Returned to the City.

Auction Firm Services

- E. The material and equipment not sold at auction will be disposed of by one of the methods described above within 15 days from the date offered at auction. For the purpose of these instructions, the City will give approval as to the disposal method based on the recommendation of the auction firm and the method that is in the best interests of the City.
- F. The auction firm will provide the Department of Finance & IT with a list of consigned property with a check for the net proceeds from the auction or specialty sale within 60 days of receipt of consigned material and equipment providing the following information:
 - 1. City Asset number (if available)
 - 2. Short title description of the property
 - 3. Date of sale or disposal
 - 4. Purchaser or the disposal site
 - 5. Total purchase price
 - 6. Auction fee
 - 7. Net to City
 - 8. Method of disposal (sale at auction, transfer to a specialty house for sale, direct sale as salvage, transfer to an appropriate landfill or disposal site, return to City)



Council Agenda Report

Item 5g

Department: Administration
Cost Center: 1021
For Agenda of: 8/24/2021
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Teresa Purrington, City Clerk

SUBJECT: AUTHORIZE AN AGREEMENT WITH THE SAN LUIS OBISPO COASTAL UNIFIED SCHOOL DISTRICT FOR RELEASE OF PUBLIC, EDUCATION, AND GOVERNMENT ACCESS FUNDS

RECOMMENDATION

Authorize the Mayor to execute an Agreement by and between the City of San Luis Obispo and San Luis Obispo Coastal Unified School District for release of Public, Education, and Government (PEG) Access Funds (education portion) for a term ending September 1, 2024.

DISCUSSION

PEG funds are collected pursuant to Municipal Code Section 5.72.010, and permissible uses of the funds are dictated by the California Public Utilities Code Section 5860. PEG funds, which are currently collected from Charter Communications through a surcharge on City resident's cable television bills, may only be used for costs associated with the purchase and maintenance of equipment and facilities used in the production of PEG programming. State and federal law contain no directives regarding the share of funding allocated to the public, educational, or governmental channels.

Since August 4, 2009, the City has had an agreement with San Luis Coastal Unified School District (SLCUSD) for the use of the "education" portion of PEG access funds. That agreement expired in August of 2018. Per the agreement, SLCUSD is required to complete an Operating Plan for the use of the education access funds prior to funds being release. SLCUSD was in the process of preparing a new plan when the COVID-19 pandemic began, and it was put on hold. The Operating Plan has now been finalized and SLCUSD would like to enter into a new Agreement (Attachment A) with the City.

There is \$315,298.65 available in PEG access funds allocated for education. As reflected in the Operating Plan (Attachment B), the first year provides for the following improvements:

Description of specific actions to improve education practice	Persons involved
1. Receive administrative direction to develop a plan to use PEG funds	Central Administration Principals Director – Instructional Services: Learning and Achievement
2. Discuss PEG background and requirements	Central Administration PEG Committee
3. Discuss vision for the program	Career Technical Education (CTE) Committee
4. Discuss draft of multi-year plan	CTE Committee
5. Develop an articulated curriculum plan for CTE: Arts, Media and Entertainment strand	CTE Committee
6. Consult with other video production educational programs	CTE Committee
7. Establish video production skills	Middle and High School Video Production Teachers
8. Further develop video production courses	Site CTE Administration
9. Establish equipment needs for middle school and high school courses	Chris Bonin
10. Present the plan to the SLO City Clerk with the proposed budget	
11. Finalize plan for approval to SLO City Council	
12. Implement middle school and high school courses	Middle and High School teachers and administration

Previous Council or Advisory Body Action

On August 4, 2009, City Council approved an agreement releasing the education portion of the PEG funds to San Luis Coastal Unified School District.

On May 20, 2014, the first amendment to the August 4, 2009, contract was approved by City Council for a term expiring August 4, 2015.

On February 17, 2015, the second amendment to the August 4, 2009, contract was approved by City Council for a term expiring August 4, 2018.

Policy Context

PEG funds are collected pursuant to Municipal Code Section 5.72.010, and permissible uses of the funds are dictated by the California Public Utilities Code Section 5860.

Public Engagement

This is an administrative item, so no outside public engagement was completed. Public comment can be provided to the City Council through written correspondence, received prior to the meeting, or through public testimony at the meeting.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the distribution on PEG funds is not a “project” as defined by CEQA Guidelines Section 15378.

FISCAL IMPACT

Budgeted: No

Budget Year:

Funding Identified: Yes/No

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$	\$	\$
Other PEG funds:	\$315,298.65			
Total	\$315,298.65	\$	\$	\$

There are no fiscal impacts to the General Fund associated with approval of the Agreement or disbursement of funds to SLCUSD. Subject to the eligibility terms of the City's franchise agreement with Charter Communications and in accordance with the City's agreement with SLCUSD, these funds can only be used by SLCUSD.

ALTERNATIVES

Do not approve the Agreement with SLCUSD. Given that the City has already established that SLCUSD would be the entity to receive the education portion of the PEG funds, this is not recommended.

ATTACHMENTS

- A – Draft Agreement between City of San Luis Obispo and SLCUSD for use of PEG Funds
- B – SLUCSD PEG Plan

**AGREEMENT BETWEEN CITY OF SAN LUIS OBISPO
AND SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
FOR USE OF PEG ACCESS FUNDS (E-PORION)**

This Agreement is made on _____ by and between the City of San Luis Obispo, a municipal corporation ("City"), and the San Luis Coastal Unified School District ("SLCUSD"), who agree as follows:

RECITALS

WHEREAS, the City desires to provide support for the use of cable television, public, education, and governmental ("PEG") access channels operated pursuant to federal law; and

WHEREAS, the City has granted a franchise to Charter Communications to operate a cable television system in the city; and

WHEREAS, Ordinance No. 1278 (1995 Series) and the Cable Television Franchise Agreement dated April 20, 1995, indicates that the City may designate nonprofit access management entity(ies) to operate and administer PEG access facilities, services, and programming; and

WHEREAS, said franchise agreement with Charter Communications provides that certain channel capacity be made available for PEG access; and

WHEREAS, the franchise agreement with Charter Communications provides certain payments and in-kind services shall be provided by Charter Communications to support the operation of the PEG access facilities, equipment, and channels; and

WHEREAS, the Franchise Agreement with Charter Communications provides that a plan of operation for PEG access must be developed and approved by City before any funds dedicated to the provision of PEG access facilities, services, and programming may be released to the nonprofit management entities designated by City to provide such services; and

WHEREAS, a plan of operation for the public and government portions of PEG access have been developed by SLCUSD and approved by City.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree as follows:

SECTION 1. PLAN OF OPERATION. In accordance with the requirement set forth in the City's franchise Agreement with Charter Communications, SLCUSD has developed and submitted for approval a Plan of Operation for the provision of educational programming and services, attached hereto as Exhibit 1 and hereby incorporated by reference to this agreement.

SECTION 2. SCOPE OF SERVICES. In exchange for the Education portion (E-portion) of PEG access funding provided by the City pursuant to this agreement, SLCUSD shall provide the following services:

1. Provide educational access programming for the citizens of San Luis Obispo in accordance with the terms, conditions and requirements of this Agreement, the cable franchise, local, state, and federal law, and any operational or-management policies and regulations adopted by the City Council and/or SLCUSD.
2. Provide training and video production opportunities to the students of SLCUSD in accordance with its approved Plan of Operation.
3. Develop operating policies, procedures, and guidelines for the use of equipment and facilities funded by the E- portion of PEG access funds provided by the City and for educational access programming, and file a copy of such policies, procedures, and guidelines with the City.

SECTION 3. INDEMNIFICATION. SLCUSD shall indemnify, defend, and hold harmless the City, its officers, agents, and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, including, payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of the SLCUSD, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement.

SLCUSD shall indemnify and hold harmless City, its officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorney's fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract of other injury or damage in law or at equity which claims, directly or indirectly, result from SLCUSD use of channels, funds, equipment, facilities or staff granted under this Agreement or the franchise agreement.

The City shall indemnify, defend, and hold harmless SLCUSD, its officers, agents, and employees from and against any and all claims, losses, liabilities, or damage including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, caused in whole or part by any act or omission of the City.

SECTION 4. COPYRIGHT CLEARANCE. Before cablecasting video transmissions, SLCUSD shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over the PEG access channels that are operated and managed by SLCUSD. SLCUSD shall maintain for the applicable statute of limitations for City's inspection, upon reasonable notice by City and for the term of the applicable statute of limitations, copies of all such user agreements.

SECTION 5. COPYRIGHT AND OWNERSHIP. SLCUSD shall own the copyright of any programs which it may produce. Copyright of programming produced by the others, such as teachers and instructors, shall be held by such person(s) who produce(s) said programming.

SECTION 6. DISTRIBUTION RIGHTS.

1. SLCUSD shall require that all programs produced with funds, equipment, facilities, students, or staff granted under this Agreement shall be distributed on the channels whose use is authorized by this Agreement. This subparagraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures.
2. At least at the beginning and end of each day that video programming is cablecast on the PEG access channels whose use is authorized by this Agreement, SLCUSD shall display a credit stating, "Partial funding for the operation of this channel is provided by the City of San Luis Obispo." Such credit shall also state that opinions expressed in PEG access programs are the sole responsibility of the program producers.

SECTION 7. EQUIPMENT AND FACILITIES.

1. SLCUSD shall be responsible for maintenance of all equipment and facilities purchased with funds provided pursuant to this Agreement.
2. SLCUSD shall own all equipment and personal property acquired by it and purchased with funds received pursuant to this Agreement ("Acquired Property"), except that within thirty (30) days after termination or expiration of this Agreement, SLCUSD shall either (i) return all Acquired Property to City or (ii) retain some or all the Acquired Property and pay to City an amount equal

to the then fair market value of the retained Acquired Property. If any of the retained Acquired Property was purchased by a combination of funds received pursuant to this Agreement and other funds provided by SLCUSD, then the payment to retain said Acquired Property shall be prorated according to the respective percentages of funds contributed to the purchase.

SECTION 8. INSURANCE. SLCUSD shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by SLCUSD and may be included in SLCUSD annual budget.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be: (1) bodily injury including death, \$ 1, 000,000 for each person, each occurrence and aggregate; (2) property damage, \$ 1, 000,000 for each occurrence and aggregate.
2. **EQUIPMENT INSURANCE.** Insurance shall be maintained on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. City shall be shown as lien holder on all policies.
3. **WORKERS' COMPENSATION.** Full Workers' Compensation Insurance and Employer's Liability with limits as required by (State) law with an insurance carver satisfactory to the City.
4. **CABLE CASTER'S ERRORS AND OMISSION INSURANCE.** Insurance shall be maintained to cover the content of productions which are cablecast on the access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.
5. **CITY AS CO-INSURED OR ADDITIONAL INSURED.** The City shall be named as a co- insured or additional insured on all aforementioned insurance coverages. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company or SLCUSD without first giving the City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the City, its officers, agents, employees, or volunteers shall be in excess of the SLCUSD insurance and shall not contribute to it.

6. NOTIFICATION OF COVERAGE. SLCUSD shall file with the City proof of insurance coverage as follows: (1) Comprehensive Liability and Workers' Compensation; (2) equipment insurance Upon the acquisition of any equipment; (3) cable caster's error and omission insurance within thirty (30) days of the commencement of cablecasting of programming on the designated access channel.

SECTION 9. NON- DISCRIMINATION IN EMPLOYMENT AND SERVICE.

SLCUSD shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap. Grantee shall not discriminate in the delivery of services on the basis on race, color, creed, religion, sex, sexual preference, marital status, an ancestry, national origin or physical or mental handicap.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that SLCUSD is an independent contractor, and that no relationship of principal/agent or employer/employee exists between the City and SLCUSD. If in the performance of this Agreement any third persons are employed by SLCUSD, such persons shall be entirely and exclusively under the control, direction, and supervision of SLCUSD. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by SLCUSD and the City shall have no right or authority over such persons or terms of employment.

SECTION 11. ASSIGNMENT AND SUBLETTING. Neither this Agreement nor any interest herein shall be assigned or transferred by SLCUSD, except as expressly authorized in writing by City.

SECTION 12. ANNUAL REPORTS. Prior to January 1 of each year, SLCUSD shall submit to City an annual report for the preceding fiscal year (July 1 — June 30). This report shall contain, at a minimum, a written narrative describing the manner in which the Plan of Operation was fulfilled during the prior year, a list of equipment purchased by the E- portion of public access funds, and a list of proposed equipment to be purchased in the upcoming fiscal year.

SECTION 13. RECORDS, FISCAL AUDIT.

1. SLCUSD shall maintain all necessary books and records of the receipt, disbursement and use of funds received under this Agreement in accordance with generally accepted accounting principles. These transactions shall be included in the scope of the annual audit performed by SLCUSD.
2. Upon reasonable request from City, SLCUSD shall, at anytime during normal business hours, make available all of its records with respect to all matters covered by this Agreement.

SECTION 14. FUNDING AND OTHER RESOURCES. The City agrees to release to SLCUSD one-half of all PEG access funds that it receives from Charter Communications for PEG access equipment and facilities purposes within 60 days after those funds are received. SLCUSD shall spend funds received from the City solely for the purposes listed in its approved Plan of Operation and for the purposes delineated in this Agreement. The initial transfer of the E- portion of PEG access funds that have been accruing in an account set aside by the City for SLCUSD shall be executed within sixty (60) days following execution of this Agreement and upon written notice by SLCUSD to the City requesting the funds. Upon termination of this Agreement, the E- portion of PEG access funds received by the City that have not been expended or committed via written contract by SLCUSD shall be returned to the City within 60 days.

SECTION 15. TERM OF AGREEMENT. This Agreement shall be for a period of three (3) years commencing on and ending on unless terminated earlier, as provided in this Agreement. This Agreement may be extended, by mutual agreement of the City and SLCUSD, in writing, for two additional periods of three (3) years each.

SECTION 16. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS. The City shall have the right upon one hundred twenty (120) days written notice to SLCUSD to terminate this Agreement for.

1. Breach of any provision of this Agreement by SLCUSD.
2. Malfeasance, misfeasance, misappropriation of public funds.
3. SLCUSD may avoid termination by curing any such breach to the satisfaction of the City within one hundred twenty (120) days of notification or within a time frame agreed to by the City and SLCUSD. The City may also terminate this Agreement at the expiration of its term, or any extension thereof.

SECTION 17. TIME. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

SECTION 18. COOPERATION. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 19. APPLICABLE LAW. This Agreement shall be interpreted and enforced under the laws of the State of California.

SECTION 20. NOTICES. All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

City of San Luis Obispo
City Clerk's Office
990 Palm Street
San Luis Obispo, CA 93401

San Luis Coastal Unified School District
Assistant Superintendent of Educational Services
1500 Lizzie Street
San Luis Obispo, CA 93401

Any party may change its address for notice by written notice to the other party at any time.

SECTION 21. ENTIRE AGREEMENT. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY OF SAN LUIS OBISPO
A Municipal Corporation

SAN LUIS COASTAL UNIFIED
SCHOOL DISTRICT

By: Mayor Heidi Harmon

By: Eric Prater, Superintendent

ATTEST:

Teresa Purrington, City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick, City Attorney

Public, Education, Government (PEG)
May 2021

RECOMMENDATION

Approve an agreement with the San Luis Coastal Unified School District for the release of the “education” portion of the Public, Education, Government (PEG) Access funds received by the (City) of San Luis Obispo under its cable television franchise agreement with Charter Communications and authorize the Mayor to execute the Agreement.

DISCUSSION

Background

In 1995, the City entered into a 15-year franchise agreement with Charter Communications (previously Sonic Cable Television) for the operation of a cable television system in the City. A key component of the agreement was a commitment by the cable company to provide public, education and government (PEG) access to the cable system. This commitment included the establishment of a PEG fund to purchase capital equipment for a PEG access program equal to 1% of Charter Communications’ annual gross revenues. Under this agreement, these funds cannot be used for operations purposes nor can they be used for anything other than PEG access.

Before the City could receive and disburse PEG access funds that had been accumulating since 1995, the Council was required under the franchise agreement to adopt a PEG access operating plan, which was adopted by the Council on July 19, 2005 (Resolution No. 9708), the City allocates PEG access funds equally between public, education and government access.

SLCUSD Operating Plan

As set forth in Attachment 2, San Luis Coastal Unified School District (SLCUSD) has finalized its operating plan. At this time, there is \$315,298.65 available in PEG access funds allocated for education. As reflected in the attached operating plan, the first year provides for improvements district-wide, summarized as follows:

Public, Education, Government (PEG) Plan

Performance Goal: Education Technology: Video Production

Planned Improvement in Student Performance in Technology:

All students will demonstrate their skills in Arts, Media, Entertainment, Engineering and Video

Production by producing and editing videos.

2021-2022	Professional Development will be provided for teachers.
	Middle School and High School Video Production enhanced
2021-2022	Media students broadcast some videos.
	All middle school students will have access to the elective course.
2021-2022	All high school students will have access to Video Production courses.
	All secondary students will have access to video technology courses.

Description of specific actions to improve education practice	Persons involved
1. Receive administrative direction to develop a plan to use PEG funds	Central Administration Principals Director - IS:LA
2. Discuss PEG background and requirements	Central Administration PEG Committee
3. Discuss vision for the program	CTE Committee
4. Discuss draft of multi-year plan	CTE Committee
5. Develop an articulated curriculum plan for CTE: Arts, Media and Entertainment strand	CTE Committee

6. Consult with other video production educational programs	CTE Committee
7. Establish video production skills	Middle and High School Video Production Teachers
8. Further develop video production courses	Site CTE Administration
9. Establish equipment needs for middle school and high school courses	Chris Bonin
10. Present the plan to the SLO City Clerk with the proposed budget	
11. Finalize plan for approval to SLO City Council	
12. Implement middle school and high school courses	Middle and High School teachers and administration

Laguna Middle School

Item	Number	Cost	Subtotal	With Tax
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$159.99	\$159.99	\$173.99
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	1	\$34.99	\$34.99	\$38.05
B&H #PEHDCSS / MFR #HD-CSS - Pearston HDMI Female to Mini HDMI Male Adapter	2	\$6.99	\$13.98	\$15.20
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$14.39	\$14.39	\$15.65
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	6	\$164.98	\$989.88	\$1,076.49
B&H #PEHDCSS / MFR #HD-CSS - Pearston HDMI Female to Mini HDMI Male Adapter	2	\$89.95	\$179.90	\$195.64
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$12.95	\$12.95	\$14.08
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	1	\$39.99	\$39.99	\$43.49
B&H #PEHDCSS / MFR #HD-CSS - Pearston HDMI Female to Mini HDMI Male Adapter	6	\$11.45	\$68.70	\$74.71
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor0	2	\$18.00	\$36.00	\$39.15
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	6	\$29.99	\$179.94	\$195.68
B&H #PEHDCSS / MFR #HD-CSS - Pearston HDMI Female to Mini HDMI Male Adapter	10	\$33.99	\$339.90	\$369.64

B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$299.95	\$299.95	\$326.20
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	6	\$89.95	\$539.70	\$586.92
B&H #PEHDCSS / MFR #HD-CSS - Pearston HDMI Female to Mini HDMI Male Adapter	1	\$695.00	\$695.00	\$755.81
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$189.00	\$189.00	\$205.54
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$595.00	\$595.00	\$647.06
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	10	\$699.99	\$6,999.90	\$7,612.39
Total			\$11,389.16	\$12,385.71

Los Osos Middle School

Item	Number	Cost	Subtotal	With Tax
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$159.99	\$159.99	\$171.59
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	1	\$34.99	\$34.99	\$37.53
B&H #PEHDCSS / MFR #HD-CSS - Pearston HDMI Female to Mini HDMI Male Adapter	2	\$6.99	\$13.98	\$14.99

B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$14.39	\$14.39	\$15.43
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	6	\$164.98	\$989.88	\$1,061.65
B&H #PEHDCSS / MFR #HD-CSS - Pearston HDMI Female to Mini HDMI Male Adapter	2	\$89.95	\$179.90	\$192.94
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$12.95	\$12.95	\$13.89
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	1	\$39.99	\$39.99	\$42.89
B&H #PEHDCSS / MFR #HD-CSS - Pearston HDMI Female to Mini HDMI Male Adapter	6	\$11.45	\$68.70	\$73.68
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor0	2	\$18.00	\$36.00	\$38.61
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	6	\$29.99	\$179.94	\$192.99
B&H #PEHDCSS / MFR #HD-CSS - Pearston HDMI Female to Mini HDMI Male Adapter	10	\$33.99	\$339.90	\$364.54
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$299.95	\$299.95	\$321.70
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	6	\$89.95	\$539.70	\$578.83
B&H #PEHDCSS / MFR #HD-CSS - Pearston HDMI Female to Mini HDMI Male Adapter	1	\$695.00	\$695.00	\$745.39
B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$189.00	\$189.00	\$202.70

B&H #VIVA2719SMH / MFR#VA2719-SMH - Viewsonic VA2719-SMH 27" 16:9 Slim Bezel IPS Monitor	1	\$595.00	\$595.00	\$638.14
B&H #NTHSHDMI2635 / MFR #NHDMI4- 035/26C - NTW 35' High Speed HDMI Cable with Ethernet	10	\$699.99	\$6,999.90	\$7,507.39
Total			\$11,389.16	\$12,214.87

San Luis Obispo High School

Item	Number	Cost	Subtotal	With Tax
Blackmagic Studio Camera 4K 2	3	\$1,695.00	\$5,085.00	\$5,529.94
Manfrotto Professional Tripod - 27.76" to 61.42" Height - 15.43 lb Load Capacity - Black	3	\$553.30	\$1,659.90	\$1,805.14
Olympus M.Zuiko - 40 mm to 150 mm - f/2.8 - Zoom Lens for Micro Four Thirds - 72 mm Attachment - 0.21x Magnification - 3.8x Optical Zoom - VCM - 3.1"Diameter	3	\$1,349.00	\$4,047.00	\$4,401.11
Pan Bar remote for LANC	3	\$325.00	\$975.00	\$1,060.31
Blackmagic ATEM Camera Control Panel	1	\$3,079.00	\$3,079.00	\$3,348.41
Blackmagic ATEM Talkback Converter 4K	1	\$2,495.00	\$2,495.00	\$2,713.31
Audio-Technica Broadcast Stereo Headset - Stereo - Phono Wired - 65 Ohm - 20 Hz - 20 kHz - Over-the-head - Binaural Circumaural	4	\$151.44	\$605.76	\$658.76
Blackmagic ATEM Television Studio Pro 4K	1	\$2,995.00	\$2,995.00	\$3,257.06
Blackmagic Web Presenter	1	\$495.00	\$495.00	\$538.31
Whisper Room 4' x 4' Enhanced (E), Double Wall Isolation	2	\$8,177.00	\$16,354.00	\$17,784.98
Rode Microphones NT1-A Condenser Mic Bundle	1	\$229.00	\$229.00	\$249.04
Focusrite Scarlett 2i2 (3rd Gen)	1	\$169.99	\$169.99	\$184.86
Auray PFSS-55 Pop Filter with Gooseneck with Springloaded Clamp (5.5" Pop Filter and 13.5" Gooseneck)	1	\$18.99	\$18.99	\$20.65

Auray COHH-2 Clamp-On Headphones Holder for Mic Stand	1	\$9.99	\$9.99	\$10.86
Sony Professional Studio Headphones	3	\$99.99	\$299.97	\$326.22
Blackmagic Design Fairlight Desktop Console	1	\$3,595.00	\$3,595.00	\$3,909.56
16 Midas Pre 8 Out 17 mfaders	1	\$1,499.00	\$1,499.00	\$1,630.16
Behringer I/O Box 16-Inputs 8-Outputs	1	\$599.00	\$599.00	\$651.41
SHURE BLX188 DUAL LAV SYSTEM W/CVL	2	\$549.00	\$1,098.00	\$1,194.08
Sennheiser MKE 600 Shotgun Microphone	2	\$329.95	\$659.90	\$717.64
K-Tek KE-89CC AVALON Aluminum Boom Pole with Internal Coiled Cord	2	\$185.25	\$370.50	\$402.92
ikan AudioBOOM Cradle Mount	2	\$29.95	\$59.90	\$65.14
Matthews Hollywood Century C Stand Grip Head Kit, Black - 10.5' (3.2m)	2	\$230.00	\$460.00	\$500.25
DMX Lighting Board	1	\$1,099.00	\$1,099.00	\$1,195.16
COLORdash Par H12IP	10	\$599.99	\$5,999.90	\$6,524.89
Flolight Bladelight Chroma LED Light 36"	2	\$799.00	\$1,598.00	\$1,737.83
Studio Essentials Wall Mounting Kit for Paper Rolls	2	\$64.99	\$129.98	\$141.35
Savage Widetone Seamless Background PeperStudio Gray	2	\$59.99	\$119.98	\$130.48
Savage Widetone Seamless Background PeperStudio Ultramarine	2	\$59.99	\$119.98	\$130.48
Savage Widetone Seamless Background PeperStudio Super White	2	\$59.99	\$119.98	\$130.48
Onyx half X I BI-Color 3 Point LED Light kit with 3x OYB5	3	\$1,349.00	\$4,047.00	\$4,401.11
Canvas RGBWA Benddable 3 Point LED Light Kit W/3xCC*	3	\$1,599.00	\$4,797.00	\$5,216.74
Panasonic HC-X2000 4K Professional Camcorder with Handle Unit	2	\$2,197.99	\$4,395.98	\$4,780.63
Arco Video Dr. Bag 30	2	\$149.00	\$298.00	\$324.08
Lightweight fluid video system / twin legs / middle spreader	2	\$389.99	\$779.98	\$848.23
Manfrotto MVMXPRO500US XPRO Aluminum Video Monopod Load Capacity: 11 lbMax Height: 79.9"Closed Length:	2	\$299.00	\$598.00	\$650.33
Core Nano-VBR98 Core SWX Lithium Ion Camcorder Battery for Panasonic EVA1	6	\$219.00	\$1,314.00	\$1,428.98
Watson Duo LCD Charger for VW-VBG6 Batteries	2	\$79.95	\$159.90	\$173.89
SanDisk 128GB Extreme PRO UHS-I SDXC Memory Card	6	\$39.95	\$239.70	\$260.67
Teradek 2-Pin LEMO to P-Tap Cable (18")	2	\$99.00	\$198.00	\$215.33

Teradek Ace 800 3G-SDI/HDMI Wireless Video Transmitter and Receiver Set	2	\$1,490.00	\$2,980.00	\$3,240.75
BMD ATEM Mini Pro ISO	1	\$895.00	\$895.00	\$973.31
Zoom H6 All Black 6-Input / 6-Track Portable Handy Recorder with Single Mic Capsule (Black)	2	\$329.99	\$659.98	\$717.73
Pelican 1500 Case with Foam (Black)	2	\$149.95	\$299.90	\$326.14
Sennheiser MKE 600 Shotgun Microphone	2	\$373.80	\$747.60	\$813.02
K-Tec Avalon Boom Pole - Aluminum	2	\$195.00	\$390.00	\$424.13
Auray DUSM-1 Universal Shockmount for Camera Shoes and Boompoles	2	\$28.95	\$57.90	\$62.97
Auray Professional Windshield for Shotgun Microphones (14cm)	2	\$84.95	\$169.90	\$184.77
Portable lavalier set. Includes (1) SK 100 G4 bodypack, (1)	2	\$599.00	\$1,198.00	\$1,302.83
Project designer	3	\$1,800.00	\$5,400.00	\$5,872.50
Installer	10	\$680.00	\$6,800.00	\$7,395.00
Integration Materials	1	\$1,500.00	\$1,500.00	\$1,631.25
Studio	1	\$3,595.00	\$3,595.00	\$3,909.56
5820 Tower Computer	80	\$2,928.99	\$234,319.20	\$254,822.13
UltraSharp 27 4k USB-C Monitor U2720Q	80	\$454.13	\$36,330.40	\$39,509.31
Total			\$368,217.16	\$400,436.16



Department: Community Development
Cost Center: 4003
For Agenda of: 8/24/2021
Placement: Consent
Estimated Time: N/A

FROM: Michael Codron, Community Development Director
Prepared By: Dan Van Beveren, Senior Civil Engineer

SUBJECT: PARTIAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACT 3096, SAN LUIS RANCH

RECOMMENDATION

Adopt a Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, accepting the completed Public Improvements of Tract 3096; certifying the completed Private Subdivision Improvements of Tract 3096; releasing the Securities for the completed portions of Tract 3096; and authorizing the Director of Public Works to accept the remaining improvements and to release the remaining Securities once all the improvements are deemed complete."

DISCUSSION

Background

Tract 3096 is a subdivision of a property known as San Luis Ranch. In 2017, a Tentative Map was submitted to the City, and proposed the creation of 304 lots consisting of:

1. 282 single family residential lots
2. Two multi-family residential lots
3. 14 park lots
4. One open space lot
5. One agricultural land lot
6. Three commercial lots
7. One lot to be used for a required Agricultural Heritage and Learning Center

Construction of the improvements began in 2019 and is still ongoing.

Partial Acceptance of a Portion of Improvements

The improvements within the subdivision will consist of new street construction, three new roundabouts, medians, curb, gutter, sidewalks, Class 1 multi-use paths, streetlights, domestic water and recycled water mains, sewer mains, fire hydrants, storm drain improvements, and landscaping. Thus far, work has been completed for some of the required public improvements including the domestic and recycled water mains and the sewer collection system.

The recommended action includes the acceptance of the completed items, reduces the securities for the work that is completed, and authorizes the Public Works Director to accept the remaining public improvements once they are deemed complete and to release the remaining securities on behalf of the City Council once the work is completed.

Previous Council Action

The Tentative Map for Tract 3096 was approved by City Council on July 18, 2017 by Resolution No. 10822 (2017 Series).

A supplemental Final Environmental Impact Report (FEIR) was approved by City Council on July 17, 2018 by Resolution No. 10927 (2018 Series).

A Development Agreement with the Subdivider was approved by City Council on August 21, 2018 by Ordinance No. 1649 (2018 Series).

The final map for Tract 3096 was approved by City Council on November 27, 2018 by Resolution No. 10961 (2018 Series).

Policy Context

The City Council accepts public improvements and certifies completion of private improvements in accordance with the Subdivision Map Act and the City's Subdivision Regulations.

Public Engagement

The Public Engagement process was completed with the approval of the Tentative Map.

CONCURRENCE

The Public Works Director and the Utilities Director concur with the recommended action.

ENVIRONMENTAL REVIEW

The San Luis Ranch Specific Plan, General Plan Amendment, Vesting Tentative Tract Map 3096 and related entitlements and the associated Final Environmental Impact Report (EIR) and Mitigation, Monitoring, and Reporting Plan were approved and certified on July 18, 2017 (Resolution 10822, 2017 Series). On July 17, 2018, the City Council approved an amendment to the San Luis Ranch Specific Plan, approved the Development Agreement to implement the project, and certified the associated Final Supplemental EIR and modified Mitigation, Monitoring, and Reporting Plan (Resolution 10927, 2018 Series). Ordinance 1649 (2018 Series) was adopted by the City Council on August 21, 2018 approving the Development Agreement. The necessary findings and environmental review requirements related to the development of Tract 3096, including associated improvements, were made with the Specific Plan, Development Agreement, and tentative map approvals; therefore, no further environmental review is required as part of this Council action.

FISCAL IMPACT

Budgeted: No
Funding Identified: No

Budget Year: N/A

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	N/A			
State				
Federal				
Fees				
Other:				
Total				

Typical maintenance and operation of newly accepted public facilities will be required for the street and utility improvements. Increasing the maintenance budget for the small, incremental increase in infrastructure to be maintained does not occur with each acceptance of public facilities. The maintenance budget for the improvements is evaluated and adjusted as needed with the City's adoption of its two-year financial plan, which will reflect the increased need in maintenance cost.

ALTERNATIVES

Council could reject the staff recommendation delegating the authority to the Public Works Director to accept the remaining improvements and require that the acceptance be returned to a future Council meeting for acceptance by the City Council. This alternative is not recommended because the oversight by the Public Works Director will ensure that all improvements are completed to City standards prior to the release of financial guarantees. Ultimately, acceptance of the public improvements is required in accordance with the Tentative Map approvals, Department of Real Estate process assumptions, and Homeowners Association CC&R's.

ATTACHMENTS

- A – Draft Resolution to partially accept Public Improvements for Tract 3069
- B – Vicinity Map for Tract 3069
- C – Site Map for Tract 3069

RESOLUTION NO. _____ (2021 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS OF TRACT 3096; CERTIFYING THE COMPLETED PRIVATE SUBDIVISION IMPROVEMENTS OF TRACT 3096; RELEASING THE SECURITIES FOR THE COMPLETED PORTIONS OF TRACT 3096; AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ACCEPT THE REMAINING IMPROVEMENTS AND TO RELEASE THE REMAINING SECURITIES ONCE ALL THE IMPROVEMENTS ARE DEEMED COMPLETE

WHEREAS, the City Council approved the Tentative Map for Tract 3096 by Resolution No. 10822 (2017 Series); and

WHEREAS, the City Council approved a supplemental Final Environmental Impact Report for Tract 3096 by Resolution No. 10927 (2018 Series); and

WHEREAS, the City Council approved a Development Agreement with the subdivider by Ordinance No. 1649 (2018 Series); and

WHEREAS, the City Council approved the final map for Tract 3096 per Resolution No. 10961 (2018 Series); and

WHEREAS, the subdivider has satisfactorily completed a portion of the public improvements in accordance with City standards, specifications and the approved plans, and has requested that the City accept these public improvements for maintenance and operation by the City; and

WHEREAS, the subdivider has satisfactorily completed a portion of the private improvements in accordance with City standards, specifications and the approved plans, and has requested that the City certify completion of these private improvements; and

WHEREAS, the subdivider has on file the appropriate securities to guarantee the completion of the remaining subdivision improvements as shown on the approved plans.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. The City Council hereby accepts a portion of the public improvements for Tract 3096, specifically, the water distribution network, the sewer collection system, and the recycled water distribution system within the Tract boundary.

SECTION 2. The City Council hereby certifies completion of a portion of the required private subdivision improvements within the Tract 3096 boundary.

R _____

SECTION 3. The Faithful Performance securities guaranteeing completion of the on-site and off-site improvements may be reduced with the approval of the Director of Public Works upon submittal of the following items:

1. Progress record drawings for the completed improvements; and
2. Certification by the Engineer of Record for the completion of the public improvements.

SECTION 4. The corresponding Labor & Materials security may be released after 90 days from the date of acceptance of the improvements in accordance with Section 66499.7(h) of the California Government Code.

SECTION 5. The Director of Public Works is hereby authorized to accept the remaining improvements and to release the remaining securities on behalf of the City Council once the work is completed to the City's satisfaction.

SECTION 6. The security guaranteeing the workmanship and materials may be released by the Director of Public Works upon the successful completion of the 12-month warranty time period from the date of acceptance of the improvements.

Upon motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote:

AYES:

NOES:

ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2021.

Mayor Heidi Harmon

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk

R _____

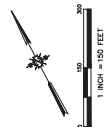
VICINITY MAP





LEGEND

ZONE	ACRE	LOTS
AGRICULTURE LAND	52.32	1
OPEN SPACE	7.81	1
PARK	3.19	14
LOW/MEDIUM DENSITY SFR (NC-10)	15.51	198
MEDIUM DENSITY SFR (NC-22) 83 RESIDENCES 1 PRIVATE ALLEYS	5.14	84
HIGH DENSITY MFR (NC-30)	10.38	2
COMMERCIAL	19.19	4
REGIONAL ROAD	9.00	
LOCAL ROAD	8.84	
TOTAL	131.38	304



- SAN LUIS RANCH PROPERTY TO BE ANNEXED TO THE CITY OF SAN LUIS OBISPO.
- ALL EXISTING AND PROPOSED STREETS WITH THE EXCEPTION OF PRIVATE ALLEYS.
- ROAD CLASSIFICATIONS (PER CITY CIRCULATION ELEMENT)
- MADONIA DRIVE - ARTERIAL
- MADONIA ROAD - ARTERIAL
- FROM RANCH WAY: COMMERCIAL COLLECTOR
- ALL OTHER STREETS: LOCAL COLLECTOR

9055 Salsameda Drive
San Luis Obispo, CA 93401
(805) 781-1000
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UPDATE 5/15/17

SAN LUIS RANCH		TRACT 3096 - VESTING TENTATIVE TRACT MAP	
LAND USE PLAN		SAN LUIS OBISPO, CA	
DRAWN BY	SM	DATE	4/14/17
CHECKED BY	SR	SCALE	1" = 150'
		C.A. JOB NO.	140310
		SHEET	C2 OF 36



Department: Public Works
Cost Center: 5002
For Agenda of: 8/24/2021
Placement: Consent
Estimated Time: N/A

FROM: Matt Horn, Public Works Director
Prepared By: Hai Nguyen, Engineer III

SUBJECT: AWARD MEADOW PARK PATHWAYS MAINTENANCE

RECOMMENDATION

1. Award the construction contract for the Meadow Park Pathways Maintenance Project, Specification Number 1000021 to Souza Engineering Contracting Inc. in the amount of \$375,301; and
2. Approve the budget transfer of \$82,584 from the Sewer Utility Cover Adjustment Account (1000084) to the project account.

DISCUSSION

Background

On May 18, 2021, the City Council authorized staff to advertise for construction bids for the Meadow Park Pathways Maintenance (Attachment A) and to authorize the City Manager to award the contract if the lowest responsible bid was below the Engineer's Estimate of \$360,000.

On July 22, 2021, two bids were received (Attachment B). Souza Engineering Contracting Inc. provided the lowest responsive bid in the amount of \$375,301. Since the lowest bid amount exceeds the delegated authority provided to the City Manager by \$15,301, staff is returning to Council to request authorization to award the contract. The Contractor's references, license, and registration with the Department of Industrial Relations have been verified. Staff has evaluated the bid and recommends award of the contract to Souza Engineering Contracting Inc. since the bid is within 4% of the Engineer's Estimate.

Rank	Contractor	Bid Total
1	Souza Engineering Contracting	\$375,301
2	Papich Construction	\$513,814

Previous Council or Advisory Body Action

On May 18, 2021, the City Council authorized staff to advertise for bids for the Meadow Park Pathways Maintenance.

Policy Context

The City's Purchasing Policy requires the City Council to award a contract if the lowest responsible bidder is over the previously authorized Council amount.

Public Engagement

Public engagement was done during the initial identification of this project to be included in the 2017-19 Financial Plan as well as with the 2021-23 Financial Plan, which provided additional funds to the project.

CONCURRENCE

There is concurrence from Parks and Recreation, Public Works, and Utilities departments with the proposed recommendations outlined in this document.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review under Section 15301 Class 1 (existing facilities) of the California Environmental Quality Act (CEQA) Guidelines because the project maintains an existing facility.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2021-22

Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$350,345	\$	\$	\$
State				
Federal				
Fees				
Sewer Fund	\$82,584			
Total	\$432,929	\$	\$	\$

Meadow Park Pathways Maintenance, Specification No. 1000021			
	Meadow Park Pathways Maintenance (1000021)	Sewer Manhole Cover Adjustments (1000084)	Project Total Costs
	General Fund	Sewer Fund	
Total Project Bid	\$307,717	\$67,584	\$375,301
Contingencies (14%)	\$37,128	\$15,000	\$52,128
Total for Construction	\$344,845	\$82,584	\$427,429
Materials Testing	\$5,000	\$0	\$5,000
Printing	\$500	\$0	\$500
Total Project Cost	\$350,345	\$82,584	\$432,929
Current Project Balance:	\$345	\$41,550	
Additional Funding FY21-23	\$350,000	\$85,000	
Remaining Balance:	\$0	\$43,966	

Including construction cost, contingency funds and materials testing the estimated total project cost is \$432,929. The Council Agenda Report authorizing the advertisement of this project identified the Meadow Park Pathway Maintenance Project Account (1000021) which has a balance of \$350,345 and is sufficient to support paving work. Another source of funding that was previously identified is the Sewer Utility Cover Adjustments account (1000084). There is currently a balance of \$126,550 and is sufficient to support adjustment of sewer facilities to new pavement elevation for this project.

ALTERNATIVES

The City Council could deny the request to award the project. Staff does not recommend this as the pathways are in need of repairs.

ATTACHMENTS

- A – Council Agenda Report from May 18, 2021
- B – Bid Results Ff Meadow Park Pathways Maintenance Project
- C – Draft Agreement with Souza Engineering Contracting Inc.



Council Agenda Report

Department Name: Public Works
Cost Center: 5002
For Agenda of: May 18, 2021
Placement: Consent
Estimated Time: N/A

FROM: Matt Horn, Public Works Director
Prepared By: Hai Nguyen, Engineer III

SUBJECT: AUTHORIZATION TO ADVERTISE MEADOW PARK PATHWAYS MAINTENANCE, SPECIFICATION NO. 1000021

RECOMMENDATION

1. Authorize staff to advertise for bids and approve the project plans (Attachment A) and special provisions (Attachment B) for Meadow Park Pathways Maintenance, Specification Number 1000021; and
2. Authorize the City Manager to award the construction contract for the bid total if the lowest responsible bid is within the Engineer's Estimate of \$360,000 and the funding amount is consistent with the adopted 2021-23 budget appropriation for this project.

DISCUSSION

Background

Bicycle and pedestrian pathways in City parks and facilities require ongoing maintenance to provide users a safe and quality experience. The asphalt pathways at Meadow Park are failing with severe cracking, rutting, and potholes. Trees that are adjacent to the pathway, or more specifically tree roots, are causing the damage. More than 50% of the pathways within Meadow Park are in poor condition and must be repaired.

This project was originally bid in December 2018 and a contract for construction was awarded. Due to constructability challenges created by the variable condition of the existing pathway condition, tree root conflicts, and utility conflicts the contract was terminated at no cost to the City (Attachment C). This project has now been redesigned to address the previous constructability issues. This project is being proposed for bidding now, prior to final CIP Budget Adoption to secure contracts and begin and complete construction during the summer which is the ideal time for paving.

Project Scope

This project will repair approximately 4,300 linear feet of pathways (Attachment D) and replace one removable bollard. The pathway repair consists of milling off and replacing 4 inches of hot mix asphalt. Pavement areas damaged by tree roots will be reconstructed. Some existing tree roots may need to be cut, but all work adjacent to trees will be at the direction of the City Arborist.

Previous Council or Advisory Body Action

This project was originally identified in the 2017-19 Financial Plan that was approved by Council. This project was then deferred with the FY 20-21 Budget Supplement.

Policy Context

Per the October 2018 Purchasing Policy Update to the July 2015 Financial Management Manual, Council approval is required for Public Projects that cost over \$175,000.

Public Engagement

Public engagement was done during the initial identification of this project to be included in the 2017-19 Financial Plan.

CONCURRENCE

There is concurrence from Parks and Recreation and Public Works departments with the proposed recommendations outlined in this document.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review under Section 15301 Class 1 (existing facilities) of the California Environmental Quality Act (CEQA) Guidelines because the project proposes to maintain existing pathways. The project is consistent with the applicable general plan policies as well as with applicable City Regulations.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2021-22

Funding Identified: Yes

Fiscal Analysis:

Staff is recommending this project be approved for advertising in advance of the Budget Adoption for 2021-22 to allow for project implementation during the summer which is the ideal time for paving. If the budget is approved as proposed, the funding will be made available July 1, 2021 to complete this project. If a lower funding level is approved by Council in the 2021-23 Financial Plan, staff may need to adjust the project scope to the approved budget, which will delay the project.

Funding Sources	FY Cost	Annualized On-going Cost	Total Project Cost
General Fund	\$345,900		\$345,900
State			
Federal			
Fees			
Sewer Fund	\$73,600		\$73,600
Total	\$419,500		\$419,500

Meadow Park Pathways Maintenance, Specification No. 1000021			
	Meadow Park Pathways Maintenance (1000021)	Sewer Manhole Cover Adjustments (1000084)	Project Total Costs
	General Fund	Sewer Fund	
Construction Estimate	\$296,000	\$64,000	\$360,000
Contingencies (15%)	\$44,400	\$9,600	\$54,000
Total for Construction	\$340,400	\$73,600	\$414,000
Materials Testing	\$5,000	\$0	\$5,000
Printing	\$500	\$0	\$500
Total Project Cost	\$345,900	\$73,600	\$419,500
Current Project Balance:	\$650	\$41,550	
Additional Funding FY21-23	\$350,000	\$85,000	
Downtown Paving 2021	\$0	(39,675)	
Remaining Balance:	\$4,750	\$13,275	

There is a balance of \$650 in the project account (1000021). Additional funding of \$250,000 from the Local Revenue Measure Fund and \$100,000 from Capital Outlay Fund is proposed in the 2021-2023 Financial Plan Capital Improvement Plan and 2021-22 budget to provide adequate funding for this project.

Another source of funding includes the Sewer Manhole Cover Adjustments Account (1000084) to support adjustment of sewer facilities to new pavement elevation. There is currently a balance of \$41,550 in the account. Additional funding of \$85,000 is proposed in the 2021-2023 Financial Plan Capital Improvement Plan to provide adequate funding for this project and the 2021 Downtown Pavement Improvements Project.

ALTERNATIVES

Deny Authorization to advertise. The City Council may choose not to authorize project advertisement prior to consideration of the 2021-23 budget review and approval. Staff does not recommend this option, as the pathways are in need of repairs. Staff has recommended this unique timing to try and get the project completed over the summer which is the ideal time for paving.

Attachments:

[a - COUNCIL READING FILE - 1000021 Plans](#)

[b - COUNCIL READING FILE - 1000021 Specifications](#)

c - City Manager Report to Terminate Project

d - Project Vicinity Map



City Manager Report

Final City Manager Approval	Approver Name	Date Approved
ACM Community Services	Shelly	7/29/18

Reviewer Routing List	Reviewer Name	Date Reviewed
City Engineer	MH	7/18/19
City Attorney	CB	7/24/19
Finance	BE	7/24/19

July 16, 2019

FROM:	Daryl Grigsby, Director of Public Works	<i>MH for DG</i>	7/18/19
PREPARED BY:	Hai Nguyen, Engineer III		
SUBJECT:	Meadow Park Pathways Maintenance, Specifications No. 1000021 – Contract Termination		

RECOMMENDATION

Terminate contract with Souza Engineering Contracting in the amount of \$118,090 for Meadow Park Pathways Maintenance Project.

DISCUSSION

Background

On December 10, 2018 the City Manager authorized inviting bids for the Meadow Pathways Maintenance Project, Specification Number 1000021. Bids were opened on January 10, 2019 and Souza Engineering Contracting, Inc. (Souza) was the lowest responsible bidder with a proposal of \$118,090 for the total project. The project was approved for award on February 4, 2019 (Attachment 1).

The project preconstruction meeting was held on February 28, 2019. During the meeting, Souza's project manager asserted that existing site conditions posed constructability challenges and that design changes should be implemented by Contract Change Order. Staff investigated and determined that changes proposed by Souza, if implemented, would have resulted in undue risk to the City due to a change in character of the contract work for which the resulting cost was unpredictable, but likely to exceed the approved project budget. Souza's proposal would also have impacted the drainage characteristics of the pathway which would negatively affect pathway longevity.

Despite the above findings, Staff's investigation revealed that the existing conditions would require a more robust pavement section to ensure cohesiveness of the pavement structure and support of the heavy construction equipment completing the milling and paving operations. Staff prepared a Cost Request to Souza with these contract modifications. Souza returned a proposal that would have approximately doubled the total project costs.

As a result of the potential cost overruns, Staff have agreed with Souza to terminate the project at zero cost to the City.

Project Development

Staff will complete further investigation of project conditions to determine the most appropriate changes to the current design, which may include additional pavement areas allowing for better turning movements for maintenance vehicles and a thicker pavement section to further extend the life of the pathways.

FISCAL IMPACT

The project will be re-designed for construction within the available account balance of \$137,090, with work to take place in Summer 2020. It should be noted that high demand for contract labor has recently resulted in substantial increases in project costs. In the event costs exceed the available budget, Staff will seek additional funding sources to complete the work.

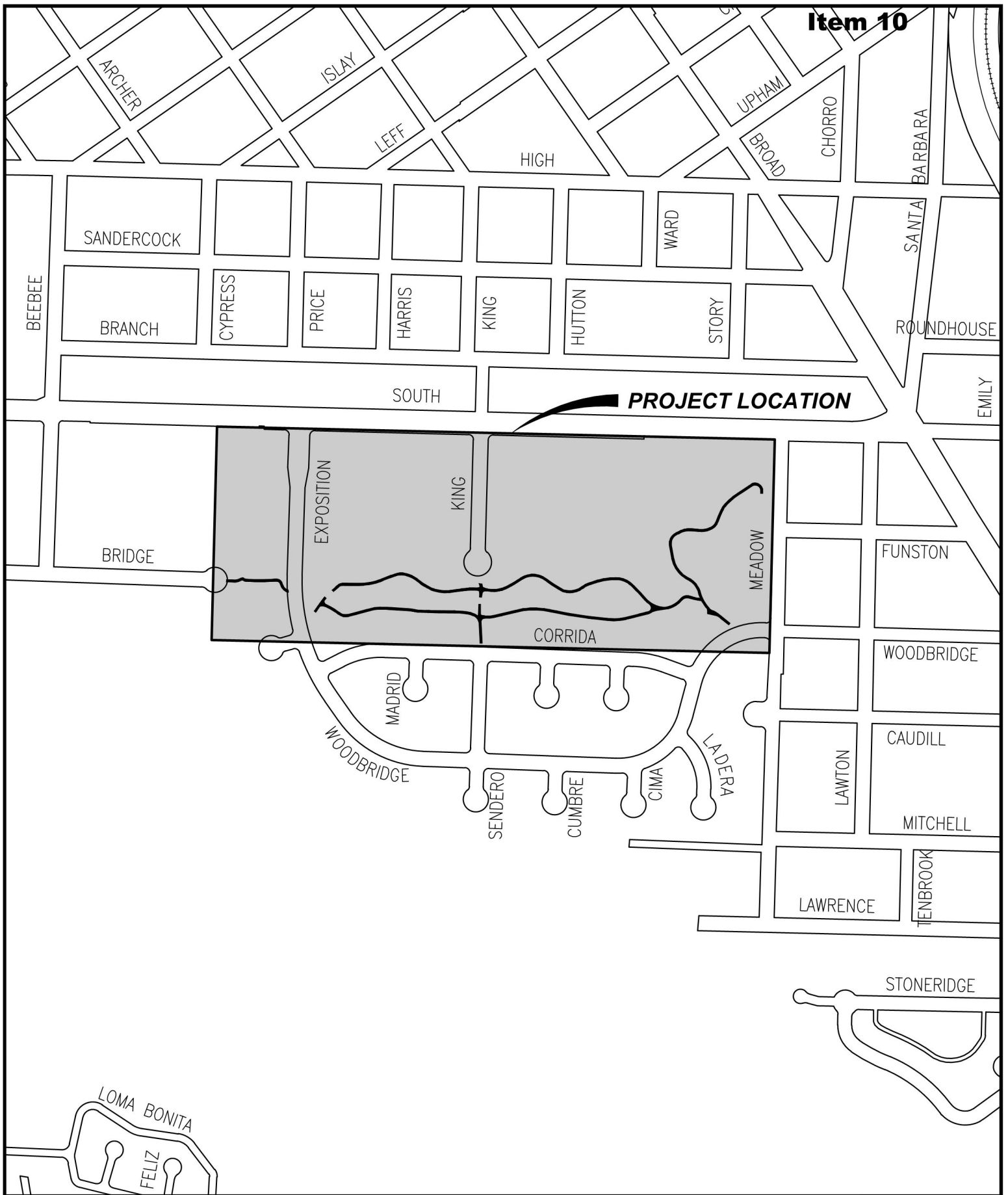
ALTERNATIVES

Deny termination of the contract. City Manager may choose not to terminate the contract. This alternative is not recommended because existing funds are not sufficient to support construction costs.

ATTACHMENTS

1. [1000021 CMR Award Report](#)

<https://slocitycloud.sharepoint.com/sites/SLOHub/Administration/citymanagersreports/Shared Documents/Public Works/2019/CIP Engineering/1000021 Meadow Park Pathways - Contract Termination/1000021 CMR Termination.docx>



city of
san luis obispo

MEADOW PARK PATHWAYS MAINTENANCE

	MEADOW PARK PATHWAYS MAINTENANCE, SPECIFICATION NO. 1000021			Engineer's Estimate		Souza Construction		Papich Construction	
	3/12/2021			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
No.	ITEM	UNIT	QUAN	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
BASE BID									
1	HOT MIX ASPHALT (1/2" MIX)	TON	1,100	\$145.00	\$159,500.00	\$163.00	\$179,300.00	\$253.00	\$278,300.00
2	COLD PLANE (4 INCHES)	SQFT	38,500	\$1.50	\$57,750.00	\$2.06	\$79,310.00	\$1.83	\$70,455.00
3	6" BASE REPAIR	SQFT	4,000	\$2.00	\$8,000.00	\$4.00	\$16,000.00	\$3.62	\$14,480.00
4	PAVEMENT RECONSTRUCTION	SQFT	700	\$10.00	\$7,000.00	\$9.20	\$6,440.00	\$5.16	\$3,612.00
5	RESET EXISTING PAVERS	SQFT	150	\$40.00	\$6,000.00	\$9.50	\$1,425.00	\$26.30	\$3,945.00
6	ROOT BARRIER	LF	1,200	\$40.00	\$48,000.00	\$15.80	\$18,960.00	\$30.00	\$36,000.00
7*	REMOVABLE BOLLARD	EA	1	\$2,500.00	\$2,500.00	\$3,050.00	\$3,050.00	\$2,250.00	\$2,250.00
8	2X6 HEADER BOARD FOR PAVERS	LF	24	\$30.00	\$720.00	\$25.00	\$600.00	\$28.00	\$672.00
9	TREE TRIMMING	LS	1	\$6,530.00	\$6,530.00	\$2,632.00	\$2,632.00	\$47,860.00	\$47,860.00
10	INSTALL POLYMER FRAME AND COVER AND ADJUST TO GRADE	EA	8	\$3,000.00	\$24,000.00	\$1,948.00	\$15,584.00	\$2,365.00	\$18,920.00
11	REHABILITATE (E) SEWER MANHOLE	EA	8	\$5,000.00	\$40,000.00	\$6,500.00	\$52,000.00	\$4,665.00	\$37,320.00
TOTAL PROJECT BID					\$360,000.00		\$375,301.00		\$513,814.00

AGREEMENT

THIS AGREEMENT, made on _____, by and between the City of San Luis Obispo, a municipal corporation and charter city, San Luis Obispo County, California (hereinafter called the Owner) and **SOUZA ENGINEERING CONTRACTING, INC.** (hereinafter called the Contractor).

WITNESSETH:

That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1, SCOPE OF WORK: The Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete all the work of construction of

MEADOW PARK PATHWAYS MAINTENANCE, SPEC NO. 1000021

in strict compliance with the plans and specifications therefor, including any and all Addenda, adopted by the Owner, in strict compliance with the Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II, CONTRACT PRICE: The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the contract prices as follows:

Item No.	SS ⁽¹⁾	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	39	HOT MIX ASPHALT (1/2" MIX)	TON	1,100	\$163.00	\$179,300.00
2	15,42	COLD PLANE (4 INCHES)	SQFT	38,500	\$2.06	\$79,310.00
3	39, 26	6" BASE REPAIR	SQFT	4,000	\$4.00	\$16,000.00
4	39, 26	PAVEMENT RECONSTRUCTION	SQFT	700	\$9.20	\$6,440.00
5	73	RESET EXISTING PAVERS	SQFT	150	\$9.50	\$1,425.00
6	20	ROOT BARRIER	LF	1,200	\$15.80	\$18,960.00
7*	81	REMOVABLE BOLLARD	EA	1	\$3,050.00	\$3,050.00

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
8	73	2X6 HEADER BOARD FOR PAVERS	LF	24	\$25.00	\$600.00
9	20	TREE TRIMMING	LS	1	\$2,632.00	\$2,632.00
10	77	INSTALL POLYMER FRAME AND COVER AND ADJUST TO GRADE	EA	8	\$1,948.00	\$15,584.00
11	77	REHABILITATE (E) SEWER MANHOLE	EA	8	\$6,500.00	\$52,000.00

BID TOTAL: \$ 375,301.00

Payments are to be made to the Contractor in compliance with and subject to the provisions embodied in the documents made a part of this Contract.

Should any dispute arise respecting the true value of any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor, during the performance of this Contract, said dispute shall be decided by the Owner and its decision shall be final, and conclusive.

ARTICLE III, COMPONENT PARTS OF THIS CONTRACT: The Contract consists of the following documents, all of which are as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached:

1. Notice to Bidders and Information for Bidders
2. Standard Specifications and Engineering Standards
3. Special Provisions, any Addenda, Plans and Contract Change Orders
4. Caltrans Standard Specifications and Standard Plans 2015
5. Accepted Bid and Bid Bond
6. List of Subcontractors
7. Public Contract Code Sections 10285.1 Statement
8. Public Contract Code Section 10162 Questionnaire
9. Public Contract Code Section 10232 Statement
10. Labor Code Section 1725.5 Statements
11. Bidder Acknowledgements
12. Qualifications
13. Non-collusion Declaration
14. Agreement and Bonds
15. Insurance Requirements and Forms

ARTICLE IV INDEMNIFICATION: The Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then the Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

ARTICLE V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands this year and date first above written.

ATTEST:

CITY OF SAN LUIS OBISPO
A Municipal Corporation

Teresa Purrington, City Clerk

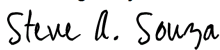
Heidi Harmon, Mayor

APPROVED AS TO FORM

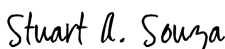
CONTRACTOR:

Souza Engineering Contracting, Inc dba
Souza Construction

J. Christine Dietrick
City Attorney

DocuSigned by:


97BF65A6A0C24D5...
Steve A. Souza
President

DocuSigned by:


D4CAF83CD0D34C4...
Stuart A. Souza
Secretary



Department: Police
Cost Center: 8002
For Agenda of: 8/24/2021
Placement: Consent
Estimated Time: N/A

FROM: Rick Scott, Police Chief
Prepared By: Melissa Ellsworth, Senior Administrative Analyst

SUBJECT: FY 2021-22 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT APPLICATION

RECOMMENDATION

1. Authorize staff to apply for a FY 2021-22 Edward Byrne Memorial Justice Assistance Grant in the amount of \$14,077; and
2. If the grant is awarded, authorize the City Manager or designee to execute necessary grant documents and direct the appropriation of monies into the accounts required to administer the grant.

DISCUSSION

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to the State and local jurisdictions. JAG funds may be used to fund technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems.

The JAG Program is a non-competitive formula grant, and the funding allocation is based on the population and crime rate of the local jurisdiction. The amount available to the City of San Luis Obispo for 2021 is \$14,077. The department has applied for and received this funding for well over ten years. JAG Program funds must be used to supplement existing local funds for program activities and cannot replace or supplant funds that have been appropriated for the same purpose. The grant application deadline was August 9, 2021; however, if necessary, staff can withdraw the request.

Proposed Use of Grant Funds

The Crisis Negotiation Team (CNT) responds to all SWAT callouts and team members have specialized communication and tactical skills used during emergency situations. CNT utilizes tools during crisis negotiations; as an example, a specialized piece of equipment used regularly is a "throw phone". A throw phone enables negotiators to engage in communication with someone in crisis while still maintaining a safe distance. The current throw phone was purchased 15 years ago and is extremely cumbersome and outdated.

The department is requesting grant funding to replace the current throw phone. Updated technology now offers wireless and rugged options for impact resistance and ease of use. Utilizing a wireless throw phone will be a significant advantage to the team, the current phone limits distance to 1,500 feet due to cables. Swift set up is also another advantage, as it currently takes about 30 minutes to set up the system whereas the new models can be set up immediately. This saves valuable time for negotiators. Other technology advancements also include enhanced video/audio capabilities and location data.

Policy Context

The recommended actions are consistent with the City of San Luis Obispo's Financial Management Manual, Section 740 - Grant Management Policy. The policy states that Council will approve all grant applications in excess of \$5,000 and delegates receipt and contract execution to the City Manager.

Public Engagement

This item is on the agenda for the August 24, 2021, City Council meeting and will follow all required postings and notifications. The public may have an opportunity to comment on this item at or before the meeting.

CONCURRENCE

The Director of Finance concurs with staff's recommendations.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report because the action does not constitute a "Project" under CEQA Guidelines Section 15378.

FISCAL IMPACT

Budgeted: No

Budget Year: 2021-22

Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$	\$	\$
State				
Federal – JAG Award	\$14,077			
Total	\$14,077	\$	\$	\$

City matching funds are not required for this grant. The City may draw down any or all JAG funds after acceptance of the award. To do so, an interest-bearing trust fund must be established in order to maintain the funds separate from the General Fund.

ALTERNATIVES

1. ***Modify the staff recommendation.*** Council may direct staff to apply for the JAG funds for a different purpose, as long as the use is consistent with the purpose areas described in this report.
2. ***Do not submit a grant application.*** Council may direct staff to not submit a grant application. The alternative is not recommended. The JAG Program is non-competitive, and the funds have already been allocated to the City upon application, as long as the use is consistent with the purpose areas described in this report.



Council Agenda Correspondence

DATE: August 20, 2021

TO: Mayor and Council

FROM: Matt Horn, Public Works Director
Gaven Hussey, Parking Program Manager
Alexander Fuchs, Parking Services Supervisor

VIA: Shelly Stanwyck, Assistant City Manager

SUBJECT: Item 6a - INTRODUCE AN ORDINANCE AMENDING THE MUNICIPAL CODE TO REVISE THE CITY'S PARKING PERMIT PROGRAM

Background and Purpose of Correspondence

Council has received comments and questions regarding Item 6a, the introduction of an ordinance to revise the City's parking permit district program to be considered by Council on August 24th. These questions were prompted by a letter staff sent to all property owners and residents of the existing parking districts notifying them of the proposed changes as part of the community outreach for the Council item (See Attachment A).

As a reminder for Council, the intended focus and outcome of these revisions as recommended, focus primarily on changing the City's Municipal Code to allow for creation of parking districts in non-residential areas. Currently, the City's Municipal Code only allows for the creation of parking districts in residential areas. The proposed changes will allow for the creation of parking districts in residential and commercial areas.

Focus of Revisions is on Commercial Areas

Commercial areas are experiencing similar parking impacts as compared to exclusively or predominately residential areas. Commercial areas' parking needs differ than residential areas in that they experience a much higher parking turnover rate. As new parking districts are formed, especially those in commercial areas, staff is proposing that parking permits be issued based upon on-street parking space supply. Currently the Municipal Code requires that two parking permits be issued per each unit or address without regard to on-street parking supply.

The proposed revisions to the Municipal Code **will not** change the number of parking permits issued to existing parking district residents or allow for the inclusion of residential multi-family properties with 5 or more units. Both elements are detailed within the Municipal Code language.

The proposed revisions to the Municipal Code **will** allow for the creation of commercial parking districts and provide tools to manage those districts. To provide more streamlined customer service, the proposed revisions will allow for the issuance of parking permits to residents or occupants of a parking district instead of owners.

One necessary tool to be able to manage commercial parking districts is issuance of parking permits based upon available on-street parking spaces. This would be implemented upon creation of new parking districts. In the unlikely event that any existing parking districts want to change the amount of issued parking permits, 60% or more of the parking district residents would need to make this request and then be confirmed appropriate by a parking study analysis performed by the City.

Specific Comments and Responses

Council has received several community correspondences on this matter, so Staff is providing additional clarification.

Comment 1: The community has expressed concern about allowing more than two parking permits per parking district unit. This concern is related to the Municipal Code changes proposed to allow parking district permits to be issued based on on-street parking availability.

Response: Staff is proposing that issuance of parking permits be based on the total number of on-street parking spaces within a given district. The number of permits available would **not exceed** three times the number of on-street spaces. The primary reason for this change is to allow commercial properties to participate in the parking permit program. A two-permit limit would not function effectively in areas that are exclusively or predominately commercial.

The intent of the proposed revision is the inclusion of commercial properties and to provide sufficient and adequate parking for their establishments.

Comment 2: The new permit calculation method disproportionately benefits rental properties versus owner-occupied properties.

Response: Rental properties do not qualify for more permits than owner-occupied properties. Parking district permits are issued by street address. Additionally, permits not purchased by one property are not available to other properties.

Comment 3: Applying the new permit calculation method to existing parking districts.

Response: Basing permit issuance on on-street parking space availability, if approved, would apply to existing districts, **however, 60% or greater of those parking district residents would need to request that an analysis be performed.** Staff is **not** recommending automatically applying this new method to existing districts especially without resident support.

Comment 4: Restricting multi-family properties from participating in the district process.

Response: On March 2, 2021, Council considered recommendations made by staff regarding the Dana Street Parking District including allowing multi-family properties to participate. Council approved the inclusion of multi-family properties of five to eight units in the district as a one-time exception based on the unique characteristics of Dana Street.

The proposed changes do not include allowing multi-family properties to participate in the process because that was an issue specific to the Dana Street Parking District and the proposed language changes affect all existing and future parking districts. This item is not meant to address issues specific to any one parking district as the language applies equally to all existing and future parking districts; however, Council can still make individual exceptions when considering parking districts in the future.

Comment 5: Issuing permits directly to occupants.

Response: Issuing permits directly to occupants simplifies the process, reduces the administrative workload, and time to implement the program. Occupants would be required to provide proof of residency either with a lease agreement, utility bill, or driver’s license before permits can be obtained.

Residents have expressed concern that occupants will not transfer permits to new tenants which will result in more permits being available to renters. The current process for lost or stolen permits is to “hot list” those permits and issue new permits. Vehicles displaying a “hot list” permit are immediately subject to citation. The same process would be applied if occupants do not transfer permits to new tenants.

Currently, property owners are responsible for notifying Parking Services when a new tenant becomes eligible for parking privileges and if previously issued permits are no longer in possession of a current tenant.

Parking Services is transitioning to digital parking permits for all parking programs. Digital permits link to vehicles’ license plates allowing easier access for tenants, property owners, and staff to verify proof of residency information and control permit authorization. Digital permits will be implemented in fall of 2022.

If you have additional questions, please feel free to contact Alex Fuchs, Parking Services Supervisor, at afuchs@slocity.org.



Parking Services

1260 Chorro Street, Suite B, San Luis Obispo, CA 93401
805.781.7230
slocity.org

August 2, 2021

Dear Resident / Property Owner:

At the upcoming City Council meeting **on Tuesday, August 24th**, staff will be presenting proposing changes to the parking permit district process to modify the following elements:

1. Allow businesses to participate in the parking permit district program.

The current municipal code language governing parking permit districts (SLOMC 10.36.170 et al) restricts participation in the permit program to non-multifamily residential properties of four or fewer units. This limitation restricts the City's ability to address parking impacts in areas that are not predominately residential. Multifamily properties of five or more units would still not be allowed to participate in the process.

2. Allow the Parking Division to issue parking permits directly to the Occupants

Currently, property owners are issued the annual parking permits even though the occupants vote in support or opposition of a district's establishment. Property owners can provide written authorization for occupants to purchase permits but this process is confusing for both parties and it creates delays in the permit issuance process. Issuing directly to the occupants would reduce the administrative workload, streamline the implementation of the program, and alleviate any impacts of untimely issuance of permits for the occupants.

3. Greater Flexibility with Number of Permits Issued

The issuance of two permits per unit maximum is the most common complaint raised by those living in parking districts. Some districts have enough on-street spaces to accommodate more permits, but staff is unable to issue additional permits because of the two-permit limitation. Staff is recommending the issuance of permits based on the number of on-street parking space with a not to exceed amount of three times the number of on-street space. Allowing permit issuance based on this individual district factor provides staff with greater flexibility to meet the needs of the community while addressing issues at the staff level.

How do these changes affect you?

If the recommended changes are approved by Council, then they will apply to all existing parking districts throughout the City. This means residents of existing parking districts can request an analysis be performed to determine if additional permits can be issued to those living in a given parking district. It also means that businesses adjacent to existing districts can request to participate in the parking district and to receive permits. You are welcome to attend the Council meeting on Tuesday, August 24th, and comment publicly on the recommended changes or you can write into Council at emailcouncil@slocity.org.

If you have any questions about these specific changes or general parking permit district questions, then please contact Alexander Fuchs at afuchs@slocity.org.

Sincerely,

Alexander Fuchs
Parking Services Supervisor



Department: Public Works
Cost Center: 5101
For Agenda of: 8/24/2021
Placement: Public Hearing
Estimated Time: 60

FROM: Matt Horn, Public Works Director
Prepared By: Alexander Fuchs, Parking Services Supervisor

SUBJECT: INTRODUCE AN ORDINANCE AMENDING THE MUNICIPAL CODE TO REVISE THE CITY'S PARKING PERMIT PROGRAM

RECOMMENDATION

Introduce an ordinance amending Title 10 Chapter 36 of the Municipal Code to revise the City's parking permit program to address requests from commercial properties to be eligible for parking district formation.

REPORT-IN-BRIEF

In Spring 2021, Council considered and approved the formation of the Dana Street Parking District. With this District, Council adopted an ordinance to allow multi-family properties of five to eight units on Dana Street to participate in the parking district and to receive permits. This District presented unique issues given the street's proximity to the downtown area and the different land uses that make up the Dana Street area. On April 6, 2021, minor modifications were made to the Municipal Code to allow multi-family properties of five to eight units to participate in the Dana Street Parking District.

The issues identified during the formation of the Dana Street Parking District along with recently received requests to establish parking districts in predominately commercial areas (which is not allowed under the current district process) have resulted in this agenda item for Council's consideration. Staff has reviewed the applicable Municipal Code sections as well as the district formation procedures and has recommended changes to achieve a more flexible and inclusive process (See Attachment A) for residents and businesses alike.

DISCUSSION

Parking District Historical Overview

The first parking permit district was established in 1979 in what is referred to as the Alta Vista Parking District near the southern boundary of the Cal Poly campus. The purpose of the district was to limit the parking of students in the neighborhood and to improve the overall 'quality of life' for the residents. Since then, the City has established ten

additional parking districts, expanded existing districts multiple times, and received requests to establish many more. Parking districts historically have been limited to areas that are predominately residential and participation is restricted to only residential properties with four or fewer units.

The four or fewer unit restriction aligns with the City's Zoning Regulations, which require residential properties of more than four units to provide parking on-site for residents as well as guests (SLOMC 17.72.030). This limitation was a significant issue for the Dana Street Parking District because there are five multi-family properties intermixed with single-family residential and commercial properties on that street. City Council came to compromise at the March 2, 2021. Council meeting and introduced an ordinance amending the Municipal Code language to allow multi-family properties of five to eight units on Dana Street to participate in the parking district and to receive permits.

Around the same time of the Council meeting, staff began to receive requests from business owners to establish a parking district in a non-residential area, the South Higuera, Tank Farm, and Suburban Road area. Establishment of a district in non-residential areas is not possible without further amendments to the Municipal Code but it is within the City's authority to allow such amendments under California Vehicle Code section 22507.

Amendments to the Municipal Code

Staff reviewed Municipal Code sections 10.36.170 through 10.36.232 and recommends language changes that would allow businesses to participate in the process, allow greater flexibility with permit issuance, and improve administrative efficiency by allowing direct issuance of permits to the **occupants** residing or working within the parking districts.

1. Business Participation in the District Formation Process

Why allow businesses to participate in the district formation process? The City is encouraging the construction of more mixed-use developments that makes implementation of traditional parking districts difficult. Commercial areas throughout the city have, historically, not been as affected by parking impacts compared to residential areas but that has changed recently as some commercial areas are experiencing a significant increase in parking impacts from persons not working or residing in the area. Allowing businesses to participate in the process creates a more comprehensive program and improves the City's ability to address parking issues for all community members.

Staff does not differentiate between commercial properties that do have off-street parking versus those that do not have off-street parking. Restricting business

participation to only those properties that do not have off-street parking would severely limit staff's ability to establish parking districts in business park areas that are experiencing significant on-street parking impacts from people that do not work or in the area.

This recommended change does not affect multi-family residential units which will still not qualify to participate in the district formation process. Staff recommends maintaining this limitation because multi-family residential properties must provide sufficient on-site parking for residents and guests under the City's Zoning Regulations. Allowing multi-family properties to participate could significantly impact on-street parking availability given the density of units and number of permits that would be issued.

2. Permit Issuance Directly to Occupants

Why allow direct issuance of permits to occupants instead of property owners?

Currently, the voting that is required to demonstrate support for the establishment of a parking district is performed by the occupants but, if the district is approved, the ability to purchase permits is given to property owners. Property owners can provide written authorization for occupants to purchase permits, but this process is confusing for both parties, and it creates delays in the permit issuance process. Issuing directly to the occupants would reduce staff administrative workload, streamline the implementation of the program, and alleviate impacts on the occupants of the untimely issuance of permits (i.e., parking citations).

Occupants would be required to provide proof of residency (lease agreement, utility bill, etc.) before obtaining permits. If parking permits are not transferred amongst the occupants when a new lease agreement is signed, then staff will void the current parking permits and issues new permits. The voided permits will then be put on a "hot list" and any vehicle displaying a voided permit is immediately subject to citation. This is the current practice for lost or stolen permits and is effectively enforced.

3. Greater Flexibility with Number of Permits Issued

Why issue permits based on on-street parking availability? The issuance of two permits per unit regardless of any other factors is the most common complaint raised by those living in parking districts. Some districts have enough on-street spaces to accommodate more permits, but staff is unable to issue additional permits because of the limitation. The inclusion of multi-family units of five to eight units in the Dana Street Parking District was the first instance of deviating from the two permit per unit restriction by allowing staff to issue one permit per unit thereby accommodating

residents that would otherwise be unable to participate in the district.

Staff recommends issuing permits based on the number of on-street parking spaces with a not-to-exceed amount of three times the number of on-street spaces within the parking district boundaries. As an example, a parking district with 100 units and 100 on-street parking spaces would be eligible to receive up to three permits per unit. Residents could then elect to receive fewer than three permits per unit based on the district's individual needs. Allowing permit issuance based on individual district factors provides staff with greater flexibility to meet the needs of the community while addressing issues at the staff level.

Residents of existing parking districts have expressed concerns with this method of calculating the number of permits issued per unit mainly because of the prominence of rental properties in parking districts near the Cal Poly campus. If the proposed language is approved, the permits issued per unit would not automatically change for existing parking districts. Existing district residents would need to request an analysis be performed to see if more permits can be issued and, if so, the increase in permits available would require a majority of residents (+60%) to be in-favor of receiving additional permits. The +60% majority in-favor support is the same requirement for when a new district is proposed or when existing district residents want to modify their district's enforcement hours. If there is support from residents, then the permits would be equally divided amongst all units in the district, so that the additional permits do not disproportionately benefit rental properties.

Previous Council or Advisory Body Action

New parking permit districts and changes to existing districts requires Council approval via resolution while changes to the district formation process requires ordinance adoption to amend the applicable Municipal Codes. Below are the dates of previous Council action to amend the district formation process that have occurred over the past two decades:

1. **April 16, 2002** – Council adopted an ordinance to allow greater flexibility when considering the merits of proposed districts, increased the required resident support to recommend establishing a district, and inclusion of more proactive enforcement language.
2. **September 7, 2004** – Council adopted an ordinance to address various interpretations of specific process elements and to add clarifying language to the Municipal Code.

3. **April 6, 2021** – Council adopted an ordinance to allow multi-family properties of five to eight units on Dana Street to participate in the parking district and to receive permits.

Policy Context

The California Vehicle Code section 22507 allows local authorities to restrict or prohibit parking on certain streets except for permitted residents, merchants, and their guests. The language of this Vehicle Code section has been interpreted to allow cities to establish parking districts exclusively for residents, businesses, or both. The City currently only allows parking districts in residential areas but has the authority to establish parking districts in commercial areas as well as areas with both residential and commercial mixed together.

Public Engagement

All property owners and occupants of existing parking permits districts have been notified via mail of the Council meeting and the recommended language changes (See Attachment B). Staff has received email correspondence resulting from the letter and have responded to all questions and concerns. Staff have discussed the recommended changes with businesses in the South Higuera area and businesses around the Dana Street Parking District; both of which support the changes.

CONCURRENCE

The City's Attorney's office has reviewed the ordinance and determined that the amendments to the applicable Municipal code sections are within the authority of the City to enact and enforce.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a "Project" under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes

Funding Identified: N/A

Budget Year: On-going

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
Parking Fund	N/A	N/A	N/A	N/A
Total	N/A	N/A	N/A	N/A

There are no direct costs associated with adoption of this ordinance. Costs associated with the establishment or expansion of parking permit districts, under these amendments, will be funded through the Parking Fund service rates and incorporated into the annual budget appropriation. The Fund's current budget can likely absorb one-time and on-going costs associated with the establishment and expansion of parking permit districts. The Fund receives multiple district requests each year and staff has included an annual budget for establishing districts in the non-staffing operating expenditure line items.

If the proposed Municipal Code language changes result in an abnormally high number of district requests that cannot be accommodated within the Fund's existing budget, then staff will return at mid-year budget review with a request to appropriate funds from Parking Fund working capital to cover the additional costs.

Costs to implement a new parking district or expand an existing district varies based on the size and extent of the approved district boundaries. Recently established or expanded districts including the Dana Street Parking District, Anholm Parking District, and the expansion of the Monterey Heights Parking District have ranged in costs from \$5,400 to \$10,650 depending on the number of signs and the installation method.

On-going costs for the annual hangtag permits run about \$2.50 per permit when ordered for all districts. The cost of permits and staff time to administer the parking district program is largely offset by the annual permit cost of \$20 per permit which accounted for \$35,125 in revenue in FY2021. Staff is pursuing digital permit technology which will reduce on-going costs and staff time to administer the program.

ALTERNATIVES

Do not amend the Municipal Code. Staff does not recommend this alternative since the existing Municipal Code sections (10.36.170 et al.) which governs the City's parking permit district program is outdated and no longer meets the needs of the community. Denying the amendments restricts the City's ability to effectively restrict and manage on-street parking throughout the City.

ATTACHMENTS

A – Draft Ordinance amending the Municipal Code to revise the City’s parking permit program

B – Notification letter sent to existing parking district property owners and occupants

ORDINANCE NO. _____ (2021 SERIES)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AMENDING TITLE 10 CHAPTER 36 (STOPPING, STANDING AND PARKING FOR CERTAIN PURPOSES OR IN CERTAIN PLACES) OF THE SAN LUIS OBISPO MUNICIPAL CODE

WHEREAS, California Vehicle Code section 22507 provides cities the authority to restrict stopping, standing, or parking of vehicles on certain streets upon which preferential parking privileges are given to residents and merchants adjacent to the street for their use and the use of their guests; and

WHEREAS, the City of San Luis Obispo's Municipal Code contains sections detailing the formation process for parking permit districts within city limits; and

WHEREAS, the Council of the City of San Luis Obispo has determined that the existing formation process is outdated, and revisions are necessary to meet the current needs of the community.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of San Luis Obispo as follows:

SECTION 1. Section 10.36.170 (designation of residential parking permit areas – Adoption of resolution) of the San Luis Obispo Municipal Code is hereby amended to read as follows:

**10.36.170 Designation of ~~residential~~ preferential parking permit areas—
Adoption of resolution.**

A. The council should, by resolution, designate an area of the city as a ~~residential~~ preferential parking permit area if the council finds that:

- ~~1. The area is predominantly residential;~~
2. The streets in the area are congested with vehicles parked by persons not residing or working in the area and the designation is supported by a sixty percent majority of the affected households addressed units as indicated by a city survey of the affected households addressed units ~~in which a sixty percent majority of participating households is required~~; or
3. Limiting the parking of vehicles along the streets in the area to vehicles registered or controlled and exclusively used by persons residing or working in the area is necessary in order to preserve the character of the existing neighborhood area ~~as defined in resident petition~~ and approved by a sixty percent majority of households addressed units in the area. Households Addressed units will be determined using the city's address database (there may be more than one household unit per parcel) and will be limited to non-residential

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units and residential units, including non-multifamily units of less than five dwelling units with the exception of the ~~residential~~ preferential parking permit district on Dana Street which allows for multifamily units of five to eight dwelling units to be eligible to receive permits. This exception will be in effect until the completion of construction of the Palm-Nipomo parking structure or until nullified by city council action.

B. In determining whether limiting the parking of vehicles along the streets in the area to vehicles registered to or controlled and used exclusively by persons residing or working in the area is necessary in order to preserve the character of the existing ~~neighborhood area~~ for the persons residing or working in the area, the council shall consider the negative effect of vehicles parked by persons not residing or working in the area on:

1. Environmental characteristics such as ambient noise levels and air pollution levels;
2. Pedestrian and vehicular traffic safety in the area; and
3. The burden on persons residing or working in the area gaining access to their residences or places of employment.

C. The council may, by resolution, designate an area of the city as a ~~residential~~ preferential parking permit area after holding a public hearing and making a finding that the establishment of the district represents the desire of a majority of the households addressed units of the area. ~~The hearing on any such resolution should only be held after the council receives a request, in a form acceptable to the council.~~ (Ord. 1694 § 1, 2021; Ord. 1454 § 1, 2004; Ord. 1412 § 2 (part), 2002; Ord. 1264 § 1, 1994: prior code § 3209.17)

SECTION 2. Section 10.36.180 (designation of residential parking permit areas – Content of resolution) of the San Luis Obispo Municipal Code is hereby amended to read as follows:

**10.36.180 Designation of ~~residential~~ preferential parking permit areas—
Content of resolution.**

The resolution designating an area of the city as a ~~residential~~ preferential permit parking area shall describe the designated area in which parking will be limited to vehicles displaying a parking permit issued by the public works department for that purpose and shall set forth the hours and days, as specified by a sixty percent majority of the households addressed units in the district, when parking will be limited to those vehicles. (Ord. 1454 § 2, 2004; Ord. 1412 § 2 (part), 2002; Ord. 1264 § 2, 1994: prior code § 3209.18)

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SECTION 3. Section 10.36.190 (designation of residential parking permit areas – Sign posting) of the San Luis Obispo Municipal Code is hereby amended to read as follows:

10.36.190 Designation of ~~residential~~ preferential parking permit areas—Sign posting.

Upon adoption of a resolution by the council designating an area of the city as a ~~residential~~ preferential parking permit area, the public works director or their designee(s) shall cause appropriate signs to be erected along the streets identified in the resolution which shall give notice of the limitation on the parking of vehicles in the area as provided in Section 10.36.170, and shall indicate the hours and days when such limitations shall be in effect. (Ord. 1628 § 25, 2016: prior code § 3209.19)

SECTION 4. Section 10.36.200 (Limitations on parking in a residential permit parking area) of the San Luis Obispo Municipal Code is hereby amended to read as follows:

10.36.200 Limitations on parking in a ~~residential~~ preferential permit parking area.

It is unlawful for any person to stop, stand, or park a vehicle on any street identified in a resolution adopted by the council designating a ~~residential~~ preferential permit parking area during the hours and on the days set forth in such resolution except:

A. Those vehicles described in Section 10.36.180 displaying a valid permit issued as provided for by Section 10.36.220 and parked within the street block in front of the ~~household~~ addressed unit to which the permit is issued or within one adjoining district block; or

B. Any emergency vehicle, including, but not limited to, an ambulance, fire engine, or police vehicle; or

C. A vehicle with commercial plates which is under the control of a person, who does not reside within the district, providing service for hire to property located in the designated ~~residential~~ preferential permit parking area, including but not limited to a delivery vehicle. Such vehicles cannot be parked within the area for more than twenty-four consecutive hours; or

D. District ~~residents~~ participants wishing to sponsor guests ~~special one-day events~~ which will exceed the number of parking permits available may contact the city parking manager and request a temporary permits, ~~special event exemption to the residential permit requirement~~. If the temporary exemption is granted by the parking manager, all vehicles which have as their destination a qualified ~~residential permit~~ preferential permit address, shall display in clear view

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on the dashboard, written confirmation of the street address and date and time of ~~the event that the permit is valid~~. Further, ~~special events~~ Issuance of sponsored guest permits shall be deemed infrequent occurrences and any regular requests for ~~parking sponsored guest permits exemption~~ will not be authorized. This section shall not be interpreted to allow the daily parking of vehicles. Any vehicle not displaying the proper or authorized identification shall be subject to citation. (Ord. 1454 § 3, 2004: Ord. 1264 § 3, 1994: prior code § 3209.20)

SECTION 5. Section 10.36.220 (Residential parking permit - Issuance) of the San Luis Obispo Municipal Code is hereby amended to read as follows:

10.36.220 Residential Preferential parking permit—Issuance.

Annually, the director of public works shall issue ~~two residential preferential~~ parking permits to the ~~registered property owner, or the registered property owner's representative, as authorized in writing,~~ occupant of each property shown with a unique number on the latest county of San Luis Obispo assessment roll within each ~~residential preferential~~ parking permit area established by resolution as set forth in Section 10.36.180. Applicants must present proof of occupancy within the preferential parking district prior to permit issuance. Qualified households ~~parcels~~ that have multiple, separate ~~dwelling~~ addressed units shall be eligible ~~for additional to receive permits for each addressed unit,~~ providing the total number of permits issued to one parcel does not exceed twice the number of residential dwelling units on the parcel. All parking permits may be picked up in person at the office of the city parking manager or will be mailed to the address on record of the ~~property on written request of the property owner.~~

In determining the number of permits to be issued per addressed unit, the city parking manager shall use the linear curb feet of on-street parking available within the proposed district boundaries where a single on-street parking space is equivalent to twenty linear feet of continuous curb space. The total number of permits issued within a district shall not exceed three times the number of on-street parking spaces within the proposed district boundaries. The total number of permits available will be divided equally amongst all addressed units within the district boundaries. This method shall also be considered for existing preferential parking permit areas upon request from individuals within the district boundaries with exception of multifamily units of five to eight units in the Dana Street residential preferential parking permit district, which shall be eligible to receive permits equal to one per dwelling unit per parcel.

Parking permits may be transferred by the ~~residents~~ occupant to any vehicle that is to be parked on the street and will be recognized by the city, providing they are displayed clearly. The parking permits shall be issued annually. Fees for ~~residential~~ parking permits shall be established by city council resolution. The permits shall be considered part of the ~~residential~~ occupancy of the property and shall be transferred to the new occupant ~~property owner~~ upon sale of the

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residence property or upon lease of the property. New applicants must present proof of occupancy within the preferential parking district prior to permit issuance. (Ord. 1694 § 2, 2021; Ord. 1565 § 1, 2011; Ord. 1454 § 4, 2004; Ord. 1264 § 4, 1994: prior code § 3209.21)

SECTION 6. Section 10.36.221 (Lost, stolen, or defaced permit replacement) of the San Luis Obispo Municipal Code is hereby amended to read as follows:

10.36.221 Lost, stolen, or defaced permit replacement.

Any permit lost, stolen, defaced or otherwise altered shall be deemed invalid and a replacement permit shall be issued to the qualified property owner for a fee of ~~twenty dollars~~. If the replacement permit is again lost, stolen, or defaced, a replacement permit will be issued for a an additional fee of thirty dollars. No additional replacement permits shall be issued within a twelve-month period. All permits shall be picked up by the occupant ~~property owner or a representative authorized in writing by the registered property owner~~, with proof of occupancy ~~identification~~, at the office of the city parking manager. The ~~occupant property owner or a representative authorized in writing by the owner~~ shall certify that the original permit was lost, stolen, or in the case of damaged permits shall submit the damaged permit, stating the permit shall be used by qualified ~~residents~~ occupants and their bona fide visitors.

Any ~~resident occupant and/or property owner~~ found to misrepresent themselves for the purposes of fraudulently obtaining ~~residential~~ preferential parking permits shall lose their right to said permits and ~~no permits will be issued to the household until the beginning of the next permit year and shall be guilty of an infraction.~~ (Ord. 1694 § 3, 2021; Ord. 1454 § 5, 2004; Ord. 1264 § 5, 1994)

SECTION 7. Section 10.36.230 (Residential parking permits – Display required) of the San Luis Obispo Municipal Code is hereby amended to read as follows:

10.36.230 Residential Preferential parking permits—Display required.

Parking permits issued under Section 10.36.220 shall be displayed on a vehicle in a manner prescribed by the director of public works. The method of display shall be clearly stated on the rear of the permit. (Ord. 1264 § 6, 1994: prior code § 3209.23)

SECTION 8. Section 10.36.232 (Enforcement) of the San Luis Obispo Municipal Code is hereby amended to read as follows:

10.36.232 Enforcement.

Enforcement of the residential preferential parking permit district shall be on a regular and routine basis, and may be on a complaint basis by ~~residents~~ occupants within the district boundaries. Enforcement personnel shall be dispatched on an as-available basis as determined by the city parking manager/police department. All parking citations issued for noncompliance with

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the parking permit requirement shall be governed by the civil proceedings set forth in the California Vehicle Code. (Ord. 1412 § 2 (part), 2002: Ord. 1264 § 7, 1994)

SECTION 9. Severability. If any subdivision, paragraph, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforcement of the remaining portions of this ordinance, or any other provisions of the city' s rules and regulations. It is the city' s express intent that each remaining portion would have been adopted irrespective of the fact that any one or more subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid or unenforceable.

SECTION 10. Environmental determination. These amendments to Title 10 Chapter 36 of the City of San Luis Obispo Municipal Code do not constitute a "Project" under CEQA Guidelines Sec. 15378.

SECTION 11. A summary of this ordinance, together with the names of Council members voting for and against, shall be published at least five (5) days prior to its final passage, in The Tribune, a newspaper published and circulated in this City. This ordinance shall go into effect at the expiration of thirty (30) days after its final passage.

INTRODUCED on the ____ day of ____, 2021, **AND FINALLY ADOPTED** by the Council of the City of San Luis Obispo on the ____ day of ____, 2021, on the following vote:

AYES:

NOES:

ABSENT:

Mayor Heidi Harmon

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

O _____

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, this _____ day of _____, _____.

Teresa Purrington
City Clerk

O _____



Parking Services

1260 Chorro Street, Suite B, San Luis Obispo, CA 93401
805.781.7230
slocity.org

August 2, 2021

Dear Resident / Property Owner:

At the upcoming City Council meeting **on Tuesday, August 24th**, staff will be presenting proposing changes to the parking permit district process to modify the following elements:

1. Allow businesses to participate in the parking permit district program.

The current municipal code language governing parking permit districts (SLOMC 10.36.170 et al) restricts participation in the permit program to non-multifamily residential properties of four or fewer units. This limitation restricts the City's ability to address parking impacts in areas that are not predominately residential. Multifamily properties of five or more units would still not be allowed to participate in the process.

2. Allow the Parking Division to issue parking permits directly to the Occupants

Currently, property owners are issued the annual parking permits even though the occupants vote in support or opposition of a district's establishment. Property owners can provide written authorization for occupants to purchase permits but this process is confusing for both parties and it creates delays in the permit issuance process. Issuing directly to the occupants would reduce the administrative workload, streamline the implementation of the program, and alleviate any impacts of untimely issuance of permits for the occupants.

3. Greater Flexibility with Number of Permits Issued

The issuance of two permits per unit maximum is the most common complaint raised by those living in parking districts. Some districts have enough on-street spaces to accommodate more permits, but staff is unable to issue additional permits because of the two-permit limitation. Staff is recommending the issuance of permits based on the number of on-street parking space with a not to exceed amount of three times the number of on-street space. Allowing permit issuance based on this individual district factor provides staff with greater flexibility to meet the needs of the community while addressing issues at the staff level.

How do these changes affect you?

If the recommended changes are approved by Council, then they will apply to all existing parking districts throughout the City. This means residents of existing parking districts can request an analysis be performed to determine if additional permits can be issued to those living in a given parking district. It also means that businesses adjacent to existing districts can request to participate in the parking district and to receive permits. You are welcome to attend the Council meeting on Tuesday, August 24th, and comment publicly on the recommended changes or you can write into Council at emailcouncil@slocity.org.

If you have any questions about these specific changes or general parking permit district questions, then please contact Alexander Fuchs at afuchs@slocity.org.

Sincerely,

Alexander Fuchs
Parking Services Supervisor



Department: Community Development and Fire
Cost Center: 8509
For Agenda of: 8/24/2021
Placement: Public Hearing
Estimated Time: Hearing

FROM: Michael Codron, Community Development Director
Keith Aggson, Fire Chief

Prepared By: Kelsey Nocket, Homelessness Response Manager & James Blattler, Senior Administrative Analyst

SUBJECT: MOBILE CRISIS UNIT (MCU) – MENTAL HEALTH CLINICIAN RFP AND VAN PURCHASE

RECOMMENDATIONS

1. Authorize the issuance of Request for Proposals (RFP) for contracting services of a Mental Health Clinician for the City of San Luis Obispo's Pilot Mobile Crisis Unit; and
2. Authorize the City Manager to enter into an agreement with the contractor that best responds to the RFP in terms of qualifications, cost, and approach to program implementation; and
3. Authorize the purchase of the Pilot Mobile Crisis Unit vehicle by adding the vehicle acquisition to the City's Capital Improvement Program; and
4. Authorize the Finance Director to approve a Budget Amendment Request moving approved vehicle purchase funding from the General Fund to the Capital Outlay Fund.

DISCUSSION

Background

With fiscal year 2021-22, City Council adopted a Major City Goal for Housing and Homelessness. One key task of this goal is to pilot the City's first Mobile Crisis Unit (MCU). This pilot effort was inspired by similarly oriented programs (ex: CAHOOTS in Eugene, OR) which focus on issues related to mental health, homelessness, and addiction. Through piloting this MCU, the City aims to provide evidence of effective programming for the County of San Luis Obispo to adopt and expand upon as the agency with dedicated funding for social services.

Contract Services for a Mental Health Clinician

The City of San Luis Obispo's Pilot MCU is proposed to be staffed by co-deployed Emergency Medical Technician (EMT) and Mental Health Clinician personnel, who serve as primary and secondary responders on emergency and non-emergency calls for service involving persons suffering from physical or mental health crisis. The Mental Health Clinician will be a contract position responsible for providing in person mental health services including assessments, case management, rehabilitation services, crisis

management, and coordination with, or referral to, other service providers. The Mental Health Clinician will need to deliver therapeutic services to homeless, transient, and other high-risk clients who have mental health and/or substance abuse issues. This is a physically and mentally demanding role that requires assessments and services to be administered in the field during response calls through non-emergency dispatch or as identified by on-site observation on regular service routes. The details of the services and role of the Mental Health Clinician are outlined in Attachment A.

Vehicle

To allow the Pilot MCU personnel to deliver their mission to provide aid to community members in crisis, staff is recommending the purchase of a dedicated MCU vehicle. Currently the City does not have existing available vehicles in the fleet that can be repurposed for the program due to both the special needs of the program and impacts to existing operations. Staff evaluated the option to lease the vehicle, but a purchase is necessary due to the vehicle modifications needed including, but not limited to, hazard lighting, decaling, communication electronics (radios and tablets), basic life support medical equipment storage, and seating for non-emergency transportation to appropriate care facilities.

Funding for this purchase was approved as part of the 2021-23 Financial Plan; however, the vehicle was not included as part of the adopted Capital Improvement Program (CIP) for fleet. Staff therefore requests Council approval to add the vehicle, which is considered a capital asset, to the CIP and the transfer of the applicable funding to the Capital Outlay fund.

To best suit the delivery of the Pilot MCU services, staff is recommending the purchase of Ford Transit Connect Van; staff has received a purchase quote utilizing cooperative purchase agreement pricing (Attachment B) that aligns with the existing budget.

If the Pilot MCU program is not continued (or is assumed by the County of San Luis Obispo or another agency) or is discontinued prior to the useful “life” of the vehicle it will be repurposed as a Fire Department support vehicle until it reaches its useful life or repurposed to meet other City needs.

Previous Council or Advisory Body Action

On June 1, 2021, the City Council adopted the 2021-2023 Major City Goal for Housing and Homelessness, which included the Pilot Mobile Crisis Unit Pilot Program Implementation, among other activities.

Policy Context

Major City Goals – Housing and Homelessness

Strategy 3.10 – Mobile Crisis Unit Pilot Program Implementation

- a. Pair a crisis worker with an Emergency Medical Technician (EMT) to provide non-emergency response and care to unhoused community members.

- b. Implement the program with the goals of reducing emergency dispatch of paramedics and law enforcement to community members who need non-emergency support.
- c. Engage with the County of San Luis Obispo in the implementation of pilot programs so that if it is successful, it can be scaled up and replicated across the region.

Per the 2021-23 Capital Improvement Program in the 2021-23 Financial Plan:

CIP Definitions & Policies

A. CIP Project Amount: Construction projects and equipment purchases that cost \$25,000 or more will be included in the CIP. Minor capital outlays of less than \$25,000 will be included with the operating program budgets.

E. CIP Appropriation: The City's annual CIP appropriation for study, design, acquisition and/or construction is specific to the projects designated by the Council through adoption of the Financial Plan. Adoption of the Financial Plan CIP appropriation does not automatically authorize project contract expenditures and any expenses and purchases must conform to Municipal Code requirements. Spending approval generally occurs only after the preceding project phase has been completed. Accordingly, construction expenditure approvals are generally made when Council authorizes the release of the project plans and specifications for bidding. In that same action the Council authorizes a contract to be entered into if the project costs are within the budgeted amount

CONCURRENCE

Consistent with several of the tasks associated with the City's adopted 2021-23 Major City Goal focused on Housing and Homelessness, this work effort represents a program that could be piloted and implemented regionally in other cities and unincorporated areas. The draft Request for Proposals (Attachment A) incorporates comments provided by the County of San Luis Obispo Health Agency's Behavioral Health Administrator to ensure streamlined service provision and enable easy adoption by the County should they decide to fund the City's program at a later date consistent with their mission and funding resources in support of community social services and health.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (SEQA) does not apply to the recommended actions in this report, because none of the actions constitute a "Project" under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes
Funding Identified: Yes

Budget Years: FY2022

Fiscal Analysis (RFP):

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$105,335	\$105,335	\$0	\$105,355
State				
Federal				
Fees				
Other:				
Total	\$105,335	\$105,335	\$0	\$105,335

Fiscal Analysis (Vehicle):

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
Capital Outlay Fund	\$31,000	\$31,000	\$0	\$1,500
State				
Federal				
Fees				
Other:				
Total	\$31,000	\$31,000	\$0	\$1,500

The 2021-23 Financial Plan allocated \$300,000 per fiscal year to launch and operate the Mobile Crisis Unit. The remaining funding that is not listed in the table will be used to fund a support EMT who will be paired for services with the Mental Health Clinician.

Ongoing total annual operating, maintenance and service costs for the vehicle are estimated at \$1,500, including fuel consumption, which can be absorbed in the approved operating budget for both Fiscal Year 2022 and 2023.

ALTERNATIVES

1. ***Provide direction regarding an amended RFP and continue authorization of the RFP to a date uncertain.*** This alternative is recommended if the City Council would like to review and consider major revisions to the RFP.

2. ***Provide direction regarding an amended RFP and authorize the RFP based on finalization and approval by the Community Development Director.*** This alternative is recommended if the Council provides direction resulting in minor revisions of the RFP.
3. ***Utilize an existing City fleet vehicle to be utilized as the Mobile Crisis Unit.*** This alternative is not recommended as funding for the vehicle purchase was previously approved as part of the 2021-23 financial plan and doing such would negatively impact operations of an existing City service.

ATTACHMENTS

- A – Draft Request for Proposals (RFP) MCU Mental Health Clinician
- B – Vehicle Quote, National Auto Fleet Group



**Notice Requesting Proposals for Mental Health Mobile Crisis Unit (MCU)
Mental Health Care Clinician**

The City of San Luis Obispo is requesting sealed proposals for services associated with the **MCU Mental Health Clinician**.

All firms interested in receiving further correspondence regarding this Request for Proposals (RFP) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>).

All firms interested in receiving further correspondence regarding this Request for Qualifications will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>).

All qualifications must be received via BidSync by the Department of Finance at or before **September 14, 2021** when they will be opened electronically in BidSync.

An optional pre-proposal conference will be held to answer any questions that the prospective proposers may have regarding the City's request for proposals.

Project packages and additional information may be obtained at the City's BidSync website at www.BidSync.com.

Please contact **Daniel Clancy** (dclancy@slocity.org) with any questions.

For technical help with BidSync please contact BidSync tech support at 800-990-9339.



The City of San Luis Obispo is committed to including disabled persons in all of our services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410.

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A. INTRODUCTION

On June 1, 2021, the City of San Luis Obispo Council leaders advanced a pro-active approach to addressing mental health across our community by adopting the 2021-2023 Major City Goals. In addition to expanding the City's Community Action Team, the City Council approved implementation of the City of San Luis Obispo's first Mobile Crisis Unit. The MCU consists of co-deployed Emergency Medical Technician (EMT) and Mental Health Clinician personnel, that serve as primary and secondary responders on calls for services involving persons suffering from a physical or mental health crisis.

The City of San Luis Obispo is seeking Contractor bids to staff the Mental Health Clinician component of an expanded MCU. The Mental Health Clinician will be responsible for providing on-site, mental health services including assessments, case management, rehabilitation services, crisis management, and coordination with/referral to other service providers. The Mental Health Clinician will need to deliver several therapeutic techniques, to homeless, transient, and other high-risk clients who have either/both severe mental health issues and substance abuse issues. This is a physically demanding role which requires assessments/services be administered in the field during response calls designated by dispatch or as identified by on-site observation during regular patrol duties.

B. SCOPE OF WORK

Contractor Requirements:

1. Maintain a Memorandum of Understanding with the City of San Luis Obispo to outline project agreements, expectations, resource commitments (e.g. computers, office supplies, communications equipment, etc.), schedules, and a proposed system of care; and
2. Employ mental health clinician(s) licensed (or registered as an intern) in California at the advanced clinical level (e.g. Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), to enable co-deployment with City personnel on the MCU. Ensure shift coverage on designated City Fire Department working shifts.

Mental Health Clinician Requirements:

1. Cover forty (40) hours per week on a flexible schedule (may include weekends, evenings, and on-call);
2. Primarily field outreach position, on occasion will support emergency service departments on specific mental health related incidents;
3. Adhere to safety protocols as established by Fire Department at scenes of behavioral health crises; adopt a blended approach to addressing both mental and physical ailments simultaneously;
4. Provide direct crisis intervention to individuals identified through dispatch calls for service or through observed need while on rotation in partnership with Emergency Medical Technicians (EMTs) assigned to MCU. Provide assessments and/or crisis counseling in first responder capacity;
5. Provide and participate in trainings on best practices based for service delivery. Coordinate training opportunities for SLO Fire Department counterparts and other City staff members several times per year as part of an ongoing training effort;
6. Conduct research/coordinate with similarly oriented teams to monitor ongoing development of best practices and/or lessons learned and adapt service provision;
7. Attend fire and EMS trainings and inform or train fire and EMS counterparts on best practices and evidence-based approaches for administering mental health services in the field;
8. Assess and interview potential clients to determine eligibility for services through local providers (County Behavioral Health programs, non-profit assistance, etc.) Assist individuals in connecting with appropriate services;

9. Document clinical activity presenting diagnostic and interview findings, clinical evaluations, and recommendations as a member of an interdisciplinary team;
10. Act in outreach capacity: Provide needed follow-up to support individuals previously contacted; Educate clients and families on diagnosis, prognosis, treatment, and rehabilitation process/options; Provide transportation to clients as needed to access appropriate services;
11. Coordinate care with other agencies, attend multi-disciplinary meetings to develop appropriate treatment and interventions, and provide as necessary for continuity of care; and
12. Follow all laws and regulations related to patient privacy (HIPPA), patient's rights, and compliance.

C. PROJECT SCHEDULE

Preliminary Schedule	Tasks
8/25/21	<ul style="list-style-type: none"> • Bid Released
9/14/21	<ul style="list-style-type: none"> • Bid Closed
9/21/21	<ul style="list-style-type: none"> • Evaluation of Responses
9/27/21	<ul style="list-style-type: none"> • Contract Execution and Award

D. PROJECT BUDGET

Not to exceed \$201,000 for a 2-year term.

E. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Proposals (RFP) project package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be submitted electronically via BidSync. However, if you can't submit electronic please send your bid copy in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested as the primary submitter in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
9. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.

CONTRACT PERFORMANCE

11. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
12. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.
13. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with all federal, state, county, city, and special district laws, ordinances, and regulations.
14. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
15. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
16. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
17. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
18. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
19. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
20. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United State pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
21. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

22. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
23. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30).
24. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done, and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
25. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
26. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
27. **Hold Harmless and Indemnification.**
- (a) **Non-design, non-construction Professional Services:** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable

legal fees, incurred in defense of such claims.

(b) **Non-design, construction Professional Services:** To the extent the Scope of Services involve a “construction contract” as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents (“City Indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Consultant’s performance or Consultant’s failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant’s performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City’s option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(c) **Design Professional Services:** In the event Consultant is a “design professional”, and the Scope of Services require Consultant to provide “design professional services” as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, volunteers and agents (“City Indemnitees”), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of Consultant, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. Negligence, recklessness or willful misconduct of any subcontractor employed by Consultant shall be conclusively deemed to be the negligence, recklessness or willful misconduct of Consultant unless adequately corrected by Consultant. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant’s performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City’s option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to Consultant under this paragraph exceed Consultant’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs.

(d) The review, acceptance or approval of the Consultant’s work or work product by any indemnified party shall not affect, relieve or reduce the Consultant’s indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

28. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

29. **Termination for Convenience.** The City may terminate all or part of this Agreement for any or no reason at any time by giving 30 days written notice to Contractor. Should the City terminate this Agreement for convenience, the City shall be liable as follows: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten (10) percent of the total purchase price; (b) for custom products, the less of a reasonable price for the raw materials, components work in progress and any finished units on hand or the price per unit reflected on this Agreement. For termination of any services pursuant to this Agreement, the City's liability will be the lesser of a reasonable price for the services rendered prior to termination, or the price for the services reflected on this Agreement. Upon termination notice from the City, Contractor must, unless otherwise directed, cease work and follow the City's directions as to work in progress and finished goods.
30. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the terminations thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of Section B (General Terms and Conditions) of these specifications, the contract will be awarded to the lowest responsible, responsive proposer.
2. **Sales Tax Reimbursement.**
For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the lowest responsible, responsive proposer.
3. **Labor Actions.**
In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the lowest responsible, responsive proposer and to accept the next acceptable low proposal from a proposer that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive proposer.
4. **Failure to Accept Contract.**
The following will occur if the proposer to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a proposer's bond or security is required; and an award may be made to the next lowest responsible, responsive proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Contract Term.**
The supplies or services identified in this specification will be used by the City for up to one year. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the proposer in its proposal.
6. **Contract Extension.**
The term of the contract may be extended by mutual consent for an additional one-year, and annually thereafter, for a total of four years.
7. **Supplemental Purchases**
Supplemental Purchases. Supplemental purchases may be made from the successful proposer during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the proposer shall not offer prices to the City in excess of the amounts offered to other similar customers for the same item. If the proposer is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.
8. **Contractor Invoices.**
The Contractor may deliver either a monthly invoice to the City with attached copies of detail invoices as supporting detail, or in one lump-sum upon completion.

9. **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.
10. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the proposer, and the City shall be the sole judge in making this determination.
11. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo by the successful proposer and received by the City within 90 days after authorization to proceed by the City.
12. **Start and Completion of Work.** Work on this project shall begin immediately after contract execution and shall be completed within 90 calendar days thereafter, unless otherwise negotiated with City by mutual agreement.
13. **Change in Work.** The City reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Contractor.
14. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
15. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.

PROPOSAL CONTENT

1. **Proposal Content.** Your proposal must include the following information:

Submittal Forms

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. References from at least three firms for whom you have provided similar services.

Qualifications

- d. Experience of your firm and those of sub-consultants in performing work and projects relevant to the Scope of Services outlined and described in the request.
- e. Statement and explanation of any instances where your firm or sub-consultant has been removed from a project or disqualified from proposing on a project.
- f. Once identified, the following information must be provided for individuals who would be assigned to this project:
 - Proof license or registration as intern in California at advanced clinical level:
 - Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC)
 - Resumes with corollary experience highlighted and specific roles in this project clearly described.

Work Program

- g. Detailed description of your approach to completing the work.
- h. Detailed schedule by task and sub-task for completing the work.
- i. Estimated hours for your staff in performing each phase and task of the work, including sub-consultants, so we can clearly see who will be doing what work, and how much time it will take.
- j. Detailed budget by task and sub-task for completing the work.
- k. Services or data to be provided by the City.
- l. Services and deliverables provided by the Consultant(s).
- m. Any other information that would assist us in making this contract award decision.
- n. Description of assumptions critical to development of the response which may impact cost or scope.

Proposal Length

- o. Proposal length should only be as long as required to be responsive to the RFP, including attachments and supplemental materials.

2. **Proposal Evaluation and Selection.** Proposals will be evaluated by a **review committee** and evaluated on the following criteria:

- a. Understanding of the work required by the City.
- b. Quality, clarity and responsiveness of the proposal.

- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- d. Recent team experience in successfully performing similar services.
- e. Creativity of the proposed approach in completing the work.
- f. Value
- g. Writing skills.
- h. References.
- i. Background and experience of the specific individuals managing and assigned to this project.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

- 3. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.
- 4. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
- 5. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
- 6. **Required Deliverable Products.** The Contractor will be required to provide:
 - a. One electronic submission - digital-ready original .pdf of all final documents. If you wish to file a paper copy, please submit in sealed envelope to the address provided in the RFP.
 - b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:

Word Processing:	MS Word
Spreadsheets:	MS Excel
Desktop Publishing:	InDesign
Virtual Models:	Sketch Up
Digital Maps:	Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff

- c. City staff will review any documents or materials provided by the Contractor and, where necessary, the Contractor will be required to respond to staff comments and make such changes as deemed appropriate.
- 7. **Attendance at Meetings and Hearings.** As part of the work scope and included in the contract price is attendance by the Contractor at up to [number] public meetings to present and discuss its findings and recommendations. Contractor shall attend as many "working" meetings with staff as necessary in performing work-scope tasks.
- 8. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SECTION G: FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, year] by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on [date], City requested proposals for [_____]

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said project;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until acceptance or completion of said project.

2. **INCORPORATION BY REFERENCE.** City RFP and Contractor's proposal dated [date] is hereby incorporated in and made a part of this Agreement and attached as Exhibit A. To the extent that there are any conflicts between the Contractor's fees and scope of work and the City's terms and conditions, the City's terms and conditions shall prevail, unless specifically agreed otherwise in writing signed by both parties.

3. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay, and Contractor shall receive therefore compensation Exhibit A. If there are installment payments? Contractor shall be eligible for compensation installments after completion of milestone Tasks -E as shown in the attached project schedule.

4. **CONTRACTOR/CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specifications.

5. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City	Name
	Dept.
	Address

Consultant	Name
	Title
	Address
	Address

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that everyone executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO:

By: _____
City Manager

APPROVED AS TO FORM:

CONSULTANT:

City Attorney

By: _____
Name of CAO / President
Its: CAO / President

SECTION H: INSURANCE REQUIREMENTS

Consultant Services

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability 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.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits 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.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

SECTION I: PROPOSAL SUBMITTAL FORM - *SAMPLE*

The undersigned declares that she or he:

- Has carefully examined RFP _____, which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.

q Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

	<i>Date</i>
--	-------------

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:_____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

■ ***Do you have any disqualification as described in the above paragraph to declare?***

Yes q No q

■ ***If yes, explain the circumstances.***

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Proposer Representative



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/15/2021

Quote ID: **28740**

Order Cut Off Date: **TBA**

Gus Vargas
City of San Luis Obispo
Fire Department
2160 Santa Barbara Ave
San Luis Obispo, California, 93401

Dear Gus Vargas,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Transit Connect Van (S7S) XL LWB w/Rear Symmetrical Doors,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$29,870.00	\$28,144.50	5.777 %	\$1,725.50
Tax (0.0000 %)		\$0.00		
Tire fee		\$8.75		
Total		\$28,153.25		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
992	ENGINE: 2.0L GDI I-4 GAS, -inc: auto start/stop technology and EcoMode, 80 Amp 800 CCA Heavy Duty Battery, (STD)
TRANSMISSION	
Code	Description
448	TRANSMISSION: 8-SPEED SELECTSHIFT AUTOMATIC, (STD)
PRIMARY PAINT	
Code	Description
Z2	FROZEN WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
CB	EBONY, CLOTH FRONT BUCKET SEATS, -inc: 6-way manual driver seat (fore/aft, up/down and lever recline) and 4-way manual passenger seat (fore/aft and lever recline) w/fold-flat back
AXLE RATIO	
Code	Description
___	AXLE RATIO: TBD, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
51C	80 AMP 800 CCA HEAVY DUTY BATTERY
64R	WHEELS: 16" ALUMINUM PAINTED DARK SPARKLE
61K	2ND ROW FIXED GLASS ON BOTH SIDES, -inc: steel mesh window guards
55A	REAR DOOR FIXED GLASS, -inc: normal tinted glass (2nd-row/rearward), Rear Window Wipers, Day/Night Rearview Mirror
58Z	RADIO: SYNC 3 W/O NAVIGATION, -inc: 6.5" LCD touch screen, AM/FM stereo receiver, SiriusXM satellite radio, 911 Assist, AppLink, Apple CarPlay compatibility, Android Auto compatibility and 2 smart-charging USB ports, Compass Display, Cruise Control
525	CRUISE CONTROL
96B	WIRELESS CHARGING
85D	BLIS (BLIND SPOT INFORMATION SYSTEM), -inc: cross-traffic alert, PowerFold Heated Exterior Mirrors w/Power Adjust, Power Front-Row Windows w/One-Touch Up/Down
OPTION PACKAGE	
Code	Description
100A	ORDER CODE 100A

2022 Fleet/Non-Retail Ford Transit Connect Van XL LWB w/Rear Symmetrical Doors

WINDOW STICKER

2022 Ford Transit Connect Van XL LWB w/Rear Symmetrical Doors		
CODE	MODEL	MSRP
S7S	2022 Ford Transit Connect Van XL LWB w/Rear Symmetrical Doors	\$26,175.00
OPTIONS		
992	ENGINE: 2.0L GDI I-4 GAS, -inc: auto start/stop technology and EcoMode, 80 Amp 800 CCA Heavy Duty Battery, (STD)	INC
448	TRANSMISSION: 8-SPEED SELECTSHIFT AUTOMATIC, (STD)	\$0.00
Z2	FROZEN WHITE	\$0.00
—	STANDARD PAINT	\$0.00
CB	EBONY, CLOTH FRONT BUCKET SEATS, -inc: 6-way manual driver seat (fore/aft, up/down and lever recline) and 4-way manual passenger seat (fore/aft and lever recline) w/fold-flat back	\$0.00
—	AXLE RATIO: TBD, (STD)	\$0.00
51C	80 AMP 800 CCA HEAVY DUTY BATTERY	INC
64R	WHEELS: 16" ALUMINUM PAINTED DARK SPARKLE	\$495.00
61K	2ND ROW FIXED GLASS ON BOTH SIDES, -inc: steel mesh window guards	\$190.00
55A	REAR DOOR FIXED GLASS, -inc: normal tinted glass (2nd-row/rearward), Rear Window Wipers, Day/Night Rearview Mirror	\$295.00
58Z	RADIO: SYNC 3 W/O NAVIGATION, -inc: 6.5" LCD touch screen, AM/FM stereo receiver, SiriusXM satellite radio, 911 Assist, AppLink, Apple CarPlay compatibility, Android Auto compatibility and 2 smart-charging USB ports, Compass Display, Cruise Control	\$595.00
525	CRUISE CONTROL	INC
96B	WIRELESS CHARGING	\$150.00
85D	BLIS (BLIND SPOT INFORMATION SYSTEM), -inc: cross-traffic alert, PowerFold Heated Exterior Mirrors w/Power Adjust, Power Front-Row Windows w/One-Touch Up/Down	\$575.00
100A	ORDER CODE 100A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$28,475.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,395.00
TOTAL PRICE		\$29,870.00
Est City: 24 MPG Est Highway: 27 MPG Est Highway Cruising Range: 426.60 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 2.0L GDI I-4 Gas -inc: auto start/stop technology and EcoMode, 80 Amp 800 CCA Heavy Duty Battery,
Transmission: 8-Speed SelectShift Automatic
Axle Ratio: TBD
GVWR: TBD
50-State Emissions System
Transmission w/SelectShift Sequential Shift Control
Front-Wheel Drive
80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection
150 Amp Alternator
1570# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
15.8 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Torsion Beam Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 16" Sparkle Silver-Painted Steel -inc: full wheel covers (non-locking lugs)
Tires: 215/55R16 97H XL AS
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Bumper
Black Bodyside Moldings
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Convex Spotter and Manual Folding
Light Tinted Glass
Rain Detecting Variable Intermittent Wipers
Fully Galvanized Steel Panels
Black Grille
Sliding Rear Doors
Split Swing-Out Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Perimeter/Approach Lights

ENTERTAINMENT

Radio: AM/FM w/Bluetooth -inc: 4.2" LCD multi-function display screen, 1 USB port and 4 front speakers
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
Streaming Audio
Integrated Roof Antenna

1 LCD Monitor In The Front

INTERIOR

Driver Seat
Passenger Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
Front Cupholder
Remote Keyless Entry w/Integrated Key Transmitter and Illuminated Entry
Manual Air Conditioning
Glove Box
Driver Foot Rest
Front Cloth Headliner
Cloth Door Trim Insert
Urethane Gear Shifter Material
Vinyl Front Bucket Seats -inc: 6-way manual driver seat (fore/aft, up/down, recline) and 4-way manual passenger seat (fore/aft, recline) w/fold-flat back
Full Floor Console w/Storage, Full Overhead Console w/Storage and 2 12V DC Power Outlets
Delay Off Interior Lighting
Front Only Vinyl/Rubber Floor Covering
Vinyl/Rubber Floor Trim
Cargo Space Lights
Tracker System
Driver And Passenger Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Driver And Front Passenger Armrests
Manual w/Tilt (driver Only) Front Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
2 12V DC Power Outlets

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Automatic Emergency Braking (AEB)
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

