

Jeff Gee, Mayor  
Lissette Espinoza-Garnica, Vice Mayor  
Alicia C. Aguirre, Council Member  
Kaia Eakin, Council Member  
Diane Howard, Council Member  
Elmer Martinez Saballos, Council Member  
Chris Sturken, Council Member



MEETING LOCATION  
CITY OF REDWOOD CITY  
COUNCIL CHAMBERS  
1017 Middlefield Road  
Redwood City, CA 94063  
[www.redwoodcity.org](http://www.redwoodcity.org)

Virtual via Zoom:  
[redwoodcity.zoom.us](https://redwoodcity.zoom.us)  
Meeting ID: 994 8182 5639

**JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY  
REGULAR MEETING AGENDA  
Monday, September 11, 2023  
6:00 PM**

**COUNCILMEMBER HOWARD PARTICIPATING REMOTELY VIA ZOOM  
FROM THE FOLLOWING LOCATION:  
164 Lorraine Circle  
W. Sayville, NY 11796**

***Please turn off all electronic devices before the start of the meeting to prevent disruptions***

**CONSISTENT WITH GOVERNMENT CODE SECTION 54953, THIS MEETING WILL BE HELD BOTH IN PERSON AND VIRTUALLY.** To maximize public safety while still maintaining transparency and public access, while the primary meeting takes place at the Redwood City meeting location, City Councilmembers and members of the public may attend in person at the Redwood City meeting location, at the teleconference location, or by Zoom or phone.

**PARTICIPATE IN THE MEETING REMOTELY:** City Council meetings will continue to be broadcast live to Redwood City residents on Astound Broadband cable Channel 26 and Comcast cable Channel 27, AT&T U-verse Channel 99 and streamed live via the City's website [www.redwoodcity.org](http://www.redwoodcity.org). To join the meeting via Zoom, visit [redwoodcity.zoom.us](https://redwoodcity.zoom.us), select "Join" and enter **Meeting ID 994 8182 5639**.

**PUBLIC COMMENT:** In-person speakers will be called first, followed by any virtual attendees.

To provide public comment via Zoom, visit [redwoodcity.zoom.us](https://redwoodcity.zoom.us), select "Join" and enter **Meeting ID 994 8182 5639**. Use the "Raise Hand" feature to request to speak. You may rename your profile if you wish to remain anonymous.

For dial-in comments, call \*67 (669) 900-6833 (your phone number will appear on the live broadcast if \*67 is not dialed prior to the phone number), enter **Meeting ID 994 8182 5639** and press \*9 to request to speak.

**All public comments are subject to a 2-minute time limit unless otherwise determined by the Mayor**

If you wish to submit written public comment, please send an email to the City Council at [council@redwoodcity.org](mailto:council@redwoodcity.org). Please indicate the corresponding agenda item number in the subject line of your email. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record, but will not be read during the Council meeting.

**AGENDA MATERIALS:**

City Council agenda materials, released less than 72 hours prior to the meeting, are available to the public at the City Clerk's Office, 1017 Middlefield Road and Redwood City Library, 1044 Middlefield Road, Redwood City, CA 94063, in a public binder at each City Council meeting, and on the City's website at [www.redwoodcity.org](http://www.redwoodcity.org).

**AMERICANS WITH DISABILITIES ACT:**

The City Council will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to Yessika Castro, Interim City Clerk, at 1017 Middlefield Road, Redwood City, CA 94063 or e-mail address ycastro@redwoodcity.org including your name, address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 24 hours before the meeting.

**THE CITY COUNCIL MEETING WILL CONCLUDE BY 11:00 P.M.  
UNLESS OTHERWISE EXTENDED BY COUNCIL VOTE**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE - Led by Council Member Aguirre**
4. **AB 2449 REQUESTS AND CONSIDERATIONS FOR MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE OR EMERGENCY CIRCUMSTANCES**
5. **PRESENTATIONS/ACKNOWLEDGEMENTS**
  - 5.A. **Proclamation recognizing National Suicide Prevention Month**
  - 5.B. **Proclamation recognizing Welcoming Week and Welcoming Star Award presented to Tito Alvarez and Familias Unidas**
  - 5.C. **Proclamation recognizing National Hispanic Heritage Month**
6. **PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST AND ITEMS NOT ON THE AGENDA**
7. **CONSENT CALENDAR** Page 8
  - 7.A. **Annual display of the Mexican National flag for the Fiestas Patrias celebration during National Hispanic Heritage Month**

**Recommendation:**

Adopt a resolution of the City Council of the City of Redwood City authorizing the display of the Mexican National flag for the Fiestas Patrias celebration during National Hispanic Heritage Month.

**CEQA:**

This is not a project under California Environmental Quality Act (CEQA)

**7.B. Application to the Local Agency Formation Commission (LAFCo) for Extension of Water Service to 715 Vernal Way (APN 068-053-240)**

Recommendation:

Adopt a resolution authorizing application to the Local Agency Formation Commission (LAFCo) requesting approval for extension of water services to 715 Vernal Way (APN 068-053-240) outside jurisdictional boundaries pursuant to Government Code Section 56133.

CEQA:

Categorically Exempt - Class 3. New construction or conversion of small structures

**7.C. Final Acceptance - Veterans Memorial Offsite Traffic Calming – Package One Project**

Recommendation:

By motion, accept the Veterans Memorial Offsite Traffic Calming – Package One Project, and authorize the release of bonds and retention according to City procedures.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.D. Response to San Mateo County Grand Jury Report: “Bike Safety in San Mateo County; Making Bicycling Safer in the County”**

Recommendation:

By motion, approve letter responding to San Mateo County Civil Grand Jury Report titled “Bike Safety in San Mateo County; Making Bicycling Safer in the County” and authorize the Mayor to execute and transmit the letter.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.E. Notification of the exigent use of military equipment (drone) not approved for use by Redwood City Police Department’s Military Equipment Use Policy during police activity on August 10, 2023**

Recommendation:

Receive notification of the exigent use of unapproved military equipment during police activity on August 10, 2023, as required by Police Department Military Equipment Use Policy Section 703.9.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.F. Approve Live Performance Agreement between the City of Redwood City and Zoppé Circus and related resolution establishing a temporary time limit on parking spaces in the Library parking lots**

Recommendation:

1. By motion, determine that due to the nature of the services, a competitive bidding process is not likely to serve the best interests of the City and the contract may be awarded without a competitive bidding process, and approve and authorize the City Manager to execute the Live Performance Agreement between the City of Redwood City and Zoppé Circus in an amount not to exceed \$383,000 (requires 5/7 vote); and
2. Adopt a resolution of the City Council of the City of Redwood City establishing a temporary one-hour time limit on the use of parking spaces in Library Lots A, B, and C.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.G. Award Main Library Boiler Replacement Project to Bay City Boiler and Engineering Company, Incorporated to replace inoperable equipment required to ensure proper heating of the Redwood City Downtown Library**

Recommendation:

By motion, approve and authorize the City Manager to execute the contract documents and award the standard form contract for the Downtown Library Boiler Replacement Project to Bay City Boiler and Engineering Company, Incorporated of Hayward, CA for their responsive and responsible low total bid of \$208,410; and authorize the City Manager or their designee to increase the contract amount, if necessary, up to 10% of the amount awarded in an amount not to exceed \$20,841 for a total amount of \$229,251.

CEQA:

Categorically Exempt - Class 1. Existing Facilities

**7.H. Agreement with Pump Repair Service Co. for annual storm pump maintenance and repair services to ensure functionality and readiness of storm pump operations for their intended use**

Recommendation:

By motion, approve and authorize the City Manager to execute a one-year agreement for services with Pump Repair Service Co. in an amount not to

exceed \$250,000, including City Manager authority to extend the Agreement for three additional two-year terms through 2030, for a total contract amount not to exceed \$1,750,000 for storm pump maintenance and repair services.

CEQA:

Categorically Exempt - Class 1. Existing Facilities

- 7.I. Waive second reading and adopt ordinance amending Chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to allow fees to be set by City Council resolution; no changes made to fee amounts**

Recommendation:

Waive the second reading and adopt an ordinance amending chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to authorize that fees be set by City Council resolution.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 7.J. Approve August 26, 2023 and August 28, 2023 City Council Minutes**
- 7.K. Approve claims and checks from September 11, 2023 to October 2, 2023 and the usual and necessary payments through October 2, 2023**

**8. BOARDS, COMMISSIONS AND COMMITTEES WORK PLANS Page 138**

- 8.A. Planning Commission Work Plan for FY 2023-2024 and FY 2024-2025**

Recommendation:

By motion, approve the proposed Planning Commission Work Plan for FY 2023-2024 and FY 2024-2025.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 8.B. Senior Affairs Commission Work Plan for FY 2023-2024 and FY 2024-2025**

Recommendation:

By motion, approve the Senior Affairs Commission Work Plan for Fiscal Year FY 2023-2024 and FY 2024-2025.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**9. PUBLIC HEARINGS - None**

**10. STUDY SESSIONS**

**Page 188**

**10.A. Vision Zero Program Progress Report Study Session**

Recommendation:

Receive an update on Vision Zero activities; no formal action will occur at this meeting.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**11. STAFF REPORTS**

**Page 203**

**11.A. Receive draft Automated License Plate Reader (ALPR) policy, receive public comment on the ALPR program in accordance with Civil Code § 1798.90.55(a), and approve purchase of 25 Flock Group, Inc. ALPR cameras for the City of Redwood City with a three-year service contract from Flock**

Recommendation:

1. Receive Redwood City Police Department’s Draft Automated License Plate Readers Policy and public comment on proposed Automated License Plate Reader program; and

2. By motion, approve and authorize the City Manager to execute an agreement to purchase 25 Automated License Plate Reader cameras from Flock Group, Inc. with installation and a three-year service agreement, covering the time period September 2023 to September 2026 for a not-to-exceed amount of \$243,750.00.

CEQA:

Categorically Exempt - Class 1. Existing Facilities

**11.B. Waive first reading and introduce an Ordinance revising the City’s Municipal Code Chapter 8A (Bingo Games) to comply with state law and provide for local regulations on bingo games in Redwood City**

Recommendation:

Waive first reading and introduce an ordinance of the City of Redwood City amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code regarding Bingo Permits.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**12. MATTERS OF COUNCIL INTEREST**

**12.A. City Council Member Report of Conferences and Meetings Attended**

**12.B. City Council Committee Reports**

**A. Finance/Audit Sub-Committee**

**B. Climate Action Sub-Committee**

**C. 101/84 Project Ad Hoc Committee**

**12.C. City Manager (Oral) Update**

**13. ADJOURNMENT** - The next City Council meeting is scheduled for October 2, 2023



## STAFF REPORT

### To the Honorable Mayor and City Council From the City Manager

**DATE:** September 11, 2023

#### **SUBJECT**

Annual display of the Mexican National flag for the Fiestas Patrias celebration during National Hispanic Heritage Month

#### **RECOMMENDATION**

Adopt a resolution of the City Council of the City of Redwood City authorizing the display of the Mexican National flag for the Fiestas Patrias celebration during National Hispanic Heritage Month.

#### **STRATEGIC PLAN GUIDING PRINCIPLE**

Communication and Community Building

#### **BACKGROUND**

Approximately 39% of the Redwood City community identifies as Hispanic or Latino. Community ties to Mexico are strong and Redwood City has three sister cities in Mexico: Aguililla, Ciudad Guzman, and Colima. Redwood City's Fiestas Patrias celebration, a celebration of many Latin cultures and Mexican independence, is scheduled for September 17, 2023. It is one of the largest and oldest Fiestas Patrias observances in the San Francisco Bay Area, with frequent attendance by the Consul General de Mexico.

In October 2020, the City Council of the City of Redwood City approved the addition of Equity as a Foundational Guiding Principle in the City's Strategic Plan. In December 2021, the City Council's Equity and Social Justice Sub-Committee identified National Hispanic Heritage Month as one of the cultural events that will be recognized by the City on an annual basis. In addition to proclamations in other years, the City Council has proclaimed September 15, 2023 through October 15, 2023 to be National Hispanic Heritage Month, in recognition and support of the Latinx community in Redwood City.

**ANALYSIS**

The City of Redwood City has an Administrative Policy that authorizes the display of flags upon approval of the City Council by resolution. Such authorization can be made in conjunction with official actions, ceremonial items, or proclamations of the City Council. The display of the Mexican National flag in recognition of the Latinx community on September 17, 2023 for the Fiestas Patrias celebration expresses the City Council’s official sentiment of recognition and support for the Latinx community.

The attached resolution (Attachment A) authorizes the display of the Mexican National flag during the Fiestas Patrias celebration to be held on September 17, 2023, and further authorizes the City Manager to display the Mexican National flag every September during the Fiestas Patrias celebration in conjunction with National Hispanic Heritage Month, at such City facilities identified in the proclamation.

**FISCAL IMPACT**

There is no fiscal impact associated with this resolution.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council could choose not to authorize display of the Mexican National flag during the Fiestas Patrias celebration in conjunction with National Hispanic Heritage Month.

**ATTACHMENTS**

Attachment A – Resolution of the City Council of the City of Redwood City Authorizing the Display of the Mexican National Flag for Fiestas Patrias During National Hispanic Heritage Month

Attachment B – Proclamation recognizing September 15, 2023 through October 15, 2023 as National Hispanic Heritage Month

**REPORT PREPARED BY:**

Veronica Ramirez, City Attorney  
vramirez@redwoodcity.org  
(650) 780-7200

**APPROVED BY:**

Melissa Stevenson Diaz, City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AUTHORIZING THE DISPLAY OF THE MEXICAN NATIONAL FLAG FOR THE FIESTAS PATRIAS CELEBRATION IN RECOGNITION OF HISPANIC HERITAGE MONTH**

**WHEREAS**, the City of Redwood City has adopted Administrative Policy No. 53 (the Flag Policy) that standardizes the manner in which the Flag of the United States of America, the Flag of the State of California, and other flags are to be displayed at Redwood City facilities; and

**WHEREAS**, the Flag Policy authorizes the display of flags other than the Flag of the United States of America, the Flag of the State of California, or other flags (Non-Governmental Flags) upon approval by the City Council by adoption of a resolution; and

**WHEREAS**, the adoption of a resolution authorizing the display of a Non-Governmental Flag is an expression of the City Council's official sentiments; and

**WHEREAS**, a resolution authorizing the display of a Non-Governmental Flag may be adopted in conjunction with official actions, ceremonial items, or proclamations of the City Council; and

**WHEREAS**, the City Council has proclaimed September to be Hispanic Heritage Month, in recognition and support of the Latinx community; and

**WHEREAS**, The City Council's official sentiment is that display of the Mexican National Flag, commonly associated with the Fiestas Patrias celebrated by the Latinx community, is an appropriate means of further recognizing and supporting the Latinx community as part of Hispanic Heritage Month; and

**WHEREAS**, in conjunction with the 2023 proclamation of September as Hispanic Heritage Month, the City Council desires the display of the Mexican National Flag on September 17, 2023, for the Fiestas Patrias celebration; and

**WHEREAS**, the City Council further desires the display of the Mexican National Flag every September for the Fiestas Patrias celebration, in conjunction with a proclamation declaring September to be Hispanic Heritage Month.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:**

**Section 1.** The foregoing recitals are true and correct, are hereby incorporated herein by this reference as if fully set forth in their entirety, and constitute findings in this matter.

**Section 2.** The City Council authorizes the display of the Mexican National Flag on September 17, 2023, for the Fiestas Patrias celebration as an expression of its official sentiment of recognition and support for the Latinx community.

**Section 3.** The City Council further authorizes and directs the City Manager or their designee to display the Mexican National Flag during the Fiestas Patrias celebration every September in conjunction with a proclamation declaring September 15 through October 15 to be Hispanic Heritage Month, at such City facilities identified in the proclamation.

**Section 4.** This resolution shall take effect immediately upon its adoption.

\* \* \*

## ***National Hispanic Heritage Month September 15, 2023 – October 15, 2023***

*WHEREAS, September 15 through October 15 is nationally recognized as National Hispanic Heritage Month, and the City of Redwood City recognizes that Hispanic heritage is American heritage, and we see that influence in almost every aspect of our lives; and*

*WHEREAS, each year, Americans observe National Hispanic Heritage Month by celebrating the histories, cultures and contributions of American citizens whose ancestors came from Mexico, Spain, the Caribbean and Central and South America; and*

*WHEREAS, the observation started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 through the legislative encouragement of Congressman Esteban Torres of California, to cover the period during which it is celebrated today; and*

*WHEREAS, in the words of famed Mexican designer, Marisol Peralta, “Your individuality is important, but so is belonging. Recognize the parts of your culture that have shaped your past, and the parts you want to carry with you into the future”; and*

*WHEREAS, as activist Dolores Huerta encouraged involvement, “We are needed. We have to be engaged and get ourselves elected to school boards and city councils. Si se puede!” and truly we have seen this locally many times over in the county, school boards, city councils, business community and influential activists all throughout our great community; and*

*WHEREAS, Hispanics and Latinx represent approximately 39% of Redwood City’s population, making it the second largest demographic in our community.*

*WHEREAS, the day of September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18, respectively; and*

*WHEREAS, the Latino Community Council of Redwood City has organized an annual Fiestas Patrias event on the third Sunday of September since 2008 to celebrate the independence of Mexico and other Latin American nations; and*

*WHEREAS, the City of Redwood City holds other events to honor Hispanic Heritage Month, such as the exhibit of Folklórico dresses from many regions of Mexico that will be displayed in the Downtown Library from September 15 to October 15.*

***NOW THEREFORE, BE IT RESOLVED THAT I, JEFF GEE, MAYOR OF REDWOOD CITY, on behalf of the City Council and the people of Redwood City, do hereby proclaim September 15, 2023 through October 15, 2023 “National Hispanic Heritage Month” in honor of the rich culture that Hispanic Americans have brought to the Redwood City community and in recognition of the indelible footprints of Latinx heritage in our daily lives.***

*BE IT FURTHER RESOLVED that in recognition of Hispanic Heritage Month, the Mexican National Flag will be displayed at Courthouse Square on Sunday, September 17 for the Fiestas Patrias celebration.*

*Date: September 11, 2023*



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 11, 2023

### **SUBJECT**

Application to the Local Agency Formation Commission (LAFCo) for Extension of Water Service to 715 Vernal Way (APN 068-053-240)

### **RECOMMENDATION**

Adopt a resolution authorizing application to the Local Agency Formation Commission (LAFCo) requesting approval for extension of water services to 715 Vernal Way (APN 068-053-240) outside jurisdictional boundaries pursuant to Government Code Section 56133.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Housing

### **BACKGROUND**

The owner has applied to the County of San Mateo to subdivide the 36,656 square feet parcel into two parcels. The City is currently providing water service to the existing parcel. The owner has requested a new water connection and service from the City of Redwood City for the new, subdivided parcel.



**715 Vernal Way – Project Location**

The City must receive LAFCo approval in order to provide water service to the subdivided Property. The parcel is located in the unincorporated part of San Mateo County, outside of Redwood City’s jurisdictional boundaries, but within the City’s sphere of influence and water service area.

#### **ANALYSIS**

The extension of water service outside jurisdictional boundaries is not a frequent occurrence. The occasional addition of a residential connection is not anticipated to have any significant impact on the City’s total water allotment.

Staff recommends the City request LAFCo’s approval to extend water service outside the City’s jurisdictional boundaries to 715 Vernal Way pursuant to Government Code Section 56133. LAFCo requires the City Council’s authorization, by resolution, of requests made for new services. The water service connection proposed for the subdivided parcel at 715 Vernal Way is subject to the following conditions and fees:

1. Property owner shall obtain LAFCo approval of the application for the proposed water service connection;
2. Property owner shall pay LAFCo fees;
3. After approval of the construction drawings by the San Mateo County Building Department and upon application for new water service, property owner shall pay all applicable City fees, including connection fees associated with providing proposed water service;
4. Property owner shall pay the City’s water service annexation fees;
5. Property owner shall install new water service lines;
6. Property owner shall be responsible for the design, construction, and connection of any water main modifications or extensions necessary to provide adequate flow for domestic use and fire

suppression, in accordance with City Code Section 38.26 and as determined by the City and the Fire Marshal within the local jurisdiction;

7. Property owner shall pay the fees for any construction permit in connection with improvements for new water service and shall pay associated costs for plan reviews and inspections;
8. Property owner shall obtain City encroachment permit for work relating to the water line connection;
9. Property owner shall adhere to all the review comments and conditions of service stated by the City; and
10. Property owner shall execute a Declaration of Restriction (Attachment B) and record it with the County of San Mateo.

#### **FISCAL IMPACT**

There is no fiscal impact to the City as a result of this action.

#### **ENVIRONMENTAL REVIEW**

This project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303(d) Class 3 (New Construction or Conversion of Small Structures), as it involves extension of water connection and service to the proposed subdivided parcel.

Furthermore, CEQA does not apply to this project because CEQA does not apply to ministerial projects; the proposed project is a ministerial project pursuant to Senate Bill 9 (California Government Code Section 66411.7).

#### **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda item being listed, at least 72 hours prior to the meeting.

#### **ALTERNATIVES**

The City Council may choose not to approve the application to LAFCo for the extension of service which would result in the denial of water connection and service to the proposed subdivided parcel.

#### **ATTACHMENTS**

Attachment A – Resolution

Attachment B – Declaration of Restriction

**REPORT PREPARED BY:**

Justin Lee, Assistant Engineer I  
justinlee@redwoodcity.org  
(650) 400-2773

**APPROVED BY:**

Jeff Schwob, Interim Community Development & Transportation Director  
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AUTHORIZING APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION REQUESTING APPROVAL FOR EXTENSION OF WATER SERVICES TO 715 VERNAL WAY (APN 068-053-240) OUTSIDE JURISDICTIONAL BOUNDARIES PURSUANT TO GOVERNMENT CODE SECTION 56133**

**WHEREAS**, the property located at 715 Vernal Way, APN 068-053-240 (the "Property"), Unincorporated San Mateo County, California is outside the jurisdictional boundaries of the City of Redwood City (the "City"), but inside the City's sphere of influence and water service area; and

**WHEREAS**, the County of San Mateo is processing an application for the construction of a new single-family home on the Property; and

**WHEREAS**, the County of San Mateo's approval of the building permits is conditioned upon the property owner obtaining a new water connection and service for the proposed residence from the City; and

**WHEREAS**, the property owner has requested that the City provide water services to the proposed single-family home on the Property; and

**WHEREAS**, the California Environmental Quality Act (CEQA) does not apply to this project because CEQA does not apply to ministerial projects; the proposed project is a ministerial project pursuant to Senate Bill 9 (California Government Code Section 66411.7). This project is also categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15303(d) (New Construction or Conversion of Small Structures).

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:**

1. The City Manager or their designee is hereby authorized to submit an application to the Local Agency Formation Commission ("LAFCo") requesting approval of an extension of the water service outside the City's jurisdictional boundaries, and within the City's sphere of influence and water service area to 715 Vernal Way, Unincorporated San Mateo County, California (APN 068-053-240) pursuant to California Government Code Section 56133 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

2. The water service connection proposed for the single-family residence at the property is subject to the following conditions and fees:

- a. LAFCo approval of the application for the proposed water service connection;
- b. Property owner's payment of LAFCo fees;
- c. After approval of the construction drawings by the San Mateo County Building Department and upon application for new water service, property owner's payment of all applicable Redwood City fees, including connection fees associated with providing proposed water service;
- d. Property owner's payment of the City's water service annexation fees;
- e. Property owner's installation of new water service lines;
- f. Property owner is responsible for the design, construction, and connection of any water main modifications or extensions necessary to provide adequate flow for domestic use and fire suppression, in accordance with City Code Section 38.26 and as determined by the City and the Fire Marshal within the local jurisdiction;
- g. Property owner shall pay the fees for any construction permit in connection with improvements for new water service and shall pay associated costs for plan review and inspections;
- h. Property owner shall obtain a City encroachment permit for work relating to the water line connection;
- i. Property owner shall adhere to all the review comments and conditions of service stated by the City; and
- j. Property owner shall execute a Declaration of Restriction and record it with the County of San Mateo.

3. The Local Agency Formation Commission (LAFCo) of San Mateo County is hereby requested to take proceedings in the manner provided by California Government Code Section 56133.

\* \* \*

**RECORDING REQUESTED BY AND  
AFTER RECORDING MAIL TO:**

**LOCAL AGENCY FORMATION COMMISSION  
455 COUNTY CENTER  
REDWOOD CITY, CA 94063**

**With a copy to:  
CITY CLERK  
CITY OF REDWOOD CITY  
P.O. BOX 391  
1017 MIDDLEFIELD ROAD  
REDWOOD CITY, CA 94064**

**APN: 068-053-240**

**SPACE ABOVE RESERVED FOR RECORDER'S USE  
Exempt from recording fee per Gov. Code § 27383.**

**DECLARATION OF RESTRICTION**

**THIS DECLARATION OF RESTRICTION** ("Declaration") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by the Property Owner(s), Todd Weidmer, ("Owner").

**WITNESSETH:**

**WHEREAS**, Owner owns all that certain real property situated in the County of San Mateo, State of California, commonly known as APN 068-053-240, 715 Vernal Way (the "Property"), as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Property is located outside the jurisdictional boundaries of the City of Redwood City, a charter city and municipal corporation of the State of California, ("City"), and not contiguous to the City's boundary, but within the City's Sphere of Influence as determined by the San Mateo County Local Agency Formation Commission (the "Commission"); and

**WHEREAS**, on September 11,, 2023, the City Council of the City adopted Resolution No. \_\_\_\_\_, authorizing the application by the City to the Commission requesting approval for extension of water service to serve a new single family residence on the Property pursuant to Government Code Section 56133 and in compliance with Redwood City Municipal Code Chapter 38 (Water System Regulations); and

**WHEREAS**, as a condition to said water service connection, the Commission required the Owner to evidence consent to annexation to City and waiver of protest to such annexation in the event the Property were to be proposed for annexation to City; and

**WHEREAS**, Owner desires to evidence such consent and waiver; and

**WHEREAS**, Owner understands that any future annexation to City is subject to any and all City rights and determinations, whether legislative, quasi-judicial, administrative, or however characterized, with respect to any proposed annexation of the Property to City.

**A G R E E M E N T:**

**NOW, THEREFORE, OWNER AGREES AS FOLLOWS:**

1. **CONSENT**. In the event that the Property shall be proposed for annexation to the City, Owner hereby consents to said annexation, and hereby waives Owner's rights to protest such annexation pursuant to the provisions of law governing such annexations.

2. **TAXES, OTHER CHARGES**. In the event annexation of the Property to City shall be duly approved by all agencies having jurisdiction thereof, Owner agrees that the Property shall be subject to any and all general, special, extraordinary, or additional taxes or assessments or any and all general, special extraordinary, or additional service charges, fees, or rates, levied against, imposed upon, or otherwise pertaining to the Property by any and all agencies, including the City, having jurisdiction thereof in the same fashion as other like property located within the territorial limits of City.

3. **SUCCESSORS**. This Declaration and all of the terms, conditions, covenants and declarations herein contained shall be binding upon, and shall inure to the benefit of, Owner, and Owner's administrators, heirs, assigns, and transferees.

4. **RUNS WITH THE LAND; RECORDATION**. This Declaration pertains to and shall run with the Property. Upon execution, this Declaration shall be recorded in the Official Records of San Mateo County.

5. **CAPTIONS**. Paragraph headings as used herein are for convenience only and shall not be deemed to affect the meaning or intent of the paragraph headed thereby.

*[Signature page follows]*

IN WITNESS WHEREOF, Owner has executed this Declaration the date and year first hereinabove written.

**OWNER**

\_\_\_\_\_  
Todd Weidmer, Owner

Date: \_\_\_\_\_

***[Signature must be notarized]***

**EXHIBIT "A"**  
**Legal Description**

All that certain property situated in the County of San Mateo, State of California, more particularly described as follows:

**BEING LOT 19 AND A PORTION OF LOT 10, BLOCK 401, AS SHOWN ON THAT CERTAIN MAP ENTITLED "HIGHLANDS OF EMERALD LAKE SUBDIVISION FOUR", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JANUARY 19, 1927 IN BOOK 15 OF MAPS AT PAGE(S) 11, 12, 13 AND 14, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 10, SAID POINT LYING ON THE NORTHEASTERLY LINE OF VERNAL WAY, AS SHOWN ON SAID MAP; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 31°45' 00" WEST 20.27 FEET TO THE INTERSECTION WITH A LINE WHICH LIES PARALLEL TO, AND 20.00 FEET, BY PERPENDICULAR MEASURE, NORTHWESTERLY OF, THE SOUTHEASTERLY LINE OF LAST SAID LOT 10; THENCE LEAVING SAID NORTHEASTERLY LINE OF VERNAL WAY, NORTHEASTERLY ALONG SAID PARALLEL LINE, NORTH 48° 53' 57" EAST 153.53 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 10; THENCE SOUTHEASTERLY ALONG LAST SAID LOT LINE, SOUTH 32°17' 20" EAST 20.24 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 10; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10, SOUTH 48° 53' 57" WEST 153.72 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE LOT LINE ADJUSTMENT RECORDED AUGUST 26, 1999 INSTRUMENT NO. 1999-147134 OF OFFICIAL RECORDS.**

**JPN: 068-005-053-02A AND 068-005-053-12A .**

APN 068-053-240



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 11, 2023

### **SUBJECT**

Final Acceptance - Veterans Memorial Offsite Traffic Calming – Package One Project

### **RECOMMENDATION**

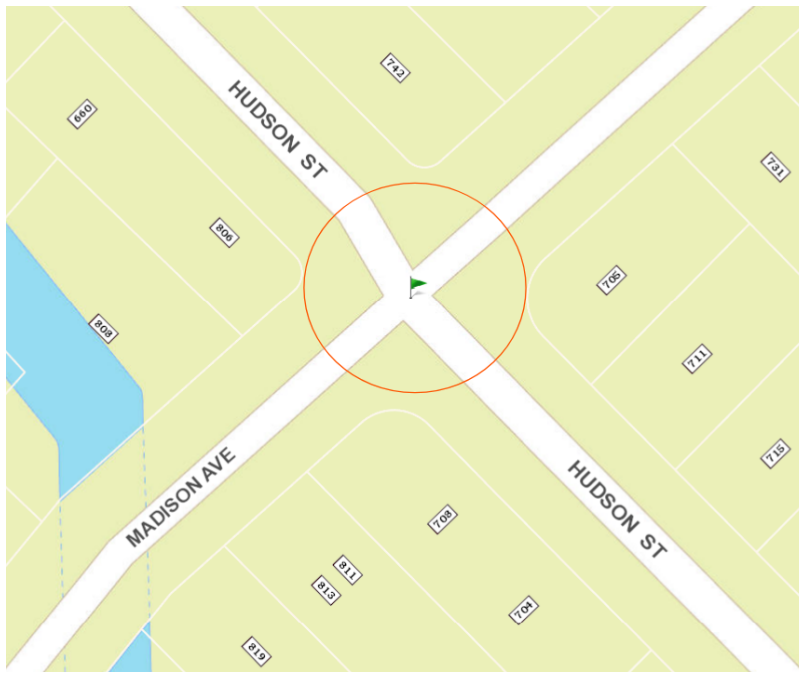
By motion, accept the Veterans Memorial Offsite Traffic Calming – Package One Project, and authorize the release of bonds and retention according to City procedures.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

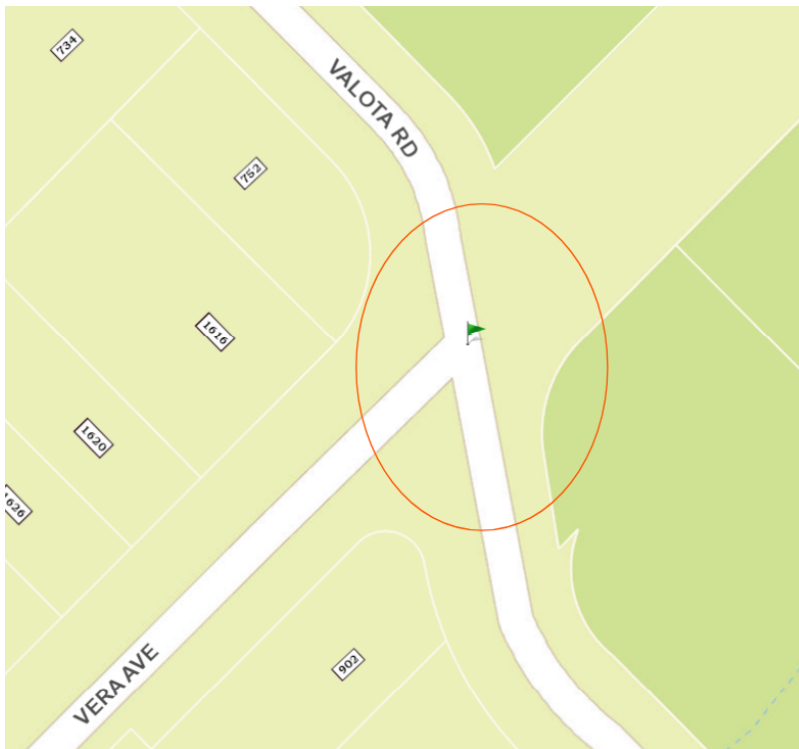
Transportation

### **BACKGROUND**

On December 20, 2021, the City Council awarded the Veterans Memorial Offsite Traffic Calming – Package One to Lewis and Tibbitts, Inc. of San Jose for their low bid of \$1,066,076.00. The project included improvements to two intersections, Hudson Street/Madison Avenue and Vera Avenue/Valota Road.



Hudson/Madison – Project Location Map



Vera/Valota – Project Location Map

**ANALYSIS**

Project construction began on March 28, 2022, and concluded on June 31, 2023.

At the intersection of Hudson Street and Madison Avenue, the contractor has installed the new bulb outs, new curb ramps, and new striping/signage replacing the prior traffic circle. The new traffic circle and medians have colored concrete to create additional contrast, along with reflective signage.



**Hudson/Madison intersection - Westerly Corner**

At the intersection of Vera Avenue and Valota Road, the contractor has installed the new medians, new bulb-outs, and new Rectangular Rapid Flashing Beacon (RRFB) systems for both crosswalks crossing Valota Road. The improvements implemented at this intersection are based on the revised design (see City Council update during the [October 3, 2022](#) City Council meeting).



**Vera/Valota intersection - Westerly side of Valota**

The revised design has reduced the scope of work compared to the original roundabout design and also reduced the project cost. The Engineering Division has inspected the work and has determined that the project has been completed in accordance with the Engineering Standards and improvement plans, and recommends acceptance of the improvements.

#### **FISCAL IMPACT**

Funding for this project was previously approved as a part of the sale of bonds to finance Phase One of the Veterans Memorial Building/Senior Center – YMCA project. The original contract amount was \$1,066,076.00 and the final contact amount is \$929,181.36, a 12.8% reduction in contract amount.

#### **ENVIRONMENTAL REVIEW**

Accepting the project and releasing bonds and retention is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. The City Council adopted a resolution certifying the Final Environmental Impact Report for the Veterans Memorial Building/Senior Center Project on December 16, 2019. The Mitigation, Monitoring and Reporting Plan were made part of the Project Documents to provide for the compliance with all CEQA guidelines.

#### **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council may choose not to accept the project or authorize the release of bonds and retention; however, this would be contrary to the terms of the contract, prior City Council action, and the Public Contracting Code.

**REPORT PREPARED BY:**

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(650) 780-5923

**APPROVED BY:**

Jeff Schwob, Interim Community Development & Transportation Director  
Melissa Stevenson Diaz, City Manager



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 11, 2023

### **SUBJECT**

Response to San Mateo County Grand Jury Report: "Bike Safety in San Mateo County; *Making Bicycling Safer in the County*"

### **RECOMMENDATION**

By motion, approve letter responding to San Mateo County Civil Grand Jury Report titled "Bike Safety in San Mateo County; *Making Bicycling Safer in the County*" and authorize the Mayor to execute and transmit the letter.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Excellence in Government Operations

### **BACKGROUND**

The California Penal Code provides for the formation of civil grand juries and their powers and duties. With respect to public agencies, grand juries are authorized to "Investigate and report upon the operations, accounts and records of the officers, departments, functions, and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit." (California Penal Code § 925a)

On July 10, 2023, the San Mateo County Civil Grand Jury released a report entitled, "Bike Safety in San Mateo County; *Making Bicycling Safer in the County*." The report notes that bicycle riding has become an ever more meaningful form of transportation, especially with the popularization of electronic or eBikes, and that the demand by County residents for safe micro-mobility solutions has soared. With that, the report investigates if San Mateo County and its municipalities are positioned to respond to safety concerns and to meet those demands. The report is included as Attachment A.

Within 90 days after the Grand Jury submits a report regarding the operations of any public agency, California Penal Code §933(c) provides the “Governing body of the public agency shall comment to the presiding judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body...”. The proposed response for the City of Redwood City is included as Attachment B.

**ANALYSIS**

The report presents nine Findings and makes seven Recommendations. The report instructs the City of Redwood City, among others, to respond to each Finding and Recommendation.

Staff has reviewed the Grand Jury’s Findings and Recommendations and has prepared a letter (Attachment B) for the Mayor’s signature that responds to the Grand Jury Report. The findings and recommendations, along with the City’s summary response are included in the charts below. More detail is included within the attached draft letter.

<b>FINDINGS</b>	<b>CITY RESPONSE</b>
<p><b>F1.</b> Bicycle policy and the approach to ensuring/improving bicycle safety is not consistent across San Mateo County due, at least in part, to:</p> <ul style="list-style-type: none"> <li>a. Topography</li> <li>b. Urban vs. suburban environments</li> <li>c. Types of bicyclists (commuter, recreational)</li> <li>d. Varying levels of enforcement of bicycle laws</li> <li>e. Differing knowledge of bicycle laws and safe practices.</li> </ul>	<p>The City agrees with the finding.</p>
<p><b>F2.</b> Bicycle ridership as an alternative means of transportation (e.g., commuting to work, school, or transit hubs, running errands) is not increasing due, at least in part, to perceived safety issues.</p>	<p>The City agrees with the finding.</p>
<p><b>F3.</b> Bicycle accidents and incidents (such as near misses) are underreported, if reported at all.</p>	<p>The City disagrees partially with the finding.</p>
<p><b>F4.</b> Only bicycle accidents or incidents that trigger a 911 call are consistently logged in the State (SWITRS) database and law enforcement agencies do not log bicycle accident data consistently.</p>	<p>The City disagrees partially with the finding.</p>
<p><b>F5.</b> The amount of enforcement of laws, as they pertain to bicyclists and how motorists and bicyclists interact, is inconsistent due to other priorities (e.g., criminal enforcement and general automobile traffic) and the requirement that a citation can generally only be written if the violation is witnessed by an officer.</p>	<p>The City agrees with the finding.</p>
<p><b>F6.</b> There is no official metric in San Mateo County and its cities to evaluate how safe it is to ride a bicycle.</p>	<p>The City disagrees partially with the finding.</p>

FINDINGS	CITY RESPONSE
<p><b>F7.</b> Bicycle safety education, for the bicyclist, pedestrians and motorists, is not consistently offered across San Mateo County.</p>	<p>The City agrees with the finding.</p>
<p><b>F8.</b> Communication between various entities with responsibility for bicycle safety, including Bicycle and Pedestrian Advisory Committees (BPACs), Law Enforcement, City Transportation Planning, and Public Works departments, is not formalized, resulting in inefficiencies, and missed opportunities (e.g., funding for improvements, shared bike safety education, or improving signage).</p>	<p>The City disagrees with the finding.</p>
<p><b>F9.</b> City Bicycle and Pedestrian Master Plans or Active Transportation Plans, have not been adopted/created by all SMC cities.</p>	<p>The City disagrees partially with the finding.</p>
RECOMMENDATIONS	CITY RESPONSE
<p><b>R1.</b> By December 2023, all law enforcement agencies and the County Sheriff should submit bicycle related data to SWITRS monthly, and regularly post and update their websites with all reported bicycle accident data.</p>	<p>The recommendation has not been implemented but will be implemented in the future.</p>
<p><b>R2.</b> By December 2023, all law enforcement agencies should begin sending warning letters to motorists for violations of the 3 ft. law.</p>	<p>The recommendation will not be implemented because it is not warranted or is not reasonable.</p>
<p><b>R3.</b> By June 3, 2024, all law enforcement agencies should provide a means for citizens to report bicycle-related incidents that are not currently reported to law enforcement, similar to the SMC Sheriff's Department Online Crime Reporting portal.</p>	<p>The recommendation will not be implemented because it is not warranted or is not reasonable.</p>
<p><b>R4.</b> By June 3, 2024 each city, town, and unincorporated SMC should offer a bike safety education program for riders and motorists about the laws and safety facts related to bicycles on the road.</p>	<p>The recommendation has been implemented.</p>
<p><b>R5.</b> By June 3, 2024, each city, town, and unincorporated SMC should update or generate a new Bicycle and Pedestrian Master Plan (or Active Transportation Plan) if their current plan is older than five years; consistent with the 2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan.</p>	<p>The recommendation has been implemented.</p>
<p><b>R6.</b> By June 3, 2024, each city, town, and the county should apply (or reapply) online to generate the Bicycle Friendly Community Report Card.</p>	<p>The recommendation has not been implemented but will be implemented in the future.</p>
<p><b>R7.</b> By February 1, 2024, the County should meet with cities within the County that are willing to participate, to consider establishing a regional effort that integrates the cities' bicycle plans and to discuss how the cities and County could work together to apply for grant opportunities as a region.</p>	<p>The recommendation has not been implemented but will be implemented in the future.</p>

**FISCAL IMPACT**

There is minimal fiscal impact to respond to the Grand Jury Report.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because responding to a report has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council may choose not to approve the response letter to the San Mateo Civil Grand Jury or may choose to approve a response letter with changes.

**ATTACHMENTS**

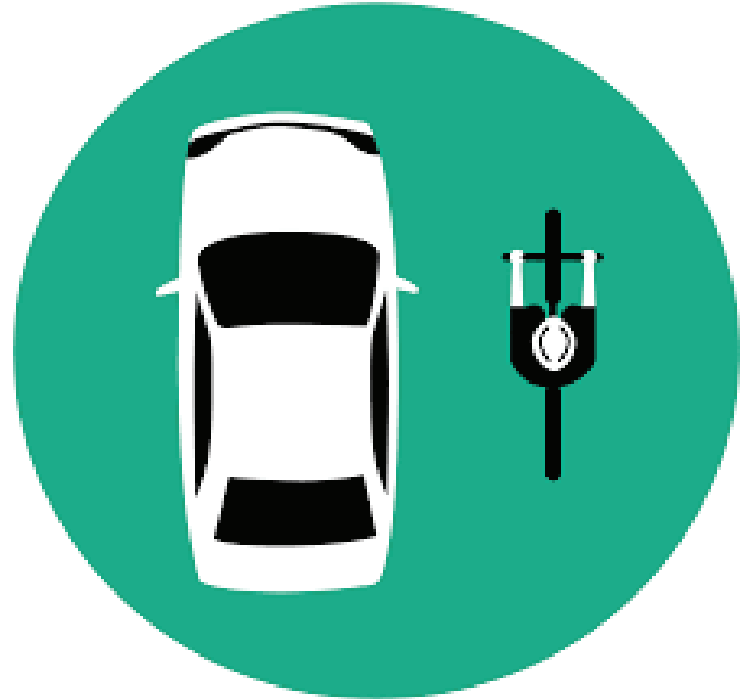
Attachment A – Civil Grand Jury Report  
Attachment B – City’s Response Letter

**REPORT PREPARED BY:**

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(650) 780-7305

**APPROVED BY:**

Melissa Stevenson Diaz, City Manager



# Bike Safety in San Mateo County

*Making Bicycling Safer in the County*

Release Date: July 10, 2023  
2022-23 San Mateo County Civil Grand Jury

*“Biking is one of the few activities that checks all the boxes at once — it’s active, practical, social, sustainable, stress-relieving, fun, and is a great family activity. Biking has the unique ability to elevate the mundane — it turns errands into adventures. More people on bikes keeps our streets safer, our air cleaner and our communities better connected.”* Sonia Elkes, 2021 Bike Champion of the Year for San Mateo County Bay Area Bike to Work Website

*“I often drive up Alpine Road near the Stanford golf course and I believe I would have a head-on crash with oncoming cars if I left a 3-foot margin between my car and the thoughtless bikers who ride out partially in the road. What is the best advice for that situation?”* Comment on [Bicyclists Can Now Report 3’ Rule Violations Online](#) in *The Almanac* 5/12/2023.

*“On the afternoon of Monday, April 10, bicyclist Lester Legarda was fatally struck by a driver on Cañada Road, a rural route popular among walkers, equestrians, and bicyclists. Details of the crash scene suggest that the collision speed was high. One solution to prevent future tragedies along Cañada is tantalizingly simple — reduce the 50-mph speed limit. Sure, drivers will likely continue to exceed the speed limit. But just like the paint on the road that defines where drivers are supposed to drive, posted speed limits set expectations for acceptable driver behavior.”* [Reduce the speed limit on Canada Road](#) *San Mateo Daily Journal* 04/20/23.

## **Bike Safety in San Mateo County: *Making Bicycling Safer in the County***

### **ISSUE**

As bicycle riding has become an ever more meaningful form of transportation, especially with the popularization of eBikes, the demand by County residents for safe micro-mobility solutions has soared. Are San Mateo County and its municipalities positioned to respond to safety concerns and meet those demands?

### **SUMMARY**

Whether for commuting or recreational purposes, residents in every jurisdiction of San Mateo County (SMC), as well as from the surrounding Bay Area counties, use bicycles. Because bicycles are widely available, for some the only mode of getting to and from work and jobs, and ridden in every jurisdiction, bicycle safety has become an increasingly important issue for SMC and its cities and towns. Without greater focus on bike safety, the number of riders will remain low, because people will avoid bicycling when they don't feel safe. The benefits of increasing bicycle riding are important to all residents of San Mateo County: reducing motor vehicles, healthy lifestyle and an inexpensive form of transportation. Accordingly, San Mateo County, and its cities and towns have a responsibility to make it safe for drivers and pedestrians, as well as bicyclists.

Due to differences in terrain, population density, and existing infrastructure, the 20 different municipalities and the unincorporated portions of the County have differing bicycle safety needs and requirements. Some cities are very hilly, making commuting to work, school, or transit stations nearly impossible. Others are more urban and accommodate many more commuting bicyclists. The County also has some areas that are primarily recreational biking destinations and areas that accommodate both commuting bicyclists and recreational bicyclists. As a result, each community also assigns a different level of importance to bicycle safety relative to other issues, such as crime, motor vehicle safety and public works improvement projects. And education and enforcement about bicycle laws varies from one jurisdiction to another.

Despite the differences among the jurisdictions, there are several commonalities. One is that cities and law enforcement do not consistently maintain records about bicycle near misses, accidents, or complaints; data is neither broadly available nor consistently maintained. Another commonality is that government entities focused on bicycling and/or improving bicycle safety do not communicate and collaborate with each other often enough, if at all. This makes it difficult to get accurate information on the number and severity of incidents and gauge how safe it is to bicycle in San Mateo County. Without data, and communication among the municipalities, San Mateo County and its cities and towns lose out on available state and local funding to improve bicycle safety through physical improvement projects.

To improve bicycle safety and thereby increase ridership, San Mateo County and its cities and towns need to:

1. Create effective ways to educate bicycle riders and motorists about bicycle rules of the road to enhance predictability.
2. Develop consistent communications among government organizations responsible for bike safety (e.g., between law enforcement and public works).
3. Conduct enforcement details in each jurisdiction to ensure enforcement leads to education.
4. Collect accurate data about accidents and incidents that is crucial to supporting and justifying grant applications and funding from State and local agencies for physical improvements to infrastructure for bicyclists (e.g., connectivity of bicycle routes from one city to another), needed signage, and other engineering improvements.

## BACKGROUND

Why is bike safety an important topic?

Statistically, the safer a person feels riding a bike, the more likely they will use it as regular transportation; both as a commuter and a recreational user.

Fifty-three percent of Americans worry about being hit by a motor vehicle when riding a bicycle; 47% say they would be more likely to ride a bike if pathways were physically separated from motor vehicles.<sup>1</sup>

However, bicycle accident statistics, though better than in 1998, averaged 231 fatalities and injuries over the last ten years. The average was 203 fatalities the last three years, but the drop includes the pandemic shutdown and more people working from home. The source of the recent data is the California Statewide Integrated Traffic Records System (SWITRS<sup>2</sup>) database, managed by the California Highway Patrol. All law enforcement agencies are required to submit accident data to the database on a regular basis.

A 2002-2003 SMC Civil Grand Jury titled, *Bike Safety in San Mateo County*<sup>3</sup>, questioned whether San Mateo County and the cities adequately consider and support safe bicycle travel? At that time, it was estimated that 46% of Americans bicycle for pleasure and 300,000 County residents bicycle at least occasionally. Commuting by bicycle was less than 1% in the County.

That year's Grand Jury found that bicycle infrastructure for safe travel needed improvement, but funding was an issue. It also found that communication and planning between the county and the cities on bicycle projects and safety could be improved. And that throughout SMC, bicycle safety was not a high priority. The primary recommendation of the report was the county, and all cities should develop a long-term strategic bicycle and safety plan.

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<sup>1</sup> People for Bikes: <https://www.peopleforbikes.org/news/building-for-tomorrow>

<sup>2</sup> <https://iswitrs.chp.ca.gov/Reports/jsp/logout.do>

<sup>3</sup> [https://www.sanmateocourt.org/court\\_divisions/grand\\_jury/2002reports.php?page=02SMC-Bicycle.html](https://www.sanmateocourt.org/court_divisions/grand_jury/2002reports.php?page=02SMC-Bicycle.html)

A few things have changed since then.

Over the years, the focus of cities and the county on improving bike and pedestrian forms of transportation has increased:

- Bicycle maps and routes are now generally available online.
- The City/County Association of Governments (C/CAG) updated their San Mateo County Comprehensive Bicycle and Pedestrian Plan in 2011<sup>4</sup> and 2021<sup>5</sup>.
- California enacted Assembly Bill 1358, **California Complete Streets Act of 2008**<sup>6</sup>, requiring all cities and counties to include complete streets policies as part of any substantial revision to the circulation element of their general plans; and cities and the County have adopted these complete streets policies, noting these policies in their Bicycle and Pedestrian Master Plans, or Active Transportation Plans.
- SMC and most of its municipalities have created and consistently upgraded their Bicycle and Pedestrian Master Plans.
- Unincorporated San Mateo County has created an Active Transportation Plan<sup>7</sup> (Active Transportation is a term often used to cover walking, bicycling, and other motorized devices as a primary mode of transportation).
- C/CAG, Unincorporated SMC and some cities have created Bike and Pedestrian Advisory Committees to address active transportation improvements, safety issues, and other citizen related requests.

Meanwhile, the number of bicyclists in San Mateo County has not increased since 2002, according to the California Household Travel Survey, which is regularly used for data on the number of bicyclists in a community, but is restricted to commuting.

The 2002 and 2012 surveys showed only 1% of SMC's population rides bicycles as a form of transportation. Looking at the various municipalities' Bicycle and Pedestrian Master Plans, and the surveys and counts discussed in the plans, bicycle commute ridership still hovers at approximately 1% within SMC.

It is important to note that the number of people in SMC using bicycles in lieu of a car has not increased in 20 years. This is in contrast to the estimated number of recreational bicyclists (46%) in SMC, who also use streets and bicycle paths and expect a safe ride<sup>8</sup>.

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<sup>4</sup> [https://ccag.ca.gov/wp-content/uploads/2014/07/CBPP\\_Main-Report\\_Sept2011\\_FINAL.pdf](https://ccag.ca.gov/wp-content/uploads/2014/07/CBPP_Main-Report_Sept2011_FINAL.pdf)

<sup>5</sup> [https://ccag.ca.gov/wp-content/uploads/2021/05/6\\_A1\\_San-Mateo-County-Comprehensive-Bicycle-and-Pedestrian-Plan-Update-Final-Plan.pdf](https://ccag.ca.gov/wp-content/uploads/2021/05/6_A1_San-Mateo-County-Comprehensive-Bicycle-and-Pedestrian-Plan-Update-Final-Plan.pdf)

<sup>6</sup> [http://www.leginfo.ca.gov/pub/07-08/bill/asm/ab\\_1351-1400/ab\\_1358\\_bill\\_20080930\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/07-08/bill/asm/ab_1351-1400/ab_1358_bill_20080930_chaptered.pdf)

<sup>7</sup> <https://www.smcsustainability.org/livable-communities/active-transportation/unincorporated-smc-active-transportation-plan/>

<sup>8</sup> [https://ccag.ca.gov/wp-content/uploads/2021/05/6\\_A1\\_San-Mateo-County-Comprehensive-Bicycle-and-Pedestrian-Plan-Update-Final-Plan.pdf](https://ccag.ca.gov/wp-content/uploads/2021/05/6_A1_San-Mateo-County-Comprehensive-Bicycle-and-Pedestrian-Plan-Update-Final-Plan.pdf)

However, even with roadway and signage improvements over the past 20 years, there is much San Mateo cities and the county can do to improve bicycle safety.

## DISCUSSION

The merits of bicycle riding may seem self-evident, but a wide range of research reveals often surprising benefits to local economies, personal health, the environment, traffic congestion, and pedestrian safety that are unique to bicycle friendly communities.

### Health Benefits

Bicycle riding contributes to both physical and mental health. Regular exercise such as cycling can help prevent heart issues<sup>9</sup> such as stroke, heart attack, high blood pressure, and may also help prevent and manage type 2 diabetes.<sup>10</sup> Riding a bicycle is good for cognitive health and emotional well-being and can ease feelings of stress, depression, or anxiety.<sup>11</sup>

All in all, bicycling for only 30 minutes a day reduces a person's chances of diabetes, dementia, depression, colon cancer, cardiovascular disease, anxiety and high blood pressure by 40 percent or more.<sup>12</sup>

The World Health Organization has found that "If every adult EU citizen walked or cycled for 15 extra minutes per day, we'd have 100,000 fewer people dying prematurely, each year."<sup>13</sup>

### Environmental Benefits

Among the most obvious benefits of cycling is its benign effects on the environment. A solo driver in an average car releases about 1.1 pounds of CO<sub>2</sub> per mile.<sup>14</sup> A standard compact to midsize car that travels 12,000 miles will emit 11,000 pounds of CO<sub>2</sub>.<sup>15</sup> The average car produces about 1.3 billion cubic yards of polluted air over the course of its lifespan plus worn tire particles, brake wear, and the emissions from other materials in the car also contribute to air pollution.<sup>16</sup> Recent research in Europe found that traveling by bicycle instead of by car once a day decreases your transportation carbon footprint by 67%.<sup>17</sup>

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<sup>9</sup> <https://www.hopkinsmedicine.org/health/wellness-and-prevention/exercise-and-the-heart>

<sup>10</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4942105/>

<sup>11</sup> <https://www.psychologytoday.com/us/blog/minding-the-body/201505/bicycling-can-sharpen-your-thinking-and-improve-your-mood>

<sup>12</sup> [https://www.exerciseismedicine.org/assets/page\\_documents/EIMFactSheet\\_2014.pdf](https://www.exerciseismedicine.org/assets/page_documents/EIMFactSheet_2014.pdf)

<sup>13</sup> <https://ecf.com/news-and-events/news/walking-and-cycling-reduce-congestion>

<sup>14</sup> <https://www.sharetheroad.ca/what-are-the-environmental-traffic-congestion-benefits-of-cycling--s16223>

<sup>15</sup> <https://www.treehugger.com/cars-are-causing-air-pollution-we-breathe-new-study-finds-4856825>

<sup>16</sup> <https://www.scholaradvisor.com/essay-examples-for-college/bicycle-helps-reduce-air-pollution/>

<sup>17</sup> <https://www.sciencedirect.com/science/article/pii/S1361920921000687>

## Traffic

As active transportation choices like walking and bicycling gain attention and popularity, researchers are beginning to investigate the role these travel modes can play in reducing traffic congestion.<sup>18</sup> Studies show that measures taken to promote bicycling and walking have a positive effect on congestion.

Research in Washington, DC identified a causal effect of the presence of a bike-share station on traffic congestion. The result is a 2-to-3% reduction in traffic congestion that can be attributed to the bike-share station within the sample.<sup>19</sup>

## Economic Benefits

Among the more surprising findings is the positive economic impact from an increase in bicycle usage but studies show that the bicycle-related economy creates jobs, economic activity, and cost savings.<sup>20</sup>

Bicycle trails and facilities have a positive, statistically significant impact on home values; a 2006 study in Minneapolis found that the median home values rose \$510 for every quarter mile they were located closer to an off-street bikeway.<sup>21</sup>

Indianapolis' Cultural Trail, an 8-mile network of separated bike and pedestrian lanes, has reinvigorated a number of struggling business districts and sparked a whopping \$1 billion in increased property values.<sup>22</sup>

And in an era when streets and sidewalks across the county are in various states of disrepair, bicycle projects can significantly reduce the cost of maintaining and expanding our transportation systems.<sup>23</sup> Even protected bicycle lanes are "dirt cheap to build compared to road projects," says Gabe Klein, a partner at Fontinalis, a venture capitalist firm founded by Ford Motor Co. Chairman Bill Ford. Cities everywhere need to be more efficient about the money they spend to move people. "We need to get more use from the streets we already have."

Research indicates that investments in cycling infrastructure generate more jobs per dollar spent than investments in road-only infrastructure; cycling projects create a total of 11.4 local jobs for each \$1 million spent while road-only projects create 9.6 jobs per \$1 million.<sup>24</sup>

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<sup>18</sup> <https://kawarthanow.com/2019/01/17/reduce-traffic-congestion-bikes-can-do-that>

<sup>19</sup> <https://www.resources.org/archives/commentary-does-bicycle-infrastructure-reduce-traffic-congestion/>

<sup>20</sup> <https://railyards.com/blog/7-benefits-of-bike-friendly-communities>

<sup>21</sup> <https://smartcity.press/bicycle-infrastructure-in-smart-city/>

<sup>22</sup> <https://indyculturaltrail.org/2015/07/23/economic-impact-figures-released/>

<sup>23</sup> <https://www.aarp.org/livable-communities/getting-around/info-2016/why-bicycling-infrastructure-is-good-for-people-who-dont-ride-bikes.html>

<sup>24</sup> <https://www.sharetheroad.ca/what-are-the-environmental-traffic-congestion-benefits-of-cycling--s16223>

Bicycle friendly communities are important to millennial job seekers and functional bicycle infrastructures help companies attract talent. “States and cities are competing for the most mobile generation ever and so the job creators and the innovators are really pushing for these amenities.”<sup>25</sup>

### **Safety**

The most comprehensive study of bicycle and road safety to date finds that building safe facilities for cyclists is one of the biggest factors in road safety for everyone. Bicycling infrastructure -- specifically, separated and protected bike lanes -- leads to fewer fatalities and better road-safety outcomes for all road users.<sup>26</sup>

Davis, CA was the first city to gain “platinum” status by the League of American Bicyclists and is often referred to as the “bicycle capital of America.” From 1996 to 2007, Davis only had nine fatal road crashes. Despite having the largest percentage of bike commuters in the United States, none of these accidents involved a bicyclist. With a fatal crash rate of less than 1.5 per 100,000 residents, far fewer people are killed on Davis’ roads than in the U.S. as a whole, which averaged 14.5 fatalities per 100,000 residents.

Portland, OR, another platinum bicycling city, saw a nearly 50% decrease in road fatalities as it increased its bicycle mode share from 1.2% in 1990 to 5.8% in 2000. Bike friendly communities are safer for all road users, no matter what type of transportation is being used.

### **Social Benefits**

Finally, bicycle riding as an alternative to car travel is associated with a number of social benefits, including increased social interaction, social networks, and social capital.<sup>27</sup> A bicycle rider has a completely different relationship with their environment than those who are cocooned in their cars.

When communities invest in bicycle infrastructure, everyone benefits. Overall, bicycle commuters are healthier and bicycle-friendly streets are safer for everyone on the road. Bicycle friendly communities reap economic benefits including more retail activity and increased home values. The evidence is clear: bicycling brings big benefits to communities who embrace it.

### **Status Today**

Twenty years after the first San Mateo Grand Jury report, significant gaps remain in jurisdictions’ approach to bicycle safety:

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<sup>25</sup> <https://railyards.com/blog/7-benefits-of-bike-friendly-communities>

<sup>26</sup> [https://www.cnu.org/sites/default/files/marshallw\\_cnu18.pdf](https://www.cnu.org/sites/default/files/marshallw_cnu18.pdf)

<sup>27</sup> <https://www.peoplepoweredmovement.org/benefits-of-biking-walking/>

- San Mateo County and its municipalities’ characteristics make it difficult to create a consistent approach to bicycle safety.
- The use of bicycle safety education as a tool to increase safety for bicyclists and motorists is underutilized Countywide.
- Communication and coordinated planning across city lines is the exception, rather than the norm. Reporting of bicycle-related incidents is inconsistent throughout the county.
- Enforcement of bicycle laws, for motorists and bicyclists, is inconsistent and not prioritized.

### **Bicycle Safety in San Mateo County Cities**

Each city and town in San Mateo County is unique and has a different relationship with bicycle use and safety. These variations include:

- Topography
- Objectives and priorities re bicycles and ridership
- Safety Perception
- Infrastructure
- Impact of eBikes
- Role of enforcement in bicycle safety.

For example:

**Woodside and Portola Valley:** Woodside and Portola Valley are hill communities with narrow roads. Woodside has a very active Circulation Committee which keeps a close eye on large bicycling events in the community and Portola Valley is focused on managing bicyclists on the weekend. But in both cases, the communities concentrate on ensuring quality of life for residents. They both see mostly recreational bicyclists. Woodside has invested as much as \$1 million to ensure a “safe route to school” for the children. However, the communities don’t make a strong effort to track riders or accidents. In both communities the Sheriff’s Office, which is their policing arm, enforces rules at some problem locations, but not regularly.

**Hillsborough:** Hillsborough is a relatively insular community by nature of its location and topography. It has no commercial districts and is, to a large degree, rather hilly. The view on bicyclists is very much a neighborhood view: meaning the expectation is that if there are problems with bicyclists they are brought up by members of the neighborhoods. The primary focus on any kind of organized bicycling safety activity is efforts to teach children bicycle safety and safe routes to school at the beginning of the school year.

**Belmont:** Until quite recently, the City has been completely focused on ensuring that the community is comfortable for single family dwellings. However, areas close to El Camino Real are more commercial and have denser housing. The community now has both recreational and commuting bicyclists using the roads. While Belmont does have a bicycle master plan and holds an annual bike safety program for children and teenagers,

more needs to be done. The City needs to obtain funding from external Federal, State and County sources to do more.

**Half Moon Bay:** Possibly more than any other community in San Mateo County, Half Moon Bay has a sophisticated, complex relationship with bicyclists. On the one hand, Half Moon Bay attracts many visitors -- both vacationers and visitors from other Bay Area communities; and on the other hand, it has a robust population of residents who use their bicycles to get to work, school, and stores. Moreover, while Half Moon Bay has many surface streets, it is dominated by Highways 1 and 92 which have many challenging safety issues. As a result, the community has a bicycle master plan that focuses on bicycle safety and traffic planning. Despite this very proactive approach, the City deals with sometimes devastating safety issues. However, it appears that concern for bicycle safety is shared by many of the participants in the community.

**San Mateo:** The City of San Mateo updated its bicycle master plan in 2020. As a result, the City has focused on a variety of contemporaneous issues. These include working to develop a roadway network which could accommodate both bicycles and other types of active transportation. The City believes that it still skews toward recreational bicycling but is finding that more people want to use bicycles as a way of getting around. The master plan covers some education issues such as safe routes to school and safe bicycling for seniors. The plan does not talk about safety per se but addresses it from the vantage point of education. Though the City is focused on these matters it still recognizes that there's more education to be done about the rules of the road for bicyclists.

**Unincorporated San Mateo County:** Large areas of San Mateo County are small towns, private land, and open space, bisected, primarily, by two lane roads and highways. To address bicycle safety in these areas, the county created the Unincorporated San Mateo County Bicycle and Pedestrian Committee. Though there is no explicit Bicycle and Pedestrian Master Plan, they do contribute to the SMC Active Transportation plan. The Committee makes recommendations regarding bicycle and pedestrian related grants, but expressed frustration with money not being shared equitably. Additionally, the Committee inputs bicyclist's feedback. They are concerned with the number of incidents between motorists and bicyclists that are not addressed by law enforcement. The Committee has been working with the County Sheriff to address the problem.

These are just a few examples of San Mateo County and its municipalities' approach to bicycle safety. But because the communities are so diverse, thinking about bicycle safety needs to be broad-minded.

### **Bicycle Safety Education in SMC: Not just for cyclists**

Since bicycle safety is crucial to encouraging bicycle usage, it follows that bicycle safety education is an essential component of the bicycle safety equation.

According to the US Department of Transportation: “Educating people about safe bicycling and walking, enforcing laws that make it easier and safer for people to bicycle and walk, and encouraging people to bicycle and walk, may help increase walking and bicycling activity, especially when combined with infrastructure improvements.”<sup>28</sup>

Moreover, as noted on the National Highway Traffic Safety Administration’s Bicycle Safety web page, “A large percentage of crashes can be avoided if motorists and cyclists follow the rules of the road and watch out for each other.”<sup>29</sup>

In San Mateo County, much of the focus on bicycle safety and bicycle safety education is focused on ensuring safe routes to schools for children. Several communities, as detailed below, have much more comprehensive approaches to bicycle safety education in their Bicycle and Pedestrian Master Plans. Here are some examples:

- **Burlingame (Excerpt from the Bicycle and Pedestrian Master Plan)**

Policy 11: Educate people walking, bicycling, and driving, and the general public about roadway safety and the benefits of bicycling and walking.

11.1: Support the continuation and expansion of bicycle safety education programs such as those taught by Silicon Valley Bicycle Coalition and the San Mateo County Office of Education.

Policy 12: Encourage Burlingame public schools to participate in the Safe Routes to School program organized by the San Mateo County Office of Education.

- **Brisbane’s Master Bicycle and Pedestrian Plan examples:**

“Policy 4.A.5: Provide support for programs that educate drivers, bicyclists and pedestrians about their rights and responsibilities, as well as traffic education and safety programs for adults and youth.”

“Programs support bicycling and walking by providing encouragement to those considering bicycling and walking, education for motorists, bicyclists, and pedestrians about safe and appropriate sharing of streets and roads, and enforcement of traffic laws that help ensure the safety of vulnerable road users.”

- **County Sheriff:**

The San Mateo County Sheriff’s office publishes a pamphlet, *Bicycle Safety*<sup>30</sup>, on the California Vehicle Code sections related to bicycle safety. One City, Woodside, references this document, which could be used by all cities, schools and police

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<sup>28</sup> [https://safety.fhwa.dot.gov/ped\\_bike/ped\\_focus/docs/fhwasa17050.pdf](https://safety.fhwa.dot.gov/ped_bike/ped_focus/docs/fhwasa17050.pdf)

<sup>29</sup> <https://www.nhtsa.gov/road-safety/bicycle-safety>

<sup>30</sup> [https://www.woodsidetown.org/sites/default/files/fileattachments/community/page/33495/bicycle\\_safety.pdf](https://www.woodsidetown.org/sites/default/files/fileattachments/community/page/33495/bicycle_safety.pdf)

departments to improve bicycle safety education. However, the document is not available on the SMC Sheriff website.

- **City of San Mateo:**

San Mateo has some support for bicycle use and safety on its City website. The pages are listed in the table below.

EXISTING		
Support Program	Description	Webpage
Bicycle Webpage	There is brief text about bike routes and using a bike with public transport on the City’s webpage	<a href="http://www.cityofsanmateo.org/2125/Parking-and-Transportation">http://www.cityofsanmateo.org/2125/Parking-and-Transportation</a>
Bicycle Education Events	The city’s Public Works Department hosts an annual bike rodeo	<a href="http://www.cityofsanmateo.org/3736/Bike-Rodeo">http://www.cityofsanmateo.org/3736/Bike-Rodeo</a>

**Moving to Excellent Bike Safety Education in all SMC Cities**

Overall, the approach to bicycle safety education in SMC communities is inconsistent. Several of the master plans recognize that bicycle safety education is about teaching motorists and cyclists of all ages about the guidelines for bicycle safety. Other communities either don’t focus much on education or are focused exclusively on “Safe Routes to School”.

Nonetheless, there are a handful of programs identified in the table below that creatively address bicycle safety, which San Mateo County and its municipalities should consider adopting.

<b>RECOMMENDED FOR ALL SMC CITIES</b>		
<b>Support Program</b>	<b>Description</b>	<b>Webpage</b>
Establish child and adult education programs	Identify and implement education programs for children and adults that build bicyclists' confidence, done in coordination with the Parks and Recreation Department, Police or Local Schools.	<a href="https://www.portlandoregon.gov/transportation/article/565224">https://www.portlandoregon.gov/transportation/article/565224</a>  <a href="http://www.cityofsanmateo.org/2125/Parking-and-Transportation">http://www.cityofsanmateo.org/2125/Parking-and-Transportation</a>
Establish Safe Routes to School Funding	Establish a stable funding source for Safe Routes to School programming	<a href="https://www.metro.net/projects/sr_ts/fund-your-program">https://www.metro.net/projects/sr_ts/fund-your-program</a>
Implement and promote demonstration projects	Implement short-term, high-visibility bicycle demonstration or 'pop-up' projects to serve as models that can be applied throughout the city. Market bicycle safety.	<a href="https://transportation.bellevuewa.gov/UserFiles/Servers/Server_4779004/File/Transportation/Publications/PBII_Demo%20Bikeway%20Brochure_20180205.pdf">https://transportation.bellevuewa.gov/UserFiles/Servers/Server_4779004/File/Transportation/Publications/PBII_Demo%20Bikeway%20Brochure_20180205.pdf</a>
Provide safety education program for users of all modes	Provide safety education programs or communications campaigns for people driving, bicycling, walking, and using micro mobility devices that encourage safe travel behaviors.	<a href="http://www.pedbikeinfo.org/">http://www.pedbikeinfo.org/</a>
Create a robust bicycling webpage	Develop and maintain a content rich mobility webpage(s) on the County/City website and communicate how to reach city destinations by bike, on foot or on micro-mobility devices. Include information on these transportation options.	<a href="https://www.metro.net/riding/go-bike">https://www.metro.net/riding/go-bike</a>  <a href="http://www.cityofsanmateo.org/2125/Parking-and-Transportation">http://www.cityofsanmateo.org/2125/Parking-and-Transportation</a>

### **Bicycle & Pedestrian Master Plans and Advisory Committees: Planning Across the County**

The 2002 SMC Grand Jury Report recommended that all municipalities create Bicycle and Pedestrian Master Plans. As a best practice, the municipalities were encouraged to form Bicycle and Pedestrian Advisory Committees.

To date, almost all San Mateo County jurisdictions or cities have Bicycle and Pedestrian Master Plans, or Active Transportation Plans. Most, if not all of these plans, align with recommendations from the 2011 C/CAG's San Mateo County Comprehensive Bicycle and Pedestrian Plan. The 2021 update of C/CAG's plan enhances and adds to the 2011 C/CAG San Mateo County plan, but most of the cities and towns have not updated their plans to be consistent with the 2021 plan. (See Appendix D for a complete list of San Mateo County's Bicycle & Pedestrian Master Plans.)

The cities' bicycle and pedestrian master plans help each city by identifying strategies to improve bicycle and pedestrian safety. The plans recommend improvements for roadway connectivity for bicyclists and pedestrians, within each city as well as with neighboring cities. Numerous plans reference the Silicon Valley Bicycle Coalition and the League of American Bicyclists (LAB) as organizations that have certified instructors for bicycle safety education. At least several of the plans also discuss the LAB Bicycle Friendly Community Report Card to which five SMC cities and San Mateo County belong. The plans list potential State and Federal funding for projects that improve safety and roadway connectivity and make clear the importance of annually evaluating and tracking progress against objectives.

However, in SMC, County committees and municipalities do not always work together to generate consistent plans that meet C/CAG's goal for a Countywide bicycle backbone. Though C/CAG does have an advisory committee which includes representatives from municipalities, it does not have control over what individual municipalities decide to do regarding grant applications, infrastructure projects for better bicycle and pedestrian safety and education initiatives. If the municipalities endeavored to work together to prioritize projects and programs that are consistent with C/CAG's priorities, it would benefit all of San Mateo County, especially with respect to providing north-south connectivity between municipalities.

#### **Metrics: If you don't measure it, you can't improve it.**

One important measure of bicycle safety is arriving safely at a destination. This is usually reflected in the negative; that is, the number of fatalities and injuries during a calendar year versus the number of successful bicycle trips.

In San Mateo County, the cities and county rely heavily on data supplied to the California Highway Patrol (CHP) to state the number of fatalities and injuries. The CHP then maintains a database, SWITRS (California Statewide Integrated Traffic Records System), which is accessible

to the public. And, UC Berkeley maintains a website, TIMS<sup>31</sup> (Transportation Injury Mapping System), which can further refine the raw data from SWITRS.

However, relying on this data to evaluate Bicycle Safety is problematic.

Law enforcement agencies in the County submit their bicycle accident data to SWITRS based on incidents that result in fatality or injury. However, there are bicycle accidents resulting in injury which don't make it into SWITRS because law enforcement is not called. Some examples are bicyclists being forced off the road by motor vehicles, collision near misses and, of course, bicyclist error. Consequently, the actual number of bicycle accidents is underreported and, more importantly, the list of accident locations is not complete. Cyclists that have an incident that does not involve either the police or the fire department do not have a consistent means to log their experience. That data goes unreported. And this goes both ways; there is no means for a motorist to complain about bicycle riders' unsafe behavior.

Countywide there is no uniform metric to measure Bicycle Safety. Without such a measure, it's impossible to assess progress while building infrastructure, enforcing laws, and educating everyone in safety principles.

An obvious metric is bicycle accidents as recorded by SWITRS and online reports, but there is another metric which evaluates the complex equation that results in safe bicycling: ***Bicycle Friendly America Certification***<sup>32</sup>.

The League of American Cyclists is a national organization dedicated to creating "safer roads, stronger communities and a Bicycle Friendly America for everyone." This is a grassroots organization dedicated since 1880 to protecting the right to safe and enjoyable bicycling. A valuable achievement of this organization is establishing the Bicycle Friendly America (BFA) certification for cities and counties. This consists of a very detailed application<sup>33</sup> that a city or county official fills out to get a comprehensive rating of bicycle safety. BFA defines bicycle safety using 5 E's:

- Equity and Accessibility: A bicycle-friendly America for everyone
- Engineering: Creating safe and creative places to ride and park
- Education: Giving people of all ages and abilities the skills and confidence to ride
- Encouragement: Creating a strong bike culture that welcomes and celebrates bicycling
- Evaluation and Planning: Planning for bicycling as a safe and viable transportation option [Note that Enforcement, a common element in the 5 E's of safety, is not included in the BFA definition.]

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<sup>31</sup><https://tims.berkeley.edu/summary.php?showArea=city&expandTables=false&injury=3&yearRange=3&showMap=crashes>

<sup>32</sup> <https://bikeleague.org/bfa/>

<sup>33</sup> <https://bicyclefriendly.secure-platform.com/a/organizations/main/home>

The application covers the BFA 5 E's and investigates what it calls the 10 building blocks of a Bicycle Friendly Community (BFC). Finally, the rating includes steps to reaching the next level of excellence. Oakland in 2022, for example, received a GOLD rating Report Card<sup>34</sup> having been BRONZE in 2010 and SILVER in 2014. The following cities and SMC have received the following ratings:

- Menlo Park<sup>35</sup>: GOLD: 2017
- Redwood City<sup>36</sup>: BRONZE: 2016
- San Carlos<sup>37</sup>: BRONZE: 2016
- San Mateo<sup>38</sup>: BRONZE: 2016
- South San Francisco<sup>39</sup>: BRONZE: 2018
- San Mateo County<sup>40</sup>: BRONZE: 2016

The BFC Report Card is a valuable metric that all cities and the County should make use of. If SMC cities develop the information necessary to answer objective and comprehensive questions about bicycle safety, each jurisdiction would have a consistent metric that can be used to measure bicycle safety progress across the County.

### **Law Enforcement and Bicycle Safety**

Laws regarding the operation of bicycles are in the California Vehicle Code (CVC), but in general, bicycles are governed by the same rules of the road as motor vehicles.

SMC law enforcement organizations are concerned that there is currently no way for them to track bicycle, pedestrian, and vehicle accidents, from near misses to actual contact, that did not require police involvement. And, even if an incident or infraction is reported, an officer may or may not go out to speak with the complainant.

Other than the initial report, there is no single repository in SMC to store and retrieve information regarding bicycle-related citations or enforcement of bicycle law so it can be used in the future.

And perhaps most importantly, the enforcement of laws, regarding motorists and bicyclists, is inconsistent due to competing priorities and the requirement that a citation requires an incident be witnessed by an officer.

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<sup>34</sup> [https://bikeleague.org/sites/default/files/bfareportcards/BFC\\_Fall\\_2022\\_ReportCard\\_Oakland\\_CA.pdf](https://bikeleague.org/sites/default/files/bfareportcards/BFC_Fall_2022_ReportCard_Oakland_CA.pdf)

<sup>35</sup> [https://bikeleague.org/sites/default/files/bfareportcards/BFC\\_Fall\\_2017\\_ReportCard\\_Menlo\\_Park\\_CA.pdf](https://bikeleague.org/sites/default/files/bfareportcards/BFC_Fall_2017_ReportCard_Menlo_Park_CA.pdf)

<sup>36</sup> [https://bikeleague.org/sites/default/files/bfareportcards/BFC\\_Spring\\_2016\\_ReportCard\\_Redwood\\_City\\_CA.pdf](https://bikeleague.org/sites/default/files/bfareportcards/BFC_Spring_2016_ReportCard_Redwood_City_CA.pdf)

<sup>37</sup> [https://bikeleague.org/sites/default/files/bfareportcards/BFC\\_Fall\\_2016\\_ReportCard\\_San\\_Carlos\\_CA.pdf](https://bikeleague.org/sites/default/files/bfareportcards/BFC_Fall_2016_ReportCard_San_Carlos_CA.pdf)

<sup>38</sup> [https://bikeleague.org/sites/default/files/bfareportcards/BFC\\_Fall\\_2016\\_ReportCard\\_San\\_Mateo\\_CA.pdf](https://bikeleague.org/sites/default/files/bfareportcards/BFC_Fall_2016_ReportCard_San_Mateo_CA.pdf)

<sup>39</sup> [https://bikeleague.org/sites/default/files/bfareportcards/BFC\\_Fall\\_2018\\_ReportCard\\_South\\_San\\_Francisco\\_CA.pdf](https://bikeleague.org/sites/default/files/bfareportcards/BFC_Fall_2018_ReportCard_South_San_Francisco_CA.pdf)

<sup>40</sup> [https://bikeleague.org/sites/default/files/bfareportcards/BFC\\_Spring\\_2016\\_ReportCard\\_San\\_Mateo\\_County\\_CA.pdf](https://bikeleague.org/sites/default/files/bfareportcards/BFC_Spring_2016_ReportCard_San_Mateo_County_CA.pdf)

### **Conflicting Priorities**

Law enforcement prioritizes assets based on the needs of the community, as well as their operating budget, when it comes to providing services. While public and political prioritization of bicycle safety issues may come up from time to time, calls for service are always prioritized. This results in minimal officer resources dedicated to bicycle safety.

Police forces will:

- Focus resources or staff on bicycle safety, if there is an uptick in accidents at a particular location, citizen requests/calls, or requests from a jurisdiction’s public works or traffic departments to focus on certain locations; or
- Provide teams to schools and special events for bicycle safety education
- Much less often, assign their police officers to bicycle safety duty exclusively (some police departments do have officers that patrol on bicycles).

In addition, law enforcement agencies do not always enforce eBike laws, but this is mostly due to the popularity of eBikes being ahead of law enforcement policies.

Because of these conflicting priorities, and limited staff, enforcement of bicycle laws pertaining to motorists as well as bicyclists appears to be underreported.

### **Policing Bicycles and eBikes**

Law enforcement departments in the county are very aware of the importance of bicycle safety. Common sense says people generally want the streets to be safe for motor vehicles which translates to most officer resources going to motor vehicle enforcement.

It’s possible that safer bicycle riding could lead to fewer cars and free up police resources for more pressing issues.

### **The New 3’ Law for Motorists and Bicycles**

In January 2023, California amended the California Vehicle Code (CVC). The new law (AB. 1909) requires all motorists to give a bicyclist three feet of clearance when passing on the left-hand side of the bicyclist or (depending on the width of the road) reduce speed appropriately, when passing. (See CVC: 21750 (b) (c) (d)). This is particularly crucial on narrow two-lane roads where there are many reports of bicyclists being forced off the road or hit by motor vehicles.

Hampering the situation is the requirement that a citation can only be written if the incident is witnessed by the officer. With the advent of helmet-worn cameras, cyclists have attempted to record these incidents with the hope that the recording can be used as “visual evidence”. But this evidence, post incident, cannot be used to issue a citation.

The San Mateo County Sheriff’s Department recently announced it will allow the public to submit these incidents on the Sheriff’s website.<sup>41</sup> These reports have since resulted in the

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<sup>41</sup><https://www.almanacnews.com/news/2023/05/12/bicyclists-can-now-report-3-foot-rule-violations-online-in-san-mateo-county>

department sending a violation letter to the offending motorist; this is not a citation. However, only incidents that occur in unincorporated San Mateo County, Woodside, Portola Valley, San Carlos, Half Moon Bay, and Millbrae can use this online resource.

### **Citations vs. Reprimands for Education Purposes:**

It is at the officer's discretion, when addressing a law infraction, to issue a citation or give a reprimand. One advantage of a reprimand is that it creates an opportunity to educate. With officers focusing on education, these brief encounters, cumulatively, can do a lot to improve bicycle safety, for bicyclists and motorists. But only if these reprimand stops are recorded officially can an accurate picture of bicycle safety be established.

### **FINDINGS**

F1. Bicycle policy and the approach to ensuring/improving bicycle safety is not consistent across San Mateo County due, at least in part, to:

- a. Topography
- b. Urban vs. suburban environments
- c. Types of bicyclists (commuter, recreational)
- d. Varying levels of enforcement of bicycle laws
- e. Differing knowledge of bicycle laws and safe practices.

F2. Bicycle ridership as an alternative means of transportation (e.g., commuting to work, school, or transit hubs, running errands) is not increasing due, at least in part, to perceived safety issues.

F3. Bicycle accidents and incidents (such as near misses) are underreported, if reported at all.

F4. Only bicycle accidents or incidents that trigger a 911 call are consistently logged in the State (SWITRS) database and law enforcement agencies do not log bicycle accident data consistently.

F5. The amount of enforcement of laws, as they pertain to bicyclists and how motorists and bicyclists interact, is inconsistent due to other priorities (e.g., criminal enforcement and general automobile traffic) and the requirement that a citation can generally only be written if the violation is witnessed by an officer.

F6. There is no official metric in San Mateo County and its cities to evaluate how safe it is to ride a bicycle.

F7. Bicycle safety education, for the bicyclist, pedestrians and motorists, is not consistently offered across San Mateo County.

F8. Communication between various entities with responsibility for bicycle safety, including Bicycle and Pedestrian Advisory Committees (BPACs), Law Enforcement, City Transportation Planning, and Public Works departments, is not formalized, resulting in inefficiencies, and missed opportunities (e.g., funding for improvements, shared bike safety education, or improving signage).

F9. City Bicycle and Pedestrian Master Plans or Active Transportation Plans, have not been adopted/created by all SMC cities.

### **RECOMMENDATIONS**

R1. By December 2023, all law enforcement agencies and the County Sheriff should submit bicycle related data to SWITRS monthly, and regularly post and update their websites with all reported bicycle accident data.

R2. By December 2023, all law enforcement agencies should begin sending warning letters to motorists for violations of the 3 ft. law.

R3. By June 3, 2024, all law enforcement agencies should provide a means for citizens to report bicycle-related incidents that are not currently reported to law enforcement, similar to the SMC Sheriff's Department Online Crime Reporting portal.

R4. By June 3, 2024 each city, town, and unincorporated SMC should offer a bike safety education program for riders and motorists about the laws and safety facts related to bicycles on the road.

R5. By June 3, 2024, each city, town, and unincorporated SMC should update or generate a new Bicycle and Pedestrian Master Plan (or Active Transportation Plan) if their current plan is older than five years; consistent with the 2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan.

R6. By June 3, 2024, each city, town, and the county should apply (or reapply) online to generate the Bicycle Friendly Community Report Card.

R7. By February 1, 2024, the County should meet with cities within the County that are willing to participate, to consider establishing a regional effort that integrates the cities' bicycle plans and to discuss how the cities and County could work together to apply for grant opportunities as a region.

### **REQUEST FOR RESPONSES**

Pursuant to Penal Code Section 933.05, the Civil Grand Jury requests responses from the San Mateo County Board of Supervisors, County Sheriff and all 20 cities and towns' governing bodies for each Finding and Recommendation.

The governing bodies should be aware that their comments or responses must be conducted subject to the Brown Act's notice, agenda, and open meeting requirements.

### **RESPONSE REQUIREMENTS**

California Penal Code Section 933.05, provides (emphasis added):

- (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall report one of the following:

- (1) The respondent **agrees** with the finding.
  - (2) The respondent **disagrees** wholly or partially with the finding; in which case the response **shall specify the portion of the finding that is disputed and shall include an explanation of the reasons, therefore.**
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been implemented, **with a summary regarding the implemented action.**
  - (2) The recommendation has not been implemented, but will be implemented in the future, **with a timeframe for implementation.**
  - (3) The recommendation requires further analysis, **with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.**
  - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation, therefore.**

## METHODOLOGY

The Grand Jury used a variety of tools to obtain information regarding bicycle riding and safety in San Mateo County:

- **Documents:** The Bike and Pedestrian Master Plans that cities use to explain approaches to planning, prioritizing projects, and re-engineering their communities to make riding and walking easier and safer. These documents came with a variety of titles:
  - Bike and Pedestrian Master Plans
  - Active Transportation Plans
  - Micro-Mobility Plans
  - Transportation Plans
- **Internet:** Almost all the historical and current information (including the availability of documents) regarding bicycle safety came from internet searches. Information from those searches was verified.
- **Survey:** The Grand Jury sent a survey in December 2022 using Google Forms to understand whether the cities believe eBikes were an issue in their communities. The results helped in defining the broader issue of bicycle safety.
  - The survey questions and results are in Appendix A.
  - Participants: The survey was sent to all the cities in SMC and, specifically, the City Managers. Many chose to have the chief of police of their city fill out the survey. Two cities did not respond to the survey.
- **Interviews:** The survey helped the Grand Jury develop a list of individuals for interviews. The questions for the interview came as a result of the investigation's pivot to the state of bicycle safety in San Mateo County as a general topic.
  - Participants:
    - Cities: Belmont, Daly City, Half Moon Bay, Hillsborough, Pacifica, Portola Valley, San Mateo, Woodside
    - Unincorporated San Mateo County
    - Police Departments: Burlingame, Foster City, Hillsborough, Redwood City, South San Francisco
    - Sheriff of SMC
    - BPACs: CCAG, Unincorporated SMC
    - CyclistVideoEvidence.com: Craig Davis

## GLOSSARY

3 ft. Rule – Motorists must yield at least 3 feet between their vehicle and a bicyclist on all roadways. This rule was amended by State legislation through Assembly Bill 1909, approved by the Governor in 2022, and commencing January 2024. Additionally, this bill requires a vehicle that is passing or overtaking a vehicle to move over to an adjacent lane of traffic, as specified, if one is available, before passing or overtaking the bicycle.

Active Transportation - A means of getting around that is powered by human energy, primarily walking and bicycling.

BFA – Bike Friendly America. A program sponsored by the League of American Bicyclists to evaluate communities with respect to their support for bicycling. As of December 2022, 501 communities are certified.

BFC – Bike Friendly Community. A Bike Friendly Awards Report Card that is given to a community that applies for a ranking (i.e., Bronze, Silver, Gold, Platinum).

BPAC – Bicycle and Pedestrian Advisory Committee

CATSIP – California Active Transportation Safety Information Pages. An online resource for improving pedestrian and bicycle safety in California. This site is administered by UC Berkeley Safe Transportation Research and Education Center (SafeTREC)<sup>42</sup>. Funding for this program was provided by a grant from the California Office of Traffic Safety<sup>43</sup>, through the National Highway Traffic Safety Administration (NHTSA).

C/CAG – City County Association of Governments of San Mateo County

Bicycle Roadways

- Bike paths (Class I): also termed shared-use or multi-use paths, are paved rights-of-way for exclusive use by bicyclists, pedestrians and those using non-motorized modes of travel. They are physically separated from vehicular traffic and can be constructed in roadway rights-of-way or exclusive rights-of-way. Bike paths provide critical connections in the city where roadways are absent or are not conducive to bicycle travel.
- Bike lanes (Class II): are defined by pavement striping and signage used to allocate a portion of a roadway for exclusive or preferential bicycle travel. Bike lanes are one-way facilities on either side of a roadway. Whenever possible, bike lanes should be enhanced with treatments that improve safety and connectivity by addressing site-specific issues, such as additional warning or wayfinding signage.
- Bike routes (Class III): provide shared use with motor vehicle traffic within the same travel lane. Designated by signs, bike routes provide continuity to other bike facilities or designate preferred routes through corridors with high demand. Whenever possible, bike

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<sup>42</sup> <http://safetrec.berkeley.edu/>

<sup>43</sup> <http://www.ots.ca.gov/>

routes should be enhanced with treatments that improve safety and connectivity, such as the use of "Sharrows" or shared lane markings to delineate the road as a shared-use facility.

- Cycle tracks (Class IV): Also referred to as protected bikeways, are exclusive bike facilities that combine the user experience of a separated path with the on-street infrastructure of a conventional bike lane. A cycle track is physically separated from motor traffic and distinct from the sidewalk. The separation may be in the form of posts, parked cars or a combination of both.

eBike – motorized bicycle that comes in three different classes:

- Class I: Bicycle equipped with a motor that aids only when pedaling and ceases when 20 mph is reached.
- Class II: Same capability as a Class 1 eBike with a throttle-actuated motor. No pedaling required when operated with the throttle.
- Class III: Bicycle equipped with a motor that aids only when pedaling and ceases when 28 mph is reached.

GJ – Grand Jury

MTC – Metropolitan Transportation Commission is the transportation planning, financing, and coordinating agency for the nine-county San Francisco Bay Area.

SHARROW – Sharrows are pavement markings that have been installed on city streets to provide guidance for both bicyclists and vehicles on roadways when sharing the road.

SMC ATP: San Mateo County Active Transportation Plan is a comprehensive framework to guide the development of active transportation projects and programs for walking, bicycling, and other forms of human powered movement for people of all ages and abilities throughout unincorporated County communities.

SWITRS – California Statewide Integrated Traffic Records System.

TIMS – Transportation Injury Mapping System developed by the Safe Transportation Research & Education Center at the University of California, Berkeley.

TR-INST Form – Notice to Appear form used by law enforcement for law infractions.

## APPENDIX A: Bicycle Safety Best Practices

### **Bicycle Education Best Practices**

There are two excellent examples of California communities that are investing in Bike Safety education: Davis and San Diego.

#### **San Diego Bike Coalition:**

This is an excellent reference tool to see all the kinds of bicycle safety education that can be offered and the resources that can be used to teach those courses. Again, the classes range from those for a variety of ages of bicyclists, basic bicycling, bicycle friendly motorist safety, and others.

<https://sdbikecoalition.org/our-work/education/>

#### **Davis, California:**

The City of Davis, CA, which is one of the leading bicycle communities in the US, has several pages of information about bike safety education on its website.

<https://www.cityofdavis.org/city-hall/public-works-engineering-and-transportation/bike-pedestrian-program>

### **Two Cities Committed to Bicycling: Portland, Oregon and Davis, California**

Portland and Davis have become famous for their commitment to supporting bicycling, not only as recreational, but also as a true commuter alternative to motor vehicles and public transportation. Both have received the Platinum rating for a Bicycle Friendly Community from The League of American Bicyclists, while being quite different communities.

Portland is a large city of 622,000 residents with similar topography to the linked San Mateo County cities along El Camino Real: hilly and flat lands, urban centers, urban neighborhoods, suburbia, and major freeways. Portland advertises itself as “Bicycle Friendly” and claimed the highest percentage of bike commuters in US large cities in 2019 at 6% (Portland does annual bike ride census counts). Portland started investing in bicycle infrastructure with the acceptance of the 1973 Portland Bike Plan and the formation of a Bicycle Advisory Committee within the City Transportation Department. Since then, it has created:

- 385 miles of bikeways
- 36 miles of protected bike lanes
- A pedestrian and bicycle only bridge over the Willamette River and protected bike lanes on other bridges
- Intersections with bicycle specific traffic signals

- Bicycle boxes<sup>44</sup> at intersections to raise the visibility for motorists turning right
- A Safe Routes for Schools serving 100 schools
- 6500 bike racks to meet increased demand for safe stow of bicycles
- 3 bicycle plans over 40 years that establish policy, goals and a bikeway network
- \$60 M spent to 2008 on bicycle infrastructure (one mile of installed freeway costs \$60M)

Portland's safety record is very good for a large city: 4.3% of all traffic injury accidents from 2015-2019 are bicycle related. In comparison, San Francisco's number is 14% for the same period. Portland also does better than San Mateo County (8%) and a representative city, Redwood City (10%).

Davis in California is a small city between San Francisco and Sacramento with a population of 66,800. It has earned a nationwide reputation for supporting bicycles in its community (there is a bicycle on the city logo). The topography of Davis could not be flatter and more conducive to bicycle riding. The current statistics indicate that 20% of Davis's population commutes on bicycles. In 1967, Davis was the first community in the US to develop dedicated bicycle lanes (a total of 4!). The origins of this project were a couple that had visited the Netherlands, often cited as the most bicycle friendly nation in the world. They were so impressed with the bicycle infrastructure that they started a grassroots movement in Davis to promote safe bicycle riding. The group had to overcome CA law that did not support bike lanes on city streets, but once the law was revised, Davis proceeded to create bicycle infrastructure throughout the City:

- 63 miles of pathways
- 102 miles of bike lanes
- 75% of roads have a posted speed limit of 25 mph
- Of the 169 miles in the road network, 140 miles of roads are posted at 25 mph or less., 21 miles of roads are posted at between 25 mph and 35 mph, and 8 miles of roads posted over 35 mph
- 1 mile of bicycle boulevards
- 1 mile of cycle track
- 4 miles of buffered bike lanes
- 4,300 bike racks within the City and over 2,000 bike racks downtown
- 25 grade separated crossings. Four overpasses and 21 underpass crossings. Grade-separated crossings are used to move people on bikes and pedestrians over and under barriers like railroad tracks, busy roads, and the freeway.

Davis's bicycle accidents with injury (and fatalities) are high for a city of its size. However, the number of total accidents with injury is also very low compared to cities of comparable size. For

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<sup>44</sup> <https://nacto.org/publication/urban-bikeway-design-guide/intersection-treatments/bike-boxes/>

example: in 2019 there were 60 bicycle accidents with injury and 221 total vehicle injury accidents resulting in 27% of all vehicular accidents involving a bicycle. Redwood City's number is 4.8%, but their number of bicycle commuters is less than 1%. If you look at the percentage of accidents with respect to the biking population for 2019, Davis's percentage is .4% and Redwood City's percentage is 2.4%. Davis's safety statistics are very good, given the number of bicycle riders.

Both Portland and Davis are renowned environments for bicycle riders because they committed early to bicycle infrastructure and consistently improved it over the years. The city government and the school systems actively support bicycle education. Both cities conduct counts to determine bicycle use. They are both advocates of the Vision Zero policy to reduce accidents and fatalities. They use the Bicycle Friendly Community evaluation process to assess their progress towards their bicycle plans and goals.

Disclosure: Portland, beginning in 2020, noted a decline in bicycle commuter percentages. Thinking it was an aberration of the pandemic shutdown, it continued to do annual bike counts. As of 2022, its percentage had gone down to 3.1%. The current theory of why there has been a decline is assumed to be the increase of work from home. Regardless, Portland continues to make improvements to its bicycle infrastructure and safety.

**APPENDIX B: San Mateo County Bicycle and Pedestrian Master Plan List**

<b>Jurisdiction</b>	<b>Year</b>	<b>Name of Report</b>	<b>Link to Report</b>
Atherton	Jul 2014	Town of Atherton Bicycle and Pedestrian Master Plan	<a href="https://www.ci.atherton.ca.us/DocumentCenter/View/1381/Atherton-BPMP_Proposed-Final-July-2014?bidId=">https://www.ci.atherton.ca.us/DocumentCenter/View/1381/Atherton-BPMP_Proposed-Final-July-2014?bidId=</a>
Belmont	Nov 2016	City of Belmont Comprehensive Pedestrian & Bicycle Plan	<a href="https://www.belmont.gov/home/show/publisheddocument/14951/636179086799900000">https://www.belmont.gov/home/show/publisheddocument/14951/636179086799900000</a>
Brisbane	Feb 2017	Brisbane Pedestrian and Bicycle Master Plan	<a href="https://www.brisbaneca.org/sites/default/files/fileattachments/public_works/page/149/bikepedmasterplanappendices.pdf">https://www.brisbaneca.org/sites/default/files/fileattachments/public_works/page/149/bikepedmasterplanappendices.pdf</a>
Burlingame	Dec 2020	City of Burlingame Bicycle and Pedestrian Master Plan	<a href="https://www.burlingame.org/business_detail_T54_R154.php">https://www.burlingame.org/business_detail_T54_R154.php</a>
Colma	Feb 2021	Colma El Camino Real Bicycle and Pedestrian Improvement Plan	<a href="https://www.colma.ca.gov/documents/ecr-improvement-plan/">https://www.colma.ca.gov/documents/ecr-improvement-plan/</a>

<b>Jurisdiction</b>	<b>Year</b>	<b>Name of Report</b>	<b>Link to Report</b>
Daly City	Feb 2020	Walk Bike Daly City; City of Daly City Pedestrian and Bicycle Master Plan 2020	<a href="https://dalycity.org/1106/Daly-City-Pedestrian-and-Bicycle-Master-">https://dalycity.org/1106/Daly-City-Pedestrian-and-Bicycle-Master-</a>
East Palo Alto	Oct 2017	2017 East Palo Alto Bicycle Transportation Plan	<a href="https://www.cityofepa.org/sites/default/files/fileattachments/planning/page/2801/reso_4905_adopting_2017_bicycle_transportation_plan.pdf">https://www.cityofepa.org/sites/default/files/fileattachments/planning/page/2801/reso_4905_adopting_2017_bicycle_transportation_plan.pdf</a>
Half Moon Bay	Sep 2019	City of Half Moon Bay Bicycle and Pedestrian Master Plan	<a href="https://www.half-moon-bay.ca.us/DocumentCenter/View/2243/Bicycle-and-Pedestrian-Master-Plan-Final?bidId=">https://www.half-moon-bay.ca.us/DocumentCenter/View/2243/Bicycle-and-Pedestrian-Master-Plan-Final?bidId=</a>
Menlo Park	Nov 2020	City of Menlo Park Transportation Master Plan	<a href="https://beta.menlopark.org/Government/Departments/Public-Works/Transportation-Division/Bicycling">https://beta.menlopark.org/Government/Departments/Public-Works/Transportation-Division/Bicycling</a>
Millbrae	2021/2022	City of Millbrae Active Transportation Plan	<a href="https://www.ci.millbrae.ca.us/home/showpublisheddocument/25807/637787902014030000">https://www.ci.millbrae.ca.us/home/showpublisheddocument/25807/637787902014030000</a>

<b>Jurisdiction</b>	<b>Year</b>	<b>Name of Report</b>	<b>Link to Report</b>
Pacifica	Feb 2020	City of Pacifica Bicycle & Pedestrian Master Plan	<a href="https://www.cityofpacifica.org/departments/public-works/engineering/bicycle-pedestrian-master-plan">https://www.cityofpacifica.org/departments/public-works/engineering/bicycle-pedestrian-master-plan</a>
Redwood City	July 2018	Redwood City Moves, A Comprehensive Assessment of Transportation with Redwood City	
San Bruno	Jul 2016	City of San Bruno Walk 'n Bike Plan	<a href="https://sanbruno.ca.gov/DocumentCenter/View/1733/Adopted-San-Bruno-Walk-n-Bike-Plan-PDF">https://sanbruno.ca.gov/DocumentCenter/View/1733/Adopted-San-Bruno-Walk-n-Bike-Plan-PDF</a>
San Carlos	Jun 2020	City of San Carlos Bicycle and Pedestrian Master Plan Final	<a href="https://www.cityofsancarlos.org/home/showpublisheddocument/8139/638155282314370000">https://www.cityofsancarlos.org/home/showpublisheddocument/8139/638155282314370000</a>
San Mateo	Apr 2020	San Mateo Bicycle Master Plan April 2020 Final	<a href="https://www.cityofsanmateo.org/DocumentCenter/View/85445/2020-Bike-Master-Plan_Final_Updated-62021?bidId=">https://www.cityofsanmateo.org/DocumentCenter/View/85445/2020-Bike-Master-Plan_Final_Updated-62021?bidId=</a>

Jurisdiction	Year	Name of Report	Link to Report
South San Francisco	Mar 2022	Active South City: South San Francisco's Bicycle and Pedestrian Master Plan Draft	<a href="https://activesouthcity.com/wp-content/uploads/2022/03/SSF-ActiveSouthCity_PublicDraft_31March2022_plan_only.pdf">https://activesouthcity.com/wp-content/uploads/2022/03/SSF-ActiveSouthCity_PublicDraft_31March2022_plan_only.pdf</a>
San Mateo County	2021	2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan	<a href="https://ccag.ca.gov/wp-content/uploads/2021/06/San-Mateo-County-Comprehensive-Bicycle-and-Pedestrian-Plan-Update-Final-Plan.pdf">https://ccag.ca.gov/wp-content/uploads/2021/06/San-Mateo-County-Comprehensive-Bicycle-and-Pedestrian-Plan-Update-Final-Plan.pdf</a>

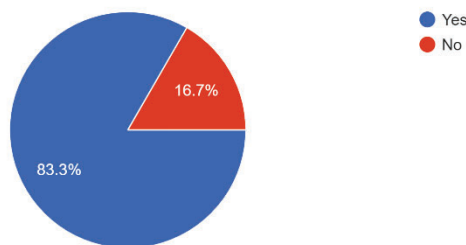
**APPENDIX C: Survey Questions and Results**

This is a summary of the responses:

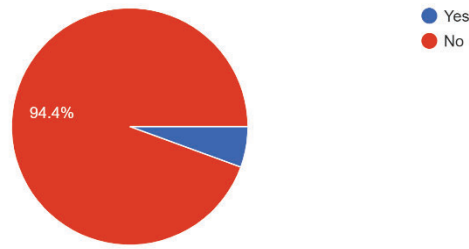
1. Cities and law enforcement do not track bicycle and eBike accident statistics separately; in fact, most respondents did not track eBike specific data at all (94%).
2. Complaints on Class I Bicycle Roadways include speeding and not yielding to pedestrians.
3. Complaints on Class II and III Bicycle Roadways include speeding, improper signaling, mixed use of bikes/eBikes and violation of the 3 ft. Rule.
4. Of 361 citations issued, only 11 were specifically for eBikes. It is impossible to know if there were more eBikes in violation as there is no requirement to ID the type of bicycle when filling out the form.
5. Class 3 eBikes are more powerful machines and have specific laws regarding usage. Only 50% of the respondents were enforcing the Class 3 eBike laws.
6. Complaints and incidents regarding bicycles (from riders or others) come mostly through police reports, but also from input to City Halls, Redwood City’s “app”, city planning, parks and recreation.
7. 1/3 respondents said there has been an increase in complaints regarding bicycles in the last three years (speeding, underage use, reckless behavior, vehicular code).
8. 2/3 of respondents said there had not been an increase in complaints regarding eBikes and 25% said they didn’t know.
9. Civilian bicycle complaints are generally not available to the public (over 50% of respondents).
10. 44% of respondents said they don’t provide bicycle safety education.
11. Enforcement of bicycle-related law is done where appropriate, with discretionary authority. Effort is made to educate at the time of the infraction. Additional enforcement is budget driven.
12. Future planning for the regulation of bicycles and eBikes varies greatly in the responses (see Question II-16 in Appendix A).

List of responses to questions (on the next page):

I-1: Do you track Bicycle accident statistics?  
18 responses



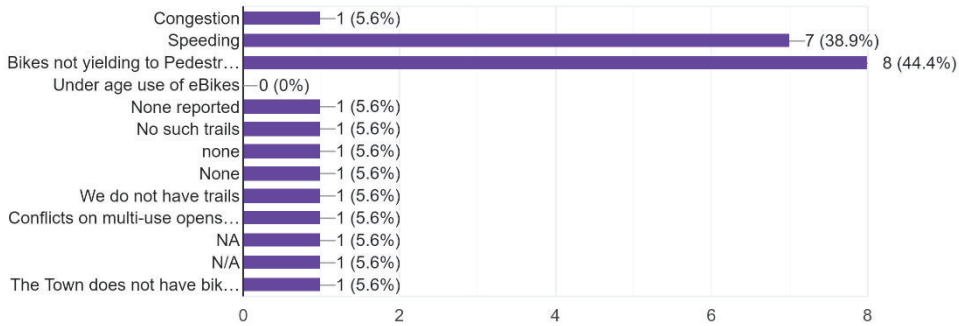
I-2: Do you maintain eBike specific statistics with regard to accidents?  
18 responses



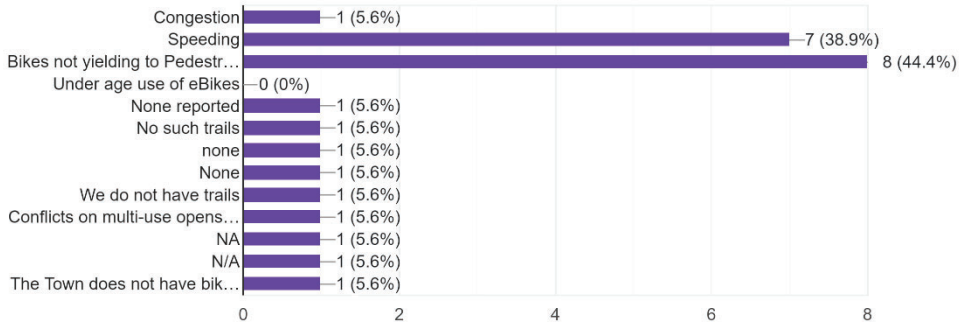
**Number of bicycle accidents in 2022? 212**

**Number of bicycle accidents in 2020 to the end of 2021? 307**

I-5: What are the safety issues on Bike/Ped Only Trails? Pick all that apply.  
18 responses

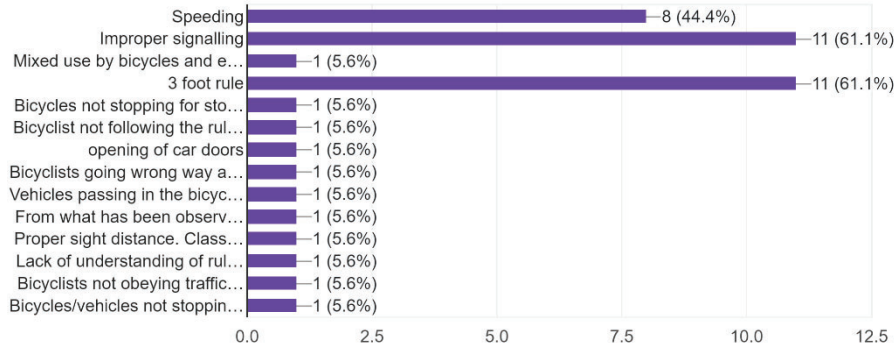


I-5: What are the safety issues on Bike/Ped Only Trails? Pick all that apply.  
18 responses



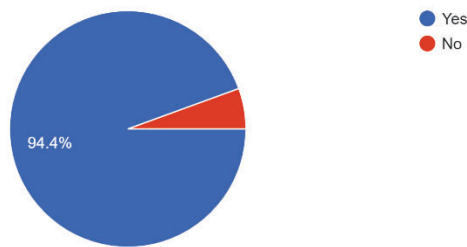
I-6: What are the safety issues for Bicycle Lanes shared with Vehicular Traffic? Pick all that apply.

18 responses



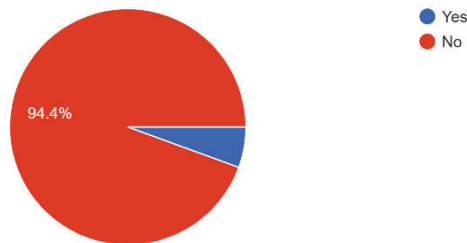
II-1: Are you aware of the laws governing Bicycles and eBikes?

18 responses



II-2: Do you have city codes governing eBikes only?

18 responses

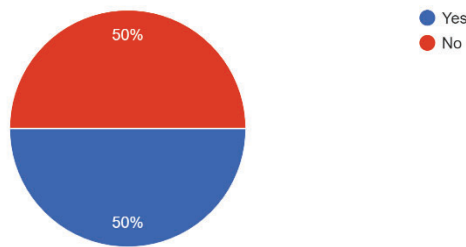


**How many Bicycle citations were issued in the last year? 361**

**How many eBike Citations were issued in the last year? 0 [Comments: this information is not tracked]**

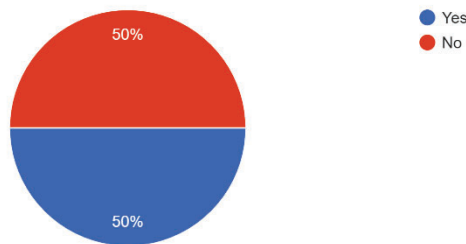
II-5: Currently, Class 3 eBikes are not allowed on Ped/Bike trails. Are you enforcing this law?

18 responses



II-6: Are you enforcing the age limit on Class 3 eBike usage (age 16 or older)?

18 responses



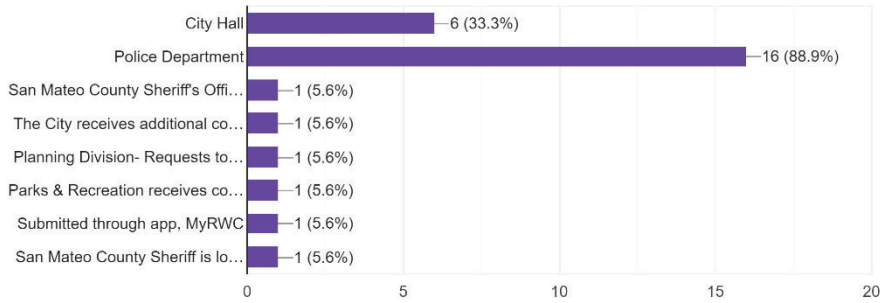
**If you are enforcing bicycle/eBike law, how is it accomplished?**

- Nothing too specific. Enforcement during routine patrol if violations are witnessed. The PD has done a few details and targeted patrols in our downtown area specifically looking for bicycle violations (riding on sidewalks, helmet violations, reckless behavior, etc.).
- The Police Department enforces all laws as appropriate and with necessary and legal discretionary authority.
- Education and Enforcement
- All officers are trained to enforce Vehicle Code and Municipal Code law on bicycles and eBikes.
- On view and by complaint.
- On view and calls for service which result in Education or Enforcement.
- Traffic enforcement resulting in citations and/or verbal warnings/ education to the public.
- Through proactive patrols, directed enforcement and calls for service.
- Most bicycle stops are made for violations occurring on roadways, not on trails or sidewalks. Most bike stops result in education and not citations as evidenced by our low citation numbers.
- Primarily through education and warnings.
- We have not enforced the Bicycle/eBike law because we have not received any comments to date that have triggered the Police Department to enforce.

- By Sheriff patrol.
- We can't enforce much because of limitations in light of funding and staffing needs

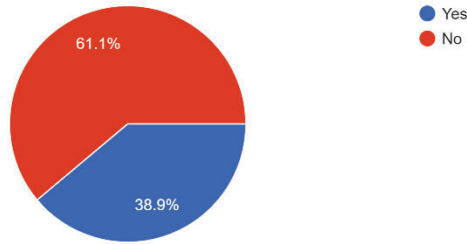
II-8: How are complaints regarding Bicycles/eBikes/eScooters logged in your city/town? Check all that apply.

18 responses



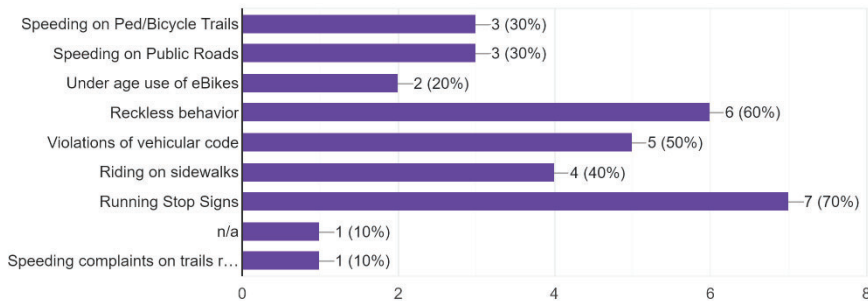
II-9: Has there been an increase in complaints regarding Bicycles in the last three years?

18 responses



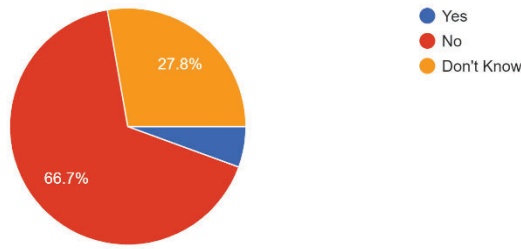
II-10: If yes, what kind of complaints about Bicycles? Check all that apply.

10 responses



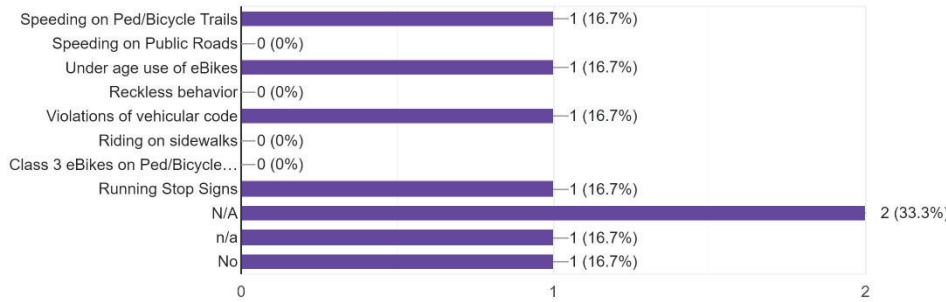
II-11: Has there been an increase in complaints regarding eBikes in the last three years?

18 responses



II-12: If yes, what kind of complaints about eBikes? Check all that apply.

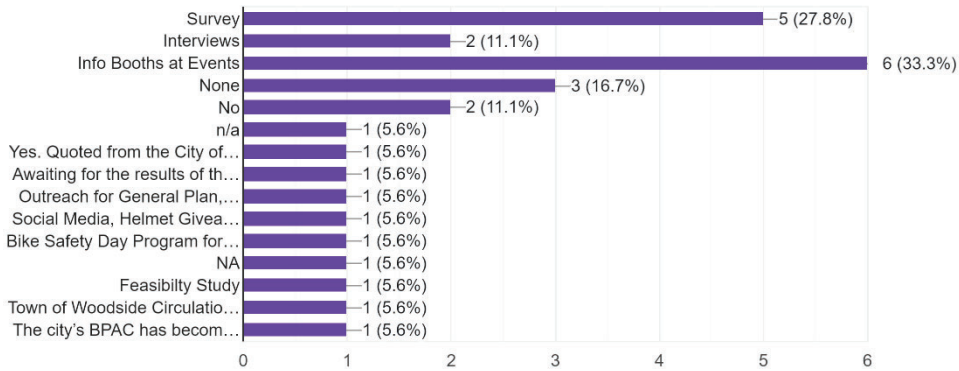
6 responses



II-13: Have you done anything to solicit information from citizens regarding bicycle/eBike safety?

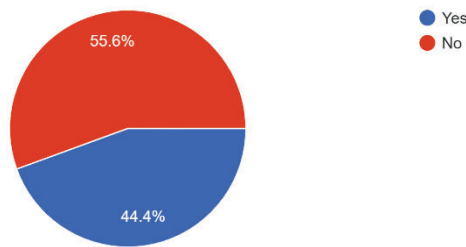
Check all that apply.

18 responses



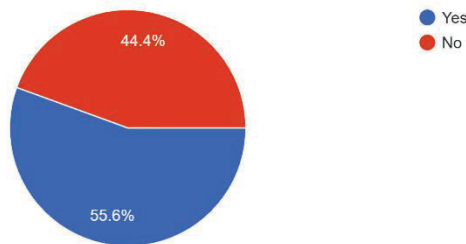
II-14: Is documentation relative to citizen complaints available?

18 responses



II-15: Do you provide Bicycle and eBike Safety Education?

18 responses



**Does your city/town have any future plans regarding the regulation of bicycles and eBikes?**

- Not at this time.
- Yes. Additional and improved bike lanes.
- Policies in the newly adopted General Plan supporting alternative modes of transportation, including bikes.
- Awaiting the results of the County-wide eBike pilot to determine best practices to implement.
- Not at this time.
- Not at this time. There have not been complaints/concerns regarding eBikes.
- Not at this time.
- Not that I am aware of.
- No, unless we start receiving complaints.
- Yes, The City of South San Francisco's Bicycle and Pedestrian Master Plan.
- No
- As the Town begins to understand various micro-mobility issues going forward, eBikes being part of that growth pattern, we will plan to prepare plans and outreach material to help educate the bike populations on eBike protocols and safety.
- With the growing development, more bike facilities are being provided for the general public. Public outreach and programs to help educate both current/new users are currently

being implemented citywide. Buildout of Bike & Pedestrian master plan is underway. Alameda de Las Pulgas and Ralston 4 designs are underway. Creation of a transportation master plan is also underway. Parks & Recreation Department is developing a Master Plan that also includes implementation of eBikes policies on open space trails.

- Yes
- Nothing specific regulatory changes planned at this time.
- City is currently drafting ordinance language to address the increasing number of electric mobility devices that are present on trails and paths. Many conversations have occurred at BPAC and council (among other committees and commissions) and will continue in 2024.

Jeff Gee, Mayor

Lissette Espinoza-Garnica, Vice Mayor

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Redwood City, CA 94063

(650) 780-7220

Fax (650) 780-7225

**Council Members**

Alicia C. Aguirre

Kaia Eakin

Diane Howard

Elmer Martinez Saballos

Chris Sturken



September 11, 2023

The Honorable Nancy L. Fineman

Judge of the Superior Court

c/o Bianca Fasuescu

400 County Center; 2<sup>nd</sup> Floor

Redwood City, CA 94063-1655

**Re: San Mateo County Civil Grand Jury Report titled, “Bike Safety in San Mateo County; Making Bicycling Safer in the County” – Issued on July 10, 2023**

Dear Judge Fineman,

The City of Redwood City (City) received the San Mateo County Civil Grand Jury Report titled, “Bike Safety in San Mateo County; Making Bicycling Safer in the County” on July 10, 2023. The report instructed the City of Redwood City to respond to all nine Findings and eight Recommendations. Pursuant to Penal Code §933.05, the following response to the Grand Jury was reviewed and approved by the City Council at its meeting on September 11, 2023:

**Findings**

F1. Bicycle policy and the approach to ensuring/improving bicycle safety is not consistent across San Mateo County due, at least in part, to:

- a. Topography
- b. Urban vs. suburban environments
- c. Types of bicyclists (commuter, recreational)
- d. Varying levels of enforcement of bicycle laws
- e. Differing knowledge of bicycle laws and safe practices.

**Response: The City agrees with the finding.**

F2. Bicycle ridership as an alternative means of transportation (e.g., commuting to work, school, or transit hubs, running errands) is not increasing due, at least in part, to perceived safety issues.

**Response: The City agrees with the finding.**

F3. Bicycle accidents and incidents (such as near misses) are underreported, if reported at all.

**Response: The City disagrees partially with the finding. Bicycle accidents involving collisions with motor vehicle are generally reported. However, Redwood City rarely receives reports of collisions involving bicycle versus bicycle and/or bicycle versus pedestrian.**

F4. Only bicycle accidents or incidents that trigger a 911 call are consistently logged in the State (SWITRS) database and law enforcement agencies do not log bicycle accident data consistently.

**Response: The City disagrees partially with the finding. Injury collisions involving bicycles that are reported in any manner, i.e., flag down of an officer, phone call to Police Dispatch on a non-emergency line, in-person report, or via 911 call, are all consistently submitted to SWITRS. The Redwood City Police Department logs all bicycle data in a consistent format.**

F5. The amount of enforcement of laws, as they pertain to bicyclists and how motorists and bicyclists interact, is inconsistent due to other priorities (e.g., criminal enforcement and general automobile traffic) and the requirement that a citation can generally only be written if the violation is witnessed by an officer.

**Response: The City agrees with the finding.**

F6. There is no official metric in San Mateo County and its cities to evaluate how safe it is to ride a bicycle.

**Response: The City disagrees partially with the finding. While there is no official metric in San Mateo County, the level of traffic stress (LTS) and bicycle-involved collision history are two metrics used by Redwood City to analyze cyclists' level of comfort with using streets by cyclists of varying aptitude.**

F7. Bicycle safety education, for the bicyclist, pedestrians and motorists, is not consistently offered across San Mateo County.

**Response: The City agrees with the finding.**

F8. Communication between various entities with responsibility for bicycle safety, including Bicycle and Pedestrian Advisory Committees (BPACs), Law Enforcement, City Transportation Planning, and Public Works departments, is not formalized, resulting in inefficiencies, and missed opportunities (e.g., funding for improvements, shared bike safety education, or improving signage).

**Response: The City disagrees with the finding. Redwood City's Vision Zero Task Force has representatives from its Transportation Advisory Committee (TAC), Police Department, Community Development & Transportation Department (includes Planning and Engineering Divisions), school districts, and the San Mateo County Health Department among others to minimize inefficiencies and missed opportunities to increase bike safety.**

F9. City Bicycle and Pedestrian Master Plans or Active Transportation Plans, have not been adopted/created by all SMC cities.

**Response: The City disagrees partially with the finding. Redwood City has adopted RWC Walk Bike Thrive, which serves as our pedestrian and bicycle master plans and our Vision Zero action plan.**

**Recommendations**

R1. By December 2023, all law enforcement agencies and the County Sheriff should submit bicycle related data to SWITRS monthly, and regularly post and update their websites with all reported bicycle accident data.

**Response: The recommendation has not been implemented but will be implemented in the future. Redwood City already submits all collision related data to SWITRS on a weekly basis. Redwood City is currently in the process of modernizing many of its web-based data platforms and we anticipate that all collision data will be regularly updated and readily available to the public by the end of FY 2025-26.**

R2. By December 2023, all law enforcement agencies should begin sending warning letters to motorists for violations of the 3 ft. law.

**Response: The recommendation will not be implemented because it is not warranted or is not reasonable. Presently, any officer-observed violations of the 3 ft. law are handled immediately with a warning or citation. Implementing an additional process wherein Police Department staff members must intake, evaluate, identify, and send letters to alleged violators based solely on a report from the public, without corroborating evidence, creates a risk of abuse and would not be feasible with current staff resources.**

R3. By June 3, 2024, all law enforcement agencies should provide a means for citizens to report bicycle-related incidents that are not currently reported to law enforcement, similar to the SMC Sheriff's Department Online Crime Reporting portal.

**Response: The recommendation will not be implemented because it is not warranted or is not reasonable. There are already several means within Redwood City for the reporting of crimes and/or general public concerns. Community members are able to call, text, or email the Police Department. In addition, Redwood City utilizes the MyRWC mobile app for the reporting of areas of concern ranging from a curb that needs to be repainted to observed violations of the law.**

R4. By June 3, 2024 each city, town, and unincorporated SMC should offer a bike safety education program for riders and motorists about the laws and safety facts related to bicycles on the road.

**Response: The recommendation has been implemented. For several years, Redwood City has hosted multiple bicycle safety education programs for riders and motorists. Most recently, there was one hosted on May 10, 2023 by the Friends of the Redwood City Public Library, Safe Routes to Schools, and Silicon Valley Bicycle Coalition, and on May 22, 2023 by the Police Department.**

R5. By June 3, 2024, each city, town, and unincorporated SMC should update or generate a new Bicycle and Pedestrian Master Plan (or Active Transportation Plan) if their current plan is older than five years; consistent with the 2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan.

**Response: The recommendation has been implemented. Redwood City adopted RWC Walk Bike Thrive in June 2022. RWC Walk Bike Thrive is Redwood City's pedestrian and bicycle master plan and our Vision Zero action plan.**

R6. By June 3, 2024, each city, town, and the county should apply (or reapply) online to generate the Bicycle Friendly Community Report Card.

**Response: The recommendation has not been implemented but will be implemented in the future. Redwood City will reapply for Bicycle Friendly Community by June 25, 2024.**

R7. By February 1, 2024, the County should meet with cities within the County that are willing to participate, to consider establishing a regional effort that integrates the cities' bicycle plans and to discuss how the cities and County could work together to apply for grant opportunities as a region.

**Response: The recommendation has not been implemented but will be implemented in the future. Redwood City would welcome the opportunity to collaborate with other jurisdictions to discuss how to advance bicycle facilities as a region.**

On behalf of the City Council of the City of Redwood City, I would like to thank you for the opportunity to review and comment on the above referenced Civil Grand Jury Report.

Respectfully,

Jeff Gee, Mayor  
City of Redwood City

cc: City Council, City of Redwood City  
Melissa Stevenson Diaz, City Manager  
Yessica Castro, Interim City Clerk



## STAFF REPORT

### To the Honorable Mayor and City Council From the City Manager

**DATE:** September 11, 2023

#### **SUBJECT**

Notification of the exigent use of military equipment (drone) not approved for use by Redwood City Police Department's Military Equipment Use Policy during police activity on August 10, 2023

#### **RECOMMENDATION**

Receive notification of the exigent use of unapproved military equipment during police activity on August 10, 2023, as required by Police Department Military Equipment Use Policy Section 703.9.

#### **STRATEGIC PLAN GUIDING PRINCIPLE**

Public Safety

#### **BACKGROUND**

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481 to address the funding, acquisition, and use of military equipment by law enforcement agencies in California. Assembly Bill 481, codified at California Government Code section 7070 *et seq.*, has designated certain equipment as "military equipment." Pursuant to this legislation, all law enforcement agencies in the State of California must seek to have their governing body adopt an ordinance approving a policy that describes each piece of "military equipment" the agency has in its possession and its authorized use. Drones are considered military equipment under this legislation.

Drones are one of the specific items defined as "military equipment" under Government Code section 7070. The Redwood City Police Department does not currently own or control drones; however, the need may arise in which the use of these devices is advantageous for the safety of officers and the public as a whole. The Department is currently authorized to use specific models of drones operated by the San Mateo County Emergency Services Bureau and the Redwood City Fire Department. Items, including drones, not specifically approved for use may be used during exigent circumstances pursuant to RCPD Military Equipment Use Policy Section 703.9. In such circumstances the Police Department will notify the City Council within 30 days of such use. This report fulfills that requirement.

**ANALYSIS**

The purpose of this report is to notify the City Council of exigent use of a drone. On August 10, 2023, the Redwood City Police Department responded to Red Morton Park on the report of two victims who were shot. Officers found two individuals with bullet wounds near the park. The Department received numerous reports indicating the potentially armed suspects fled toward a gated construction site within the park. It was believed the suspects were still at this location when officers arrived and the Department determined that drones could be useful in locating suspects. The Department attempted to request use of drones identified in the City's military equipment policy, however, no such drones were available in a timely manner. The San Mateo Police Department responded with two drones to assist with searching for the suspects. The drones were deployed to search the constructions sight prior to officers entering the area. The suspects were not located during the search.

This incident will be further documented in the Police Department's Annual Military Equipment Use Report due before City Council in February 2024.

**FISCAL IMPACT**

None.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

None; this is a required notification.

**ATTACHMENTS**

Attachment A – Redwood City Police Department Policy, Military Equipment Use, Section 703.9

**REPORT PREPARED BY:**

Jeff Clements, Acting Lieutenant  
jclements@redwoodcity.org  
(650) 780-7142

**APPROVED BY:**

Kristina Bell, Police Chief  
Melissa Stevenson Diaz, City Manager

### **703.9 EXIGENT CIRCUMSTANCES, MUTUAL AID, AND COORDINATION WITH OTHER JURISDICTIONS**

Military equipment shall not be used by any member of this jurisdiction unless the military equipment is approved for use in accordance with this Department policy or in exigent circumstances. In exigent circumstances, it is not feasible to seek advance approval for the use of equipment needed to carry out critical operations. Exigent circumstances are defined as, "...a law enforcement agency's good faith belief that an emergency involving the danger of, or imminent threat of death or serious physical injury to any person is occurring, has occurred, or is about to occur." In the event of exigent use of unapproved military equipment, the Police Department will notify City Council within thirty (30) days of acquiring and/or using Military Equipment pursuant to this Section, as well as include any such occurrence in the Annual Military Equipment Report.

Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid. This shall be the requirement for both planned and exigent mutual aid requests.



## STAFF REPORT

### To the Honorable Mayor and City Council From the City Manager

**DATE:** September 11, 2023

#### **SUBJECT**

Approve Live Performance Agreement between the City of Redwood City and Zoppé Circus and related resolution establishing a temporary time limit on parking spaces in the Library parking lots

#### **RECOMMENDATION**

1. By motion, determine that due to the nature of the services, a competitive bidding process is not likely to serve the best interests of the City and the contract may be awarded without a competitive bidding process, and approve and authorize the City Manager to execute the Live Performance Agreement between the City of Redwood City and Zoppé Circus in an amount not to exceed \$383,000 (requires 5/7 vote); and
2. Adopt a resolution of the City Council of the City of Redwood City establishing a temporary one-hour time limit on the use of parking spaces in Library Lots A, B, and C.

#### **STRATEGIC PLAN GUIDING PRINCIPLE**

Children and Youth

#### **BACKGROUND**

Since 2008, the City of Redwood City has presented Zoppé Circus. The addition of a family friendly program at the end of October helped to extend the season of events, and provided an incredible draw to Redwood City. The Parks, Recreation and Community Services (PRCS) Department staff worked alongside a consultant (Labadie Productions) to host and coordinate the operations for Zoppé Circus. The inaugural year of the Circus realized a net loss of \$35,927 for one week of performances. However, we received rave reviews, sold over 3,000 tickets and knew that with some modifications, we could eventually turn a profit. In 2010, with two weeks of performances and almost 7,000 tickets sold, PRCS staff was able to take over management of the Circus and cover the entire costs of the circus. For the past fourteen years, even in

2020 with a modified show due to the COVID-19 pandemic, PRCS was able to realize a profit. In 2013, due to Downtown development projects, the Circus was relocated to Red Morton Park. The Circus was moved back to Downtown following the 2020 Drive In shows to the Library lot for 2021, 2022 and now 2023 to help increase foot traffic and provide economic benefit for downtown businesses.

### ANALYSIS

Per section 2.67.4(C) of Chapter 2, Article VII in the City's Municipal Code, City's Best Interest: A purchase may be made or contract awarded without a competitive bidding process when the City Council determines that, due to the nature of the services, a competitive bidding process is not likely to serve the best interests of the City. Such a City's best interest purchase must be determined to meet these requirements and be recommended for approval by the City Manager and shall be approved only on the affirmative votes of at least five (5) members of the City Council. Zoppé Circus is a unique performance company that has been a Redwood City community tradition for the past 15 years with growing audiences since the inaugural performances in 2008.

In 2021, at the urging of the Downtown Business Group, the PRCS Department coordinated with the Library to bring the Circus performances back to Downtown. The performances helped to bring an influx of people into Downtown to support business recovery following pandemic-related restrictions. Staff would like to again hold the circus in Library Lot B and enter into a Live Performance Agreement between the City and Zoppé for a not-to-exceed amount of \$383,000. The Circus is proposed to be held for seven weekends this year reflecting the success of the ongoing programming as experienced last year. Ticket prices are significantly lower for midweek performances and higher for weekend performances, which are traditionally filled. This continues a successful practice which supports access to the Circus with varied pricing and which maximizes revenue to ensure that all costs are covered. Ticket sales proceeds help fund other community events, as planned through the City's Downtown Events Sustainability Plan.

PRCS staff has worked with Library staff to limit impacts to Library operations. Most parking in Library Lot B will be eliminated throughout the Circus run. Additionally, Library Lot C, (the parking behind the Library and along Pennsylvania Avenue) will have some spaces utilized by the Circus. Library staff has requested that parking time limits in Lots A, B and C be limited to 1 hour parking during the Circus run to accommodate Library patrons. Community Development and Transportation (CDT) staff will make changes to the parking meters to temporarily limit paid time to 1 hour for these lots while the Circus is using Library parking spaces.

### EQUITY IMPACT STATEMENT

**Equity and/or inclusion was considered in development or implementation of item through the following:**

- Assessment of benefits and burdens by race, income, age, gender, citizenship status, or other identity

- Another way of considering equity and/or inclusion: PRCS coordinates with local social service providers to distribute free tickets to their program participants.

### **FISCAL IMPACT**

The Live Performance Agreement with Zoppé Circus is a not-to-exceed amount of \$383,000. Staff estimates an additional \$50,000 will be needed for marketing, equipment and supplies, and staffing costs to support the eight weeks of performances for a total cost of \$433,000. Revenue is estimated at \$500,000 based on ticket sales in 2022 and prior years.

A midyear budget amendment will be submitted to account for the estimated cost and associated revenues.

### **ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

### **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **ALTERNATIVES**

The City Council could choose not to enter into the Agreement and to not hold the Zoppé Circus this year, in which case no modification of parking time limits in the Library parking lots is necessary.

The City Council could choose to enter into the Agreement for the Circus Performances but not modify parking time limits in the Library parking lots.

### **ATTACHMENTS**

Attachment A – Live Performance Agreement with Zoppé Circus

Attachment B – Resolution of the City Council of the City of Redwood City establishing a temporary one-hour time limit on the use of parking spaces in Library Lots A, B, and C

**REPORT PREPARED BY:**

Lucas Wilder, Assistant Director  
lwilder@redwoodcity.org  
(650) 780-7340

**APPROVED BY:**

Chris Beth, Parks and Recreation Director  
Melissa Stevenson Diaz, City Manager

**LIVE PERFORMANCE AGREEMENT  
(Zoppé Family, Inc.)**

This Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Redwood City, a charter city and municipal corporation of the state of California (“City”), Kerby Lovallo of New World Classics, an artist management company (“Agent”) and Zoppé Family, Inc., an Italian Theatrical Circus, (“Performers”) (collectively, the “Parties”).

**RECITALS**

- A. Performers are a family-owned Italian Theatrical Circus founded in 1842.
- B. In 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 the Parties entered into agreements bringing Zoppé Circus performances to Redwood City, which have received satisfactory levels of patronage.
- C. The City desires to sponsor the return of Zoppé Circus to Redwood City to perform up to 70 shows in October and November 2023. Hosting the event provides the public benefit of bringing activity and commerce to the Redwood City area.
- D. Agent is a classical arts manager, who will secure Performers’ services on behalf of the City.
- E. The City is entitled to all ticket sale revenues resulting from Performers’ shows.

**NOW, THEREFORE**, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

- 1. Services. Performers agree to provide performances to be held in a one-ring circus tent, starring Nino the clown, with acrobatics, equestrian showmanship, canine capers, clowning, and audience participation (“Performances”), the dates, times, and locations of which are more fully described in Exhibit “A.”
- 2. Place of Performances. The Performances will take place in City-owned parking lot located at the corner of Jefferson Avenue and Middlefield Road and adjacent to the Redwood City Public Library in downtown Redwood City (the “Place of Performance”).
- 3. Schedule of Performances. The Performances will take place pursuant to the schedule set forth in Exhibit “A” (the “Schedule of Performances”).
- 4. Compensation. Compensation will be calculated and paid as follows:
  - a) Upon execution of this, Agreement and following Performers’ compliance with Section 17 “Insurance,” City will pay Performers Seventy Five Thousand Dollars (\$75,000) by check made payable to

New World Classics. Payment of this amount will be mailed to Agent at the address listed in Section 9 “Notice.”

- b) Upon arrival of Performers to the Place of Performance for setup on October 5, 2023, as set forth in Exhibit “A,” Schedule of Performances, City will pay Performers Seventy Five Thousand Dollars (\$75,000.00) via check made payable to: Zoppé Family, Inc. Payment of this amount will be hand delivered to Giovanni Zoppé at the Place of Performance by a City representative.
- c) On October 19, 2023, as set forth in Exhibit “A,” Schedule of Performances, the City will pay Performers Forty Five Thousand Dollars (\$45,000.00) via check made payable to: Zoppé Family, Inc. Payment of this amount will be hand delivered to Giovanni Zoppé at the Place of Performance by a City representative.
- d) On November 2, 2023, as set forth in Exhibit “A,” Schedule of Performances, the City will pay Performers Forty Five Thousand Dollars (\$45,000.00) via check made payable to: Zoppé Family, Inc. Payment of this amount will be hand delivered to Giovanni Zoppé at the Place of Performance by a City representative.
- e) On November 16, 2023, as set forth in Exhibit “A,” Schedule of Performances, the City will pay Performers Forty Five Thousand Dollars (\$45,000.00) via check made payable to: Zoppé Family, Inc. Payment of this amount will be hand delivered to Giovanni Zoppé at the Place of Performance by a City representative.
- f) On November 28, 2022, as set forth in Exhibit “A,” Schedule of Performances, the City will pay Performers Eighty Eight Thousand Dollars (\$88,000.00) via check made payable to: Zoppé Family, Inc. Payment of this amount will be hand delivered to Giovanni Zoppé at the Place of Performance by a City representative.
- g) Within thirty (30) days after the final Performance, Performers and/or Agent may be entitled to the following additional compensation as set forth below:
  - i. If total gross retail ticket sale revenues are between \$620,000 and \$659,999, Performers will be paid a bonus of \$5,000; OR
  - ii. If total gross retail ticket sale revenues exceed \$660,000, Performers will be paid a bonus of \$10,000.

Such additional payment, if any, will be paid by check made payable to New World Classics. Payment of this amount, if any, will be mailed to Agent at the address listed in Section 9 “Notice.”

h) In no event will total compensation exceed Three Hundred Eighty Three Thousand (\$383,000) without written amendment to this Agreement.

5. Exclusive Performance(s). Performers agrees that they will not accept any other engagement for a performance of any sort or kind during a period of 60 days prior to or 60 days following the performance(s) hereinabove described within a radius of 50 miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of the City. In the event of a performance of any sort or kind in the above-specified area within a 75 day period following the performance(s) defined hereinabove, no announcement of that performance may be made until after the performance(s) described hereinabove, or any portion or portions thereof, may be canceled by the City, and such cancellation will be without prejudice to City's other rights and remedies hereunder.

6. Arrival and Set-Up Time. Performers must arrive no later than one hour prior to the first performance time on each date specified in Exhibit "A." At least one hour prior to the time of the first performance of the day, the City will provide Performers and their designated representatives' sufficient access to the Place of Performance for set-up and sound check.

7. Technical Requirements. The City will provide the technical requirements as set forth in the Technical Rider attached hereto as Exhibit "B."

8. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of performance of the Performances, or in any event no later than November 30, 2023.

9. Notice. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Performers under this Agreement.

<p>For Agent and Performers:</p> <p>New World Classics                  Attn: Kerby Lovallo  <del>XXXXX Norwich Meadows Suite XX</del>                  Norwich VT 05055                  Phone: 860-944-1901                  kl@newworldclassics.com</p>	<p>For the City:</p> <p>Redwood City Parks, Recreation, and                  Community Services                  Attn: Lucas Wilder                  1400 Roosevelt Ave.                  Redwood City, CA 94061                  Phone: 650-780-7340 /Fax: 650-368-5087                  lwilder@redwoodcity.org</p>
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Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular, certified mail, electronic mail, or by personal service. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

36 Briggs St, New London CT 06320 Phone 802-442-9005

10. Recording or Televising Performances. The City will not record, broadcast, televise, videotape, photograph, film or otherwise extend beyond the Place of Performance the Performances without the prior written consent of Performers.

11. Force Majeure; Cancellation. If Performers are unable to perform any engagement set forth in the Schedule of Performance as a result of a strike, epidemic, Act of God, war, or similar force majeure, all Parties named above are relieved of their respective obligations under this Agreement, and no named party may make a claim of damages against the other. In this event, all Parties will make their best effort to reschedule the performance(s) within one (1) year of the date of the original performance. Inclement weather does not relieve the City from its obligations provided that 1) the City does not otherwise determine that the weather provides unsafe conditions; and 2) Performers are ready and able to perform the engagement. If the City cancels the engagement for any reason other than those described as acceptable in this paragraph, the Performance Fee remains payable in full.

12. Merchandise. During the performances, Agent and Performers may sell albums, tapes, compact disks, and other promotional materials (“Merchandise”) EXCEPT food and beverages on the premises, retaining all proceeds associated therewith. The City agrees to provide an area for the sale of the Merchandise. For the avoidance of doubt, the Parties acknowledge and agree that nothing in this Section will prohibit the City of Redwood City from selling food and beverages on the premises during the Performances. The Parties further acknowledge and agree that neither Agent nor Performers will share in any proceeds from such sales.

13. Licenses / Permits. City is responsible for obtaining all licenses and permits as may be required to present the Zoppé Circus at the Place of Performance. Notwithstanding the above, prior to selling Merchandise on the premises, Performers must obtain a Business License from the City of Redwood City.

14. Compliance with Law, Rules, and Regulations. Performers will comply with all applicable federal, state, and local non-discrimination laws and maintain all licenses required by State, Federal, and local governments and regulatory agencies to complete the Performances. Performers will comply with all federal, state, and local health orders, including but not limited to those pertaining to the COVID-19 pandemic.

15. Obligation of Performers to Provide Labor and Materials. Except as otherwise provided herein, Performers will supply and furnish all necessary labor and materials necessary to carry out their obligations under this Agreement.

16. Indemnification. Performers and Agent will defend, indemnify and hold harmless City and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Performances, caused in whole or in part by the willful misconduct or any negligent act or omission of the Performers, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of City.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

The Parties expressly agree that this section will survive the expiration or early termination of the Agreement.

17. Insurance. Performers will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property, which may arise out of or in connection with execution of the Performances by Performers or Performers' agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A: VII."

17.1 Coverages and Limits. Performers, at their sole expense, will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney, approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Performers' indemnification obligations under this Agreement. City, its officers, agents, volunteers, and employees make no representation that the limits of the insurance specified to be carried by Performers pursuant to this Agreement are adequate to protect Performers. If Performers believe that any required insurance coverage is inadequate, Performers will obtain such additional insurance coverage, as Performers deem adequate, at Performers' sole expense.

17.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement, or the general aggregate will be twice the required per occurrence limit.

17.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

17.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Performers have no employees and provides, to City's satisfaction, a declaration stating this. Performers will provide a waiver of subrogation in favor of the City from their Worker's Compensation and Employer's Liability carrier.

17.2. Additional Provisions. Performers will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the

following provisions:

17.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance: City, its officers, agents, volunteers, and employees will be named as additional insureds.

17.2.2 Performers will obtain occurrence coverage.

17.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

17.2.4. If any of the above insurance policies are “claims made” policies, then Performers will, in addition, for each such policy, provide additional insurance coverage providing an additional two year extended reporting period for all claims arising out of the performance of this Agreement.

17.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Performers or their Agent will furnish certificates of insurance and endorsements to City.

17.4 Failure to Maintain Coverage. If Performers fails to maintain any of these insurance coverages, then City will have the option to declare Performers in breach or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Performers are responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Performers or deduct the amount paid from any sums due Performers under this Agreement.

17.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete, and certified copies of any or all required insurance policies and endorsements.

17.6 Primary Coverage. For any claims related to the Services and this Agreement, the Performers' insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers, and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers, and employees, will be in excess of Performers' insurance and not contributory with it. Performers will submit an endorsement evidencing that their Commercial General Liability Insurance and Automobile Liability Insurance coverages are primary and non-contributory.

17.7 Reduction in Coverage/Material Changes. Performers will notify City thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

17.8 Cross Liability Endorsement. Performers will provide the City with a cross liability endorsement(s) or severability of interests endorsement(s) from Performer's Commercial General Liability carrier(s) in favor of the City.

18. Status of Performers. Performers will execute the Performances as independent contractors and not as an employee of City. The persons used by Performers to provide services under this Agreement will not be considered employees of City for any purposes.

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

20. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Performers or Agent without the prior consent of City, which will not be unreasonably withheld.

21. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

22. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the Parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived, or discharged except in a writing signed by both Parties.

23. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

24. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have by their duly authorized representatives, executed this agreement as of the day and year first above written.

CITY: CITY OF REDWOOD CITY  
a charter city and municipal corporation of the  
State of California  
1017 Middlefield Road  
Redwood City, CA 94063


By: \_\_\_\_\_  
Melissa Stevenson Diaz, City Manager

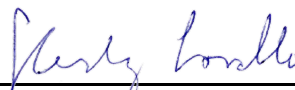
ATTEST:

\_\_\_\_\_  
Pamela Aguilar, City Clerk

PERFORMER & AGENT: Zoppé, an Italian Theatrical Circus  
Attn: Kerby Lovallo, New World Classics  
Agent for Zoppé  
~~40 Norwich Meadows, Suite 14 XXXX~~  
~~Norwich, VT 05055~~  
~~XXXXXX~~

36 Briggs St  
New London CT  
06320

\*By:   
Zoppé Circus (Performer)

\*\*By:   
Kerby Lovallo (Agent)

Printed Name: Giovanni Zoppe

Printed Name: Kerby Lovallo

Title: Producer, Zoppe Circus

Title: Director, New World Classics

If required by City, proper notarial acknowledgment of execution by Performers must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

- \*Group A.** Chairman, President, or Vice-President
- \*\*Group B.** Secretary, Assistant Secretary, CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

**Exhibit "A"**  
**Schedule of Performances**

**Arrival and Set-up** Thursday, October 5, 2023

**Set up and Rehearsal** October 5-11

**Performances**

Thursday October 12 – One Performance, Dinner Show (no bleachers)

Friday October 13 – 4pm & 7pm

Saturday October 14 – 12pm, 3pm &

7pm Sunday October 15 - 12pm, 3pm &

6pm Wednesday October 18 – 6:30pm

Thursday October 19 - 6:30pm

Friday October 20 - 4pm & 7pm

Saturday October 21 - 12pm, 3pm & 7pm

Sunday October 22 - 12pm, 3pm & 6pm

Wednesday October 25 – 6:30pm

Thursday October 26 - 6:30pm

Friday October 27 - 4pm & 7pm

Saturday October 28 - 12pm, 3pm & 7pm

Sunday October 29 - 12pm, 3pm & 6pm

Tuesday October 31 – 6:30pm (or possible skip of this day)

## 7.F. - Page 14 of 17

Wednesday November 1 – 6:30pm

Thursday November 2 - 6:30pm

Friday November 3 - 4pm & 7pm

Saturday November 4 - 12pm, 3pm & 7pm

Sunday November 5 - 12pm & 3pm & 6pm

Tuesday November 7 – 6:30pm (or possible skip of this day)

Wednesday November 8 – 6:30pm

Thursday November 9 – 6:30pm

Friday November 10 - 12pm, 3pm & 7pm

Saturday November 14 - 12pm, 3pm & 7pm

Sunday November 12 - 12pm & 3pm & 6pm

Tuesday November 14 – 6:30pm (or possible skip of this day)

Wednesday November 15 – 6:30pm

Thursday November 16 - 6:30pm

Friday November 17 - 4pm & 7pm

Saturday November 18 - 12pm, 3pm & 7pm

Sunday November 19 - 12pm & 3pm & 6pm

Tuesday November 21 – 6:30pm

Wednesday November 22 – 6:30pm

Thursday November 23 – NO SHOWS

Friday November 24 – 12pm, 3pm & 7pm

Saturday November 25 - 12pm, 3pm & 7pm

Sunday November 26 - 12pm & 3pm & 6pm

**Clean-up and Departure** November 27 – November 30

All Vehicles/Equipment off lot by November 30, 11pm. (Another event prepping the next day)

**Exhibit "B"**  
**Technical Rider**

In addition to the compensation agreement to retain Zoppé Circus, the City will provide staff time, labor, and materials, for the items below. The City's Parks and Recreation Services Department will manage the marketing, advertising, tent set up / tear down, clean up, access to electricity and water, and purchase/rental of equipment and supplies, food and beverage concessions, ushers, and ticket sales for Zoppé Circus.

City will provide the following:

**1) FREE PARKING FOR RECREATIONAL VEHICLES**

Reserved space near the performance area for up to five (5) R.V.'s upon arrival, including:

**A) Electricity in R.V. Area**

Six (6) Electrical Edison outlets with 20 amp breakers each outlet in the R.V. parking location. If non-animal R.V.'s are not able to park next to the tent area, additional power and lights will be required in that area.

**B) Water**

Water faucet connection for garden hose near R.V. parking. If system uses a key, PERFORMERS are to be given the key upon arrival. PERFORMERS will return key to CITY prior to vacating the premises. Standard hose coupling is acceptable.

**C) Animal Parking**

Animal vehicles should be permitted to park by the circus tent. If R.V. trailer parking is located in an area other than by the circus tent, additional electric and water is required. Dumpster should be placed close to the animal parking in the location PERFORMERS designate upon arrival.

**2) EMERGENCY INFORMATION**

CITY will give PERFORMERS a list containing the names and phone numbers of local veterinarians, blacksmiths (for horseshoes) and hospitals to be used in case of emergency. Directions from the performance area to the hospital will be provided upon PERFORMERS' arrival.

**3) ANIMAL REQUIREMENTS**

**A)** Six (6) bales of regular grass hay with two (3) additional bales of regular grass hay needed per performance day Forty Five (45) bags of kiln-dried wood shavings, with four (4) additional bags needed per performance day.

**B)** If site is not grass, Presenter to provide one load of dirt (8 cubic yards on a level surface, 14 c yds on a pitched surface) (baseball diamond dirt is best - 60% sand, 20% clay, 20% dirt), and additional bags of shavings may be needed.

**C)** One (1) eight yard dumpster for animal waste should be placed close to animal

parking in the location PERFORMERS designate upon arrival. This will also be used for disposal of trash from the performances and performers. If local codes require trash and animal waste to remain separate, then two (2) dumpsters are required.

#### 4) PERFORMANCE REQUIREMENTS

##### A) Performance Space

A space measuring approximately 172' diameter circle (150' diameter is the minimum), is required for the set-up of the tent. Additional space is required for the living quarters for the performers and their animals. This space should be free and clear of all obstacles, and it is preferable that the space is a grass lot. CITY should make PERFORMERS aware of any underground obstacles (such as water pipes, electrical or gas lines) prior to the set-up of the tent. City is responsible for obtaining all licenses and permits as may be required to host Performers at the designated location.

##### B) Power 220 single-phase 200 amp electrical service is required for use by the PERFORMERS for the lighting, sound, and electricity for the circus tent and for the performers' living quarters.

#### 5) MISCELLANEOUS

##### A) Set-up Assistance

A minimum of 6 able-bodied persons to help with the set-up and take down of the tent. Time of set-up and take down will be determined by the PERFORMERS. Set-up is approx. 10 hours, Strike is approx. 6 hours; bleacher assembly is approx. 6 hours.

##### B) Accommodations

Up to two (2) recreational vehicles may be required to be supplied by the CITY. CITY will be notified no later than one (1) month prior to performance date as to whether these items are in fact needed.

##### C) Ushers, Ticket-takers, Concessions

Performers provide ushers. If the City wishes, the City can also provide ushers. The City provides concession sales, ticket takers and people to sell tickets at the door. Performers sell souvenirs only. Prior to selling merchandise on the premises, Performers must obtain a Business License from the City of Redwood City.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ESTABLISHING A TEMPORARY ONE-HOUR TIME LIMIT ON THE USE OF PARKING SPACES IN LIBRARY LOTS A, B AND C**

**WHEREAS**, Chapter 20, Article VII, Division 6 of the Redwood City Code regulates off-street public parking; and

**WHEREAS**, the City has been presenting the Zoppe Circus (“the Circus”) since 2008 and plans to present the Circus again during October and November of 2023; and

**WHEREAS**, the Circus will be held in a portion of Library Lot B and the Circus will be occupying a portion of Library Lot C to store equipment and stage the production, thus impacting available parking resources for Library customers; and

**WHEREAS**, imposing a temporary one-hour time limit on the use of parking spots in Library Lots A, B and C between October 5, 2023 and November 30, 2023 will serve the public interest by ensuring Library customers have greater access to parking spots that aren’t occupied by the City’s Circus activities.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES RESOLVE AS FOLLOWS:**

1. The City Council hereby finds and determines that the foregoing recitals are true and correct.
2. The City Council hereby imposes a temporary one-hour parking limit in Library Parking Lots A, B and C beginning on October 5, 2023 and ending on November 30, 2023.
3. This resolution is repealed effective December 1, 2023, at which time there will no longer be a one-hour time limit on the use of parking spots in Library Lots A, B and C.
4. This resolution shall become effective immediately upon adoption.

\* \* \*



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 11, 2023

### SUBJECT

Award Main Library Boiler Replacement Project to Bay City Boiler and Engineering Company, Incorporated to replace inoperable equipment required to ensure proper heating of the Redwood City Downtown Library

### RECOMMENDATION

By motion, approve and authorize the City Manager to execute the contract documents and award the standard form contract for the Downtown Library Boiler Replacement Project to Bay City Boiler and Engineering Company, Incorporated of Hayward, CA for their responsive and responsible low total bid of \$208,410; and authorize the City Manager or their designee to increase the contract amount, if necessary, up to 10% of the amount awarded in an amount not to exceed \$20,841 for a total amount of \$229,251.

### STRATEGIC PLAN GUIDING PRINCIPLE

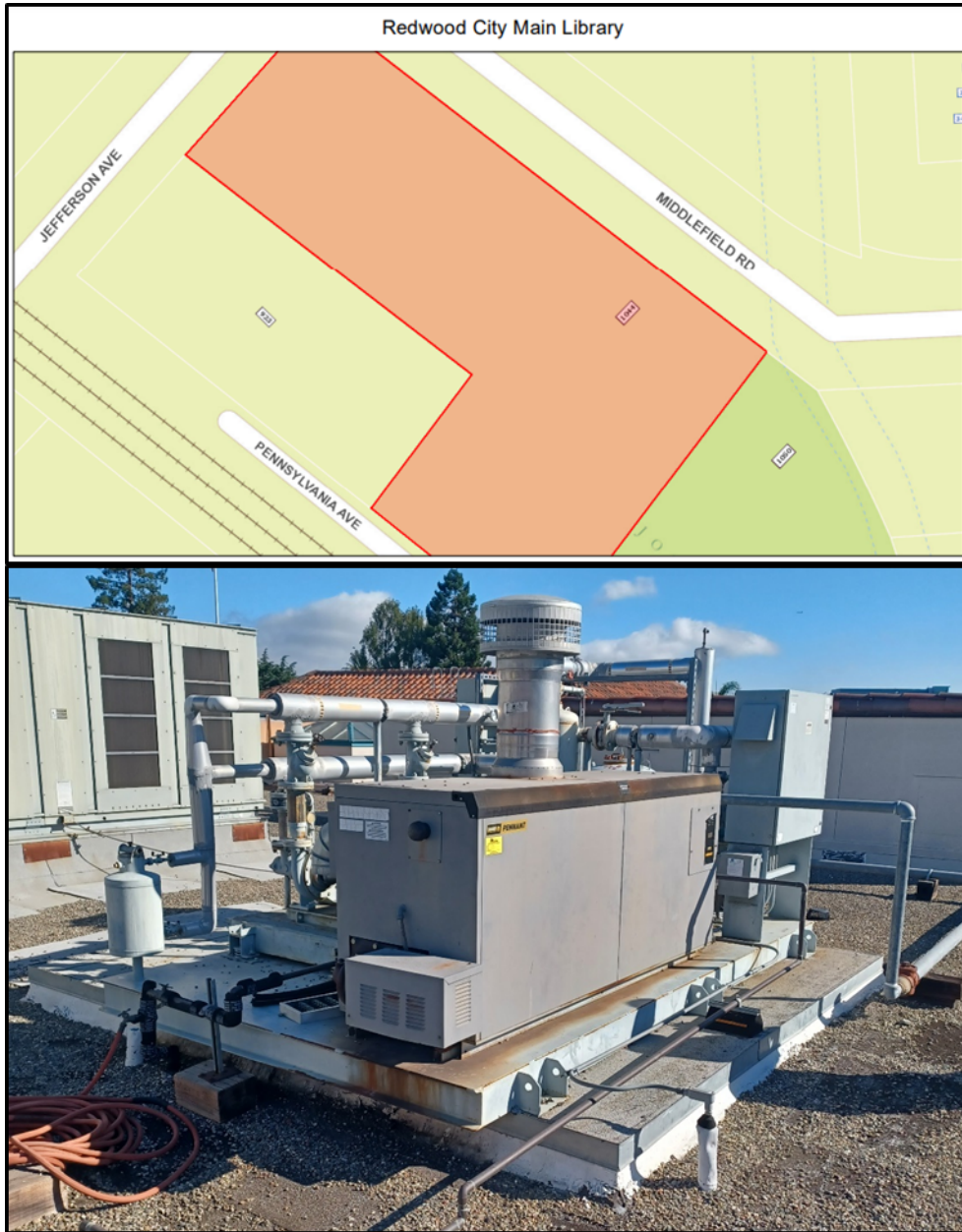
Excellence in Government Operations

### BACKGROUND

The City of Redwood City's (City) Public Works Services Department (PWS) is responsible for maintaining all City-owned facilities. In carrying out this responsibility, staff routinely assess the condition of systems vital to daily operations and identify those needing repair or replacement. Heating, ventilating, and air conditioning (HVAC) systems are essential for heating and cooling facilities based on seasonal needs, with boilers being a vital component of the heating capability of all HVAC systems.

The boiler at the City's Downtown Library is approximately 35 years old and past its intended life cycle. Staff has been able to extend the boiler's lifespan through the ability to source and replace parts over the years. This practice is no longer economically viable as replacement parts compatible with the current

setup are less readily available on the open market and, in some cases, no longer in production. Due to the inability to procure necessary replacement parts, the boiler is currently in an inoperable state, restricting staff's ability to heat the facility adequately. Given the current warmer climate, the heating constraint has not negatively impacted facility operations, as there has not been a need to heat the facility for prolonged periods. However, the boiler and supporting components, such as valves, circulation pumps, piping, and insulation, will need to be replaced before the winter months when optimal heating capacity will be required. Furthermore, staff must facilitate the removal of the existing boiler equipment from the rooftop to be sent to a certified recycling center. The following images depict the general location of the project and the current boiler system.



On August 4, 2023, staff issued a Notice Inviting Bids (NIB) that was published in the *San Mateo Daily Journal* and posted on the City’s website. Staff also notified multiple prospective bidders of the solicitation and the NIB was listed on ConstructConnect.com, a subscription-based website that informs contractors of open commercial construction projects throughout the United States and Canada. The solicitation was also posted on the Builders’ Exchange of Santa Clara’s website, an industry resource for contractors seeking open projects throughout the region. Three prospective bidders attended the mandatory pre-bid site-walk and two bids were received by the August 22, 2023 submission deadline.

**ANALYSIS**

The bids received are summarized below:

Bidder	Bid Price
Bay City Boiler and Engineering Company, Incorporated	\$208,410
Bayside Heating and Air Conditioning, Inc. dba CP Mechanical	\$271,411

As seen above, Bay City Boiler and Engineering Company, Incorporated is the lowest responsive and responsible bidder. It is not uncommon to identify the need for change orders in the construction industry once work begins. Therefore, staff generally factor in contingency funding to facilitate these needs when projecting final costs. Staff recommends approval and authorization for the City Manager to execute an agreement with Bay City Boiler and Engineering Company, Incorporated for a total amount not to exceed \$208,410; and authorize the City Manager or their designee to increase the contract amount, if necessary, up to 10% of the amount awarded in an amount not to exceed \$20,841 for a total amount of \$229,251.

**FISCAL IMPACT**

Funds will be allocated from the Tenant Improvement Program Account within the Capital Outlay Fund.

**ENVIRONMENTAL REVIEW**

This project meets the CEQA exemption criteria as set forth in CEQA Guidelines Section 15301 (Class 1 – Existing Facilities) in that it involves the minor alteration of existing City Facilities with negligible or no expansion of an existing use.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council may elect not to award the agreement as recommended and direct staff to pursue alternative solutions for completing the project.

**ATTACHMENTS**

None

**REPORT PREPARED BY:**

Aaron Nair, Management Analyst  
anair@redwoodcity.org  
(650) 780-7474

**APPROVED BY:**

Terence Kyaw, Public Works Director  
Melissa Stevenson Diaz, City Manager



## STAFF REPORT

### To the Honorable Mayor and City Council From the City Manager

**DATE:** September 11, 2023

#### **SUBJECT**

Agreement with Pump Repair Service Co. for annual storm pump maintenance and repair services to ensure functionality and readiness of storm pump operations for their intended use

#### **RECOMMENDATION**

By motion, approve and authorize the City Manager to execute a one-year agreement for services with Pump Repair Service Co. in an amount not to exceed \$250,000, including City Manager authority to extend the Agreement for three additional two-year terms through 2030, for a total contract amount not to exceed \$1,750,000 for storm pump maintenance and repair services.

#### **STRATEGIC PLAN GUIDING PRINCIPLE**

Excellence in Government Operations

#### **BACKGROUND**

The City of Redwood City's (City) Public Works Services Department (PWS) is responsible for conducting maintenance activities related to the City's stormwater conveyance system. Preventative maintenance (PM) is required annually to ensure approximately 45 stormwater pumps are adequately maintained to perform their intended functions. Staff has historically utilized outside contractors with expertise in the field to provide annual preventative maintenance and conduct repairs as needed. The existing agreement for the required services is nearing expiration.

On July 19, 2023, staff issued a Notice Inviting Bids (NIB) published in the *San Mateo Daily Journal* and posted on the City's website. Staff also notified multiple prospective bidders of the solicitation, and four bids were received by the August 9, 2023, submission deadline.

**ANALYSIS**

Prospective bidders were required to attend a site walk conducted by City staff. During the site walk, staff escorted attendees to four pump stations throughout the City. This exercise was intended to allow bidders the opportunity to view a sample of the various types of pumps that would require annual PM services. Bidders were asked to submit the cost for performing PM services for 45 pumps and quote the price of providing as-needed or emergency repairs using predetermined quantities listed on the bid form. The bid submission form also factored materials markup costs into the total bid submitted by each bidder.

The purpose of using pre-selected units as the baseline for as-needed or emergency repairs was to allow staff to determine the lowest responsive and responsible bidder based on price. While the cost of annual PM services is fixed, the total number of hours of as-needed services and materials required annually varies and can exceed the baseline amounts listed in the bid. The bids only represent potential labor costs and not the cost of materials that may be required to provide services. The submissions received are summarized below.

Contractor	Bid Amount
Pump Repair Service Co.	\$ 228,500
Commercial Pump & Mechanical, Inc.	\$ 236,125
Grundfos CBS, Inc.	\$ 319,250
Bartley Pump PM, LLC dba PumpMan NorCal	\$ 351,000

Pump Repair Service Co. (Pump Repair) is the lowest responsive and responsible bidder. Pump Repair has provided services to the City in the past, and their quality of work meets the City’s standards. As described above, service costs can fluctuate annually based on needs and budget availability. Staff requests authorization for a not-to-exceed amount intended to facilitate the City’s needs most efficiently. However, staff will only encumber funds as necessary and as adopted budgets in respective fiscal years will allow.

Staff recommends approval and authorization for the City Manager to execute a one-year agreement for services with Pump Repair Service Co. in an amount not to exceed \$250,000, including City Manager authority to extend the Agreement for three additional two-year terms, for a total contract amount not to exceed \$1,750,000 for storm pump maintenance and repair services.

**FISCAL IMPACT**

This agreement will span multiple fiscal years. Staff will allocate funds from the PWS operating budget based on the adopted budgets for each fiscal year on an as-needed basis.

**ENVIRONMENTAL REVIEW**

This project meets the CEQA exemption criteria as set forth in CEQA Guidelines Section 15301 (Class 1- Existing Facilities) in that it involves the maintenance of existing City facilities with negligible or no expansion of use.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council may choose not to award the agreement as recommended and direct staff to pursue an alternative method to providing services.

**ATTACHMENTS**

Attachment A – Agreement for Services with Pump Repair Service Co.

**REPORT PREPARED BY:**

Aaron Nair, Management Analyst  
anair@redwoodcity.org  
(650) 780-7474

**APPROVED BY:**

Terence Kyaw, Public Works Director  
Melissa Stevenson Diaz, City Manager

**AGREEMENT FOR SERVICES  
PUMP REPAIR SERVICE CO.**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and Pump Repair Service Co., a California corporation ("Contractor").

**RECITALS**

- A. City requires storm pump maintenance and repair services.
- B. Contractor has the necessary experience in providing such services.
- C. Selection of Contractor is expected to achieve the desired results in an expedited fashion.
- D. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated herein by reference. City will have the right to modify the scope of work to delete tasks in whole or in part. Any individuals listed as "Key Personnel" on Exhibit "A" will perform the roles ascribed to them in Exhibit "A". Contractor may not change the list of Key Personnel without the prior written consent of the City.
2. Standard of Performance. While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the urban Northern California Area. Contractor will also use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will be for a period of one year from the Effective Date. The City Manager may amend the Agreement to extend it for three additional two-year periods in an amount not to exceed Five Hundred Thousand Dollars (\$500,000) per extension term. Any extension will require a written amendment executed by both parties indicating the effective date and length of the extended Agreement.
4. Schedule. Contractor will adhere to the schedule set forth in Exhibit "A", provided, that City, in its discretion, may grant reasonable extensions when performance of the Services is delayed due to unusually lengthy governmental reviews or other unexpected,

unavoidable circumstances. Such circumstances will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Contractor's officers or employees.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City will pay to Contractor a not-to-exceed amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the completion of all the work and services described herein, which sum will include all costs or expenses incurred by Contractor, payable as set forth in Exhibit "A". City will have the authority to withhold a 10% retention until it has accepted all of the Services as complete.

6.1 Contractor must submit applications for payment that contain the following:

6.1.1. A clear, detailed invoice reflecting Services for which Contractor is billing City;

6.1.2. A summary sheet showing hourly rates (if applicable);

6.1.3. Number of hours worked;

6.1.4. Percentage of Services completed to date;

6.1.5. Amount/percent billed to date;

6.1.6. Current status of all tasks within a project;

6.1.7. Any backup documentation reasonably necessary to substantiate the preceding items; and

6.1.8. Any changes to the anticipated work schedule.

6.2. The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its officers, agents, employees, Contractors, or subcontractors (collectively, "Contractor Personnel"). City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or any Contractor Personnel. Contractor agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Contractor or any Contractor Personnel for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Contractor.

7. Status of Contractor. Contractor will perform the Services as an independent contractor and not as an employee of City. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

8. Labor Code Prevailing Wage. To the extent required by law, Contractor will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages. When prevailing wage rules are applicable, the following provisions apply:

8.1. No less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Services under this Agreement will be paid to all workers, laborers and mechanics employed in the execution of the Services by the Contractor or any subcontractor doing or contracting to do any part of the Services.

8.2. The appropriate determination of the Director of the California Department of Industrial Relations will be filed with and available for inspection at City offices.

8.3. Contractor will post, at each job site, a copy of the prevailing rate of per diem wages.

8.4. The Contractor will forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

9. Subcontracting. Contractor will not subcontract any portion of the Services without prior written approval of the City Manager or their designee. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the subcontractor's acts and omissions as Contractor is for the acts and omissions of persons directly employed by Contractor. Such responsibility will include responsibility for the acts and omissions of the subcontractor's officers, employees, Contractors, subcontractors, and agents. Nothing contained in this Agreement will create any contractual relationship between City and any subcontractor, and Contractor will be responsible for paying subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement that bind Contractor unless specifically noted to the contrary in the subcontract and approved in writing by the City Manager or their designee.

10. Other Contractors. City reserves the right to employ other Contractors in connection with the Services.

11. Indemnification.

11.1 Contractor will defend, indemnify and hold harmless (collectively "Indemnify") City and its officers, boards and commissions, agents, employees and

volunteers (collectively "Indemnitees") from and against all claims, damages, losses and expenses including attorney fees (collectively "Losses") arising out of the performance of the Services, caused or claimed to be caused by the acts, errors and/or omissions of Contractor, or any Contractor Personnel or anyone for whose acts any of them may be liable (collectively, "Responsible Parties"). Contractor's responsibilities under this Section 11 include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Contractor's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

11.2 Notwithstanding Contractor's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from Contractor, if City chooses to do so.

11.3 Contractor agrees to pay any and all costs City incurs enforcing the provisions set forth in this Section 11.

11.4 Subsection 11.1 notwithstanding, in accordance with California Civil Code Section 1668, as amended, nothing in this Agreement will be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

11.5 Nothing contained in this Agreement will be construed to require Contractor to Indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.8, as amended. To the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as amended, such duties of Contractor to indemnify will not apply when to do so would be prohibited by California Civil Code Section 2782 as amended.

11.6 The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation plan is included as a loss, expense or cost for the purposes of this Section 11.

11.7 Acceptance by City of Contractor's services and duties will not operate as a waiver of City's rights under this Section 11.

11.8 The parties expressly agree that this Section 11 will survive the expiration or early termination of the Agreement.

12. Insurance. Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by

Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-VII".

12.1 Coverages and Limits. Contractor, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement.

12.1.1 Commercial General Liability Insurance. Contractor will maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.2 Business Automobile Liability Insurance. Contractor will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles. For on-call services agreements, the Business Automobile Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.3 Workers' Compensation Insurance. Contractor will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

12.1.4 Employer's Liability Insurance. Contractor will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

12.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Contractor providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

12.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Contractor commence any work or provide any Services

under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

12.4 Failure to Maintain Coverage. If Contractor fails to comply with these insurance requirements, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

13. Business License. Contractor will obtain and maintain a City of Redwood City Business License for the term of the Agreement, including any extension terms.

14. Ownership of Documents. If Exhibit "A" or any task order or purchase order under this Agreement lists a document, report, or other material as an item to be provided by Contractor to City (a "Deliverable"), such Deliverable will be and remain the property of City. Contractor will provide a copy of all Deliverables to City in their native format. Contractor may retain one copy of any Deliverable for its internal records, but it may not use a Deliverable for any other purpose without the prior written consent of City. Any reports and other material prepared by or on behalf of Contractor under this Agreement that are not Deliverables (collectively, the "Contractor Documents") will be and remain the property of Contractor. City may request copies of Contractor Documents, and to the extent Contractor agrees to provide copies of such Contractor Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Contractor.

15. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Such records will not be Deliverables prepared for City and will be Contractor Documents for purposes of this Agreement. Nothing herein will convert such records into public records, and they will be available only to City and any specified public agencies. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow City to inspect of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

16. Copyrights. Contractor agrees that all copyrights that arise from the Services will be vested in City, and Contractor relinquishes all claims to the copyrights in favor of City.

17. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City:

City of Redwood City  
 Attention: City Manager  
 1017 Middlefield Road  
 Redwood City, CA 94063  
 (650) 780-7000

For Contractor:

Jim Sedlack  
 Project Manager  
 P.O. Box 34327  
 San Francisco, CA 94134  
 (415) 215-5379

Except as otherwise stated, all notices provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

18. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Contractor or any Contractor Personnel, Contractor or Contractor Personnel will complete and file with the City Clerk the Statement of Economic Interests Form 700.

Contractor, for Contractor and on behalf of all Contractor Personnel, warrants by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Contractor further warrants that neither Contractor, nor any Contractor Personnel have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Contractor will file with City an affidavit disclosing this interest.

19. General Compliance with Laws. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

20. Discrimination and Harassment Prohibited. Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination.

21.1 Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

21.2 If Contractor fails or refuses to perform any of the provisions of this Agreement, and if Contractor does not cure the default within five (5) days of the City providing a written notice specifying the nature of the default, City may terminate this Agreement immediately by giving written notice to Contractor.

21.3 If City materially fails or refuses to perform any of the provisions of this Agreement, and if City does not cure the default within thirty (30) days of Contractor providing a written notice specifying the nature of the default, Contractor may terminate this Agreement immediately by giving written notice to City.

21.4 Within ten (10) days of termination pursuant to this Section 21 or of the natural expiration of this Agreement, Contractor will assemble any Deliverables without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed up to the termination date; however, the total will not exceed the amount payable under this Agreement. City will determine the final payment amount based upon the value of the work product delivered to City and the percentage of the Services performed.

22. Covenants against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims and Lawsuits. Contractor acknowledges that if a false claim is submitted to City by Contractor, Contractor may be subject to criminal prosecution for fraud. Contractor also acknowledges that California Government Code sections 12650 *et seq.* (the False Claims Act), as amended, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding. As a result of such proceeding, Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California. The Parties waive all provisions of law providing for a change of venue in these

proceedings to any other county.

25. Successors and Assigns. This Agreement will be binding upon the Parties and their respective successors and assigns. Contractor may not assign this Agreement, nor any part of it, nor any monies due or to become due under it without the prior written consent of City, which City may withhold in its sole discretion.

26. Paragraph Headings. Headings in this Agreement are for convenience only and are not part of any provision in this Agreement. No heading will be construed to change the meaning of any provision.

27. Entire Agreement; Conflicts. This Agreement, together with any other written document referred to or contemplated by it, along with any purchase order or task order for this Agreement, embodies the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any purchase order or task order and any other attachment or exhibit.

28. Amendments. This Agreement may only be amended, modified, waived or discharged in a writing signed by both Parties.

29. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

30. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

*(Signature Page Follows)*

CITY: City of Redwood City,  
1017 Middlefield Road  
Redwood City, CA 94063

By: \_\_\_\_\_  
Melissa Stevenson Diaz, City Manager

ATTEST:

\_\_\_\_\_  
Yessika Castro, Interim City Clerk

CONTRACTOR: Pump Repair Service Co.  
P.O. Box 34327  
San Francisco, CA 94134

\*By: Wayne Archer  
Wayne Archer (Aug 22, 2023 15:06 PDT)

\*\*By: David Archer  
David Archer (Aug 22, 2023 15:40 PDT)

Printed Name: Wayne Archer

Printed Name: David Archer

Title: President

Title: Secretary

If required by City, proper notarial acknowledgment of execution by Contractor must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**\*Group A.**  
Chairman,  
President, **or**  
Vice-President

**\*\*Group B.**  
Secretary,  
Assistant Secretary,  
CFO **or** Assistant Treasurer

**Otherwise**, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

**EXHIBIT "A"****SCOPE OF SERVICES**

Contractor shall maintain the City's storm water pumps, motors and related apparatuses. Contractor shall furnish all parts, materials, labor, equipment, tools, and fuel necessary to complete the work. Contractor is also responsible for disposal of any unusable material and debris as a result of the work.

**Task 1: Annual Preventative Maintenance (PM)**

- A. Contractor shall perform annual PM inspections for storm water pumps and motors. At a minimum, PM shall include:
- Checking electrical condition of insulation on power cable and on all phases of motor
  - Checking for any loose or faulty electrical connections within the pump control panel
  - Checking resistance between stator windings
  - Checking voltage supply between all phases of the electrical control panel
  - Checking voltage balance between all phases on the load side of the pump control with pump on
  - Checking electrical contacts on soft starts
  - Checking amperage draws on all phases of the pump motor
  - Changing oil and grease on all components (cost of oil and grease included)
  - Checking and setting pump shaft lubricant dripper
  - Checking impeller clearance and adjust as needed
  - Checking for noise and vibration in pump motor
  - Checking physically for damage of pump motor and power cable
  - Checking for correct shaft rotation
  - Checking for leakage at the discharge connection and impeller shaft
  - Testing pump operation cycle
  - Any work not specifically mentioned, but which is needed to make the maintenance complete within the intent of this specification shall be performed without additional cost.
- B. Contractor shall replace parts with the same make and model as the original component, unless Contractor obtains written authorization from City staff.
- C. Contractor shall provide a written report of all findings, results, and work performed for each pump and pump station upon completion of PM. Written reports shall be conformed to a format approved by City and will include, at a minimum, all information listed in the above Item A.
- D. Contractor shall complete PM inspections for all assigned storm water pumps and motors before May of each year.
- E. Contractor shall contact City staff to arrange for pump station site access to perform

PM inspections. Contractor shall perform all PM inspections during the workweek (Monday -Friday), between 7:00 a.m. and 4:00 p.m. If Contractor is called away and cannot complete the scheduled PM, Contractor shall return the next working day to complete the work.

- F. Contractor shall notify City staff immediately upon discovering any emergency or immediate repairs needed to a pump during the course of PM inspections.

#### Task 2: Repairs

- A. Contractor shall provide a written repair proposal and obtain written approval from City staff before starting any repairs.
- B. Contractor shall submit to City staff the following information in order to obtain written approval for a repair:
- A description of the work determined to be necessary;
  - A cost estimate for such work; and
  - An expected timeline for completion.
- C. Contractor shall remove, transport, repair or replace, and re-install pumps, motors, and related equipment to and from the City's storm water pump stations.
- D. Contractor shall coordinate with City staff for access to the pump stations.

#### Task 3: On-Call and Emergency Requests

- A. Contractor shall maintain a telephone number for the entire term of the agreement, and any and all extensions, at which City staff can reach Contractor 24 hours a day, 365 days a year for emergency requests.
- B. Contractor shall respond to emergency requests within 4 hours of receiving notice from City staff. Notice may include written or verbal communication, including but not limited to emails and phone calls.
- C. Contractor shall perform a site visit within 24 hours of receiving notice from the City and utilize best available options to provide a timely resolution.
- D. Contractor shall respond within 48 hours to non-emergency requests.

### **FEES**

City shall pay Contractor on a cost per unit basis as outlined in the fee schedule below in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000). Materials purchased by Contractor to complete required services shall be billed with a 10% mark-up. Invoices shall be billed upon completion of services with Net 30 payment terms, in a form consistent with Section 6, Compensation.

Task 1	Unit	Unit Price
Annual Preventative Maintenance	Per Pump	\$540

Task 2 & 3 Repairs, On-Call and Emergency Requests	Unit	Unit Price
Service Truck	Per Hour	\$7
Auto Crane	Per Hour	\$50
17 Ton Crane Truck	Per Hour	\$81
28 Ton Crane Truck	Per Hour	\$125
Lead Operator – Regular Rate	Per Hour	\$135
Lead Operator – Overtime Rate	Per Hour	\$202
Helper –Regular Rate	Per Hour	\$135
Helper – Overtime Rate	Per Hour	\$202
Confined Space Entry	Per Occurrence	\$25

# RWC - Pump Repair Service Co Agreement

Interim Agreement Report










2023-08-23

Created:	2023-08-22
By:	PWS-Aaron Nair (anair@redwoodcity.org)
Status:	Out for Approval
Transaction ID:	CBJCHBCAABAAiicezrH6cDKYlchpID2Fsh0XNT7PaXRU

## Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "RWC - Pump Repair Service Co Agreement" History

-  Document created by PWS-Aaron Nair (anair@redwoodcity.org)  
 2023-08-22 - 7:59:56 PM GMT- IP address: 76.14.0.190
-  Document emailed to warcher@pumprepairservice.com for signature  
 2023-08-22 - 8:02:15 PM GMT
-  Email viewed by warcher@pumprepairservice.com  
 2023-08-22 - 10:01:36 PM GMT- IP address: 172.226.212.11
-  Signer warcher@pumprepairservice.com entered name at signing as Wayne Archer  
 2023-08-22 - 10:06:00 PM GMT- IP address: 69.42.6.82
-  Document e-signed by Wayne Archer (warcher@pumprepairservice.com)  
 Signature Date: 2023-08-22 - 10:06:02 PM GMT - Time Source: server- IP address: 69.42.6.82
-  Document emailed to darcher@pumprepairservice.com for signature  
 2023-08-22 - 10:06:03 PM GMT
-  Email viewed by darcher@pumprepairservice.com  
 2023-08-22 - 10:35:54 PM GMT- IP address: 107.77.212.186
-  Signer darcher@pumprepairservice.com entered name at signing as David Archer  
 2023-08-22 - 10:40:40 PM GMT- IP address: 107.77.212.186
-  Document e-signed by David Archer (darcher@pumprepairservice.com)  
 Signature Date: 2023-08-22 - 10:40:42 PM GMT - Time Source: server- IP address: 107.77.212.186

 Document emailed to PWS-Aaron Nair (anair@redwoodcity.org) for approval

2023-08-22 - 10:40:44 PM GMT





## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 11, 2023

### **SUBJECT**

Waive second reading and adopt ordinance amending Chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to allow fees to be set by City Council resolution; no changes made to fee amounts

### **RECOMMENDATION**

Waive the second reading and adopt an ordinance amending chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to authorize that fees be set by City Council resolution.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Excellence in Government Operations

### **BACKGROUND**

On [August 28, 2023](#), the City Council introduced (7-0) the ordinance amending Chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to allow fees to be set by City Council resolution; no changes made to fee amounts. The August 28, 2023, staff report describes the amendment in detail and is attached to this staff report as Linked Document 1. The City Council introduced the ordinance as recommended by staff without revisions.

### **ANALYSIS**

This action to amend Section 20.165 of Article VII of Chapter 20 aligns the Temporary Parking Meter Permit fee with other fees in the City, allowing it to be set by City Council resolution and be updated with

## 7.I. - Page 2 of 5

other fees this fall. This is an administrative update to the Municipal Code to align this fee with other user fees in the code. The fee will later be set by City Council resolution, along with other City user fees.

### **FISCAL IMPACT**

There is no fiscal impact associated with this Municipal Code update. The fee will remain the same until updated by City Council resolution.

### **ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

### **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **ALTERNATIVES**

The alternatives available to the City Council include not adopting this change and leaving the fee hard coded or providing staff with alternative direction.

### **ATTACHMENTS**

Attachment A – Ordinance amending chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to authorize that fees be set by City Council resolution

### **LINKED DOCUMENTS**

[August 28, 2023 City Council Staff Report to waive first reading and introduce ordinance amending Chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to allow fees to be set by City Council resolution; no changes made to fee amounts](#)

**REPORT PREPARED BY:**

Giovanna Erkanat, Management Analyst II  
gerkanat@redwoodcity.org  
(650) 780-5957

**APPROVED BY:**

Jeff Schwob, Interim Community Development & Transportation Director  
Melissa Stevenson Diaz, City Manager

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING CHAPTER 20, ARTICLE VII, SECTION 20.165 OF THE REDWOOD CITY MUNICIPAL CODE RELATING TO TEMPORARY PARKING METER PERMITS TO AUTHORIZE THAT FEES BE SET BY CITY COUNCIL RESOLUTION**

**WHEREAS**, the City of Redwood City (“City”) has established regulations for Temporary Parking Meter Permits, codified in the Redwood City Municipal Code, Chapter 20, Article VII (“Stopping, Standing and Parking”); and

**WHEREAS**, Section 20.165 of the Redwood City Municipal Code specifies an application fee for temporary parking meter permits; and

**WHEREAS**, the City desires to amend Section 20.165 to specify that the application fee will be set by resolution of the City Council; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES ORDAINS AS FOLLOWS:**

**Section 1.** The recitals set forth above are true and correct and are hereby incorporated herein by this reference as if fully set forth in their entirety.

**Section 2.** The City Council of the City of Redwood City adopts the Ordinance by adding the text shown in double underline (example) and deleting the text shown in ~~strikeout (example)~~, as shown below.

**Section 3.** Section 20.165 of Article VII of Chapter 20 of the Redwood City Municipal Code is hereby amended to read as follows:

**Sec. 20.165. FEE; PAYMENT IN ADVANCE:**

Temporary parking meter permits shall be issued upon payment of an application fee in ~~the~~ an amount of thirty dollars (\$30.00) set by resolution of the City Council, together with the parking meter fees for each meter multiplied by the total number of hours for which parking fees are charged, per each day for which the temporary parking meter permit is issued. All fees shall be paid in advance prior to issuance of the permit.

**Section 4.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Redwood City hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this

Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

**Section 5.** This Ordinance has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”) and CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). The Ordinance is not a project under CEQA Guidelines Section 15378 because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

**Section 6.** This Ordinance shall go into effect thirty (30) days following its adoption.

**Section 7.** The City Clerk shall publish this Ordinance in accordance with applicable law.

\* \* \*

MAYOR JEFF GEE  
VICE MAYOR LISSETTE ESPINOZA-GARNICA  
COUNCIL MEMBER ALICIA C. AGUIRRE  
COUNCIL MEMBER KAIA EAKI  
COUNCIL MEMBER DIANE HOWARD  
COUNCIL MEMBER ELMER MARTINEZ SABALLOS  
COUNCIL MEMBER CHRIS STURKEN

DRAFT MINUTES

DOWNTOWN LIBRARY  
COMMUNITY ROOM, 2<sup>ND</sup> FLOOR  
1044 MIDDLEFIELD ROAD  
REDWOOD CITY, CA 94063

CITY COUNCIL  
SPECIAL MEETING AGENDA  
Saturday, August 26, 2023, 9:00 AM

1. **CALL TO ORDER** – Mayor Gee called the meeting to order at 9:00 a.m.
2. **ROLL CALL** – All Council Members were present.

Staff present: City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez, Interim City Clerk Yessika Castro, Assistant City Manager Michelle Poché Flaherty, Deputy City Manager Jennifer Yamaguma, Interim Community Development and Transportation Director Jeff Schwob, and Interim Assistant City Manager Patrick Heisinger.

3. **AB 2449 REQUESTS AND CONSIDERATIONS FOR MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE OR EMERGENCY CIRCUMSTANCES**

None

4. **PUBLIC COMMENT**

The following members of the public spoke:

- Miesje Aldrich
- Bryan Shields
- Dylan Finch

5. **STRATEGIC PLANNING AND COUNCIL PRIORITIES**

Mayor Gee gave welcome remarks and an overview of the purpose of the special meeting. Mayor Gee also expressed appreciation to the staff and consultants who worked on the agenda and logistics for the meeting, and introduced consultants Laura Bowen and Jaelyn Edwards of Viva Social Impact, to facilitate the session.

Facilitator Jaelyn Edwards led an ice-breaker activity and each Council Member shared accomplishments and contributions from the last 6 months.

**5.A. Background materials for August 26, 2023 City Council discussion of priorities**

City Manager Melissa Stevenson Diaz gave a presentation on the current Council priorities and staff capacity.

The City Council took a short break.

Facilitator Laura Bowen led a discussion between the Council and staff on the priorities addressed by the Council at the February 11, 2023 special off-site meeting. Council Members provided feedback on the projects outlined in Attachment J to the agenda packet.

City Manager Melissa Stevenson Diaz gave an overview of budget and revenue considerations and received Council input.

**6. ADJOURNMENT**

Mayor Gee adjourned the meeting at 11:26 a.m.

Respectfully submitted

Yessika Castro, CMC, CPMC  
Interim City Clerk

MAYOR JEFF GEE  
VICE MAYOR LISSETTE ESPINOZA-GARNICA  
COUNCIL MEMBER ALICIA C. AGUIRRE  
COUNCIL MEMBER KAIA EAKIN  
COUNCIL MEMBER DIANE HOWARD  
COUNCIL MEMBER ELMER MARTINEZ SABALLOS  
COUNCIL MEMBER CHRIS STURKEN

DRAFT MINUTES

1017 MIDDLEFIELD ROAD  
REDWOOD CITY, CA

JOINT CITY COUNCIL/  
SUCCESSOR AGENCY/  
PUBLIC FINANCE AUTHORITY  
REGULAR MEETING AGENDA  
Monday, August 28, 2023, 6:00 PM

1. **CALL TO ORDER** – Mayor Gee called the meeting to order at 6:01 p.m.

2. **ROLL CALL** – All Council Members were present.

Staff present: City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez, and Interim City Clerk Yessika Castro.

3. **PLEDGE OF ALLEGIANCE** – Council Member Sturken led the pledge of allegiance.

4. **AB 2449 REQUESTS AND CONSIDERATIONS FOR MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE OR EMERGENCY CIRCUMSTANCES** – None

5. **PRESENTATIONS/ACKNOWLEDGEMENTS**

5.A. **Proclamation recognizing International Youth Day**

Redwood City Together Executive Director Rafael Avendaño, PAL Center Directors Ivan Martinez, Jade Martinez, and Iliana Garcia, PACE Program Director Roberto Alvarez and PACE youth participant Ebise Biratu accepted the proclamation.

5.B. **Proclamation recognizing Senior Citizen Day**

Senior Affairs Commission Chair Hal Draeger and Parks, Recreation and Community Services Bruce Utecht accepted the proclamation.

6. **PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST AND ON ITEMS NOT ON THE AGENDA**

The following members of the public spoke:

- Bill Newell

- Marcelene Luna
- Larry Broussard
- Alison Madden

**7. CONSENT CALENDAR**

Council Member Eakin stated that out of an abundance of caution, she will be recusing herself from item 7I due to the location of her residence, as well as items 7L and 7U due to her place of employment.

**Motion and second, Espinoza-Garnica and Sturken, to approve all items on the Consent Calendar except 7I, 7L, and 7U, passed unanimously by roll call vote.**

**Motion and second, Espinoza-Garnica and Aguirre, to approve items 7I, 7L and 7U, passed 6-0-1 with Council Member Eakin recused.**

**7.A. Amendment No. 3 with ECS Imaging for continued Laserfiche licensing, support, and document scanning and conversion services (304)**

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 3 with ECS Imaging for continued Laserfiche licensing and support as well as document scanning and conversion services for Community Development and Transportation in an amount not to exceed \$101,466, through July 5, 2026, for a total contract amount of \$260,019.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.B. Amendment to the City of Redwood City's Classification and Salary and Wage Plan (905)  
Reso 16172 (0086)**

Recommendation:

Adopt a resolution amending the City's Classification and Salary and Wage Plan to amend the job descriptions for Public Works Maintenance Worker I/II, Lead Public Works Maintenance Worker, Utilities Locator, and Literacy Tutor-Student Coordinator.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.C. Approve large, recurring purchases necessary for operations in compliance with the City's Purchasing Policy (401)**

Recommendation:

By motion, approve and authorize payment of annual operating expenditures in excess of \$106,000 per fiscal year per vendor for fiscal year 2023-24 as provided in Table 1, for a total aggregate not-to-exceed amount of \$142,629,200.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.D. Investment Report for periods ending December 31, 2022, March 31, 2023, and June 30, 2023 (501)**

Recommendation:

By motion, approve the City's Investment Report for the periods ending December 31, 2022, March 31, 2023, and June 30, 2023.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.E. Rejection of general liability claim by Mr. Dean Sophal, represented by Shaun Bauman, of Bauman Law (303)**

Recommendation:

By motion, approve rejection of subject claim.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.F. Updating the officers and executive or managerial staff of the City of Redwood City and the City of Redwood City Public Financing Authority to order the deposit or withdrawal of monies in investment accounts with the State of California Local Agency Investment Fund (505)**  
**Reso 16173 (0087)**  
**Reso PFA 16174 (0088)**

Recommendation:

1. By motion, City Council, in its capacity as the legislative body of the City of Redwood City, adopt a resolution authorizing the investment of monies in the State of California Local Agency Investment Fund for the City of Redwood City and rescinding Resolution No. 15290; and

2. By motion, City Council, in its capacity as the governing body of the City of Redwood City Public Financing Authority, adopt a resolution authorizing the investment of monies in the State of California Local Agency Investment Fund for the City of Redwood City Public Financing Authority and rescinding Resolution No. PFA 13-04.

CEQA:  
Negative Declaration

**7.G. Agreement with West Coast Code Consultants, Inc. for on-call professional building services (304)**

Recommendation:

By motion, approve and authorize the City Manager to execute one-year Agreement for on-call professional building services with West Coast Code Consultants, Inc. for the not-to-exceed amount of \$2,300,000.

CEQA:  
This is not a project under California Environmental Quality Act (CEQA)

**7.H. Amendment No. 1 to agreement for Services with BKF Engineers, Inc. for design services for the Sanitary Sewer Pump Stations 8 & 9 Improvement Project (304)**

Recommendation:

By motion, approve and authorize City Manager to execute Amendment No. 1 to the Agreement for Services with BKF Engineers, Inc. to provide additional services for the completion of design of Sanitary Sewer Pump Station 8 & 9 for a not-to-exceed amount of \$55,000 with the option for the City Manager or designee to authorize, if necessary, up to 10% contingency of the total contract amount for a total contract amount of \$388,204.

CEQA:  
This is not a project under California Environmental Quality Act (CEQA)

**7.I. Final acceptance of construction improvements for the development at 910 Woodside Road, release of associated bonds, and approval of the First Amendment to and Assignment and Assumption of Landscape Maintenance Agreement with 910 Woodside Road, LLC (304)**

Recommendation:

1. By motion, accept the construction improvements for the development at 910 Woodside Road and authorize release of the bonds in accordance with the Subdivision

Improvement Agreement; and

2. By motion, approve and authorize the City Manager to execute a First Amendment to and Assignment and Assumption of the Landscape Maintenance Agreement with 910 Woodside, LLC.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.J. Cooperative Service Agreement between the City of Redwood City and United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services for Levee Predator Management (304)**

Recommendation:

By motion, approve and authorize each of the following three actions:

1. Approve and authorize the City Manager to execute the Cooperative Service Agreement (Cooperative Services Agreement) between the City of Redwood City and United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services covering the time period September 1, 2023 to August 31, 2028, for an amount not to exceed the annually approved amount specified in the Work and Financial Plan.
2. Approve and authorize the City Manager to execute Work and Financial Plan between the City of Redwood City and USDA, APHIS, Wildlife Services covering the time period September 1, 2023, through August 31, 2024, for a not to exceed amount of \$63,550.
3. Authorize the City Manager to execute future Work and Financial Plans between the City and USDA, APHIS, Wildlife Services in connection with the Cooperative Services Agreement for a total amount not to exceed \$400,000.

CEQA:

The work that is anticipated by the CSA and WFP are required mitigation measures identified for the regulatory permitting of the 1997 Levee Improvement Project.

**7.K. Response to 2022-2023 San Mateo County Grand Jury Report titled, “Accessory Dwelling Units: Affordable Housing’s Panacea or Prevarication?” (302)**

Recommendation:

By motion, approve the letter responding to the San Mateo County Civil Grand Jury Report titled “Accessory Dwelling Units: Affordable Housing’s Panacea or Prevarication?” and authorize the Mayor to sign and send the letter to the San Mateo County Civil Grand Jury.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.L. Public Service Easement Deed and Agreement for the development at 101 Westpoint Harbor Drive by Westpoint Harbor LLC (304)**

Recommendation:

By motion, approve and authorize the City Manager to execute a Public Service Easement Deed and Agreement with Westpoint Harbor LLC.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.M. Reject all bids for Sanitary Sewer Pump Station 8 & 9 Improvements Project (304)**

Recommendation:

By motion, reject all bids and authorize staff to re-bid the Sanitary Sewer Pump Station 8 & 9 Improvements Project at a later date.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.N. Amendment No. 3 to the agreement with Hinderliter, de Llamas & Associates to continue to provide subject matter expertise and technical support on cannabis management services (304)**

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 3 to Agreement for Services with Hinderliter, de Llamas & Associates (HdL Companies) covering the time period July 21, 2023 to July 20, 2024 for a not-to-exceed amount of \$124,000 for continued subject matter expertise and technical support on cannabis management services , and authorize the City Manager to extend the Agreement for two additional one-year terms, through July 20, 2026, for a total contract amount of \$244,000.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.O. Purchase of Emergency Vehicle Preemption Equipment from Global Traffic Technologies (304)**

Recommendation:

By motion, determine that due to Global Traffic Technologies' compatibility with existing City equipment, there is only one reasonable and practical source for the required equipment, and the contract may be awarded without a competitive bidding

process; and approve and authorize the City Manager to negotiate and execute the master purchase agreement with Global Traffic Technologies in an amount not to exceed \$300,000 over a three year term. (Requires 5/7 vote).

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.P. Amendment No. 1 to agreement with Redwood City Police Activities League (PAL) to implement the “Purposeful Action, Create and Engage” (PACE) Program for Transitional Age Youth (304)**

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment no. 1 to the Agreement for Services with the Redwood City Police Activities League (PAL) to manage the “Purposeful Action, Create and Engage” (PACE) Program for Transitional Age Youth, covering the time period September 15, 2023 through June 15, 2024, for a not-to-exceed amount of \$325,000, resulting in a total contract amount of \$675,000.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.Q. Purchase of replacements for the Redwood City Police Department Mobile Data Computer (MDC) system in all patrol vehicles (304)**

Recommendation:

By motion, approve and authorize the City Manager to execute an agreement with Stommel, Inc. d.b.a. LEHR Auto to purchase thirty-two (32) all-in-one Mobile Data Computer (MDC) Systems in the amount of \$186,365.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**7.R. Resolution authorizing South Bayside Waste Management Authority to acquire real property located at 1245 San Carlos Avenue, Unit E, San Carlos, California, to relocate its administrative office for cost efficiency and to increase community education event opportunities (609)  
Reso 16175 (0085)**

Recommendation:

Adopt a resolution approving South Bayside Waste Management Authority's (SBWMA) acquisition of real property located at 1245 San Carlos Avenue, Suite E, San Carlos, California, to be utilized as the administrative offices for SBWMA.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 7.S. Agreement with Prudential Overall Supply, Inc., in an amount not to exceed \$150,000, for the supply of rental uniforms, products, and related services, promoting the City's professional image and allowing easier identification of City staff during emergency events (304)**

Recommendation:

By motion, determine that due to nature of the products and support services, competitive bidding is not likely to serve the best interests of the City and the contract may be awarded without a competitive bidding process, and approve and authorize the City Manager to execute a five-year agreement for services through 2028 with Prudential Overall Supply, Inc. for the supply of rental uniforms, products, and related services in an amount not to exceed \$150,000 (requires 5 affirmative votes).

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 7.T. Agreement with Underground Republic Water Works, Inc. for various materials to effectively maintain and repair water and sewer utility systems (304)**

Recommendation:

By motion, approve and authorize the City Manager to execute a Master Purchase Agreement to supply water and sewer utility system materials with Underground Republic Water Works, Inc. for a one-year term through 2024 in an amount not to exceed \$540,000, including City Manager authority to extend the agreement for three additional two-year terms through 2030, for a total not to exceed contract amount of \$4,396,685.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 7.U. Purchase of four Ford Super Duty trucks from Towne Motor Company dba Towne Ford Sales in the amount of \$316,135 to replace end of life equipment (304)**

Recommendation:

By motion, approve and authorize the City Manager or their designee to execute the purchase of four Ford Super Duty trucks in the amount of \$316,135 from Towne Motor Company dba Towne Ford Sales of Redwood City, CA.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 7.V. Waive first reading and introduce ordinance amending Chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to allow fees to be set by City Council resolution; no changes made to fee amounts (301)**

Recommendation:

Waive the first reading and introduce an ordinance amending chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to authorize that fees be set by City Council resolution.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 7.W. Waive second reading and adopt ordinance amending Chapters 37 and 37A of the Municipal Code to adopt licensing and security requirements for retail establishments selling firearms or ammunition; and ordinance amending Section 31.12 of Article 31 of the Zoning Ordinance and adding Article 58 to the Zoning Ordinance to require a conditional use permit for firearms and ammunition retail sale use and to establish locational restrictions on such uses (301)**

**Ord 2527 (0009)**

**Ord 1130-389 (0010)**

Recommendation:

1. Waive second reading and adopt an ordinance amending Chapters 37 and 37A of the Municipal Code to adopt licensing and security requirements for retail establishments selling firearms or ammunition; and
2. Waive second reading and adopt an ordinance amending Section 31.12 of Article 31 of the Zoning Ordinance and adding Article 58 to the Zoning Ordinance to require a conditional use permit for firearms and ammunition retail sale use and to establish locational restrictions on such uses.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 7.X. Approve July 24, 2023 and August 21, 2023 City Council Minutes (301)**

- 7.Y. Approve claims and checks from August 28, 2023 to September 11, 2023 and the usual and necessary payments through September 11, 2023 (303)**

**8. PUBLIC HEARINGS - None**

9. STAFF REPORTS

9.A. Actions related to Redwood City's Anti-Displacement Strategy

(205)

**Interim Assistant City Manager Patrick Heisinger introduced the item, and Management Analyst Victor Gaitan gave a presentation.**

The following members of the public spoke:

- Greg Evans
- Stacy Engel Bogurn
- J.R. Rodine
- Albert Engel
- Katie Goetz
- Deacon Lauren McCombs
- Nancy Nagel
- Martha Beetley
- Jon Rose
- Magdalena Lara
- Amelia Garibay
- Emily Morris
- Carter Pohl
- Cathy Baird
- Clara Jaeckel
- Ernestina Colin
- Penny Nixon
- Vikas Maturi
- Trinidad Villagomez
- Sara Mendosa
- Constantine Kipnis
- Beatriz Aviña
- Reverend Tovis Page
- Diego Zargo
- Victor Herrera
- Alison Madden
- Fernando Peña
- Angelina Soldatos
- John Mendez
- Luz Morales
- Rhovy Antonio
- Jennifer L
- Dan Pan
- Mark Mollineaux

- Jenny Michel
- Jordan Grimes
- Michelle Trejo-Saldivar
- Paul Beaudreau
- GTL
- Call-in user

Recommendation:

By motion:

1. Receive an update regarding research associated with potential Anti-Harassment policy and Right to Return for renovation-related evictions, in response to prior City Council direction;
2. Direct staff to investigate the process of identifying a dedicated partner to provide tenant/landlord assistance and anti-harassment services on behalf of the City (including education, mediation, and tenant/landlord relationships) and return to the City Council with more information and recommendations in winter 2024;
3. Direct staff to investigate the possibility of adding provisions within the Just Cause Eviction policy amendments to the City's Relocation Assistance Ordinance to provide right-to-return remedies to tenants impacted by renovations to their unit and return to the City Council in winter 2024 with more information and recommendations;
4. Direct staff to monitor the legislature regarding bills that are currently under consideration and provide updates to the City Council; and
5. Direct staff to advance the policies that have already been approved as part of the Anti-Displacement Strategy ("ADS"), most notably, the Minimum Lease Terms and Relocation Assistance Ordinances, prior to adding additional tasks to the ADS.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**Motion and second, Eakin and Howard, to:**

**By motion:**

- 1. Receive an update regarding research associated with potential Anti-Harassment policy and Right to Return for renovation-related evictions, in response to prior City Council direction;**
- 2. Direct staff to investigate the process of identifying a dedicated partner to provide tenant/landlord assistance and anti-harassment services on behalf of the City (including education, mediation, and tenant/landlord relationships) and return to the City Council with more information and recommendations in winter 2024;**
- 3. Direct staff to investigate the possibility of adding provisions within the Just Cause Eviction policy amendments to the City's Relocation Assistance Ordinance to provide right-to-return remedies to tenants impacted by renovations to their unit and return to the City Council in winter 2024 with more information and recommendations;**
- 4. Direct staff to monitor the legislature regarding bills that are currently under**

consideration and provide updates to the City Council; and

5. Direct staff to advance the policies that have already been approved as part of the Anti-Displacement Strategy (“ADS”), most notably, the Minimum Lease Terms and Relocation Assistance Ordinances, prior to adding additional tasks to the ADS.

The motion passes 5-2 with Council Member Sturken and Vice Mayor Espinoza-Garnica opposed.

- 9.B. Side Letter between City of Redwood City and the bargaining unit represented by the Redwood City Police Supervisors’ Association (RCPSA) regarding restructuring Industrial Disability Retirement (IDR) retiree health benefits in order to reduce city costs (304)

Human Resources Director Michelle Katsuyoshi gave a presentation.

There was no public comment.

Recommendation:

By motion, approve Side Letter between City of Redwood City and the bargaining unit represented by the Redwood City Police Supervisors’ Association (RCPSA) regarding Industrial Disability Retirement (IDR) retiree health benefits.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**Motion and second, Aguirre and Espinoza-Garnica, to approve Side Letter between City of Redwood City and the bargaining unit represented by the Redwood City Police Supervisors’ Association (RCPSA) regarding Industrial Disability Retirement (IDR) retiree health benefits, passed unanimously by roll call vote.**

10. MATTERS OF COUNCIL INTEREST

- 10.A. Designate Voting Delegate and Alternate to the League of California Cities (LCC) Annual Conference September 20-22, 2023

Council Member Aguirre nominated Mayor Gee as the Voting Delegate, and Council Member Sturken as the Voting Delegate Alternate.

- 10.B. City Council Member Report of Conferences and Meetings Attended

Vice Mayor Espinoza-Garnica reported on the August 9 Housing Our People Effectively (HOPE) Interagency Council (IAC) meeting.

**10.C. City Council Committee Reports**

**A. Personnel Sub-Committee**

Vice Mayor Espinoza-Garnica gave an update.

**10.D. City Manager (Oral) Update**

City Manager Melissa Stevenson Diaz gave an update on the following:

- Notice of Funding Availability for \$8M to support creation of affordable housing in Redwood City
- Recycled water fill station now open at Public Works Services Corp Yard (1400 Broadway), Monday - Friday 7am-9pm, and Saturday - Sunday 7am-5pm, application and training required
- Tickets on sale for Oktoberfest event taking place September 20-24

Council Member Aguirre announced the Fiestas Patrias celebration taking place on September 17 at Courthouse Square.

**11. ADJOURNMENT** – Mayor Gee adjourned the meeting at 10:00 p.m.

Respectfully submitted for approval.

Yessika Castro, CMC, CPMC  
Interim City Clerk



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 11, 2023

### **SUBJECT**

Planning Commission Work Plan for FY 2023-2024 and FY 2024-2025

### **RECOMMENDATION**

By motion, approve the proposed Planning Commission Work Plan for FY 2023-2024 and FY 2024-2025.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Excellence in Government Operations

### **BACKGROUND**

The City Council has asked each City Board, Commission, and Committee (BCC) to prepare a two-year workplan for Council review and approval. The purpose of the work plan is to align BCC work with the City Council's Strategic Initiatives and priorities, which include Equity as a foundational guiding principle, as well as Housing, Transportation, and Children and Youth. Work plans are prepared by the BCC members and presented to the City Council by the BCC Chair and Vice Chair. The Planning Commission discussed the work plan at their July 18, 2023, meeting and adopted it at their August 15, 2023, meeting.

### **ANALYSIS**

The Planning Commission is composed of seven community members who are appointed by the City Council. The Planning Commission's purpose is defined by the City Charter with a mission laid out in the Commission's bylaws. Unlike other commissions and committees, the Planning Commission's role is to act upon land use legislation and discretionary projects as outlined in the Zoning Ordinance.

## 8.A. - Page 2 of 13

Traditionally, the Commission has not served an advocacy role in the community, and this is reflected in the suggested workplan goals and projects.

The Commission's Mission Statement reads:

In order to represent the citizens of the City, those individuals, groups, corporations, associations and other governmental entities which appear before it, and to discharge its duties and responsibilities granted to it by Section 17 of the City Charter, its conduct shall be governed by the following principles:

1. To strive for the best interest of the City of Redwood City and to evaluate all proposals as to the best interest of the entire community.
2. To maintain high moral and ethical standards and to ensure that honesty, integrity, reliability, and forthrightness will govern the Commission's contact with the public.
3. To permit all segments of the community to express their views and to respect such viewpoints from such segments.

The Planning Commission Work Plan for FY 2021-22 and FY 2022-23, included the following Goals:

### FY 2021-22 and 2022-23 Work Plan Status Update

Goals	Status Update
Collaboration with Other City Boards and Commissions	Three joint meetings held with Housing and Human Concerns Committee on the development of the Housing Element
Ongoing professional development and training	One Commissioner attended the League of California Cities training and one Commissioner attended the 21 Elements (two-session training)
Housing Element, Environmental Justice Element and Safety Element	Adopted February 2023
Downtown Precise Plan Amendments	Adopted June 2023
Transit District Plan	Adopted November 2022
Planning for Future Park and Open Space in Inner Harbor	Parks and Rec is the lead on the development of a Bayfront Park and Planning staff is assisting
Central Redwood City Plan	Work will begin this Fall

On July 18, 2023, the Commission discussed their new Work Plan and on August 15, 2023, they adopted their new Work Plan for FY 2023-24 and FY 2024-25. The Planning Commission considered but ultimately rejected two potential work items:

1. Studying whether to regulate life science uses outside of the Downtown Precise Plan (DTPP) boundaries (regulations and Biosafety Level (BSL) limits [BSL 1 & 2 only] have been established within the DTPP). New life science regulations for areas outside of the DTPP could potentially include performance standards that are tailored to biosafety levels, limits on Biosafety Levels, and requirements related to the proximity to other uses; and
2. Potentially updating their mission statement.

The Commission noted that there are a number of regulations on bioscience uses that are already in place and did not see additional study as a valuable use of staff time. The Commission also agreed that the current mission statement, while high level, was sufficient for the time being and that aligning with the City Council's strategic priorities helped them to align their work accordingly.

There was also a good discussion about additional potential items such as coordination with other committees and divisions in the City to learn about efforts underway on the Tree Ordinance and the work of the Transportation Advisory Committee and how it overlaps with their work program.

#### **Proposed FY 2023-24 and 2024-25 Work Plan**

The following summarizes the key components of the proposed work plan. Attachment A contains the full work plan.

1. **Collaboration.** Collaboration with Other City Boards and Commissions, including the Architectural Advisory Committee, Historic Resources Advisory Committee, and Housing and Human Concerns Committee.
2. **Ongoing Professional development and training.** Continued opportunities to attend the League of California Cities or other opportunities for continuing education.
3. **Housing Element Implementation.** Adopt the annual progress report and continue to implement the series of programs over the next eight years, with many action items falling over the next two years. Examples of action items include updates to subdivision ordinance and update parking requirements in the zoning code to allow for more housing.
4. **Gatekeeper Applications.** After adoption of the Downtown Precise Plan in June by the City Council, the Gatekeeper applications will move forward for processing. Staff anticipate these applications to come forward to the Planning Commission beginning in 2024.
5. **Central Redwood City Plan.** Develop a vision and policy approaches, facilitate public input and participation in the process and make recommendations to the City Council.
6. **Redwood Life Precise Plan and Environmental Impact Report.** Develop a Precise Plan with the community's input.
7. **Historic Preservation Ordinance.** Update the Historic Preservation Ordinance which received its last comprehensive update in 1980.

## **EQUITY IMPACT STATEMENT**

The Housing Element is the City's plan for the future housing needs of all residents at all income levels. The Housing Element contains extensive analysis that identifies barriers to fair housing and outlines meaningful actions, including specific housing programs that the City is taking to affirmatively further fair housing. The Central Redwood City Plan and Redwood Life Precise Plans are being scoped and both projects will include robust community engagement, with a focus on engaging people of all demographics in the City. The Historic Preservation Ordinance is also an upcoming effort and will involve a broader and more inclusive engagement process to ensure we reach all members of the community and do not unfairly burden residents, especially low-income residents living in historic properties and that any benefits of historic preservation activities are equitably distributed. Finally, the Gatekeeper applications all include community benefits packages that are proposed to be analyzed to ensure that they are adequate, i.e., that the benefits are above and beyond what is required. Many of these benefit packages include off-site affordable housing and other benefit packages that will increase opportunities for our most vulnerable residents. Further details on these items, such as benefits to the community, resources needed, and estimated completion times are in the Final Work Plan (Attachment A).

## **FISCAL IMPACT**

Staff time is required to administer the work plan and to assist the Planning Commission in achieving their goals. In addition, consultants will be brought on to help with the Central Redwood City Plan, the Redwood Life Precise Plan and potentially the Historic Preservation Ordinance. The Redwood Life Precise Plan will be full cost-recovery, meaning the applicant will fund all costs associated with developing the Precise Plan. The Central Redwood City Plan will draw from existing funding sources and an additional allocation is not needed at this time but will be needed in subsequent budget allocations. The Historic Preservation Ordinance is set to begin later this fiscal year and into next fiscal year so any budget requests will be brought forward when the scope is developed.

## **ENVIRONMENTAL REVIEW**

The Planning Commission Work Plan is not considered a project within the meaning of the California Environmental Quality Act (CEQA) because the Work Plan is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment per Section 150378 (b)(5).

## **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council could provide alternative or additional direction on the work plan topics and projects or prioritization.

**ATTACHMENTS**

Attachment A – Proposed Planning Commission Work Plan

**REPORT PREPARED BY:**

Susan Exline, Assistant Community Development Director  
sueexline@redwoodcity.org  
(650) 780-5934

**APPROVED BY:**

Jeff Schwob, Interim Community Development & Transportation Director  
Melissa Stevenson Diaz, City Manager

## Boards, Commissions and Committees Work Plan Guidelines

- Step 1** Review purpose of Commission as defined by Charter/Ordinance.
- Step 2** Develop a mission statement that reflects that purpose.
- Step 3** Discuss and outline any priorities established by Council.
- Step 4** Brainstorm goals, projects, or priorities of the Commission and determine the following:
- A. Identify priorities, goals, projects, and ideas
  - B. Determine the benefit if the project or item is completed
  - C. Is it mandated by State or local law or by Council direction?
  - D. Would the task or item require a policy change at Council level?
  - E. Resources needed for completion? (Support staff, creation of subcommittees, etc.)
  - F. Completion time? (1-year, 2-year, or longer term?)
  - G. Measurement criteria? (How will you know you are on track? Is it effective?)
- Step 5** Establish timing for projects.
- Step 6** Prepare final Work Plan for submission to Council for review and approval in the following order:  
Work Plan Cover Sheet, Listing of Members, Timing, Work Plan Worksheet – Steps 1 through 8
- Step 7** Use your approved work plan throughout its term as a guide to focus on the work at hand.
- Step 8** Report out on work plan priorities to the City Council, which should include:
- A. List of approved priorities or goals
  - B. Status of each item, including any additional resources required in order to complete
  - C. If an item on the list is not completed, indicate why it was not completed and list any additional time and/or resources that will be needed in order to complete

**Step 1**

<p>Review purpose of Commission as defined by Charter/Ordinance</p>	<p><b>From City Charter: Section 17. PLANNING COMMISSION:</b></p> <p>There shall be a City Planning Commission, which shall consist of seven members, who shall be appointed by the Council, to serve for four (4) years each, and thereafter until their respective successors are appointed and qualified, none of whom shall hold any other public office or position in the City. No person shall be appointed to the Planning Commission for more than four full consecutive terms. A partial term to which a person is appointed to fill a vacancy on the Planning Commission shall not be included in computing consecutive terms. The full term during which a member may resign shall be included in the same manner as if no resignation had taken place. If a member is not reappointed after serving one or more terms, such member may be appointed in a later appointment cycle and shall be eligible to serve four consecutive terms from the date of the later appointment. Full terms or partial terms served prior to January 1, 2019 shall be included in computing consecutive terms. When a member completes a term without being reappointed to the succeeding term, including instances in which a member is not reappointed because of the term limits set forth herein, such member shall continue to serve until their successor is appointed and qualified. (As amended November 6, 2018, certified by Secretary of State December 24, 2018).</p> <p>All members of the Commission shall, at the time of their appointments and continuously during their incumbencies, be residents and electors of the City. The Commission shall elect its Chairperson from among its members. Neither the City Attorney, the Planning Director nor any deputy or assistant of either of them, shall have the right to vote or enter into deliberations but shall be present in an advisory capacity only. (As amended November 6, 2007, filed by Secretary of State March 12, 2008).</p> <p>The Planning Commission shall exercise all powers and duties granted it by ordinance or resolution of the Council now or hereafter in effect and shall exercise such additional powers and duties as may now or hereafter be provided for by such general laws of the State as are not in conflict with this Charter, or any ordinance or resolution of the Council.</p> <p>The members of the present City Planning Commission in office at the time of this Charter taking effect shall continue in office until the end of the terms for which they have been respectively appointed. (As amended April 8, 1958, ratified by Legislature April 18, 1958; amended April 9, 1968, approved by Legislature April 29, 1968, Stats. 1968 Chapter 76; as amended April 10, 1984, certified by Secretary of State June 21, 1984; as amended November 4, 2003, certified by Secretary of State March 5, 2004; as amended November 8, 2005, certified by Secretary of State January 24, 2006.)</p>
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## 8.A. - Page 8 of 13

### Step 2

Develop or review a Mission Statement that reflects that purpose

*Who we are, what we do, who we do it for, and why we do it*

*From the Planning Commission Bylaws (2005), Preamble:*

In order to represent the citizens of the City, those individuals, groups, corporations, associations and other governmental entities which appear before it, and to discharge its duties and responsibilities granted to it by Section 17 of the City Charter, its conduct shall be governed by the following principles:

1. To strive for the best interest of the City of Redwood City and to evaluate all proposals as to the best interest of the entire community.
2. To maintain high moral and ethical standards and to ensure that honesty, integrity, reliability and forthrightness will govern the Commission's contact with the public.
3. To permit all segments of the community to express their views and to respect such viewpoints from such segments.

### Step 3

Discuss any priorities already established by Council as they relate to your respective BCC

#### **City's Strategic Goals for FY 2023-24**

**Foundational Guiding Principle:** Redwood City will put equity first, urging a collective restart so that policies serve the entire community.

Strategic Priorities

#### **Housing**

Meet our unique community housing needs for people at all income levels.

Goals:

- Preserve existing affordable housing
- Protect housing options for low and middle income residents
- Produce housing to meet Regional Housing Needs Assessment (RHNA) goals for moderate, low and very low income residents
- Partner on housing opportunities for unique populations

#### **Transportation**

Create and maintain a multimodal, safe and accessible transportation network.

Goals:

- Ensure Redwood City is considered in all strategic regional transportation initiatives
- Create an action plan to implement Vision Zero (zero fatalities or serious injuries involving road traffic)
- Create policies and infrastructure to support zero emissions trips

**Children and Youth**

Create opportunities for children and youth to grow, learn and play in safe and healthy environments.

Goals:

- Increase the number and affordability of child care spaces
- Increase opportunities for family entertainment, family-friendly businesses and youth activities
- Increase opportunities for youth to provide meaningful input
- Make key public meetings more accessible to families with children

Step 4

Fiscal Year 2023-24 and 2024-25 Work Plan						
Brainstorm goals, projects or priorities of the Commission	Benefit, if completed	Mandated by State, local law or by Council direction?	Required policy change at Council level?	Resources needed for completion? Staff or creation of subcommittees?	Estimated Completion Time	Measurement criteria How will we know how we are doing?
<u>Collaboration with other City boards and commissions</u> , including HRAC, AAC, and HHCC	Increased understanding of issues and work plan progress for each committee	No	No	None. Staff would schedule joint meetings with each committee to be held during regular Planning Commission meetings.	Joint meetings as needed.	Complete joint hearings with each committee by end of FY 2025
<u>Ongoing professional training and development</u> – Promote continuing education for Planning Commission members	Increased understanding of key land use topics and conducting effective public meetings	No	No	There is budget provided for Planning Commission training. Staff works with members to identify useful opportunities.	Ongoing, with additional training as needed for members	Compile a list annually of training opportunities provided and attended, such as League of California Cities and local training efforts.
Housing Element (HE) Implementing Programs and Annual Progress Report	HE required by state law and updated plans for growth, safety, and environmental justice.	Yes	Yes	Staff already allocated.	Work goes beyond the work program as it is an 8-year cycle.	Meet all program targets in the Housing Element
Gatekeeper Projects	Development and community benefits package	Yes	Yes	Cost recovery	At least two years to approve all the projects	All projects will need final actions by City Council
Central Redwood City Plan	Updated vision and plan for the Downtown	Yes	Yes	Consultant budget will be needed	Approximately three years.	Begin Fall 2023

## Fiscal Year 2023-24 and 2024-25 Work Plan

Brainstorm goals, projects or priorities of the Commission	Benefit, if completed	Mandated by State, local law or by Council direction?	Required policy change at Council level?	Resources needed for completion? Staff or creation of subcommittees?	Estimated Completion Time	Measurement criteria How will we know how we are doing?
Redwood Life Precise Plan	Scope and develop precise plan for area of Redwood Life	Yes CC Initiation action on 7/24	Yes	Staff planners identified and applicant will fund precise plan, environmental impact report (EIR) and community outreach	Approximately two years	Begin in Fall 2023
Updating Historic Preservation Ordinance	Updated policy direction and guidance for historic buildings	No	Yes	Will need consultant.	One year	Begin in January 2024

**8.A. - Page 12 of 13**  
**Step 5**

List identified Goals, Priorities and/or Tasks for the Commission	Timeframe		
	FY 2023-24	FY 2024-25	Ongoing
<u>Collaboration with other City boards and commissions</u> , including HRAC, AAC, and HHCC			X
<u>Ongoing professional training and development</u> – Promote continuing education for Planning Commission members			X
<u>Housing Element Implementation</u> - Annual Progress Report and continue with programs to implement the Housing Element	X	X	X
<u>Central Redwood City Plan</u> – develop vision and policy approaches; facilitate public input and participation in the process; make recommendations to City Council	X	X	
<u>Gatekeeper Projects</u> - develop community benefits packages and developer agreements for the DTPP gatekeeper projects	X	X	
<u>Redwood Life Precise Plan</u> - Develop the Precise Plan with community outreach and environmental analyses	X	X	
<u>Historic Preservation Ordinance</u> - staff will work with consultant to develop an updated ordinance	X	X	

**Planning Commission Members July 2023**

Commissioner	Rick Hunter, Chair
Commissioner	Filip Crnogoroc, Vice-Chair
Commissioner	Isabella Chu
Commissioner	Rudy Espinoza
Commissioner	Anthony Lazarus
Commissioner	Noemi Alvarez
Commissioner	Kimberly Koch



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 11, 2023

### **SUBJECT**

Senior Affairs Commission Work Plan for FY 2023-2024 and FY 2024-2025

### **RECOMMENDATION**

By motion, approve the Senior Affairs Commission Work Plan for Fiscal Year FY 2023-2024 and FY 2024-2025.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Excellence in Government Operations

### **BACKGROUND**

The City Council has asked each City Board, Commission, and Committee (BCC) to prepare a new two-year work plan for City Council review and approval. The purpose of the work plan is to align BCC work with the City Council's Strategic Plan, which includes Equity as a foundational guiding principle and set Housing, Transportation, and Children and Youth as Strategic Priorities.

The Senior Affairs Commission (SAC) is composed of seven community members who are appointed by the City Council. The SAC acts in an advisory capacity to the City Council or City Manager, focused on creating and maintaining senior programs and services throughout the city, and periodically reviewing established programs. The Commission makes recommendations to the City Council and City Manager regarding the funding of senior programs and services that operate within the city for the benefit of the seniors.

The Commission's mission statement reads:

*The general objectives of the Senior Affairs Commission shall be to encourage, foster, facilitate, establish and maintain programs for the enhancement of all matters relating to the social, economic, and personal wellbeing of the City's senior population.*

On July 19, 2021, the City Council approved the Senior Affairs Commission's FY 2021-22 and FY 2022-23 Work Plan which included the following Goals:

**Housing for Redwood City Seniors:** The SAC made the decision to sunset the in-house Senior Homeless Resource Flyer as our local partner agencies have filled this role citywide. An Ad Hoc subcommittee has researched local agencies providing services for housing facilities, transportation options, veterans' services, and food services, and is in the process of designing and distributing a multi-language, digital/printed document to be used by all City departments and partner agencies. It is intended to be available to all seniors and families within Redwood City and North Fairs. This new "Redwood City Senior Support List" will be available soon.

**Transportation for Redwood City Seniors:** The Senior Affairs Commission conducted a transportation needs survey at the Veterans Memorial Senior Center, the Peninsula Family Services Center, the Redwood Shores senior community, and online to get information from our senior community. The feedback received will create action items for the Commission's Work Plan. The Commission will also be seeking a meeting with the Transportation Advisory Committee for their input and ideas. A copy of the transportation survey can be found in Attachment B.

**Equity/Community for All Ages:** In 2019, the City was accepted as a member of the American Association of Retired Persons (AARP) Network of Age-Friendly Communities. As a member, cities are required to meet certain conditions to be certified as "age-friendly." A taskforce was created to develop an action plan and evaluate our community's progress in becoming more age friendly as part of the action plan. The framework outlines eight domains of livability which encompass major aspects of community life. All eight domains were considered while assessing and improving city programs, policies, and infrastructure. This completed action plan, Attachment C, is an aggregation of the work done so far.

The Senior Affairs Commission attended a meeting with the Youth and Teen Advisory Boards to listen, share ideas, and discuss program and learning opportunities together. These multi-generational meetings will also serve as a way for the Senior Affairs Commissioners to mentor youth leaders.

### ANALYSIS

The new SAC Commission two-year work plan reflects similar goals from the last two-year work plan. The FY 2023-24 and FY 2024-25 SAC Commission work plan includes the following three goals:

Housing: Increase Communication to Seniors About Housing Services in Redwood City.

With the increasing number of seniors in San Mateo County and in Redwood City in particular, and with the continually increasing housing costs, there are significant impacts on seniors living on fixed incomes. The Commission seeks to foster a range of housing options affordable to all income levels through policies, programs, partnerships, and projects that support the creation and preservation of affordable housing for Redwood City's residents.

The Senior Affairs Commission is encouraged by new programs to address homelessness in our community and would like to provide inclusive options by expanding these programs to seniors.

Over the next two years the Senior Affairs Commission and City staff will be tasked with distributing the Redwood City Senior Support List into our senior community. This will include tabling events at Downtown Redwood City events, Senior Day at the San Mateo County Fair, speaking sessions to other Redwood City's Boards, Committees and Commissions and the numerous senior clubs and programs at the Veterans Memorial Senior Center, Fair Oaks Adult Activity Center and our senior discussion group in Redwood Shores.

Transportation: Improve Senior Mobility Awareness through the education of transportation programs.

With mobile driving apps and non-traditional transportation options, the Senior Affairs Commission is concerned with the lack of low technology transportation options for the senior community. Not all seniors have the ability or desire to go online and try to find transportation for medical appointments, shopping, community events, or for general socialization. Collecting resident input provided the commission with valuable insight on how the public feels about community issues pertaining to transportation.

In addition to the housing component in the Redwood City Senior Support List, transportation options specifically for seniors will be made available in this new pamphlet. The Senior Affairs Commission will revisit the collected data from the current survey and create an informational report for the City Council with their findings. The Commission will use the knowledge learned to better serve senior transportation needs.

Many seniors have shared their stories of the difficulties of trying to renew their driver license. The process can be stressful as the DMV is intimidating and requires processes being completed online. One senior mentioned they were more nervous trying to renew their license as an adult than when they were sixteen and getting their license for the first time. Currently the Veterans Memorial Senior Center offers a very popular Driver Safety Course through AARP at the Veterans Memorial Senior Center and Sandpiper Community Center. This volunteer-instructed course teaches proven techniques to keep seniors safe on the road and some insurance companies may offer a discount once the course has been completed. In addition to this course the SAC will be researching if the DMV has any classes or assistance is offered to seniors. If no such services exist, the Commission, with staff support, is interested in creating their own support program for driver license renewal.

Community for All Ages: Support Inter-Generational Programs to Improve the Quality of Life for Seniors

AARP's Age-Friendly States and Communities framework provides guidelines and resources for cities working towards a more inclusive, engaging, and healthy community for residents of all ages. By focusing on these areas, the Commission envisions several benefits once they are completed. One of the elements the taskforce will be working on under the "8 Domains of Livability", is Respect and Social Inclusion. Redwood City has a diverse senior population, but they are still vulnerable to discrimination and forms of ageism. Within this domain we will be addressing the issue of Equity towards seniors by making them feel as valued citizens, honoring them for what they have to offer, and trying to remove the negative stereotype of seniors by incorporating them more into our community. In 2023, the work will begin evaluating and developing the next action plan.

An outcome from the 2023 "winter storms is that many seniors have been asking where they can find emergency information during natural disasters. The obvious answer is to go "online" and you can find out whether you need to evacuate or go to a shelter or where you can find services. The issue is we still have a good portion of our older senior community who do not have the means to go "online", or they may not be able to swiftly navigate the internet during an emergency. This is not an ideal or inclusive method of communicating to our senior population during a natural disaster. The Senior Affairs Commission, City staff members and the Youth Advisory Board are in the planning process for our future work plan to host an "Emergency Preparation Day." The purpose of this program is to educate and teach seniors to load applications and programs on their computers and smart phones for emergency notifications through the San Mateo County Alert System, NIXLE Alert or Zone Haven. Emergency information during natural disasters will also be included in the Redwood City Senior Support List.

**EQUITY IMPACT STATEMENT**

Equity was an essential criterion in the development stage of our senior-focused goals, although the accomplishment of full equity is a continual journey. When we strategized about affordable housing communication, we aimed for accessibility and inclusivity by planning for resources in different languages and formats to accommodate diverse sensory needs. The goal was to enable all seniors to access and understand housing information, though implementation is ongoing.

In creating our goal around senior mobility, we made conscious efforts to consider the digital divide. We planned to mix digital and traditional education methods, enabling all seniors to access mobility information, irrespective of their technological skills or access. However, we recognize that actualizing this plan requires ongoing effort and adaptation.

In the design of our intergenerational programs, we sought to incorporate cultural sensitivity and diversity. We included representatives from various cultural, racial, and socio-economic backgrounds during planning, aiming to create a program that offers equal opportunities for all. Still, we acknowledge that the implementation phase will test and further shape these initial plans.

In essence, while equity was a critical consideration in the development of our goals, we recognize that achieving full equity is an ongoing effort. Our commitment remains steadfast to provide every senior, regardless of their circumstances, the opportunity for a fulfilling, dignified life.

**FISCAL IMPACT**

Staff time is required to administer the work plan and to assist the Senior Affairs Commission in achieving its goals. It is not anticipated that any additional budget appropriation will be required.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council could provide alternatives or additional direction on the work plan goals.

**ATTACHMENTS**

Attachment A – FY 2023-2024 and FY 2024-2025 SAC Commission Work Plan

Attachment B – Transportation Survey

Attachment C – Age Friendly City Report

**REPORT PREPARED BY:**

Bruce Utecht, Recreation Manager

butecht@redwoodcity.org

(650) 780-7306

**APPROVED BY:**

Chris Beth, Parks and Recreation Director  
Melissa Stevenson Diaz, City Manager

## Boards, Commissions and Committees Work Plan Guidelines

- Step 1** Review purpose of Commission as defined by Charter/Ordinance.
- Step 2** Develop a mission statement that reflects that purpose.
- Step 3** Discuss and outline any priorities established by Council.
- Step 4** Brainstorm goals, projects, or priorities of the Commission and determine the following:
- A. Identify priorities, goals, projects, and ideas
  - B. Determine the benefit if the project or item is completed
  - C. Is its mandated by State or local law or by Council direction?
  - D. Would the task or item require a policy change at Council level?
  - E. Resources needed for completion? (Support staff, creation of subcommittees, etc.)
  - F. Completion time? (1-year, 2-year, or longer term?)
  - G. Measurement criteria? (How will you know you are on track? Is it effective?)
- Step 5** Prioritize projects from urgent to low priority.
- Step 6** Prepare final Work Plan for submission to Council for review and approval in the following order:  
Work Plan Cover Sheet, Listing of Members, Priority List, Work Plan Worksheet – Steps 1 through 8
- Step 7** Use your approved work plan throughout its term as a guide to focus on the work at hand
- Step 8** Report out on work plan priorities to the City Council, which should include:
- A. List of approved priorities or goals
  - B. Status of each item, including any additional resources required in order to complete
  - C. If an item on the list is not completed, indicate why it was not completed and list any additional time and/or resources that will be needed in order to complete

## Commission Work Plan Guidelines Work Plan Worksheet

### Step 1

<p>Review purpose of Commission as defined by Charter/Ordinance</p>	<ul style="list-style-type: none"> <li>• To recommend to the Council or Manager the establishment of programs, stimulating and encouraging the development and maintenance of senior programs and services in the City, and to review periodically such programs as are so established.</li> <li>• To review and make recommendations to the Council and Manager regarding the funding of senior programs and services that operates within the City for the benefit of the City's senior population.</li> <li>• Upon request therefore, to advise the Council and other boards and commissions of the City regarding any matter affecting the City's senior citizen population.</li> </ul>
---	---

### Step 2

<p>Develop or review a Mission Statement that reflects that purpose</p> <p><i>Who we are, what we do, who we do it for, and why we do it</i></p>	<p>The general objectives of the Senior Affairs Commission shall be to encourage, foster, facilitate, establish and maintain programs for the enhancement of all matters relating to the social, economic, and personal wellbeing of the City's senior population.</p>
--	--

### Step 3

<p>Discuss any priorities already established by Council as they relate to your respective BCC</p>	<ul style="list-style-type: none"> <li>• Housing</li> <li>• Transportation</li> <li>• Equity/Community for all Ages</li> </ul>
--	--

### Step 4

8.B. - Page 9 of 37

Brainstorm goals, projects or priorities of the Commission	Benefit, if completed	Mandated by State/local law or by Council direction?	Required policy change at Council level?	Resources needed for completion? Staff or creation of subcommittees?	Estimated Completion Time	Measurement criteria How will we know how we are doing?
Housing for Redwood City Seniors		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<ul style="list-style-type: none"> <li>• Commission Subcommittee</li> <li>• Staff</li> </ul>	Fall 2023  Ongoing	<ul style="list-style-type: none"> <li>• Distribute Redwood City Senior Support List</li> <li>• Commission presence at Community Engagement events</li> </ul>
Transportation for Redwood City Seniors		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<ul style="list-style-type: none"> <li>• Commission Subcommittee</li> <li>• Staff</li> </ul>	Spring 2024  Spring 2024  Summer 2024	<ul style="list-style-type: none"> <li>• Review survey results and create an informational report for City Council</li> <li>• Meet with Transportation Advisory Ad Hoc committee</li> <li>• Create a driver license renewal assistance program</li> </ul>
Equity/Community for all Ages		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<ul style="list-style-type: none"> <li>• Commission representation on the Task Force working on Center for Age Friendly Excellence</li> <li>• Youth Advisory Board</li> <li>• Staff</li> </ul>	Spring 2025  Fall 2023  Fall 2023	<ul style="list-style-type: none"> <li>• Update the Age Friendly Cities Action Plan</li> <li>• Host an Emergency Preparedness Class with the Youth Advisory Board</li> <li>• Host a Zoom Community Day – Emergency Preparedness</li> </ul>

**Step 5**

List identified Goals, Priorities and/or Tasks for the Commission	Prioritize Tasks by their significance			
	1 Urgent	2 1-year	3 2-year	4 Long Term
Housing for Redwood City Seniors				X
Transportation for Redwood City Seniors			X	
Equity/Community of all Ages	X			

**Step 6** Prepare final work plan for submission to the City Council for review, possible direction and approval and attach the Worksheets used to determine priorities, resources and timelines.

**Step 7** Once approved, use this plan as a tool to help guide you in your work as an advisory body.

**Step 8** Report out on status of items completed. Provide any information needed regarding additional resources needed. Indicate items that will need additional time in order to complete.

**Senior Affairs Commission:**

*Mission Statement*

The general objectives of the Senior Affairs Commission shall be to encourage, foster, facilitate, establish and maintain programs for the enhancement of all matters relating to the social, economic, and personal wellbeing of the City's senior population.



Senior Affairs Commission  
Work Plan for 2018-2019

Senior Affairs Commission  
2018-2019

Commission Members

Chairperson Harold Draeger

Vice Chairperson Tim Puri

Commissioner Barbara Britschgi

Commissioner Barbara Valley

Commissioner Alisa Tu

Commissioner Jacqueline Hartman

Commissioner Michael Lynch

## Senior Affairs Commission Priority List

The \_\_\_\_\_ Senior Affairs Commission \_\_\_\_\_ has identified the following priorities to focus on during 2018-2019:

1.	Housing for Redwood City Seniors
2.	Transportation for Redwood City Seniors
3.	Equity/Community of all Ages
4.	
5.	



## Transportation Survey - Senior Affairs Commission

### Introduction

The Redwood City Senior Affairs Commission is conducting a survey to learn about the local travel behavior and transportation needs of Redwood City Seniors.

In order to best serve older adults and increase the age-friendliness of Redwood City, it is important to ask for and record information from residents on a variety of topics. Collecting resident input provides valuable insight on how the public feels about community issues. This information can guide strategic decisions and priorities for our Senior community.

The following survey has seven questions and will take approximately 5 minutes. Folks who complete the survey can receive a free ice cream at the Senior Center.

1. Name (Optional)

2. Phone Number (Optional)

3. Zip Code (Optional)

4. Email Address (Optional)

5. Please select your age group.

- 18-44 years
- 45-54 years
- 55-64 years
- 65-74 years
- 75-84 years
- 85-94 years
- 95 years or older

6. In a typical month, how often, if ever, do you use the following forms of transportation/getting around?

	Never	1 or fewer times a month	1 to 2 times a week	3 or more times a week
Drive myself in a personal vehicle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Get a ride in a personal vehicle from family, friends, or neighbors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Driven by a rideshare (Uber, Lyft, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Get a ride from a volunteer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Take a taxi at the full price fair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Take a taxi at a subsidized discounted fare	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use transportation provided by my faith community or church	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use a senior center or community center shuttle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use public transportation with fixed routes and schedules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use paratransit (Samtrans/Rediwheels)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. What trips do you need to make?

Check all that apply.

- Retail Shopping
- Grocery Shopping
- Banks
- Relative or friends home
- Work/Volunteer activity
- Restaurant
- Church/Religious Service
- Medical/Dental Appointments
- Entertainment (movie, play, other performance)
- Senior Center
- School/Other Activity
- Other, please specify

**8.B. - Page 16 of 37**

**8. About how frequently, if at all, do you depend on family, friends, aides or volunteers for transportation? (Choose One)**

- None of my trip
- Less than half my trips
- About half my trips
- More than half my trips
- All of my trips

**9. For what types of trips do you have trouble finding transportation day or night?**

Check all that apply.

- Retail Shopping
- Grocery Shopping
- Banks
- Relative or friends' home
- Work/Volunteer activity
- Restaurant
- Church/Religious Service
- Medical/Dental Appointments
- Entertainment (movie, play, other performance)
- Senior Center
- School/Other Activity
- Other, please specify

**10. If you are having trouble finding transportation, what are the reasons?**

Check all that apply.

- Safety/Security
- Limited Mobility
- Have no one to call
- Don't have access to or feel comfortable with using technology to find ride.
- School/Other Activity
- Other, please specify

**11. How do you receive your information about transportation services and senior programs?**

Check all that apply.

- Senior living communities
- Friends or family
- Printed materials (City Activity Guide, flyers, mailers)
- Senior Center Newsletters
- Telephone
- Through the place where I work or volunteer
- Electronic Communication channels (websites, email, newsletters, social media)
- Onsite Information & Referral services

8.B Page 17 of 37

Presentations at gathering places (places of worship, community centers, social clubs, farmer's markets, or social events)

Neighborhood Associations

Other, please specify

Done



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# AGE-FRIENDLY REDWOOD CITY



## Three-Year Action Plan 2019-2022



# Table of Contents

<b>3</b>	Process Overview
<b>5</b>	Community Profile
<b>6</b>	Letter from the Mayor
<b>7</b>	Domains of Livability
<b>15</b>	Action Steps
<b>18</b>	Community Partners

# Age-Friendly Initiative Process Overview

## Phase 1

### APPLICATION



## Phase 2

### DATA COLLECTION



## Phase 3

### ACTION PLAN



## Phase 4

### IMPLEMENTATION



## Phase 5

### EVALUATION

AARP's Age-Friendly States and Communities framework provides guidelines and resources for cities working towards a more inclusive, engaging, and healthy community for residents of all ages. The framework outlines eight domains of livability (listed on the next page), which encompass major aspects of community life. All of these domains should be considered while assessing and improving city programs, policies, and infrastructure.

Redwood City joined the Age-Friendly Network in 2020, committing to a five-year continuous improvement cycle based on AARP's framework.

Redwood City began this work in 2019 by partnering with the Center for Age-Friendly Excellence (CAFE). With CAFE's help, the City conducted focus groups with a wide range of diverse residents. Using this data and an assessment of current programs and policies, CAFE helped the City choose three improvement projects that fit within the Age-Friendly framework.

This Action Plan is an aggregation of the work we've done so far. In 2023, we will begin evaluating our work and develop the next action plan.

# Domains of Livability

## 8 Areas of Community Life

### Transportation

All the ways to get around the City and beyond, from driving safety to pedestrian infrastructure.

### Housing

Availability of safe, accessible, affordable, and convenient places to call home.

### Social Participation

Opportunities to connect with others and take part in activities with the broader community.

### Respect & Social Inclusion

Valuing the contributions of older adults and eliminating structural and interpersonal ageism.

### Outdoor Spaces & Buildings

Public spaces that welcome people of all ages and abilities in their design and programming.

### Health & Community Services

Programs and services that support overall health and well being for all ages.

### Work & Civic Engagement

Opportunities for meaningful participation in public life and gainful employment.

### Communication & Information

Clear, accessible information about local resources and activities.



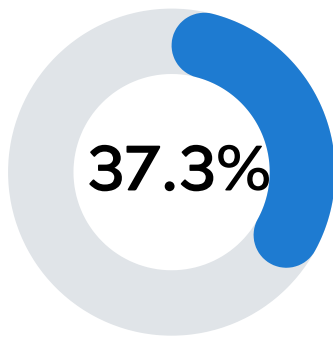
# Redwood City Community Profile

**84,518**  
Residents

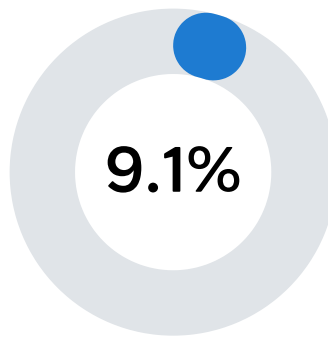


~1 in 5 Age 60+

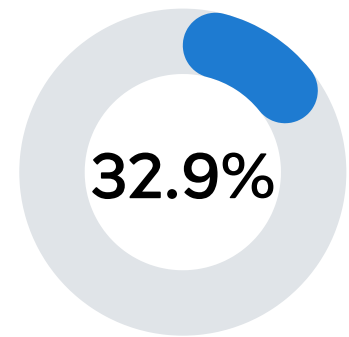
## Of Adults age 60+ in Redwood City...



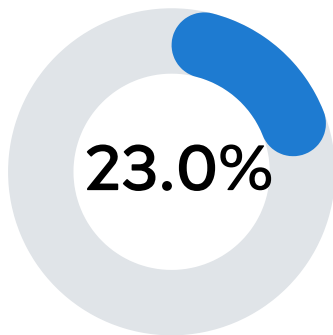
are employed



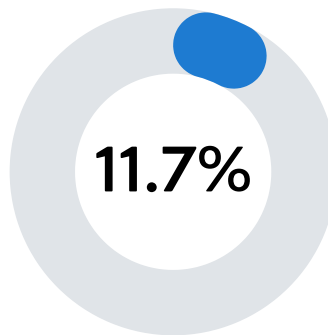
are veterans



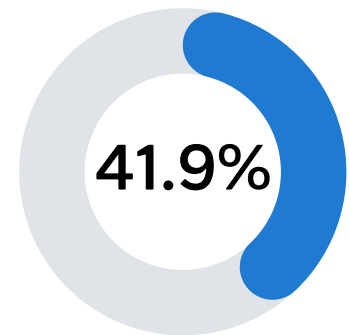
speak a language other than English at home



have a disability



are below 150% federal poverty level



have a Bachelor's Degree or higher

American Community Survey 2020 5-Year Estimates Table S0102

Mayor Ian Bain  
Vice Mayor Diane Howard

Council Members  
Alicia C. Aguirre  
Janet Borgens  
Giselle Hale  
Shelly Masur  
Diana Reddy



1017 MIDDLEFIELD ROAD  
Redwood City, California 94063  
Telephone (650) 780-7220  
www.redwoodcity.org

May 9, 2019

Dr. Lisa Warth  
World Health Organization  
Global Network Of Age Friendly Cities and Communities  
20 Avenue Appia  
121 1 Geneva 27  
Switzerland

Members of the World Health Organization,

On behalf of Redwood City, I request and endorse our designation by the World Health Organization as an Age-Friendly Community. Redwood City maintains a strong commitment to serving the various needs of our community, and as an Age-Friendly City we will continue to support the health and vibrancy of all ages.

Located roughly midway between San Francisco and San Jose in the heart of Silicon Valley, Redwood City is a city with a diverse population of roughly 76,800 residents. Our over-65 population in Redwood City is the most rapidly growing age demographic, and by committing to Age-Friendly City goals we will ensure that older adults in our community receive respect, dignity, and involvement in all aspects of our City's future.

Redwood City has built a collaborative partnership with the County of San Mateo by sharing resources and coordinating activities to move the Age-Friendly Initiative forward in this region. We have formed an Age-Friendly task force comprised primarily of older adults and service providers from the community that are committed to:

- Conducting a baseline community assessment on the needs of older adults.
- Establishing a three-year action plan to address the identified needs.
- Developing tools to measure the progress of the action plan.

We look forward to working with WHO as we create an Age-Friendly City that provides its residents with the tools and resources they need to remain healthy and active throughout their lives.

Sincerely,

A handwritten signature in black ink that reads "Ian Alan Bain".

Ian Bain, Mayor  
Redwood City

C: Redwood City Council  
Melissa Stevenson Diaz, City Manager  
Chris Beth, Parks, Recreation and Community Services Director

# Housing Assets & Challenges



## Assets

- Rebuilding Together's Safe At Home program offers free home repairs and modifications for low-income residents in San Mateo County.
- HEART (Housing Endowment and Regional Trust) of San Mateo County provides free, pre-approved Accessory Dwelling Unit (ADU) plans.
- City Council has adopted an Anti-Displacement Strategy, which includes policies that preserve affordable housing and protect tenants.
- The Arroyo Green Apartments, which opened in 2021, provide 117 new units of affordable senior housing.



## Challenges

- Every focus group mentioned housing affordability as a problem in Redwood City.
- Focus groups said it is difficult to find information about affordable housing options.



## Key Program

### Housing Element - RHNA Goals

Redwood City has issued 94.41% of the low-income and 40.65% of the very low-income housing permits towards its 2015-2021 Regional Housing Needs Allocation (RHNA) goals. The goal for above moderate income permits was surpassed, with 204.69% of the permits needed being issued.

# Transportation Assets & Challenges

## Assets

- The Redwood City Walk Bike Thrive plan, which includes priorities for improving pedestrian and bike infrastructure, was approved in June 2022.
- Villages of San Mateo County offers members rides to appointments, groceries, and more.
- The Veteran's Memorial Senior Center (VMSC) has vans that can be used to transport seniors to field trips and the senior center.



## Challenges

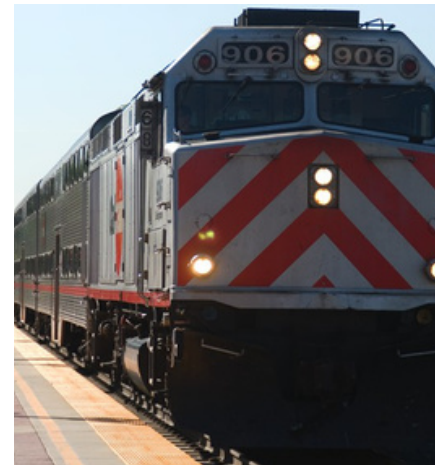
- Focus group participants identified a lack of transportation as a reason for isolation.
- Focus groups thought education would help to familiarize older adults with public transportation and ride sharing options.
- Pedestrian safety was identified as a need by focus groups, including cross walk signals, sidewalk repairs, clear signage, and lighting.



## Key Program

### Transportation Survey

The Redwood City Senior Affairs Commission is conducting a survey to learn about the travel behavior and transportation needs of Redwood City seniors. This resident input will provide valuable insight into community issues and will guide strategic decisions and priorities for our senior community.



# Social Participation Assets & Challenges



## Assets

- The VMSC has 10 different social and service-based clubs for adults age 50+ that meet regularly.
- The Parks & Rec Department offers community-wide events, such as movie nights, community Zoom days, and holiday gatherings.
- The City hosts Age-Friendly Expos.

## Challenges

- Focus group participants identified three key reasons they don't participate in community activities: a lack of transportation, cost, and not knowing what is available.
- COVID-19 disrupted many activities and programs that are still in the process of returning to normal.

## Key Program

### Harvest Pop-Up Social

Redwood City's Parks, Recreation and Community Services Department partnered with Peninsula Family Services and the University of California Master Gardener to offer a special social and educational event for adults 55+ called the Harvest Pop-Up Social. The event is just one example of the creative, collaborative social programming available to older adults in Redwood City.

# Respect & Social Inclusion

## Assets & Challenges

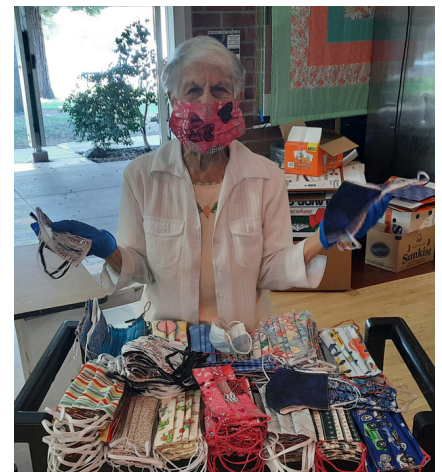
### Assets

- The VMSC is a hub for projects promoting the wellbeing of older adults, including the Age-Friendly initiative.
- The Senior Affairs Commission will meet with the Youth and Teen Advisory Boards to listen, share ideas, and provide mentorship.
- New programs offered on Zoom in Mandarin and Spanish.



### Challenges

- Focus group participants felt that a lack of access to technology is a barrier to participating in community life.
- More opportunities for intergenerational activities, such as participating in schools, was desired by focus group participants.



### Key Program

#### COVID-19 Adaptations

During the COVID-19 pandemic, the City quickly implemented new procedures. The congregate nutrition program developed a meal pick-up option, a pen pal program was started to reduce isolation, and volunteers put together and distributed care packages. City staff and volunteers played a key role in ensuring the needs of older adults were recognized and prioritized.



# Outdoor Spaces & Buildings Assets & Challenges



## Assets

- Redwood City has 30 public parks of various sizes and two public pools.
- In the most recent Parks and Recreation survey, more than 80% of respondents rated parks, programs, and facilities as “excellent” or “good.”

## Challenges

- Focus group participants said that more benches are needed to make parks and walking paths more accessible for them.
- Focus groups also identified the need for additional public restrooms in parks and public spaces.

## Key Program

### New Senior Center Building

City Council approved the construction of a new building for the VMSC. The new center will include 45,000 square feet of multi-purpose space, a 234-seat theater, an exhibit space honoring veterans, a kitchen and dining area, a gymnasium, space for adaptive physical education classes, a walking track, an outdoor garden, and administrative space for City staff to manage public services.

Construction is projected to be completed in December 2023 (see design images on the left).

# Health & Community Services Assets & Challenges

## Assets

- Adaptive Physical Education is a 501(c)(3) that offers exercise classes for people of all abilities and is supported in part by the VMSC.
- Redwood City is part of the county-wide SMC Alert system, which can rapidly notify residents of emergency situations through text and email.
- The Sequoia Healthcare District implemented Sequoia Strong, a local health resource guide for people of all ages.



## Challenges

- Access to affordable dental care was highlighted by focus groups as a notable gap.
- Focus groups also identified a lack of transportation to medical appointments as a challenge.



## Key Program

### Active Aging Week

In 2022, the City partnered with Adaptive PE and other community agencies to offer a week of healthy aging activities including health education classes, fitness activities, and resource tables. The event engaged 330 participants and helped expand and improve the senior center's partnerships with nonprofits, government agencies, and other local service providers.



# Work & Civic Engagement Assets & Challenges



## Assets

- There are many opportunities for older adults to volunteer, including a large number at the senior center.
- The City's Senior Affairs Commission was established in 1983 and advises the city government on issues related to the wellbeing of older adults in Redwood City.



## Challenges

- Focus group participants felt it was difficult to find flexible employment opportunities open to seniors and want education for business owners on the value of older workers.
- Many focus group participants expressed a desire to have more multigenerational work and volunteer opportunities.



## Key Program

### Kindness Ambassador Program

Kindness Ambassadors volunteer at the Magic Bridge Playground, leading efforts to promote inclusion of adults and children of all abilities at park events and activities. Ambassadors support Redwood City's Parks, Recreation and Community Services Department by explaining proper use of the equipment, promoting safety, and modeling inclusion.

# Communication & Information Assets & Challenges

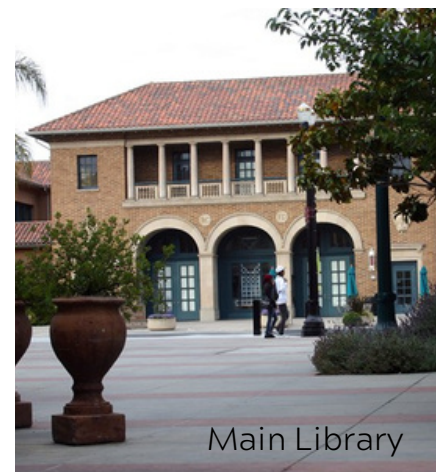
## Assets

- The Sentinel is the VMSC newsletter which includes information about upcoming programs, special events, and resources.
- Redwood City libraries have Electronic Device Checkout including laptops, iPads, and WiFi hotspots. Drop-in tech help is available and Digital Navigators can help residents sign up for low-cost internet service.



## Challenges

- Focus group participants thought wider distribution of the Sentinel newsletter, including printed copies, is needed.
- Public information is often printed with font that is too small and difficult to read.



## Key Program

### Partnership with Travonde

During the COVID-19 pandemic, the VMSC began partnering with a company called Travonde, which provides an online resource network for older adults. Their website includes curated lists of health information, local activities, and affinity groups. This partnership helps spread the word about activities hosted by the senior center, as well as other community resources.



# Action Steps

## Three-Year Plan

Below are some of the City's goals for improvement for 2019-2022. These do not capture all of our age-friendly activities, but highlight some key initiatives.

### 1. Update the printed local resource guide for seniors.

Many senior services changed or closed during the COVID-19 pandemic, so the resource guide developed by the Senior Affairs Commission needed updating. The new guide includes housing options, new methods of transportation, healthcare services, and veterans services. It will be widely distributed through senior programs, City Departments, local spiritual centers, and online.

### 2. Expand the Holiday Gift Giving Program.

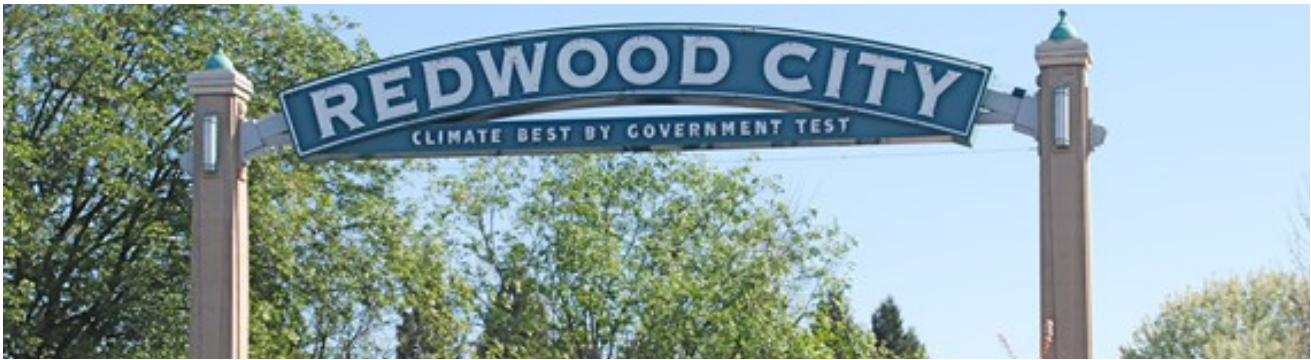
Adaptive Physical Education made a generous donation that will help redevelop our annual Holiday Gift Giving Program and expand it to the unincorporated neighborhoods of Redwood Shores and North Fair Oaks. Our Youth Advisory Board made holiday cards, the Teen Advisory Board will be assisting with delivering the gifts, and the VMSC walking group and staff will wrap the packages. These gifts are meant to help reduce social isolation for seniors with limited resources.

### 3. Meet with stakeholders about aging and homelessness.

The Redwood City Senior Commission hosted a roundtable discussion on older adult residents facing homelessness. The discussion included community stakeholders including Street Life Ministries, Fair Oaks Community Center, San Mateo County Aging and Adult Services Department, Ombudsman Program and HIP Housing.

### 4. Collect responses to the transportation survey.

The City is in the process of finalizing a senior transportation survey, which will collect information about older adults' transportation needs. We will need to ensure there is broad participation across income levels, neighborhoods, age, and health status to get an accurate picture of the needs in our community.



## **5. Connect the Senior, Youth, and Teen boards.**

Older adults in Redwood City still experience discrimination and ageism. The Senior Affairs Commission will facilitate meetings with the Youth and Teen Advisory Boards to listen, share ideas, and create programming opportunities together. These multi-generational meetings will offer mentorship opportunities and space to work towards reducing age bias in the community.

## **6. Finalize plans for a new senior center.**

The joint Veterans Memorial Senior Center-YMCA Project will be a new, multi-generational space that will expand our existing network of recreational and health-promoting resources, meeting the demands of a growing community. The Y will include an aquatics center, wellness center, multi-generational program spaces and an early childhood learning center. The new VMSC will include a theater, a gymnasium, space for adaptive physical education classes, a track, and a garden. Together, the new VMSC-YMCA Project will be a holistic complex where the Redwood City community can come together. Feedback from stakeholders and the public were instrumental defining the project's guiding principles, which include preserving green space and mature trees, diverse mobility and transportation options, programming for all ages, affordability, smart circulation to minimize parking and traffic impacts, and promoting diverse uses and users of the space.

## **7. Expand services in Redwood Shores and North Fair Oaks.**

The VMSC has started a few programs with the residents of Redwood Shores and North Fair Oaks. These diverse communities have limited access to senior services, so the VMSC is working with residents and community leaders to develop new programming and services. Programs in these areas will include Mandarin and Spanish language programming.



# Community Partners Support for Implementation

Below are the community partners currently supporting the VMSC. We look forward to continuing to work with these partners and to grow this list as we implement our Action Plan.

The Senior Affairs Commission  
The Age-Friendly Task Force  
Redwood City Council

AARP-Tax Aide  
Adaptive Physical Education  
American Association of Retired Persons  
746  
American Legion Riders  
AMVETS Post #53  
AnewVista Community Services  
Black sheep Weavers Guild  
CA Zeta Parliamentarians  
California Highway Patrol  
Collete Vacations  
Dignity Health Sequoia Hospital  
Disabled Americans Veterans Chapter 16  
Fun After Fifty  
Hearing Loss Association of the  
Peninsula  
Kainos  
King's Mountain Archers  
National Active and Retired Federal  
Employees Association (NARFE)  
Native Daughters of the Golden West  
Bonita Parlor No. 10  
NFL Alumni  
Parkinson's Foundation  
Peninsula Banjo Band  
Peninsula Family Services Agency  
Peninsula Folk Music Club

Peninsula Food Runners  
Peninsula Hills Women's Club  
Peninsula Rose Society  
Pets in Need  
Photo Vision Club  
San Francisco Peninsula Camellia Society  
San Mateo County Blue star Moms  
San Mateo County Ombudsman Services  
SCORPA San Mateo County Retired  
Personnel Association  
Senior Affairs Commission  
Seniors Softball Club  
Sequoia Art Group  
Sequoia Hospital Better Breathers  
Pulmonary Rehabilitation  
Sequoia Villages  
The Aurora Mandolin Orchestra  
The Fisher House in Palo Alto  
The Friends of the Veterans Memorial  
Senior Center  
The Sequoia Healthcare District  
TRAVONDE  
University of California Cooperative  
Education Master Gardeners  
Veterans of Foreign Wars Post 69  
Vets Employment Committee  
Vietnam Veterans of America, Steven  
Warren Memorial Chapter #464  
VOENA Children's Choir  
Warrior Canine Connection





## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 11, 2023

### **SUBJECT**

Vision Zero Program Progress Report Study Session

### **RECOMMENDATION**

Receive an update on Vision Zero activities; no formal action will occur at this meeting.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Public Safety

### **BACKGROUND**

Vision Zero is an international movement and a data-driven strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, and equitable mobility for all. It is a philosophy that rejects the notion that traffic collisions are simply “accidents” but instead preventable incidents that can and must be systematically addressed.

Redwood City joins Bay Area cities such as Fremont, Gilroy, Richmond, San Jose and Sunnyvale in adopting Vision Zero strategies. Based on the Redwood City Police Department data, between 2018 and 2022, more than 2,720 collisions happened in Redwood City (with an annual average of 544) of which, 12 percent (332 collisions) involved pedestrians and bicyclists, and 81 collisions resulted in a fatal or severe injury.

In recent years, the City Council has put a higher emphasis on reducing traffic collisions. *RWCmoves*, the Citywide transportation plan, includes a goal to eliminate traffic fatalities and severe injuries for all modes of transportation by 2030. Since the plan’s adoption in 2018, one of the City Council’s Strategic Initiatives was to create a Vision Zero Action Plan. To respond to the City’s goals, the *Redwood City Walk Bike Thrive*

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*Plan*, a combined citywide bicycle and pedestrian master plan and the Vision Zero action plan, was developed and approved by the City Council in June 2022. Also, at the City Council's direction, a Vision Zero Task Force was created to facilitate inter-departmental coordination on Vision Zero activities.

### ANALYSIS

When collision locations are mapped, each type of collision has 'hotspots' where collisions are concentrated (see Figures 1-4).

Pedestrian collisions tend to be concentrated along segments of Broadway, Jefferson Avenue closer to El Camino Real, Woodside Road around Middlefield Road, and El Camino Real north of Woodside Road.

Bicycle collisions are concentrated along segments of Middlefield Road south of Woodside, El Camino Real, Woodside Road around Broadway, and Main Street around Broadway and Veterans Boulevard.

Vehicle-only collisions are concentrated around Redwood Shores Boulevard, Whipple Avenue, Middlefield Road, Woodside Road, Broadway, Jefferson Avenue east of El Camino Real, and El Camino Real. As shown in the figures below, the hotspot collision locations overlap with Equity Priority Areas in Redwood City.

Notably, both El Camino Real and Woodside Road – which are locations for all types of collisions - are State routes not City streets, which means the City must coordinate with the California Department of Transportation (Caltrans) on safety improvements. Among all collisions that happened in Redwood City between 2018 and 2022, 26% of them were on State routes. <sup>1</sup>

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<sup>1</sup> Source: C/CAG's Countywide Local Roadway Safety Plan

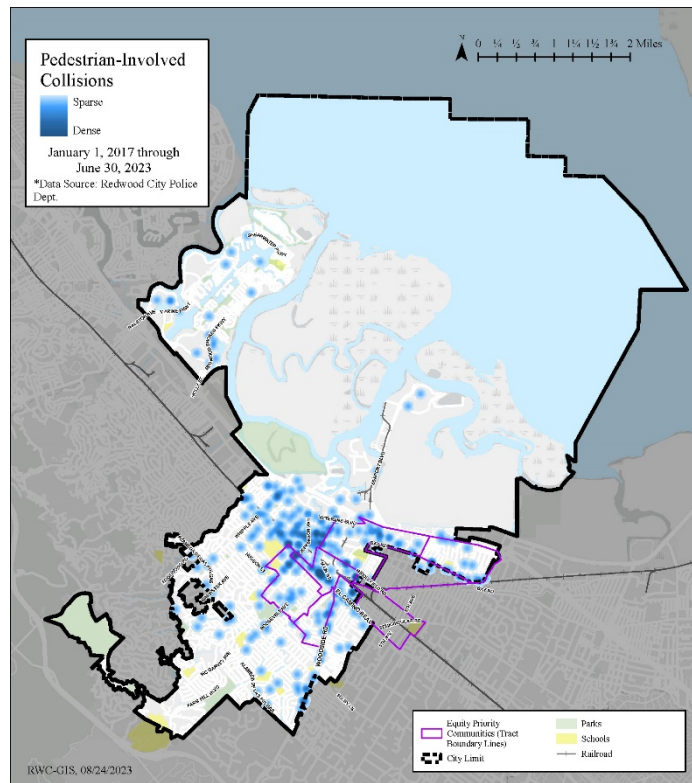


Figure 1: Map of Pedestrian-involved Collisions in Redwood City

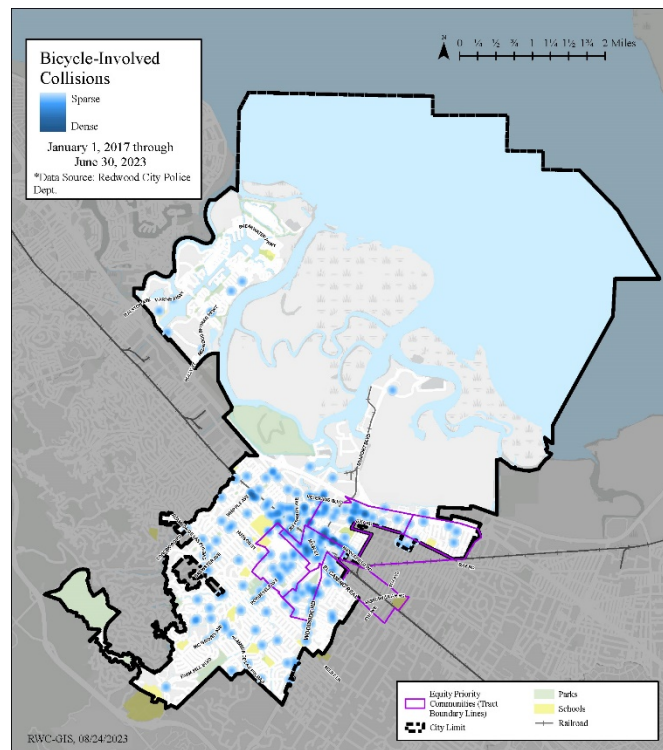


Figure 2: Map of Bicycle-involved Collisions in Redwood City

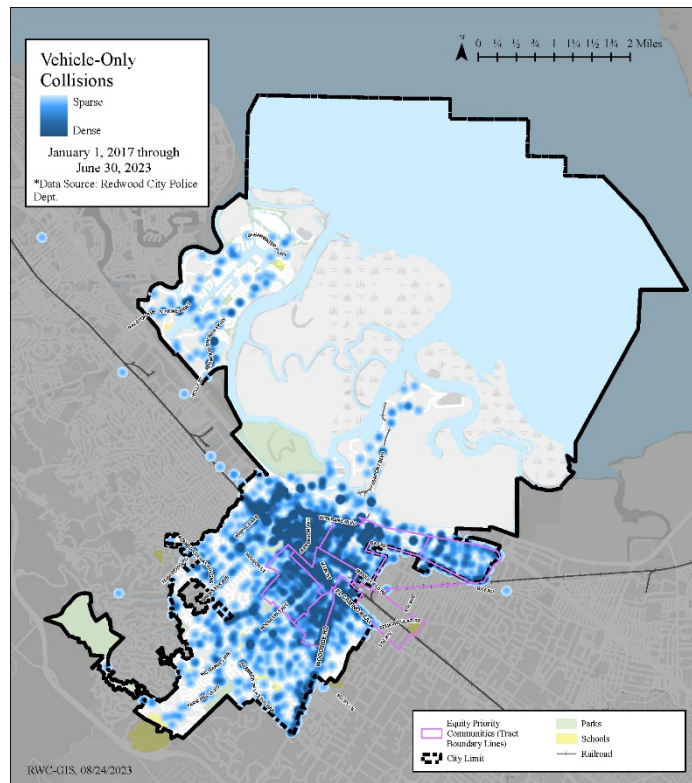


Figure 3: Map of Vehicle-only Collisions in Redwood City

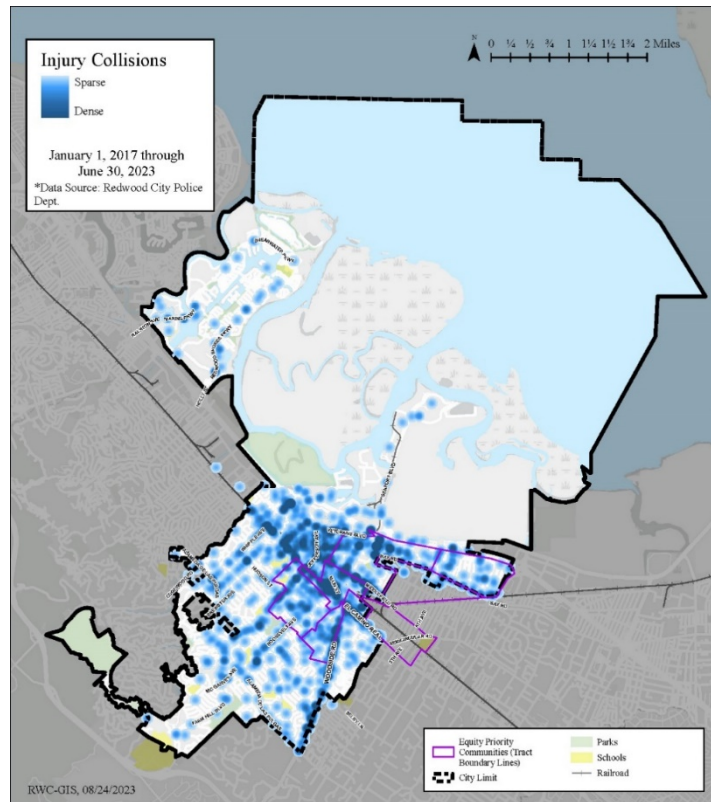


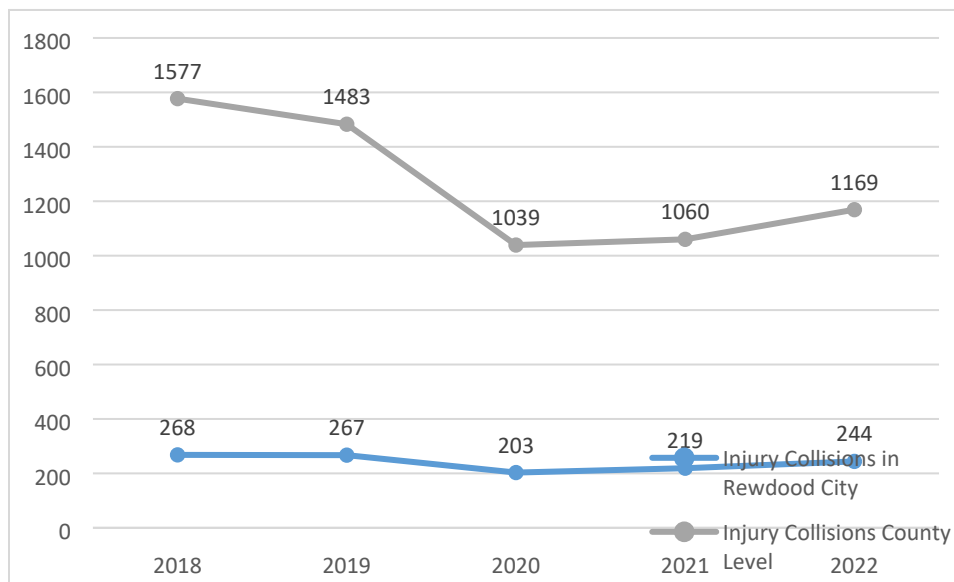
Figure 4: Map of Injury Collisions in Redwood City

Table 1 illustrates that the annual number of collisions has been relatively steady over time although the number of collisions dropped in 2020 and 2021, likely due to less driving during the Covid pandemic.

**Table 1: Total Number of Collisions and Injury Collisions in Redwood City by Year**

Year	Total Collisions in Redwood City	Injury Collisions In Redwood City
2018	699	268
2019	596	267
2020	442	203
2021	464	209
2022	522	244

Figure 5 shows a similar pattern within San Mateo County.



**Figure 5: Comparison of Injury Collisions in Redwood City with Collisions in San Mateo County**

The City/County Association of Governments of San Mateo County (C/CAG) has published the Countywide Local Roadway Safety Plan which analyzes the frequency of injury and fatal collisions throughout San Mateo County.

Figure 6 shows how Redwood City compares to other jurisdictions in the County relative to the number of collisions taking place.

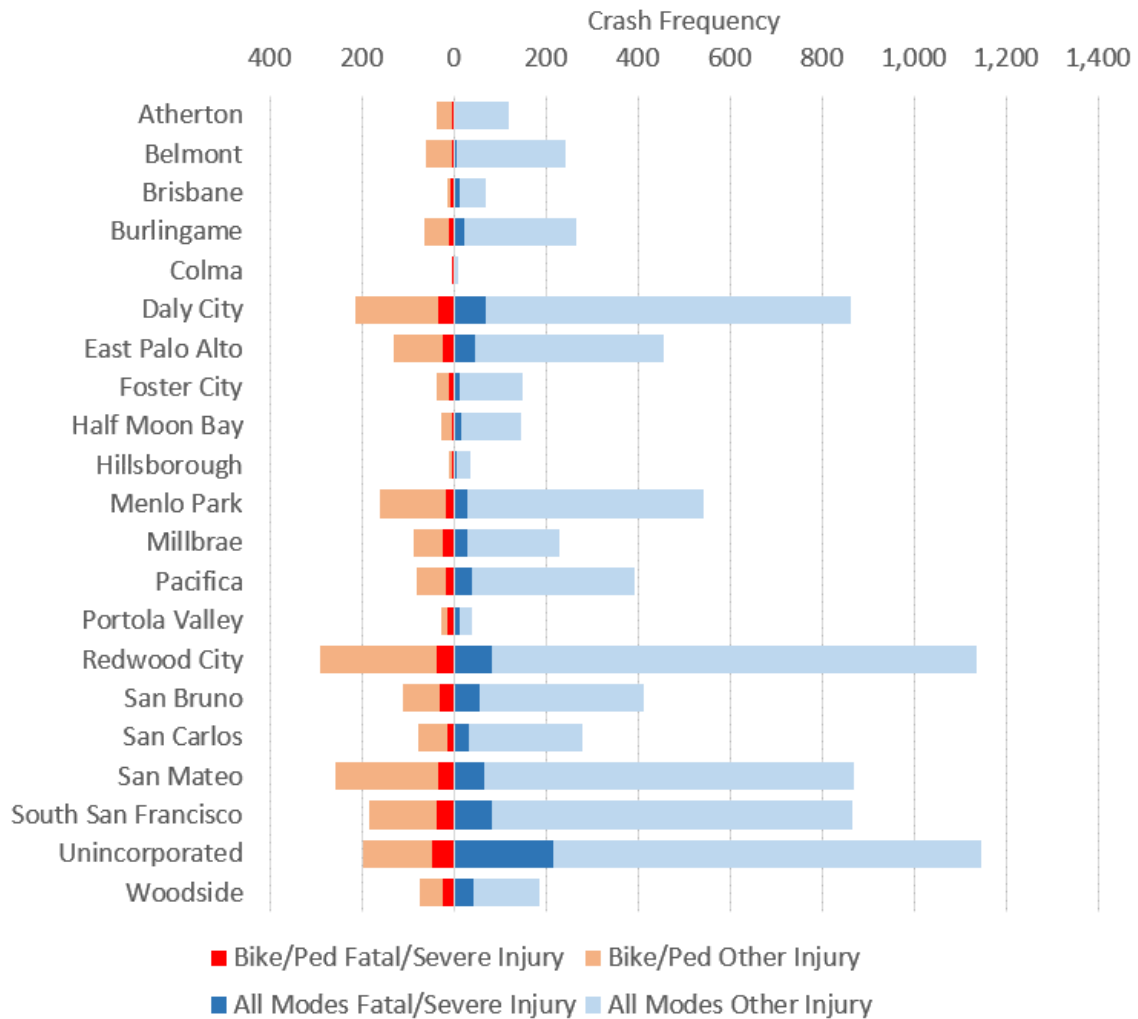


Figure 6: Reported Injury and Fatal Collision Frequency in Each Jurisdiction (2018-2022)

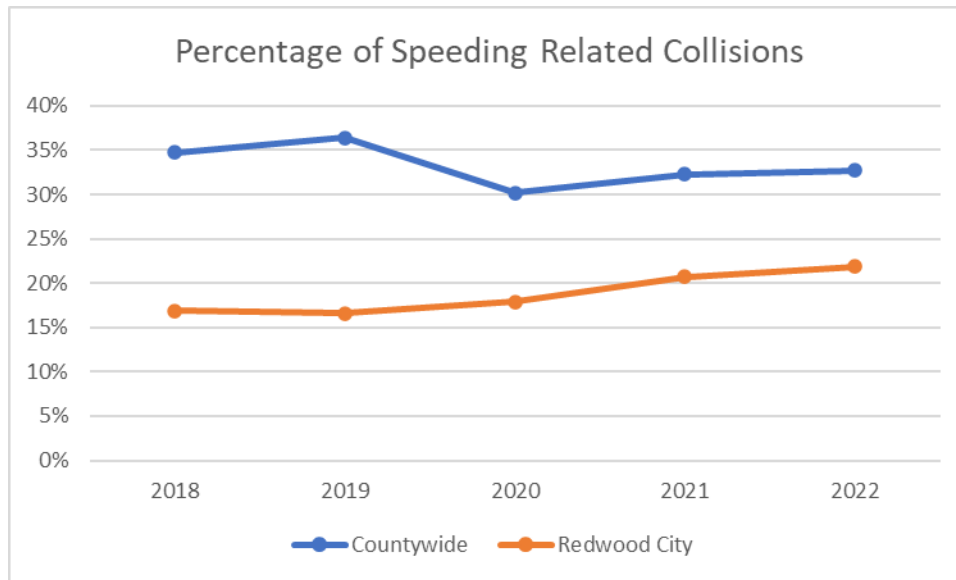
When comparing Redwood City’s data to other cities within the County and unincorporated areas, certain development patterns and community characteristics may affect the City’s relatively high rates of collisions. Redwood City has a high concentration of activities and residents living close to El Camino Real. Additionally, Redwood City has larger equity priority areas and households without vehicles compared to other communities; this means Redwood City has more bicyclists and pedestrians and transit users.

The school commute pattern in Redwood City may also have an impact as students are assigned to schools that are far from their homes. Finally, as described below, most collisions in Redwood City are related to driving behavior such as speeding, driving under the influence, and red light violation. With lower staffing assigned to traffic patrol (five officers currently, reduced from nine or more in the past) the City has fewer resources for enforcement and public education.

Primary Collision Factors (PCF)

Traffic collisions are the result of human behavior/action or infrastructure deficiency. According to Redwood City Police Department data, the top three primary collision factors for the 81 fatality and severe injury collisions that happened in Redwood City between 2018 and 2022 were (1) Speeding, (2) Driving Under Influence, and (3) Failure to Yield to Pedestrian.

Speeding has been the most common PCF in Redwood City, contributing to 18% of all collisions in the city between 2018 and 2022.



**Figure 7: Percentage of Redwood City and San Mateo Countywide Speeding Related Collisions**

Driving Under the Influence (DUI) has been another top PCF in Redwood City, contributing to 13% of all collisions. At the countywide level, over the same timeframe, this number is 9%.

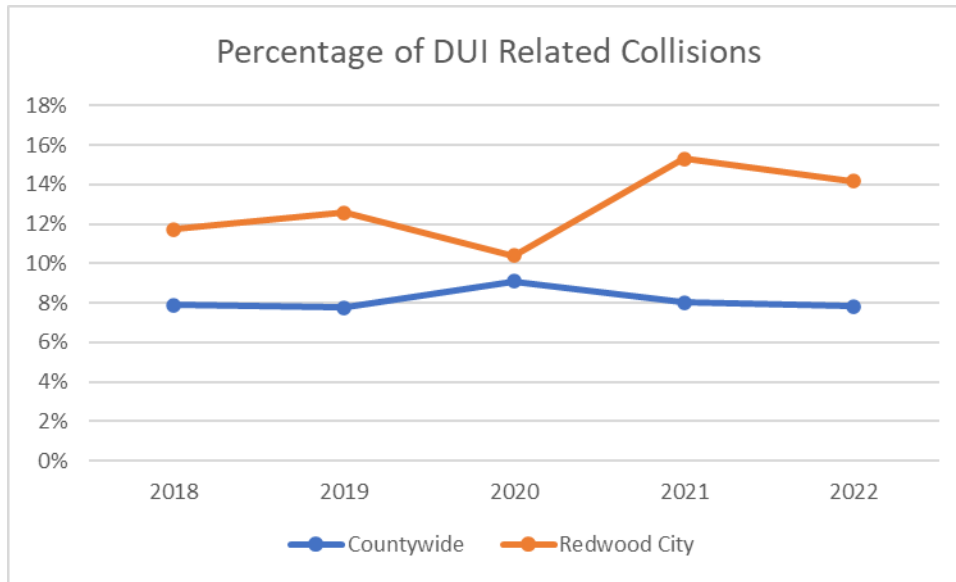


Figure 8: Percentage of Redwood City and San Mateo Countywide DUI Related Collisions

Redwood City Vision Zero Action Plan

The US Federal Highway Administration (FHWA) recommends a Safe System approach to transportation safety planning, design, and implementation as a strategy for advancing the Vision Zero goal. The Safe System approach is founded on the principle that people make mistakes, and that the road system should be adapted to anticipate and accommodate human mistakes and our physiological and psychological limitations. It emphasizes the separation of road users in space and time, the reduction of kinetic energy transfer in crashes, and the creation of redundancy in the system. A Safe System approach is based on five key elements of a safe transportation system: safe road users, safe vehicles, safe speeds, safe roads, and post-crash care.

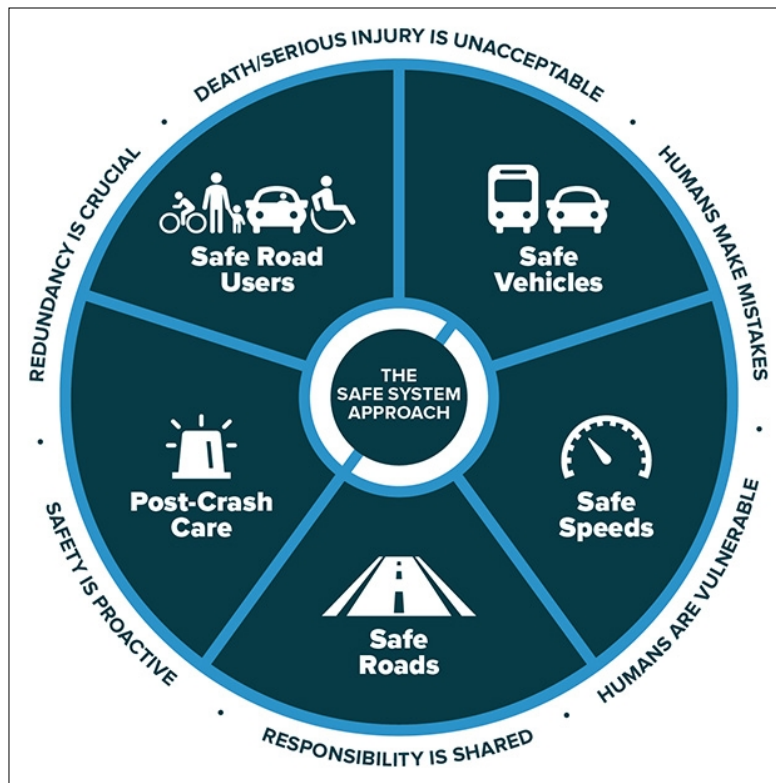


Figure 9: Safe System Approach (Source: Federal Highway Administration)

In summer 2022, City Council adopted the [Redwood City Walk Bike Thrive Plan](#). The plan is based on a comprehensive analysis of collisions in Redwood City and identified the top 10 collision profiles and proposed countermeasures to address each one. The proposed countermeasures are both infrastructure and non-infrastructure projects that target driving behavior, speed management, safer crossings, etc. In addition to projects directly funded by the City, the City seeks grants to fund safety improvements and also requires private development to contribute to improvements.

Vision Zero Task Force

During the last Vision Zero study session on [June 28, 2021](#), and as part of the City’s goal to eliminate traffic-related fatalities and severe injuries by 2030, staff recommended the formation of a Vision Zero Task Force with representatives from multiple city departments and partners such as Redwood City School District and the San Mateo County Public Health Department to better collaborate on Vision Zero projects and programs. The Task Force was formed in January 2022 and meets quarterly to coordinate activities and to exchange ideas in implementing their three-year workplan.

Vision Zero Corridors

The top 10 collision (Vision Zero) locations are listed in Table 2. To date staff has initiated several projects to address the traffic safety challenges and needs along these Vision Zero corridors.

**Table 2: Vision Zero Locations and Current Activities**

Location	Status	Timeline
Whipple Avenue between Veterans Boulevard and El Camino Real	High visibility enforcement is planned for this segment of Whipple Avenue.	2023
Broadway and 5th Avenue intersection	Will have a traffic signal which was a mitigation for Broadway Plaza development project. City in partnership with County received a grant for bicycle and pedestrian safety improvements on Broadway between 5 <sup>th</sup> and 15 <sup>th</sup> Avenues.	2024
Woodside Road Between Hess Road and Kentfield Avenue; Woodside Road. (U.S. 101 to Alameda de las Pulgas)	Will be improved as part of Caltrans’ pavement project in early 2024.	2024
Broadway between Cassia Street and Winslow Street	City received a grant to complete the design of complete streets improvements on Broadway between Walnut Street and Woodside Road.	2024-2025 (design phase)
El Camino Real between Center Street and Roosevelt Avenue	Will be improved as part of Caltrans’ SHOPP project.	2028
El Camino Real and Jefferson Avenue intersection	Will be improved as part of Caltrans State Highway Operation and Protection Program (SHOPP) project on El Camino Real.	2028
Broadway and Woodside Road intersection	Will be improved as part of US 101/SR 84 interchange project.	2029
Broadway and Main Street intersection	Will be improved as part of adjacent development projects.	TBD
Middlefield Road between Woodside Road and Charter Street	No project at this time, improvements at Woodside Road and Middlefield Road were completed in 2022.	-
Redwood Shores Parkway between Twin Dolphin Drive and Shoreline Drive crossing enhancement	Preliminary improvement concepts have been developed for the intersection of Redwood Shores Parkway and Shoreline Drive. Currently, there is no further improvement plan for this location, however the project is being added to the updated list of Transportation Impact Fee (TIF) projects list for future improvements.	-

### Infrastructure Projects Supporting Safety

In addition to the Vision Zero corridors, several traffic calming and safety improvement projects have been completed or are in development. These projects are planned and are being built as part of a development project, a roadway pavement project, or through the neighborhood traffic calming program. A few examples include the following:

- *Middlefield Road, north of Woodside Road*, cycle track and streetscape improvements: completed in 2022.
- *Hopkins Avenue Traffic Calming Project*: as of August 2023, majority of the project has been completed. The remaining landscaping will be completed in the next few weeks.
- *Roosevelt Avenue Traffic Calming Project*: the quick-build construction will start late summer 2023. City received a \$755,000 federal grant to complete the quick-build phase. In addition, City received a \$3.4 million federal grant to make the project improvements permanent.
- *Redwood Avenue Traffic Calming Project*: was completed as a mitigation by the Elco Yards development project.

### Quick-Build Projects

Many infrastructure projects are expensive and time consuming. One strategy to address infrastructure deficiencies more quickly is to use a quick-build delivery strategy. Quick-build projects typically use construction materials that allow for design flexibility and modifications after installation based on feedback. They could be implemented faster than traditionally developed capital projects and they are intended to remain in place until permanent upgrades are designed and funded.

Multiple grant programs have started to fund these types of projects, such as the State Active Transportation Program (ATP) and Metropolitan Transportation Commission (MTC)'s Safe and Seamless Quick-Strike Program. So far, Redwood City has received funding for two quick-build projects. The Vera Avenue Quick-Build Bicycle Boulevard project received \$254,000 of Transportation Development Act (TDA3) funding. For this project, consultants developed the design based on input about the need for improved connectivity for people riding bicycles and traffic safety from the Transportation Advisory Committee and the community during the development of *RWCmoves*. Rather than have a project-specific community planning process to develop the design, community input on the project was collected in response to people's experience with the quick-build project. The project was completed in 2022 and minor modifications have been made since completion to address some operational challenges such as adding more red curb around the traffic circles and shifting the stop signs from Vera Avenue to the crossing streets to give priority to the bicyclists on Vera Avenue.

A different quick-build approach was taken on the Roosevelt Avenue Traffic Calming Project, which is receiving \$755,000 through the Metropolitan Transportation Commission's Safe and Seamless Quick-strike Program. This project went through a standard community planning process to develop the project design, but in response to the community's desire to get improvements built as soon as possible, staff sought funding to design and construct the project as a quick-build project meaning that some of the materials aren't meant to be permanent, will require ongoing maintenance, and will be less attractive than permanent construction might be. That said, the roundabout element of the design isn't well suited to quick-build construction and will be built with permanent materials. Construction will start in

September 2023. Quick-build projects can present implementation challenges such as limited construction materials available in the market and the need for frequent maintenance.

In 2020, the City received a grant through San Mateo County Transportation Authority's Measure A/W funding program to advance the design of separated bikeways and pedestrian improvements on El Camino Real. Because Caltrans has its own project is to install permanent, separated bikeways on El Camino Real through their State Highway Operation and Protection Program (SHOPP), our grant will augment their improvements to help achieve the design vision outlined in the El Camino Real Corridor Study. Caltrans' project is still in the preliminary conceptual planning phase with construction currently scheduled for 2028. As part of the grant, City will complete the preliminary tasks for Caltrans' project such as parking study, targeted community and business outreach, and coordinate with SamTrans on design of bus stops that will be impacted by the Caltrans project.

The City has recently received communications advocating for a quick build project on El Camino Real between North Fair Oaks and Sequoia Union High School. El Camino Real is a State highway. At this time, Caltrans does not have an expedited process for quick-build projects and would treat any quick-build project on a State highway as a permanent improvement in its review of such proposed improvements by a local jurisdiction.

### Other Infrastructure Solutions

Other infrastructure solutions that could target the main collision profiles in Redwood City and if feasible be implemented relatively quickly are speed feedback signs; speed humps; roadway re-striping and as part of pavement projects narrowing down the streets and adding bicycle facilities if feasible such as Arguello Street cycle track and upcoming Broadway pavement project; changing regular crosswalks to high-visibility crosswalks; using LED stop signs at locations with higher number of stop sign violations; and adding Pedestrian Leading Intervals (LPI) at intersections with high volume of pedestrians such as the recent LPI at the intersection of El Camino Real and James Avenue.

### Safe Routes to School (SRTS)

Safe Routes to School (SRTS) is a nationwide initiative that encourages and enables students to walk and bicycle to school by implementing projects and activities that improve the health, well-being, and safety of children. It is the catalyst for teaching children traffic safety skills and encouraging them to take an active mode of transportation to school. In long-term, SRTS programs help reduce traffic congestion and air pollution caused by school-related commutes, reducing our community's carbon footprint.

SRTS programs are most effective and successful if they are coordinated and implemented as a partnership between a local agency (engineering and enforcement staff), school districts, schools' administration, and parent groups. Redwood City's program was formerly led by staff at RWC Together and is currently managed by staff in the Parks, Recreation and Community Services Department. City's Engineering Division and Police Department are involved in SRTS activities and safety projects as needed and per community request. Currently, City staff and some volunteer community members are planning to pilot a few school Bike Buses. Bike Bus is a group of people (in our case a group of parents and students and volunteers) who bike together on a set route following a timetable.

In spring 2023 Walk and Bike to School maps for all Redwood City School District schools were updated.

In May 2023, the City received a fellowship through the County Office of Education to do a demonstration

safety improvement project with high-visibility school crosswalks and curb extensions at the intersection of Kentucky Avenue and Massachusetts Street, adjacent to Henry Ford Elementary School. Based on the residents' feedback, the City will install permanent crosswalks at that intersection. Also, in spring 2023 and based on feedback received from the Hoover School administration, low-cost improvements have been made around this school to facilitate the pick-up/drop-off activities and make a safer environment around the school.

### Education and Encouragement Activities

The City received a \$100,000 grant through the San Mateo County Transportation Authority's Measure A/W program to fund Vision Zero educational activities. This will include low-cost activities, such as yard signs with traffic-safety messages that potentially have a high impact and target the broader community. These activities will be finalized and implemented in collaboration with the Vision Zero Task Force. So far, yard signs with traffic safety messages have been prepared and now being distributed via neighborhood associations. Using Changeable Message Signs with traffic safety messages at issue areas is another short-term solution to bring awareness about safe driving. The City recently deployed a Changeable Message Sign for this purpose. Social media posts targeting specific driving behavior and safe driving that are released around back to school week, holiday season, or major events is another educational activity that will be covered by the Measure A/W grant.

### Police Activities

The Redwood City Police Department received a \$120,000 Saturation Traffic Enforcement Program (STEP) grant from the state Office of Traffic Safety (OTS) for fiscal year 2022 through 2023. The STEP grant provided funds for safety equipment, training for officers, and staffing for special details intended to "reduce the number of persons killed and injured in collisions involving alcohol and other primary collision factors." Implementation efforts have focused on enforcement of specific traffic safety laws, such as driving under the influence (DUI) and distracted driving, providing traffic safety education and informing the public about planned enforcement activities.

The Redwood City Police Department has started high-visibility enforcement at some of the collision hotspot locations such as the intersection of Woodside and Middlefield Roads. A second high-visibility enforcement on El Camino Real around Finger Avenue is scheduled for mid-September 2023. The third candidate location for high-visibility enforcement is El Camino Real at Whipple Avenue intersection and Whipple Avenue between US 101 and El Camino Real, which will be scheduled closer to the end of the year.

September is Pedestrian Safety Month in California, and the Police Department will perform more public education and enforcement during this month. This includes traffic safety education regarding walking and biking to schools and etiquette of school pick-up/drop-off at three Redwood City School District schools that have more challenges and issues during the pick-up/drop-off times. The top priority schools - Hoover, McKinley/North Star and Roosevelt - were selected based on the feedback received from the school administrations and area residents.

The Redwood City Police Department has applied for further STEP grant funding for fiscal year 2023 through 2024 and is awaiting approval.

### Next Steps

Staff will continue coordination with other City departments and outside agencies to implement the Vision Zero Task Force's three-year work plan and will monitor grant programs to secure funding for more Vision Zero infrastructure and non-infrastructure projects. Staff will provide an update on the City's Vision Zero initiatives in FY 2024-25.

### City Council Questions

During the study session, staff will seek feedback on the Vision Zero Action activities, including these questions:

- Does the City Council have questions about the factors associated with collisions in Redwood City?
- Does the City Council have input on proposed infrastructure projects to improve safety?
- Does the City Council have input on proposed education efforts to improve safety?
- Does the City Council have input on proposed enforcement efforts to improve safety?

### **EQUITY IMPACT STATEMENT**

Equity was considered during the development of the *Redwood City Walk Bike Thrive Plan*. Identified projects, including Vision Zero projects, were evaluated and scored based on six criteria, one of which was equity. During development of the plan, specific outreach was done to equity priority areas and all outreach materials were available in both English and Spanish.

Eight out of ten Vision Zero priority locations (corridors and intersections) are within equity priority areas so most projects will benefit these areas. Since collisions are concentrated in equity priority communities, future traffic safety and Vision Zero educational and encouragement activities will target these areas specifically to increase safety for disadvantaged communities.

### **FISCAL IMPACT**

There is no new fiscal impact associated with receiving this staff report. Multiple grants are funding Vision Zero work, including the \$100,000 grant through the San Mateo County's Measure A/W program to fund Vision Zero non-infrastructure activities. The Police Department also receives an annual STEP grant to fund traffic-safety activities including enforcement and community education.

### **ENVIRONMENTAL REVIEW**

This study session is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably

## 10.A. - Page 15 of 15

foreseeable indirect physical change in the environment.

### **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **ALTERNATIVES**

No alternatives are proposed as this is a study session seeking individual City Council feedback.

### **ATTACHMENTS**

None

### **LINKS**

[Redwood City Walk Bike Thrive Plan](#)

### **REPORT PREPARED BY:**

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### **APPROVED BY:**

Jeff Schwob, Interim Community Development & Transportation Director  
Melissa Stevenson Diaz, City Manager



## STAFF REPORT

### To the Honorable Mayor and City Council From the City Manager

**DATE:** September 11, 2023

#### **SUBJECT**

Receive draft Automated License Plate Reader (ALPR) policy, receive public comment on the ALPR program in accordance with Civil Code § 1798.90.55(a), and approve purchase of 25 Flock Group, Inc. ALPR cameras for the City of Redwood City with a three-year service contract from Flock

#### **RECOMMENDATION**

1. Receive Redwood City Police Department's Draft Automated License Plate Readers Policy and public comment on proposed Automated License Plate Reader program; and
2. By motion, approve and authorize the City Manager to execute an agreement to purchase 25 Automated License Plate Reader cameras from Flock Group, Inc. with installation and a three-year service agreement, covering the time period September 2023 to September 2026 for a not-to-exceed amount of \$243,750.00.

#### **STRATEGIC PLAN GUIDING PRINCIPLE**

Public Safety

#### **BACKGROUND**

During the September 11<sup>th</sup> meeting, the Police Department will present the Department's Draft Automated License Plate Readers Policy and request City Council approval to purchase 25 Automated License Plate Reader ("ALPR") cameras from Flock. . Currently, Redwood City does not own any ALPR cameras but accesses ALPR data gathered by other jurisdictions. Staff is seeking to update the program by installing 25 Flock ALPR cameras at key locations throughout the City as well as utilizing recently-deployed Axon cameras in patrol vehicles that can collect ALPR information and are compatible with the Flock system. Staff is requesting the City Council receive the updated draft ALPR policy, which is revised to address the changes discussed above and also complies with AB 1463, new ALPR legislation proposed for California. Moreover, this is an opportunity for public comment on the system in accordance with the Civil Code.

The proposed ALPR system responds to both community demand and in an effort to leverage technology to improve our investigative efficiency. The Department has presented and received community feedback regarding the system at four different public meetings: two Police Advisory Committee meetings (one presentation on the technical specifications and uses of the system; and the second on the draft ALPR policy); one general community meeting (held May 1, 2023 at Main Library, in-person/Zoom, presented in English and Spanish), and one general community meeting in Redwood Shores in June 2023. Feedback has been generally positive, though we have heard concerns about privacy, data storage security, and misuse.

The system will consist of 25 cameras mounted at key locations throughout the City, which capture still images of passing vehicles. Patrol vehicles are also equipped with Axon cameras that will collect images and are compatible with the Flock system. Collected images are analyzed by system software and then searchable by license plate number, state of origin for the license plate, car color, car make, car model. The images will be stored and available for law enforcement use for 30 days.

ALPR systems are an effective investigative tool, used for both proactive and reactive law enforcement. Images captured by this system can be used to alert officers in real-time to the location of a stolen vehicle or a suspect vehicle in a crime, or the system can be used to investigate crimes after they occur, providing crucial evidence and investigative leads. The Flock ALPR system employs rigorous security measures, and all images and data are stored on encrypted cloud-based servers. The data is owned by the City of Redwood City, and access is restricted to authorized RCPD personnel and specific allied agencies that the department can choose to manually permit access. All searches are recorded, with a limited scope of authorized uses, and the system will be periodically audited to ensure compliance with policy and the law.

Over 2,000 cities nationwide actively utilize Flock ALPR systems, including most cities in San Mateo County. These cities include Atherton, Burlingame, Millbrae, Colma, Foster City, Hillsborough, San Mateo, San Bruno, South San Francisco, and numerous locations throughout unincorporated San Mateo County.

**ANALYSIS**

On February 2, 2023, the Redwood City Police Department issued a Request for Proposal (RFP), published on the City’s website and in the *San Mateo Daily Journal*. Six prospective vendors submitted proposals by the March 8, 2023 submission deadline.

Proposals received by March 8, 2023:

<b><u>VENDER</u></b>	<b><u>Proposed Price</u></b>
1) Flock	\$225,500.00 (price excluded installation)
2) Leonardo	\$270,654.00 (price excluded installation)
3) Utility	\$287,500.00 (price excluded installation)
4) Jenoptik	\$404,200.00 (price included installation)
5) Motorola	\$417,284.53 (price included installation)
6) Rekor	\$545,243.00 (price excluded installation)

After a review of the RFP proposals, staff determined that Flock was the lowest bid, represents the best value to the Department in proven field use with reliable references from nearby city departments and is the only company compatible with Evidence.com (current body worn camera software utilized by Redwood City Police Department). The Department is seeking approval to purchase 25 Automated License Plate Readers (ALPRs) from Flock for a price of \$243,750.00 (including installation of cameras and poles).

## 11.A. - Page 3 of 60

Agreement (year 1)	\$ 86,750.00	September 2023 – September 2024
Annual Recurring (year 2)	\$ 78,500.00	September 2024 – September 2025
Annual Recurring (year 3)	\$ 78,500.00	September 2025 – September 2026
<b>Total</b>	<b>\$243,750.00</b>	<b>September 2023 – September 2026</b>

### **EQUITY IMPACT STATEMENT**

The implementation of ALPRs is a complex issue that requires careful consideration of its potential impacts on equity and social justice with our community. RCPD sought input from our community members through public meetings, held in person and by Zoom. Presentations were held in English and Spanish to understand our community concerns regarding ALPRs. During the presentations, we discussed how Flock’s ALPR cameras help community residents, businesses, and law enforcement work together to eliminate crime, protect privacy, and mitigate bias. In addition to allowing law enforcement to quickly identify the suspects of a crime, the current use of Flock ALPR cameras has enabled law enforcement to reduce innocent civilians from being contacted, deter crime, and recover property quickly. We discussed how the ALPR system operates, how the system will be used by RCPD, while ensuring that the technology does not disproportionately target or impact specific racial, ethnic, or socio-economic groups and established clear policies and procedures for ALPR deployment, data handling and access. We also confirmed that data from ALPRs will not be shared with Immigration Enforcement Agencies.

### **FISCAL IMPACT**

The Department has previously set aside funds for this project in the FY2022-2023 Approved Budget. No additional appropriation is necessary at this time.

### **ENVIRONMENTAL REVIEW**

Installation of Flock cameras at locations in the City is a project exempt under CEQA Guidelines, Section 15301 (Class 1. Existing Facilities) because it would involve the operation, permitting, or minor alteration of existing public facilities involving negligible or no expansion of existing or former use.

### **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **ALTERNATIVES**

The City Council may elect not to accept the recommended action and direct staff to pursue an alternative method to provide services.

**ATTACHMENTS**

Attachment A – RCPD ALPR Draft Policy  
Attachment B – Flock’s Proposal  
Attachment C – Flock Agreement

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**APPROVED BY:**

Kristina Bell, Police Chief  
Melissa Stevenson Diaz, City Manager

*Automated License Plate Readers (ALPRs)***Policy  
427****Redwood City Police Department**

Redwood City PD Policy Manual

## Automated License Plate Readers (ALPRs)

### 427.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

### 427.2 DEFINITIONS

“Automated license plate recognition operator” or “ALPR operator,” means a person that operates an ALPR system. For RCPD purposes, this refers to personnel operating a vehicle or other item of equipment with ALPR cameras collecting license plate data.

“Automated license plate recognition end-user” or “ALPR end-user” means a person that accesses or uses an ALPR system. For RCPD purposes, this refers to personnel accessing data on a retroactive basis that is collected and stored in a centralized database(s).

“Automated License Plate Reader Program Administrator” or “ALPR Administrator” refers to the Investigations Division Lieutenant who shall be responsible for developing guidelines and procedures to comply with the requirements of California Civil Code § 1798.90.5 *et seq.*

### 427.3 ADMINISTRATION OF ALPR DATA

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Redwood City Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, human trafficking activities, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the ALPR Administrator. The ALPR Administrator will assign members under their command to administer the day-to-day operation of the ALPR equipment and data.

#### 427.3.1 ALPR ADMINISTRATOR

The ALPR Administrator shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 *et seq.* This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with

*Automated License Plate Readers (ALPRs)*

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Civil Code § 1798.90.52.

- (e) Working with the Custodian of Records on the retention and destruction of ALPR data.
- (f) Ensuring this policy and related procedures are conspicuously posted on the department's website.

**427.4 OPERATIONS**

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (California Civil Code § 1798.90.51 - 1798.90.53):

- (a) An ALPR shall only be used for official law enforcement business by any Department member(s) whose job duties necessitate the use of an ALPR and that have completed Department approved training.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing Department approved training (RCPD Policy § 427.8). A list of authorized users is maintained by the Training Sergeant.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) Officers should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.
- (g) Use of an ALPR will be limited to department members with the following job titles: Police Officer, Detective, Police Sergeant, Police Lieutenant, Police Captain, Police Chief, Community Service Officer, Parking Enforcement Officer, Communications Dispatcher, Communications Supervisor, Police Clerk, Records Supervisor, Court Liaison Clerk, Police Evidence & Property Clerk, Police Property & Evidence Room Coordinator, and Information Technology Senior Analyst.. Information Technology staff may use an ALPR only for the purpose of repairing and/or ensuring proper functionality.
- (h) The employee using our ALPR system must recognize that the data collected from the ALPR device, and the content of referenced hotlists, consists of data that may or may not be accurate, despite ongoing efforts to maximize the currency and accuracy of such data. To the greatest extent possible, vehicle and subject information will be verified using separate law enforcement information sources to confirm the vehicle or subject's identity and justification for contact. Users of ALPR data must, to the fullest extent possible, visually confirm the actual plate characters generated by the ALPR readers correspond with the digital image of the license plate in question.

### *Automated License Plate Readers (ALPRs)*

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- (i) Members shall not access an ALPR system that retains ALPR information that does not match information on a hot list for more than 60 days after the date of collection unless the ALPR system is operated by an airport authority.

#### **427.5 ALPR DATA COLLECTION AND RETENTION**

The ALPR Administrator is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles and fixed-ALPR cameras to the designated storage in accordance with department procedures.

ALPR information that is not on a hot list shall be purged no more than 30 days from the date of collection. ALPR information being used as criminal evidence will be retained until the criminal matter is resolved and/or in accordance with other criminal evidentiary retention schedules.

#### **427.6 ACCOUNTABILITY AND SAFEGUARDS**

All data will be closely safeguarded and protected by both procedural and technological means. The Redwood City Police Department will observe the following safeguards regarding access to and use of stored data (California Civil Code § 1798.90.51 - 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time, and license plate number or other data elements used to query the ALPR system, as well as the purpose for accessing the information. (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relates to a specific criminal investigation or department-related civil or administrative action.
- (c) When accessing the ALPR data, members must enter an associated case or incident number and provide a short description of the reason for the search. Information Technology staff must enter a detailed reason for the access absent an associated case or incident number.
- (d) ALPR system audits shall be conducted by the ALPR Administrator on an annual basis. The audit will review and assess ALPR end-user searches during the previous year to determine if all searches were in compliance with this policy. The audit shall also assess whether all ALPR information that does not match information on a hot list has been purged no more than 30 days from the date of collection.
- (e) Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited and may subject a member to administrative action and discipline, up to and including termination.

All data and images gathered by ALPRs are for official use of RCPD. Because such data may contain confidential information, it is not open to public view.

#### **427.7 RELEASING ALPR DATA**

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by California state law, using the following procedures:

### *Automated License Plate Readers (ALPRs)*

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- a) Agency members accessing ALPR data are subject to a pre-approval process by RCPD and the database management administration, confirming their authority to access the system for official law enforcement purposes.
- b) The agency makes a written request for the ALPR data that includes:
  1. The name of the agency.
  2. The name of the person requesting.
  3. The intended purpose of obtaining the information.
- c) The approved request is retained on file.
- d) RCPD shall maintain a record of the access, which will include the date and time the information is accessed, the license plate number or other data elements used to query the ALPR system, the username of the person who accesses the information, and, as applicable, the organization or entity with whom the person is affiliated.

ALPR information shall not be sold, shared, or transferred to out-of-state or federal agencies without a court order or warrant issued by a California court.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the standard Records Release policies.

#### **427.8 TRAINING**

The Training Sergeant shall ensure that members receive department-approved training for those authorized to use or access the ALPR system (California Civil Code § 1798.90.51 - 1798.90.53).

Only Department personnel trained in the use of ALPR technology, including its privacy and civil liberties protections, shall be allowed access to ALPR data. Training shall consist of:

- (a) Legal authorities, developments, and issues involving the use of ALPR data and technology;
- (b) Current Department policy regarding appropriate use of ALPR technology;
- (c) The evolution of ALPR technology including any new capabilities and associated risks; and
- (d) Technical, physical, administrative, and procedural measures to protect the security of ALPR data against unauthorized access or use;

#### **427.9 REVISIONS**

Revised August 2023

# flock safety

Let's defeat crime together

# Your partner in fighting crime



Kyle Egkan  
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(714)469-0389

1170 Howell Mill Rd NW, Suite 210.  
Atlanta, GA 30318

**Redwood City**



Redwood City,

We appreciate the opportunity to bid on this project. Based on the needs shared we are confident that we can deliver a system that will help prevent and reduce crime.

When we started Flock Safety in 2017, we were just concerned citizens trying to use our talents in electrical engineering and software development to help our neighborhoods stop property crime. Since that time, we've heard from Sheriffs, Chiefs of Police, Command Staff, City Councils, Business Leaders, and other Concerned Neighbors like us from all across the country. There is a growing desire to work together to eliminate crime and I believe that with the right technology, hard-working officers, and community engagement we can make a serious dent in the crime in your jurisdiction.

And it's working today in 2000+ cities, with 1500+ law enforcement agencies across the country. Within Redwood City, commercial and private clients have already partnered with Flock. All over the peninsula, we're working with San Mateo County, Atherton, San Mateo, Foster City, Burlingame, Millbrae, San Bruno, Colma, Brisbane, South SF, Hillsborough, Los Altos Hills, Town of Woodside, and other jurisdictions throughout the greater Bay Area to help lower crime rates, kidnapping victims returned to their families unharmed, tens of millions of dollars in recovered stolen vehicles, illegal weapons taken off the streets, a renewed energy among detectives and patrol officers, and most importantly, communities that support their local law enforcement because they are safer than ever before.

The network of California cities using Flock is unmatched, with agencies spanning Northern, Central and Southern California, enabling cross functional partnerships across communities and law enforcement agencies. Moreover, Flock is the only company in this space that views privacy as a deliverable, and we will continue to do so in perpetuity.

We want to continue that success with you and your community, so that you can:

- Use the latest, most advanced technology to capture better evidence
- Build tighter partnerships between law enforcement and the community you serve
- Have a local team of Flock Safety reps dedicated to working with you and serving you

Flock Safety confirms that all elements of this RFP have been reviewed, understood, services can be performed as outlined, and proposal price will be valid for duration of contract. Kyle Egkan will be your single point of contact during the process. Together, we can change the fabric of our country. We look forward to hearing from you and hope you will join the "flock"!

Thank you,



Garrett Langley  
Founder and CEO

### Your partner in eliminating crime

Flock Safety provides 1500+ law enforcement agencies in over 2000 cities a scalable solution for public safety that reduces crime by up to 60%. Spend less time chasing investigative leads; leverage Flock Safety's automatic license plate recognition (ALPR) and Vehicle Fingerprint™ technology to get actionable, objective evidence that drives results in your community for less than the cost of hiring an additional officer.

### ALPR cameras that go anywhere

Our devices are infrastructure-free with solar power and LTE connectivity, so we can install them quickly where they make the most impact on crime.

Based on the location of the city of Carson all cams will be installed solar powered

### Capture more than license plates

Search footage with Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.

### Multiply your force with less

\$3,000 per camera/year includes hardware, software, solar power, data, cloud storage, ongoing maintenance, and access to 1B+ plate reads/month.

### Partner with your community

Thousands of communities use privately-funded Flock Safety cameras nationwide. This means law enforcement has access to more footage without the additional cost.

1500+

agency relationships nationwide

2000+

cities with private cameras

1B+

license plate reads per week

120

Hot List notifications per hour



Flock Safety's public safety operating system includes fixed license plate reading cameras and software for unlimited users to access footage and receive Hot List notifications.

Learn more at [flocksafety.com/lawenforcement](https://flocksafety.com/lawenforcement).

## Scope of Work

SOW provide all the following services:

### Install proposed equipment

Flock employees will install equipment either on Flock poles or existing city infrastructure. As part of our implementation process, Flock will work with city's public works/engineering team(s) to comply with permitting and installation requirements. We will conduct site surveys and call 811 as appropriate, and we will train your team once implementation is complete. Additionally, ongoing maintenance and support is included for as long as your subscription with us is active.

### Software as a Service (SaaS) platform

Flock's web based platform, FlockOS, is a SaaS based platform which includes automatic updates. Flock's ALPR software uses machine learning to constantly improve accuracy and speed of plate recognition, continuing to get smarter and more effective through updates. FlockOS does not require on premises IT, and data is stored and encrypted in the AWS Government Cloud.

Ability for agency to configure system for data sharing with other law enforcement agencies.

Agency has ability to share data with other permitted law enforcement agencies. Data belongs to contract holder. The contracted agency has the ability to share access to cameras and hotlist alerts to enable cross agency collaboration to share insights and help eliminate crime

### Development & technical support

Based in the USA, Flock Safety specializes in internal technical support and hardware implementation by Flock employees (please see page 18-23, Implementation Guide and Team).

## Product

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review. The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

### Software user interface

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review. The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

#### Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

#### Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
- Date and time
- Vehicle Characteristics
- Plate (partial/full)
- Plate Type (in state, out of state, temporary tag)
- Build & Color
- Resident status
- Location/Date/Time



Flock Safety has built the first public safety operating system that helps neighborhoods, businesses, and law enforcement in 1500+ cities work together to eliminate crime, protect privacy, and mitigate bias. Pair devices that capture objective evidence and machine learning to create and deliver unbiased investigative leads to law enforcement.

## What makes Flock Safety's technology different

### Public & private partnerships

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.

### Infrastructure free

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.

### Vehicle fingerprint™ technology

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 75 MPH with a single camera.

### Simple & affordable

Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.



## Insights

Give city council an ROI report

- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

## National and Local Sharing

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 500M monthly reads
- Attached to "Lookup" experience

## Lookup

Search plates across your jurisdiction

- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network



## Performance



Daytime Footage



Temporary Plate



Covered Plate



Nighttime Footage



No Plate



Two Lanes of Traffic



# Camera Specifications

## Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

## Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)



## Data

16GB local storage, ~2 weeks

## Motion

Passive Infrared Motion Detection

## Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

## Production

Designed & manufactured in the U.S.

## Night Vision

850nm Custom IR Array

## Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

# Camera Performance

## Motion

NCIC and Custom Alert Notifications

Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

## Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

## Processing Power

1.4GHz

64-bit quad-core CPU

## Image Capture

30-50 ft from vehicles

Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)

# flock safety

Let's defeat crime together

## Automate investigative leads with a camera that sees like a detective

### Flock Safety Falcon™ ALPR Camera

The Flock Safety Falcon is an affordable, infrastructure-free ALPR (automatic license plate reader) camera for law enforcement agencies who want to increase case clearance and eliminate crime. Unlike traditional ALPR, the Falcon uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible.

## Not your average license plate reader

### Install anywhere

With solar power and LTE connectivity, we can install the Sparrow where it makes the most impact on crime.

### No maintenance required

We install, maintain, and service your cameras for the life of your contract, all for one subscription price.

### Vehicle Fingerprint Technology

If an incident occurs, search footage by vehicle type, make, color, license plate state, and other unique features like bumper stickers, decals, and roof racks.

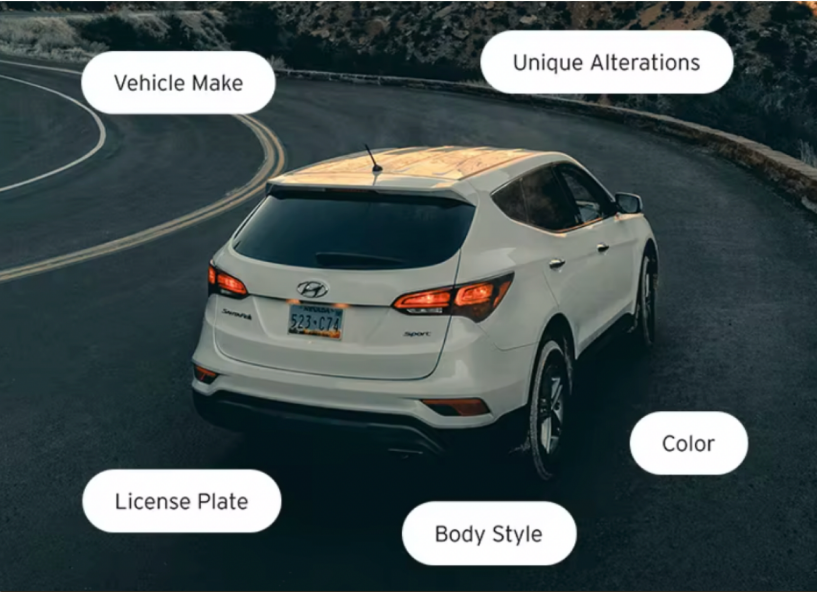


# Capture objective evidence 24/7 without the overtime pay



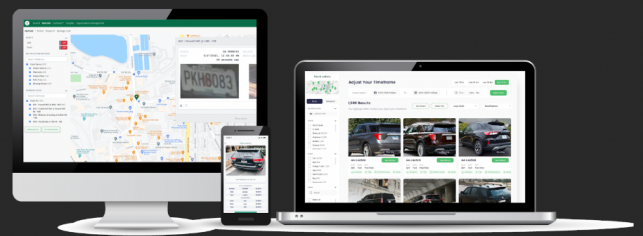
Identify vehicle body type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and unique features like decals, bumper stickers, and accessories.

## Flock's Vehicle Fingerprint Technology



### LPR Captures

- |                          |                 |
|--------------------------|-----------------|
| License Plates           | Bumper stickers |
| Type                     | Decals          |
| Make                     | Roof racks      |
| Color                    | Back racks      |
| State                    | Frequency       |
| Missing / covered plates | & More!         |



# Increase case clearance for your agency with FlockOS

## Detect objective evidence 24/7

Scale public safety without growing your force or exceeding your budget. Instead of knocking on doors after a crime occurs, proactively deploy ALPR cameras or transform existing IP cameras into cameras that see like a detective 24/7 without overtime pay.



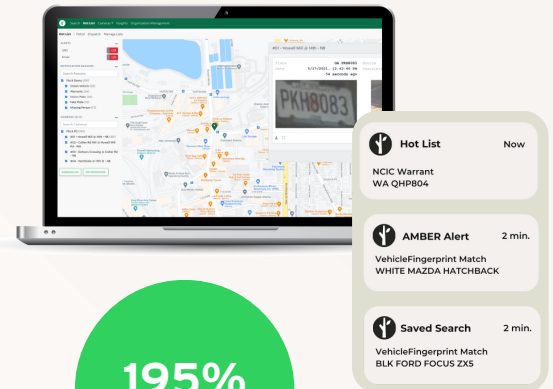
## Decode footage to uncover leads

Our software identifies body type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and unique features like decals, bumper stickers, and accessories that create a traceable Vehicle Fingerprint.



## Deliver actionable data to your agency

Give Dispatch a birds-eye view of your jurisdiction and empower your Patrol Officers to be more effective in the field with real-time notifications related to active investigations.



customer retention

**"This technology provides officers the investigative leads necessary to go after suspects immediately, which is great for morale."**

Sgt. Adam Senf, Vacaville, CA

# About Flock Safety ALPR

## Privacy and Ethics Factsheet

### How does Flock Safety keep devices and data secure?

Flock Safety holds itself to the highest level of security. We have implemented the following security policies and features:

- Flock Safety data and footage is encrypted throughout its entire lifecycle. All data is securely stored with AES256 encryption with our cloud provider, Amazon Web Services.
- On-device, data is only stored temporarily for a short time until it is uploaded to the cloud, at which point it is removed automatically from the local device. This means the data is secure from when it is on the Flock Safety device to when it is transferred to the cloud, using a secure connection to Flock Safety servers. While stored in the cloud, all data (both footage and metadata) is fully encrypted at rest.
- Flock Safety defaults to permanently deleting all data after 30 days on a rolling basis, setting a new standard in the industry.

### Who has access to data collected by Flock Safety devices?

- Flock Safety's customers own 100% of their data and determine who has access. Flock Safety will never share or sell the data, per our privacy policy.
- With explicit written permission from the customer, Flock Safety does have the ability to grant law enforcement access to specific footage for a short period (24 hours, 48 hours, or however long the customer desires) in the event of an investigation following a crime. Access can only be granted through the approval of the customer.
- Flock Safety has maintenance software in place to measure device performance and image capture quality. This is used to diagnose issues preemptively and schedule service calls in the event of a device malfunction or emergency.

### How long does Flock Safety keep data?

- Flock Safety stores footage for only 30 days on a rolling basis by default, after which the footage is automatically hard deleted. The only exception to this is if a democratically-elected governing body or official legislates a different data retention period.

## Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once devices are successfully capturing footage, customers get introduced to their dedicated Market Manager.

This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the support@flocksafety.com inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

### Safety-As-A-Service

- Regular software updates at no additional cost
- Device maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera footage search

### Installation & camera locations

The average installation is to 6-8 weeks upon receipt of Permits.

Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.



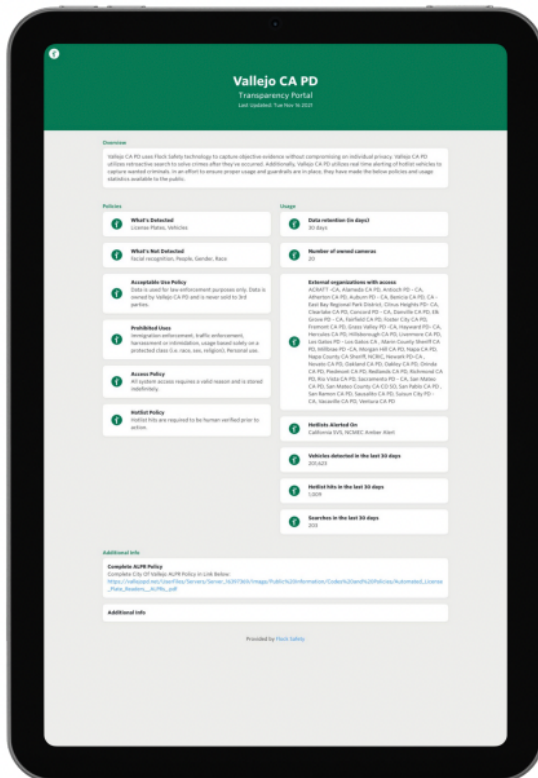
### End to end service provider

- Solutions Consultants with LE backgrounds who are experts in Flock devices and will help ensure that we have the best possible deployment for your city
- Product Implementation who will ensure that every location is vetted from a feasibility standpoint and we are set up for success, c) Permitting Team who will help with County, and City permits.

# A new way to promote the ethical use of technology in public safety

## Flock Safety Transparency Portal

Flock Safety's Transparency Portal is the first public-facing dashboard for law enforcement agencies, city leaders, and local government officials to share policies, usage, and public safety outcomes related to automatic license plate recognition (ALPR) technology. Promote transparency and accountability in the use of policing technology to build community trust while creating a safer, more equitable society.



## Make your ALPR policies and usage publically available with a shareable link

Build trust and engage the public in a dialogue about ALPR's ability to capture objective evidence used by law enforcement to eliminate crime without invading the privacy of citizens.

# Build community trust while creating a safer, more equitable society



**Display your Flock Safety metrics automatically.**

Tout the ROI of ALPR to stakeholders in your community with real-time usage stats for Hot List alerts, vehicle detection, crimes solved, and more in fully customizable modules.

## **Provide easy access to Search Audit reports**

Demonstrate your commitment to accountability and integrity by proactively providing access to downloadable search audit reports\* detailing the user, date, number of cameras, and reason for each search conducted with Flock Safety.



**"The Transparency Portal underscores our deep commitment to openness, accountability, and integrity."**

Chief Bowers  
Piedmont, CA Police Department

\*optional feature; can be disabled

# Transparency Portal FAQs

The Transparency Portal is a tool that allows Flock customers to have a public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system. Its goal is to allow Flock users to engage the public in how the technology is being used effectively and without negatively impacting privacy.

## Does it cost anything?

There is no additional cost to enable the Transparency Portal.

Who is able to see the Transparency Portal?

Once your organization opts into the portal, the portal is available to the entire world via a public URL. This URL can also be linked to or embedded on any other page.

## How can I enable a Transparency Portal for my organization?

Your Market Manager can assist you in setting up your Transparency Portal. Just reach out to Flock!

## Can the portal content be customized?

Yes! During the setup process, Flock can provide you with recommended defaults, but the content of the portal is totally customizable. Policy names/entries, ordering of items, and what data you show/hide are all able to be customized. Although Flock will recommend default settings, ensuring that the defined policies are accurate is still the responsibility of the organization.

## What Flock metrics can be included in the portal?

- Hotlist Sources - The hotlist data sources that your organization may be alerted on. e.g. NCIC, NCMEC Amber Alert
- Data Retention - The number of days that the Flock system retains captured data before hard deleting.
- Number of Owned Cameras - The number of cameras owned by the organization.
- Organizations with Access - A list of other organizations that have either search or hotlist access to any cameras owned by the organization.
- Plate Reads (30 days) - The number of license plates captured in the last 30 days for all cameras owned by the organization.
- Plate Hits (30 days) - The number of hotlist hits detected in the last 30 days for all cameras owned by the organization.
- Searches (30 days) - The number of searches done in the last 30 days by any user in the organization.
- Search Audit CSV - A downloadable CSV that makes public all searches done in the last 30 days by any user in the organization. The CSV consists of 4 columns; Unique Anonymized ID of the search, Unique Anonymized ID of the user, the number of cameras searched, the reason listed for the search.

## Maintenance, Support & Warranty

Maintenance, Support, and Warranty are included in perpetuity as long as The City is subscribing to our service. This is included in the annual subscription costs. This includes both on-site and remote support at no additional cost.


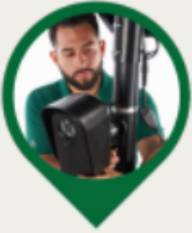

All service and support will be provided by Flock Safety Technicians. The City's only role is to request service when necessary.

**Warranty:** All Flock products are under warranty for the duration of the Customer's contract. Flock cameras have built-in alarms to alert us if a camera is not performing at optimal standards. In the event of a camera performance issues, maintenance teams will be deployed at no additional cost. In the event the Flock camera is physically damaged or stolen, the first camera replacement will be made by Flock at not additional cost. A reassessment of camera location will be made at that time to deter further issues. In the unlikely case that an additional replacement camera is needed, the customer will be responsible for the \$500 cost. Flock reserves the right to refuse or delay replacement or its choice of remedy for a defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after the Agency notifies the Flock of defect.



Flock does not have an SLA, and obligations for maintenance and warranty are listed in the terms of service.



# Implementation Team

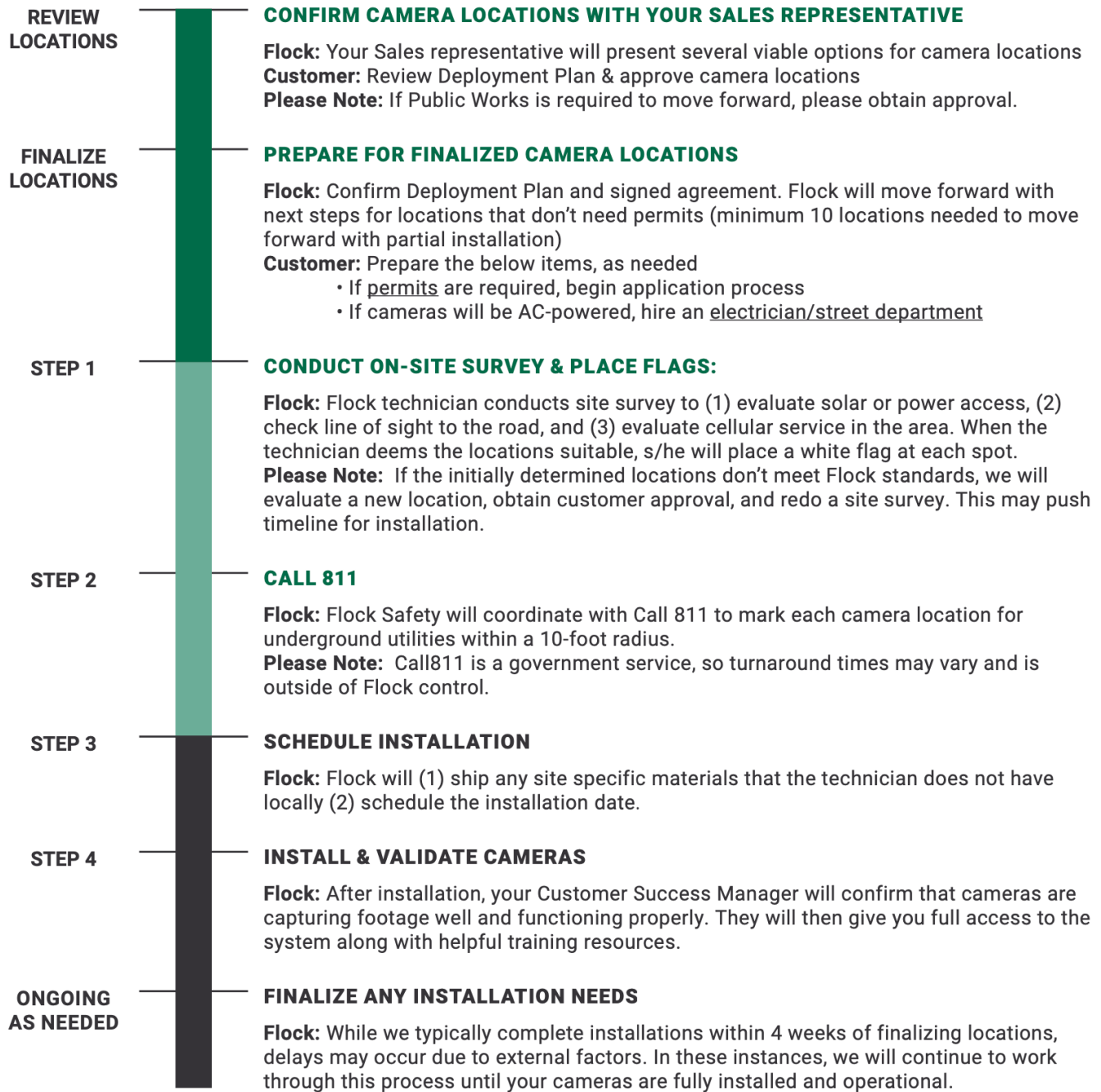
Implementation Team	How they will support you
<p><b>Project Manager</b></p> 	<p>Your <b>Project Manager</b> is your <b>primary contact during camera installation.</b></p> <ul style="list-style-type: none"> <li>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</li> </ul>
<p><b>Field Operations Team</b></p> 	<ul style="list-style-type: none"> <li>The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li> <li>They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li> <li><b>*Note*:</b> For all <b>Installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li> </ul>
<p><b>Product Implementation Specialist</b></p> 	<p>Your <b>Product Implementation Specialist</b> is your <b>technical product expert.</b></p> <p>They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. <b>Your specialist will work your Sales Rep to:</b></p> <ul style="list-style-type: none"> <li>Review the cameras in your deployment</li> <li>Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product</li> <li>If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).</li> </ul>

# Relationship Team

Relationship Team	How they will support you
<p data-bbox="168 501 323 617"><b>Customer Success Manager</b></p> 	<p data-bbox="451 501 1463 573">Your <b>Customer Success Manager</b> is your <b>strategic partner</b> for your lifetime as a Flock customer.</p> <p data-bbox="451 600 1438 672">While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p data-bbox="451 699 1495 770">Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul data-bbox="483 798 1438 1115" style="list-style-type: none"> <li>• Set up Account Training</li> <li>• Understand benefits of features</li> <li>• Learning best practices for getting relevant data</li> <li>• Identifying opportunities to expand the security network in your area</li> <li>• Provide feedback on your partnership with Flock</li> </ul>
<p data-bbox="147 1184 342 1260"><b>Flock Safety Support</b></p> 	<p data-bbox="451 1184 1487 1293">The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To <b>get in touch with support</b>, simply email <b>support@flocksafety.com</b>. Support can help you:</p> <ul data-bbox="483 1320 1203 1665" style="list-style-type: none"> <li>• Request camera maintenance</li> <li>• Troubleshoot online platform</li> <li>• Contract / Billing questions</li> <li>• Update account information</li> <li>• Camera Sharing questions</li> <li>• Quick “How to” questions in your Flock Account</li> </ul>

# Implementation Timeline

This timeline provides general guidance and understanding of you installation process. While we typically complete installations 6-8 weeks after permits have been issued, delays can occur as noted in the timeline below.



\*can provide SOW, dates not included pending contract signatures

## Partnerships

- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
  - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
  - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

## Installation

\*can provide SOW, dates not included pending contract signatures



**Solar &  
Existing Pole**



**Electric &  
Existing  
Structure / Pole**

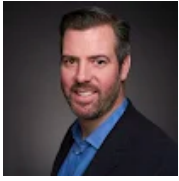


**Solar &  
Flock Pole**



**Solar & Traffic  
Pole**

## Meet the Team



### Kyle Egkan

- Territory Sales Manager
- 3+ years of experience in the public sector
- Responsible for all aspects of contracting and planning



### Graham Carter

- Customer Success Manager
- Responsible for post-sales success, including: training, installation updates, permitting, hot list connectivity, agency networking, and community engagement.



### Luis Martinez

- Oversees all permitting operations for California
- Responsible for collaborating to understand and submit permit applications



### Bryan Robbins

- Solutions Consultant, Major Accounts (Deployment strategy)
- Responsible for camera placement assistance and strategy



### Cody King

- Director of Field Operations and Installations
- Oversees all field installation services



### Aaron Montez

- Project Manager: Communications and resources to install Flock devices
- Accomplished Projects: (see Bay Area Project Management Successes)
- Led the 260 camera deployment for the Riverside County Sheriff



### Petra Knapp

- Sales Engineer (Technical integrations)
- Technical product support

# Bay Area Project Management Successes

Successful implementations:

### South San Francisco PD

- Total Camera Deployment - 28
- All City ROW locations
- Pole Types
- 17 Existing Light Poles
- 6 Flock Pole - 12 ft
- 5 Existing Traffic Signal Poles

### Vacaville Phase 3

- Total Camera Deployment - 60
- All City ROW locations
- Pole Types
- 43 Existing Light Poles
- 17 Flock Pole - 12 ft

### Tracy PD

- Total Camera Deployment - 47
- All City ROW locations
- Pole Types
- 12 Existing Traffic Signal Poles
- 11 Flock Pole - 12 ft
- 23 Existing Light Poles

### Morgan Hill PD - Phase 2

- Total Camera Deployment - 25
- All City ROW locations
- Pole Types
- 11 Flock Pole - 12 ft
- 7 Existing Light Poles
- 7 Existing Traffic Signal Poles

### Rocklin PD

- Total Camera Deployment - 32
- City ROW
- Caltrans (DOT) ROW
- Pole Types
- 17 Flock Pole - 12 ft
- 12 Existing Light Poles
- 3 Existing Traffic Signal Poles

### Gilroy PD

- Total Camera Deployment - 35
- All City ROW locations
- Pole Types
- 10 Existing Traffic Signal Poles
- 11 Flock Pole - 12 ft
- 14 Existing Light Poles

### Yuba County SO

- Total Camera Deployment - 25
- All County ROW locations
- Pole Types
- 24 Flock Pole - 12 ft
- 1 Existing Light Pole

### Alameda PD

- Total Camera Deployment - 35
- City/County/Caltrans(DOT) locations
- Pole Types
- 22 Existing Light Poles
- 6 Existing Traffic Signal Poles
- 4 Flock Pole - 12 ft
- 3 X Sqrd RediTorque - DOT Poles

### Concord PD

- Total Camera Deployment - 65
- City/County locations
- Pole Types
- 24 Flock Pole - 12 ft
- 22 Existing Light Poles
- 19 Existing Traffic Signal Poles

## Pricing for Falcon LPRs

**\$3,000 /Camera Annually = 25 Cameras \$75,000/Year**

*\$0-1,250 per Camera installation fee (one time) location dependent*

### Camera Hardware:

- ✓ Automatic license plate reader
- ✓ Solar or DC Power
- ✓ Mounting equipment
- ✓ Maintenance Warranty

### Hosting & Analytics:

- ✓ Cloud hosting
- ✓ Unlimited user licenses
- ✓ Hot list integration & alerts
- ✓ Ongoing software enhancements

**25 Flock Falcon ALPR Cameras \$3,000/Camera = \$75,000/Year**

**YEAR 1 = \$75,000**

**YEAR 2 = \$75,000**

**YEAR 3 = \$75,000**

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**Total Cost Over 3 Years = \$225,000 + Installation Fees, If Applicable  
(Ongoing Support & Maintenance Included)**

### Additional Costs:

**Advanced Search \$2,500/year for <25 Cameras**

### One Time Installation Fees:

**Existing Infrastructure \$0/Camera**

**Flock Standard Poles \$350/Pole (if needed)**

**DOT Poles \$1,250/Pole (if needed)**

**Permitting \$350/Camera (if needed)**

Flock Safety does not provide electrical services. Electrical work not included in the price. Flock Safety's open API platform will allow neighboring agencies to pull read data into their platform at no extra cost. Flock Safety is not responsible for building this integration but it would be fully supported to export camera images from Flock Safety's ALPR Cameras.

# Optional Pricing

## Advanced Search

**Training & Maintenance costs - included in pricing**  
**No installation services provided**

**Annual cost - dependent on number falcons**

<u>Number of Falcon LPR Cameras</u>	<u>Subscription Price</u>
< 25	\$2,500/year
25-49	\$3,500/year
50 ≤	\$5,000/year

### Visual Search

Transform any image into an investigative lead

1

Upload an image

2

Find similar vehicles

3

Find your lead

### Convoy Analysis

Identify accomplice vehicles with a single plate

1

Enter a plate number

2

Identify frequent convoy vehicles

3

Uncover more leads

### Multi Geo Search

Clear multiple cases without a suspect vehicle

1

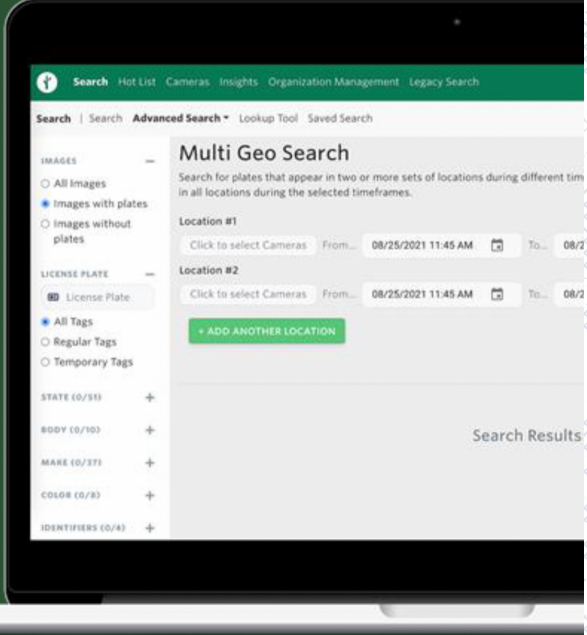
Enter crime locations

2

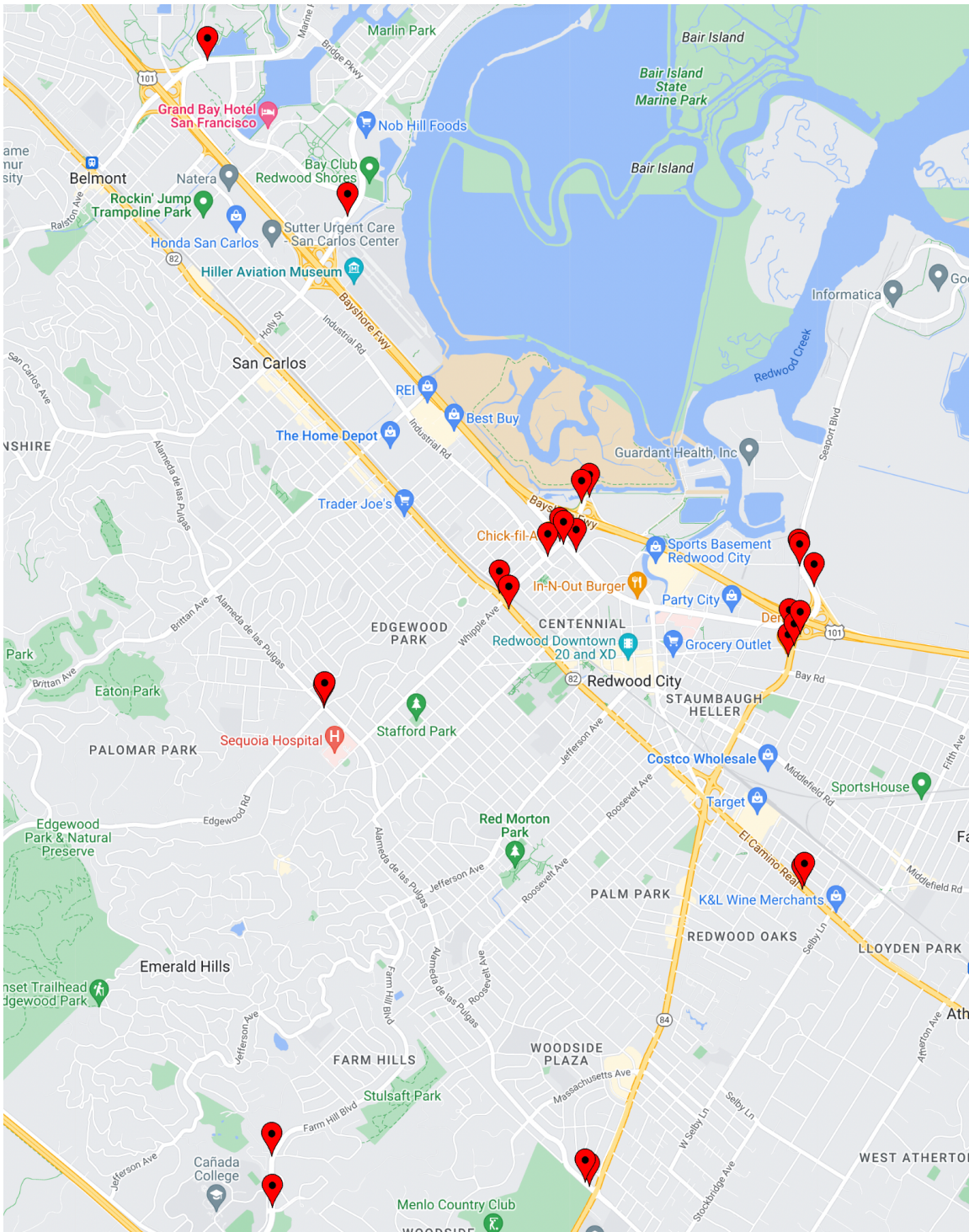
Enter crime timeframes

3

Connect a vehicle to multiple crimes



## Proposed Deployment Strategy



**Flock has reviewed the Professional Services Agreement and agrees to execute and comply with the agreement. Flock will be able to fulfill the proper insurance requirements.**

## References

Client / Company Name: <b>Piedmont Police Department, CA</b>	
Contact Name: <b>Jeremy Bowers</b>	Contact Title: <b>Chief</b>
Phone: <b>(510) 420-3010</b>	Email: <b>jbowers@piedmont.ca.gov</b>
Dollar Value of Agreement: <b>\$107,250</b>	
Date Range of Agreement: <b>7/2/2020 - Current</b>	
Nature of Work Performed: <b>Installation of Flock Falcon cameras, solar panels and poles in the city of Piedmont.</b>	

Client / Company Name: <b>Benicia Police Department, CA</b>	
Contact Name: <b>Mike Green</b>	Contact Title: <b>Chief</b>
Phone: <b>(707) 745-3411</b>	Email: <b>mgreene@ci.benicia.ca.us</b>
Dollar Value of Agreement: <b>\$123,750</b>	
Date Range of Agreement: <b>6/7/2021 - Current</b>	
Nature of Work Performed: <b>Installation of Flock Falcon cameras, solar panels and poles in the city of Benicia.</b>	

Client / Company Name: <b>Hayward Police Department, CA</b>	
Contact Name: <b>David Dorn</b>	Contact Title: <b>Lieutenant</b>
Phone: <b>(510) 293-7272</b>	Email: <b>david.dorn@hayward-ca.gov</b>
Dollar Value of Agreement: <b>\$82,650</b>	
Date Range of Agreement: <b>4/29/2022 - Current</b>	
Nature of Work Performed: <b>Installation of Flock Falcon cameras, solar panels and poles in the city of Hayward.</b>	





**EXHIBIT A**  
**ORDER FORM**

Customer: Redwood City PD  
 Legal Entity Name: Redwood City PD  
 Address: 1301 Maple St Redwood City, California 94063

Initial Term: 36 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$78,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	25	Included
<b>Flock Safety FlockOS Add Ons</b>			
Flock Safety Advanced Search	\$3,500.00	1	\$3,500.00

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00
Professional Services - Advanced Implementation Fee	\$1,900.00	2	\$3,800.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	21	\$3,150.00
<b>Subtotal Year 1:</b>			<b>\$86,750.00</b>
<b>Annual Recurring Subtotal:</b>			<b>\$78,500.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Contract Total:</b>			<b>\$243,750.00</b>

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for one successive renewal term of 24 months ("Renewal Term") for an amount not to exceed \$157,000 unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special terms:

- N/A

**Billing Schedule**

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$86,750.00
<b>Annual Recurring after Year 1</b>	\$78,500.00
<b>Contract Total</b>	\$243,750.00

\*Tax not included

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

**11.A. - Page 40 of 60** By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: City of Redwood City**

By: Mark Smith  
Mark Smith (Aug 31, 2023 11:21 PDT)

Name: Mark Smith

Title: General Counsel

Date: August 31, 2023

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

**Master Services Agreement**

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc., a Delaware corporation with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the \_\_\_ day of \_\_\_\_\_ 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

**RECITALS**

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer is authorized to, and shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes in compliance with applicable laws and regulations, (“**Permitted Purpose**”).

## AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users in connection with Flock Services. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, which will be thirty (30) days.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface during the Retention Period Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User, which, including any such acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall instruct Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within twenty-four (24) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its customers; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use by Customer and Customer does not cure such misuse within thirty (30) days' written notice; (d) there is a threat or attack on any of the Flock IP by a third party and interruption of services to Customer is required to protect Flock IP; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will provide written notice of any Service Interruption to Customer as soon as practicable, and will provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous interruption lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension. To the extent that the suspension is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the expiration of the Term will be tolled by the duration of the suspension (for any continuous suspension lasting

**11.A.** ~~Page 46 of 60~~ at least one full day). For example, in the event of a Service Suspension lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately, and Flock shall notify Customer of such circumstances.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel as reasonably required for Flock to perform Services (such obligations of Customer are collectively defined as ***“Customer Obligations”***).

**3.2 Parties’ Representations:** Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content. Flock agrees with comply with

**11.A.** ~~Page 47 of 60~~ all applicable laws and regulations in its performance of this Agreement, including Flock Services.

#### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data. Flock shall not share or disclose Anonymized Data unless required by law.

5.1 **Confidentiality.** Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. Subject to the California Public Records Act, and applicable laws, the Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, unless required by laws, regulations or Court order as set forth herein. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor

acquires any additional rights in and to the foregoing not expressly granted by this Agreement.

Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) intentionally interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do.

## 6. PAYMENT OF FEES

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than ninety (90) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least sixty (60) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt.

## 7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for one successive renewal term of 24 months in an amount not to exceed \$157,000.00 for the renewal term ("**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term. After the Renewal Term, Customer will have the option to renew for successive renewal terms of one (1) year, upon mutual consent.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period at no additional cost to Customer. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 4, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

## 11.A. - Page 51 of 608. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services may be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use commercially reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain insurance policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers.

## 9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS OR (III) INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION CLAIMS OR (IV) PERSONAL INJURY CLAIMS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock will defend, indemnify and hold harmless (collectively “Indemnify”) Customer and its officers, boards and commissions, agents, employees and volunteers (collectively “Indemnitees”) from and against all claims, damages, losses and expenses including reasonable attorney fees (collectively “Losses”) arising out of the performance of the Services, caused or claimed to be caused by the acts, errors and/or omissions of Flock, or any Flock personnel or anyone for whose acts any of them may be liable (collectively, “Responsible Parties”).

Flock shall further indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to termination for material breach by Customer in accordance with Section 7.2 of this Agreement. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may

remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** Customer shall have authority to make changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Installation, maintenance, relocation and removal of Flock Hardware shall be subject to the issuance of required encroachment and building permits. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or

liability to fulfill Flock's obligations under this Agreement, and Flock shall be responsible for the acts and omissions of such subcontractors and will indemnify the Customer for any damages liabilities resulting from the acts and omissions of the subcontractors.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California. The Parties hereto agree that venue would be proper in the courts of competent

jurisdiction in the County of San Mateo, California. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, only upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon written consent from Customer, Flock may reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

**11.A. - Page 58 of 60**

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS: Redwood City Police Department

ADDRESS: 1301 Middlefield Road, Redwood City, CA 94063

ATTN: Lieutenant Junsun Lee

EMAIL: jlee@redwoodcity.org

EXHIBIT B  
INSURANCE

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage. The Commercial General Liability insurance policy shall be endorsed to name the Customer, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the Customer;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

**11.A. Page 60 of 60**

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Flock in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall provide that the Customer and its officers, officials, employees, and agents shall be additional insureds, and the policy shall be primary and non-contributory.



## STAFF REPORT

### To the Honorable Mayor and City Council From the City Manager

**DATE:** September 11, 2023

#### **SUBJECT**

Waive first reading and introduce an Ordinance revising the City's Municipal Code Chapter 8A (Bingo Games) to comply with state law and provide for local regulations on bingo games in Redwood City

#### **RECOMMENDATION**

Waive first reading and introduce an ordinance of the City of Redwood City amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code regarding Bingo Permits.

#### **STRATEGIC PLAN GUIDING PRINCIPLE**

Public Safety

#### **BACKGROUND**

The City of Redwood City allows operation of bingo games in Redwood City for charitable purposes as described in Municipal Code Chapter 8A. This chapter of the Municipal Code has not been updated since 1985 (Ord. No. 1912, § 1, 6-2-85) with the exception of permit fees, which were updated in 2017 (Ord. No. 2436, § 5, 5-22-17). The City is not aware of any organizations currently offering bingo games in Redwood City.

In 2022 the American Legion Post 105 ("Post") requested that the City modify the Municipal Code in order to allow a non-profit organization, Vanguard Music and Performing Arts ("Vanguard"), to conduct charitable bingo games at the Post's location at 651 El Camino Real in Redwood City. These games would be open to the public. The Post represented that leasing Post property to Vanguard would increase revenue for services the Post provides to veterans in Redwood City. Additionally, Vanguard indicated that proceeds from bingo games could be used to benefit Redwood City children and youth in addition to

supporting the Santa Clara Vanguard Drum and Bugle Corps. Vanguard has since further represented that they intend to provide a music program for children in Redwood City with the Bingo proceeds.

### ANALYSIS

Staff conducted research on bingo operations in nine other Bay Area jurisdictions including: Livermore; Milpitas; Oakland; San Francisco; San Leandro; San Mateo; Santa Clara; Union City; and San Mateo County. We compared code provisions and experience in each community with bingo operations. Additionally, staff reviewed current State law to see where updates to the City's ordinance may be needed.

The proposed amendment to the City's municipal code reflects current State law and updates local regulations on bingo games in Redwood City. Below are the most notable revisions:

- Clarified the language in the current code son which nonprofit organizations are eligible for bingo permits (tax exempt organizations, mobile home park associations and senior citizen organizations);
- Added reporting requirements for permittees seeking annual permit renewals;
- Added an appeal process;
- Added requirement for documentation for permit eligibility;
- Added requirement for handling proceeds to match State requirements;
- Added the ability to collect fees for enforcement and public safety costs incurred by the City;
- Increased frequency of bingo games (maximum of 4 sessions during any 7-day period) ;
- Added definition of minors (anyone under 18 years of age);
- Added a prohibition on alcohol sales and use, use of cannabis or other illicit substances, as well as intoxication during bingo games; and
- Increased the prize limit (a total value of \$500 per bingo game or the total value of prizes authorized under California Penal Code Section 326.5 as may be amended from time to time).
- Aligned the operation regulations with state law, including allowing the hiring of security for a bingo game.

Permit applicants must submit an application with the required certifications of eligibility and payment of the permit fee for review and approval by the Chief of Police or her designee. Permits are good for one year. Those seeking a renewal of an active permit must also submit an annual report providing information on money received, prizes paid, operation costs and a detailed itemization of how and to what extent the bingo games have benefitted the Redwood City community during the prior year. If a permit is denied, an appeals process is available.

### EQUITY IMPACT STATEMENT

To date, the City has only had one inquiry from a non-profit organization to operate bingo games in Redwood City – the American Legion Post at 651 El Camino Real. This location is not in an equity priority community. Census tract 6102.02 is ranked 12 of 17 Redwood City tracts on the Healthy Places Index map.

Potential community impacts of this activity (such as traffic circulation or security concerns) would be addressed through the permitting process. Staff is not aware of disproportionate impacts associated with this activity for any specific community or demographic group. The proposed ordinance requires an annual report, which is to document how bingo proceeds benefit the Redwood City community.

**FISCAL IMPACT**

An application processing fee will be charged for each annual permit requested. The State limits the annual permit fee to \$50, but allows for a cost recovery fee for any law enforcement or public safety costs incurred by the City that are directly related to bingo games. The application processing fee and a cost recovery fee for any law enforcement or public safety costs will be included in proposed user fee modifications that will be presented to Council for approval in October 2023.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

1. Do not approve the proposed Ordinance
2. Direct staff to modify the proposed Ordinance for future City Council consideration

**ATTACHMENTS**

Attachment A – Proposed Ordinance Amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code

Attachment B – October 05, 2021 Letter from American Legion

Attachment C – September 29, 2022 Letter from Vanguard Music and Performing Arts

**REPORT PREPARED BY:**

Melissa Stevenson Diaz, City Manager  
mdiaz@redwoodcity.org  
(650) 780-7301

**APPROVED BY:**

Melissa Stevenson Diaz, City Manager

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING CHAPTER 8A (BINGO GAMES) OF THE REDWOOD CITY MUNICIPAL CODE**

**WHEREAS**, California Penal Code Section 326.5 regulates the conduct of bingo games and grants local authority to cities to authorize, regulate and license bingo games for charitable purposes; and

**WHEREAS**, the City of Redwood City ("City") has established an ordinance authorizing, licensing, and regulating bingo games for charitable purposes, codified in Redwood City Municipal Code Chapter 8A (the "Bingo Ordinance"); and

**WHEREAS**, the City now desires to amend the Bingo Ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY HEREBY ORDAINS AS FOLLOWS:**

**Section 1.** The recitals set forth above are true and correct and are hereby incorporated herein by this reference as if fully set forth in their entirety.

**Section 2.** The City Council of the City of Redwood City amends the Bingo Ordinance as provided in Exhibit "A", by adding the text shown in double underline (example) and deleting the text shown in strikeout (~~example~~), as shown below. Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

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

**Section 4.** This ordinance has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). The ordinance is not a project under CEQA Guidelines Section 15378 because it involves organizational or administrative activities that will not result in direct or indirect physical changes in the environment.

**Section 5.** The City Clerk is hereby directed to publish this ordinance in the manner provided by law.

**Section 6.** This ordinance shall be effective thirty (30) days from the date of its adoption.

\* \* \*

EXHIBIT A

CHAPTER 8A  
BINGO GAMES

**Sec. 8A.1. PURPOSE AND INTENT:**

It is the purpose and intent of the Council in adopting this Chapter, pursuant to section 19 of article IV of the State Constitution, to enable nonprofit organizations ~~organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, and to enable senior citizen organizations~~ (as defined in Section 8A.2 below) to conduct bingo games.

**Sec. 8A.2. DEFINITIONS:**

For purposes of this Chapter, the following words shall have the meanings respectively ascribed to them in this Section:

**BINGO GAME:** Shall mean a game of chance in which a prize or prizes are awarded on the basis of a designated alignment of numbers or symbols on a card which conforms to numbers or symbols selected at random.

**BINGO SESSION:** Shall mean a single gathering or occasion at which a series of successive bingo games are played; provided that the duration of a session shall not exceed six (6) consecutive hours.

**MINOR:** Shall mean any individual under the age of eighteen (18) years old.

**NONPROFIT ORGANIZATION:** Shall mean those organizations exempted from payment of the bank and corporation tax by sections 23701(a), 23701(b), 23701(e), 23701(f) and 23701(l) of the California Revenue and Taxation Code, mobile home park associations, and senior citizen organizations.

**PREMISES:** Shall mean any room, hall, street address, enclosure, or area in which bingo is played.

**SENIOR CITIZEN ORGANIZATION:** Shall mean only those organizations which contain a minimum of twenty (20) members, each of which members must be at least fifty (50) years of age, and the purpose of which organization is to provide educational and recreational activities for its members.

**Sec. 8A.3. PERMIT REQUIRED:**

A. Permit Issuance.

Only a nonprofit organization as defined in Section 8A.2 ~~or a mobile home park association or senior citizen organization~~ may obtain a permit to operate or conduct a bingo game, and no such organization shall operate or conduct a bingo game without first obtaining a permit therefor as herein provided. An application for a bingo game permit shall be made to the Chief of Police or their designee on a form provided, or in the manner prescribed, by the Chief of Police. The application shall contain the following information:

- A1. The name and address of the applicant organization;
- B2. The name and address of the person(s) authorized or required by the applicant organization to sign contracts, legal documents, or otherwise to bind or commit the organization, or act for or on behalf of the organization; and
- C3. A brief description of the nature or purpose of the applicant organization.

The application shall be signed by the person or persons designated in Subsection 8A.3(A)(2), B above.

Upon submission of the application ~~as in this Section~~ required under this Section, the certifications specified in Section 8A.4, and the payment of the fee specified in Section 8A.5, a permit shall be issued and effective for a period of one year from the date of issuance.

B. Permit Renewal.

A permit may be renewed, ~~or a new permit issued~~, upon compliance with the requirements of this Chapter pertaining to the issuance of an initial permit under Subsection 8A.3(A), and submittal of an annual report on a form provided, or in the manner prescribed, by the Chief of Police including the following information:

1. The total amount of money received from the operation of the bingo games in the previous permit year;
2. The total amount paid out in bingo game prizes in the previous permit year;
3. Detailed costs for the operation of the bingo game for the previous permit year; and
4. A detailed itemization of how and to what extent the bingo games and corresponding revenue generated by such bingo games benefit the Redwood City community.

Upon submission of the application and the annual report required under this Section, the certifications specified in Section 8A.4, and the payment of the fee specified in Section 8A.5, a permit shall be renewed or re-issued and effective for a period of one year from the date of renewal or re-issuance.

C. Appeal.

Any interested person may appeal the determination of the Chief of Police or their designee to the City Manager by filing a written appeal within fifteen (15) days of the date of the notice of decision on the permit issuance or renewal application, which appeal shall be filed, processed, and heard by the City Manager or their designee in accordance with the provisions on appeal in Chapter 1 of this Code.

**Sec. 8A.4. EVIDENCE OF TAX EXEMPTION NONPROFIT ORGANIZATION'S STATUS TO ACCOMPANY PERMIT APPLICATION:**

A. Evidence of Tax Exemption Status.

Any organization, other than a mobile home park association or a senior citizen organization, applying for a bingo permit shall submit with its application therefor, a certificate from the franchise tax board of tax exempt status under California Revenue and Taxation Code section 23701 (d), and a certification from the U.S. Department of Internal Revenue that a contribution or gift to the applicant would be a charitable contribution under section 170(c)(2) of the U.S. Internal Revenue Code of 1954 as amended.

B. Evidence of Organizational Purpose.

Any mobile home park association or senior citizen organization applying for a bingo permit shall submit with its application therefor, a copy of their charter, constitution, articles of incorporation or bylaws in order to verify the organization's purpose.

**Sec. 8A.5. PERMIT AND ENFORCEMENT FEES:**

The permit fee for each permit issued, renewed, or reissued pursuant to the provisions of this Chapter and any fee for law enforcement and public safety costs incurred by the City that are directly related to bingo activities shall be in an amount set by resolution of the City Council.

**Sec. 8A.6. RECORDS REQUIRED:**

Every organization permitted to operate or conduct a bingo game under this Chapter shall keep separate and accurate books and records of all income and expenses related to the conduct of such game. Said books and records shall be open for inspection by the Chief of Police, ~~or his~~ their designee, at all times during ordinary hours of business, and shall not in any manner be concealed from said authorities.

**Sec. 8A.7. PROFITS AND PROCEEDS:**

- A. With respect to those nonprofit organizations permitted to conduct bingo games that are exempt from payment of the bank and corporation tax under Section 23701(d) of the Revenue and Taxation Code, all profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Those profits shall be used only for charitable purposes.
- B. With respect to other nonprofit organizations permitted to conduct bingo games pursuant to this Chapter, all proceeds derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Proceeds are the receipts of bingo games conducted by organizations, and may be used only for charitable purposes, except as is provided in California Penal Code Section 326.5, as may be amended from time to time. No individual, corporation, partnership, or other legal entity, except the organization permitted to conduct a bingo game, shall hold a financial interest in the conduct of said bingo game.

**Sec. 8A.8. LOCATION:**

An organization permitted to conduct a bingo game shall only do so on property owned or leased by it, and which property is used by such organization for an office or for activities within the purposes for which the organization is organized. Such property owned or leased by such organization is not required to be used or leased exclusively by such organization.

**Sec. 8A.9. FREQUENCY AND HOURS OF OPERATION:**

- A. An organization permitted to operate or conduct a bingo game pursuant to this Chapter shall not conduct or operate any such game or games between the hours of one minute after twelve o'clock (12:01) midnight and eleven o'clock (11:00) A.M.
- B. No more than ~~three~~ four (4) bingo sessions during any seven (7) day period shall be held at the same premises, nor shall a bingo session exceed six (6) consecutive hours.
- C. No organization granted a permit pursuant to this ~~Section~~ Chapter shall operate or conduct a bingo session more than ~~four~~ two (2) times during any seven (7) day period.

**Sec. 8A.10. PARTICIPATION; MINORS:**

Participation in all bingo games shall be open to the general public, and may not be limited to members of the organization permitted to conduct such games. No minors shall be allowed to participate in any bingo game. No person shall be allowed to participate in a bingo game, unless the person is physically present at the time and place in which said bingo game is being conducted.

**Sec. 8A.11. NO ALCOHOL OR INTOXICATED PERSONS ON PREMISES:**

No alcoholic beverages shall be served or stored on the premises during the hours of operation of a bingo game. There shall be no consumption or possession of alcohol, cannabis, or illicit substances on the premises, including the parking lots. Any person under the influence of alcohol, cannabis, or illicit substance shall not be permitted on the premises, including the parking lots.

**Sec. 8A.12. PRIZES:**

The total value of prizes, including cash, awarded during the conduct of ~~any one~~ each separate bingo game which is held shall not exceed the greater of two five hundred fifty dollars (\$2500.00) or the total value of prizes authorized under California Penal Code Section 326.5 as may be amended from time to time.

**Sec. 8A.13. OPERATION:**

A bingo game shall be operated and staffed only by members of the nonprofit organization permitted to conduct such game. Those ~~Such~~ members shall not receive a profit, wage, ~~commission,~~ or salary or

~~compensation of any kind in consideration for conducting or helping to conduct from~~ any bingo game. Only the organization authorized to conduct a bingo game shall operate such game, or participate in the promotion, supervision or any other phase of such game. This Section does not preclude the employment of security personnel who are not members of the nonprofit organization permitted to conduct the bingo game. No individual, corporation, partnership, or other legal entity, except the organization permitted to conduct a bingo game, shall hold a financial interest in the conduct of said bingo game.

**Sec. 8A.143. PENALTIES:**

- A. It shall be unlawful for any person to receive a profit, wage, commission, salary or other compensation from any bingo game herein authorized. A violation of this Section 8A.143(A) shall constitute a misdemeanor, which, upon conviction thereof, shall be punishable by a fine not to exceed ten thousand dollars (\$10,000.00) which fine shall be deposited in the general fund of the City.
- B. Notwithstanding the provisions of Section 8A.143(A), it shall be unlawful, and an infraction under this Section 8A.143B, for any person to violate or cause the violation of any of the provisions of this Chapter not specified in Section 8A.143(A). A person violating or causing the violation of any such provision not specified in Section 8A.143(A) shall be guilty of an infraction, and upon conviction thereof, shall be punishable by the fines prescribed in Section 1.7B of this Code.

**Sec. 8A.154. PREVAILING PROVISIONS:**

The provisions of this Chapter shall supersede the provisions of Section 21.2 of this Code to the extent that Section 21.2 conflicts with, or is inconsistent with, the provisions of this Chapter.

FAX (650) 249-0297

**RICHARD L. PIERCE**  
**ATTORNEY AT LAW**  
**600 ALLERTON ST., STE. 200**  
**REDWOOD CITY, CA 94063**  
**PHONE (650) 780-7928**

rlpiercelaw@gmail.com

October 5, 2021

Honorable Diane Howard, Mayor  
City of Redwood City  
1017 Middlefield Road  
Redwood City, CA 94063

**Re: Proposed Amendment to Redwood City Municipal Code Pertaining to Bingo Games**

Dear Mayor Howard,

I am writing to request the opportunity to meet with you on behalf of my client American Legion Post 105 to discuss a possible path for a bingo game to again take place at the Post Hall. Under the current Municipal Code, a bingo license cannot be issued.

Under the current code, the Post 105 Foundation is eligible to operate such a game, as it is an IRS 501(c)3 tax exempt charitable organization. (The Post itself is an IRS C-19 tax exempt veterans' organization and lacks IRS 501(c)3 status required to get a bingo license. For that reason, the Post Charitable Foundation was established in 1977.) The Post Foundation ran a very successful bingo game for 6+ years but stopped doing so in the fall of 2017; the organization that replaced it did not comply with the applicable RWC Code provisions and that license was revoked by the RWCPD in May 2018. There has not been a bingo game at the Post since that time.

The Post Foundation would now like to re-start a bingo game but cannot do so as it did before; of the three Post 105 Foundation members most responsible for successfully operating that game, two have died and the third, former Post Commander Romie Bassetto, is fighting cancer. Fortunately, the Post has found another qualified 501(c)3 organization that now seeks to operate a bingo game at the Post, the Vanguard Drum and Bugle Corps, Inc. ("Vanguard"), of Santa Clara. Vanguard has successfully operated a bingo game in Santa Clara for over 50 years and would lease the Post Hall at least two days per week to operate a bingo game. Unfortunately, it cannot do so under the current RWC Code because to get a license Vanguard must use volunteers who are members/affiliated with it and receive no compensation of any type. Vanguard does pay the folks who operate their bingo games and not all of them are members of or affiliated with Vanguard, Inc.)

I respectfully submit there is a solution that can address the above-described licensing problem. Attached is a draft amendment for consideration of the RWC City Council which seeks to change the current Municipal Code ("Code") Section 8A, which pertains to bingo games. The proposed amendment would grant to the Chief of Police, the person responsible for the issuance of bingo licenses, the authority to change, alter or waive certain portions of the Code regarding

**11.B. - Page 11 of 13**

Honorable Diane Howard, Mayor  
City of Redwood City  
October 5, 2021  
Page 2

the issuance of a license to operate a bingo game. After that, the City Attorney would also need to approve.

The City of Santa Clara Bingo regulations contain the same "100% requirements" as does RWC whereby all of the bingo revenue must go to charitable purposes only and the members of the licensed organization must operate the games cannot who receive a wage or salary. To satisfy the "no paid employees" requirement, and with the approval of the Santa Clara Police, Vanguard uses money produced by other non-bingo related donations to pay those employees. The result is 100% of the bingo proceeds goes towards charitable purposes. Vanguard would do the same for a bingo game it operates at Post 105, with the added benefit that 100% of all of the rental proceeds would also be used solely for charitable purposes.

In this rather unique circumstance involving three long running and reputable tax-exempt organizations seeking to raise funds for charity, a waiver of the above provisions in the current RWC Code would allow a Vanguard operated bingo game to go forward at Post 105. The proposed amendment gives the Chief of Police authority to perform any background check(s) or any other type of investigation of the entity and/or its personnel to ensure the other requirements, purpose and intent of the RWC Code Section will be carried out. The safeguards contained in the proposed amendment are comprehensive, appropriate and in the best interests of the citizens of RWC.

I can say from personal experience that a bingo game coming back to Post 105 would be met with genuine enthusiasm- I used to help out when Romie Bassetto, Jim Peters and Vince Truscelli operated the game, and at least two times a month since that game closed, I run into one or more of the bingo game enthusiasts and they always ask "when are you guys going to start up again? I am hopeful that at some point in the near future I can tell them the time is drawing near.

I am available to meet with you to discuss this matter at any time that is convenient for you. If you have any questions about the above, please feel free to call me at (650) 464-5279.

Sincerely,



Richard L. Pierce

RLP/jkp  
Enclosure

**From:** [Timothy Andriese](#)  
**To:** [GRP-City Council](#)  
**Subject:** Vanguard Music and Performing Arts Fundraising Approval  
**Date:** Sunday, October 2, 2022 7:41:45 PM  
**Attachments:** [Vanguard Music Bingo Approval Letter.doc](#)

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Some people who received this message don't often get email from innocentcritters@yahoo.com.

[Learn why this is important](#)

September 29, 2022

City Council Members  
Redwood City  
1017 Middlefield Road  
Redwood City, CA 94063

**TOPIC: Approval for Vanguard Music and Performing Arts Non-profit Bingo**

To the members of the City Council of Redwood City:

Hello to all members of the City Council, and all city service staff members. I hope this letter finds you all doing well, family healthy and happy.

My name is **Timothy Andriese**, and I am writing to you on behalf of Vanguard Music and Performing Arts (VMAPA), located in Santa Clara, CA. As a former member of this youth organization, father of a former member, and current volunteer, **I am asking you to facilitate the approval of the proposed non-profit, fundraising operation (bingo) that is ready for launch.** My understanding is that the majority of the preparatory work has been done, and simply needs your final review and approval. This proposed operation is a much-needed addition to the organization as a whole, an additional source of revenue that goes to supporting the youth activities that it offers.

As you might already know, The Santa Clara Vanguard is a world-renowned performing group that was established in 1967. Over the last 55 years, it has seen thousand upon thousand of young members come, grow up, and move on to successful careers within our community. VMAPA's success, in my opinion, is that it instills and reinforces (among other things) a rock-solid work ethic in its members, a fundamental trait that lends to the success in later life of the members. (Other virtuous traits are of course stressed as well, such as integrity, honor, accountability, courage, trust, transparency, etc., knowing that the youth will benefit immeasurably from these things during their lives.) There are countless success stories of members that have gone on to achieve success in so many different careers, including business, medicine, finance, human resources, high tech, the arts, entertainment, and (more notably) education. Many, many former member are found right here in the Bay Area, serving their communities as music educators, teaching our kids, paying it forward. These things said, VMAPA also has community outreach programs planned, programs that will be able to bring music to the underprivileged. It is my hope that you, as members of the City Council, will be soon able to attend to the approval of our proposed bingo operation within the town limits of Redwood City. I respectfully and optimistically urge you to show your support by approving this request at your next city council meeting on Oct. 24<sup>th</sup>. This action on your part will go such a very long way to help our efforts in the near and distant future.

Please feel free to reach out to me if you have any questions about VMAPA, its

history, member activities, etc. My cell number is 408-313-1611. My thanks to you all!!!

Very respectfully,

Timothy Andriese

Timothy Andriese, MS

1953 Minna Way

San Jose, CA 95124

**From:** Martha cullimore <[martha.cullimore@gmail.com](mailto:martha.cullimore@gmail.com)>

**Sent:** Monday, September 11, 2023 2:07 PM

**To:** Forward of Internet E-Mail <[CITY@redwoodcity.org](mailto:CITY@redwoodcity.org)>

**Subject:** License Plate Readers

I encourage all Council members to approve the purchase of the Flock, license plate camera readers. This is particularly of importance to those of us who live in Redwood Shores, as we only have two ways in and out, and a potential criminal may be apprehended by the use of cameras installed on one of those two roads.

It is equally as important in all of Redwood City to have cameras to read license plates, and to be in a position to share that information with neighboring cities to apprehend potential criminals.

Your vote of approval for the license plate readers will be a positive step forward for Redwood City.

***Martha Cullimore***

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[Martha.cullimore@gmail.com](mailto:Martha.cullimore@gmail.com)

***Sent from my iPhone***

# WELCOMING STAR AWARD

Presented by the Welcoming Redwood City Working Group



# ★ ★ ★ ★ Welcoming Star Award ★ ★ ★ ★



Recognizing programs that create a welcoming community for all

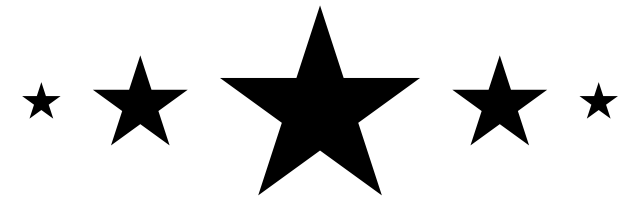
Announcing our 2022-2023 Individual Welcoming Star...



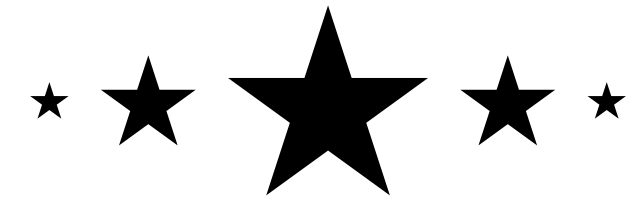
**Roberto 'Tito' Alvarez**



Announcing our 2022-2023 Organizational Welcoming Star...



# United through Education (Familias Unidas)





# THANK YOU!

And congratulations to our 2022-2023  
Welcoming Stars!





**Planning Commission Work Plan  
for Fiscal Years  
2023-2024 and 2024-2025**

**September  
11, 2023**



# Key Functions of the Planning Commission

*(by ordinance, Municipal Code Section 40.4)*



Make decisions on land use entitlements & environmental assessments

Make recommendations on Zoning & General Plan Amendments

Appoint members to the HRAC and AAC

Make recommendations on historic resources

# Planning Commission Mission Statement

*from the Planning Commission Bylaws (2005), Preamble*



1. To strive for the best interest of the City of Redwood City and to evaluate all proposals as to the **best interest of the entire community**.
2. To maintain **high moral and ethical standards** and to ensure that honesty, integrity, reliability and forthrightness will govern the Commission's contact with the public.
3. To permit **all segments of the community to express their views** and to respect such viewpoints from such segments.

# Council Strategic Priorities for FY 23-24



- **Equity (*Foundational Guiding Principle*)**  
Put equity first, urging a collective restart so that policies serve the entire community.
- **Housing**  
Meet our unique community housing needs for people at all income levels.
- **Transportation**  
Create and maintain a multimodal, safe and accessible transportation network.
- **Children & Youth**  
Create opportunities for children and youth to grow, learn and play in safe and healthy environments.

# Goals for the Workplan



## Ongoing

Collaboration w/other City Boards & Commissions

Professional training & development

## Project-Specific

Housing Element Implementation

Central Redwood City Plan

Downtown Gatekeeper Projects

Redwood Life Precise Plan

Historic Preservation Ordinance update

# Ongoing Goals



- **Collaboration with other City Boards & Commissions, including HRAC, AAC, and HHCC**  
Includes annual joint meetings scheduled throughout the year.
- **Ongoing professional training and development**  
For increased understanding of key land use topics and conducting effective public meetings. Training could include League of California Cities, 21 Elements, and local training efforts.

# Project-Specific Goals



- **Housing Element Implementation**  
e.g. parking standard study (by end 2024), draft objective design standards (by late 2023/early 2024), etc.
- **Downtown Precise Plan Gatekeeper Projects**  
901 El Camino Real, 651 El Camino Real, 601 Allerton, 1900 Broadway, 2300 Broadway, 750 Bradford
- **Central Redwood City Plan**  
(project scoping fall 2023/early 2024, ~3 year effort)
- **Redwood Life Precise Plan**  
(begin Sept. 2023, ~2 year effort)
- **Historic Preservation Ordinance Update**  
(begin 2024, ~1 year effort)

# Recommended Action



Approve motion adopting the proposed FY 2023-2024 and 2024-2025 Planning Commission Work Plan.



**Senior Affairs Commission  
Work Plan Update  
FY 2023-2024 & 2024-2025**

**September 11<sup>th</sup>, 2023**



# Senior Affairs Commission Members

- Chair Harold Draeger
- Vice Chair Dr. Tim Puri
- Commissioner Barbara Britschgi
- Commissioner Mike Lynch
- Commissioner Barbara Valley
- Commissioner Jacqueline Hartman
- Commissioner Alisa Tu

# Purpose of the Senior Affairs Commission

- To recommend to the Council or City Manager the establishment of programs, stimulating and encouraging the development and maintenance of senior programs and services in the City, and to review periodically such programs as are so established
- To review and make recommendations to the Council and City Manager regarding the funding of senior programs and services that operate within the City for the benefit of the City's senior population.
- To serve as a conduit between the Council, other boards and commissions, and the City's Senior population.

# Mission Statement:

The general objectives of the Senior Affairs Commission shall be to encourage, foster, facilitate, establish and maintain programs for the enhancement of all matters relating to the social, economic, and personal wellbeing of the City's senior population.

REDWOOD CITY • CALIFORNIA



# Senior Affairs Commission

## Previous Work Plan Highlights / Accomplishments

- 1 Housing for Redwood City Seniors
- 2 Transportation for Redwood City Seniors
- 3 Equity/Community for All Ages

INFORMATION GUIDE


### Senior - Homeless Need Help?

FIND AVAILABLE RESOURCES

Resource directories will inform you of what is available in Redwood City, San Mateo County, and the mid-Peninsula – these are available at Redwood City Libraries and Senior Centers.

Redwood City California Founded 1852

### AGE-FRIENDLY REDWOOD CITY




Three-Year Action Plan  
2019-2022



Redwood City California Founded 1852

Senior Affairs Commission  
Transportation Survey  
2023

 TAKE THE SURVEY ▶

Parks  
Make  
Life  
Better!

# Senior Affairs Commission

## FY 2023-2024 & 2024-2025 Work Plan Priority Projects

- 1 Housing: Increase Communication to Seniors about housing services in Redwood City
- 2 Transportation: Improve Senior Mobility Awareness through education of transportation programs
- 3 Equity/Community for all Ages: Support Inter-Generational Programs to improve the quality of life for Seniors.



The screenshot shows a document titled "Redwood City Senior Support List". It includes a list of resources for older adults in Redwood City and San Mateo County. The list is organized into sections: Emergency (911), City of Redwood City Services, and VMSC Partners. Each item includes a name and a phone number. At the bottom right, there is a QR code.

Redwood City Senior Support List	
This is a list of resources available for older adults in Redwood City and San Mateo County	
<u>Emergency</u>	911
<u>CITY OF REDWOOD CITY SERVICES</u>	
Redwood City Fire	650-780-7400
Redwood City Police	650-780-7100
City Hall	650-780-7000
Public Works	650-780-7464
Utilities	650-780-7210
Library	650-780-7018
Parks, Recreation & Community Services	650-780-7250
Veterans Memorial Senior Center	650-780-7270
Fair Oaks Community Center	650-780-7500
<u>VMSC PARTNERS</u>	
Ombudsman Services	650-780-5705
Adaptive Physical Education	650-368-7732
UC Master Gardner's	650-276-7430
Mid-Peninsula Village	650-260-4569
AARP TAX Hotline	650-817-8672
Peninsula Family Service	650-802-7950
Friends of the VMSC	650-780-7275
TIES Hot Line Aging & Adult Services	1-800-675-8437

# Veterans Memorial Building/Senior Center-YMCA project



# Recommendation:

- Request the City Council to provide feedback and continued support for the Senior Affairs Commission Work Plan.





# Q & A

PLEASE LET US KNOW YOUR THOUGHTS





# Vision Zero Program Progress Report Study Session

September 11,  
2023



# City Council Questions



- Does the City Council have questions about the factors associated with collisions in Redwood City?
- Does the City Council have input on proposed infrastructure projects to increase safety?
- Does the City Council have input on proposed education efforts to increase safety?
- Does the City Council have input on proposed enforcement efforts to increase safety?

# What is Vision Zero?



An international movement and a data-driven strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, and equitable mobility for all.

A philosophy that rejects the notion that traffic collisions are simply “accidents” but instead preventable incidents that can and must be systematically addressed.



# What about Redwood City?



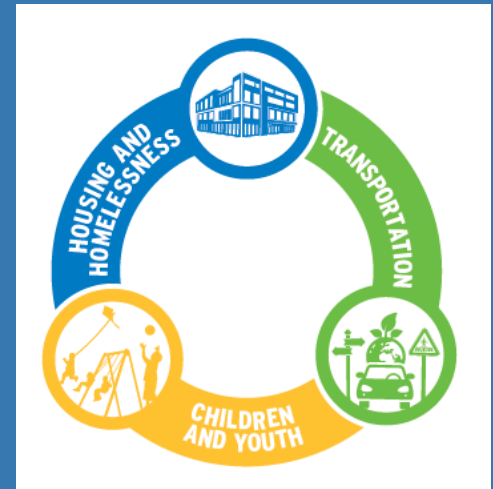
## City Council Strategic Priorities

**BICYCLE/PEDESTRIAN SAFETY AND VISION ZERO**  
Create an action plan to implement Vision Zero strategies

*Eliminate traffic fatalities and severe injuries for all modes  
by 2030.*



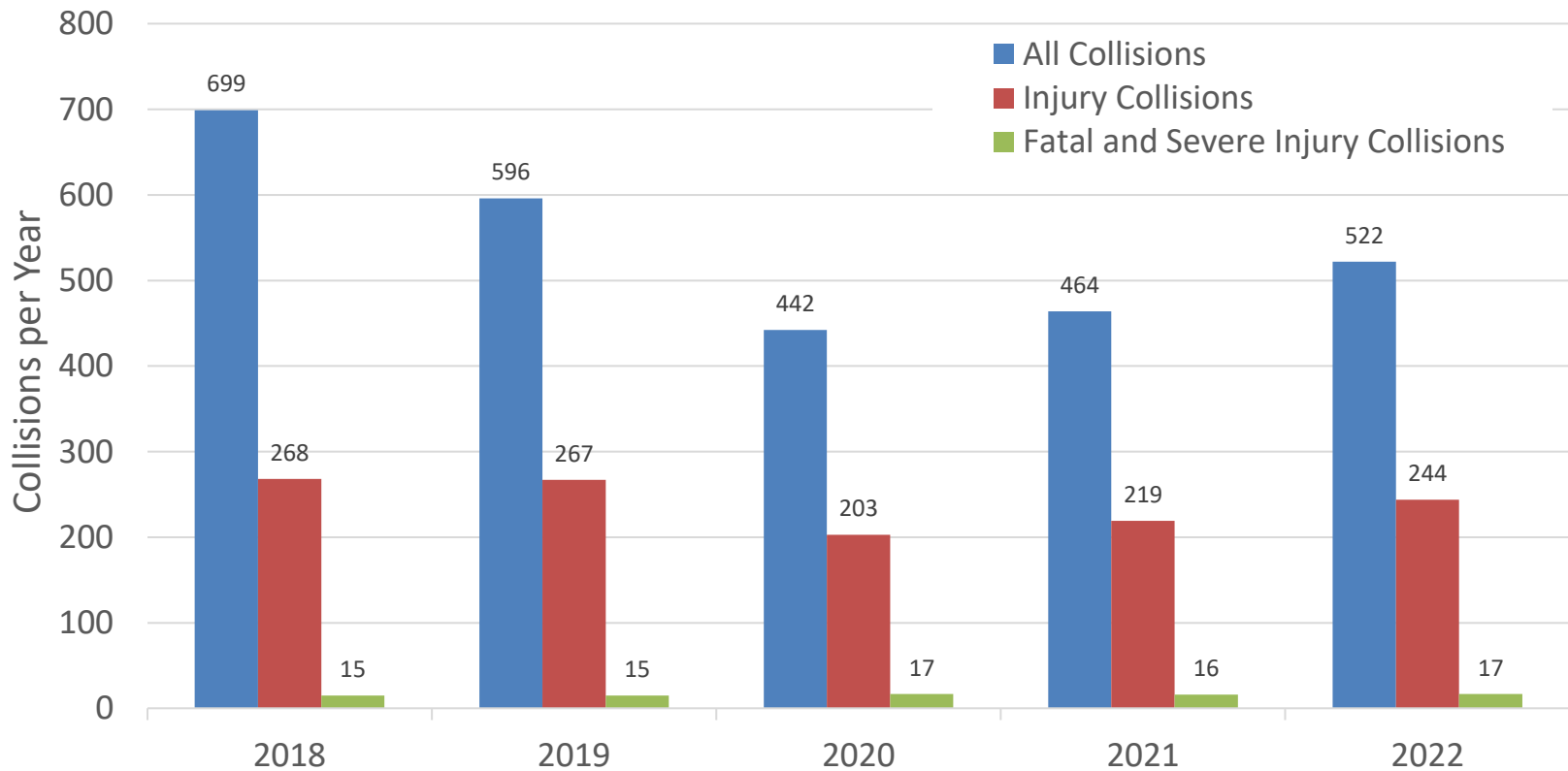
**RWC**walk**bike**thrive



# Collisions Trends in Redwood City



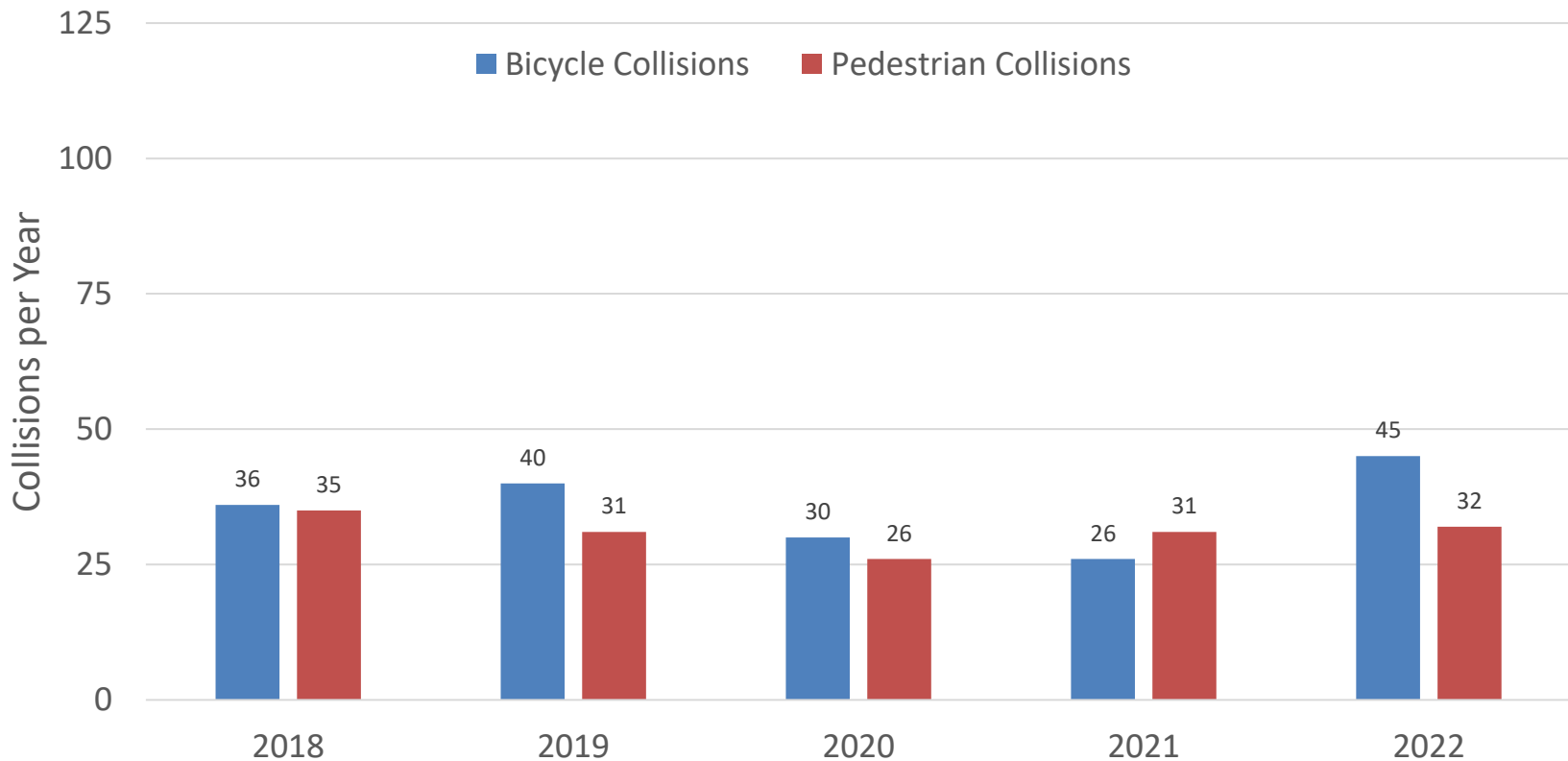
## Collision Trends in Redwood City, 2018-2022



# Collisions Trends in Redwood City



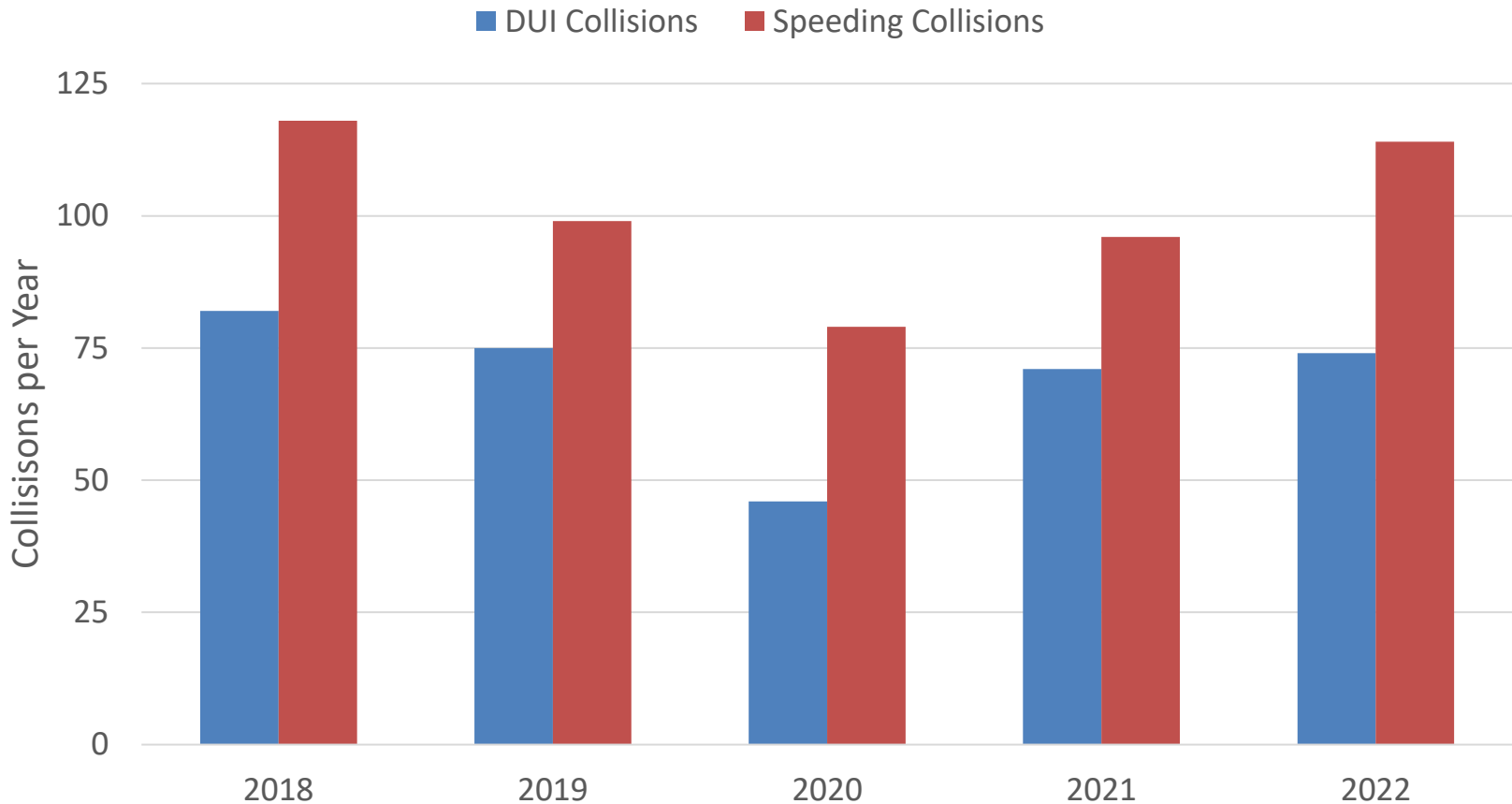
## Bicycle and Pedestrian Collision Trends in Redwood City, 2018-2022



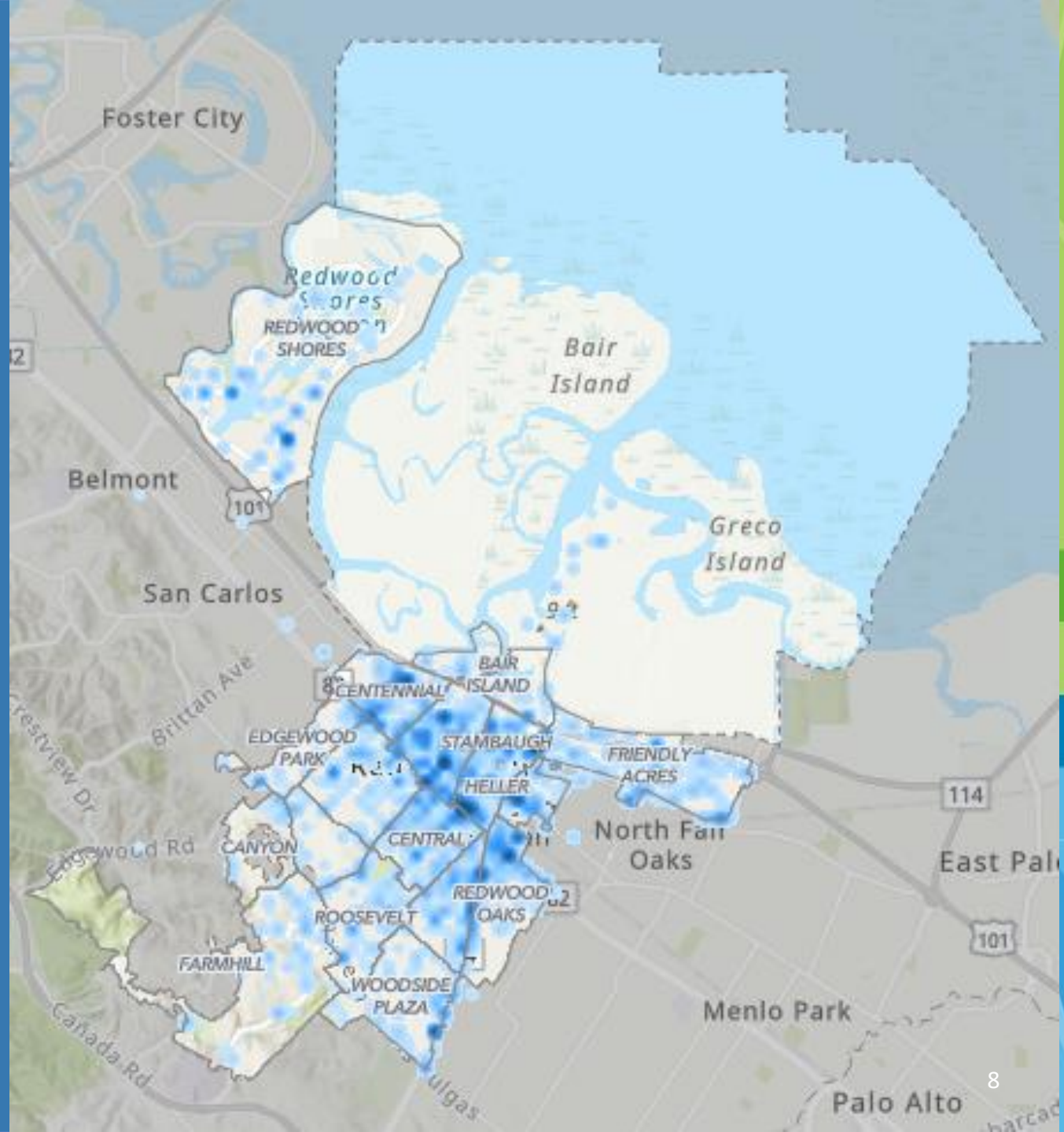
# Collisions Trends in Redwood City



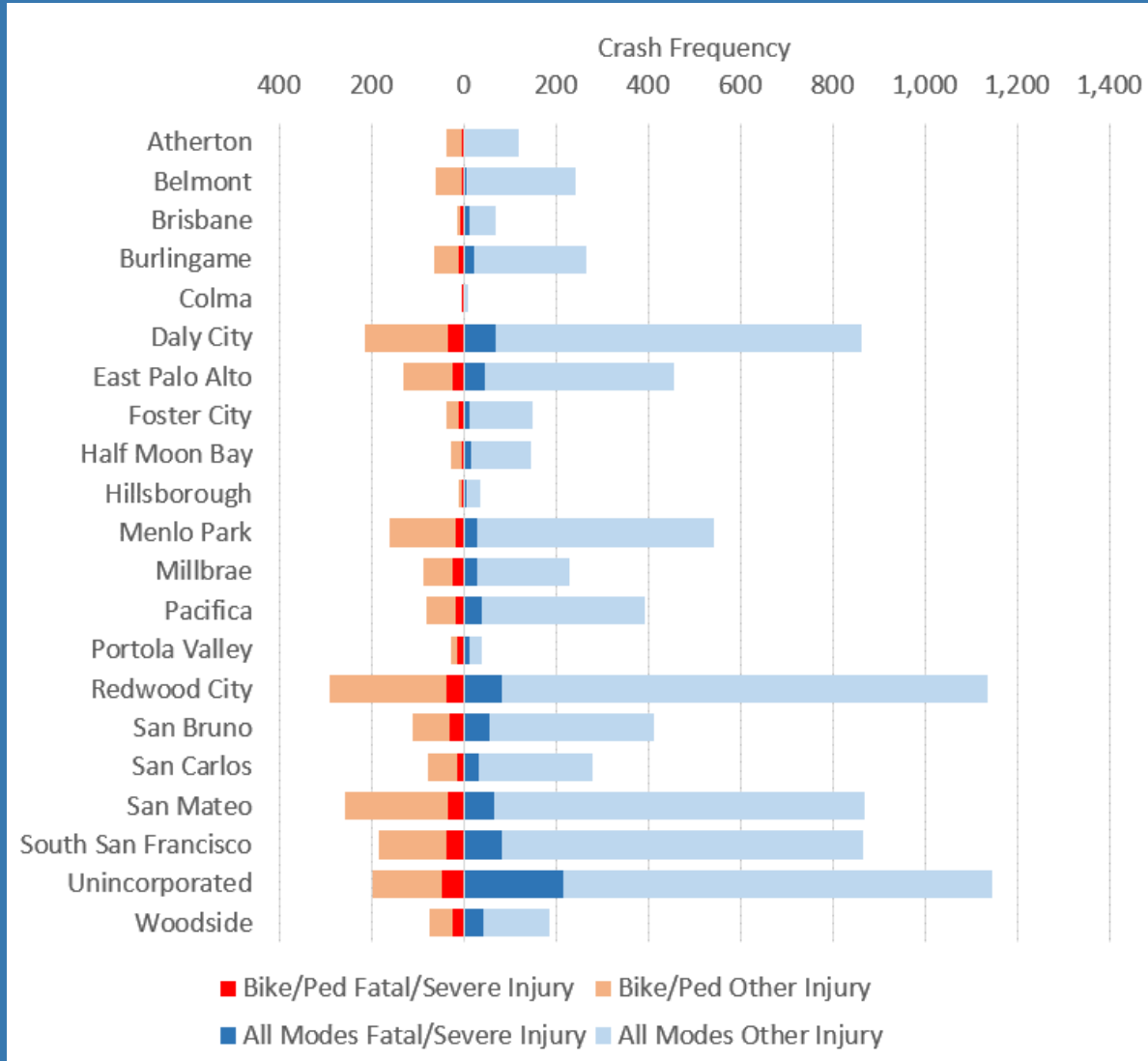
## Trends in Speeding and DUI Collisions



# Collisions in Redwood City



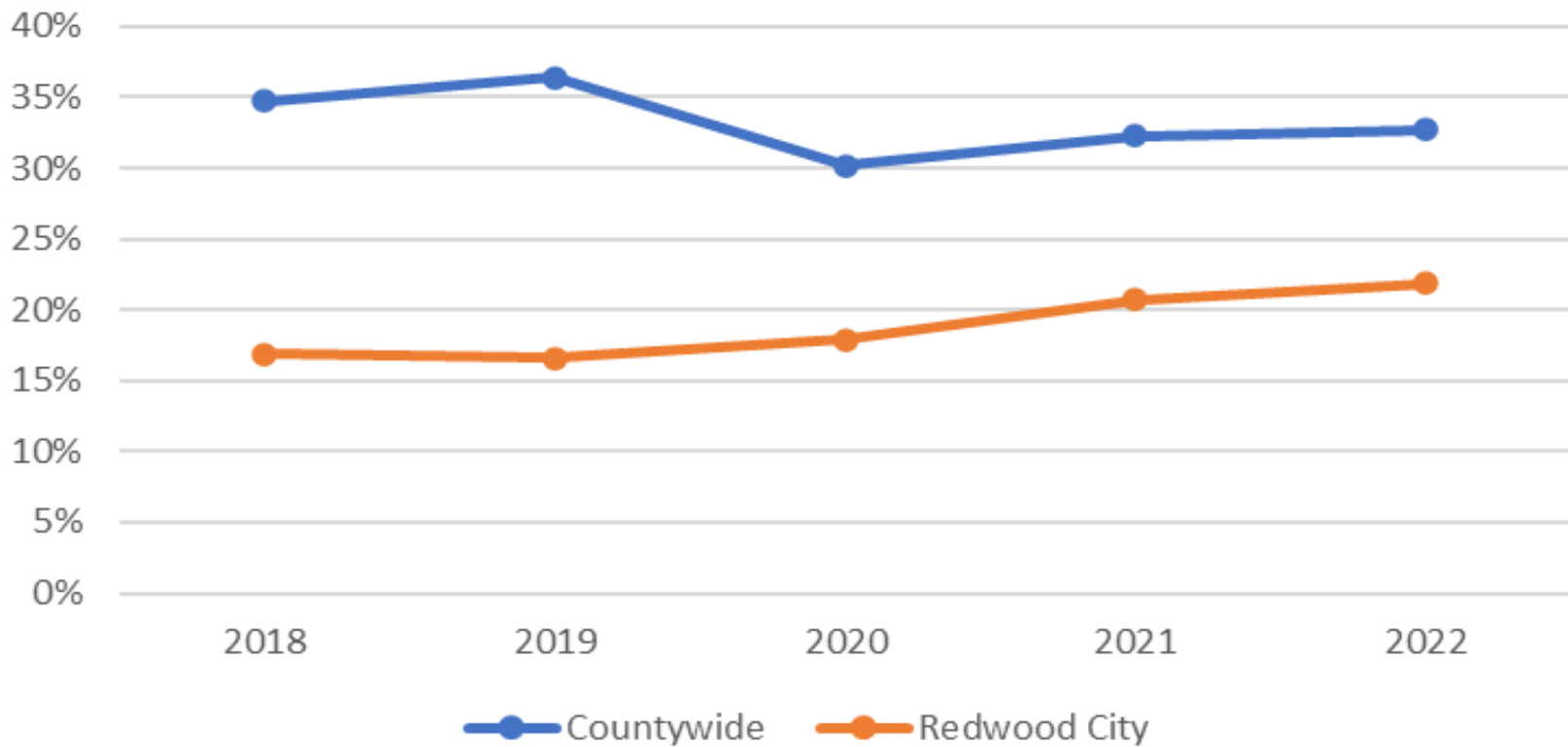
# Countywide Comparison (2018-2022)



# Countywide Comparisons



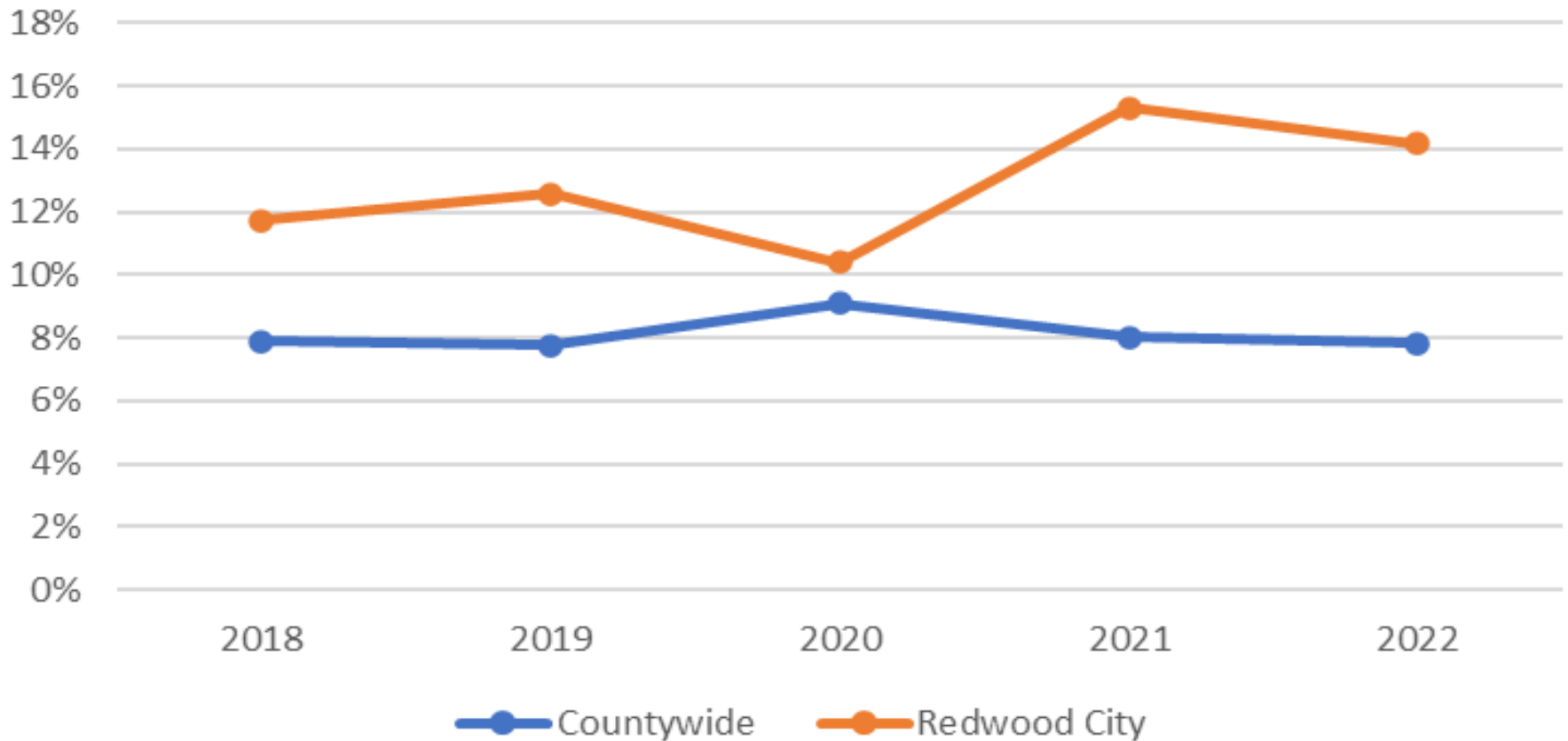
## Percentage of Speeding Related Collisions



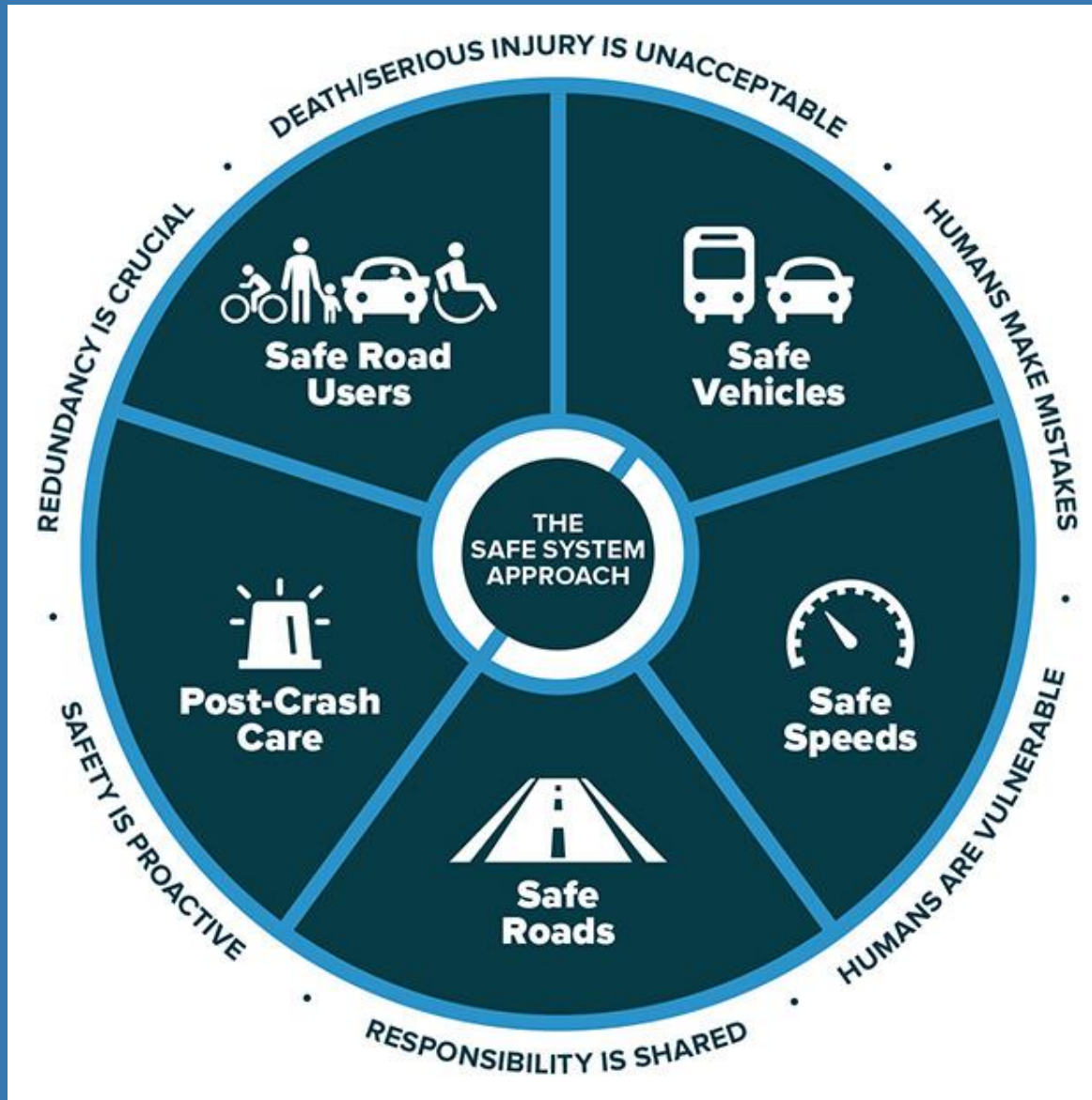
# Countywide Comparisons



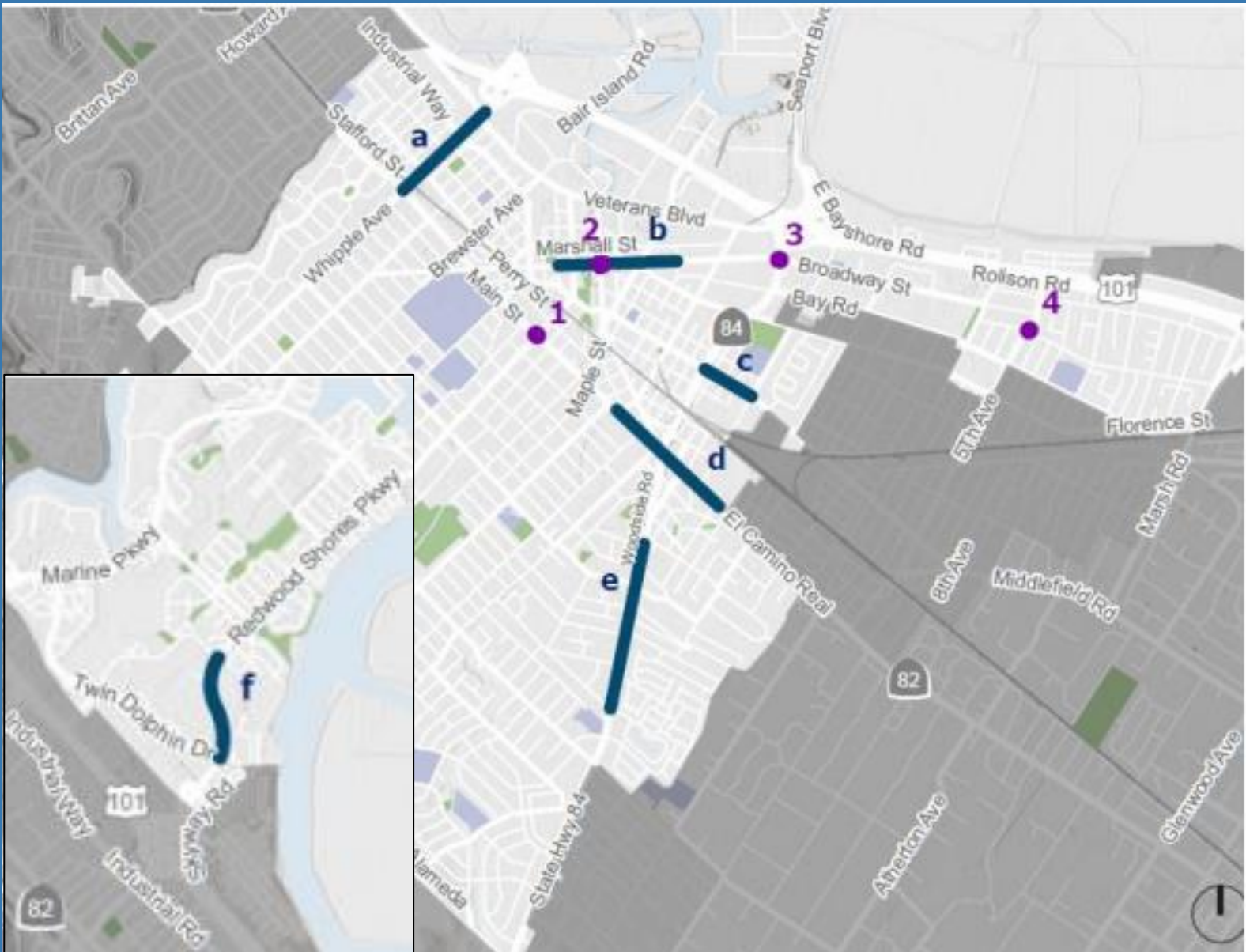
## Percentage of DUI Related Collisions



# Redwood City Vision Zero Action Plan



# Vision Zero Priority Locations



# Vision Zero Projects Timeline



2023

- El Camino Real (People's Budget)
- Broadway Complete Streets Plan
- Broadway/5<sup>th</sup> intersection modifications
- Whipple Avenue and El Camino Real high-visibility enforcement
- Yard signs
- School
- PTA Outreach

2024

- El Camino Real (Elco Yards)
- Woodside Pavement Project
- Education on roadway countermeasures
- Traffic Safety education campaign

2025

Broadway Complete Streets Design

2028

El Camino Real Safety Improvements (Caltrans Project)

2029

Broadway/Woodside Intersection (101/84 interchange)

FUTURE

Broadway/Main Middlefield, south of Woodside  
Redwood Shores Parkway

# El Camino Real Corridor

MTC PASS Project @ ECR & James



Measure A W Downtown Bicycle Access Project via Vera Bike Boulevard



Measure A W - ECR Corridor Safety Project (Brewster to Selby)



People's Budget ECR Bike Lanes (Wilson St. to Maple St.) - ECR BikePedProjects



Major Development Projects along ECR

-  Proposed
-  Approved
-  Under Construction
-  Completed

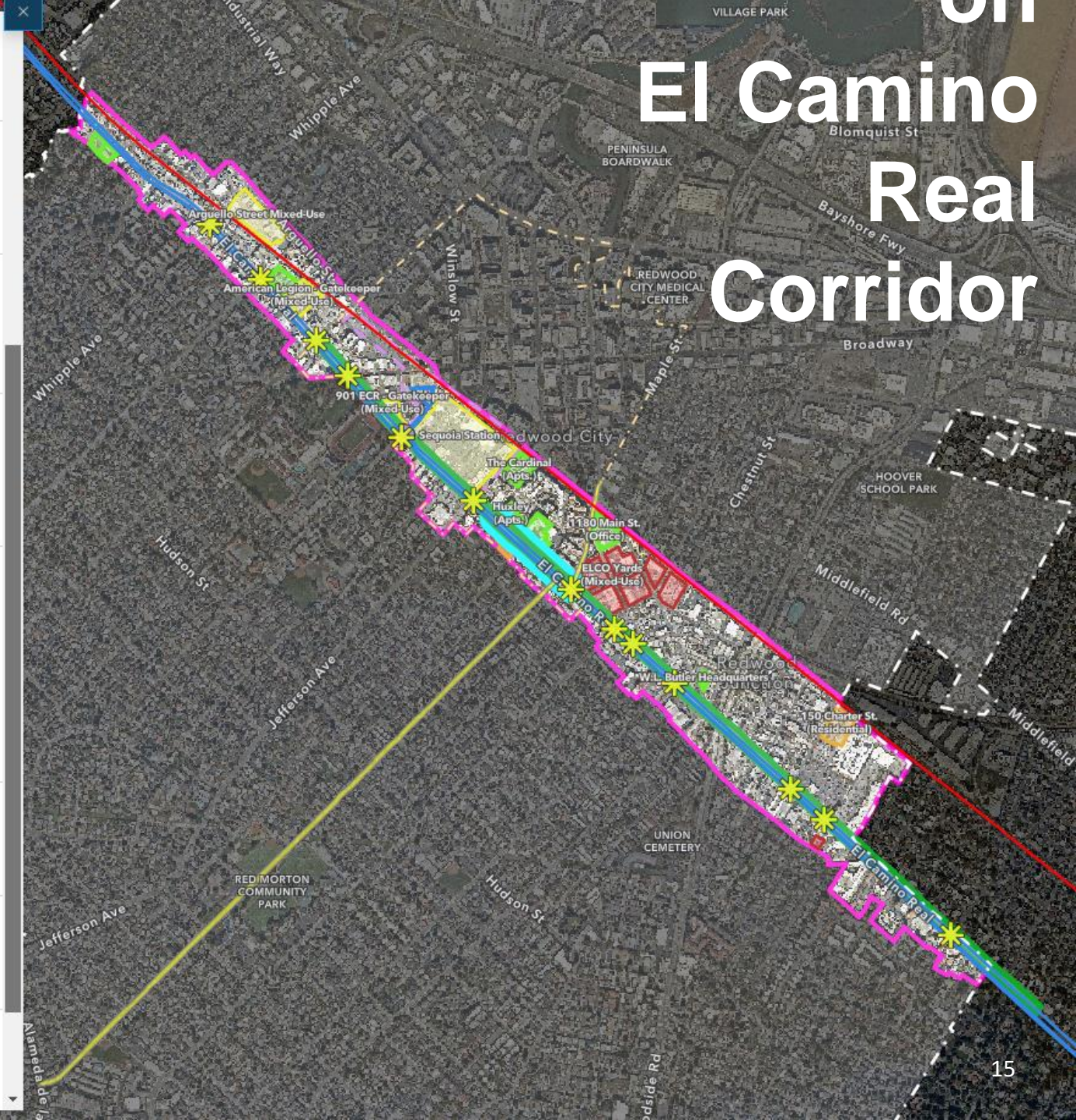
Transit District (Adopted November 2022)



Downtown Precise Plan (Original Boundary)



El Camino Real Corridor Plan Area (RWC)



# Quick-Build Projects



## Pros:

- Lower cost than permanent project
- Shorter construction time
- Ability to adjust design

## Cons:

- Improvements are limited to availability of quick-build materials in the market
- Potentially more maintenance
- Community concern about aesthetics

\* Time to deliver can be impacted by funding source and road owner



# Safe Routes to School



# Educational and Encouragement Activities



## Más Lento es Más Seguro



Los Conductores Seguros Hacen Mejores Vecinos

[www.RedwoodCity.org/VisionZero](http://www.RedwoodCity.org/VisionZero)



# Slow Down

Drive Like You Live Here



[www.RedwoodCity.org/VisionZero](http://www.RedwoodCity.org/VisionZero)

# Police Activities



- Saturation Traffic Enforcement Program (STEP) Grant
- High-Visibility Enforcement
- School Outreach and Education





# Recommendation

Receive an update on Vision Zero activities; no formal action is required.



# City Council Questions

- Does the City Council have questions about the factors associated with collisions in Redwood City?
- Does the City Council have input on proposed infrastructure projects to increase safety?
- Does the City Council have input on proposed education efforts to increase safety?
- Does the City Council have input on proposed enforcement efforts to increase safety?



# POCKET SLIDES

# Redwood City Vision Zero Action Plan



- Vision Zero Task Force
- Short-term/low-cost infrastructure projects
- Safe Routes to School
- Educational and encouragement activities
- Police activities

### HOW TO USE A TRAFFIC CIRCLE

**YIELD TO TRAFFIC IN CIRCLE** Watch for the "Yield to Traffic in Circle" sign, then reduce your speed on approach. Look to your left and yield to the vehicles or bikes that are already in the circle. Stop if there is a stop sign. When you see a gap in the traffic, you can safely enter the circle.

Watch for and stop for pedestrians.

If you are biking around the traffic circle follow the same rules as vehicles.

Pedestrians should never cross the central island.

# Collisions Trends in Redwood City

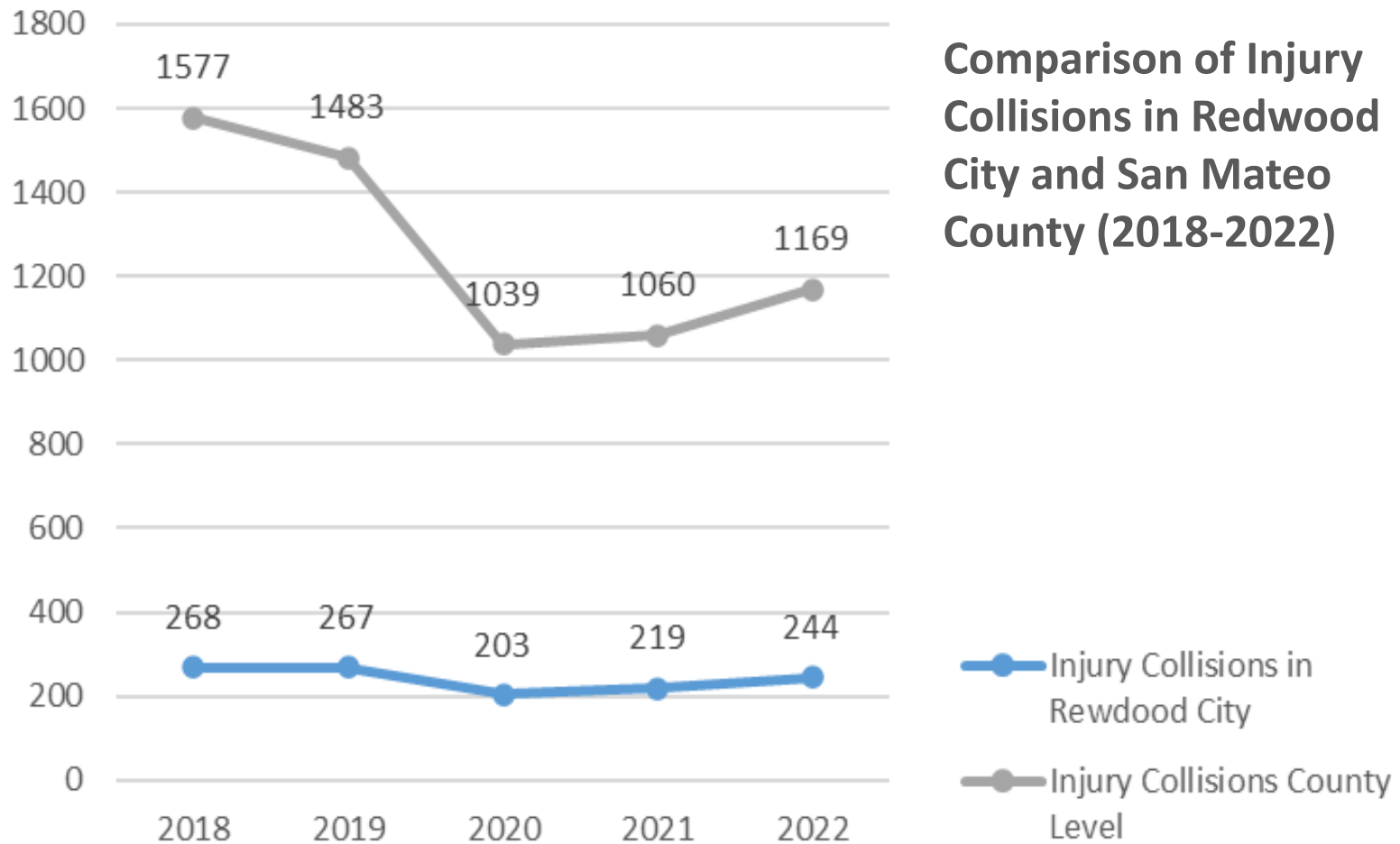


Year	Total Collisions	Injury Collisions	Fatal and Severe Injury Collisions	Bicycle Collisions	Pedestrian Collisions
2018	699	268	15	36	35
2019	596	267	15	40	31
2020	442	203	17	30	26
2021	464	219	16	26	31
2022	522	244	18	45	32
Total	2,723	1201	80	177	155

# Countywide Comparisons



## Comparison of Injury Collisions in Redwood City and San Mateo County (2018-2022)



# Short-Term Projects



## Examples:

- Leading Pedestrian Intervals (LPI)
- Changeable message signs
- Speed feedback signs
- Road restriping with pavement projects





**Proposed Fixed-Mount Automated  
License Plater Reader (ALPR)  
Program**

*(City Council will receive the policy  
and approve the  
purchasing contract)*

**Sept 11, 2023**

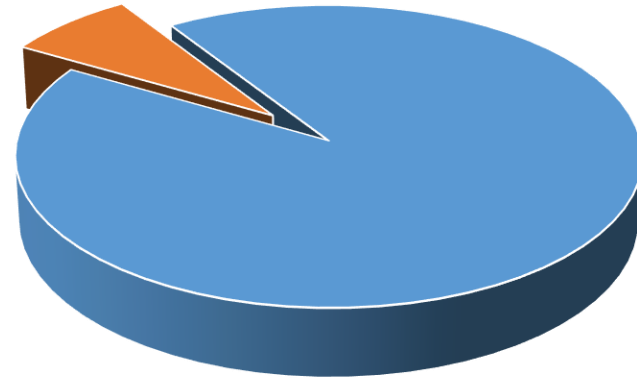


# Questions for Council Discussion

- Does the City Council have any questions on what information is collected by the Automated License Plate Reader (ALPR)?
- Does the City Council have any questions or feedback regarding the locations planned for the ALPR?
- Does the City Council have any questions or feedback on how the department will use the information collected by the ALPR?

# Why do we need it?

- Between 2020-2021
  - 426 violent crimes
    - 32% solved
  - 3,199 property crimes
    - Including 544 stolen vehicles
    - 5% solved



- Lack of evidence or investigative leads
- More than 53% of cases involve vehicles

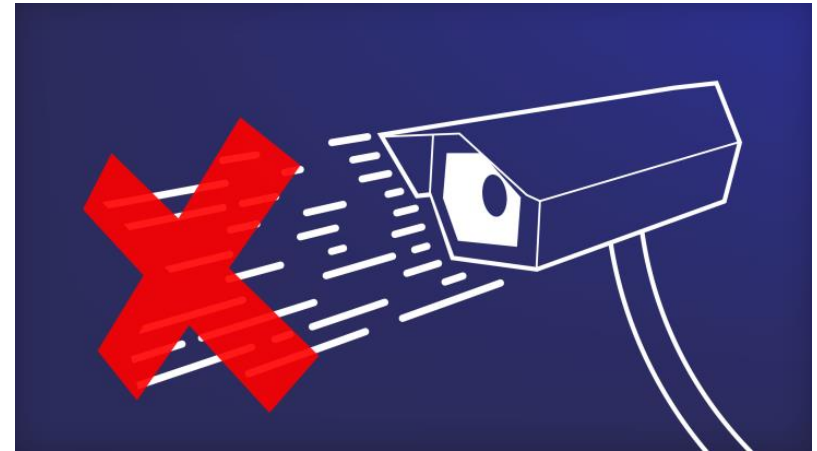
# What is ALPR?

- Fixed position still cameras (not video)
  - Motion activated
    - Triggered by passing vehicles
- Software automatically reads license plate
  - License plates are checked against “hot lists”
    - Stolen vehicles, suspect vehicles, etc.
    - Alerts sent when matches on a “hot list”
- Software identifies vehicle specifics
  - Color, make, model, identifiers (stickers, racks, etc.)
- Images are stored for period of 30 days



# What isn't ALPR?

- Does not typically capture image of driver or passengers
- Does not use facial recognition
- Does not have access to any personal information of driver/owner
- Does not record video or audio
- Does not track community members
  
- Is NOT used for enforcement of:
  - Immigration laws
  - Traffic laws, such as speeding
  - Parking enforcement



# What does it look like?



- Information decoded by Flock Software:

- Make: Ford
- Type: SUV
- Color: Black
- Plate: 1575490
- Plate State: CA

# Case Study

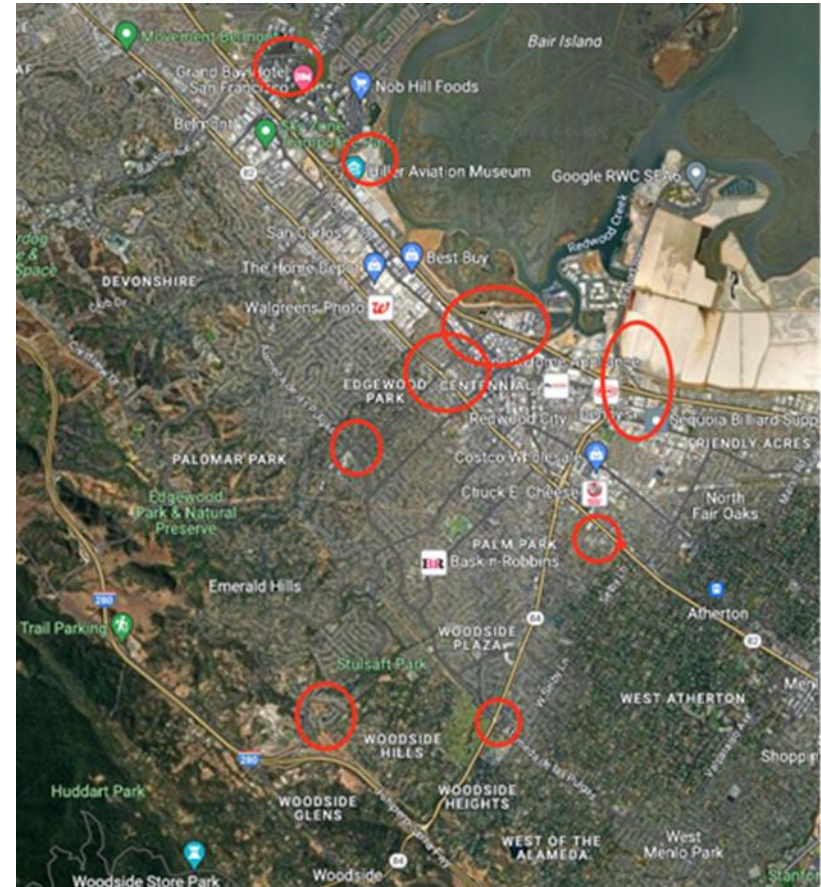
- Hit & run on El Camino Real
  - Life threatening injuries
  - Poor quality surveillance footage
- Objective evidence used to locate vehicle in ALPR:
  - Black Ford F-150
  - Extended cab
  - Lifted
  - White lettering on front tire
  - No lettering on rear tire
  - Torn decal on rear corner
- Resulted in locating vehicle and apprehending driver



# Where will the cameras be?

- Main thoroughfares into & out of Redwood City

- El Camino Real
- Woodside Rd
- Farm Hill Blvd
- Veterans Blvd
- Redwood Shores Pkwy
- Marine Pkwy
- E. Bayshore Rd
- Whipple Ave
- Edgewood Rd



# Who else uses it?

- Over 2,000 cities nationwide
- Most agencies in San Mateo County
  - Atherton Police Department
  - Burlingame Police Department
  - Colma Police Department
  - Foster City Police Department
  - Hillsborough Police Department
  - San Bruno Police Department
  - San Mateo Police Department
  - South San Francisco Police Department
  - San Mateo County Sheriff's Office
    - Millbrae
    - San Carlos
    - Woodside



# What happens to the data?

- Images are retained for 30 days
- Images are encrypted & stored on secure “cloud” servers
- Data may be shared with other law enforcement agencies
  - Particularly local agencies within San Mateo County
  - Images will not be shared with non-law enforcement organizations
  - Data only shared with California agencies, or federal agencies operating in California
- Data will NOT be shared with Immigration Enforcement agencies

# Public Outreach

- Redwood City Police presented and received community feedback at 4 different public meetings
- 1 General Community Meeting held at Main Library
  - In person and Zoom
- 1 General Community Meeting held at Redwood Shores
- 2 Meetings with the Police Advisory Committee
  - Covered technical specs of the ALPR system
  - Presented draft of ALPR policy

# Public Outreach Feedback

- Feedback from community was very positive
- Input from community members, businesses, indicating their want for the ALPR system in Redwood City
- Concerns regarding
  - Retention time
  - Data Security
  - Data misuse by officers
  - General privacy concerns

# RCPD ALPR Policy Draft

## RPCD Policy Addresses:

- Operations
- Data Collection and Retention
- Accountability and Safeguards
- Releasing ALPR Data

# How Does the ALPR System help Community And Our Officers?

1. Provides real time alerts and locations
  - Vehicles involved in crimes
  - Amber Alerts, Silver Alerts
2. Solvability increase in criminal investigations
3. System compatible with current Redwood City businesses and Homeowner's Associations
4. Serves as a deterrent
5. Reduces crime

# Staff Recommendations

City Council receive RCPD's ALPR Policy

City Council approve the contract and direct staff to proceed to work with Flock to install ALPR cameras in Redwood City and operated by the Redwood City Police Department

City Council may elect not to accept the recommended action and direct staff to pursue an alternative method to provide services

# Questions for Council Discussion

- Does the City Council have any questions on what information is collected by the ALPR?
- Does the City Council have any questions or feedback regarding the locations planned for the ALPR?
- Does the City Council have any questions or feedback on how the department will use the information collected by the ALPR?



# Bingo Permit Ordinance Update

9/11/23



# Questions to Council



- Does the Council support updates to the City's bingo ordinance that include:
  - Allowing a third party tax exempt organization, mobile home park association or senior citizen organization to operate bingo games in Redwood City?
  - An annual permit, administered by the Police Department, certifying eligibility to operate games, and requiring a permit fee?
  - An annual report for operators seeking a permit renewal?
  - Prohibiting alcohol sales and use, use of cannabis and use of illicit substances during bingo games?

# Background



# Notable Changes to Ordinance



- Clarify the organizations eligible to conduct games
- Add reporting requirements for permit renewals (money received, prizes, paid, benefit to Redwood City community)
- Add language for an appeals process
- Add eligibility documentation requirement
- Increased prize limit to match state law (\$500 currently)

# Notable Changes to Ordinance



- Increase allowed hours of operation and frequency (maximum of 4 sessions during a 7-day period)
- Prohibit alcohol sales, use and intoxication; prohibit cannabis and illicit substances
- Ability to collect fees for enforcement and public safety costs incurred by the City
- Align operating regulations with State law, including allowing hiring of private security

# Recommendation



Waive first reading and introduce an ordinance of the City of Redwood City amending Chapter 8A of the Redwood City Municipal Code regarding Bingo Permits

# Questions to Council



- Does the Council support updates to the City's bingo ordinance that include:
  - Allowing a third party tax exempt organization, mobile home park association or senior citizen organization to operate bingo games in Redwood City?
  - An annual permit, administered by the Police Department, certifying eligibility to operate games, and requiring a permit fee?
  - An annual report for operators seeking a permit renewal?
  - Prohibiting alcohol sales and use, use of cannabis and use of illicit substances during bingo games?



**JOINT  
CITY COUNCIL/SUCCESSOR  
AGENCY/PUBLIC FINANCE AUTHORITY  
REGULAR MEETING**

**September 11, 2023  
6:00 PM**





# 1. CALL TO ORDER



## 2. ROLL CALL

# 3. PLEDGE OF ALLEGIANCE



Led by Councilmember Aguirre



# 4. AB 2449 REQUESTS AND CONSIDERATIONS FOR MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE OR EMERGENCY CIRCUMSTANCES



# 5. PRESENTATIONS/ACKNOWLEDGEMENTS



## 5.A. Proclamation recognizing National Suicide Prevention Month



# 5. PRESENTATIONS/ACKNOWLEDGEMENTS



## 5.B. Proclamation recognizing Welcoming Week and Welcoming Star Award presented to Tito Alvarez and Familias Unidas



# 5. PRESENTATIONS/ACKNOWLEDGEMENTS



## 5.C. Proclamation recognizing National Hispanic Heritage Month



# 6. PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST, AND ITEMS NOT ON THE AGENDA



## IN-PERSON PUBLIC COMMENT

### HOW TO PROVIDE LIVE PUBLIC COMMENTS IN-PERSON AT REDWOOD CITY COUNCIL MEETINGS

**1** Meetings take place in the **Council Chambers at City Hall, 1017 Middlefield Road**



**2** Seating capacity will be limited to maintain social distancing to protect health and safety



**3** Masks will be strongly encouraged for all in-person attendees



**4** Fill out a Speaker Card (please include Agenda Item # you wish to speak on)



**5** Place the completed card in the tray in front of the City Clerk



**6** Listen for the item you would like to comment on



**7** Wait to be announced by your name and provide remarks at the podium



*Once public comment begins, no additional speakers will be allowed to join the speakers list*

# 6. PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST, AND ITEMS NOT ON THE AGENDA

## ZOOM



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**2** Select "Join" and enter the Meeting ID  
994 8182 5639



**3** Listen for the item you would like to comment on



**4** Use the Raise Hand feature to request to speak. You may rename your profile if you wish to remain anonymous.



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## DIAL-IN

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994 8182 5639



**3** Raise your hand by pressing \*9



**4** Wait to be announced by the last four digits of your phone number and then unmute by pressing \*6



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## 7. CONSENT CALENDAR



### 7.A. Annual display of the Mexican National flag for the Fiestas Patrias celebration during National Hispanic Heritage Month

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City authorizing the display of the Mexican National flag for the Fiestas Patrias celebration during National Hispanic Heritage Month.

## 7. CONSENT CALENDAR



### 7.B. Application to the Local Agency Formation Commission (LAFCo) for extension of water service to 715 Vernal Way (APN 068-053-240)

#### Recommendation:

Adopt a resolution authorizing application to the Local Agency Formation Commission (LAFCo) requesting approval for extension of water services to 715 Vernal Way (APN 068-053-240) outside jurisdictional boundaries pursuant to Government Code Section 56133.



### 7.C. Final acceptance of Veterans Memorial Offsite Traffic Calming – Package One Project

Recommendation:

By motion, accept the Veterans Memorial Offsite Traffic Calming – Package One project, and authorize the release of bonds and retention according to City procedures.



## 7.D. Response to San Mateo County Grand Jury Report: “Bike Safety in San Mateo County, Making Bicycling Safer in the County”

Recommendation:

By motion, approve letter responding to San Mateo County Civil Grand Jury Report titled “Bike Safety in San Mateo County, Making Bicycling Safer in the County” and authorize the Mayor to execute and transmit the letter.



### **7.E. Notification of the exigent use of military equipment (drone) not approved for use by Redwood City Police Department's Military Equipment Use Policy during police activity on August 10, 2023**

Recommendation:

Receive notification of the exigent use of unapproved military equipment during police activity on August 10, 2023 as required by Police Department Military Equipment Use Policy Section 703.9.



## 7.F. Approve Live Performance Agreement between the City of Redwood City and Zoppé Circus and related resolution establishing a temporary time limit on parking spaces in the Library parking lots

### Recommendation:

1. By motion, determine that due to the nature of the services, a competitive bidding process is not likely to serve the best interests of the City and the contract may be awarded without a competitive bidding process, and approve and authorize the City Manager to execute the Live Performance Agreement between the City of Redwood City and Zoppé Circus in an amount not to exceed \$383,000 (requires 5/7 vote); and
2. Adopt a resolution of the City Council of the City of Redwood City establishing a temporary one-hour time limit on the use of parking spaces in Library Lots A, B, and C.



## 7.G. Award Main Library Boiler Replacement Project to Bay City Boiler and Engineering Company, Incorporated to replace inoperable equipment required to ensure proper heating of the Redwood City Downtown Library

### Recommendation:

By motion, approve and authorize the City Manager to execute the contract documents and award the standard form contract for the Downtown Library Boiler Replacement Project to Bay City Boiler and Engineering Company, Incorporated of Hayward, CA for their responsive and responsible low total bid of \$208,410; and authorize the City Manager or their designee to increase the contract amount, if necessary, up to 10% of the amount awarded in an amount not to exceed \$20,841 for a total amount of \$229,251.



### 7.H. Agreement with Pump Repair Service Co. for annual storm pump maintenance and repair services to ensure functionality and readiness of storm pump operations for their intended use

#### Recommendation:

By motion, approve and authorize the City Manager to execute a one-year agreement for services with Pump Repair Service Co. in an amount not to exceed \$250,000, including City Manager authority to extend the Agreement for three additional two-year terms through 2030, for a total contract amount not to exceed \$1,750,000 for storm pump maintenance and repair services.



**7.I. Waive second reading and adopt ordinance amending Chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to allow fees to be set by City Council resolution; no changes made to fee amounts**

Recommendation:

Waive the second reading and adopt an ordinance amending chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to authorize that fees be set by City Council resolution.

# CONSENT CALENDAR - Continued

7.J. Approve August 26, 2023 and August 28, 2023 City Council Minutes



## CONSENT CALENDAR - Continued

**7.K. Approve claims and checks from September 11, 2023 to October 2, 2023 and the usual and necessary payments through October 2, 2023**



## 8. BOARDS, COMMISSIONS AND COMMITTEES WORK PLANS



### 8.A. Planning Commission Work Plan for FY 2023-2024 and FY 2024-2025

Recommendation:

By motion, approve the proposed Planning Commission Work Plan for FY 2023-2024 and FY 2024-2025.

# 8A. PUBLIC COMMENT

Planning Commission Work Plan FY2023-24 and FY 2024-25



## IN-PERSON PUBLIC COMMENT

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# 8A. PUBLIC COMMENT

Planning Commission Work Plan FY2023-24 and FY 2024-25



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- 3** Raise your hand by pressing \*9 
- 4** Wait to be announced by the last four digits of your phone number and then unmute by pressing \*6 

*Once public comment begins, no additional speakers will be allowed to join the speakers list*

## 8. BOARDS, COMMISSIONS AND COMMITTEES WORK PLANS



### 8.B. Senior Affairs Commission Work Plan for FY 2023-2024 and FY 2024-2025

Recommendation:

By motion, approve the Senior Affairs Commission Work Plan for Fiscal Year FY 2023-2024 and FY 2024-2025.

# 8B. PUBLIC COMMENT

Senior Affairs Commission Work Plan FY2023-24 and FY 2024-25



## IN-PERSON PUBLIC COMMENT

### HOW TO PROVIDE LIVE PUBLIC COMMENTS IN-PERSON AT REDWOOD CITY COUNCIL MEETINGS

**1** Meetings take place in the **Council Chambers at City Hall, 1017 Middlefield Road**



**2** Seating capacity will be limited to maintain social distancing to protect health and safety



**3** Masks will be strongly encouraged for all in-person attendees



**4** Fill out a Speaker Card (please include Agenda Item # you wish to speak on)



**5** Place the completed card in the tray in front of the City Clerk



**6** Listen for the item you would like to comment on



**7** Wait to be announced by your name and provide remarks at the podium



***Once public comment begins, no additional speakers will be allowed to join the speakers list***

# 8B. PUBLIC COMMENT

Senior Affairs Commission Work Plan FY2023-24 and FY 2024-25



## ZOOM

### HOW TO PROVIDE LIVE PUBLIC COMMENTS BY ZOOM AT REDWOOD CITY COUNCIL MEETINGS

- 1** You may join the Zoom meeting by visiting [redwoodcity.zoom.us](https://redwoodcity.zoom.us) 
- 2** Select "Join" and enter the Meeting ID 994 8182 5639 
- 3** Listen for the item you would like to comment on 
- 4** Use the Raise Hand feature to request to speak. You may rename your profile if you wish to remain anonymous. 
- 5** Wait to be announced by your name and then unmute to speak 

## DIAL-IN

### HOW TO PROVIDE LIVE PUBLIC COMMENTS BY PHONE AT REDWOOD CITY COUNCIL MEETINGS

- 1** Listen for the agenda item you would like to comment on 
- 2** Dial-in number, call \*67 (669) 900-6833 and enter Meeting ID 994 8182 5639 
- 3** Raise your hand by pressing \*9 
- 4** Wait to be announced by the last four digits of your phone number and then unmute by pressing \*6 

Once public comment begins, no additional speakers will be allowed to join the speakers list

# 9. PUBLIC HEARINGS - None



## 10. STUDY SESSIONS



### 10.A. Vision Zero Program Progress Report Study Session

Recommendation:

Receive an update on Vision Zero activities. This is a study session, and no formal action will occur at this meeting.

# 11. STAFF REPORTS



## 11.A. Receive Draft Automated License Plate Reader (ALPR) Policy, receive public comment on the ALPR program in accordance with Civil Code §1798.90.55(a), and approve purchase of 25 Flock Group, Inc. ALPR cameras for the City of Redwood City with a three-year service contract from Flock

### Recommendation:

1. Receive Redwood City Police Department's Draft Automated License Plate Readers Policy and public comment on proposed Automated License Plate Reader program; and
2. By motion, approve and authorize the City Manager to execute an agreement to purchase 25 Automated License Plate Reader cameras from Flock Group, Inc. with installation and a three-year service agreement, covering the time period September 2023 to September 2026 for a not-to-exceed amount of \$243,750.

# 11.A. PUBLIC COMMENT

*Automated License Plate Reader (ALPR)*



## IN-PERSON PUBLIC COMMENT

### HOW TO PROVIDE LIVE PUBLIC COMMENTS IN-PERSON AT REDWOOD CITY COUNCIL MEETINGS

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# 11.A. PUBLIC COMMENT

## Automated License Plate Reader (ALPR)

### ZOOM

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### DIAL-IN

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**Once public comment begins, no additional speakers will be allowed to join the list**

## 11. STAFF REPORTS - continued



### 11.B. Waive first reading and introduce an Ordinance revising the City's Municipal Code Chapter 8A (Bingo Games) to comply with state law and provide for local regulations on bingo games in Redwood City

Recommendation:

Waive first reading and introduce an ordinance of the City of Redwood City amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code regarding Bingo Permits.

# 11.B. PUBLIC COMMENT

*Introduce an ordinance revising the City's Municipal Code Chapter 8A (Bingo Games)*



## IN-PERSON PUBLIC COMMENT

### HOW TO PROVIDE LIVE PUBLIC COMMENTS IN-PERSON AT REDWOOD CITY COUNCIL MEETINGS

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# 11.B. PUBLIC COMMENT

Introduce an ordinance revising the City's Municipal Code Chapter 8A  
(Bingo Games)

## ZOOM

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## 12. MATTERS OF COUNCIL INTEREST



### 12.A. City Council Member Report of Conferences Attended

## 12. MATTERS OF COUNCIL INTEREST



### 12.B. City Council Committee Reports

A. Finance/Audit Sub-Committee

B. Climate Action Sub-Committee

C. 101/84 Project Ad Hoc Committee

## 12. MATTERS OF COUNCIL INTEREST - continued



### 12.C. City Manager (Oral) Update



## 13. ADJOURNMENT

The next City Council meeting is scheduled for  
September 18, 2023

# In Loving Memory



**Michael Fernandez**

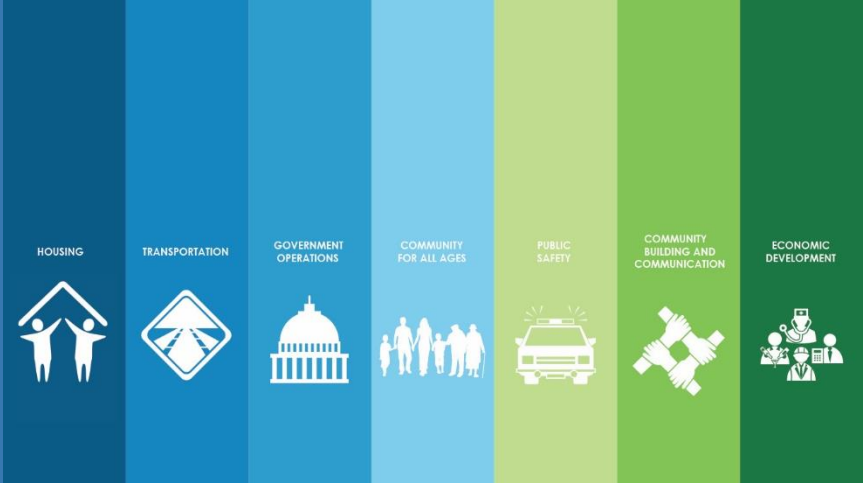
1929-2023

# FUTURE COUNCIL MEETING DATES



- ✓ October 2, 2023
- ✓ October 9, 2023
- ✓ October 23, 2023

# CITY OF REDWOOD CITY STRATEGIC INITIATIVES



# SEND A SERVICE REQUEST WITH EASE

[www.redwoodcity.org/myrwc](http://www.redwoodcity.org/myrwc)



**FREE and easy to use from Redwood City!**



Your One-Stop  
Redwood City  
Resource



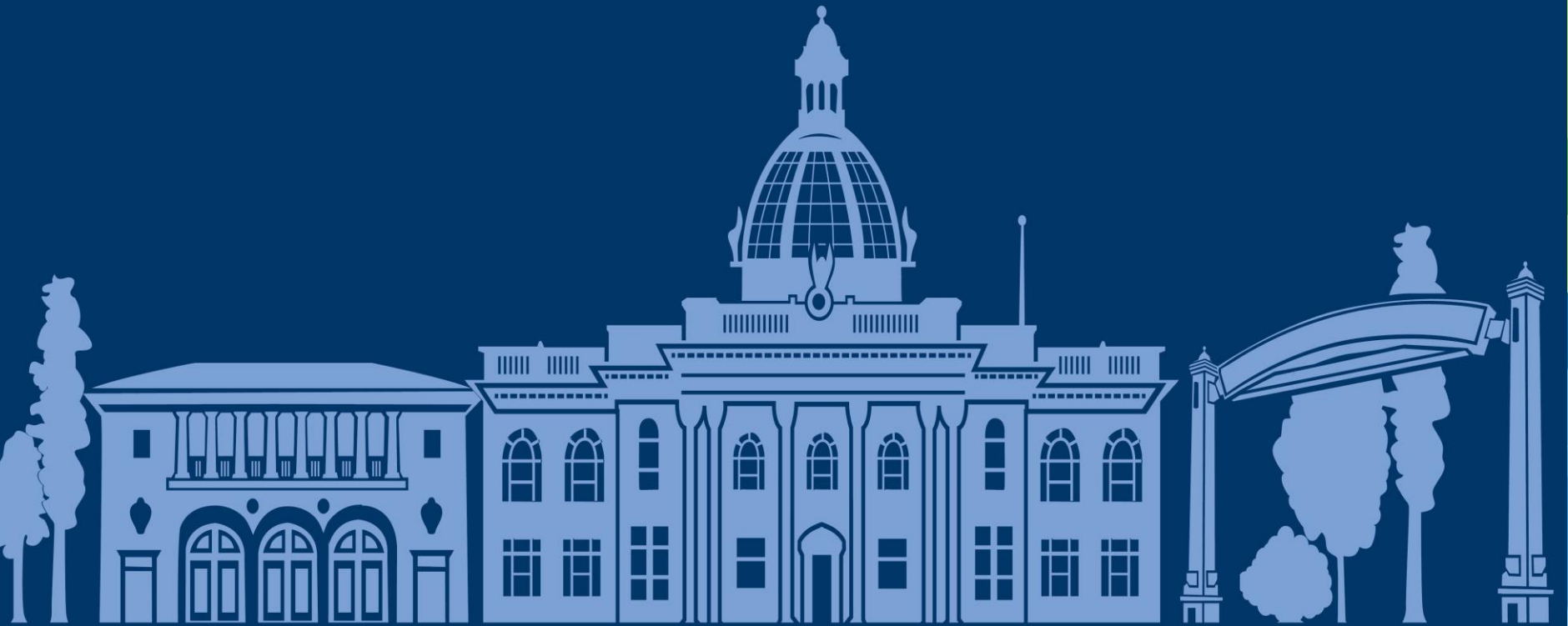
## myRWC

The smart phone app that puts  
Redwood City "at your fingertips!"



# Neighborhood Associations

Connecting Neighbors & Building a Great Community Together



[WWW.REDWOODCITY.ORG/NASIGNUP](http://WWW.REDWOODCITY.ORG/NASIGNUP)

# CITY OFFERS ONLINE TOOLS TO ANSWER YOUR QUESTIONS!



Would you like to...

- ▶ Find a Downtown restaurant?
- ▶ Learn about City construction projects?
- ▶ Search the library's catalog?
- ▶ Locate community centers or parks?
- ▶ Apply for a job?

Go to [www.redwoodcity.org](http://www.redwoodcity.org) for the answers!

# REDWOOD CITY PUBLIC LIBRARY



The Redwood City Public Library offers many programs and services for all to enjoy!

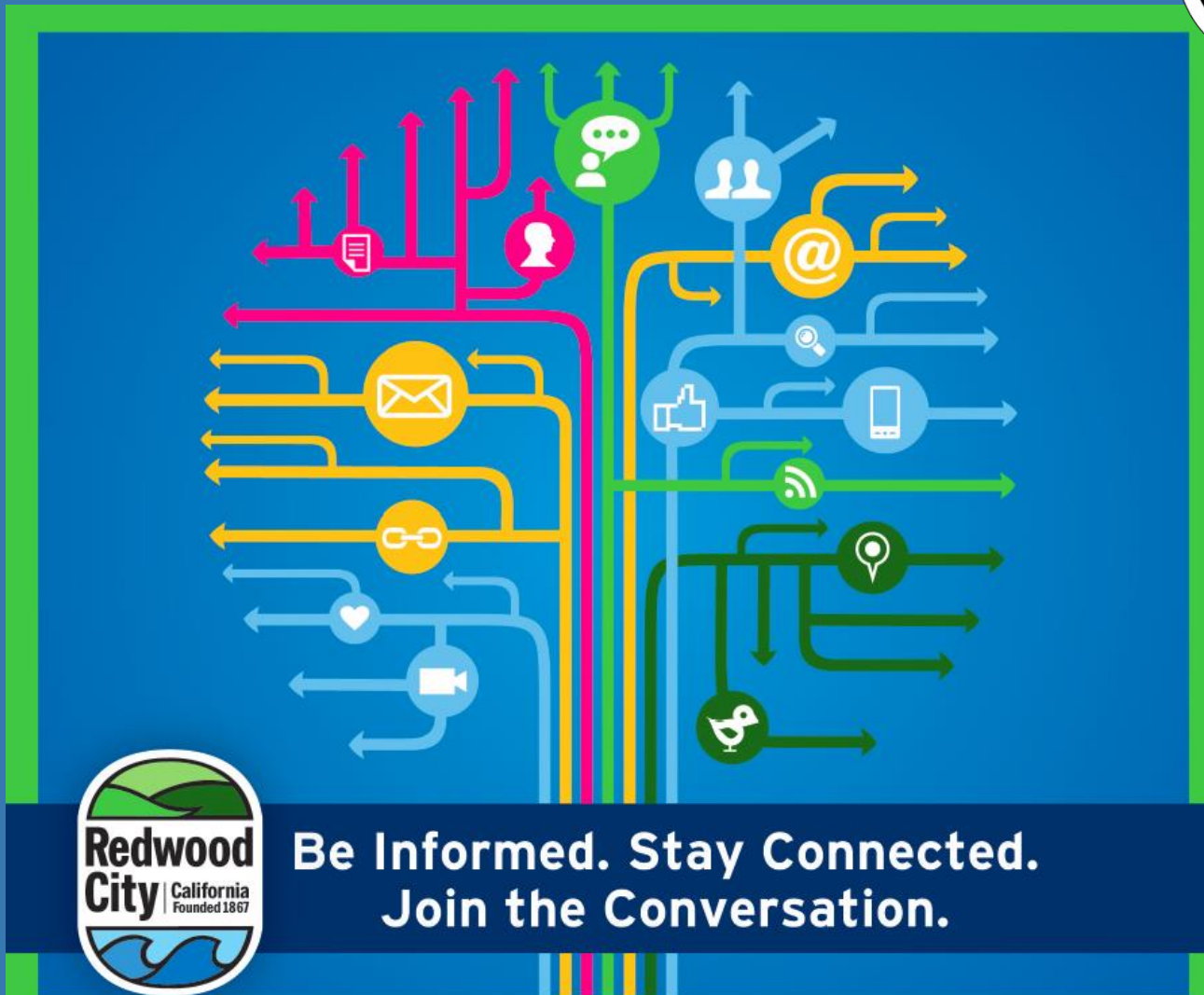
The Redwood City Downtown Branch is located at 1044 Middlefield Road

You can also call to ask questions over the phone at 650-780-7026, or visit the library online, 24 hours a day, 7 days a week at

<http://www.redwoodcity.org/library>

# CONNECT & STAY INFORMED

[www.redwoodcity.org/connect](http://www.redwoodcity.org/connect)



Be Informed. Stay Connected.  
Join the Conversation.

# CONNECT WITH US!



## Ways To Connect With Us



[www.redwoodcity.org/myrwc](http://www.redwoodcity.org/myrwc)



@RedwoodCityGov



@RedwoodCity



[www.youtube.com/cityofredwoodcity](http://www.youtube.com/cityofredwoodcity)



[www.facebook.com/cityofredwoodcity](http://www.facebook.com/cityofredwoodcity)



Nextdoor  
Redwood City



@CityofRedwoodCity



Redwood City VOICE



[www.downtownredwoodcity.org](http://www.downtownredwoodcity.org)



[www.redwoodcity.org](http://www.redwoodcity.org)

# NEW DEVELOPMENT PROJECT WEBPAGE



[www.redwoodcity.org/currentprojects](http://www.redwoodcity.org/currentprojects)

Learn more about development projects at various stages of review at the City's NEW development project webpage.

A screenshot of the Redwood City website's 'Current Projects' page. The page features a dark blue header with the city name and navigation links. A search bar is visible. The main content area is titled 'DEVELOPMENT PROJECTS' and includes a description of the review process, a 'Feedback' button, and a list of proposed projects with architectural renderings. The projects listed are '601 El Camino Real', '929 Main Street "Young's Automotive"', and '1175 Marshall St "Kaiser Hospital Phase II"'. A sidebar on the left contains various city links and information.

# UTILITY RATE ASSISTANCE PROGRAM



Need help paying your utilities?

The City of Redwood City offers the Water and Sewer Rate Assistance Program (WSRAP) to qualifying utility rate payers.

Eligibility is based on household income and qualifying applicants will receive a credit of around \$20 on their utility bill each month.

Learn more at [www.redwoodcity.org/rateassistance](http://www.redwoodcity.org/rateassistance)

# TIPS FOR SAVING WATER



1

Use the EPA WaterSense website to find out if your household has water efficient products. Redwood City offers rebates for WaterSense toilets.



2

Turn off the tap while shaving or brushing your teeth. The City offers low flow faucet aerators for FREE!



3

Take a shower over a bath...just be aware of how long you are showering! We offer residents FREE low flow showerheads and shower timers!



4

In the kitchen...plug the sink or use a wash basin if washing dishes by hand.



5

Use a dishwasher, and fill it up before you do!



6

Scrape your plate instead of rinsing before loading it into the dishwasher.



7

Keep a pitcher of drinking water in the refrigerator so you're not waiting for water to cool as it comes out of the faucet.



8

Avoid the garbage disposal...it's not good for your pipes or water conservation. Throw food scraps in the compost bin.



9

Wash only full loads of laundry or use the appropriate load size selection on your machine. The City and PG&E offer rebates for High Efficiency Washing Machines!



10

Check plumbing fixtures and irrigation systems for leaks.



11

Give your garden hose a break. Sweep driveways, sidewalks, and steps rather than hosing off.



12

Wash the car with water from a bucket, or use a commercial car wash that recycles water.



# PENINSULA CLEAN ENERGY



## CLEANER ENERGY IS HERE

Find out what the  
buzz is about!



PENINSULA  
CLEAN ENERGY



LEARN MORE HERE:

[www.peninsulacleanenergy.com](http://www.peninsulacleanenergy.com)

# NEW PARKING OPTIONS



## PARKING DOWNTOWN REDWOOD CITY

Street parking free Mon – Sat before 10am and after 6pm; free all day Sunday.

### Commuter

Street parking 25c per hour Mon-Sat, 10am-6pm; First 1 1/2 hours free in garages at all times

### GARAGES

- 1. MARSHALL**  
387 spaces  
(\$1 per hour before 6pm)
- 2. JEFFERSON**  
585 spaces  
(25c per hour before 6pm)

### Downtown Event & Dinner Visitor (FREE with validation)

\$2.50 per hour after 6pm (First 1 1/2 hours free at all times/first 4 hours free with validation from Century Theater)

### GARAGES

- 1. MARSHALL**  
387 spaces
- 2. JEFFERSON**  
585 spaces
- 3. CROSSING 900**  
900 spaces  
(Open to the public nights & weekends)

### Downtown Event & Dinner Visitor (FREE)

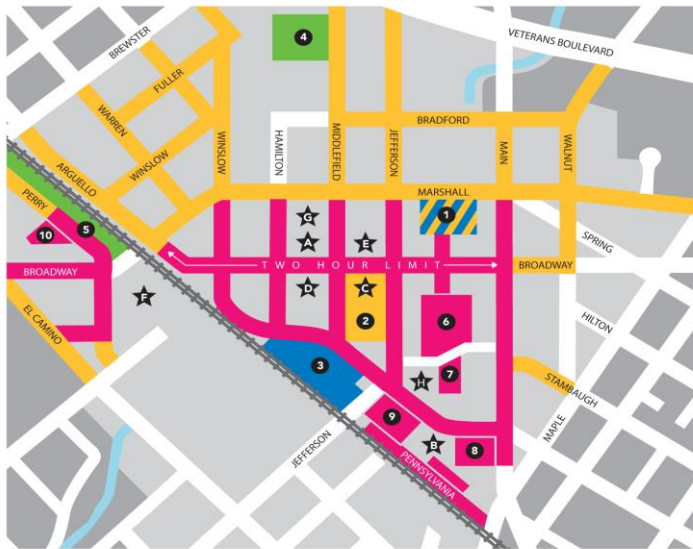
Free Mon - Fri after 6pm, all day on weekends

- 4. COUNTY GARAGE**  
797 spaces
- 5. CALTRAIN LOT**  
160 spaces

### Lunchtime/Daytime Visitor

\$1 per hour Mon-Sat, 10am-6pm; lots free Mon-Sat after 6pm and all day Sunday

- 6. MAIN STREET LOT**  
150 spaces
- 7. CITY HALL LOT**  
15 spaces
- 8. LIBRARY LOT A**  
88 spaces
- 9. LIBRARY LOT B**  
98 spaces
- 10. PERRY STREET LOT**  
52 spaces



### LANDMARKS & DESTINATIONS

- |                      |                    |                     |                                    |
|----------------------|--------------------|---------------------|------------------------------------|
| A. Courthouse Square | C. Century Theatre | E. Dragon Theatre   | G. San Mateo County History Museum |
| B. Library           | D. Fox Theatre     | F. Caltrain Station | H. City Hall                       |

Find the parking new map and more details online at [www.redwoodcity.org/parking](http://www.redwoodcity.org/parking)

# JOIN THE CONVERSATION



The City is looking for your input!

Learn about ways to share your ideas, concerns and input on issues facing the City.

Visit [www.redwoodcity.org/jointheconversation](http://www.redwoodcity.org/jointheconversation) for more details!





# DOWNTOWN REDWOOD CITY



Retail, restaurants, events, and more are located right here in downtown Redwood City.

Visit [www.downtownredwoodcity.org](http://www.downtownredwoodcity.org) to learn more.

# VOLUNTEER IN REDWOOD CITY



Thanks to our volunteers for their time and involvement supporting our community!

Join thousands of volunteers who have contributed over 200,000 hours of service!

Make an impact in the community by volunteering today!

Visit [www.redwoodcity.org/volunteer](http://www.redwoodcity.org/volunteer) to learn more and get involved.



# REDWOOD CITY FIRE DEPARTMENT



The **CERT** program will provide participants with basic training in disaster survival and rescue skills.

**For More Information Please Contact:**

Redwood City Fire Department

(650) 780-7400

[www.redwoodcity.org/cert](http://www.redwoodcity.org/cert)

# HOME IMPROVEMENT LOAN PROGRAM!



CITY OF REDWOOD CITY  
HOME IMPROVEMENT LOAN PROGRAM



## DO YOU NEED HELP WITH HOME IMPROVEMENT PROJECTS?



Apply now and we can help you enjoy a more comfortable home environment with a new heating system, roof and/or windows as well as improved energy efficiency.



If your roof is 15 years or older or leaks, it may be time to consider getting a new roof. Window leaks can also be a problem.



Protect your investment and don't allow water damage to ruin your home. Energy-efficient windows, and heating systems can pay for themselves with energy cost savings over time.

These improvements will provide energy efficiency, comfort, better home value, and peace of mind.

### TAKE ADVANTAGE OF REDWOOD CITY'S HOME IMPROVEMENT LOAN PROGRAM!

Low interest home improvement loans are available to eligible owners of single-family homes and owners of rental property located within incorporated Redwood City. Single-family homes include structures of 1-4 units, one of which must be owner-occupied. Rental property owners must rent 51% of their units to low-income tenants. Rehabilitate your home and take advantage of these generous loan terms – 2% interest fully amortized over 15 years. There are no points and no "out-of-pocket" expenses for loan fees.

**MORE INFORMATION CALL US AT 650.780.7290  
OR GO TO [WWW.REDWOODCITY.ORG/HILP](http://WWW.REDWOODCITY.ORG/HILP)**

# Housing Resource Guide/Guía de Recursos de Vivienda

Do you need help with a challenging rental housing issue? Are you looking for affordable housing?

For a list of programs and services to help, go to the City's website for a housing resource guide.

¿Necesita ayuda con un problema de difícil vivienda de alquiler? ¿Está buscando una vivienda asequible?

Para obtener una lista de programas/servicios traducido en español ve **aquí:**  
[www.redwoodcity.org/housingresourceguide](http://www.redwoodcity.org/housingresourceguide)



**From:** [Carol Ford](#)  
**To:** [GRP-City Council](#)  
**Subject:** AGAINST License Readers  
**Date:** Monday, September 11, 2023 2:03:47 PM

---

Dear City Council,

It seems we will be tracked  
IN CASE we do something unlawful rather than being tracked after we DO something unlawful.

Fear is not a good reason to give up civil liberties. I am against becoming a surveillance City. I do not believe that the ends justify the means.

Thank you.  
Sincerely,  
Carol Ford

**From:** [Rona Gundrum](#)  
**To:** [GRP-City Council](#); [MGR-Melissa Stevenson Diaz](#); [CLK-Yessika Castro](#)  
**Subject:** Agenda Item 11A - License Plate Reader cameras  
**Date:** Monday, September 11, 2023 12:15:43 PM

---

Dear Mayor Gee and members of City Council,

I am writing in support of license plate reader cameras.

My community has had Flock cameras for several years. During this time we had one incident that prompted our management company to contact Flock staff to review the camera footage on a particular day during a particular time frame. Management and Flock staff, the only ones authorized to review the footage, were able to identify a vehicle, and hence an individual, tied to the incident. Law enforcement was then able to take the necessary steps to address the issue.

More recently, the nearby shopping center that had been experiencing frequent vehicle break-ins installed Flock security cameras. Since the installation of the cameras, the number of vehicle break-ins has dropped precipitously - in fact, maybe zero in recent months.

Based upon my experience, I feel that privacy and security concerns about the use and misuse of license plate reader cameras have little merit.

In my opinion, the benefits of the cameras, to reduce crime and give local law enforcement, as well as law enforcement across jurisdictions, the ability to work together to solve crimes and prosecute perpetrators is well worth it.

Thank you for your leadership in addressing crime and safety.

Rona Gundrum  
35 year Redwood Shores resident



**SPEAKER'S CARD** City of Redwood City

1

I would like to speak to the City Council. Providing your contact information below is optional but if you do provide it, it is a public record.

DATE: 9/11/23 PHONE NO: 921-997-8990

NAME: (Print) Taylor Pope

ADDRESS: 1203 Fernside St ZIP: 94061

EMAIL ADDRESS taylor@tmpope.com

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 7D OR SUBJECT \_\_\_\_\_

ORGANIZATION REPRESENTED (if any): \_\_\_\_\_



**SPEAKER'S CARD** City of Redwood City

1

I would like to speak to the City Council. Providing your contact information below is optional but if you do provide it, it is a public record.

DATE: 09/11/23 PHONE NO 650.207.2208

NAME: (Print) Isabella Chu

ADDRESS: 3049 Page St ZIP: 94063

EMAIL ADDRESS isabella.f.chu@gmail.com

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 10A OR SUBJECT \_\_\_\_\_

Vision Zero

ORGANIZATION REPRESENTED (if any): \_\_\_\_\_



**SPEAKER'S CARD** City of Redwood City

2

I would like to speak to the City Council. Providing your contact information below is optional but if you do provide it, it is a public record.

DATE: 9/11/23 PHONE NO \_\_\_\_\_

NAME: (Print) MAC HART

ADDRESS: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 10.A OR SUBJECT \_\_\_\_\_

ORGANIZATION REPRESENTED (if any): \_\_\_\_\_



**SPEAKER'S CARD** City of Redwood City

3

I would like to speak to the City Council. Providing your contact information below is optional but if you do provide it, it is a public record.

DATE: 9/11/2023 PHONE NO \_\_\_\_\_

NAME: (Print) Dylan Finch

ADDRESS: \_\_\_\_\_ ZIP: 94063

EMAIL ADDRESS ~~XXXXXXXXXX~~ RWC.VOTER@DKEMAIL.NET

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 10A OR SUBJECT \_\_\_\_\_

ORGANIZATION REPRESENTED (if any): \_\_\_\_\_



**SPEAKER'S CARD** City of Redwood City

4

I would like to speak to the City Council. Providing your contact information below is optional but if you do provide it, it is a public record.

DATE: 11 Sept 2023 PHONE NO 801-997-8550

NAME: (Print) Taylor Pope

ADDRESS: 1203 Fournelle St ZIP: 94061

EMAIL ADDRESS taylor@tmpope.com

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 10A OR SUBJECT \_\_\_\_\_

ORGANIZATION REPRESENTED (if any): \_\_\_\_\_



**SPEAKER'S CARD** City of Redwood City

I would like to speak to the City Council. Providing your contact information below is optional but if you do provide it, it is a public record.

DATE: 9/11/2023 PHONE NO \_\_\_\_\_

NAME: (Print) Dylan Finch

ADDRESS: \_\_\_\_\_ ZIP: 94063

EMAIL ADDRESS RWC.VOTER@DKEMAIL.NET

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 11A OR SUBJECT \_\_\_\_\_

ORGANIZATION REPRESENTED (if any): \_\_\_\_\_



**SPEAKER'S CARD** City of Redwood City

5

I would like to speak to the City Council. Providing your contact information below is optional but if you do provide it, it is a public record.

DATE: 9/11/2023 PHONE NO \_\_\_\_\_

NAME: (Print) FLIP CLOUDORAC

ADDRESS: 302 OAK AVE ZIP: 94061

EMAIL ADDRESS \_\_\_\_\_

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 10 OR SUBJECT VISION ZERO

ORGANIZATION REPRESENTED (if any): \_\_\_\_\_



**SPEAKER'S CARD** City of Redwood City

I would like to speak to the City Council. Providing your contact information below is optional but if you do provide it, it is a public record.

DATE: 9/11/2023 PHONE NO 650 349 7166

NAME: (Print) Muneerah Crawford

ADDRESS: 777 Shell Blvd ZIP: 94401

EMAIL ADDRESS \_\_\_\_\_

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 11B OR SUBJECT PIN60

ORGANIZATION REPRESENTED (if any): American Legion Post 105



**SPEAKER'S CARD**

City of Redwood City

I would like to speak to the City Council. Providing your contact information below is optional but if you do provide it, it is a public record.

DATE: 9/11/2023

NAME: (Print) Richard Pierce

ADDRESS: 903 Harrison Ave

EMAIL ADDRESS: RLPIERCE@GMAIL.COM

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 11B OR SUBJECT BINGO

NOTE - I WILL ONLY NEED TO SPEAK IF A PLANNED  
ZOOM SPEAKER DOES NOT SPEAK.  
ORGANIZATION REPRESENTED (if any): AMERICAN LEGION POST

185