



Downtown Hayward Improvement Association District Identity and Streetscape Improvements (DISI Committee)

Wednesday, June 5th, 2019, 1:00 p.m.
City Hall, Conference Room 4A

Functions of the District Identity Committee:

Projects would include those that market and promote the Downtown Hayward District or promote positive aspects of Downtown Hayward.

Those issues may include:

- a. *branding of the district,*
- b. *Hiring and monitoring of a PR Firm including public relations/social media/facebook/twitter*
- c. *Development of a new logo,*
- d. *Review of the Farmers Market and other special events*
- e. *Website development and maintenance,*
- f. *Banner program,*
- g. *Holiday decorations,*
- h. *New public spaces projects, improvements to public spaces in the district*
- i. *District walking maps, brochures, etc.*

AGENDA

1. **Call to Order & Introductions: Sara Buizer**
2. **Review of May 2nd, 2019 minutes**
3. **Public Comment, announcements**
4. **DBIA \$4,600 grant on events – status on who to underwrite?**
5. **Review of budget for DISI for FY 19,**
6. **Review of RFP for Web site development/maintenance status** *Action Item*

DOWNTOWN HAYWARD IMPROVEMENT ASSOCIATION

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7. **Banners:**
 - a. overlay zone
 - b. Hayward High School banners, location and timeline **Action Item**
8. **Future: Review of new park plan and its accommodation for events**
9. **PR/social media RFP**
10. **Next DISI Committee Meeting:** _____

BROWN ACT:

Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. The Corporation posts all Board and Committee agendas outside of the building that the meetings are being held. Action may not be taken on items not identified as such and posted on the agenda. Meeting facilities may be accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Monica Montes at least 48 hours prior to the meeting. For more information on the upcoming Committee or Interim Board of Directors meeting, please call Monica Montes at 888 356-2726.



Downtown Hayward Improvement Association District Identity and Streetscape Improvement May 2nd, 2019, 11:00 a.m. City Hall, Conference Room 4A

Present: Dinesh Shah, Sara Buizer,

Absent: _Charlie Ream, Jeff Jurow

Guests: Catherine Ralston/City, Kim Huggett

Staff: Marco Li Mandri, Dominic Li Mandri/New City America,

MINUTES:

<i>Item</i>	<i>Discussion</i>	<i>Action Taken?</i>
1. Introductions	Sara called the meeting to order at 1:05.	No action taken
2. Review of March 21st, 2019 minutes	The minutes of the March 21 st , 2019 DISI Committee were reviewed	The minutes were approved by consensus.
3. DBIA \$4,600 grant on events	Kim gave an update on the events of the Chamber. The DHIA will give checks to the DHIA as the Board approved, just prior to the July and August summer events. Then later for the Mariachi and the Light Up The Season events. Catherine stated that the City Attorney has opined that the balance of funds remaining from the old Downtown Business Improvement Association cannot be transferred to the DHIA as originally envisioned. The funds will go back to the City and then allocated for events or related activities in Downtown. Marco stated that he would be happy to discuss this with the City Attorney as the transfer of funds from one assessment district to another is consistent with the current law in the Streets and Highway Code. Catherine stated that timing on the dissolution of the old BID might not allow for that.	No action taken

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Budget for FY 2019	<p>The current line items for the budget for DISI include the following:</p> <ul style="list-style-type: none"> a. \$15,000 to NCA as part of the staff contract agreement; b. \$6,000 allocated for the web site work; c. \$11,000 for the chamber events; <p>Based upon an \$81,000 budget, that would leave a balance for the rest of the fiscal year of \$47,000 through November 30th, 2019.</p>	The YTD DISI budget was approved by consensus
RFP for a web site	<p>Marco included an RFP for a web site company, ideally locally, who can put together a web site for the DHIA. He will request authorization from the Board to proceed at its May meeting.</p>	The RFP and timeline were approved and will be sent to the Board.
Hayward Farmers Market	<p>Shayla Moran from the Farmers Market was present to discuss the Market around City Hall each week. During peak season, they have 40 vendors. The Market last year round. It is 9 a.m. to 1 p.m. each Saturday. Marco asked if they would consider moving to the Park once it is done. Shayla stated she would bring it up with management. Discussion followed</p>	No action taken
HARD 75th anniversary banners	<p>Rick Sarioni was present from the Hayward Area Recreational District (?), to request use of 36 banner poles for the 75th Anniversary of HARD running all of the parks in Hayward. They would prefer to have them on Foothill Blvd through the end of 2019 but can take them down when DHIA requests it. Discussion was held on the overlay encroachment zone for DHIA for banner implementation. Sara will follow up. Sara had an understanding that there currently is not banner policy in the City.</p>	The Committee endorsed using the current banner brackets to promote their event.
DHIA management of the new park	<p>Marco, Dominic, Kelly and Sara will be meeting in June to discuss management and programming of the new park on C street. No word yet on any arrangement between the DHIA and the City on this</p>	No action taken
Next Meeting	<p>The next meeting of the DISI Committee will be held on Wednesday, June 5th, 1 p.m. at City Hall.</p>	

Minutes taken by Marco Li Mandri, Administrator

10:55 AM
 06/03/19
 Cash Basis

Downtown Hayward Improvement Association
Profit & Loss Budget Performance
 May 2019

5

	<u>May 19</u>	<u>Budget</u>	<u>Jan - May 19</u>
Ordinary Income/Expense			
Income			
Assessment Income	0.00	0.00	476,515.64
Total Income	0.00	0.00	476,515.64
Expense			
Administration			
Accounting Fees	0.00	200.00	0.00
Insurance - Liability, D and O	3,467.76	460.00	5,897.76
Legal Fees	1,000.00	540.00	1,000.00
Office Supplies	0.00	100.00	499.55
Postage, Mailing Service	0.00	20.00	0.00
Printing and Copying	0.00	150.00	0.00
Staff Consulting (New City)	6,500.00	6,500.00	26,000.00
Total Administration	10,967.76	7,970.00	33,397.31
DISI			
DISI Unallocated	0.00	3,665.00	0.00
Special Events	0.00	915.00	0.00
Staff Consulting (New City)	1,500.00	1,500.00	6,000.00
Website	0.00	665.00	0.00
Total DISI	1,500.00	6,745.00	6,000.00
SOBO			
Capital Improvements	0.00	2,915.00	0.00
Security	0.00	14,500.00	0.00
Sidewalk Maintenance	0.00	17,500.00	0.00
Vehicle Related	26,315.48		26,315.48
Total SOBO	26,315.48	34,915.00	26,315.48
Total Expense	38,783.24	49,630.00	65,712.79
Net Ordinary Income	-38,783.24	-49,630.00	410,802.85
Net Income	-38,783.24	-49,630.00	410,802.85

10:55 AM
 06/03/19
 Cash Basis

Downtown Hayward Improvement Association
Profit & Loss Budget Performance
 May 2019

6

	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense		
Income		
Assessment Income	297,822.00	595,644.00
Total Income	297,822.00	595,644.00
Expense		
Administration		
Accounting Fees	1,000.00	2,400.00
Insurance - Liability, D and O	2,300.00	5,500.00
Legal Fees	2,720.00	6,500.00
Office Supplies	500.00	1,200.00
Postage, Mailing Service	100.00	240.00
Printing and Copying	754.00	1,804.00
Staff Consulting (New City)	32,500.00	78,000.00
Total Administration	39,874.00	95,644.00
DISI		
DISI Unallocated	18,345.00	44,000.00
Special Events	4,575.00	11,000.00
Staff Consulting (New City)	7,500.00	18,000.00
Website	3,345.00	8,000.00
Total DISI	33,765.00	81,000.00
SOBO		
Capital Improvements	14,585.00	35,000.00
Security	72,500.00	174,000.00
Sidewalk Maintenance	87,500.00	210,000.00
Vehicle Related		
Total SOBO	174,585.00	419,000.00
Total Expense	248,224.00	595,644.00
Net Ordinary Income	49,598.00	0.00
Net Income	<u>49,598.00</u>	<u>0.00</u>

10:56 AM
06/03/19
Cash Basis

Downtown Hayward Improvement Association
Profit & Loss Budget Performance
January through May 2019

	<u>Jan - May 19</u>	<u>Budget</u>	<u>Jan - May 19</u>
Ordinary Income/Expense			
Income			
Assessment Income	476,515.64	297,822.00	476,515.64
Total Income	476,515.64	297,822.00	476,515.64
Expense			
Administration			
Accounting Fees	0.00	1,000.00	0.00
Insurance - Liability, D and O	5,897.76	2,300.00	5,897.76
Legal Fees	1,000.00	2,720.00	1,000.00
Office Supplies	499.55	500.00	499.55
Postage, Mailing Service	0.00	100.00	0.00
Printing and Copying	0.00	754.00	0.00
Staff Consulting (New City)	26,000.00	32,500.00	26,000.00
Total Administration	33,397.31	39,874.00	33,397.31
DISI			
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Website	0.00	3,345.00	0.00
Total DISI	6,000.00	33,765.00	6,000.00
SOBO			
Capital Improvements	0.00	14,585.00	0.00
Security	0.00	72,500.00	0.00
Sidewalk Maintenance	0.00	87,500.00	0.00
Vehicle Related	26,315.48		26,315.48
Total SOBO	26,315.48	174,585.00	26,315.48
Total Expense	65,712.79	248,224.00	65,712.79
Net Ordinary Income	410,802.85	49,598.00	410,802.85
Net Income	<u>410,802.85</u>	<u>49,598.00</u>	<u>410,802.85</u>

Downtown Hayward Improvement Association
Profit & Loss Budget Performance
 January through May 2019

	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense		
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Net Ordinary Income	49,598.00	0.00
Net Income	<u>49,598.00</u>	<u>0.00</u>



REQUEST FOR PROPOSAL FOR A RESPONSIVE WEBSITE DESIGN

Released on, Monday, May 6th, 2019

Due on June 7th, 2019

I. Introduction and Background

The Downtown Hayward Improvement Association (DHIA), is a pending non-profit 501(c)(3) Community Benefit District (CBD) that is requesting proposals for a newly designed CMS mobile-responsive website.

The DHIA's primary function is to administer the Downtown Hayward Community Benefit District (CBD or District). The DHIA has a contract with the City of Hayward to administer the revenues for this assessment district. The Fiscal Year 2018-19 revenues for the CBD are anticipated to not exceed \$600,000. This will be the first year of operation of the District.

The special benefit services funded by this CBD include maintaining security, cleanliness and order in the public rights of way, improving district identity, running the web site and all district events, serving the corporations' administrative needs and advocating on behalf of the areas' property owners, business owners and residents. The function of the CBD is also one of an advocacy organization that seeks to improve the overall appearance, building, office, retail and related residential mix and public space improvements within the district.

DESCRIPTION OF CONTRACTOR SOUGHT:

- a. The website developer must design the website to the DHIA Board's approval:
 1. Staff will give design ideas for the developer to work from;
 2. The developer will create 3 story boards or mock-ups for DHIA Board and Staff to review; and
 3. The developer will provide a BETA website, before going live, for DHIA Board and staff to review, edit and approve.
- b. The website must contain a "Home" page with rotating photos and copy, and 3 designed page styles to choose from for alternate pages;
- c. The website needs to be mobile-responsive and reactive to various devices;
- d. The website needs to have the potential to expand in number of pages using predesigned templates;
- e. The website must be a Content Management System (CMS) and created in WordPress or similar platform that is easy to manage and edit; and
- f. The website must be created to maximize SEO.

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BUDGET

- a. The budget range is not to exceed \$6,000; and
 1. The DHIA Board has given staff the ability to negotiate on contract price based on the experience and scope of work proposed by the firm selected.
- b. The DHIA Board has given staff authorization to move forward with this project immediately after the firm is selected by the Board.

TERMS AND CONDITIONS

- a. DHIA must own, have full access to and have the right to customize site code;
- b. Terms of proposal:
 1. Proposals should be addressed to Marco Li Mandri, Executive Director of the DHIA;
 2. Proposals must be submitted in a PDF to chris@newcityamerica.com by Friday, June 7th, 2019, no later than 3:00 pm;
 3. All proposals must include a statement of authorization to bid by a principal of the responding firm;
 4. Bidder status: bidder must disclose any relevant conflicts of interest and/or pending lawsuits;
 5. Proposal must include items listed under "Proposal to Include" (below); and
 6. No proposal, with attachments, shall be over 8 pages in length.

PREFERENCE FOR LOCAL COMPANIES

The DHIA Board prefers, however does not require local companies (San Francisco Bay Area) to bid on this proposal. However, the Board will consider any and all applications.

PROPOSAL TO INCLUDE

- a. Executive summary:
 1. Qualifications and experience: relevant case histories with screen shots and links to design and formatting examples.
- b. Project timeline;
- c. Break-down of cost by production hours, tools, functionalities and potential additional annual/maintenance fees;
- d. Biographies of all who will work on the account;
- e. Professional references; and
- f. If relevant, monthly maintenance services charges.

Submittal of Proposals

All bids should be submitted in in PDF format to chris@newcityamerica.com - **No later than 3:00pm on June 7th, 2019.** Please ensure that all bids are addressed to:

**The Downtown Hayward Improvement Association
c/o Marco Li Mandri, Executive Director
New City America
22650 Main Street, Hayward CA 94541**

Contractor's Representations:

The Contractor(s), by submitting a bid, represents that:

- a. The Contractor(s) has/have read and understands the contents of the RFP information pack and the bid is made herewith.

Award of Contract

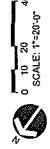
The award date of the contract is anticipated to be no later than July 1, 2019.

The DHIA Staff or Board reserves the right to accept, amend, reject or completely alter the use of a private contractor in this RFP process.

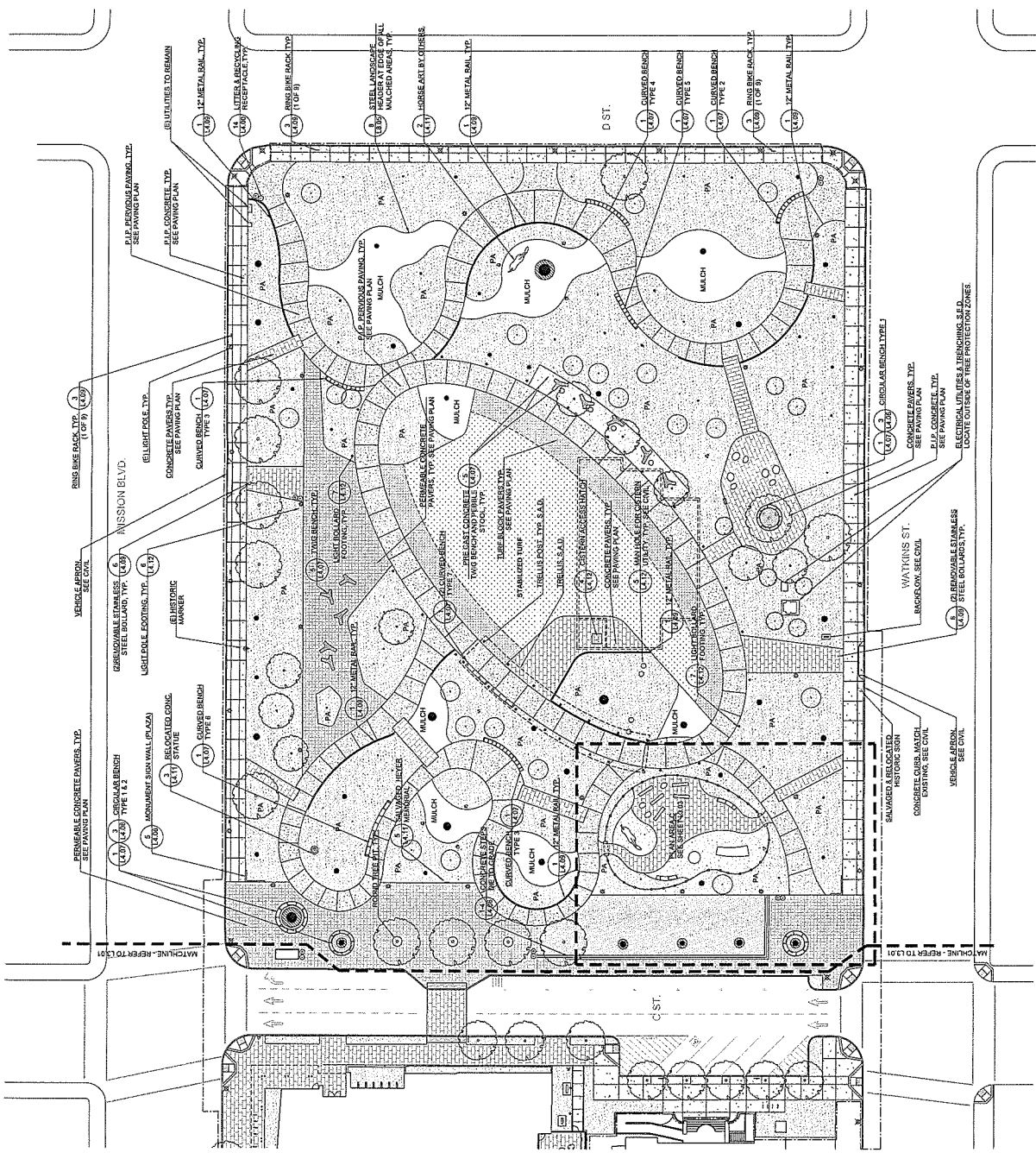


LEGEND

- (N) NEW TREE
- (R) TREE TO REMAIN
- (S) TREE TO BE REMOVED AND RELOCATED
- (E) ESTIMATED TRUNK DIAMETER AT GROUND
- (L) LIGHT POLE TO REMAIN
- (N) POLE LIGHT
- (L) LIGHT BOLLARD
- (E) EVENT LIGHT POLE
- (T) TREE UPLIGHT
- (P) PLANTING AREAS
- (P) PERMEABLE CONCRETE PAVERS
- (P) P.F. PERVIOUS CONCRETE
- (C) CONCRETE PAVERS
- (S) STABILIZED DECOMPOSED GRANITE
- (P) P.P. CONCRETE PAVING
- (T) TURF BLOCK PAVERS
- (T) TRUNCATED CONE PAVERS
- (R) ROCK MULCH IN TREE PIT



SEE SHEET L3.01 FOR SITE FURNISHING SCHEDULE



**AGREEMENT BETWEEN THE CITY OF HAYWARD
AND AGRICULTURAL INSTITUTE OF MARIN FOR A
CERTIFIED FARMERS MARKET IN THE CITY OF
HAYWARD**

THIS AGREEMENT, dated for convenience this first day of May, 2014, is by and between AGRICULTURAL INSTITUTE OF MARIN, a California nonprofit corporation, (hereinafter referred to as "Vendor") and the CITY OF HAYWARD, a municipal corporation (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Vendor has been operating a certified farmers market pursuant to an Agreement with the City since 1993, pursuant to agreements executed by the parties in 1993 and 2009; and

WHEREAS, the agreement executed by the parties in 2009 terminated May 1, 2014; and

WHEREAS, the parties wish to enter a new agreement for the operation of the certified farmers market in the City; and

WHEREAS, Vendor has applied for and the City intends to issue an encroachment permit ("Encroachment Permit") containing terms and conditions under which Vendor will be permitted to operate the farmers market at City Hall Plaza. A copy of the Encroachment Permit is attached hereto as **EXHIBIT A** and incorporated herein by reference. Vendor's use of the City Hall Plaza is controlled by both the Encroachment Permit and this Agreement; and

WHEREAS, the City, in support of the farmers market has agreed to waive its \$1,500.00 charge for the Encroachment Permit, as long as the Vendor is in compliance with the terms of the Encroachment Permit and this Agreement.

NOW, THEREFORE, Vendor and the City agree as follows:

AGREEMENT

1. Scope of Service

Vendor shall operate a farmers market, consisting of certified farmers, as that term is defined by the Department of Food and Agriculture of the State of California, and affiliated producers of products such as cheeses, honey and jams. The farmers market shall be held at least once a week during such specific times

as approved by City through the Encroachment Permit, as it may be amended from time to time.

Vendor shall maintain operation of the farmers market according to the terms of this Agreement and the Encroachment Permit, during the course of the whole year, and shall continue operation of the farmers market, until such time as either party terminates this Agreement or the Encroachment Permit expires or is revoked.

Vendor shall be under no obligation to conduct a market on any day or at any time for which City has not issued a permit to do so, or at any time a previously issued permit has been rescinded or revoked.

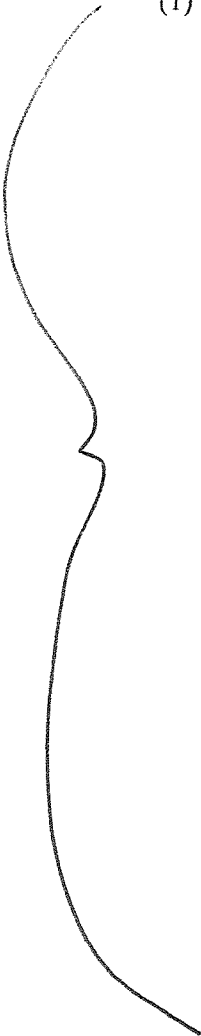
At its sole expense, Vendor shall operate a certified farmers market.

A. Use of City Owned Property

(1) City Hall Plaza

Vendor shall conduct the markets at City Hall Plaza and Watkins Street as shown on the approved operation plan and as described in the Encroachment Permit and in accordance with applicable provisions of state law and local ordinances. (See **EXHIBIT B: FARMERS MARKET SITE PLAN MAP.**)

Vendor will ensure that the City Hall Plaza and Watkins Street between B Street and C Street remains clean and free of debris, by (1) removing all garbage and debris and if necessary contract with Waste Management for garbage removal services; and (2) limiting products sold on the Plaza that will stain or damage the pavement. Vendor will ensure allocated space is cleaned thoroughly upon the closing of every farmers market. All space utilized by farmers market will be restored to its original state. Vendor shall take full responsibility of clean-up upon completion of the market, meaning all garbage and debris related to farmers market shall be collected and appropriately removed from site. However, vendor cannot be responsible for collecting garbage and debris inappropriately disposed of by general public. Under any circumstances, if the City incurs costs associated with cleaning up after the market, these costs shall be billed to the Vendor, who shall reimburse the City within 30 days. City may require Vendor to pay the cost of steam cleaning the area where the farmers market is conducted if, in the City's reasonable judgment, the damage was due to farmers market activities not to other activities and steam cleaning is necessary to maintain the area in its original condition. City and



not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City's City Manager.

6. Insurance

On or before any of the services or work called for by any term of this Agreement, Vendor at its own cost and expense shall obtain, carry and maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the City, the insurance specified in subsections (A) through (C) below with insurers and under forms of insurance satisfactory in all respects to the City. Vendor shall not allow any subcontractor to commence work on any subcontract until all insurance required of Vendor has also been obtained for the subcontractor. (See EXHIBIT E: CERTIFICATE OF LIABILITY INSURANCE.)

Add
DTHA

A. Workers' Compensation

Vendor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by the Vendor. In the alternative, Vendor may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.

B. Commercial General and Automobile Liability

At its own cost and expense, Vendor shall maintain commercial general liability insurance for the period covered by this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance form or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

E. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default.



11. Termination

A. Termination Without Cause

Either party may terminate this Agreement without cause upon forty-five (45) days' written notice to the other party.

B. Termination for Default

In the event of an uncured default, this Agreement shall terminate at the end of thirty (30) days after the injured party has delivered the written notice of default pursuant to Paragraph 10.B above.

12. Notices

Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Vendor: Executive Director
Agricultural Institute of Marin
400 Smith Ranch Road, Suite D
San Rafael, CA 94903

To City: City Manager
City of Hayward
777 B Street
Hayward, CA 94541-4262

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight (48) hours after having been deposited in the United States mail.