

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, October 24, 2022 - 7:00 PM

To attend in person:

Monday, October 24, 2022 – 7:00 pm
City Hall Council Chambers – 2nd Floor
City Hall, 333 – 90th Street
Daly City, CA 94015

To attend virtually via Zoom:

<https://bit.ly/dalycityoct24zoom>

To watch the live telecast:

Comcast Channel 27, <https://www.youtube.com/DalyCityVideoMeetings>, or <https://www.dalycity.org/agendas>

Public Participation:

There are three ways to submit public comment: (1) send written comments by 4:00 pm on meeting day, (2) attend the meeting in person, and (3) join to speak at the meeting via Zoom.

1. To submit a comment in writing, please email cityclerk@dalycity.org and write “Public Comment” in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:00 pm will be emailed to the City Council members prior to the meeting. Those comments received after 4:00 pm will be added to the record and shared with the City Council members following the public meeting. Comments are not read aloud into the record.
2. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chambers and submit to a Staff Member as early in the meeting as possible.
3. To speak at the meeting via Zoom, join at <https://bit.ly/dalycityoct24zoom>. Zoom will require an email address and name. The name entered will be visible online and will be used to notify you that it is your turn to speak. You may also join by visiting <https://zoom.us/join>. Enter meeting ID: 854 3480 5814, then enter email address and name. The meeting may also be accessed via telephone by dialing +1 669 900 6833 (Local). International numbers available: <https://us02web.zoom.us/j/85434805814>. Enter the meeting ID 854 3480 5814, then press #.

When you would like to speak on an item during the public comment portion of the meeting, you will need to use the “raise hand” feature in Zoom. Public comment is limited to two (2) minutes maximum, and speakers may only comment once per item. You must familiarize yourself with Zoom prior to joining the meeting. The City will not be providing technical support.

If you do not wish to speak, the City requests that you watch the livestream of the meeting on the City’s YouTube Channel at <https://www.youtube.com/DalyCityVideoMeetings>, the City’s agenda website at <https://www.dalycity.org/agendas>, or on local Channel 27 (Comcast).

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

AVAILABILITY OF PUBLIC RECORDS:

All public record to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk’s Office, City Hall located at 333 90th Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

1. Art & Lit Fest and Daly City Youth Poet Laureate - Aileen Cassinetto, 2019-2022 San Mateo County Poet Laureate & Victoria Magbilang, DCPLA Executive Director
2. San Mateo County Shared Micromobility Feasibility Study and Implementation Plan - Kim Weaver, C/CAG
3. Proclamation - Domestic Violence Awareness Month, Junior Flores - President of ALLICE Kumares and Kumpares
4. Proclamation - National Breast Cancer Awareness Month

APPROVAL OF AGENDA:

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

NOTE: Speakers are limited to two minutes, unless modified by the Mayor. The Council cannot take action on any matter raised under this item.

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the City Council. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the City Council. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Resolutions:

5. Adopt Resolution for the State Lands Commission Lease - Vista Grande
6. Set Time and Place for a Public Hearing on Community Development and Housing Needs, and Authorizing the Solicitation of Request for Proposals of CDBG Funds (**Set Hearing: 12/12/22**)
7. Commend Angela Padilla on the Occasion of Her Retirement
8. Adopt Memorandum of Understanding and Salary Schedule between the City of Daly City and Fire Management
9. Authorize the Purchase of Submersible Well Pump

Check Registers:

10. Check Registers for the Month of September 2022

END OF CONSENT AGENDA

PUBLIC HEARINGS:

11. Introduction of Ordinance Adding Chapter 9.58 - Re: Unlawful Possession of Used Catalytic Converter

STAFF: Cameron Christensen

RECOMMENDATION: Motion for City Attorney to Read by Title Only
Councilmember Introduce Ordinance

COMMUNICATIONS:

12. Developer Selection and Authorization to Prepare an Exclusive Negotiating Agreement for 1837 Junipero Serra Blvd. Daly City, California

STAFF: Tatum Mothershead

RECOMMENDATION: Council Determination

13. Parking Variance for Day Care Center at 92 Hill Street – Variance VARC-5-22-15962
 - A. Findings
 - B. EA (Categorical Exemption)
 - C. VARC-5-22-15962

STAFF: Brian Paland

RECOMMENDATION: Adopt Resolution by Roll Call Vote

14. Parking Variance for Restaurant Use at 6540 Mission Street – Variance VARC-5-22-15680
 - A. Findings
 - B. EA (Categorical Exemption)
 - C. VARC-5-22-15680

STAFF: Brian Paland

RECOMMENDATION: Adopt Resolution by Roll Call Vote

15. Appeal of Administrative Use Permit AUP-5-22-15728 AT&T Wireless Facility Use Permit Renewal and Modification, 1000 Crocker Avenue, Daly City (APN 004-450-130)
 - A. Findings
 - B. EA (Categorical Exemption)
 - C. AUP-5-22-15728

STAFF: Brian Paland

RECOMMENDATION: Adopt Resolution by Roll Call Vote

16. Report of Planning Commission Action Related to Zone Change ZC-09-21-015237 – Amendment to King Plaza Planned Development Zoning (PD 47)

STAFF: Michael Van Lonkhuysen

RECOMMENDATION: Council Determination

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

17. Council Committee
18. City Council
19. Staff

ADJOURNMENT:

Proclamation

Domestic Violence Awareness Month

October 2022

- WHEREAS,** the City of Daly City recognizes and participates in public awareness to support National Domestic Violence Awareness Month; and
- WHEREAS,** Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the organizations and individuals who provide critical advocacy, services, and assistance to victims; and
- WHEREAS,** on average, 24 people per minute are victims of rape, physical violence or stalking by an intimate partner in the United States which totals 12 million women and men over the course of a year; and
- WHEREAS,** the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and are sustained by societal indifference; and
- WHEREAS,** the crimes of domestic violence violate an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and
- WHEREAS,** oftentimes the victims of domestic violence are children, who can have lifelong repercussions from the emotional or physical trauma of being exposed to domestic violence; and
- WHEREAS,** domestic violence survivors and their advocates have rallied to the cause of victim justice.

NOW, THEREFORE, I, Roderick Daus-Magbual, Mayor, and members of the City Council, hereby proclaim **October 2022 as Domestic Violence Awareness Month** in the City of Daly City and encourage the Daly City community to stand together against domestic violence, to offer support and understanding to survivors, and to participate in domestic violence awareness activities.

Signed and sealed by the Mayor and City Council
of the City of Daly City this 24th day of October
2022.

Roderick Daus-Magbual, Mayor

Raymond A. Buenaventura, Vice Mayor

Pamela DiGiovanni, Councilmember

Juslyn C. Manalo, Councilmember

Glenn R. Sylvester, Councilmember

Proclamation

National Breast Cancer Awareness Month

October 2022

- WHEREAS,** October is National Breast Cancer Awareness Month, an annual campaign to raise awareness about the impact of breast cancer in women and men and honor those who have lost their battle to this terrible disease; and
- WHEREAS,** breast cancer is the second most common cancer affecting women. It is estimated 1 in 8 women will develop breast cancer over the course of their lifetime and 281,550 women will be diagnosed with breast cancer in the United States in 2021; and
- WHEREAS,** early detection is one of the most important strategies for treating breast cancer successfully, and regular screenings are the most reliable way to detect it early. There is renewed energy focusing on getting women to do the recommended screening schedule, before a cancer has spread and becomes less treatable; and
- WHEREAS,** the COVID-19 pandemic has disrupted many parts of our lives and has produced new deficits in breast cancer early detection. It is important to maintain scheduled screenings, doctor appointments, and treatments without delay while observing coronavirus safety measures; and
- WHEREAS,** we applaud the advocates, medical professionals, researchers and caregivers who dedicate their lives to making progress toward cures; and
- WHEREAS,** we stand in solidarity with breast cancer survivors across the country; and
- WHEREAS,** the Pink Ribbon has become the universal symbol of breast cancer, illustrating the cause, raising awareness, and bringing together women in solidarity. By wearing a simple piece of ribbon affixed with a pin, we are able to show our support for breast cancer awareness; and

NOW, THEREFORE, I, Roderick Daus-Magbual, Mayor, and members of the City Council, hereby proclaim **October 2022 as NATIONAL BREAST CANCER AWARENESS MONTH** in Daly City and urge all citizens to rise to the occasion of becoming involved with breast cancer awareness by learning the warning signs and what steps to take in order to help prevent fatalities related to breast cancer.

Signed and sealed by the Mayor and City Council
of the City of Daly City this 24th day of October
2022.

Roderick Daus-Magbual, Mayor

Raymond A. Buenaventura, Vice Mayor

Pamela DiGiovanni, Councilmember

Juslyn C. Manalo, Councilmember

Glenn R. Sylvester, Councilmember



City Council Agenda Report

Item # _____

Meeting Date: October 24, 2022

Subject: Resolution Approving and Authorizing Execution of Lease Agreement with the State Lands Commission Regarding the Vista Grande Drainage Basin Improvement Project (Lease No. 1364)

Recommended Action

Adopt Resolution approving and authorizing execution of lease agreement with the State Lands Commission regarding the Vista Grande Drainage Basin Improvement Project.

Background

The Vista Grade Drainage Basin Improvement Project is a groundwater storage and recovery project to address storm-related flooding in the Vista Grande Drainage Basin. The Vista Grande Drainage Basin is the watershed that drains an approximately 2.5 square mile area, which includes Daly City and unincorporated Broadmoor Village in northwestern San Mateo County, via an underground collection system that conveys flows to the Vista Grande Canal and Tunnel, and ultimately discharges into the Pacific Ocean. When large rainstorms occur, flows back up in the Canal, causing flooding in local neighborhoods and water flowing across John Muir Drive into Lake Merced.

On December 11, 2017, Daly City approved the Project, certified the Final EIR/EIS, and adopted the accompanying Mitigation Monitoring and Reporting Plan (MMRP). The Project will improve stormwater drainage and reduce flooding risk, provide a water source for Lake Merced, and improve recreational access and reduce litter deposition at the beach below Fort Funston.

Daly City requires a long-term lease (35 years) from the State Lands Commission because certain Project components are located on State lands. Project elements and work on State lands will include those along the Fort Funston beach, below the Pacific Ocean's mean high tide line. Within this area, Daly City will demolish and remove the existing ocean outlet, and remove and replace a segment of the existing 33-inch diameter submarine outfall pipeline. The State Lands Commission will consider the Lease Agreement (the "Lease") on October 25, 2022.

Fiscal Impact

No significant fiscal impact is anticipated. The City of Daly City is not required to issue monetary rent under the Lease, but the State reserves the right to, at any time, set a monetary rent if the State Lands Commission finds doing so is in the State's best interest.

Summary/Conclusion

Staff recommends that the City Council adopt the attached Resolution approving and authorizing execution of the Lease with the State Lands Commission regarding the Vista Grande Drainage Basin Improvement Project.

Resolution Approving and Authorizing Execution of Lease Agreement with the State Lands Commission Regarding the Vista Grande Drainage Basin Improvement Project (Lease No. 1364).

Meeting Date: October 24, 2022

Page 2 of 2

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Rose', followed by a horizontal line.

Rose Zimmerman
City Attorney

A handwritten signature in blue ink, appearing to read 'Joshua Cosgrove', followed by a horizontal line.

Joshua Cosgrove
Acting Director

Attachments:

Draft Resolution
Lease Agreement

(RESOLUTION NO. _____)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
APPROVING AND AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH THE
STATE LANDS COMMISSION REGARDING THE VISTA GRANDE DRAINAGE BASIN
IMPROVEMENT PROJECT (LEASE NO. 1364)

WHEREAS, the Vista Grande Drainage Basin Improvement Project (“Project”) is a groundwater storage and recovery project to improve stormwater drainage and reduce flooding risk, provide a water source for Lake Merced, and improve recreational access and reduce litter deposition at the beach below Fort Funston.

WHEREAS, on December 11, 2017, the City Council of the City of Daly City approved the Vista Grande Drainage Basin Improvement Project, certified the Final Environmental Impact Report/Environmental Impact Statement (Final EIR/EIS), and adopted the accompanying Mitigation Monitoring and Reporting Program (MMRP).

WHEREAS, Daly City requires a long-term lease from the State Lands Commission because certain Project components are located on State lands. Project elements and work on State lands will include those along the Fort Funston beach, below the Pacific Ocean’s mean high tide line. Within this area, Daly City will demolish and remove the existing ocean outlet and remove and replace a segment of the existing 33-inch diameter submarine outfall pipeline.

WHEREAS, the lease agreement between the City of Daly City and the State Lands Commission (the “Lease”) will allow for the use, repair, and maintenance of the existing 33-inch diameter sanitary sewer outfall pipeline with diffusers and all appurtenances thereto; the demolition and removal of a portion of the concrete outlet structure; the removal of abandoned concrete pipeline support structures; the installation, use, maintenance, and removal of a temporary sheet pile cofferdam; and temporary access during construction.

WHEREAS, the Lease will be for a term of thirty-five (35) years, beginning on October 25, 2022 and ending on October 24, 2057.

WHEREAS, the Lease will be considered by the State Lands Commission at its October 25, 2022 meeting.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Daly City that it does hereby:

1. Approve the Lease by and between the City of Daly City and the State of California, acting by and through the State Lands Commission, for the Vista Grande Drainage Basin Improvement Project, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.
2. Authorize Joshua Cosgrove, Acting Director of the City of Daly City Department of Water and Wastewater Resources, to execute the Lease for and on behalf of the

City of Daly City.

3. Find that the 2017 Final EIR/EIS included the Project components covered in the Lease and that no subsequent environmental review is required under Public Resources Code section 21166 or CEQA Guidelines section 15162.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2022, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Land Management Division
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitled to free recordation
pursuant to Government Code Section
27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 7282-006
County: San Francisco

LEASE 1364

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 3
Section 3	General Provisions
Exhibit A	Land Description
Exhibit B	Site and Location Map
Exhibit C	Mitigation Monitoring Program

SECTION 1: BASIC PROVISIONS

THE STATE OF CALIFORNIA ("Lessor"), acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **CITY OF DALY CITY**, acting by and through its **DEPARTMENT OF WATER AND WASTEWATER RESOURCES** ("Lessee"), those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

MAILING ADDRESS: City of Daly City
Department of Water and Wastewater Resources
153 Lake Merced Boulevard
Daly City, CA 94105

LEASE TYPE: General Lease - Public Agency Use

LAND TYPE: Sovereign

LOCATION: The Pacific Ocean, near Fort Funston, City and County of San Francisco as described in Exhibit A attached and by this reference made a part hereof.

LAND USE OR PURPOSE:

Use, repair, and maintenance of an existing 33-inch diameter sanitary sewer outfall pipeline with diffusers and all appurtenances thereto, the demolition and removal of a portion of the concrete outlet structure, the removal of abandoned concrete pipeline support structures; the installation, use, maintenance, and removal of a temporary sheet pile cofferdam; and temporary access during construction.

TERM:

35 years; beginning October 25, 2022; ending October 24, 2057, unless sooner terminated as provided under this Lease (the "Term").

CONSIDERATION:

The public health and safety; with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest.

LIABILITY INSURANCE:

Lessee: \$0

Contractor: General Liability Insurance in an amount no less than \$10,000,000 per occurrence; coverage to be maintained during construction activities.

SURETY BOND OR OTHER SECURITY

Lessee: \$0

Contractor: In an amount no less than \$550,000; to be maintained during construction activities.

SECTION 2: SPECIAL PROVISIONS

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED, OR SUPPLEMENTED AS FOLLOWS:

1. Lessee acknowledges that the land described in Exhibit A of the Lease is subject to the Public Trust and is presently available to members of the public for recreation, waterborne commerce, navigation, fisheries, open space, or other recognized

Public Trust uses and that Lessee's authorized activities and use of the Lease Premises shall not interfere or limit the Public Trust rights of the public.

2. Lessee acknowledges that the Lease Premises and adjacent upland are located in an area that may be subject to effects of climate change, including sea-level rise. To prepare for the potential effects of sea-level rise, including flood damage, erosion damage, tsunamis, and damage from waves and storm-created debris, the Lessee acknowledges and agrees to the following:
 - a. Hazards associated with sea-level rise may require additional maintenance or protection strategies regarding the improvements or proposed activities on the Lease Premises.
 - b. Consistent with Section 3, Paragraph 8, the Lessee assumes the risks associated with such potential hazards and agrees to be solely responsible for all damages, costs, and liabilities arising as a result of the impacts of such hazards on the Lease Premises. Any additional maintenance or protection strategies necessitated by such hazards may require additional approval by Lessor pursuant to Section 3, Paragraph 5(a) and be subject to environmental review.
3. In issuing this Lease and authorizing the improvements and activities described in Lease Section 1, Lessor is relying on the information and data provided by the Lessee in its application and accompanying materials. It is the responsibility of the Lessee to ensure that the information provided is accurate. If the information and data prove to be false, materially incomplete, or inaccurate, this Lease may be modified, suspended, or revoked, in whole or in part, and the Lessor may, in addition, institute appropriate legal proceedings to have the authorized improvements modified or removed from the Lease Premises in accordance with Section 3, Paragraph 12 of this Lease.
4. Lessee acknowledges and agrees to be bound by and fully carry out, implement, and comply with all mitigation measures and reporting obligations identified as the Lessee's or Responsible Party's responsibility as set forth in the Mitigation Monitoring Program ("MMP") attached hereto as Exhibit C and by this reference made a part of this Lease, or as modified by Lessor as permitted by law. The Lessee shall be responsible for all costs associated with the MMP.
5. Lessee shall submit a copy to Lessor of the Contractor's General Liability Insurance policy or other proof of coverage in the minimum amount specified in Lease Section 1 within 60 days of contract award. The insurance coverage shall name the State of California as an additional insured and reference the Lease number, Lease 1364. "Contractor" shall mean a construction contractor retained by Lessee to perform the work described in this Lease.

6. Lessee shall submit a bond or other surety in the minimum amount specified in Lease Section 1 at least 15 days prior to commencement of construction. The surety shall be released upon Lessee's request following Lessee's issuance of a Notice of Project Completion or other satisfactory notice provided to Lessor's staff.
7. At least 24 hours prior to and during construction activities, Lessee shall post and maintain warning signs and barriers to minimize potential hazards to the public including but not limited to safety fencing from the beach access point to the construction zone. Public safety warning signs shall be installed on all seasonally exposed pipelines.
8. Lessee shall maintain a current National Pollutant Discharge Elimination System (NPDES) permit, to the extent required on the Leased Premises by the Clean Water Act (33 U.S.C. §§ 1251 et seq.), during the term of the lease.
9. At least sixty (60) days prior to start of any construction/demolition activities in the Lessor's jurisdiction, Lessee shall provide the following for Lessor's review:
 - a. A final set of engineering design drawings marked "as issued for construction", and certified (stamped, signed, and dated) by a California registered Civil/Structural Engineer, showing details of the Vista Grande Drainage Basin Improvement project (Project) in the Lessor's jurisdiction in both plan view and profile that includes but is not limited to full removal of abandoned structures, installation of new piers and new submarine outfall pipeline segment, the existing piers/submarine outfall pipeline segment/structure/utilities, temporary sheet piles or cofferdam, etc. The drawings shall also include a depiction of the Lease Premises relative to the work area.
 - b. A construction contractor's work execution plan providing details of construction methods and procedures to be employed for each significant work activity, manpower, equipment, vessels (if applicable), safety procedures, and site restoration for the work in the Lessor's jurisdiction. Dumping of any debris into State waters is not allowed; provided, however, that this prohibition does not apply to discharges of dredged or fill material authorized by permits issued by the San Francisco Bay Regional Water Quality Control Board or U.S. Army Corps of Engineers.
 - c. A set of approved contractor's welding procedures, current and qualifying welder's certificates, and welding inspection and quality control program and procedures.
 - d. Details of the hydrostatic testing procedures for the new submarine outfall pipeline segment that include test pressure, duration, passing criteria, pressure rating of the new pipe segment, etc.

- e. A project-specific hazardous spill contingency plan. The plan shall include, but not be limited to, anticipated spill scenarios, response procedures to be implemented, specific designation of the onsite person with responsibility for implementing the plan, onsite spill response materials/tools/equipment, and spill notification protocol. It shall also include a complete list of the agencies (with telephone number) to be notified in case of a spill, including but not limited to California State Lands Commission's 24-hour emergency notification number (562) 590-5201, California Governor's Office of Emergency Services (Cal OES) contact number (800) 852-7550.
 - f. A critical operations and curtailment plan. This plan will define the limiting conditions of sea state, wind, or any other weather conditions that exceed the safe operation in the water, that hinder potential spill cleanup, or that in any way pose a threat to personnel or the safety of the environment. The plan needs to provide for a minimum ongoing five (5) day advance favorable weather forecast during in-water operations. The plan also needs to identify the onsite person with authority to determine critical conditions and suspend work operations when needed.
 - g. A construction schedule showing all significant work activities that will take place during the course of construction in the Lessor's jurisdiction.
10. At least fifteen (15) days prior to start of any work or construction in State waters, a Local Notice to Mariners shall be submitted to the U.S. Coast Guard (USCG). A copy of the published Notice shall be filed electronically by the Lessee with the Lessor immediately.
11. Work shall be carried out in conformance with all applicable federal, state, and local regulations, requirements, and current industry standards.
12. For any work/construction activities within the Lessor's jurisdiction, Lessee shall report to Lessor the work/construction activities with weekly job logs electronically before Monday the following week. During installation of the new piers, the weekly job logs shall record the actual embedment depths in very dense Merced Formation.
13. Any vehicles, equipment, or machinery to be used on the Lease Premises are limited to those which are directly required to perform the authorized use and shall not include any vehicles, equipment, or machinery that may cause damage to the Lease Premises or lands subject to Lessor's jurisdiction.
14. No vehicle or equipment refueling, maintenance, or repairs will be permitted within the Lease Premises or lands subject to Lessor's jurisdiction.

15. Lessee acknowledges and agrees that Lessor shall not be responsible for any damages to any property, including but not limited to, any vehicles, equipment, machinery, or tools within the Lease Premises or lands subject to Lessor's jurisdiction.
16. Within sixty (60) days following Notice of Completion of the Project from Lessee's City Council, Lessee shall provide post-construction project verification including:
 - a. A set of "as-built" construction plans, certified (stamped, signed, and dated) by a California registered Civil/Structural Engineer, showing all design changes or other amendments to the construction as originally approved.
 - b. Certified copies of all completed pipeline integrity test results (hydrotests, gauging runs, etc.) including copies of any failed test results with an explanation of the reason for failure.
 - c. A post-construction written narrative report confirming completion of the project with discussion of any significant field changes or other modifications to the approved design or execution plan, and providing details of any extraordinary occurrences such as spill incidents, accidents involving serious injury or loss of life. The report shall also include written confirmation of site clean-up verification with videography/photography records.
17. No later than December 31, 2022, Lessee shall conduct an integrity assessment, certified by a California registered Civil/Structural Engineer, of the existing submarine outfall pipeline to confirm its fitness for purpose and continued use. No later than December 31, 2027, and at least once every five (5) years thereafter, Lessee shall conduct an integrity assessment, certified by a California registered Civil/Structural Engineer, of the existing and new submarine outfall pipelines installed. Additionally, Lessee shall conduct such assessments when warranted by extraordinary circumstances such as an accident, tsunami or a significant seismic event. The assessment schedule may be modified by mutual agreement among the parties hereto. Within sixty (60) days of each assessment completion, and at no cost to Lessor, Lessee shall submit Lessor copies of the results of integrity assessment, including reports, findings, and recommendations.
18. No later than December 31, 2022, and at least once every two (2) years thereafter, Lessee shall conduct an external inspection of the submarine sewer outfall pipeline along with its diffuser ports and anchoring system. Repair for the submarine diffusers as recommended in the 2021 outfall inspection report prepared by DRS Marine, Inc. shall be implemented as soon as possible. Additionally, Lessee shall conduct such inspections when warranted by extraordinary circumstances such as an accident, tsunami or a significant seismic event. The assessment schedule may be modified by mutual agreement among the parties hereto. Within sixty (60) days of each inspection completion and at no cost to Lessor, Lessee shall submit Lessor copies of the results of external inspections, including reports, findings, and

recommendations.

19. The placement of any temporary structures, working platforms, piles, construction work barges, work ramps, and warning signs and buoys shall be removed from the lease premises at the completion of the project. Lessee shall submit photographs and other verification documents to Lessor evidencing such removal within 30 days of completion.
20. The Lessee shall agree to indemnify, hold harmless, and, at the option of the Commission, defend the Commission, its officers, agents, and employees against and for any and all liability, claims, damages, or injuries of any kind and from any cause arising out of or connected in any way with any actions by Lessee and its contractors and consultants regarding this Public Agency Use, except to the extent that such liability, claims, damages or injuries are due to the negligence or willful misconduct of the Commission, its officers, agents or employees.
21. **NEW LEASE/RESTORATION OF THE LEASE PREMISES APPLICATION:** Lessee agrees to submit no later than two (2) years prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new lease for the continued use of the Lease Premises, or (b) a plan for restoration of the Lease Premises to be completed no later than the expiration of the lease term, pursuant to Paragraph 13 of Section 3, General Provisions, of this Lease.
22. All construction activities shall be carried out in accordance with all applicable safety regulations, permits, and conditions of other involved agencies.
23. Any tools/equipment or debris that fall into State waters shall be promptly and entirely removed if the placement of such tools/equipment or debris is not authorized by permits issued by the San Francisco Bay Regional Water Quality Control Board or U.S. Army Corps of Engineers.
24. All future repairs or structural modifications to any part of the facility within the Lease Premises will require prior review and approval of the Commission, which approval shall not be unreasonably withheld, conditioned or delayed. In the event of an urgent repair requiring immediate action, staff may be contacted at the Commission's 24-hour emergency notification number (562) 590-5201.
25. **REIMBURSEMENT OF STAFF EXPENSES:**
 - a) **REIMBURSEMENT OBLIGATION:** Lessee shall reimburse any and all reasonable expenses incurred by Lessor or its staff in managing the Lease. This does not create an obligation for Lessor to perform any specific work or provide any specific services. Lessor assumes no liability for the work contemplated. The parties agree and acknowledge that this does not create an employment or fiduciary relationship. Any work performed by Lessor shall be done within Lessor's duties and obligations as a public agency. Lessor retains ownership of any work

product created and retains full discretion to act in the best interests of the State in managing and monitoring this Lease.

- b) SCOPE OF WORK: Lessor's staff shall perform work required to manage the Lease including, but not limited to, reviewing submittals required by the Lease. Such work includes any staff costs for review of reports, surveys, and plans.
- c) ESTIMATED REIMBURSEMENT COSTS: The estimated total cost for the work is Twenty-Five-Thousand Dollars (\$25,000) ("Estimated Total Cost").
 - Land Management Review: \$10,000
 - Engineering Review: \$15,000
- d) EXPENSE DEPOSIT AND BILLINGS: The total costs invoiced, including expense deposits, for the work authorized shall not exceed the Estimated Total Cost unless Lessor provides Lessee notice of such increase outlined below. Staff costs incurred by Lessor for the work described will be billed in arrears on a monthly basis. All payments are due thirty (30) days from the date of the invoice. Lessor reserves the right to demand an expense deposit equal to the Estimated Total Cost less any funds already paid for the remaining term of the Lease at any time by providing thirty (30) days written notice of such demand.
- e) ADDITIONAL COSTS: In the event the actual costs for managing and monitoring compliance of the Lease will exceed the Estimated Total Cost, Lessor will provide written notice to Lessee. Such notice will estimate the additional funds needed for the remaining term and state the amount, if any, that Lessee must deposit. Upon notice, Lessee shall have the option to dispute or accept the increase with all the terms and conditions of the Lease remaining unchanged and in effect. Lessee shall inform Lessor within five (5) business days of receiving notice of the cost increase of any intent to dispute the increase. If Lessee agrees to the revised amount or fails to respond as required herein, Lessee will be deemed to have accepted the increase and the Estimated Total Cost will automatically increase to the amount stated on Lessor's notice of additional costs (Revised Estimated Total Cost). Lessee will be billed for the balance of the Revised Estimated Total Cost.
- f) DISPUTES: Any dispute arising under or relating to Lessor's work which is not disposed of by agreement of Lessee and Lessor's staff shall be decided by Lessor's Executive Officer or designee, who shall reduce their decision to writing in regard to the dispute and shall transmit a copy thereof to Lessee within thirty (30) days of notice of the dispute. The decision of the Executive Officer or designee shall be final and conclusive, unless within thirty (30) days from the date of receipt of such copy, Lessee transmits to Lessor a written appeal. Said appeal shall be supported with specificity.

- i. In connection with any appeal proceeding under this clause, Lessee shall have an opportunity to be heard before the State Lands Commission within ninety (90) days of the receipt by staff of Lessee's written appeal and to offer evidence in support of its appeal. Pending the final decision of any such dispute, Lessee shall proceed in accordance with the written decision of the Executive Officer or designee, which is the subject of Lessee's appeal including the payment of invoices to the State.
 - ii. The procedure described herein shall not prejudice or deny Lessee's remedies at law. However, Lessee agrees to exhaust the procedure described herein before pursuing remedies at law. All amounts paid to the State under protest shall be held by the State in trust until the dispute is resolved.
- g) INVOICING AND PAYMENT: Lessee agrees to reimburse Lessor for all reasonable costs associated with lease management, including but not limited to the work and costs described in the Scope of Work above. Staff costs shall be computed in accordance with Section 8752 of the State Administrative Manual and shall include salaries and wages, related staff benefits, and administrative overhead. Invoices shall be mailed to Lessee at the address identified in Section 1 of this lease, unless otherwise directed in writing by Lessee. Payments shall reference the lease number, Lease 1364, and must be mailed to the following address:

California State Lands Commission
Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attention: Accounting

- h) NOTICES AND AUTHORITIES: Any notice or other written communications required or permitted may be personally delivered in writing, or may be sent by certified mail, return receipt requested, to the address stated above and shall, based on such delivery or sending, be deemed to have been effectively communicated. Any notice given other than as provided above, shall not be deemed to be effectively communicated until received in writing.

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SECTION 3

GENERAL PROVISIONS

1. GENERAL

In the case of any conflict between these General Provisions and Special Provisions found in Section 2, the Special Provisions control.

2. DEFINITIONS

For the purposes of this Lease, the following terms shall be defined as stated below:

"Additions" shall be defined as any use or Improvements other than those expressly authorized in this Lease.

"Alterations" shall be defined as any material change in the size, scope, density, type, or nature of Improvements on the Lease Premises from what is authorized in this Lease. Alterations shall also include any modifications, alterations, or renovations of the land or waterways on the Lease Premises other than those authorized by this Lease.

"Breach" shall be defined as a party's unjustified or unexcused nonperformance of a contractual duty the party is required to immediately perform.

"Damages" shall include all liabilities, demands, claims, actions or causes of action whether regulatory, legislative or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term "Damages" also includes, expressly, those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.

"Default" shall be defined as a material Breach of magnitude sufficient to justify termination of the Lease.

"Environmental Law" shall be defined as and include all federal, state, and local environmental, health, and safety laws, statutes, ordinances, regulations, rules, judgments, orders, and notice requirements, which were in effect as of the date of execution of this Lease or are subsequently enacted and lawfully applied hereto, which regulate or relate to (a) the protection or clean-up of the environment; (b) the use, treatment, storage, transportation, handling or disposal of hazardous, toxic or otherwise dangerous substances, wastes or materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; (e) the health and safety of persons or property; or (f) imposition of liability with respect to any of the foregoing, including without limitation, the California Environmental

Quality Act (CEQA) [PRC §§ 21000 et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 et seq.]; the Clean Air Act [42 USCS §§ 7401 et seq.]; the Safe Drinking Water Act [42 USCS §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Water C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above.

"Hazardous Material" shall be defined as and include any substance which falls within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, pollutant, or contaminant, under any Environmental Law.

"Improvements" shall be defined as any modification, alteration, addition, or removal of any structure , and any other action which serves to change the condition of the Lease Premises from the natural state whether situated above, on, or under the Lease Premises.

Improvements include, but are not limited to buildings, structures, facilities, decks, docks, wharves, piers, walks, curbs, bridges, buoys, landscaping, roadways, shoreline protective structures of all types, foundations, pilings or similar support structures whether above or below the water line, fences, utilities, pipelines, and any other construction of any type situated on the Lease Premises.

"Lease" shall be defined as this lease contract together with all amendments and exhibits.

"Lease Premises" shall be defined as the area of land, together with any improvements located thereon, the use and occupancy of which is authorized by this Lease.

"Lessor" shall be defined as the state of California, acting by and through the California State Lands Commission, including the Commissioners, their alternates and designates, the Executive Officer, and the staff of the California State Lands Commission.

"Regulatory Agency" shall include any Federal, State, County, Municipal, or Local agency having jurisdiction over the Lease Premises.

"Repairs" shall be defined as all work of any kind made to maintain, change, restore, strengthen, replace, alter, or otherwise affect any Improvement on the Lease Premises.

"Residence" shall be defined as any Improvement, whether permanent, movable, or temporary, or a portion thereof, which is for the time being a home or place of lodging. A Residence includes any Improvement affixed to the land such as trailers or cabins, built on a raised foundation such as stilts or pilings, and floating residences such as boats, barges, arks, and houseboats, and any combination of such Improvements which provide residential accommodations to the Lessee or others. "Residence" shall not include transitory, intermittent, recreational use of facilities such as campgrounds.

"Residential Use" shall be defined as Improvements such as, but not limited to, sundecks, and sunrooms which are extensions of, or additions to, the upland property and are not water-dependent uses. Although the various uses or Improvements which may fall under this definition may vary by geographic area, lease type, or other factors, it is the intention of the parties to include in this definition all uses and Improvements which are not water-dependent but residential in nature, or those uses and Improvements which are not consistent with common law public trust principles and values.

3. CONSIDERATION

(a) Absolute Triple Net Lease

This Lease is an absolute triple net lease, pursuant to which Lessor has no obligation with respect to the payment of taxes, insurance, the cost of maintenance, utilities and repairs or other costs or obligations associated with the Leased Premises, except as expressly stated herein.

(b) Rent

Lessee agrees to pay Lessor rent as stated in this Lease, in annual installments, for the use and occupancy of the Lease Premises. The first installment shall be due on or before the beginning date of this Lease and all subsequent installments shall be due on or before each anniversary of its beginning date during each year of the Lease term, or as otherwise provided in this Lease. Said sums shall be paid in lawful money of the United States of America. Lessee shall send said rent to the mailing address of Lessor. Timeliness of receipt of remittances sent by mail shall be governed by the postmark date as stated in Government Code Section 11002. Invoices for rent due may be provided by Lessor as a courtesy. Lessor's failure to, or delinquency in, providing invoices shall neither excuse Lessee from paying rent, nor extend the time for paying rent.

(c) Modification

Lessor may modify the method, amount, or rate of rent effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary of the beginning date. No

such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date of the increase, whichever provides a greater notice period.

If the consideration for this Lease is based on a percentage of income, royalties, profits, or any similar business performance indicators, Lessee shall provide Lessor with financial statements and all other documents necessary to determine the relevant basis for income.

(d) Penalty and Interest

Any installments of rent accruing under this Lease not paid when due shall be subject to a delinquency charge equal to five percent (5%) of the principal sum due. Annual payments shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

(e) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the Lessor, at its sole discretion, determines that such action is in the best interest of the State. Lessee's assignment or transfer of this Lease pursuant to Section 3, Paragraph 11 below to any third party which results in royalties, profits, or any form of compensation, whether monetary or otherwise, shall give Lessor the right to reevaluate the requirements of this Lease as stated in Section 3, Paragraph 11. Lessee shall be given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered and at least thirty (30) days' notice prior to the effective date that this Lease is converted to a monetary rental.

(f) Place for Payment of Rent

All rent that becomes due and payable under this Lease shall be paid to Lessor in person or by United States mail at the Sacramento Offices of the California State Lands Commission, currently at 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825-8202, or at any other place or places that Lessor may designate by written notice to Lessee. Alternately, Lessee may contact Lessor's accounting department for Lessor's current practices for payment by credit card or electronic fund transfer.

4. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary or title claims which may be asserted presently or in the future.

5. LAND USE

(a) General

(1) Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the Improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later.

(2) All demolition, construction, remodeling, reconstruction, maintenance, repairs, removal, or remediation performed on the Lease Premises at any time by Lessee shall first be authorized by all appropriate Regulatory Agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and shall be solely responsible for all costs incurred thereby. In addition, Lessee shall obtain and comply with preventative or remedial measures required by any environmental reports, assessments, or inspections, including, but not limited to those required by the California Environmental Quality Act and/or the National Environmental Policy Act, or as otherwise required by law or reasonably requested by Lessor. Nothing in this Lease shall be interpreted as a pre-approval of any permit, certification, or any other precondition required for the use of the Lease Premises.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration. Lessee's discontinuance of such use for a period of ninety (90) days shall be presumed to be an abandonment unless Lessee demonstrates to Lessor's satisfaction that Lessee's use of the Lease Premises is consistent with similarly situated properties. In the event of an abandonment, Lessor may elect to terminate the Lease as provided in Section 3, Paragraph 12(a)(3) below. Abandonment of the Lease Premises shall not relieve Lessee of any obligations under this Lease.

(c) Repairs and Maintenance

(1) Lessor shall not be required to make any Repairs in, on, or about all or part of the Lease Premises. Lessee shall, at all times during the term of this Lease and without any cost or expense to Lessor, keep and maintain the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition.

(2) Lessee shall make, or cause to be made, any Repairs which may be required by any Regulatory Agency. Lessee shall observe and comply with, any law, statute, ordinance, plan, regulation, resolution, or policy applicable to the Lease Premises in making such Repairs. All work shall be performed with reasonable diligence, completed within a reasonable time, and performed at the sole cost and expense of Lessee.

(3) Lessee expressly accepts the Lease Premises "as is" and expressly acknowledges that:

- (i) Lessor has made no representations or warranties as to the suitability of the Lease Premises for any Improvements. Lessee shall conduct all tests necessary to determine the suitability of the Lease Premises for any proposed use or Improvements authorized; and
- (ii) Lessor has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to any applicable building codes, zoning ordinances, or other regulations. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for the Lessee's intended use; and
- (iii) Lessee shall neither be entitled to any reduction in rent, nor any extension of the terms of this Lease because of damage to or destruction of any Improvements on the Lease Premises.
- (iv) Lessee and Lessor agree that any Improvements on the Lease Premises constitute the personal property of Lessee and that fixture law does not apply.

(4) In the event that the Lease Premises is partly, or in whole, comprised of tidal, submerged, or waterfront property, Lessee expressly accepts the hazards involved in using or improving such lands. Lessor is not responsible for, and Lessee shall not be reimbursed for nor receive any offset of rent for, any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards.

(d) Additions, Alterations, and Removal

No Improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor. Any Additions or Alterations are expressly prohibited. Lessee is also prohibited from any Additions or Alterations which cause a material change to the environmental impact on or around the Lease Premises.

(e) Enjoyment

This Lease is non-exclusive, and is subject to the provisions of Section 3, Paragraph 6 below. Lessee shall have the right to exclude persons from the Lease Premises only when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises.

(f) Discrimination

Lessee, in its use of the Lease Premises, shall not discriminate against any person or

class of persons on any basis protected by federal, state, or local law, including: race, color, creed, religion, national origin, sex, sexual orientation, gender identity, age, marital/parental status, veteran status, or disability.

(g) Residential Use

Unless otherwise provided for in this Lease, no portion of the Lease Premises shall be used as a location for a Residence, for the purpose of mooring or maintaining a structure which is used as a Residence, or for Residential Uses.

(h) Commercial Use

Unless otherwise provided for in this Lease, the Lease Premises is to be used by Lessee and Lessee's invitees or guests only. Use of the Lease Premises for commercial purposes; conducting a business, whether for profit or otherwise; and any subleasing, rental, or any transaction whereby Lessee directly or indirectly receives compensation from a third party in exchange for use of the Lease Premises shall constitute an immediate Default of this lease with no cure period.

6. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY

(a) Reservations

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber, minerals, and geothermal resources as defined under Public Resources Code sections 6401, 6407, and 6903, respectively; the right to grant and transfer the same; as well as the right to grant leases in and over the Lease Premises which may be necessary or convenient for the extraction of such natural resources, so long as such leases do not interfere with Lessee's use of the Lease Premises. Such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all Improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose that does not interfere with Lessee's use of the Lease Premises and is not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

The Lease Premises may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of the condition or fitness of the land for the stated or intended purpose.

7. RULES, REGULATIONS, AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any Regulatory Agency. Occupancy or use of the Lease Premises provides no exemption from applicable regulations including, but not limited to, federal, state, county and local regulations, regulations promoting public health, safety, or welfare, building codes, zoning ordinances, and sanitation regulations. Lessee expressly acknowledges that Regulatory Agencies have jurisdiction over the Lease Premises unless such laws are in direct conflict with state law or public trust principles.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements. Lessee expressly acknowledges that issuance of this Lease does not substitute for, or provide preference in obtaining authorizations from, other Regulatory Agencies.

(c) Taxes

(1) In addition to the rent due under this Lease, Lessee accepts responsibility for and shall pay any and all real and personal property taxes, including possessory interest taxes, assessments, special assessments, user fees, service charges, and other charges of any description levied, imposed on, assessed, or associated with the leasehold interest, Improvements on the Lease Premises, any business or activity occurring on the Lease Premises, the Lease Premises itself, or any portion thereof, levied by any governmental agency or entity. Such payment shall not reduce rent due Lessor under this Lease and Lessor shall have no liability for such payment.

(2) In the event that this Lease commences, terminates or expires during a tax year, Lessee shall pay the taxes for the period of such year during which this Lease was in effect.

(3) Any and all taxes and assessments and installments of taxes and assessments required to be paid by Lessee under this Lease shall be paid when due and the official and original receipt for the payment of such tax, assessment, or installment shall be delivered to Lessor upon request.

(4) Lessee shall indemnify and hold Lessor, the Lease Premises, and any Improvements now or hereafter located thereon, free and harmless from any liability, loss, or Damages resulting from any taxes, assessments, or other charges required by this Lease to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

8. INDEMNITY

(a) Lessee's use of the Lease Premises and any Improvements thereon is at Lessee's sole and exclusive risk.

(b) In addition to any other obligation to indemnify Lessor as otherwise provided in this Lease, except to the extent caused by the sole negligence and/or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees incurred by Lessor, specifically including, without limitation, any Damages arising by reason of: (1) the issuance, enjoyment, interpretation, or Breach or Default by Lessee, of this Lease; (2) the challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) the death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) the unmaintained condition of the Lease Premises, or Improvements on the Lease Premises; (5) negligent act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) any work performed on the Lease Premises or material furnished to the Lease Premises not in accordance with standard engineering and design principles; (7) Lessee's failure to comply with any material legal or other requirement validly imposed on Lessee or the Lease Premises by a Regulatory Agency.

(c) The reimbursement provisions of this Paragraph 8 shall not apply to any claims, litigation, or other actions which may be brought by either Lessee or Lessor against each other.

(d) Nothing in this paragraph shall be construed as requiring that Lessor defend itself against all or any aspect of any challenge to this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.

(e) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises that Lessee is aware of.

9. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements.

(b) The insurance policy shall identify the Lease by its assigned number. The specific Improvements shall also be generally identified, as well as their location on state owned property. The coverage provided shall be primary and non-contributing. Lessee shall keep such policy current. Lessor shall be named as a "certificate holder" and/or an "additional interest" on the policy. Lessee shall provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee shall provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason.

10. SURETY BOND

(a) When required by Section 1 of this Lease, Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California, California State Lands Commission as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need for security. The surety bond or other security device may be increased on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary without prejudice to its right to effect such modification on the next or any succeeding fifth

anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the bond or security is considered, or thirty (30) days' notice prior to the effective date of the increase, whichever provides more notice.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee must first seek approval of Lessor before changing the type of security device used, or the bond holder.

11. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(1) Notwithstanding the foregoing prohibition against transfer and assignment, the Lease may be transferred by Lessee if the transfer is caused by the death of a spouse and the full interest of the deceased spouse is transferred to a surviving spouse; or the transfer is caused by the dissolution of the marriage of Lessee and the full interest of one of the spouses is transferred to the other spouse. In the event of such a transfer, Lessor shall be notified in writing within 30 days of the transfer.

(2) Notice to Lessor of Successor Trustee(s): In the event this Lease is held in trust, and the Lessee is a trustee thereof, the substitution or succession of a new trustee shall not be an assignment or transfer for the purposes of this Paragraph. Lessee (and by operation of law, any successor trustee) agrees to provide prompt notice to Lessor of any succession or substitution of trustee in accordance with Paragraph 16(c) of General Provisions, no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a business entity, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of substantially all the assets of Lessee. If Lessee is a publicly traded entity, transfers of interests in Lessee shall not constitute an assignment requiring the consent of Lessor.

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands appurtenant to adjoining littoral or riparian land, Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give not less than 90 days' prior written notice to Lessor;

(2) Provide the name, complete business organization, operational structure, and formation documents of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee.

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

(6) Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party. Lessor may reevaluate the rent, insurance and/or bond provisions of this Lease, and may condition its approval of the proposed assignment, sublease, hypothecation, mortgage, or other transfer on the party's acceptance of the new terms. Lessee's rights stated in this paragraph shall apply regardless of whether the proposed transfer coincides with a regular rent review period as stated in Section 3 Paragraph 3(c) above.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions imposed by a separately negotiated encumbrancing agreement.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported by Lessee on the Lease Premises during Lessee's tenancy.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7, 9, 11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all Defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary Defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary Defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

(i) In the event of any transfer or assignment, under this Paragraph 11 or by any other means authorized by this Lease, the Lease terms shall be for the remaining years existing on the Lease prior to the transfer or assignment. A transfer or assignment shall not extend the term of this Lease.

12. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a Default of this Lease:

(1) Lessee's failure to make any payment of rent, royalty, or other consideration as required under this Lease; or

(2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease; or

(3) Lessee's abandonment of the Lease Premises (including the covenant for continuous use as provided for in Paragraph 5(b)) during the Lease term; or

(4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements; or

(5) The maintenance of the Lease Premises in violation of, or failure to comply with, any applicable provisions of any Regulatory Agency or Environmental Law, or maintenance of the Lease Premises in a condition constituting nuisance; or

(6) Lessee's Failure to commence to construct and to complete construction of the Improvements authorized by this Lease within the time limits specified in this Lease.

(7) Lessee is found to sublet or otherwise surrender daily management and control of the Lease Premises to a third party without the knowledge, expressed written consent or authorization of the Lessor.

(b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice shall constitute a Default of this lease. However, if the nature of Lessee's Default under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in Default if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Should Lessee Breach any term, covenant, or condition of this Lease under Paragraph 12(b) above three (3) times in any three hundred and sixty-five (365) day period, the third Breach will be a Default under this Lease and Lessor will be entitled to immediately terminate this Lease, and take other appropriate action. Lessor will provide written notice of each Breach as provided above, and provide written notice that future Breaches will constitute immediate Default with no cure period.

(d) Remedies

In the event of a Default by Lessee and Lessee's failure to cure such Default if such a cure period is applicable, Lessor may at any time and with or without notice do any one or more of the following in addition to any rights or remedies permitted by law:

(1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises; or

(2) Terminate this Lease and Lessee's right of possession of the Lease Premises by any lawful means. The termination shall not relieve Lessee of any obligation, monetary or otherwise, which has accrued prior to the date of termination. Such termination shall be effective upon Lessor's giving written notice and upon Lessee's receipt of such notice. Lessee shall immediately surrender possession of the Lease Premises to Lessor. Lessor shall be entitled to recover from Lessee all amounts to which Lessor is entitled pursuant to Section 1951.2 of the California Civil Code, or any other provision of law, including any necessary Repair, renovation, alteration, remediation, or removal of Improvements; or

(3) Maintain this Lease in full force and effect and recover any rent, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises, subject to the conditions imposed by Cal. Civil Code § 1951.2; or

(4) Exercise any other right or remedy which Lessor may have at law or equity.

(e) Determination of Rental Value

If rent under this Lease is calculated as a percentage of Lessee's income attributable to the Lease Premises and Lessee abandons the Lease Premises during some or all of the applicable period, then the reasonable rental value shall be the percentage of proceeds Lessor would have received had Lessee operated the Lease Premises in the usual and customary manner.

(f) Waiver of Rights

The failure or delay of either party to exercise any right or remedy shall not be construed as a waiver of such right or remedy or any Breach by the other party. Lessor's acceptance of any rent shall not be considered a waiver of any preexisting Breach by Lessee other than the failure to pay the particular rent accepted regardless of Lessor's knowledge of the preexisting Breach at the time rent is accepted.

13. RESTORATION OF LEASE PREMISES AND ENVIRONMENTAL MATTERS

(a) Restoration of Lease Premises

(1) Upon expiration or sooner termination of this Lease, Lessee must immediately surrender possession of the Lease Premises to Lessor. Prior to the time of surrender, Lessee must remove all or any Improvements together with the debris and all parts of any such Improvements at its sole expense and risk, regardless of whether Lessee

actually constructed or placed the Improvements on the Lease Premises; or if Lessee fails to remove such Improvements, Lessor, in its sole and absolute discretion, may itself remove or have removed all or any portion of such Improvements at Lessee's sole expense. Lessor may waive all or any part of this obligation in its sole discretion if doing so is in the best interests of the State.

(2) As a separate and related obligation, Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to the commencement of the Lease term. For purposes of this Lease, restoration includes removal of any landscaping; removal of any Hazardous Materials introduced by Lessee or its agents; and to the extent possible, undoing any grading, fill, excavation, or similar alterations of the natural features of the Lease Premises. Lessor may waive all or any part of this obligation in its sole and absolute discretion.

(3) Unless otherwise provided for in this Lease, Lessee shall submit to Lessor no later than one (1) year prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new lease for the continued use of the Lease Premises, or (b) a plan for the restoration of the Lease Premises to be completed prior to the expiration of the lease term together with a timeline for obtaining all necessary permits and conducting the work prior to the expiration of this Lease.

(4) In removing any or all Improvements, or conducting any restoration work, Lessee shall be required to obtain any permits or other governmental approvals as may then be required by any Regulatory Agency, including, without limitation, any Environmental Law.

(5) Lessor may, upon written notice, in its sole and absolute discretion, accept title to any or all Improvements at the termination of this Lease. Lessor shall notify Lessee that Lessor intends to take title to any or all Improvements within six (6) months of Lessee submitting a plan for restoration under Paragraph 13(a)(3)(b) above. If Lessor elects to take title to any such Improvements, Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such Improvements to Lessor free and clear of any liens, mortgages, loans, or any other encumbrances. Lessor shall not pay, and Lessee shall not be entitled to compensation for Lessor's taking title to such property.

(b) Environmental Matters

(1) Lessee's Obligations:

(i) Lessee will not use, occupy, or permit any portion of the Lease Premises to be used or occupied in violation of any Environmental Law. Lessee shall not

manufacture or generate or store Hazardous Material on the Lease Premises unless specifically authorized under other terms of this Lease.

(ii) Lessee shall practice conservation of water, energy, and other natural resources.

(iii) Lessee shall notify Lessor and the appropriate governmental emergency response agency or agencies immediately in the event of any release or threatened release of any Hazardous Material.

(2) Lessor may at any time during the Lease term, but not more than once every (5) years unless in response to a threatened or actual release of any Hazardous Material, require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Material generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency or agencies and shall further be responsible for removing or taking other appropriate remedial action regarding such Hazardous Material in accordance with applicable Environmental Law.

(3) Environmental Indemnity.

Lessee shall indemnify, defend, and hold Lessor and Lessor's, officer, appointees, volunteers, employees, agents, successors and assigns free and harmless from and against all Damages that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor in connection with or arising from any Breach of Lessee's obligations hereunder; or out of any violation by Lessee of any Environmental Law; or resulting in the imposition of any lien or claim for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials on the Lease Premises during the Lessee's tenancy, except to the extent that such Damages are caused by the negligence or willful misconduct of Lessor, its employees, or agents. This obligation shall include any prior leases between Lessor and Lessee and will continue through any periods Lessee is in holdover, unlawful detainer, or any subsequent month-to-month tenancies created by operation of law. Lessee's obligations hereunder will survive the expiration or sooner termination of this Lease.

(4) Violation of this section shall constitute grounds for termination of the Lease. Lessor, shall notify Lessee when, in Lessor's reasonable opinion, Lessee has violated the provisions of this section. Lessee shall immediately discontinue the conduct and respond within five (5) business days. Lessee shall take all measures necessary to

remedy the condition.

14. QUITCLAIM

Lessee shall, upon the early termination of this Lease and at Lessor's request, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, Lessor may record a written notice reciting such failure or refusal. This written notice shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

15. HOLDING-OVER

(a) This Lease shall terminate without further notice upon the expiration of the term of this Lease. Lessee shall have removed any Improvements and completed any restoration as required by Lessor prior to the expiration of this Lease, and shall surrender possession of the Lease Premises. Any failure by the Lessee to remove Improvements, restore the Lease Premises, and/or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof except as expressly provided in this Lease. If Lessee shall fail to surrender the premises upon the expiration of the term of this Lease, Lessee shall be deemed in unlawful detainer of the Lease Premises and Lessor shall be entitled to all resulting legal remedies.

(b) Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises instead of immediately taking legal action to recover possession of the Lease Premises. Any tenancy created by operation of law on Lessor's acceptance of rent shall be deemed a month-to-month tenancy regardless of what sum or sums Lessee delivers to Lessor. Except as set forth below, any subsequent tenancy created in this manner shall be on the same terms, covenants, and conditions set forth in this Lease insofar as such terms, covenants, and conditions can be applicable to a month-to-month tenancy.

(c) In recognition of the increased accounting, land management, and supervisory staff time required for month-to-month tenancies, the rent for each month or any portion thereof during such holdover period may be an amount equal to one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. In the event this Lease does not require monetary compensation, Lessor shall have the right to establish rent based on the fair market value of the Lease Premises. The month-to-month tenancy may be terminated by Lessee or Lessor upon thirty (30) calendar days' prior written notice to the other.

16. ADDITIONAL PROVISIONS

(a) **Waiver**

(1) No term, covenant, or condition of this Lease and no omission, neglect, Default or Breach of any such term, covenant or condition shall be deemed to have been waived by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing. No delay or omission of Lessor to exercise any right or power arising from any omission, neglect, Default or Breach of term, covenant, or condition of this Lease shall be construed as a waiver or any acquiescence therein.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition; of any successive Breaches of the same term, covenant, or condition; or of any other Default or Breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence for this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, personally delivered, sent by overnight courier, or sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and to Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease, its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The section and paragraph captions used in this Lease are for the convenience of the parties. The captions are not controlling and shall have no effect upon the construction or interpretation of this Lease.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

(j) Representations

Lessee agrees that, except as set forth in this Lease, no representations have been made by Lessor or by any person or agent acting for Lessor. Lessor and Lessee agree and acknowledge that this document contains the entire agreement of the parties, that there are no verbal agreements, representations, warranties or other understandings affecting this Lease, and Lessor and Lessee, as a material part of the consideration of this Lease, waive all claims against the other for rescission, damages, or otherwise by reason of any alleged covenant, agreement or understanding not contained in this Lease.

(k) Gender and Plurality

In this Lease, the masculine gender includes both the feminine and neuter, and the singular number includes the plural whenever the context so requires.

(l) Survival of Certain Covenants

All covenants pertaining to bond, insurance, indemnification, restoration obligations, Breach, Default, and remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

(m) Counterparts

This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original, all of which together shall constitute one and the same agreement.

(n) Delegation of Authority

Lessor and Lessee acknowledge Lessor as defined herein includes the Commission Members, their alternates or designees, and the staff of the Commission. The ability of staff of the Commission to give consent, or take other discretionary actions described herein will

be as described in the then-current delegation of authority to Commission staff. All other powers are reserved to the Commission.

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE 1364

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent, or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:

**CITY OF DALY CITY, DEPARTMENT OF
WATER AND WASTEWATER RESOURCES**

By: _____

Joshua Cosgrove

Title: Acting Director of Water and
Wastewater Resources

Date: _____

LESSOR:

**STATE OF CALIFORNIA
STATE LANDS COMMISSION**

By: _____

Robert Brian Bugsch

Title: Chief, Land Management Division

Date: _____

ATTACH ACKNOWLEDGMENT

Execution of this document was authorized
by the California State Lands Commission
on _____.

EXHIBIT A

LEASE 1364

LAND DESCRIPTION

Two parcels of tide and submerged lands lying in the bed of the Pacific Ocean, adjacent to fractional Section 34, Township 2 South, Range 6 West, MDM., as shown on Official Government Township Plat approved February 14, 1887, City and County of San Francisco, State of California, more particularly described as follows:

PARCEL 1 – Existing 33" outfall & disturbance area

BEGINNING at a point lying distant S 84°09'13" W 813.01 feet from Point Number 105 as shown on Record of Survey #8080 recorded in Book EE of Survey Maps, Pages 147-157, on April 14, 2014, Official Records of said City and County; thence from said point of beginning the following ten (10) courses:

- 1) N 40°46'42" W 123.24 feet;
- 2) S 42°52'27" W 44.80 feet;
- 3) N 44°04'03" W 126.01 feet;
- 4) S 88°33'22" W 40.08 feet;
- 5) S 1°25'58" E 11.11 feet to a point hereinafter referred to as Point A;
- 6) S 1°25'58" E 30.88 feet;
- 7) N 88°34'16" E 21.66 feet;
- 8) S 44°04'21" E 122.76 feet;
- 9) S 1°08'41" E 23.02 feet;
- 10) N 88°50'16" E 130.16 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying landward of the Ordinary High Water Mark of the Pacific Ocean.

PARCEL 2 – Existing 33" outfall

A strip of land 10 feet wide, lying 5 feet on either side of the following described centerline:

BEGINNING at Point A as described in above Parcel 1, said point lying on the centerline of an existing 33" wide outfall pipe; thence along the centerline of said pipe westerly 2,375 feet, more or less, to the end of said pipe and the terminus of said strip.

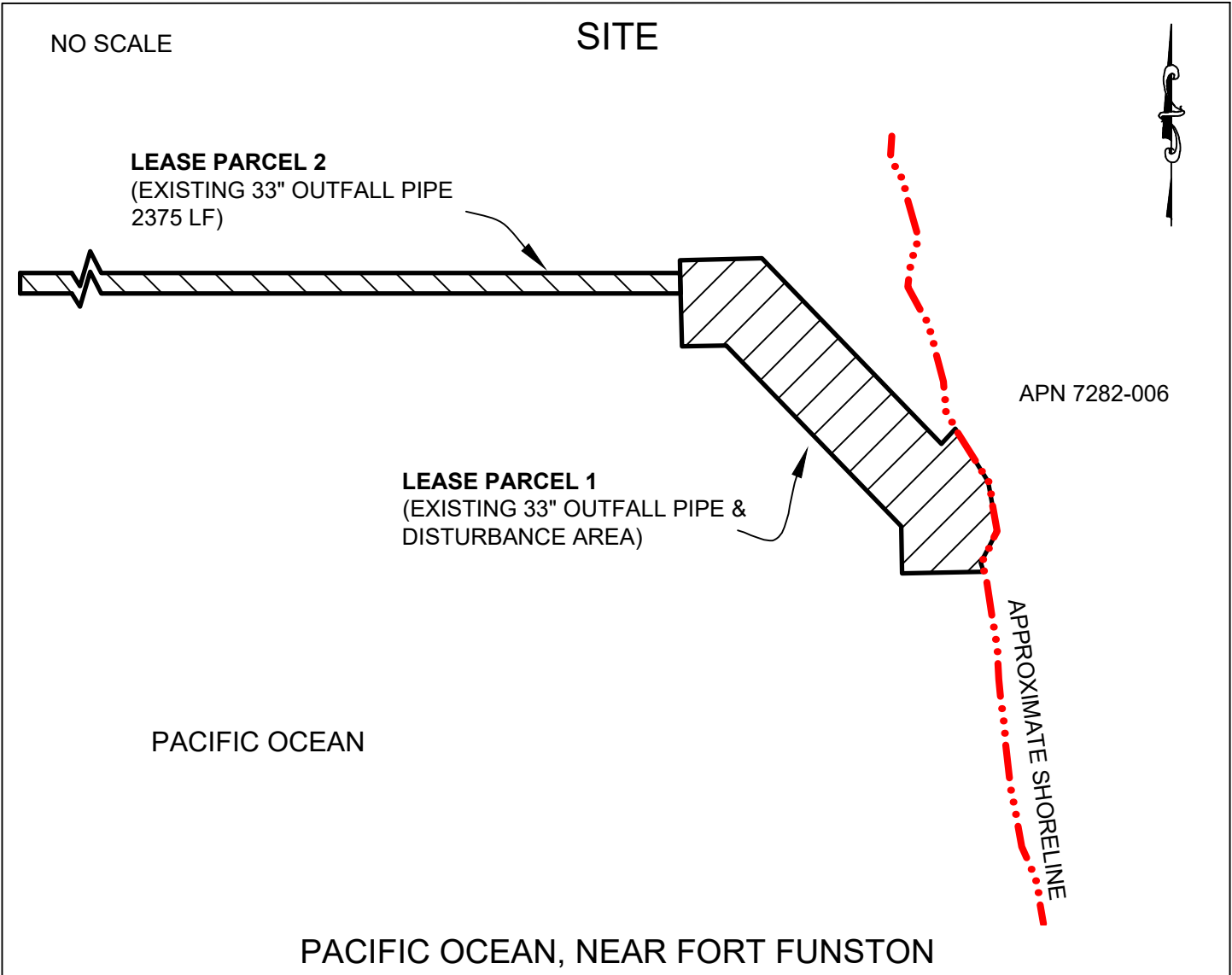
The sidelines of said strip shall be prolonged or shortened so as to begin at the westerly edge of the above described Parcel 1, and terminate at a point perpendicular to the terminus of said centerline.

The BASIS OF BEARINGS of this description is California Coordinate System of 1983, Zone 3, (epoch 2010.00). All distances are grid distances.

END OF DESCRIPTION

Prepared 4/23/2021 by the California State Lands Commission Boundary Unit.





PACIFIC OCEAN, NEAR FORT FUNSTON

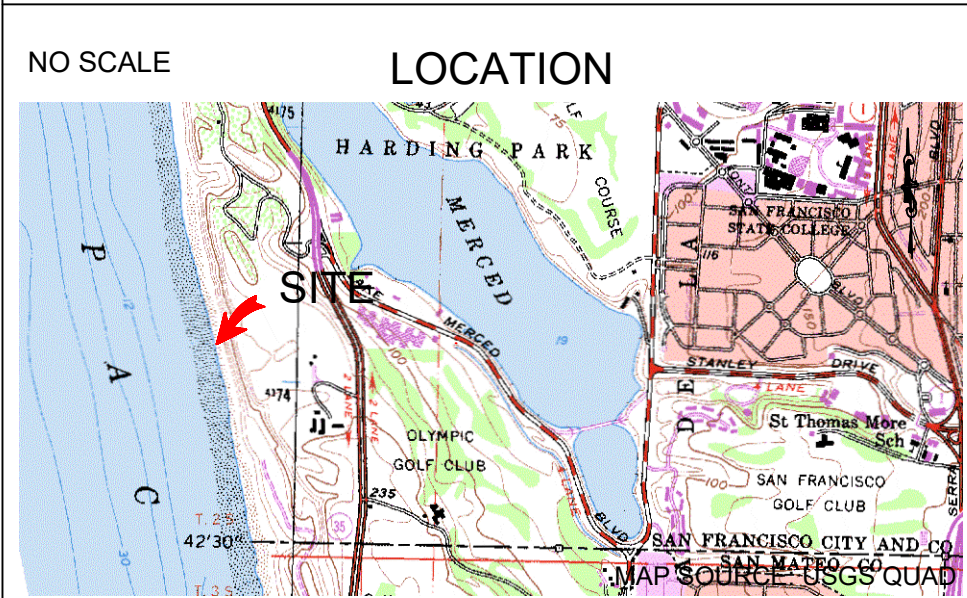


EXHIBIT B
LEASE 1364
CITY OF DALY CITY, DEPARTMENT
OF WATER AND WASTEWATER
RESOURCES
APN 7282-006
GENERAL LEASE -
PUBLIC AGENCY USE
SAN FRANCISCO COUNTY



THIS EXHIBIT IS SOLELY FOR PURPOSES OF GENERALLY DEFINING THE LEASE PREMISES, IS BASED ON UNVERIFIED INFORMATION PROVIDED BY THE LESSEE OR OTHER PARTIES AND IS NOT INTENDED TO BE, NOR SHALL IT BE CONSTRUED AS, A WAIVER OR LIMITATION OF ANY STATE INTEREST IN THE SUBJECT OR ANY OTHER PROPERTY.

EXHIBIT C
CALIFORNIA STATE LANDS COMMISSION
MITIGATION MONITORING PROGRAM
VISTA GRANDE DRAINAGE BASIN IMPROVEMENT PROJECT
(A 2716/PRC 1364.9, State Clearinghouse Number 2013032001)

The California State Lands Commission (Commission or CSLC) is a responsible agency under the California Environmental Quality Act (CEQA) for the Vista Grande Drainage Basin Improvement Project (Project). The CEQA lead agency for the Project is city of Daly City.

In conjunction with approval of this Project, the Commission adopts this Mitigation Monitoring Program (MMP) for the implementation of mitigation measures for the portion(s) of the Project located on State lands. The purpose of a MMP is to impose feasible measures to avoid or substantially reduce the significant environmental impacts from a project identified in an Environmental Impact Report (EIR) or a Mitigated Negative Declaration (MND). State CEQA Guidelines¹ section 15097, subdivision (a), states in part:

In order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.

The lead agency certified an EIR, State Clearinghouse Number 2013032001, adopted a Mitigation Monitoring and Reporting Program (MMRP) for the whole of the Project (see Exhibit C, Attachment C-1), and remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with its program. The Commission's action and authority as a responsible agency apply only to the mitigation measures listed in Table C-1 below. The full text of each mitigation measure, as set forth in the MMRP prepared by the CEQA lead agency and provided in Attachment C-1, is incorporated by reference in this Exhibit C.

¹ The State CEQA Guidelines are found at California Code of Regulations, title 14, section 15000 et seq.

Table C-1. Project Impacts and Applicable Mitigation Measures

Potential Impact	Mitigation Measure (MM)²
AES-3. Project Construction Could Result In a New Source of Substantial Light or Glare That Would Adversely Affect Day or Nighttime Views in the Area.	MM 3.9-4. Night Lighting Minimization.
Impact BIO-2. Construction of the Project Could Have A Substantial Adverse Effect Either Directly or Through Habitat Modifications, on Reptile Species Identified As Special-Status in Local or Regional Plans, Policies, or Regulations, or by the CDFW (California Department of Fish and Wildlife) or USFWS (U.S. Fish and Wildlife).	MM 3.4-2a. Worker Environmental Awareness Program Training
Impact BIO-3. Construction of the Project Could Have a Substantial Adverse Effect Either Directly or Through Habitat Modifications, on Migratory Birds and/or on Bird Species Identified as Special-Status in Local or Regional Plans, Policies, or Regulations, or by the CDFW or USFWS.	MM 3.4-3. Nesting Bird Protection Measures MM 3.11-1.
Impact BIO-4. Project Construction Could Have a Substantial Adverse Effect Either Directly or Through Habitat Modifications, on Bats Identified as Special-Status in Local or Regional Plans, Policies, or Regulations, or by the CDFW or USFWS.	MM 3.4-4. Avoidance and Minimization Measures for Special-Status Bats.
Impact BIO-7. Construction of the Project Would Have a Substantial Adverse Effect on Sensitive Communities Identified in Local or Regional Plans, Policies, Regulations, or by CDFW or USFWS Through the Introduction or Spread of Invasive Plants.	MM 3.4-7a. Control Measures for Spread of Invasive Plants.
Impact BIO-8. Project Construction Could Have a Substantial Adverse Effect on Wetlands and Other Jurisdictional Waters.	MM 3.4-8a. Wetland Avoidance and Protection.

² See Attachment C-1 for the full text of each MM taken from the MMP prepared by the CEQA lead agency.

Potential Impact	Mitigation Measure (MM) ²
Impact BIO-10. Construction of the Project Could Interfere Substantially With the Movement of Native Resident or Migratory Species or With Established Native Resident or Migratory Corridors, or Impede the Use of Nursery Sites.	MM 3.4-9. Night Lighting Minimization.
Impact CUL-2. The Project Would Cause a Substantial Adverse Change in the Significance of an Archaeological Resource, Including Shipwrecks.	MM 3.5-3. Inadvertent Discovery of Archaeological Resources or Shipwrecks.
Impact CUL-3. Project Construction Would Disturb Human Remains.	MM 3.5-4. Inadvertent Discovery of Human Remains.
Impact GEO-1. Construction, Operation, and Maintenance of the Project Could Expose People or Structures to Potential Substantial Adverse Effects Involving Strong Seismic Ground Shaking and/or Seismic-Related Ground Failure.	MM 3.6-1a. MM 3.6-1b.
Impact GHG-1. Project Construction and Operation Would Generate GHG Emissions.	MM 3.7-1. Greenhouse Gas Emission Reduction
Impact HAZ-2. Project Construction Could Result in a Significant Hazard to the Public or the Environment Through Reasonably Foreseeable Upset and Accident Conditions Involving the Release of Hazardous Materials Into the Environment.	MM 3.8-1. Health and Safety Plan.
Impact HYD-1. Project Construction Could Violate Water Quality Standards and/or Waste Discharge Requirements, Provide Substantial Additional Sources of Polluted Runoff, or Otherwise Substantially Degrade Water Quality.	MM 3.9-1. Implement Cofferdam Dewatering BMPs for In-Water Work.
Impact HYD-9. Temporary and Short-term Changes in Recreational Opportunities during Project Construction Activities.	MM 3.9-2. Avoidance and Minimization of Conflicts with California Coastal Act and NPS (Nonpoint Source Pollution) Management Policies.
Impact LU-1. The Project Could Conflict With Any Applicable Land Use Plan, Policy, or Regulation of an Agency With Jurisdiction Over the Project (Including, But Not Limited to the General Plan,	MM 3.9-2. Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies.

Potential Impact	Mitigation Measure (MM) ²
Specific Plan, Local Coastal Program, or Zoning Ordinance) Adopted for the Purpose of Avoiding or Mitigating an Environmental Effect.	
Impact NOI-1. Project Construction Could Temporarily Expose Persons to or Generate Noise Levels in Excess of Local Noise Ordinances or Create a Substantial Temporary Increase in Ambient Noise Levels.	MM 3.11-1. MM 3.11-2.

ATTACHMENT C-1

MITIGATION MONITORING AND REPORTING PROGRAM ADOPTED BY THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 24, 2022

Subject: Setting Time and Place for a Public Hearing on Community Development and Housing Needs, and Authorizing the Solicitation of Request for Proposals of CDBG Funds

Recommended Action

Set a Public Hearing on Community Development and Housing Needs for Monday, December 12, 2022 at 7:00 p.m. in the City Council Chambers.

Background

As the current Five-year Department of Housing and Urban Development (HUD) Consolidated Plan ends on June 30, 2023, the City is required to prepare and submit a new five-year HUD Consolidated Plan for the time period beginning July 2023 and ending June 2028. The HUD Consolidated Plan describes the City's community development and housing needs, provides a short and long range plan for the use of HUD programs in addressing these needs, and guides the funding priorities for the Community Development Block Grant (CDBG) and HOME programs.

As a requirement of HUD's CDBG and HOME programs, the City of Daly City is required to hold a public hearing to obtain citizen input on community development and housing needs for the City. This requirement is discussed in the City's Citizen Participation Plan. The Citizen Participation Plan provides citizens an opportunity to participate in planning, implementation and assessment of the CDBG and HOME programs.

HUD requires that the City involve the public in an open process for the allocation of CDBG funds. This process, in general, must parallel the rules that govern bidding for governmental contracts. That is, public notice must be given, uses for the funds defined by the City, and proposals for funds (the equivalent of "bids") evaluated in terms of how well they respond to the criteria set forth by the City. The City annually issues a Request for Proposals (RFPs) for use of CDBG funds.

For FY 2023-24, the City will also receive an allocation of Federal HOME funds for housing activities that assist lower income households. The specific level of HOME funds will not be known until at least January 2023, pending Congressional approval of a HUD budget. Staff will present HOME spending recommendations for Council consideration at a later date when definitive funding levels are announced.

Discussion

The public hearing is an important and required component of the citizen participation and planning process associated with preparation of the City's Five-year HUD Consolidated Plan (July 2023 through June 2028) and the HUD One-Year Action Plan for FY 2023-24.

City Council Agenda Report

Subject: Setting Time and Place for Hearing on Community Development and Housing Needs

Meeting Date: October 24, 2022

Page 2 of 2

Notices of the hearing will be published in *The Examiner Peninsula* and distributed to all homeowner and resident associations as well as social service organizations. A notice will also be posted on the City's website.

In conjunction with the CDBG allocation process, the City will issue an RFP for FY 2023-24 CDBG funds. Applications will be due January 26, 2023.

Summary/Conclusion

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

Respectfully submitted,



Betsy ZoBell
Housing and Community Development Manager



Tatum Mothershead
Director, Economic & Community Development

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
COMMENDING ANGELA “ANGIE” PADILLA ON THE OCCASION OF HER
RETIREMENT

WHEREAS, ANGELA “ANGIE” PADILLA retired on October 1, 2022, concluding over 38 years of dedicated service with the City of Daly City; and

WHEREAS, ANGIE started her career with the City of Daly City as a Typist Clerk in April 1984 and received four promotions, including Office Assistant in October 1984, Senior Office Assistant in August 1993, Senior Executive Assistant in October 2005, and Administrative Secretary/Administrative Assistant to the City Council in July 2018; and

WHEREAS, ANGIE served four City Managers, one Interim City Manager, and 19 City Councilmembers during her employment; and

WHEREAS, ANGIE received numerous commendations recognizing her outstanding performance; and

WHEREAS, ANGIE completed the Daly City Supervisors Training Academy in the Spring of 2009; and

WHEREAS, ANGIE was recognized as the 2021 Employee of the Year by Councilmember Juslyn C. Manalo who was serving her second term as Mayor; and

WHEREAS, ANGIE will always be remembered for her wealth of knowledge of City operations, her dedication to the City Council, City Manager’s Office, and Daly City workforce, and her commitment to the entire community of the City of Daly City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it does hereby commend ANGELA “ANGIE” PADILLA for her many years of dedicated and outstanding service to the Daly City Community and extends its very best wishes to ANGIE on the occasion of her retirement.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2022, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 24, 2022

Subject: Adoption of Memorandum of Understanding and Salary Schedule between the City of Daly City and Fire Management

Recommended Action

That the City Council adopt by resolution the Memorandum of Understanding and salary schedule between the City of Daly City and Fire Management

Discussion

The management “meet and confer” representatives designated by the City Council of the City of Daly City have met and conferred in good faith with the representatives of the Fire Management and, as a result, have arrived at a Memorandum of Understanding concerning wages, hours and conditions of employment as follows:

Salary:

- Effective the first full pay period of October 2022 - 2% salary increase
- Effective the first full pay period of October 2023 - 2% salary increase
- Effective the first full pay period of October 2024 - 4% salary increase

Equity Adjustment:

- Effective the first full pay period of October 2022 –2% equity adjustment
- Effective the first full pay period of October 2023 –2% equity adjustment

Holiday Pay Compensation:

Effective in the first full pay period of October 2022 and in order to provide the Juneteenth Holiday to bargaining unit members the City shall adjust the holiday in-lieu pay to eight-percent (8%).

EMT Pay:

Effective in the first full pay period of October 2022 EMT Pay will be adjusted to be 5% of salary.

Release Time Bank:

The City agrees to allow bargaining unit members to donate on a voluntary basis up to 8 hours per year, vacation or comp time to an Association Release Time Bank up to a maximum of 500 hours per year. Said time may be used by the President, other officers of the Association, or other individuals as approved by the Chief. The scheduling of use of this bank shall require the approval of the Chief.

Educational Incentive Program:

The Educational Incentive Program will be adjusted to reflect the following changes:

Educational Incentive Program of up to 10% for Fire Battalion Chiefs

City Council Agenda Report

Subject: Adoption of Memorandum of Understanding and Salary Schedule between the City of Daly City and Fire Management

Meeting Date: October 24, 2022

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Level 1 Incentive – 5%

Possession of California Chief Officer's Certificate (Completion of California State Fire Training Chief Officer Class Series Original curriculum or post 2018 curriculum is acceptable)

or

BA/BS Degree

or any two (2) of the following:

- *Strike Team Leader Certification*
- *AA/AS Degree*
- *California Certified Fire Instructor*

Level 2 Incentive – 7.5%

Possession of California Chief Fire Officer's Certificate (Completion of California State Fire Training Chief Officer Class Series Original curriculum or post 2018 curriculum is acceptable) **and** possession of BA/BS Degree

or

Possession of California Chief Fire Officer's Certificate (Completion of California State Fire Training Chief Officer Class Series Original curriculum or post 2018 curriculum is acceptable) and/or any two (2) of the following:

- *Strike Team Leader Certification*
- *AA/AS Degree*
- *California Certified Fire Instructor*

Level 3 Incentive – 10%

Qualified for Level 2 incentive **and** either a master's degree **or** *completion of the California Executive Chief Fire Officer curriculum*

Fiscal Impact

The City will need to increase the General Fund budget for FY 2023 to accommodate the salary and benefit increases proposed as part of the three-year contract with the Fire Management. These budget increases will be brought together with all other budget increases resulting from labor negotiations as part of the mid-year adjustments, most likely in February or March. Staff estimates

City Council Agenda Report

Subject: Adoption of Memorandum of Understanding and Salary Schedule between the City of Daly City and Fire Management

Meeting Date: October 24, 2022

Page 3 of 3

that the General Fund budget deficit for FY 2023 will increase by about \$2.32 million to \$4.87 million because of salary and benefits changes resulting from labor negotiations.

Summary/Conclusion

Staff requests that the City Council adopt the Memorandum of Understanding between the City of Daly City and Fire Management for the period of October 1, 2022 through September 30, 2025.

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Natalie Sakkal".

Natalie Sakkal
Director of Human Resources



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 24, 2022

Subject: Purchase of Submersible Well Pump

Recommended Action

Authorize staff to purchase a new bowl assembly (submersible pump) for the Sullivan Well in the amount not to exceed \$151,117.03.

Background/Discussion

DWWR owns and operates seven water well sites which provide access to ground water in underground aquifers. These wells have been drilled several hundred feet under the ground and have submersible pumps installed to extract the water source. These water wells are critical in offsetting water purchases from the SFPUC and produce an additional water source during drought conditions.

As part of providing consistency and standardization for operational needs, DWWR utilizes Flowserve model submersible pumps. During an annual inspection, the Sullivan Well bowl assembly was identified as requiring replacement. To ensure the well continues to safely provide a consistent supply of water, DWWR staff requested Pump Repair Service Co. to provide a quote for a new bowl assembly. To meet the required needs and standards for the City of Daly City, Pump Repair Service Co. is the only authorized dealer in Northern California who can provide quotation and the required Flowserve model bowl assembly needed for replacement.

The quoted amount for the Flowserve bowl assembly is \$131,406.11. Staff is also requesting a 15% contingency in the amount of \$19,710.92, for a total not to exceed \$151,117.03.

Fiscal Impact

Sufficient funds are available in the Water Capital Fund: **41-385-720-4536** to provide for this action.

Summary/Conclusion

Authorize staff to purchase a new bowl assembly (submersible pump) for the Sullivan Well in the amount not to exceed \$151,117.03.

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

Respectfully submitted,

Michael Patolo
Plant and Equipment Maintenance Manager

Joshua Cosgrove
Acting Director of Water and Wastewater Resources

Attachment 1: Pump Repair Service Co. Quote
Attachment 2: Flowserve Letter



PUMP REPAIR SERVICE CO.

October 18, 2022

City of Daly City
153 Lake Merced Blvd.
Daly City, CA 94015
Attn: Joshua Cosgrove

SUBJECT: SULLIVAN WELL

Dear Joshua,

We are pleased to provide you pricing on a new bowl assembly.

1 – **Flowserve model 10EMM** 13 stage 316 SS
submersible bowl assembly with
316 SS impellers, composite bearings,
6" discharge NSF 61 316 SS shaft, 316 SS
Strainer
Non-witness pump test..... 116,596.00
Design Conditions: 550 GPM @ 500' TDH

Estimated freight 3,000.00
Sales tax 9.875% 11,810.11
Total \$131,406.11
Delivery bowl assembly 24 Weeks

If you have any questions on the above, please give me a call.

Sincerely,

Wayne Archer
Wayne Archer *Wm*

WA/dm

cc: Shane Cypert



October 18, 2022

Mr. Wayne Archer
Pump Repair Service Co.
405 Allan Street
Daly City, CA 94014

Re: BJ Submersible Pump Dealers

To whom it may concern:

Pump Repair Service Co. is the only authorized and factory trained BJ submersible pump/motor dealer in Northern California.

Along with being the sole source representative for BJ submersible pumps/motors, Pump Repair Service Co. is also a Flowserve vertical turbine pump and Pleuger submersible dealer.

Best regards,

Richard Audler
Production Supervisor

Flowserve
2349 South Orange Ave
Fresno, CA 93725
(800)437-8672
raudler@flowserve.com

CITY OF DALY CITY
CHECK REGISTERS
FOR THE MONTH OF SEPTEMBER 2022

09/09/2022

CHECKS ISSUED	-	#400231 TO 400235
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

09/12/2022

CHASE CREDIT CARD	-	N/A – Electronic Payment
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09/15/2022

CHECKS ISSUED	-	#400236 TO 400557
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

09/22/2022

CHECKS ISSUED	-	#400558 TO 400562
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

09/30/2022

CHECKS ISSUED	-	#400563 TO 400833
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

AUDITED



FINANCE DIRECTOR

APPROVED

CITY MANAGER

APPROVED

MAYOR

APPROVED

VICE MAYOR

ACCOUNTS PAYABLE CHECK RUN SUMMARY
FISCAL YEAR 2022-2023

	MONTH	TOTAL
2022	July	\$ 10,006,379.08
	August	9,110,029.96
	September	7,593,778.12
	October	
	November	
	December	
2023	January	
	February	
	March	
	April	
	May	
	June	
	TOTAL	\$ 26,710,187.16

SEPTEMBER 2022 BREAK DOWN OF EXPENSES BY FUND

Fund	Total for Month	Total for Year	% of Total
General Fund	\$ 3,379,571.73	\$ 12,744,399.97	47.7%
Gas Tax Fund	157,255.84	\$ 546,051.78	2.0%
Utility/Enterprise Funds	4,056,950.55	\$ 13,419,735.41	50.2%
Total:	\$ 7,593,778.12	\$ 26,710,187.16	100.0%

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00400231	57091R	CHAN, XAVIER	09/09/22	240.52	MW	IS	
AP CHK 00400232	G-HOLMES	FRANCHISE TAX BOARD	09/09/22	200.00	MW	IS	
AP CHK 00400233	G1HEARD	FRANCHISE TAX BOARD	09/09/22	97.10	MW	IS	
AP CHK 00400234	G1MARTINEZ	SAN MATEO COUNTY SHERIFF	09/09/22	112.50	MW	IS	
AP CHK 00400235	G1ALANO	US DEPT OF THE TREASURY	09/09/22	128.84	MW	IS	

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	778.96	Number of Checks Processed:	5
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 778.96

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
CB CHK 00091222	49024	JP MORGAN CHASE BANK N	09/12/22	55,259.95	HW	IS	Hand Written

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	0.00	Number of Checks Processed:	0
Total Hand Written	55,259.95	Number of Checks Processed:	1
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 55,259.95

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00400236	46218R	24/7 ROOTER & PLUMBING SERV	09/15/22	4,000.00	MW	IS	
AP CHK 00400237	56621	ACC BUSINESS	09/15/22	4,242.58	MW	IS	
AP CHK 00400238	33975	ACE FIRE EQUIPMENT & SERVIC	09/15/22	5,951.73	MW	IS	
AP CHK 00400239	15222	ACTION SPORTS	09/15/22	659.25	MW	IS	
AP CHK 00400240	53561	ACTION TOWING	09/15/22	1,518.25	MW	IS	
AP CHK 00400241	34666	AD BRAKES	09/15/22	142.54	MW	IS	
AP CHK 00400242	1514	ADAM HILL COMPANY, THE	09/15/22	2,951.85	MW	IS	
AP CHK 00400243	40735R	ADVANTAGE ROOFING INC	09/15/22	550.00	MW	IS	
AP CHK 00400244	13854	AECO SYSTEMS INC	09/15/22	310.00	MW	IS	
AP CHK 00400245	13854	AECO SYSTEMS INC	09/15/22	7,250.00	MW	IS	
AP CHK 00400246	29880	AIRGAS USA LLC	09/15/22	367.81	MW	IS	
AP CHK 00400247	48347	ALAMEDA COUNTY SHERIFF'S OF	09/15/22	2,062.00	MW	IS	
AP CHK 00400248	57084R	ALEGA, RICHARD	09/15/22	400.00	MW	IS	
AP CHK 00400249	14004	ALERT PEST CONTROL COMPANY	09/15/22	1,238.00	MW	IS	
AP CHK 00400250	1025	ALHAMBRA	09/15/22	813.17	MW	IS	
AP CHK 00400251	36102R	ALL FOUR SEASONS ROOFING	09/15/22	275.00	MW	IS	
AP CHK 00400252	37095	ALL INDUSTRIAL ELECTRIC SUP	09/15/22	2,380.37	MW	IS	
AP CHK 00400253	39657	ALL STAR GLASS	09/15/22	594.36	MW	IS	
AP CHK 00400254	37116	ALPHA ANALYTICAL LABORATORI	09/15/22	14,085.50	MW	IS	
AP CHK 00400255	56231	AMAZON CAPITAL SERVICES INC	09/15/22	7,389.00	MW	IS	
AP CHK 00400256	44228R	AMERICAN EAGLE ROOFING COMP	09/15/22	275.00	MW	IS	
AP CHK 00400257	45439JPA	AMERICAN MEDICAL RESPONSE	09/15/22	500.00	MW	IS	
AP CHK 00400258	56082R	AMERICAN STANDARD ROOFING I	09/15/22	550.00	MW	IS	
AP CHK 00400259	57087R	AMERICAN TECHNOLOGIES INC	09/15/22	500.00	MW	IS	
AP CHK 00400260	24868	ANIXTER INC	09/15/22	2,126.32	MW	IS	
AP CHK 00400261	48649R	ANTEA GROUP INC USA	09/15/22	3,180.00	MW	IS	
AP CHK 00400262	57047R	APOLLO ROOFING CO	09/15/22	275.00	MW	IS	
AP CHK 00400263	55841	AQUA-METRIC SALES CO	09/15/22	2,355.61	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00400264	1259	ARAMARK	09/15/22	184.15	MW	IS	
AP CHK 00400265	55833	ARAMARK	09/15/22	174.86	MW	IS	
AP CHK 00400266	57079R	AREVALO, ARCHIBAL	09/15/22	400.00	MW	IS	
AP CHK 00400267	47007	ARTHUR J GALLAGHER & COMPAN	09/15/22	242,627.00	MW	IS	
AP CHK 00400268	1101	AT&T	09/15/22	263.47	MW	IS	
AP CHK 00400269	47392R	AT&T	09/15/22	1,500.00	MW	IS	
AP CHK 00400270	6413	AT&T MOBILITY	09/15/22	438.70	MW	IS	
AP CHK 00400271	6413	AT&T MOBILITY	09/15/22	194.69	MW	IS	
AP CHK 00400272	6413	AT&T MOBILITY	09/15/22	851.08	MW	IS	
AP CHK 00400273	6413	AT&T MOBILITY	09/15/22	789.49	MW	IS	
AP CHK 00400274	6413	AT&T MOBILITY	09/15/22	227.02	MW	IS	
AP CHK 00400275	6413	AT&T MOBILITY	09/15/22	262.76	MW	IS	
AP CHK 00400276	6413	AT&T MOBILITY	09/15/22	221.63	MW	IS	
AP CHK 00400277	44649	ATLAS COPCO COMPRESSORS LLC	09/15/22	29,741.98	MW	IS	
AP CHK 00400278	44506R	ATLAS PLUMBING AND ROOTER I	09/15/22	2,000.00	MW	IS	
AP CHK 00400279	29643	AUTO COLLISION CENTER	09/15/22	3,633.02	MW	IS	
AP CHK 00400280	53260	AXON ENTERPRISE INC	09/15/22	282,544.66	MW	IS	
AP CHK 00400281	49645	BADGE FRAME INC	09/15/22	107.25	MW	IS	
AP CHK 00400282	57036R	BAILEY, FERMINA	09/15/22	1,025.00	MW	IS	
AP CHK 00400283	2495	BARKER BLUE DIGITAL IMAGING	09/15/22	639.42	MW	IS	
AP CHK 00400284	52106	BAY CRYOGENICS INC	09/15/22	2,222.04	MW	IS	
AP CHK 00400285	19200	BIRITE FOODSERVICE DISTRIBU	09/15/22	5,512.00	MW	IS	
AP CHK 00400286	27835	BISHOP COMPANY	09/15/22	76.89	MW	IS	
AP CHK 00400287	57089JPA	BLUE FLAMINGO MARKETING	09/15/22	2,500.00	MW	IS	
AP CHK 00400288	57075R	BOLANOS, JULIETA	09/15/22	150.00	MW	IS	
AP CHK 00400289	46139R	BOWMAN, SCOTT	09/15/22	240.00	MW	IS	
AP CHK 00400290	56068	BRADSHAW CONSTRUCTION	09/15/22	4,800.00	MW	IS	
AP CHK 00400291	55850	BRADY AIR SERVICE INC	09/15/22	14,887.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00400292	3349	BROADMOOR LANDSCAPE SUPPLY	09/15/22	1,149.42	MW	IS	
AP CHK 00400293	3064	BROWN & CALDWELL INC	09/15/22	39,860.57	MW	IS	
AP CHK 00400294	57066R	BROWNFIELD, DANIEL	09/15/22	941.00	MW	IS	
AP CHK 00400295	48259	BWNVT MOTORS INC	09/15/22	17,754.46	MW	IS	
AP CHK 00400296	54295R	CABLECOM LLC	09/15/22	47,830.00	MW	IS	
AP CHK 00400297	57048R	CALBEST ROOFING INC	09/15/22	275.00	MW	IS	
AP CHK 00400298	32671	CALIFORNIA STATE LANDS COMM	09/15/22	198.73	MW	IS	
AP CHK 00400299	1196	CALIFORNIA WATER SERVICE CO	09/15/22	259.43	MW	IS	
AP CHK 00400300	28636	CDW GOVERNMENT INC	09/15/22	2,740.08	MW	IS	
AP CHK 00400301	48009	CENGAGE LEARNING INC / GALE	09/15/22	185.62	MW	IS	
AP CHK 00400302	24769	CENTER POINT LARGE PRINT	09/15/22	45.75	MW	IS	
AP CHK 00400303	10299JPA	CENTRAL COUNTY FIRE DEPARTM	09/15/22	14,678.42	MW	IS	
AP CHK 00400304	40597R	CENTRAL ROOFING INC	09/15/22	275.00	MW	IS	
AP CHK 00400305	3893	CERTIFIED LABORATORIES	09/15/22	233.25	MW	IS	
AP CHK 00400306	54918R	CFY CONSTRUCTION INC	09/15/22	275.00	MW	IS	
AP CHK 00400307	48727	CINTAS CORPORATION	09/15/22	829.58	MW	IS	
AP CHK 00400308	51204	CINTAS CORPORATION	09/15/22	407.91	MW	IS	
AP CHK 00400309	3678	CINTAS CORPORATION #464	09/15/22	7,050.93	MW	IS	
AP CHK 00400310	35395	CITY AUTO SUPPLY	09/15/22	3,146.23	MW	IS	
AP CHK 00400311	46465JPA	CITY OF BELMONT	09/15/22	3,072.08	MW	IS	
AP CHK 00400312	6649JPA	CITY OF BRISBANE	09/15/22	2,339.33	MW	IS	
AP CHK 00400313	25602	CITY OF DALY CITY	09/15/22	128,838.84	MW	IS	
AP CHK 00400314	43155JPA	CITY OF DALY CITY	09/15/22	8,365.62	MW	IS	
AP CHK 00400315	5342JPA	CITY OF FOSTER CITY	09/15/22	3,672.08	MW	IS	
AP CHK 00400316	6034JPA	CITY OF PACIFICA	09/15/22	2,532.58	MW	IS	
AP CHK 00400317	55405JPA	CITY OF REDWOOD CITY	09/15/22	4,045.00	MW	IS	
AP CHK 00400318	20562JPA	CITY OF SAN BRUNO	09/15/22	1,035.67	MW	IS	
AP CHK 00400319	46083JPA	CITY OF SAN CARLOS	09/15/22	3,806.92	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00400320	25816JPA	CITY OF SAN MATEO	09/15/22	7,972.75	MW	IS	
AP CHK 00400321	44836R	CIUCCI, MATTHEW	09/15/22	150.00	MW	IS	
AP CHK 00400322	57083R	CLIMACO, MARY	09/15/22	400.00	MW	IS	
AP CHK 00400323	25819JPA	COLMA FIRE PROTECTION DISTR	09/15/22	1,862.00	MW	IS	
AP CHK 00400324	47244	COMCAST	09/15/22	94.87	MW	IS	
AP CHK 00400325	49446	COMCAST	09/15/22	108.33	MW	IS	
AP CHK 00400326	52453	COMCAST	09/15/22	118.72	MW	IS	
AP CHK 00400327	56936R	COMCAST	09/15/22	1,500.00	MW	IS	
AP CHK 00400328	12578	COMPLETE LINEN SERVICES INC	09/15/22	219.89	MW	IS	
AP CHK 00400329	2599	CONTINUING EDUCATION OF THE	09/15/22	1,420.00	MW	IS	
AP CHK 00400330	56253	CORE & MAIN LP	09/15/22	8,850.09	MW	IS	
AP CHK 00400331	30109	CORELOGIC SOLUTIONS LLC	09/15/22	185.00	MW	IS	
AP CHK 00400332	54055R	COSMIC RENOVATION AND ROOFI	09/15/22	275.00	MW	IS	
AP CHK 00400333	43157JPA	COUNTY OF SAN MATEO	09/15/22	1,060.66	MW	IS	
AP CHK 00400334	55853	CRUSADER FENCE COMPANY LLC	09/15/22	25,408.00	MW	IS	
AP CHK 00400335	56617R	CRUZ, AURA JOMELIE	09/15/22	721.54	MW	IS	
AP CHK 00400336	48323	CRYSTAL CREAMERY	09/15/22	1,090.21	MW	IS	
AP CHK 00400337	28906	CSG CONSULTANTS INC	09/15/22	21,007.50	MW	IS	
AP CHK 00400338	19907	CWEA-TCP	09/15/22	110.00	MW	IS	
AP CHK 00400339	48970R	CYPERT, SHANE	09/15/22	560.00	MW	IS	
AP CHK 00400340	1836	DAILY JOURNAL CORPORATION	09/15/22	414.60	MW	IS	
AP CHK 00400341	48520	DALY CITY PARTNERSHIP	09/15/22	179,793.84	MW	IS	
AP CHK 00400342	1793	DALY CITY TOOL MART	09/15/22	15.33	MW	IS	
AP CHK 00400343	56799	DAREN SCHOFIELD	09/15/22	175.00	MW	IS	
AP CHK 00400344	54283R	DAUS-MAGBUAL, ROD	09/15/22	15.00	MW	IS	
AP CHK 00400345	51806	DAVID J POWERS & ASSOCIATES	09/15/22	6,688.75	MW	IS	
AP CHK 00400346	1299	DEPARTMENT OF JUSTICE	09/15/22	624.00	MW	IS	
AP CHK 00400347	20552	DEWEY PEST CONTROL INC	09/15/22	3,000.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00400348	26138R	DISCOUNT PLUMBING & HEATING	09/15/22	115.60	MW	IS	
AP CHK 00400349	30629LAW	DOWNEY BRAND ATTORNEYS LLP	09/15/22	10,829.50	MW	IS	
AP CHK 00400350	40801R	DUMANDAN, WILGRACE	09/15/22	721.54	MW	IS	
AP CHK 00400351	1061	DUNN EDWARDS CORPORATION	09/15/22	719.73	MW	IS	
AP CHK 00400352	48177	EAST BAY TIRE CO	09/15/22	3,484.35	MW	IS	
AP CHK 00400353	40541R	EHB CONSTRUCTION	09/15/22	515.00	MW	IS	
AP CHK 00400354	56187	ELLIS INVESTIGATIONS LAW CO	09/15/22	1,072.50	MW	IS	
AP CHK 00400355	56297	EME ENTERPRISE INC	09/15/22	465.50	MW	IS	
AP CHK 00400356	56611	ENTARA CORPORATION	09/15/22	1,631.49	MW	IS	
AP CHK 00400357	26327	EWING IRRIGATION PRODUCTS I	09/15/22	52.02	MW	IS	
AP CHK 00400358	56970	FAITEL, CRAIG	09/15/22	2,025.00	MW	IS	
AP CHK 00400359	1765	FIDELITY NATIONAL TITLE INS	09/15/22	145.00	MW	IS	
AP CHK 00400360	1765	FIDELITY NATIONAL TITLE INS	09/15/22	464.00	MW	IS	
AP CHK 00400361	37459	FIRE CONNECTION INC, THE	09/15/22	2,215.19	MW	IS	
AP CHK 00400362	41177R	FIRM CONSTRUCTION COMPANY	09/15/22	1,325.00	MW	IS	
AP CHK 00400363	19787	FIRST CHOICE COFFEE SERVICE	09/15/22	200.39	MW	IS	
AP CHK 00400364	57078R	FITZMAURICE, J H	09/15/22	1,200.00	MW	IS	
AP CHK 00400365	3451	FRANK A OLSEN COMPANY	09/15/22	12,596.37	MW	IS	
AP CHK 00400366	40202R	FREUTEL ROOFING INC	09/15/22	275.00	MW	IS	
AP CHK 00400367	57071R	GADALA, NAIFEH J	09/15/22	2,225.00	MW	IS	
AP CHK 00400368	56905R	GAMEZ, JOHN	09/15/22	120.00	MW	IS	
AP CHK 00400369	57082R	GARCIA, WILMER HERNANDEZ	09/15/22	400.00	MW	IS	
AP CHK 00400370	57073R	GARDE, GRENACHE EDWARD	09/15/22	2,500.00	MW	IS	
AP CHK 00400371	48247	GCS ENVIRONMENTAL EQUIPMENT	09/15/22	19,435.86	MW	IS	
AP CHK 00400372	55311	GOLDEN STATE EMERGENCY	09/15/22	142.31	MW	IS	
AP CHK 00400373	57085R	GOMEZ, JENNIFER	09/15/22	400.00	MW	IS	
AP CHK 00400374	18532	GOW SUPPLY COMPANY INC	09/15/22	133.23	MW	IS	
AP CHK 00400375	1754	GRAINGER INC	09/15/22	1,508.47	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00400376	36985	GRAND INDUSTRIES INC	09/15/22	19,584.04	MW	IS	
AP CHK 00400377	41984R	GRAND ROOFING COMPANY INC	09/15/22	275.00	MW	IS	
AP CHK 00400378	56292	GRANICUS LLC	09/15/22	9,013.30	MW	IS	
AP CHK 00400379	29425	GRAPHTECH GRAPHICS	09/15/22	78.38	MW	IS	
AP CHK 00400380	57088R	GREEN, ALLISON	09/15/22	33.67	MW	IS	
AP CHK 00400381	2223	HACH COMPANY	09/15/22	6,735.31	MW	IS	
AP CHK 00400382	6476	HANSON, CATHERINE	09/15/22	750.00	MW	IS	
AP CHK 00400383	52074	HARD DRIVE GRAPHICS	09/15/22	1,333.88	MW	IS	
AP CHK 00400384	3702	HARRINGTON INDUSTRIAL PLAST	09/15/22	306.09	MW	IS	
AP CHK 00400385	55667	HAZEN AND SAWYER	09/15/22	4,332.93	MW	IS	
AP CHK 00400386	9049	HI TECH EVS INC	09/15/22	286.98	MW	IS	
AP CHK 00400387	14410R	HIGH QUALITY ROOFING CO	09/15/22	275.00	MW	IS	
AP CHK 00400388	49700	HILL BROTHERS CHEMICAL CO	09/15/22	3,914.64	MW	IS	
AP CHK 00400389	15857	HOME DEPOT CREDIT SERVICES	09/15/22	12,298.87	MW	IS	
AP CHK 00400390	54590	HOME DEPOT PRO, THE	09/15/22	2,939.92	MW	IS	
AP CHK 00400391	56109	HONEY BUCKET	09/15/22	209.00	MW	IS	
AP CHK 00400392	41818	HUNTINGTON COURT REPORTERS	09/15/22	704.78	MW	IS	
AP CHK 00400393	47482	ICC	09/15/22	4,202.38	MW	IS	
AP CHK 00400394	57095	ID LABEL INC	09/15/22	648.40	MW	IS	
AP CHK 00400395	53167R	IN AND OUT PLUMBING	09/15/22	4,000.00	MW	IS	
AP CHK 00400396	48933	INFOSEND INC	09/15/22	8,617.67	MW	IS	
AP CHK 00400397	56564	INVOICE CLOUD INC	09/15/22	100.00	MW	IS	
AP CHK 00400398	38914	J P COOKE COMPANY	09/15/22	38.63	MW	IS	
AP CHK 00400399	55938R	JAIE CONSTRUCTION	09/15/22	1,600.00	MW	IS	
AP CHK 00400400	56192	JAVA CONNECTIONS LLC	09/15/22	2,478.34	MW	IS	
AP CHK 00400401	55898R	JRG ROOFING INC	09/15/22	275.00	MW	IS	
AP CHK 00400402	21383R	KALAVERAS, MARJORIE	09/15/22	769.50	MW	IS	
AP CHK 00400403	56294	KELLY SPICERS FACILITIES SO	09/15/22	288.59	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00400404	39604	KIMBALL MIDWEST	09/15/22	218.61	MW	IS	
AP CHK 00400405	50564	KRAFT INDUSTRIAL SUPPLY	09/15/22	389.81	MW	IS	
AP CHK 00400406	31870R	KRAUSS, GREGORY	09/15/22	269.60	MW	IS	
AP CHK 00400407	1108	L N CURTIS AND SONS	09/15/22	561.91	MW	IS	
AP CHK 00400408	57072R	LAM, ALVIN	09/15/22	3,122.68	MW	IS	
AP CHK 00400409	48008LAW	LAW OFFICES OF BURKE WILLIA	09/15/22	84.00	MW	IS	
AP CHK 00400410	33497	LEGACY MECHANICAL & ENERGY	09/15/22	348.00	MW	IS	
AP CHK 00400411	12906LAW	LIEBERT CASSIDY WHITMORE	09/15/22	25,367.50	MW	IS	
AP CHK 00400412	14431	LINDE INC	09/15/22	7,536.18	MW	IS	
AP CHK 00400413	29332	LORAL LANDSCAPING	09/15/22	22,927.00	MW	IS	
AP CHK 00400414	49874	LOU'S GLOVES INC	09/15/22	805.00	MW	IS	
AP CHK 00400415	57081R	LUO, JIANHUA	09/15/22	28.41	MW	IS	
AP CHK 00400416	57086R	MATUS, HELMUT	09/15/22	400.00	MW	IS	
AP CHK 00400417	15393	MCMASTER-CARR	09/15/22	693.45	MW	IS	
AP CHK 00400418	49790R	MCQUADE, JOSHUA	09/15/22	225.00	MW	IS	
AP CHK 00400419	35536R	MENESES CONSTRUCTION	09/15/22	737.00	MW	IS	
AP CHK 00400420	25805JPA	MENLO PARK FIRE PROTECTION	09/15/22	11,527.58	MW	IS	
AP CHK 00400421	23949	METRO MOBILE COMMUNICATIONS	09/15/22	2,667.11	MW	IS	
AP CHK 00400422	33993LAW	MEYERS NAVE	09/15/22	7,072.00	MW	IS	
AP CHK 00400423	49436REN	MKD CEDAR HILL LLC	09/15/22	6,306.43	MW	IS	
AP CHK 00400424	39868R	MR ROOFING INC	09/15/22	1,093.26	MW	IS	
AP CHK 00400425	54757	MSI FUEL MANAGEMENT	09/15/22	938.70	MW	IS	
AP CHK 00400426	15210	MUNICIPAL MAINTENANCE EQUIP	09/15/22	657.96	MW	IS	
AP CHK 00400427	57074R	MUSSENDEN, HYACINTH	09/15/22	500.00	MW	IS	
AP CHK 00400428	6850	NATIONAL BUSINESS FURNITURE	09/15/22	2,542.45	MW	IS	
AP CHK 00400429	20117	NATIONAL CONSTRUCTION RENTA	09/15/22	708.39	MW	IS	
AP CHK 00400430	40378R	NEW CITY ROOFING CO INC	09/15/22	275.00	MW	IS	
AP CHK 00400431	56451JPA	NORTH COUNTY FIRE AUTHORITY	09/15/22	2,584.79	MW	IS	

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AP CHK 00400432	34131	NORTH FENCE COMPANY	09/15/22	5,980.00	MW	IS	
AP CHK 00400433	25761	NORTHERN SAFETY CO INC	09/15/22	479.84	MW	IS	
AP CHK 00400434	46054R	NYON, SAN	09/15/22	725.00	MW	IS	
AP CHK 00400435	56820	ODP BUSINESS SOLUTIONS LLC	09/15/22	47.24	MW	IS	
AP CHK 00400436	56821	ODP BUSINESS SOLUTIONS LLC	09/15/22	1,248.66	MW	IS	
AP CHK 00400437	56822	ODP BUSINESS SOLUTIONS LLC	09/15/22	1,731.94	MW	IS	
AP CHK 00400438	56335	OPERATIONAL TECHNICAL SERVI	09/15/22	18,235.03	MW	IS	
AP CHK 00400439	3685	OTIS ELEVATOR COMPANY	09/15/22	964.28	MW	IS	
AP CHK 00400440	55555	OVERDRIVE INC	09/15/22	748.68	MW	IS	
AP CHK 00400441	42838	PACE SUPPLY CORP	09/15/22	350.54	MW	IS	
AP CHK 00400442	10360R	PACIFIC GAS & ELECTRIC	09/15/22	110,855.00	MW	IS	
AP CHK 00400443	1216	PACIFIC GAS & ELECTRIC	09/15/22	28,247.53	MW	IS	
AP CHK 00400444	29252	PACIFIC PRODUCE INC	09/15/22	3,467.25	MW	IS	
AP CHK 00400445	57076R	PAK, TERESINA	09/15/22	500.00	MW	IS	
AP CHK 00400446	57092R	PAMORADA, JERRY	09/15/22	2,858.33	MW	IS	
AP CHK 00400447	56663	PARTS AUTHORITY LLC	09/15/22	6,434.52	MW	IS	
AP CHK 00400448	6704	PAYNE, ROBERT	09/15/22	720.00	MW	IS	
AP CHK 00400449	3297	PENINSULA LIBRARY SYSTEM	09/15/22	2,702.58	MW	IS	
AP CHK 00400450	55742	PENNE BROTHERS LLC DBA YOUN	09/15/22	3,084.20	MW	IS	
AP CHK 00400451	10255MED	PERMANENTE MEDICAL GROUP IN	09/15/22	968.00	MW	IS	
AP CHK 00400452	19678	PERS LONG TERM CARE PROGRAM	09/15/22	248.17	MW	IS	
AP CHK 00400453	47044	PETERSON TRUCKS INC	09/15/22	1,977.42	MW	IS	
AP CHK 00400454	54331	PIIAN SYSTEMS LLC	09/15/22	10,991.51	MW	IS	
AP CHK 00400455	57080R	POINT MARTIN LLC	09/15/22	1,000.00	MW	IS	
AP CHK 00400456	25817JPA	POINT MONTARA HALF MOON BAY	09/15/22	6,665.25	MW	IS	
AP CHK 00400457	36106	POLYDYNE INC	09/15/22	87,725.72	MW	IS	
AP CHK 00400458	56225	PRADO 9-1-1 INVESTIGATIVE S	09/15/22	2,397.78	MW	IS	
AP CHK 00400459	53942	PREFERRED ALLIANCE INC	09/15/22	472.90	MW	IS	

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AP CHK 00400460	55785	PRIME ACTUARIAL CONSULTING	09/15/22	6,800.00	MW	IS	
AP CHK 00400461	30986	PUBLIC RISK MANAGEMENT ASSO	09/15/22	385.00	MW	IS	
AP CHK 00400462	1143	PUMP REPAIR SERVICE	09/15/22	12,355.00	MW	IS	
AP CHK 00400463	51526	PURETEC INDUSTRIAL WATER	09/15/22	317.51	MW	IS	
AP CHK 00400464	54044	QUADIENT LEASING USA INC	09/15/22	1,653.54	MW	IS	
AP CHK 00400465	27398	R & S ERECTION NORTH PENINS	09/15/22	4,441.84	MW	IS	
AP CHK 00400466	55641R	RAMIREZ ROOFING CORP	09/15/22	275.00	MW	IS	
AP CHK 00400467	41727R	RAMOS, LEILANI	09/15/22	8,166.05	MW	IS	
AP CHK 00400468	48668JPA	RAVNTECH CORPORATION	09/15/22	35,665.15	MW	IS	
AP CHK 00400469	50803	READYREFRESH BY NESTLE	09/15/22	108.41	MW	IS	
AP CHK 00400470	1200	REPUBLIC SERVICES OF NORTH	09/15/22	1,860,768.24	MW	IS	
AP CHK 00400471	10207	ROMAN, MARIANNA	09/15/22	168.00	MW	IS	
AP CHK 00400472	25567R	ROYER, CYNTHIA	09/15/22	720.00	MW	IS	
AP CHK 00400473	52843R	S F UNDERGROUND	09/15/22	4,000.00	MW	IS	
AP CHK 00400474	12544	SAN MATEO COUNTY CONTROLLER	09/15/22	72,636.00	MW	IS	
AP CHK 00400475	43158JPA	SAN MATEO COUNTY FIRE COUNT	09/15/22	12,775.67	MW	IS	
AP CHK 00400476	57093	SAN MATEO COUNTY HEALTH	09/15/22	57,236.80	MW	IS	
AP CHK 00400477	35246	SAN MATEO COUNTY SHERIFFS O	09/15/22	22,208.50	MW	IS	
AP CHK 00400478	9666	SAN MATEO LAWN MOWER SHOP	09/15/22	777.62	MW	IS	
AP CHK 00400479	56985R	SANCHEZ, GENESIS	09/15/22	400.00	MW	IS	
AP CHK 00400480	55607	SANTANA, BRUNO	09/15/22	3,000.00	MW	IS	
AP CHK 00400481	54717	SANTANA, VALERIA CRISTINA	09/15/22	14,800.00	MW	IS	
AP CHK 00400482	57068R	SAUL, PILAR	09/15/22	275.00	MW	IS	
AP CHK 00400483	49441	SC FUELS	09/15/22	37,176.11	MW	IS	
AP CHK 00400484	52262R	SCHUMACKER, DARIN	09/15/22	60.00	MW	IS	
AP CHK 00400485	37037	SCOTT MACHINE DEVELOPMENT C	09/15/22	170.16	MW	IS	
AP CHK 00400486	55570R	SEA CONSTRUCTION	09/15/22	2,285.00	MW	IS	
AP CHK 00400487	57069R	SERRAMONTE CREAMERY LLC	09/15/22	2,675.00	MW	IS	

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AP CHK 00400488	57070R	SERSIV ROOFING CORP	09/15/22	275.00	MW	IS	
AP CHK 00400489	1111	SF - WATER	09/15/22	923,624.54	MW	IS	
AP CHK 00400490	50625R	SF CROWN ROOFING INC	09/15/22	275.00	MW	IS	
AP CHK 00400491	43132	SFPUC	09/15/22	39.90	MW	IS	
AP CHK 00400492	31449	SHARP ELECTRONICS CORPORATI	09/15/22	10,927.07	MW	IS	
AP CHK 00400493	45325R	SHIU, BONNIE	09/15/22	196.50	MW	IS	
AP CHK 00400494	23742	SHOE DEPOT INC	09/15/22	1,212.16	MW	IS	
AP CHK 00400495	31650	SING TAO DAILY	09/15/22	288.00	MW	IS	
AP CHK 00400496	32237	SMART & FINAL STORES LLC	09/15/22	3,036.25	MW	IS	
AP CHK 00400497	18862R	SMELLY MELS PLUMBING INC	09/15/22	2,000.00	MW	IS	
AP CHK 00400498	36629	SMELLY MELS PLUMBING INC	09/15/22	13,408.00	MW	IS	
AP CHK 00400499	2890	SMITH, GARY	09/15/22	345.36	MW	IS	
AP CHK 00400500	54685	SOLAR ART	09/15/22	625.00	MW	IS	
AP CHK 00400501	34821	SOUTH SAN FRANCISCO POLICE	09/15/22	520.00	MW	IS	
AP CHK 00400502	55808	SOUTHERN COUNTIES LUBRICANT	09/15/22	5,813.95	MW	IS	
AP CHK 00400503	55731R	SRC ROOFING	09/15/22	825.00	MW	IS	
AP CHK 00400504	37940	STANDARD PLUMBING SUPPLY CO	09/15/22	146.62	MW	IS	
AP CHK 00400505	56958JPA	STEPFORD	09/15/22	7,962.50	MW	IS	
AP CHK 00400506	40900	STEVENS BAY AREA DIESEL SER	09/15/22	2,894.22	MW	IS	
AP CHK 00400507	1090	STEWART CHEVROLET CADILLAC	09/15/22	486.62	MW	IS	
AP CHK 00400508	52628R	SUMMIT SHASTA HIGH SCHOOL	09/15/22	655.00	MW	IS	
AP CHK 00400509	57067R	SWANSON, LYNDA	09/15/22	137.83	MW	IS	
AP CHK 00400510	51439	SWEET DELIGHT BAKERY	09/15/22	2,830.00	MW	IS	
AP CHK 00400511	45319	T MOBILE USA INC	09/15/22	565.00	MW	IS	
AP CHK 00400512	42522R	TAN, ANDY	09/15/22	4,880.27	MW	IS	
AP CHK 00400513	46855	TELE WORKS INC	09/15/22	2,372.91	MW	IS	
AP CHK 00400514	42970JPA	TELECOMMUNICATIONS ENGINEER	09/15/22	2,320.00	MW	IS	
AP CHK 00400515	51891	TETRA TECH INC	09/15/22	8,522.91	MW	IS	

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AP CHK 00400516	53452	THATCHER COMPANY OF CALIFOR	09/15/22	1,886.01	MW	IS	
AP CHK 00400517	1201	THOMSON REUTERS WEST	09/15/22	2,809.82	MW	IS	
AP CHK 00400518	15836	TJKM TRANSPORTATION CONSULT	09/15/22	3,515.00	MW	IS	
AP CHK 00400519	57077R	TOLL WEST COAST LLC	09/15/22	1,750.00	MW	IS	
AP CHK 00400520	57094	TONALEHQUEH, CALPULLI	09/15/22	1,000.00	MW	IS	
AP CHK 00400521	47836	TRAUBE CONSTRUCTION COMPANY	09/15/22	28,530.00	MW	IS	
AP CHK 00400522	29829	TSAI FONG BOOKS INC	09/15/22	57.09	MW	IS	
AP CHK 00400523	26803	TURBO DATA SYSTEMS INC	09/15/22	1,868.80	MW	IS	
AP CHK 00400524	4675	TURF & INDUSTRIAL EQUIPMENT	09/15/22	91.45	MW	IS	
AP CHK 00400525	37637	ULINE INC	09/15/22	605.38	MW	IS	
AP CHK 00400526	50490	UNITEDHEALTHCARE INSURANCE	09/15/22	352.82	MW	IS	
AP CHK 00400527	32209	UNIVAR SOLUTIONS USA INC	09/15/22	24,718.91	MW	IS	
AP CHK 00400528	7873	URBAN FARMER STORE, THE	09/15/22	132.10	MW	IS	
AP CHK 00400529	37684	USA BLUE BOOK	09/15/22	157.99	MW	IS	
AP CHK 00400530	46998	UTILITY TELECOM GROUP LLC	09/15/22	1,688.41	MW	IS	
AP CHK 00400531	38922	VANTAGEPOINT TRANSFER AGENT	09/15/22	2,000.00	MW	IS	
AP CHK 00400532	38922	VANTAGEPOINT TRANSFER AGENT	09/15/22	6,000.00	MW	IS	
AP CHK 00400533	38922	VANTAGEPOINT TRANSFER AGENT	09/15/22	6,219.91	MW	IS	
AP CHK 00400534	57090R	VAZQUEZ, JAMES	09/15/22	1,606.04	MW	IS	
AP CHK 00400535	29329	VERIZON WIRELESS SERVICES L	09/15/22	6,558.47	MW	IS	
AP CHK 00400536	52845R	VIKING PAVERS INC	09/15/22	500.00	MW	IS	
AP CHK 00400537	41056R	VIOLA, ANNA MARIE	09/15/22	769.50	MW	IS	
AP CHK 00400538	1579	VWR INTERNATIONAL LLC	09/15/22	2,227.41	MW	IS	
AP CHK 00400539	55963R	WANG, CHERESA	09/15/22	500.00	MW	IS	
AP CHK 00400540	36355	WASTEWATER SOLUTIONS INC	09/15/22	6,386.01	MW	IS	
AP CHK 00400541	46857	WATER INDUSTRY TRAINING SPE	09/15/22	3,200.00	MW	IS	
AP CHK 00400542	50485	WAVE BROADBAND	09/15/22	2,470.90	MW	IS	
AP CHK 00400543	39237	WEST COAST CODE CONSULTANTS	09/15/22	25,120.00	MW	IS	

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AP CHK 00400544	6141	WEST COAST CONTRACTORS SERV	09/15/22	114.06	MW	IS	
AP CHK 00400545	29517	WEST-LITE SUPPLY COMPANY IN	09/15/22	191.42	MW	IS	
AP CHK 00400546	36033R	WESTERN ENTERPRISES	09/15/22	2,000.00	MW	IS	
AP CHK 00400547	30684	WHITE CAP LP	09/15/22	330.12	MW	IS	
AP CHK 00400548	56711	WILLIAM K FAISST CONSULTING	09/15/22	8,569.80	MW	IS	
AP CHK 00400549	54330	WILLIAMS SCOTSMAN INC	09/15/22	828.51	MW	IS	
AP CHK 00400550	36417R	WILLIAMS, ANNE	09/15/22	721.54	MW	IS	
AP CHK 00400551	45551	WOLTERS KLUWER LEGAL & REGU	09/15/22	760.87	MW	IS	
AP CHK 00400552	21984	WONG, ANTHONY	09/15/22	891.00	MW	IS	
AP CHK 00400553	53781R	WONG, TONY	09/15/22	378.67	MW	IS	
AP CHK 00400554	18388JPA	WOODSIDE FIRE PROTECTION DI	09/15/22	8,271.67	MW	IS	
AP CHK 00400555	43396R	YAMA CONSTRUCTION	09/15/22	3,075.56	MW	IS	
AP CHK 00400556	12694R	ZALINSKIS, KLAUS	09/15/22	721.54	MW	IS	
AP CHK 00400557	51733R	ZAYO GROUP LLC	09/15/22	2,000.00	MW	IS	

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	5,101,328.56	Number of Checks Processed:	322
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 5,101,328.56

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00400558	G-HOLMES	FRANCHISE TAX BOARD	09/22/22	200.00	MW	IS	
AP CHK 00400559	12906LAW	LIEBERT CASSIDY WHITMORE	09/22/22	34,514.00	MW	IS	
AP CHK 00400560	56225	PRADO 9-1-1 INVESTIGATIVE S	09/22/22	1,806.96	MW	IS	
AP CHK 00400561	G1MARTINEZ	SAN MATEO COUNTY SHERIFF	09/22/22	112.50	MW	IS	
AP CHK 00400562	G1ALANO	US DEPT OF THE TREASURY	09/22/22	119.83	MW	IS	

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	36,753.29	Number of Checks Processed:	5
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 36,753.29

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00400563	56874	42ND STREET MOON	09/30/22	1,000.00	MW	IS	
AP CHK 00400564	25627	A S F ELECTRIC INC	09/30/22	9,325.00	MW	IS	
AP CHK 00400565	50236	ABM BUILDING SOLUTIONS SAN	09/30/22	1,607.00	MW	IS	
AP CHK 00400566	1514	ADAM HILL COMPANY, THE	09/30/22	64.44	MW	IS	
AP CHK 00400567	40735R	ADVANTAGE ROOFING INC	09/30/22	825.00	MW	IS	
AP CHK 00400568	15226	AFSCME DISTRICT COUNCIL 57	09/30/22	4,279.88	MW	IS	
AP CHK 00400569	29880	Airgas USA, LLC	09/30/22	32.58	MW	IS	
AP CHK 00400570	36102R	ALL FOUR SEASONS ROOFING	09/30/22	275.00	MW	IS	
AP CHK 00400571	37095	ALL INDUSTRIAL ELECTRIC SUP	09/30/22	9,542.92	MW	IS	
AP CHK 00400572	55560R	ALLIANCE HOMES	09/30/22	3,000.00	MW	IS	
AP CHK 00400573	22544	ALLSTAR FIRE EQUIPMENT INC	09/30/22	872.85	MW	IS	
AP CHK 00400574	37981	ALS LABORATORY GROUP	09/30/22	29.70	MW	IS	
AP CHK 00400575	40755	AMAZON	09/30/22	1,024.22	MW	IS	
AP CHK 00400576	56231	AMAZON CAPITAL SERVICES INC	09/30/22	1,362.41	MW	IS	
AP CHK 00400577	2083	AMERICA COPY & PRINTING CO	09/30/22	230.74	MW	IS	
AP CHK 00400578	38846	AMERICAN MESSAGING	09/30/22	29.58	MW	IS	
AP CHK 00400579	56082R	AMERICAN STANDARD ROOFING I	09/30/22	275.00	MW	IS	
AP CHK 00400580	14988	AMERICAN TOWER CORPORATION	09/30/22	8,712.83	MW	IS	
AP CHK 00400581	46585	ANTHEM BLUE CROSS	09/30/22	108.00	MW	IS	
AP CHK 00400582	46585	ANTHEM BLUE CROSS	09/30/22	95.60	MW	IS	
AP CHK 00400583	1101	AT&T	09/30/22	98.00	MW	IS	
AP CHK 00400584	32577	AT&T	09/30/22	390.74	MW	IS	
AP CHK 00400585	32577	AT&T	09/30/22	1,762.08	MW	IS	
AP CHK 00400586	32577	AT&T	09/30/22	10,722.75	MW	IS	
AP CHK 00400587	45195	AT&T	09/30/22	145.00	MW	IS	
AP CHK 00400588	45195	AT&T	09/30/22	225.00	MW	IS	
AP CHK 00400589	45195	AT&T	09/30/22	95.00	MW	IS	
AP CHK 00400590	45195	AT&T	09/30/22	850.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00400591	47003	AT&T	09/30/22	114.51	MW	IS	
AP CHK 00400592	47003	AT&T	09/30/22	103.81	MW	IS	
AP CHK 00400593	6413	AT&T MOBILITY	09/30/22	2,043.14	MW	IS	
AP CHK 00400594	6413	AT&T MOBILITY	09/30/22	691.48	MW	IS	
AP CHK 00400595	6413	AT&T MOBILITY	09/30/22	4,736.10	MW	IS	
AP CHK 00400596	6413	AT&T MOBILITY	09/30/22	1,287.68	MW	IS	
AP CHK 00400597	6413	AT&T MOBILITY	09/30/22	789.29	MW	IS	
AP CHK 00400598	6413	AT&T MOBILITY	09/30/22	80.48	MW	IS	
AP CHK 00400599	6413	AT&T MOBILITY	09/30/22	182.86	MW	IS	
AP CHK 00400600	54858	AU ENERGY	09/30/22	432.00	MW	IS	
AP CHK 00400601	29643	AUTO COLLISION CENTER	09/30/22	1,172.60	MW	IS	
AP CHK 00400602	53625	AVENU	09/30/22	660.00	MW	IS	
AP CHK 00400603	53260	AXON ENTERPRISE INC	09/30/22	3,238.41	MW	IS	
AP CHK 00400604	1232	BAKER & TAYLOR COMPANY INC	09/30/22	6,319.31	MW	IS	
AP CHK 00400605	7950	BAY AREA AIR QUALITY MANAGE	09/30/22	1,000.00	MW	IS	
AP CHK 00400606	50602	BAY AREA CAR CARE PRODUCTS	09/30/22	871.03	MW	IS	
AP CHK 00400607	19200	BIRITE FOODSERVICE DISTRIBU	09/30/22	4,266.60	MW	IS	
AP CHK 00400608	48840	BK TECHNOLOGIES INC	09/30/22	373.76	MW	IS	
AP CHK 00400609	22205	BLACKSTONE PUBLISHING	09/30/22	401.20	MW	IS	
AP CHK 00400610	56068	BRADSHAW CONSTRUCTION	09/30/22	9,600.00	MW	IS	
AP CHK 00400611	3349	BROADMOOR LANDSCAPE SUPPLY	09/30/22	137.78	MW	IS	
AP CHK 00400612	50902R	BROADWAY, CHRIS	09/30/22	185.00	MW	IS	
AP CHK 00400613	3064	BROWN & CALDWELL INC	09/30/22	39,642.91	MW	IS	
AP CHK 00400614	29354	BUCHANAN AUTO ELECTRIC INC	09/30/22	5,676.58	MW	IS	
AP CHK 00400615	17997	C.L.E.A.	09/30/22	2,376.00	MW	IS	
AP CHK 00400616	33981	CAGWIN & DORWARD	09/30/22	366.00	MW	IS	
AP CHK 00400617	32671	CALIFORNIA STATE LANDS COMM	09/30/22	2,246.88	MW	IS	
AP CHK 00400618	1196	CALIFORNIA WATER SERVICE CO	09/30/22	118.90	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00400619	17888	CARL WARREN & COMPANY INC	09/30/22	541.20	MW	IS	
AP CHK 00400620	28636	CDW GOVERNMENT INC	09/30/22	55.88	MW	IS	
AP CHK 00400621	42277	CEL ANALYTICAL INC	09/30/22	2,550.00	MW	IS	
AP CHK 00400622	40597R	CENTRAL ROOFING INC	09/30/22	275.00	MW	IS	
AP CHK 00400623	12885R	CHUNG, KIMMY	09/30/22	2,633.50	MW	IS	
AP CHK 00400624	48727	CINTAS CORPORATION	09/30/22	643.36	MW	IS	
AP CHK 00400625	51204	CINTAS CORPORATION	09/30/22	1,384.50	MW	IS	
AP CHK 00400626	3678	CINTAS CORPORATION #464	09/30/22	9,377.51	MW	IS	
AP CHK 00400627	25602	CITY OF DALY CITY	09/30/22	3,605.07	MW	IS	
AP CHK 00400628	56237	CLAREMONT BEHAVIORAL SERVIC	09/30/22	1,339.00	MW	IS	
AP CHK 00400629	57107R	CLEAN ROOFING	09/30/22	275.00	MW	IS	
AP CHK 00400630	48517	COMCAST	09/30/22	134.25	MW	IS	
AP CHK 00400631	48645	COMCAST	09/30/22	83.00	MW	IS	
AP CHK 00400632	51804	COMCAST	09/30/22	391.45	MW	IS	
AP CHK 00400633	52652	COMCAST	09/30/22	168.82	MW	IS	
AP CHK 00400634	56468	COMCAST	09/30/22	139.45	MW	IS	
AP CHK 00400635	57063	COMCAST CABLE COMMUNICATION	09/30/22	40,586.75	MW	IS	
AP CHK 00400636	12578	COMPLETE LINEN SERVICES INC	09/30/22	219.89	MW	IS	
AP CHK 00400637	24182	CONTRA COSTA COUNTY LIBRARY	09/30/22	600.00	MW	IS	
AP CHK 00400638	56253	CORE & MAIN LP	09/30/22	19,864.46	MW	IS	
AP CHK 00400639	57106R	CORRALES, MOISES	09/30/22	2,078.62	MW	IS	
AP CHK 00400640	14930	COUNTY OF SAN MATEO	09/30/22	82.25	MW	IS	
AP CHK 00400641	1053	CPS HR CONSULTING	09/30/22	1,805.00	MW	IS	
AP CHK 00400642	42324	CRIME SCENE CLEANERS INC	09/30/22	108.00	MW	IS	
AP CHK 00400643	48323	CRYSTAL CREAMERY	09/30/22	1,090.21	MW	IS	
AP CHK 00400644	28906	CSG CONSULTANTS INC	09/30/22	16,234.13	MW	IS	
AP CHK 00400645	19907	CWEA-TCP	09/30/22	100.00	MW	IS	
AP CHK 00400646	1836	DAILY JOURNAL CORPORATION	09/30/22	171.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00400647	1414	DALY CITY CENTRAL CASHIER	09/30/22	1,210.70	MW	IS	
AP CHK 00400648	1937	DALY CITY FIREFIGHTERS UNIO	09/30/22	8,690.50	MW	IS	
AP CHK 00400649	30935	DALY CITY POLICE OFFICERS B	09/30/22	1,694.95	MW	IS	
AP CHK 00400650	9290	DALY CITY POLICE OFFICERS A	09/30/22	14,546.16	MW	IS	
AP CHK 00400651	9290	DALY CITY POLICE OFFICERS A	09/30/22	1,780.00	MW	IS	
AP CHK 00400652	36807	DALY CITY TEST ONLY	09/30/22	40.00	MW	IS	
AP CHK 00400653	1793	DALY CITY TOOL MART	09/30/22	4,923.53	MW	IS	
AP CHK 00400654	54283R	DAUS-MAGBUAL, ROD	09/30/22	1,125.42	MW	IS	
AP CHK 00400655	51806	DAVID J POWERS & ASSOCIATES	09/30/22	10,836.74	MW	IS	
AP CHK 00400656	1510	DEMCO INC	09/30/22	321.76	MW	IS	
AP CHK 00400657	1299	DEPARTMENT OF JUSTICE	09/30/22	654.00	MW	IS	
AP CHK 00400658	20552	DEWEY PEST CONTROL INC	09/30/22	3,000.00	MW	IS	
AP CHK 00400659	14374	DOOLEY ENTERPRISES INC	09/30/22	8,802.66	MW	IS	
AP CHK 00400660	57100R	DUMLAO, ANTONIO	09/30/22	89.33	MW	IS	
AP CHK 00400661	53530	EAN SERVICES LLC	09/30/22	403.81	MW	IS	
AP CHK 00400662	48177	EAST BAY TIRE CO	09/30/22	1,365.90	MW	IS	
AP CHK 00400663	1347	EBSCO INFORMATION SERVICES	09/30/22	84.72	MW	IS	
AP CHK 00400664	40611	ECMS INC	09/30/22	770.58	MW	IS	
AP CHK 00400665	56368	EMERGENT SYSTEMS EXCHANGE L	09/30/22	3,660.00	MW	IS	
AP CHK 00400666	3786	ENVIRONMENTAL RESOURCE ASSO	09/30/22	1,096.78	MW	IS	
AP CHK 00400667	1049	EQUIFAX INFORMATION SVCS LL	09/30/22	50.00	MW	IS	
AP CHK 00400668	56435	ESO SOLUTIONS INC	09/30/22	667.58	MW	IS	
AP CHK 00400669	57102R	ESPANA, RAQUEL	09/30/22	771.85	MW	IS	
AP CHK 00400670	56291	EUROFINS EPK BUILT ENVIRONM	09/30/22	818.60	MW	IS	
AP CHK 00400671	26327	EWING IRRIGATION PRODUCTS I	09/30/22	933.28	MW	IS	
AP CHK 00400672	56904R	FARRAR, DAVID	09/30/22	720.00	MW	IS	
AP CHK 00400673	56099R	FEHR, KEVIN	09/30/22	867.63	MW	IS	
AP CHK 00400674	26375	FEINBERG, JEANETTE	09/30/22	785.40	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00400675	9922	FERGUSON ENTERPRISES LLC #3	09/30/22	1,138.78	MW	IS	
AP CHK 00400676	49393	FIRE SAFETY SUPPLY INCORPOR	09/30/22	706.70	MW	IS	
AP CHK 00400677	11813	FOLGER GRAPHICS	09/30/22	1,400.91	MW	IS	
AP CHK 00400678	G-HOLMES	FRANCHISE TAX BOARD	09/30/22	200.00	MW	IS	
AP CHK 00400679	56546	FUN EXPRESS LLC	09/30/22	598.57	MW	IS	
AP CHK 00400680	55864	GAO, JAMIE CHIAHUI	09/30/22	100.00	MW	IS	
AP CHK 00400681	21638R	GARRISON PROPERTIES	09/30/22	150.00	MW	IS	
AP CHK 00400682	56170	GAVIN'S PAINTING	09/30/22	1,111.47	MW	IS	
AP CHK 00400683	57103R	GENTRY CONSTRUCTION	09/30/22	275.00	MW	IS	
AP CHK 00400684	37387R	GLASS, ESMERALDA	09/30/22	720.00	MW	IS	
AP CHK 00400685	57105R	GOOD GUYS CONSTRUCTION	09/30/22	275.00	MW	IS	
AP CHK 00400686	30509	GOODYEAR COMMERCIAL TIRE &	09/30/22	1,921.06	MW	IS	
AP CHK 00400687	31925	GOVCONNECTION INC	09/30/22	75.59	MW	IS	
AP CHK 00400688	47692	GOVERNMENT FINANCE RESEARCH	09/30/22	1,995.00	MW	IS	
AP CHK 00400689	56403	GOVOS INC	09/30/22	8,793.39	MW	IS	
AP CHK 00400690	1754	GRAINGER INC	09/30/22	2,168.63	MW	IS	
AP CHK 00400691	36985	GRAND INDUSTRIES INC	09/30/22	40,631.39	MW	IS	
AP CHK 00400692	1571	GRANITEROCK	09/30/22	6,809.92	MW	IS	
AP CHK 00400693	29425	GRAPHTECH GRAPHICS	09/30/22	1,429.85	MW	IS	
AP CHK 00400694	57104R	GRAY WEST CONSTRUCTION INC	09/30/22	4,694.00	MW	IS	
AP CHK 00400695	1123	GRAYBAR ELECTRIC CO INC	09/30/22	384.91	MW	IS	
AP CHK 00400696	56252	GRISWOLD INDUSTRIES	09/30/22	24,088.40	MW	IS	
AP CHK 00400697	50963R	GRUMLEY, JOHN	09/30/22	169.99	MW	IS	
AP CHK 00400698	57031R	HA BUILDERS INC	09/30/22	1,475.00	MW	IS	
AP CHK 00400699	2223	HACH COMPANY	09/30/22	1,291.32	MW	IS	
AP CHK 00400700	50942	HANDLED WITH CARE	09/30/22	6,586.68	MW	IS	
AP CHK 00400701	3702	HARRINGTON INDUSTRIAL PLAST	09/30/22	4,330.86	MW	IS	
AP CHK 00400702	57065	HAWKINS COMPANY, THE	09/30/22	7,500.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00400703	23318	HERC RENTALS INC	09/30/22	1,362.42	MW	IS	
AP CHK 00400704	11376	HEWLETT PACKARD ENTERPRISE	09/30/22	15,273.99	MW	IS	
AP CHK 00400705	49700	HILL BROTHERS CHEMICAL CO	09/30/22	7,601.99	MW	IS	
AP CHK 00400706	4011	HILTI INC	09/30/22	1,791.32	MW	IS	
AP CHK 00400707	57108R	HIRVE, NILESH RAJENDRA	09/30/22	1,817.36	MW	IS	
AP CHK 00400708	54590	HOME DEPOT PRO, THE	09/30/22	9,755.74	MW	IS	
AP CHK 00400709	47748	HONEYWELL ANALYTICS INC	09/30/22	950.00	MW	IS	
AP CHK 00400710	2665	HSQ TECHNOLOGY CORP	09/30/22	2,250.00	MW	IS	
AP CHK 00400711	55183R	HUERTAS, YOLANDA	09/30/22	924.00	MW	IS	
AP CHK 00400712	57097	HUMINTELL LLC	09/30/22	960.00	MW	IS	
AP CHK 00400713	3076	IAFC MEMBERSHIP	09/30/22	310.00	MW	IS	
AP CHK 00400714	31781	INNOVATIVE CLAIM SOLUTIONS	09/30/22	15,415.58	MW	IS	
AP CHK 00400715	27808	JAMES FORD INC	09/30/22	64,664.97	MW	IS	
AP CHK 00400716	57096	JONES, CLEITUS	09/30/22	5,967.00	MW	IS	
AP CHK 00400717	7901	K 119 OF CALIFORNIA INC	09/30/22	9.06	MW	IS	
AP CHK 00400718	47002MED	KAISER PERMANENTE	09/30/22	8,122.26	MW	IS	
AP CHK 00400719	10144	KAMAN INDUSTRIAL TECHNOLOGI	09/30/22	761.34	MW	IS	
AP CHK 00400720	35151R	KETT, ROBERT	09/30/22	5,448.06	MW	IS	
AP CHK 00400721	39604	KIMBALL MIDWEST	09/30/22	986.12	MW	IS	
AP CHK 00400722	20073	KIMLEY HORN & ASSOCIATES IN	09/30/22	17,975.51	MW	IS	
AP CHK 00400723	51402R	KLATT, JOHN	09/30/22	61.10	MW	IS	
AP CHK 00400724	48573	KOSMONT COMPANIES	09/30/22	4,624.10	MW	IS	
AP CHK 00400725	1108	L N CURTIS AND SONS	09/30/22	597.54	MW	IS	
AP CHK 00400726	13776	LANGUAGE LINE SERVICES	09/30/22	1,833.73	MW	IS	
AP CHK 00400727	53259	LEFTA SYSTEMS	09/30/22	2,421.53	MW	IS	
AP CHK 00400728	29200	LEGAL SHIELD	09/30/22	358.90	MW	IS	
AP CHK 00400729	45083	LEHR	09/30/22	13,194.49	MW	IS	
AP CHK 00400730	57113R	LELEA, JUNIOR	09/30/22	650.00	MW	IS	

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AP CHK 00400731	52256	LIFTOFF LLC	09/30/22	6,240.00	MW	IS	
AP CHK 00400732	14431	LINDE INC	09/30/22	6,069.08	MW	IS	
AP CHK 00400733	29332	LORAL LANDSCAPING	09/30/22	6,370.00	MW	IS	
AP CHK 00400734	57008R	MA, ANNIE MENGLI	09/30/22	5,873.45	MW	IS	
AP CHK 00400735	57099R	MARTINS, RHUAN	09/30/22	1,570.00	MW	IS	
AP CHK 00400736	54999R	McCARTHY, NICHOLAS	09/30/22	5,448.06	MW	IS	
AP CHK 00400737	23949	METRO MOBILE COMMUNICATIONS	09/30/22	931.77	MW	IS	
AP CHK 00400738	22863	MIDWEST TAPE INC	09/30/22	1,342.95	MW	IS	
AP CHK 00400739	42161R	MORGAN, JEFFREY	09/30/22	720.00	MW	IS	
AP CHK 00400740	53699	MORROW SERVICE	09/30/22	1,304.40	MW	IS	
AP CHK 00400741	39868R	MR ROOFING INC	09/30/22	275.00	MW	IS	
AP CHK 00400742	15210	MUNICIPAL MAINTENANCE EQUIP	09/30/22	579,245.64	MW	IS	
AP CHK 00400743	56793	NATIONAL FITNESS CAMPAIGN L	09/30/22	306,040.80	MW	IS	
AP CHK 00400744	49974	NGLIC	09/30/22	1,857.12	MW	IS	
AP CHK 00400745	52422	NICHOLS CONSULTING ENGINEER	09/30/22	60,124.53	MW	IS	
AP CHK 00400746	55546	NORTH AMERICAN FENCE & RAIL	09/30/22	32,944.00	MW	IS	
AP CHK 00400747	25761	NORTHERN SAFETY CO INC	09/30/22	135.66	MW	IS	
AP CHK 00400748	56820	ODP BUSINESS SOLUTIONS LLC	09/30/22	518.64	MW	IS	
AP CHK 00400749	56821	ODP BUSINESS SOLUTIONS LLC	09/30/22	1,250.06	MW	IS	
AP CHK 00400750	56822	ODP BUSINESS SOLUTIONS LLC	09/30/22	1,262.35	MW	IS	
AP CHK 00400751	53946	OLSON, ALAN RAY	09/30/22	408.00	MW	IS	
AP CHK 00400752	56335	OPERATIONAL TECHNICAL SERVI	09/30/22	8,491.41	MW	IS	
AP CHK 00400753	42838	PACE SUPPLY CORP	09/30/22	7.00	MW	IS	
AP CHK 00400754	1216	PACIFIC GAS & ELECTRIC	09/30/22	395,526.60	MW	IS	
AP CHK 00400755	29252	PACIFIC PRODUCE INC	09/30/22	1,242.30	MW	IS	
AP CHK 00400756	38239	PAPE MACHINERY INC	09/30/22	1,121.01	MW	IS	
AP CHK 00400757	38465R	PARANGAN, JEFFREY	09/30/22	632.35	MW	IS	
AP CHK 00400758	56367MED	PAUL R GOOD PHD	09/30/22	1,550.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00400759	53495	PAVEMENT ENGINEERING INC	09/30/22	720.00	MW	IS	
AP CHK 00400760	1936	PENINSULA PEACE OFFICERS AS	09/30/22	201.60	MW	IS	
AP CHK 00400761	29738	PENINSULA UNIFORMS & EQUIPM	09/30/22	395.50	MW	IS	
AP CHK 00400762	55742	PENNE BROTHERS LLC DBA YOUN	09/30/22	3,150.00	MW	IS	
AP CHK 00400763	49521R	PEREUR, ANTHONY	09/30/22	550.00	MW	IS	
AP CHK 00400764	55834R	PERMIT SERVICES	09/30/22	158.90	MW	IS	
AP CHK 00400765	19678	PERS LONG TERM CARE PROGRAM	09/30/22	248.17	MW	IS	
AP CHK 00400766	19678	PERS LONG TERM CARE PROGRAM	09/30/22	248.17	MW	IS	
AP CHK 00400767	47044	PETERSON TRUCKS INC	09/30/22	6,237.08	MW	IS	
AP CHK 00400768	36106	POLYDYNE INC	09/30/22	34,526.59	MW	IS	
AP CHK 00400769	54462	PORAC RETIREE MEDICAL TRUST	09/30/22	17,800.00	MW	IS	
AP CHK 00400770	52406	POWER WORKS INC	09/30/22	5,664.06	MW	IS	
AP CHK 00400771	51526	PURETEC INDUSTRIAL WATER	09/30/22	6.29	MW	IS	
AP CHK 00400772	14449	R & S ERECTION OF SAN MATEO	09/30/22	2,705.73	MW	IS	
AP CHK 00400773	57109R	R A THOMSON ROOFING	09/30/22	275.00	MW	IS	
AP CHK 00400774	51664R	RAYGOZA, ROBERTO	09/30/22	140.00	MW	IS	
AP CHK 00400775	50803	READYREFRESH BY NESTLE	09/30/22	180.02	MW	IS	
AP CHK 00400776	1687	RED WING SHOES	09/30/22	350.00	MW	IS	
AP CHK 00400777	14608	REEVES COMPANY INC	09/30/22	29.09	MW	IS	
AP CHK 00400778	54591	ROADWAY STEEL & FABRICATION	09/30/22	5,079.77	MW	IS	
AP CHK 00400779	57114R	RODRIGUEZ, RENALDO	09/30/22	147.39	MW	IS	
AP CHK 00400780	57110R	ROOFING FRIENDS, THE	09/30/22	275.00	MW	IS	
AP CHK 00400781	13761	ROSS RECREATION EQUIPMENT I	09/30/22	142.86	MW	IS	
AP CHK 00400782	57116	RUBY IBARRA ENTERTAINMENT L	09/30/22	3,500.00	MW	IS	
AP CHK 00400783	22771	S & S WORLDWIDE INC	09/30/22	156.76	MW	IS	
AP CHK 00400784	1087	SAFETY KLEEN SYSTEMS INC	09/30/22	2,548.30	MW	IS	
AP CHK 00400785	56629	SAN FRANCISCO HEARING CENTE	09/30/22	200.96	MW	IS	
AP CHK 00400786	56664	SAN MATEO COUNTY FIREFIGHTE	09/30/22	8,840.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00400787	18047	SAN MATEO COUNTY PUBLIC	09/30/22	8,504.50	MW	IS	
AP CHK 00400788	35246	SAN MATEO COUNTY SHERIFFS O	09/30/22	103,908.00	MW	IS	
AP CHK 00400789	56750	SCL-NORTH	09/30/22	3,494.02	MW	IS	
AP CHK 00400790	50625R	SF CROWN ROOFING INC	09/30/22	275.00	MW	IS	
AP CHK 00400791	52666	SHRED WORKS INC	09/30/22	161.00	MW	IS	
AP CHK 00400792	54955R	SKYBLUE BUILDERS	09/30/22	2,155.00	MW	IS	
AP CHK 00400793	1985	SMCPCSA	09/30/22	100.00	MW	IS	
AP CHK 00400794	20534	ST FRANCIS ELECTRIC INC	09/30/22	1,515.00	MW	IS	
AP CHK 00400795	3613	STATIONARY ENGINEERS LOCAL	09/30/22	4,065.88	MW	IS	
AP CHK 00400796	57117	STRONG ENTERTAINMENT LLC	09/30/22	1,000.00	MW	IS	
AP CHK 00400797	51439	SWEET DELIGHT BAKERY	09/30/22	2,673.00	MW	IS	
AP CHK 00400798	15547R	SYLVESTER, GLENN	09/30/22	1,588.34	MW	IS	
AP CHK 00400799	45319	T MOBILE USA INC	09/30/22	150.00	MW	IS	
AP CHK 00400800	57115R	TAIM, AUDI	09/30/22	40.00	MW	IS	
AP CHK 00400801	56988	TARRAR UTILITY CONSULTANTS	09/30/22	2,399.00	MW	IS	
AP CHK 00400802	2798	TEAMSTERS LOCAL 856	09/30/22	3,039.00	MW	IS	
AP CHK 00400803	13852	TELECOMMUNICATIONS ENGINEER	09/30/22	2,887.00	MW	IS	
AP CHK 00400804	53970	TRIDENT K9 CONSULTING	09/30/22	1,000.00	MW	IS	
AP CHK 00400805	52033	TRIPLEPI SMITH & ASSOCIATES	09/30/22	1,757.70	MW	IS	
AP CHK 00400806	51119R	TUALAULELEI, JEREL	09/30/22	378.27	MW	IS	
AP CHK 00400807	57111R	UDALOV, ALEXEY	09/30/22	2,246.86	MW	IS	
AP CHK 00400808	37637	ULINE INC	09/30/22	1,020.08	MW	IS	
AP CHK 00400809	11522	UNDERGROUND SERVICE ALERT	09/30/22	2,617.25	MW	IS	
AP CHK 00400810	31894R	UNITED ROOFING COMPANY	09/30/22	275.00	MW	IS	
AP CHK 00400811	32209	UNIVAR SOLUTIONS USA INC	09/30/22	12,040.04	MW	IS	
AP CHK 00400812	7873	URBAN FARMER STORE, THE	09/30/22	234.10	MW	IS	
AP CHK 00400813	G1ALANO	US DEPT OF THE TREASURY	09/30/22	136.39	MW	IS	
AP CHK 00400814	37684	USA BLUE BOOK	09/30/22	1,013.94	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00400815	38922	VANTAGEPOINT TRANSFER AGENT	09/30/22	6,000.00	MW	IS	
AP CHK 00400816	38922	VANTAGEPOINT TRANSFER AGENT	09/30/22	2,000.00	MW	IS	
AP CHK 00400817	56885R	VAZQUEZ ROOFING	09/30/22	275.00	MW	IS	
AP CHK 00400818	29329	VERIZON WIRELESS SERVICES L	09/30/22	1,469.87	MW	IS	
AP CHK 00400819	56195	VIERNES, ROBERT	09/30/22	300.00	MW	IS	
AP CHK 00400820	1579	VWR INTERNATIONAL LLC	09/30/22	441.50	MW	IS	
AP CHK 00400821	47474R	WAH WONG CONSTRUCTION COMPA	09/30/22	4,975.00	MW	IS	
AP CHK 00400822	56945	WALKER PROCESS EQUIPMENT	09/30/22	14,750.00	MW	IS	
AP CHK 00400823	36355	WASTEWATER SOLUTIONS INC	09/30/22	4,125.00	MW	IS	
AP CHK 00400824	50485	WAVE BROADBAND	09/30/22	243.51	MW	IS	
AP CHK 00400825	3691	WECO INDUSTRIES LLC	09/30/22	856.81	MW	IS	
AP CHK 00400826	49085	WEST COAST ARBORISTS INC	09/30/22	2,700.00	MW	IS	
AP CHK 00400827	39237	WEST COAST CODE CONSULTANTS	09/30/22	36,331.98	MW	IS	
AP CHK 00400828	6141	WEST COAST CONTRACTORS SERV	09/30/22	110.86	MW	IS	
AP CHK 00400829	30684	WHITE CAP LP	09/30/22	274.68	MW	IS	
AP CHK 00400830	57101R	WONG, ROSE ALFONSO	09/30/22	4,975.00	MW	IS	
AP CHK 00400831	41132	WRIGHT, CHARLAYNE	09/30/22	336.00	MW	IS	
AP CHK 00400832	46308R	YES CONSTRUCTION	09/30/22	3,608.03	MW	IS	
AP CHK 00400833	57112R	ZHAO, DONG YI	09/30/22	1,774.99	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
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G R A N D T O T A L S:								
		Total Void Machine Written		0.00		Number of Checks Processed:		0
		Total Void Hand Written		0.00		Number of Checks Processed:		0
		Total Machine Written		2,399,657.36		Number of Checks Processed:		271
		Total Hand Written		0.00		Number of Checks Processed:		0
		Total Reversals		0.00		Number of Checks Processed:		0
		Total Cancelled		0.00		Number of Checks Processed:		0
		Total EFTs		0.00		Number of EFTs Processed:		0
		Total EPAYs		0.00		Number of EPAYs Processed:		0
		G R A N D T O T A L		2,399,657.36				



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 24, 2022

Subject: Introduction of Ordinance Adding Chapter 9.58 – Re: Unlawful Possession of Used Catalytic Converter

Recommended Action

Staff recommends the Council conduct a public hearing and introduce the attached Ordinance adding Chapter 9.58 to the Daly City Municipal Code, prohibiting the unlawful possession of used catalytic converters in Daly City.

Background

Catalytic converter thefts have become increasingly problematic in Daly City over the last few years. There were 90 reported incidents in 2020, 182 reported incidents in 2021, and 162 reported incidents year to date in 2022. These thefts continue to rise because individuals are incentivized to commit catalytic converter thefts due to the ease of committing the crime, the monetary incentive and the challenges associated with arresting and prosecuting suspects.

On October 10, 2022, Council set October 24, 2022, during the regularly scheduled council meeting, as the time and place for the first reading and public presentation of the ordinance, which would prohibit the unlawful possession of a used catalytic converter.

Discussion

While California lawmakers have recognized catalytic converter thefts are a growing problem and are looking at ways to address the issue, there are currently no laws to enforce the unlawful possession of a catalytic converter absent an identifiable victim. Staff propose adoption of an ordinance to add Chapter 9.58 to the Daly City Municipal Code to prohibit the unlawful possession of any used catalytic converter not attached to a vehicle, unless the possessor has valid documentation or other proof to verify, they are in lawful possession of the catalytic converter.

For purpose of the ordinance, a “used catalytic converter” would be defined as any catalytic converter that has at any point been installed on a vehicle. “Lawful possession” would require being the lawful owner of the catalytic converter or be in possession of the catalytic converter with the lawful owner’s written consent. The ordinance will not require proof the catalytic converter was stolen to establish the unlawful possession.

A person would be required to show “documentation or other proof” to verify they are in lawful possession, which includes (i) a certificate of title or certificate of registration showing the possessor’s legal interest in the vehicle from which the catalytic converter was detached that matches the vehicle identification number permanently marked on the catalytic converter; (ii) written authorization, including the vehicle identification number, from the person or entity that holds the certificate of title or certificate of registration of the vehicle from which the catalytic converter was detached; or (iii) evidence the catalytic converter was acquired in a lawful transaction pursuant to the requirements of Section 21610 of the Business and Professions Code.

**City Council Agenda Report
Response Meeting Page 2 of 2**

Any violation of the ordinance would be punishable by a misdemeanor, which may include a fine or imprisonment, or both as provided in Section 36901 of the California Government Code. A fine may not exceed one-thousand dollars (\$1000), and imprisonment may not exceed six (6) months.

Fiscal Impact

The adoption of this ordinance will have no impact on the City's budget.

Summary/Conclusion

Staff recommends the City Council conduct a public hearing and introduce the attached Ordinance adding Chapter 9.58 to the Daly City Municipal Code adopting an ordinance prohibiting the unlawful possession of used catalytic converters in Daly City.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'C. Christensen', is positioned above the printed name.

Cameron Christensen
Acting Chief of Police

Attachments:

1. Draft Ordinance Chapter 9.58

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DALY CITY ADDING
CHAPTER 9.58 TO THE DALY CITY MUNICIPAL CODE REGARDING UNLAWFUL
POSSESSION OF USED CATALYTIC CONVERTER

SECTION 1. The Daly City Municipal Code Chapter 9.58 is added to read as follows:

Chapter 9.58

“UNLAWFUL POSSESSION OF USED CATALYTIC CONVERTER”

Sections:

9.58.010 Title
9.58.020 Definitions
9.58.030 Violations; Penalty

9.58.010 Title

- A. This Ordinance shall be known as the Unlawful Possession of Used Catalytic Converter Ordinance.

9.58.020 Definitions

- A. “Used catalytic converter” would be defined as any catalytic converter that has at any point been installed in a vehicle.
- B. “Lawful possession” would require being the lawful owner of the catalytic converter or be in possession of the catalytic converter with the lawful owner’s written consent but does not require proof that the catalytic converter was stolen to establish the possession is not a lawful possession. A person would be required to show “documentation or other proof” to verify they are in lawful possession, which includes (i) a certificate of title or certificate of registration showing the possessor’s legal interest in the vehicle from which the catalytic converter was detached that matches the vehicle identification number permanently marked on the catalytic converter; (ii) written authorization, including the vehicle identification number, from the person or entity that holds the certificate of title or certificate of registration of the vehicle from which the catalytic converter was detached; or (iii) evidence the catalytic converter was acquired in a lawful transaction pursuant to the requirements of Section 21610 of the Business and Professions Code.

9.58.030 Violations; Penalty

- A. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, such person shall be punished as provided in Section 36901 of the California Government Code.
- B. Each and every violation of this chapter shall constitute a distinct and separate offense and shall be subject to all remedies and enforcement measures authorized by the Daly City Municipal Code. Each and every catalytic converter unlawfully possessed is a separate violation of this chapter.

SECTION 2. **Environmental Determination.** The City Council of Daly City finds and determines that the implementation of measures described in this Chapter is in furtherance police powers of the City of Daly City, and that these purposes are exempt from the provision of the California Environmental Quality Act (CEQA); Chapter 3 (commencing with Section 21100) of Division 13 of the Public Resources Code, as provided in categorical exemption Classes 1, 4, 5, 7, 8, 9, and or 21 of the CEQA Guidelines (Title 14, California Code of Regulations, Sections 15301-15329).

SECTION 3. **Severability:** If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Chapter.

The City Council hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

SECTION 4. **Effective Date and Publication:** Pursuant to the provisions of Government Code Section 36933, a summary of this ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this ordinance is scheduled to be adopted, the City Clerk shall (1) publish the summary, and (2) post it in the City Clerk's office a certified copy of this ordinance. Within fifteen (15) days after the adoption of this ordinance, the City Clerk shall (1) publish the summary and (2) post in the City Clerk's office a certified copy of the full text of this ordinance along with the names of those City Council members voting for and against this ordinance or otherwise voting. This ordinance shall become effective thirty (30) days from and after its adoption.

Introduced this _____ day of _____, 2022

Passed and adopted as an Ordinance of the City of Daly City at a regular meeting of the City Council of the City of Daly City held on the _____ day of _____, 2022, by the following vote:

AYES, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 24, 2022

Subject: Developer Selection and Authorization to Prepare an Exclusive Negotiating Agreement for 1837 Junipero Serra Blvd. Daly City, California

Recommendation

Staff recommends that the City Council select a developer based on the proposals submitted for 1837 Junipero Serra Blvd. Daly City, California and authorize staff to engage in an Exclusive Negotiating Agreement (ENA) with the selected developer for subsequent review and approval by the City Council.

Background

On February 15, 2022, the City Council received presentations from and interviewed four developer teams that are interested in developing the City's property at 1837 Junipero Serra Boulevard. A fifth development team was interviewed on March 14, 2022. The City Council selected three of the development teams to submit a refined term sheet and to progress to a second round of interviews that will occur at tonight's study session. The selected teams were JM McLennan Development, L.F. George Properties Corporation, and Phase 3 Real Estate Partners, Inc.

The refined term sheet was to include the following details:

1. Buyer (type of entity)
2. Purchase price (at fair market value or necessary subsidy, with corresponding project proforma / evidence of financial feasibility)
3. Deposit (associated with City reimbursement for processing/negotiation expenses vis-à-vis a Disposition and Development Agreement, including when non-refundable)
4. Source(s) of funds (equity and debt)
5. Due diligence period
6. Due diligence and closing contingencies
7. Closing timing
8. Expected obligations of City (if applicable)
9. Proposed project description and schedule
10. Qualitative and quantitative overview of economic and community benefits from project (e.g., tax revenues)
11. Other relevant terms (assumption regarding expected use of union labor for construction and/or operation, covenants, buy back provisions, etc.)

A summary of the developer terms, prepared by Kosmont, is shown on Attachment A. On July 18, 2022, the Council conducted a second round of interviews. At that meeting, Phase 3 withdrew their proposal. After interviewing the remaining two developers, JM McLennan Development and L.F. George Properties Corporation, the City Council had remaining questions regarding project benefits and potential revenue.

Discussion

Since the July meeting, Kosmont and staff have worked with the two development teams to obtain more refined revenue projections. Attachments B (JM McLennan) and C (LF George), are the developer responses to the additional information requests. Kosmont prepared its own analysis of potential revenues based on the provided information. Key components of the revenue projections were one-time revenues from the sale of the property and ongoing revenues based on property tax, sales, taxes, business license taxes, and transient occupancy tax (TOT) if applicable. A summary of those revenue projections is provided on Attachment D.

The **JM McLennan Development** submittal reflects a mixed-use hotel/residential concept, including 180 hotel rooms, 40 studios for flexible use (short-term rentals, extended stay, or apartments), ten top floor condominium units, a 30,000 square foot conference center, and a 30,000 square foot athletic club. Based on Kosmont's analysis, the proposal would contribute \$1,050,000 in one time revenue from the property sale and an ongoing revenue stream of approximately \$1.6 million annually, with a significant portion of the revenue coming from TOT.

The **L.F. George Properties Corporation** submittal reflects a 300-unit residential building with 25 affordable units for Daly City employees and an additional 20 affordable units. An 8,000 square foot community center and 10 ground floor commercial tenant spaces are also proposed. Kosmont's analysis indicates one-time revenue of \$1.8 million and an ongoing annual revenue stream of \$429,000. The projected revenue initially submitted by L.F. George reflected a significantly higher annual revenue of \$1.08 million. Based on follow up communications and concurrence with the LF George team, Kosmont's projections are correct.

Next Steps

Based on the submitted RFP, and all the information available, the City Council can select the developer they believe is best able to meet the City's goals. Once a developer is selected, the next step would be to proceed with executing an Exclusive Negotiating Agreement (ENA). The purpose of the ENA is to provide the developer assurances that the City will work exclusively with it, while the developer funds the cost of refining the design of the project and the studies associated with the project that will be necessary to obtain the land use approvals for the project.

The ENA itself does not commit the City to selling or the developer to buying the property. It is a contract whereby the City and Developer agree to negotiate in *good faith* during the term of the ENA to prepare a Disposition and Development Agreement (DDA) for future consideration by the City Council. The ENA, which will be brought back for Council consideration at a future meeting, will provide for the developer to apply for and pay all expenses related to the land use entitlements and environmental review needed for the proposed hotel project, while the City and Developer engage in exclusive, good faith negotiations regarding the terms of a DDA for the sale and development of the property with a hotel.

Conclusion

With Council direction tonight, staff will move forward with the next step of this process, preparing an ENA for City Council approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tatum Mothershead', written in a cursive style.

Tatum Mothershead
Director, Economic and Community Development

Attachments

- Attachment A – Kosmont Summary of Developer Terms
- Attachment B – JM McLennan Supplemental Information
- Attachment C – LF George Properties Supplemental Information
- Attachment D – Kosmont Direct Fiscal Comparison

City of Daly City – Pacific Plaza Development Opportunity Site (1837 Junipero Serra Blvd.)
Round 2 Term Sheet Summary
July 12, 2022

	L.F. George Properties Corporation	McLennan Development	Phase 3 Real Estate Partners and Bain Capital (“Atlantic P3 Life Sciences Holding VI LLC”)
1) Purchase Price and Timing	\$4,000,000 Transferrable within 7 business days of entitlement approval	Between \$2,500,000 and \$5,000,000 – TBD based on appraisal Closing within 60 days of building permit issuance	Greater of: Fair market value for 250-key hotel (based on appraisal – in recognition of original land use intent); or \$85 per R&D gross SF (approx. \$15.8 million based on proposal) Contingent on “agreement on design and financial parameters through entitlement process – e.g., no less than 100,000 SF) Closing 60 days after end of any public appeal period following entitlement approvals
2) Deposit	\$500,000 within 3 days of term sheet execution non-refundable upon entitlement approval	\$250,000 upon issuance of Exclusive Right to Negotiation (ERN) for 10 months Additional \$50,000 for additional 90 days if needed	\$500,000 Within 5 business days of RFP award Additional \$1,500,000 within 3 business days of expiration of Due Diligence Period, at which point all deposits become non-refundable Deposits refundable “if design and financial parameters are not met”
3) Project Description	300-unit residential, 10-story building 25 affordable units for Daly City employees and family members 20 additional affordable units 8,000 SF community / event center	180 hotel rooms 40 studios for short-term or extended stay or apartment rental 10 top-floor condominium (for-sale) 30,000 SF event center for groups up to 1,500	211,100 SF total, 7-story building 186,100 SF R&D 25,000 SF event center 9,100 SF rooftop terrace (in addition to building SF noted above)

City of Daly City – Pacific Plaza Development Opportunity Site (1837 Juniperro Serra Blvd.)
Round 2 Term Sheet Summary
July 12, 2022

	L.F. George Properties Corporation	McLennan Development	Phase 3 Real Estate Partners and Bain Capital (“Atlantic P3 Life Sciences Holding VI LLC”)
	10 ground floor “commercials” (tenant spaces)	30,000 SF athletic club / physical therapy (relocation of existing facility in City)	Fitness center and café open to public Parking to be provided via the two garages in the larger development complex (Developer notes its ability to allocate spaces accordingly)
4) Obligations of City	Soil report, EIR, “all related documentation”	“Detailed agreement with parking structure ownership to provide necessary dedicated parking spaces for the project per existing agreement”	None identified
5) Community and Economic Benefits	Affordable housing component, community center, garden, solar system Indirect jobs and taxable spending from residents Property tax (estimated by Kosmont at \$270,000 annually) Other revenues not identified	Event center Hotel tax (TOT) estimated at \$1.3M annually Proposed “Apartment in lieu Fee” of 2.5% of monthly rental income (estimated at \$24,000 annually) Event center sales taxes (estimated at \$50,000 annually) Proposed Event Center ticket tax/fee of \$0.50 per ticket (estimated at \$54,000 annually) Proposed Event Center room rental fee of 5% of gross rental revenues (estimated at \$19,200 annually)	Event center, rooftop terrace Hotel tax (TOT) in-lieu at \$1 million annually, escalating at CPI, no more than 2% annually) – into perpetuity If less than 186,100 SF of R&D approved, amount shall be reduced on PSF basis (\$5.37 per R&D SF) High-quality / high-wage employment (630 jobs estimated at \$143K salary) Indirect spending from employees Property tax (estimated by Kosmont at \$317,000 annually) Business license tax / other revenues not identified

City of Daly City – Pacific Plaza Development Opportunity Site (1837 Junipero Serra Blvd.)
Round 2 Term Sheet Summary
July 12, 2022

	L.F. George Properties Corporation	McLennan Development	Phase 3 Real Estate Partners and Bain Capital (“Atlantic P3 Life Sciences Holding VI LLC”)
		Business license taxes on gross receipts (estimated at \$209,000 annually – portion is relocated from existing fitness center in town) Property tax (estimate adjusted by Kosmont at \$168,000 annually) Hotel employment (135 hotel jobs estimated by Kosmont)	
6) Sources of Equity and Debt	\$5M equity / \$85M debt (Proof of funds for \$4.4 million)	Robert McLennan and McLennan Family Trust for pre-development Liaoning Benefit Petroleum (US) Corp partnership for development Approx. 6% McLennan / 94% LBP	65% debt (via JLL Capital Markets brokerage) 35% equity (from Bain Capital Real Estate Life Sciences Fund)
7) Due Diligence Period	“ASAP”	10 months with additional 90-day option (ENA period)	60 days from Disposition and Development Agreement (DDA) execution
8) Development Schedule	Construction complete within 3 years	Opening 2025 / 2026	ENA/DDA 1-5 months Entitlement 9-15 months for CUP Design 8 months Construction 24 months (2024/2025 completion)
9) Union Labor	Construction and operation utilizing prevailing wages	100% union labor for construction Operations not addressed	Intention to use union labor and prevailing wage (assuming for construction)

1837 Junipero Serra

Summary Sources and Basis of project feasibility and Economic Impacts

Significant Assumptions:

- Building Shell: 286,000 gross area
- Shell construction: \$350/ per sq. ft.
- Gross Total Cost: \$100M
- Total Soft Costs: \$17M
- Building Allocation:
 - Hotel/Apartments 148,189 sq. ft. – 51.8%
 - Health Club and Physical Therapy 35,588 sq. ft.- 12.4%
 - Event Center 33,361 sq. ft. -11.6%
 - Parking 65,478 sq. ft. -22.9%
 - Mechanicals 4,377 sq. ft. – 1.5%

- Hotel Operations:

- Initially 180 guestrooms hotel / 40 units of residential and extended stay

Year	2027	2028	2029	2030	2031
Hotel Occupancy	67%	70%	72%	74%	74%
Ave. Daily Rate	\$ 250.00	\$270.00	\$286.20	\$297.65	\$309.55
Rooms Revenue (\$M)	\$11.0	\$12.4	\$13.5	\$14.5	\$15.0
T.O.T Tax @ 13% (\$M)	\$1.43	\$1.61	\$1.76	\$1.88	\$1.96

- Other Annual Revenue:

Food & Beverage (\$M)	\$4.0	\$4.1	\$4.2	\$4.4	\$4.6
Parking \$(000)	\$650	\$657	\$664	\$670	\$677
Health Club Lease	TBD				
Live Nation Event Ctr	TBD				
Apartments-40 units (net) \$(000)	\$960	\$989	\$1,018	\$1,049	\$1,080

- Valuation Model:

- DCF Valuation Model: \$124M / \$563K per unit
- Residual funds available for Land Acquisition: \$ 6M
- Supports 60% Loan (\$75M)
- Five Year IRR = 10.7

- Basis for Benefits to Daly City – Summary

- Annual TOT Tax (above): \$1.4M initially
- “Fee in Lieu”: Apartments

Apartments		2027	2028	2029	2030	2031
Number	40					
Occupancy		80%	90%	95%	95%	95%
Monthly Rate		\$2,500	\$2,800	\$3,000	\$3,000	\$3,000
Annual Rent		\$30,000	\$33,600	\$36,000	\$36,000	\$36,000
Total Rent		\$960,000	\$1,209,600	\$1,368,000	\$1,368,000	\$1,368,000
City in lieu fee	2.50%	\$24,000	\$30,240	\$34,200	\$34,200	\$34,200

- Retail Sales Tax: Food & Beverage and Sundry:

Year	2027	2028	2029	2030	2031
Food and Beverage Rev	\$4,000,000	\$4,120,000	\$4,243,600	\$4,370,908	\$4,502,035
Retail Tax @ 9.75%	\$390,000	\$401,700	\$413,751	\$426,164	\$438,948
Daly City 1.5%	\$60,000	\$61,800	\$63,654	\$65,564	\$67,531

- Payroll Taxes: Based on the hybrid operation, the annual payroll is approximately \$5M. Payroll taxes @ 1.5% means approximately \$75,000 annually

Summary

The proposed mixed-use development will provide both hotel and apartment uses where the relative proportions of hotel vs. apartment units can be adapted to meet market needs. In addition, a major Health Fitness Club and vibrant event center will complement the entire development. These uses will combine to provide local employment opportunities and substantial economic and fiscal impacts for the City. As the chart below depicts, over the first five years of operation the proposed development will deliver \$9.5M in direct quantifiable impact to the City, averaging \$1.75M per year.

Direct Impact to Daly City

Direct to Daly City	2027	2028	2029	2030	2031
T.O.T. TAX	\$1,430,000	\$1,610,000	\$1,760,000	\$1,880,000	\$1,960,000
In Lieu Fees	\$24,000	\$30,240	\$34,200	\$34,200	\$34,200
Retail Tax	\$60,000	\$61,800	\$63,654	\$65,564	\$67,531
Payroll Tax	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Total	\$1,589,000	\$1,777,040	\$1,932,854	\$2,054,764	\$2,136,731

Total Estimated Direct Impact – First Five Years : \$9,490,389

Note: Other fiscal and economic impacts for the City will be “indirect” and includes retail sales and other economic activity generated by a mix of our daily population of hotel guests, apartment dwellers, health club members, and event attendees. It is very difficult to quantify, but certainly exists.



L.F. GEORGE PROPERTIES CORPORATION

159 El Camino Real, Millbrae CA 94030
650-697-3800 | info@LFGGeorgeProperties.com

August 25, 2022

Mayor and Council Members at City of Daly City

333 90th Street
Daly City, CA 94015

Kosmont Companies

Attn: Ken K. Hira and Joseph Dieguez
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266

Re: **1837 Junipero Serra Blvd. Daly City**

To: City of Daly City Mayor Rod Daus-Magbual, Vice Mayor Raymond Buenaventura, City Council members, Glenn Sylvester, Pamela DiGiovanni and Juslyn Manalo:

On behalf of LF George Properties, I would like to provide more detailed information on the potential fiscal benefits from the project 1837 Junipero Serra, Daly City.

After further analysis, it was determined the project will contribute over **\$1,008,000+ annually** to City of Daly City from retail sales tax and property taxes (basing off of the property tax distribution, 17% of the total amount will be distributed to the City).

Benefits contribute to the City. Breakdown listed below.

1. One time contribute to Daly City of **\$1M (Total purchase price \$4M)**.
2. 17% of property tax from Owners to City Budget - **\$808,000.00/annually** and Local / Sales Tax from the Retails – Estimating over **\$200,000.00/annually. Total 1.08M to the City annually.**
3. **Waived or discounted** rent to Daly City Community Groups and nonprofits organization serving Daly City. Providing over 10,000 sq.ft. in building B for City to utilize as a community center for events and meetings.
4. Development will intend to utilize **90% union labor**.
5. Development will generate **150 employees**, daily during construction over the course of 3 years. After completion, the project will create over **80 permanent jobs**.
6. Developer are offering **45 below market rate units**. Among the 45 units, 25 units will be assign for workforce residents which shall be City employees and or City employees' family member(s), such as, policeman, teachers and or City staffs/personnels. The remaining 20 units will be assign for low income families.

Our team is available on both dates proposed for the hearing. Please feel free to reach out with any questions. Thank you.

Regards,

George Lam

Pacific Plaza Development Opportunity Site - 1837 Juniperro Serra Blvd.

Direct Fiscal Revenue Comparison (Annual)

	LF George Properties	JM McLennan Development	Notes
One-Time Revenues from Sale			
Proposed sale price	\$4,000,000	\$5,250,000	Will be based on fair market value appraisal (assumed range of \$4.5-6.0m)
Estimated proceeds to City (~20%)	\$800,000	\$1,050,000	
Proposed one-time contribution to City	\$1,000,000		
Total proposed one-time revenues to City	\$1,800,000	\$1,050,000	
Ongoing Revenues			
			808000
<u>Existing City Revenue Categories</u>			
1) Estimated Property Tax	\$375,200	\$191,600	Figures provided by developers were refined by Kosmont based on standard methodology, incorporated assumptions about breakdown of for-sale and rental units for LF George
2) Sales Tax (on-site)	\$27,585	\$60,000	
3) Hotel Transient Occupancy Tax (TOT)		\$1,322,147	Room rate assumption reflects Kosmont independent market verification Kosmont estimate for LF George B.L.T.
4) Business License Taxes <i>(net relocation of existing business)</i>	\$26,972	\$209,000 <i>(\$209,000)</i>	
Estimated Total - Existing Categories	\$429,757	\$1,573,747	
<u>Proposed New City Revenue Categories</u>			
5) Apartment Fee in Lieu (2.5% gross rev)		\$24,192	
6) Room Rental Fee (5.0% gross rev)		\$19,200	
7) Ticket tax (\$0.50 per ticket)		\$54,000	
Estimated Total - Proposed New Categories	\$0	\$97,392	
Estimated Grand Total Annual Fiscal Revenues	\$429,757	\$1,671,139	



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Actual results may differ from those expressed in this analysis, as results are difficult to predict as a function of market conditions, natural disasters, pandemics, significant economic impacts, legislation and administrative actions.

1601 N. Sepulveda Blvd. #382, Manhattan Beach, CA 90266 | (424) 297-1070 | www.kosmont.com

Pacific Plaza Development Opportunity Site - 1837 Juniperro Serra Blvd.

Other Benefits Noted	LF George Properties	JM McLennan Development	Notes
	31 commercial jobs estimated by Kosmont Community Meeting Room and Banquet Room - Offering waived or discounted rent to Daly City Neighborhood / Community Groups and nonprofit organizations serving Daly City. Discounted rent for lease assistance to Retail Business operated by Daly City residents to insure startup success. Affordable housing component, community center, garden, solar system Indirect jobs and taxable spending from residents	135 hotel jobs estimated by Kosmont plus event center jobs TBD and gym/physical therapy jobs transferred from existing business location	



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Actual results may differ from those expressed in this analysis, as results are difficult to predict as a function of market conditions, natural disasters, pandemics, significant economic impacts, legislation and administrative actions.



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 24, 2022

**Subject: Parking Variance for Day Care Center at 92 Hill Street –
 Variance VARC-5-22-15962**

Recommended

On October 4, 2022, the Planning Commission voted 5-0 to recommend that the City Council approve Variance VARC-5-22-15962. The Planning Commission had no questions about the proposal.

Background

The applicant, Ping Zhao, is requesting approval of a parking variance to allow the operation of a Day Care Center, serving up to 80 children and eight staff members. (see Attachment A – Site Location).

The project site contains an existing 3,652 square foot building, most recently use as a church. Minor tenant improvement work is proposed for the interior, with the floor plan itself to remain unchanged. The parking area would be reconfigured to include parking for four vehicles, ADA accessible pathways, and an outdoor play area. (see Attachment B – Project Plans).

Variance

The proposed project would eliminate four on-site parking stalls to allow for an outdoor play area, leaving four parking stalls on-site. The Daly City Municipal Code requires one parking stall for each ten children and one stall for each staff member. The proposed use would require 16 parking stalls.

Daly City Municipal Code (DCMC) 17.46 Variances and California Government Code (CGC) Section 65906 govern the processing and review of the variance requests. The CGC 65906.5 also allows parking variances under specific circumstances when there are transit and public parking opportunities for commercial development.

Parking Variance California Government Code Section 65906.5:

"Notwithstanding section 65906, a variance may be granted from the parking requirements of a zoning ordinance in order that some or all of the required parking spaces be located offsite, including locations in other local jurisdictions, or that in-lieu fees or facilities be provided instead of the required parking spaces, if both the following conditions are met: (a) The variance will be an incentive to, and a benefit for, the nonresidential development; and (b) The variance will facilitate access to the nonresidential development by patrons of public transit facilities, particularly guideway facilities."

There are ample public parking opportunities within 500 feet from the project site. Furthermore, there are nearby SamTrans public transportation hubs on Junipero Serra, across the street and within 1,000 feet from the project site. The Colma BART station is within one-half mile of the project. Public

transit riders will have ease of access to the proposed expanded Day Care Center. Due to the availability of parking opportunities and nearby public transit to serve the project site, staff feels that granting of the variance would be an incentive to the community.

The Zoning Ordinance requires the application for a variance to be presented to the Planning Commission for recommendation to the City Council. The City Council may then approve or deny the variance request. DCMC 17.46.050 requires that the following findings (in italics) be made by the Planning Commission and City Council:

A. That because of exceptional conditions applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zoning district classification.

There are similar uses operating on properties both immediately adjacent to and within the vicinity of the project site along the Hill Street frontage that provide limited on-site parking. While the proposed use as a Day Care Center would increase the building's parking requirement, staff and the applicant both feel that the space would be better used as an outdoor play area for the children. The issuance of the variance would therefore effectively place the subject building in parity with other buildings and uses within the neighborhood.

B. That the variance authorized does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and under identical zoning district classification.

Strict application of the parking regulations would deprive the subject property of the same privileges enjoyed by other properties within the vicinity in the same zoning district. The proposed use provides a benefit to the community, by providing easily accessible child care to working parents within the vicinity of the Colma Bart Station. As a result, a variance is requested to allow the tenant improvement.

C. That in the coastal zone the variance authorized is consistent with the policies, maps and public access component of the local coastal plan.

The project site is not within the coastal zone.

Environmental Assessment

The Planning Commission has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined that the project, as conditioned, is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061 – Review for Exemption. There is no potential for environmental impacts caused by the project.

Findings

As conditioned, the proposed Variance VARC-5-22-15692 complies with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed Variance would not be detrimental to the health, safety, morals, comfort and general welfare of persons residing or working in the

neighborhood. The proposed use will not be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the city. These findings are based on the following facts:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council conducted a public hearing on October 24, 2022. Legal public notice of said hearing was provided by newspaper publication on Thursday, October 13, 2022, posting and via first class mailing to property owners within 300 feet of the site.
2. The Planning Commission has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined the project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061 – Review for Exemption. There is no potential for environmental impacts caused by the project.
3. The proposed project is consistent with Zoning Regulations Chapter 17.46, Variances, and State Government Code 65906.5 in that the proposed use with the applicable parking variance granted, will provide an incentive to the commercial development.
4. There are similar uses operating on properties both immediately adjacent to and within the vicinity of the project site along the Hill Street frontage that provide limited on-site parking. While the proposed use as a Day Care Center would increase the building's parking requirement, staff and the applicant both feel that the space would be better used as an outdoor play area for the children. The issuance of the variance would therefore effectively place the subject building in parity with other buildings and uses within the neighborhood.
5. The subject property is not being granted a special privilege in that other properties within the vicinity of the subject property have commercial and residential uses where similar site limitations exist and where no or reduced on-site parking is available due substantial building lot coverage and where public parking and transit proximity provides the parking opportunities to serve the uses in accordance with Daly City Zoning Regulations and State Law.

Conditions of Approval

The following conditions of approval shall apply to the use for the entirety of its existence.

PLANNING DIVISION

1. A sign permit shall be required for the signage prior to installation. Review and approval by the Planning Division prior to sign permit issuance is required.
2. Variance is applicable to approved floor plan as attached and changes require additional Planning review and/or City Council review or both.

3. The Variance shall be valid for a period of one year from the date of City Council approval. The approval shall terminate if a Building Permit has not been obtained and construction commenced within one-year of City Council approval of the project.
4. The fence related to the outdoor play area shall not encroach into the public right of way.

ENGINEERING DIVISON

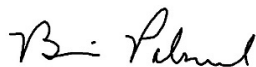
5. The fence related to the outdoor play area shall not encroach into the public right-of-way. The fence shall be located a minimum of 30” from the edge of the water main and the backflow preventer or as approved by the Department of Water and Wastewater.
6. Prior to permit issuance, the applicant shall enter into a Landscape Maintenance Agreement in a form acceptable to the City Attorney to ensure the Property Owner will provide long-term maintenance of all landscaping and irrigation installed in the public right-of-way. Design of planting and irrigation system shall minimize the extent of irrigation lines, controllers, and valves in the public right-of-way and shall be reviewed and approved by the City Engineer.

Recommendations

The Planning Commission recommends that the City Council take the following actions:

1. Adopt the Findings as outlined herein;
2. Affirm the project is exempt from the California Environmental Quality Act (CEQA) per Section 15061 – Review for Exemption; and
3. Approve Variance VARC-5-22-15962, subject to the Findings and Conditions outlined herein.

Respectfully submitted,



Brian Paland
Assistant Planner



Tatum Mothershead
Director of Economic and Community
Development

Attachments

Attachment A – Location Map
Attachment B – Project Plans

Location Map



146'-6"

TRASH
RECYCLING

37'-11 1/2"

20'-5"

EXISTING PLANTER

49'-0"

NEW
PORTABLE
PLAY AREA

39'-2 3/4"

DECK-OFF
PARKING
SPACE

1

ENTRY
EXIT

PLANTER TYPE

72000
LANDING
TYPE

25'-0"

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City Council Meeting Agenda Report

Item # _____

Meeting Date: October 24, 2022

**Subject: Parking Variance for Restaurant Use at 6540 Mission Street –
Variance VARC-5-22-15680**

Recommended

On October 4, 2022, the Planning Commission voted 5-0 to recommend that the City Council approve Variance VARC-5-22-15962. Planning Commission comments are provided below in bold italics.

Background

The applicant, Rhuan Martins, is requesting approval of a parking variance to allow an increase in the number of patrons for in-person dining at the existing restaurant, from 12 to 39 patrons, located at 6540 Mission Street (see Attachment A – Site Location).

The project site contains an existing 1,657 square foot building, previously used as a social club and recently remodeled to a restaurant serving up to 12 patrons for on-site dining. Minor tenant improvement work is proposed for the interior, which would include adding seating for up to 39 patrons (see Attachment B – Project Plans).

Variance

There are currently five on-site parking stalls as part of a shared parking lot, with of total of 19 spaces. The Daly City Municipal Code requires one parking stall for each 125 square feet of gross floor area for restaurants. The proposed use would require 13 parking stalls. The applicant is requesting a variance for eight parking stalls.

Daly City Municipal Code (DCMC) 17.46 Variances and California Government Code (CGC) Section 65906 govern the processing and review of the variance requests. The CGC 65906.5 also allows parking variances under specific circumstances when there are transit and public parking opportunities for commercial development.

Parking Variance California Government Code Section 65906.5:

"Notwithstanding section 65906, a variance may be granted from the parking requirements of a zoning ordinance in order that some or all of the required parking spaces be located offsite, including locations in other local jurisdictions, or that in-lieu fees or facilities be provided instead of the required parking spaces, if both the following conditions are met: (a) The variance will be an incentive to, and a benefit for, the nonresidential development; and (b) The variance will facilitate access to the nonresidential development by patrons of public transit facilities, particularly guideway facilities."

There are ample public parking opportunities within 500 feet from the project site. Furthermore, there are nearby SamTrans public transportation hubs on Mission Street. The Daly City BART station is within one-half mile of the project. Historically, the Redevelopment Agency had granted parking

waivers for businesses on Mission Street, but the agency was dissolved. Due to the availability of parking opportunities and nearby public transit to serve the project site, staff feels that granting of the variance would be an incentive to the community.

The Zoning Ordinance requires the application for a variance to be presented to the Planning Commission for recommendation to the City Council. The City Council may then approve or deny the variance request. DCMC 17.46.050 requires that the following findings (in italics) be made by the Planning Commission and City Council:

A. That because of exceptional conditions applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zoning district classification.

There are similar uses operating on properties both immediately adjacent to and within the vicinity of the project site along the Mission Street frontage that provide limited on-site parking. While the proposed use as a full service restaurant would increase the building's parking requirement, staff and the applicant both feel that the community and the business itself would be better served by a full service restaurant. The issuance of the variance would therefore effectively place the subject building in parity with other buildings and uses within the neighborhood.

B. That the variance authorized does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and under identical zoning district classification.

Strict application of the parking regulations would deprive the subject property of the same privileges enjoyed by other properties within the vicinity in the same zoning district. The proposed use provides a benefit to the community, by promoting business along the Mission Street corridor. As a result, a variance is requested to allow the tenant improvement.

C. That in the coastal zone the variance authorized is consistent with the policies, maps and public access component of the local coastal plan.

The project site is not within the coastal zone.

- *Commissioner Villanueva asked if the restaurant owner planned to offer DoorDash or similar delivery service and if there was any wisdom in extending a green curb for parking to reduce the chance for double parking by such drivers. Suheil Shatara, representing the applicant, responded that the owner will expand to offer a delivery service of their own and likely use delivery services, but that an adjacent property owned by the same owner as the subject property would likely be used for this purpose.*
- *Vic Ojakian, the co-owner of the adjacent building and owner of the parking space spoken of by Mr. Shatara stated that the that parking space is not available for public use. Mr. Ojakian asked that the Planning Commission deny the variance and request additional information. He indicated that there was confusion in the staff report about the number of patrons that would occupy the restaurant and questioned if the five parking spaces in the back would be available to the business in perpetuity. He furthermore stated that the eight on-street parking at street level would not be enough for the number of spaces needed and that three of the spaces are time-limited. He added that the proposal would inundate*

the neighborhood with parking demand and that approving the variance would impact future business owners in an inequitable manner. Staff responded that the adjacent parking space mentioned by Mr. Shatara is not part of the available parking count identified in the staff report and that the only parking spaces that were considered were the shared spaces behind the building. Frederico Candido, one of the owners of Kings West Coast Pizzeria, stated that the five parking spaces in the rear of the restaurant are included in the business lease.

- *Edward Tequido [sp], a resident of Daly City, spoke in favor of the project and stated that he would hate to see a business like Kings West Coast Pizzeria unable to flourish because of parking, and hoped that the City could take steps like other cities on the Peninsula have to figure out the parking situation. He added that the City should support small businesses that are putting their money and efforts on the line, that small businesses should not bear the burden of providing parking, and that it was incumbent in the City to help small businesses succeed.*

Environmental Assessment

The Planning Commission has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined that the project, as conditioned, is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061 – Review for Exemption. There is no potential for environmental impacts caused by the project.

Findings

As conditioned, the proposed Variance VARC-5-22-15680 complies with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed Variance would not be detrimental to the health, safety, morals, comfort and general welfare of persons residing or working in the neighborhood. The proposed use will not be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the city. These findings are based on the following facts:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council conducted a public hearing on October 24, 2022. Legal public notice of said hearing was provided by newspaper publication on Thursday, October 13, 2022, posting and via first class mailing to property owners within 300 feet of the site.
2. The Planning Commission has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined the project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061 – Review for Exemption. There is no potential for environmental impacts caused by the project.
3. The proposed project is consistent with Zoning Regulations Chapter 17.46, Variances, and State Government Code 65906.5 in that the proposed use with the applicable parking variance granted, will provide an incentive to the commercial development.

4. There are similar uses operating on properties both immediately adjacent to and within the vicinity of the project site along the Mission Street frontage that provide limited on-site parking. While the proposed use as a full service restaurant would increase the building's parking requirement, staff and the applicant both feel that the project will increase the business opportunity along Mission Steet. The issuance of the variance would therefore effectively place the subject building in parity with other buildings and uses within the neighborhood.
5. The subject property is not being granted a special privilege in that other properties within the vicinity of the subject property have commercial and residential uses where similar site limitations exist and where no or reduced on-site parking is available due substantial building lot coverage and where public parking and transit proximity provides the parking opportunities to serve the uses in accordance with Daly City Zoning Regulations and State Law.

Conditions of Approval

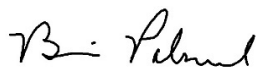
The following conditions of approval shall apply to the use for the entirety of its existence.

1. A sign permit shall be required for the signage prior to installation. Review and approval by the Planning Division prior to sign permit issuance is required.
2. Variance is applicable to approved floor plan as attached and changes require additional Planning review and/or City Council review or both.
3. The Variance shall be valid for a period of one year from the date of City Council approval. The approval shall terminate if a Building Permit has not been obtained and construction commenced within one-year of City Council approval of the project.

The Planning Commission recommends that the City Council take the following actions:

1. Adopt the Findings as outlined herein;
2. Affirm the project is exempt from the California Environmental Quality Act (CEQA) per Section 15061 – Review for Exemption; and
3. Approve Variance VARC-5-22-15680, subject to the Findings and Conditions outlined herein.

Respectfully submitted,



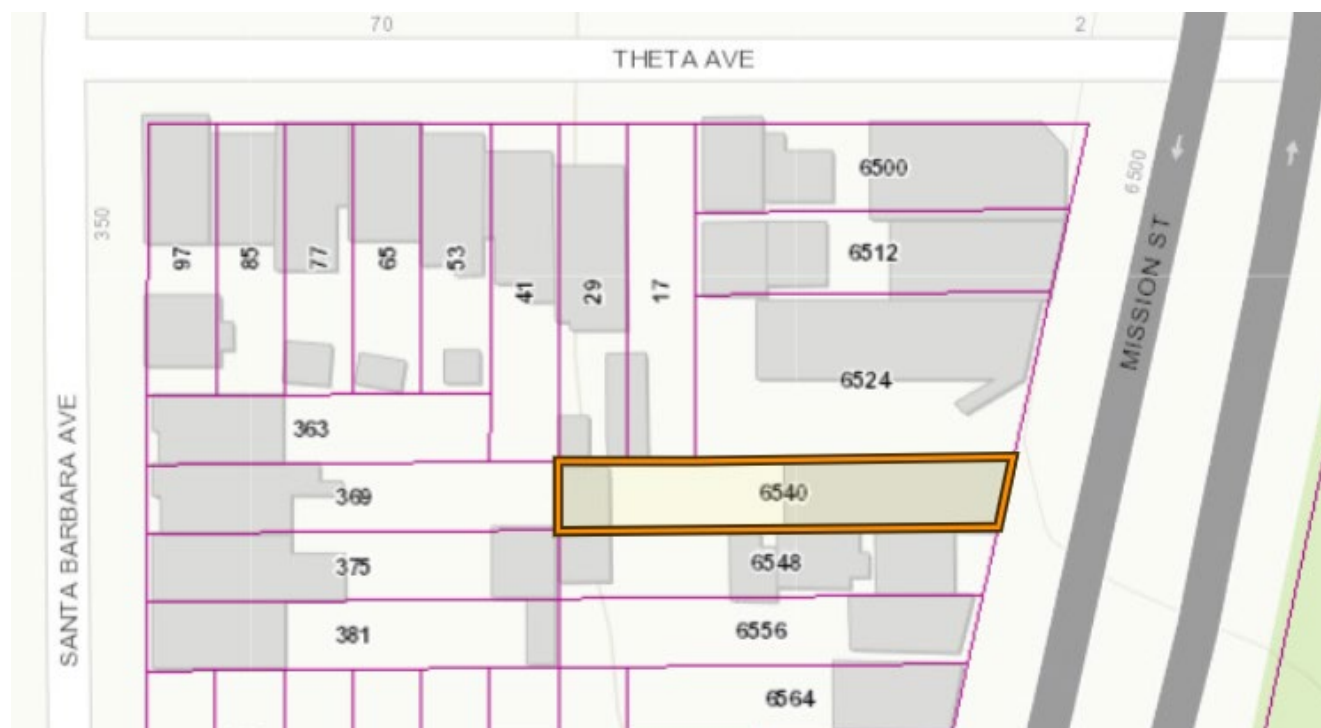
Brian Paland
Assistant Planner

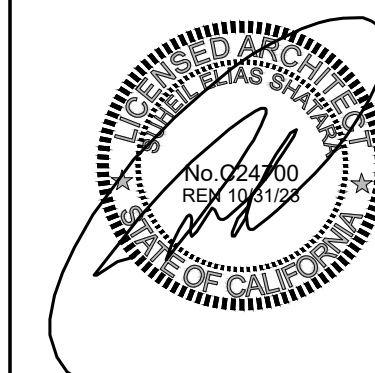
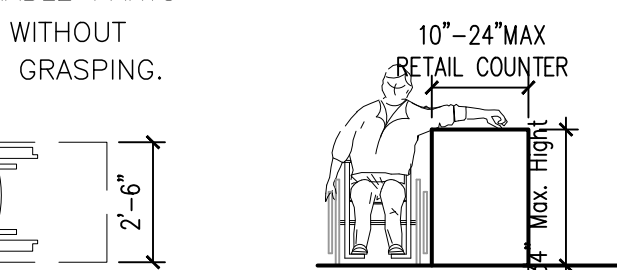
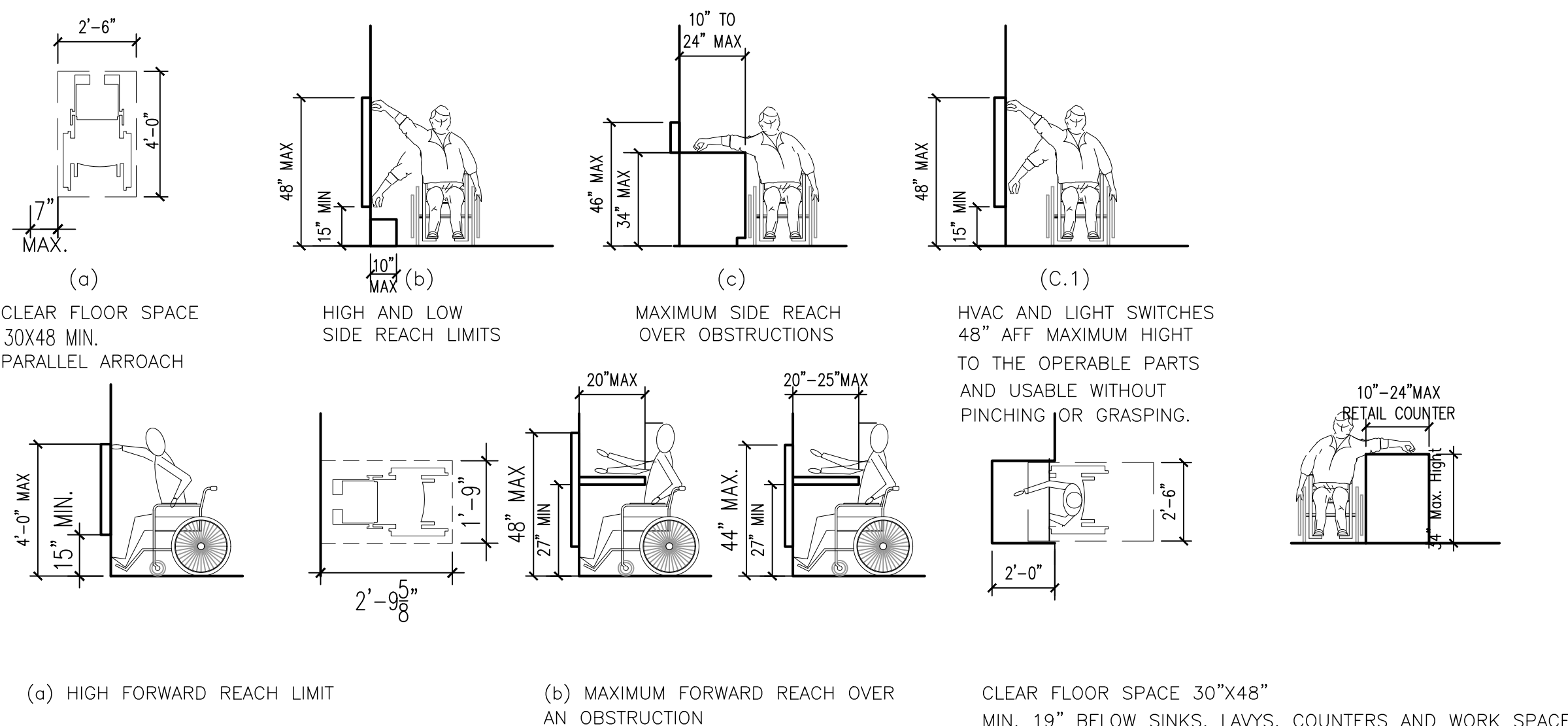
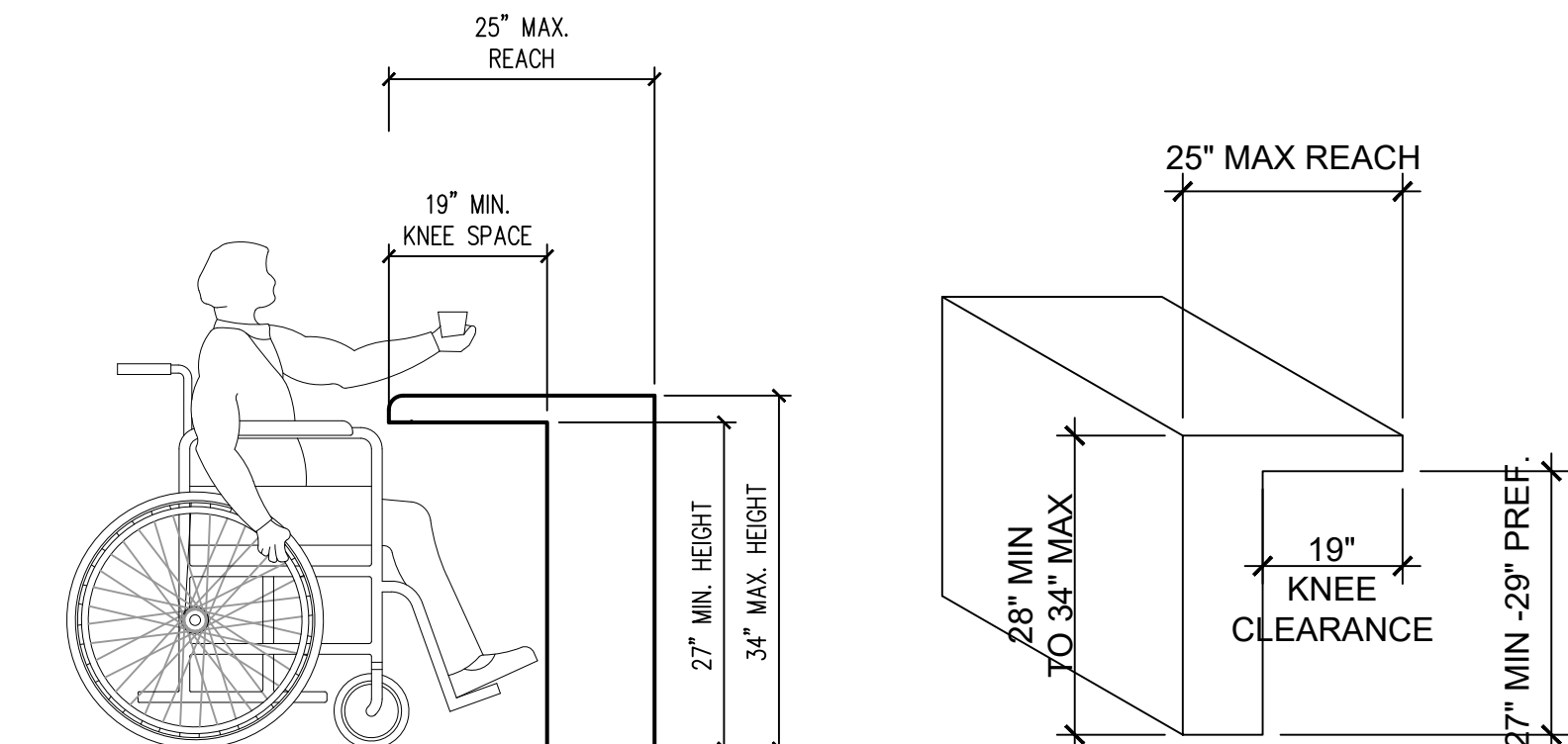
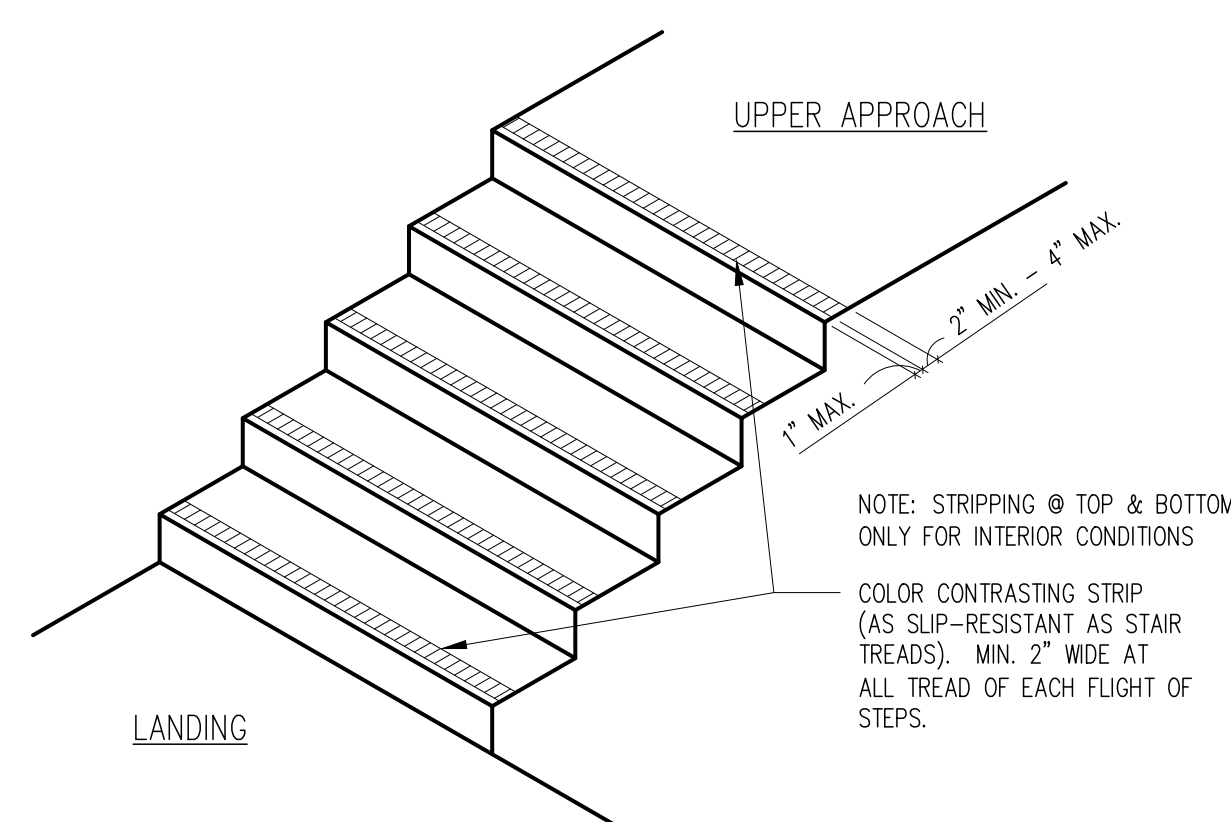
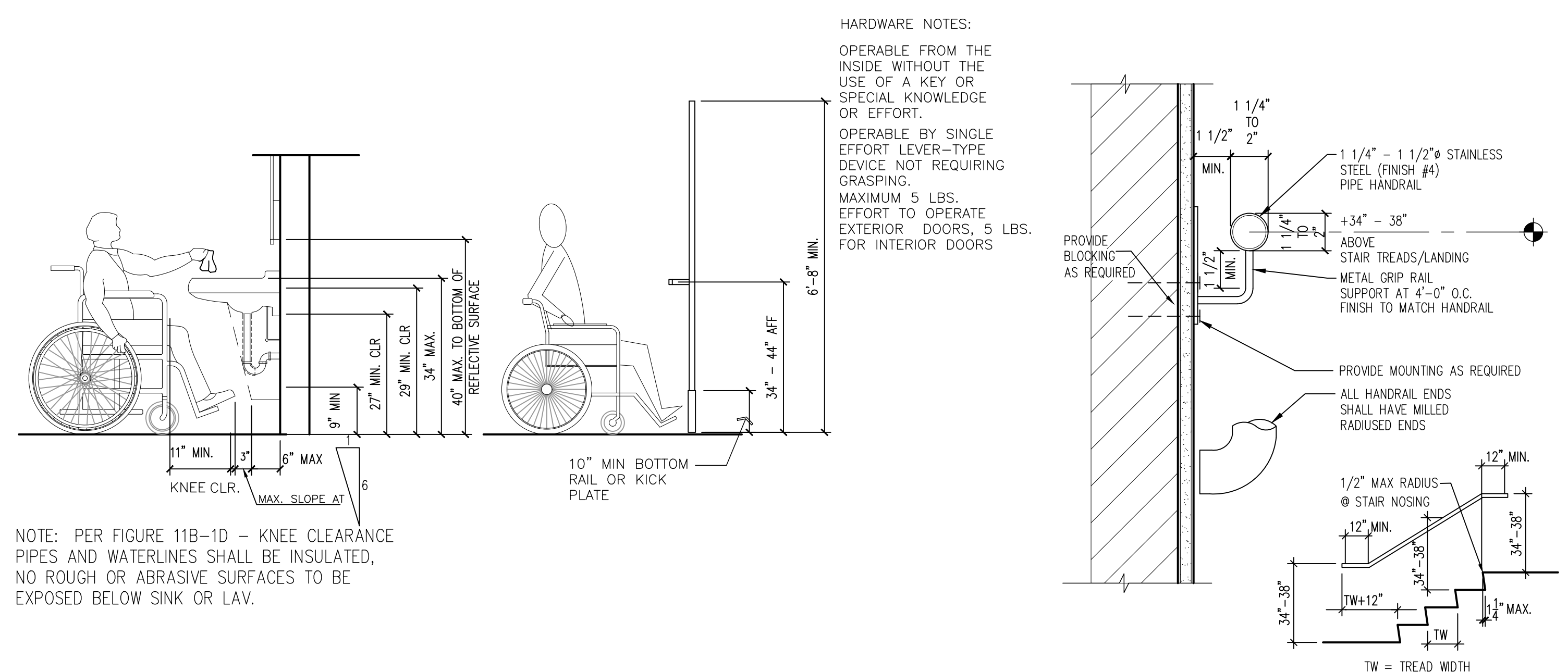
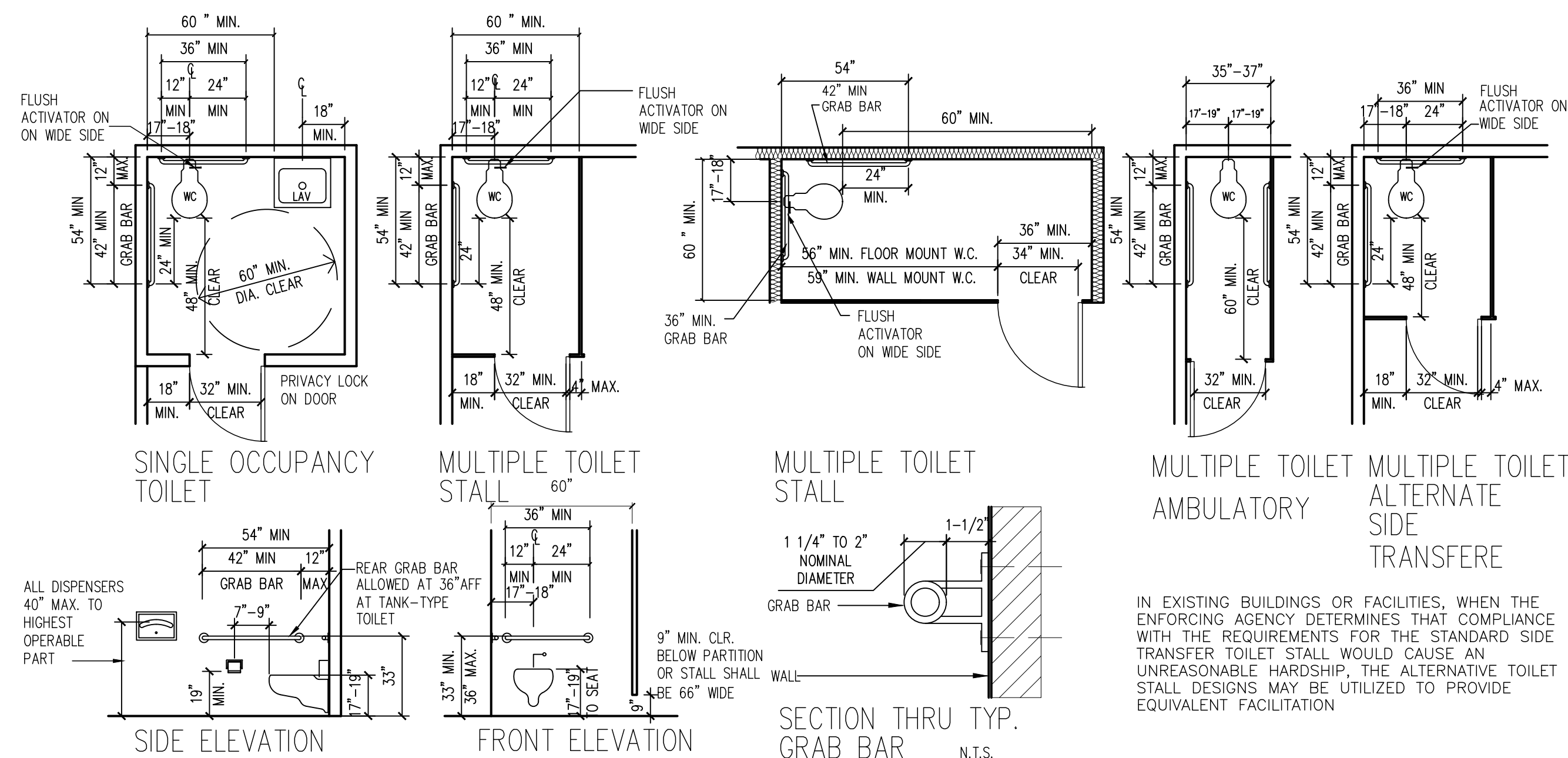
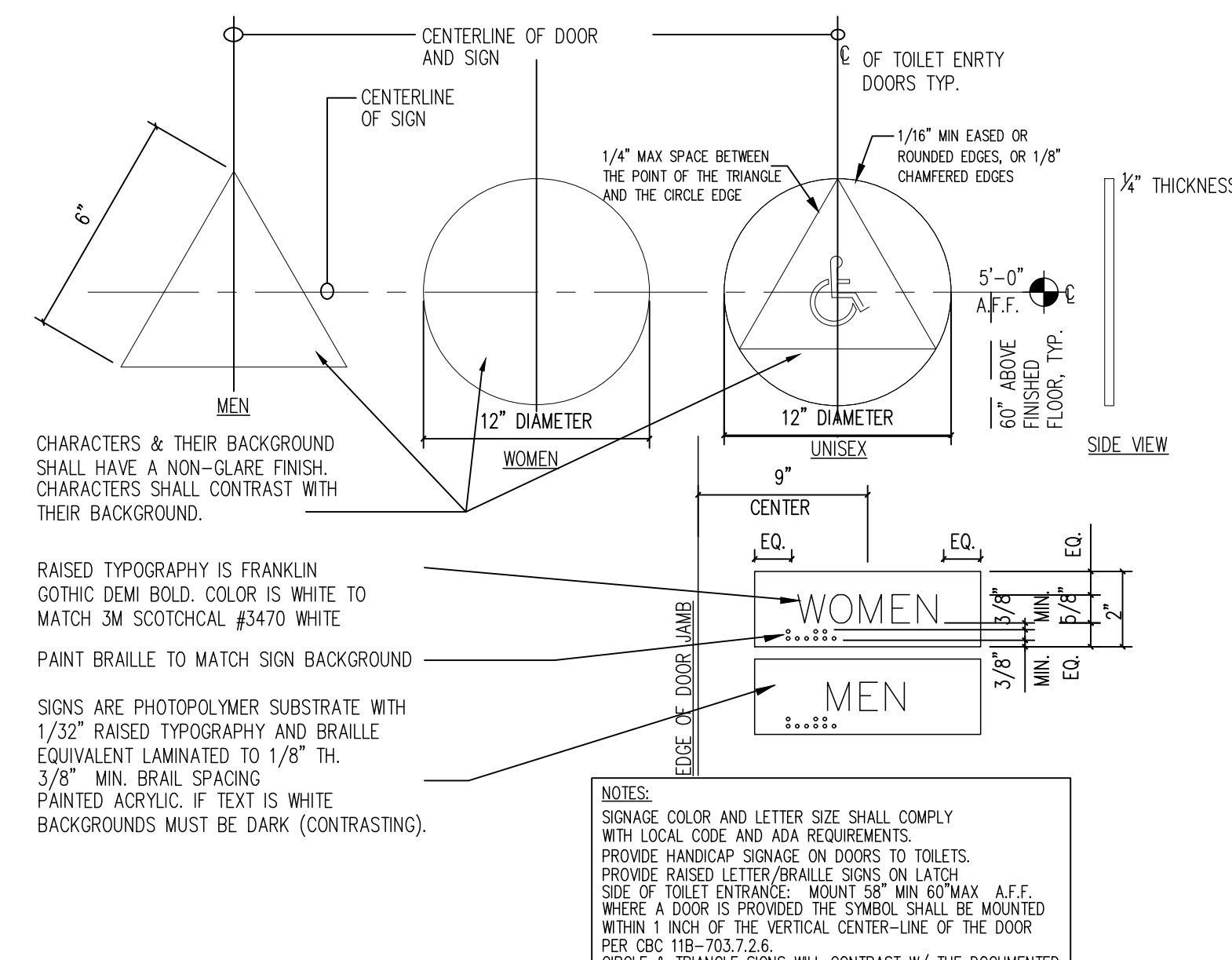
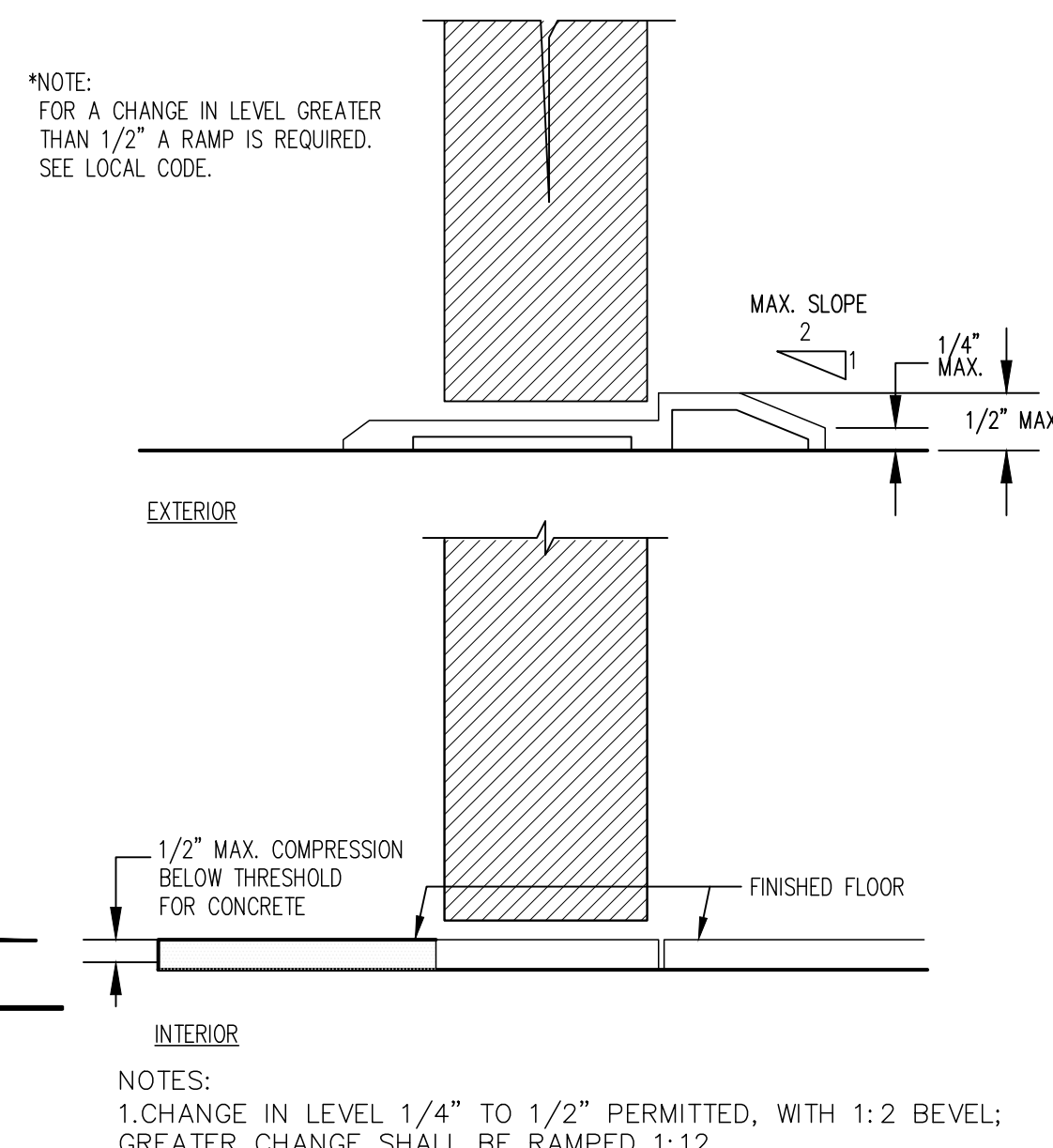
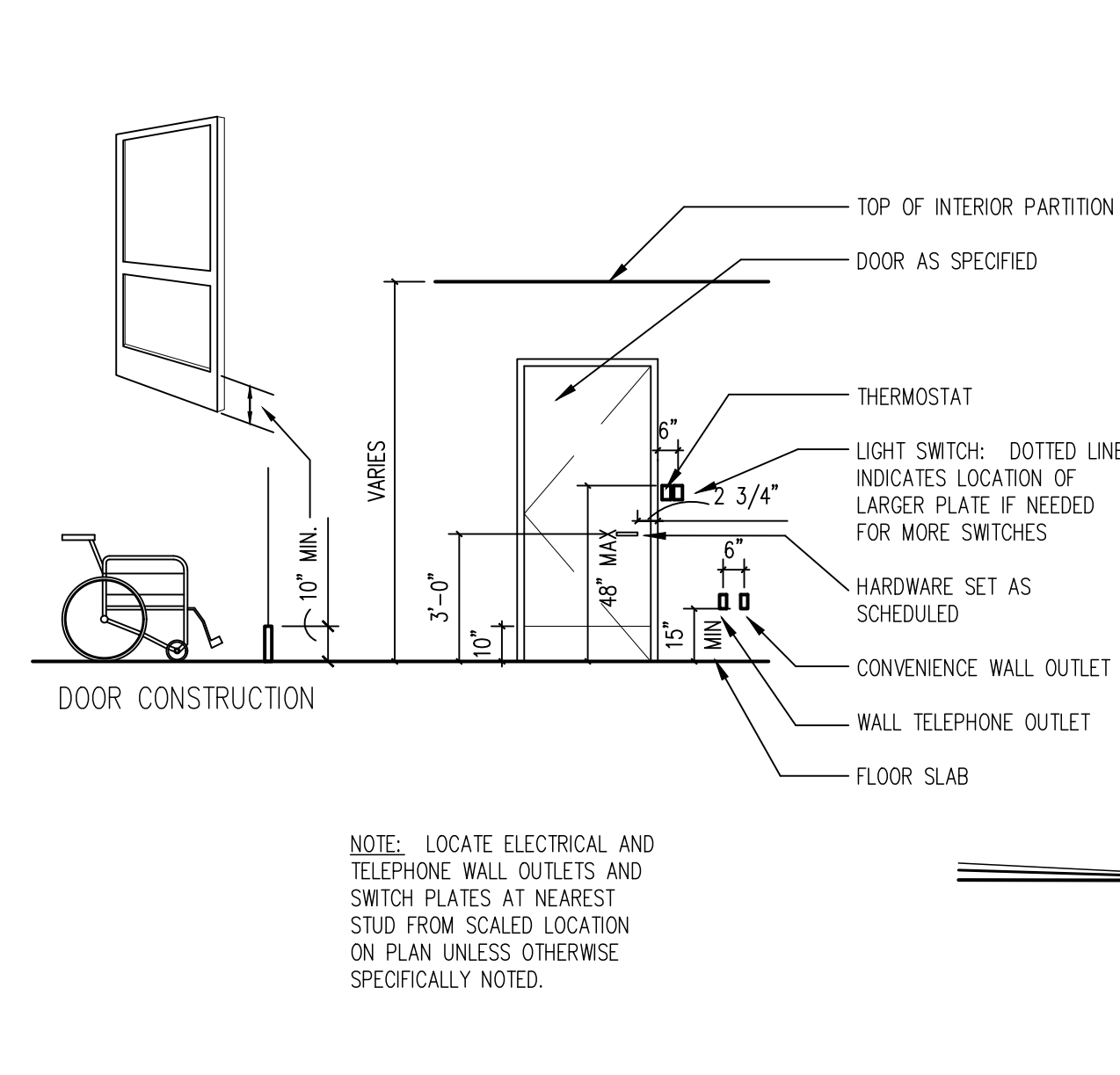
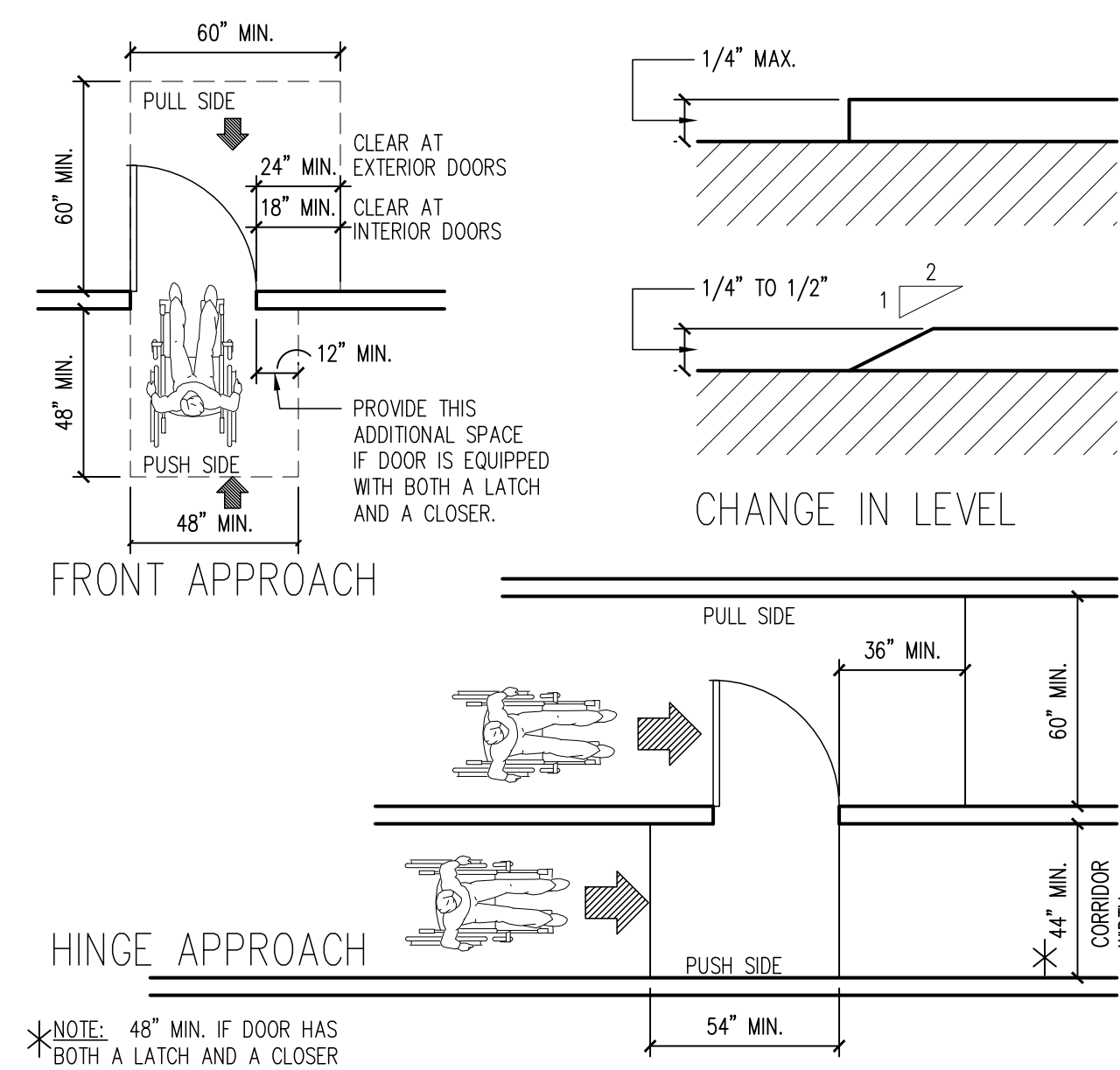


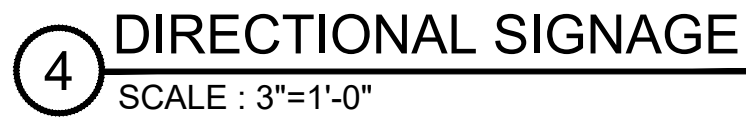
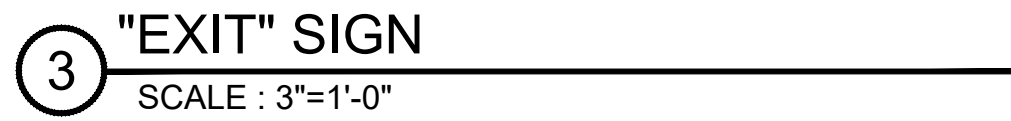
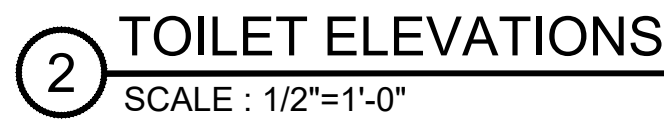
Tatum Mothershead
Director of Economic and Community
Development

Attachments

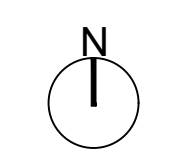
Attachment A – Location Map
Attachment B – Project Plans







5 ISA DECAL (TACTILITY NOT REQUIRED)
SCALE : 3"=1'-0"



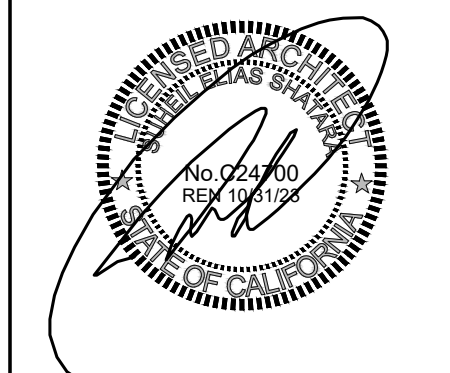
TEL (415) 512-7566
suheil@shataraarch.com

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OR PURPOSES WHATSOEVER, WITHOUT THE
PRIOR SPECIFIC WRITTEN AUTHORIZATION
OF SHATARA ARCHITECTURE INC.

APN: 003131170

890 7TH STREET
SAN FRANCISCO, CA 94107
TEL: 415-512-7566
CONTACT: SUHEIL SHATARA

BUILDING	07-26-2021
BUILDING	09-16-2021
BUILDING	12-10-2021
PLANNING	03-08-2022



A1.0

SHATARA
ARCHITECTURE
INC.

890 7TH ST.
SAN FRANCISCO
CA 94107

TEL (415) 512-7566
suhel@shataraarch.com

DRAWINGS AND SPECIFICATIONS, AS
INSTRUMENTS OF PROFESSIONAL SERVICE,
ARE AND SHALL REMAIN THE PROPERTY OF
THE ARCHITECT.
THESE DOCUMENTS ARE NOT TO BE USED,
IN WHOLE OR IN PART, FOR ANY PROJECTS
OR PURPOSES WHATSOEVER, WITHOUT THE
PRIOR SPECIFIC WRITTEN AUTHORIZATION
OF SHATARA ARCHITECTURE INC.

PROJECT
TENANT IMPROVEMENT

ADDRESS
**6540 MISSION STREET
DALY CITY, CA**

APN: 003131170

PROJECT DIRECTORY

ARCHITECT
SHATARA ARCHITECTURE INC.

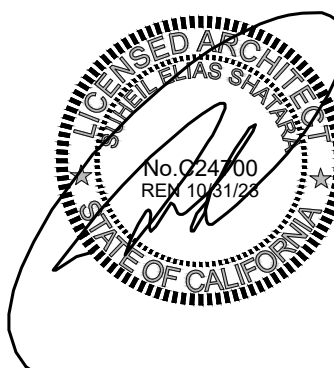
890 7TH STREET
SAN FRANCISCO, CA 94107
TEL: 415-512-7566
CONTACT: SUHEL SHATARA

BUILDING 07-26-2021

BUILDING 09-16-2021

BUILDING 12-10-2021

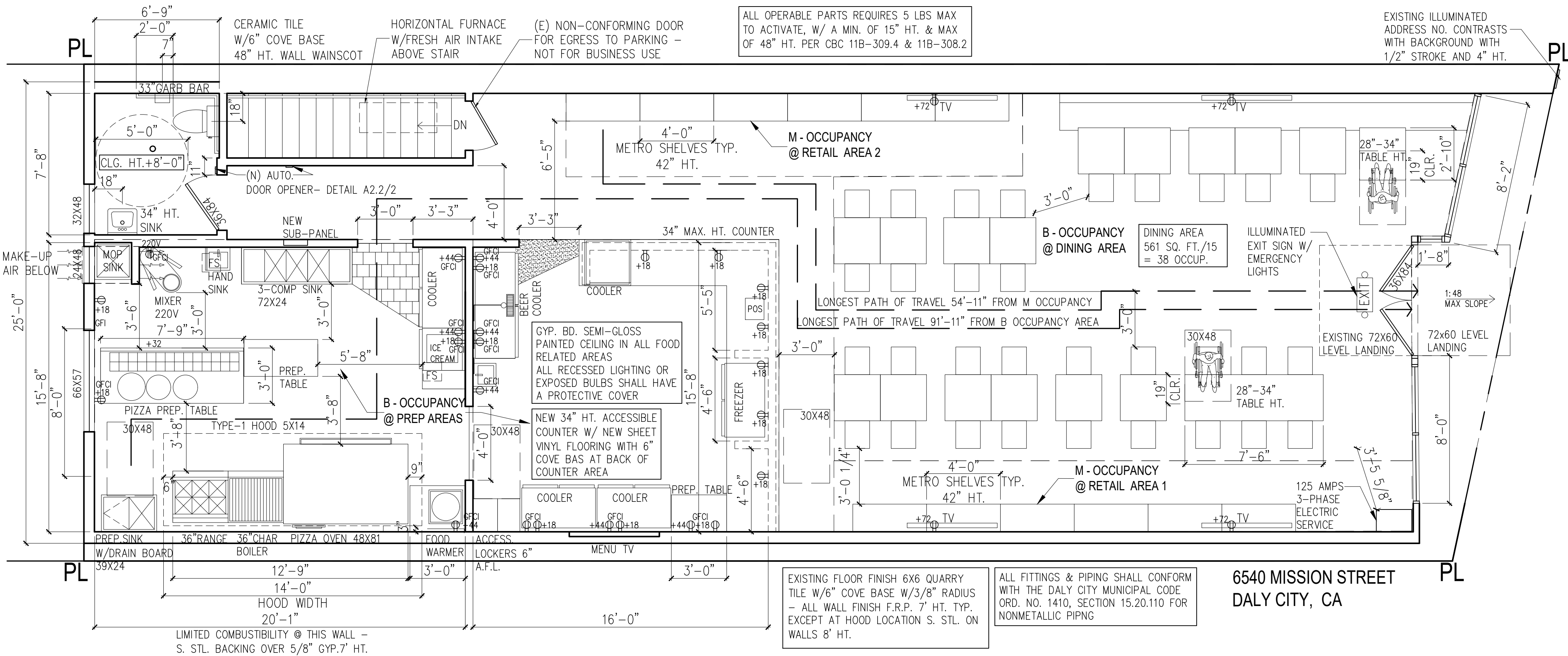
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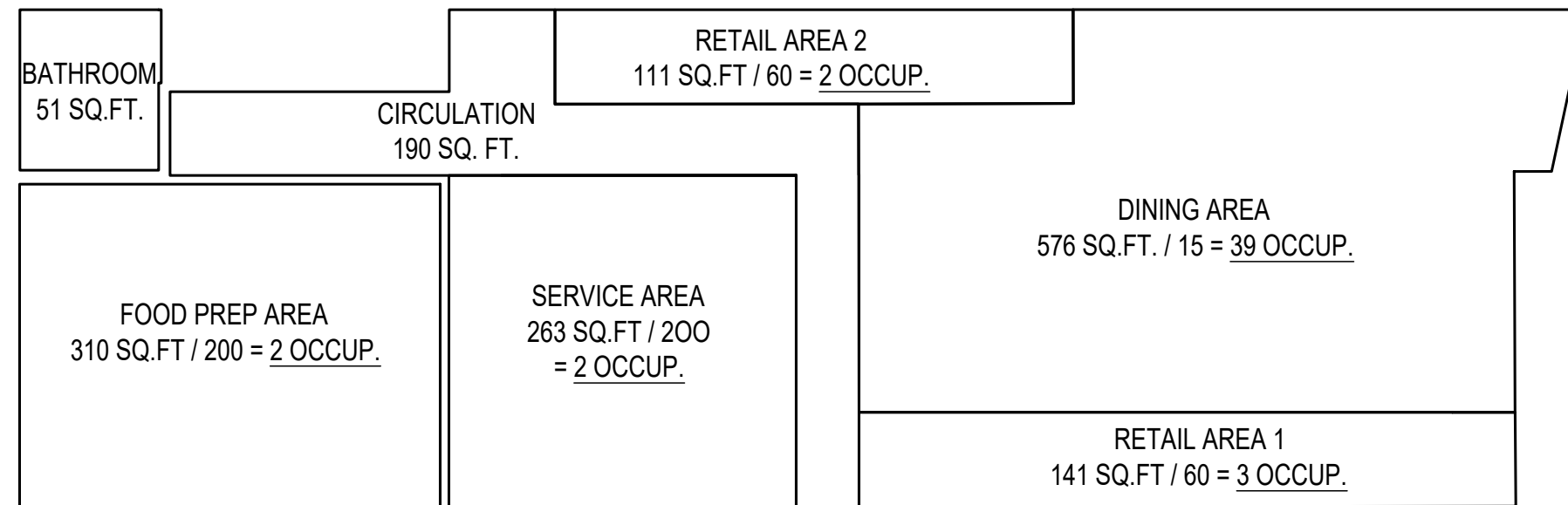
SHEET DESCRIPTION

**AS-APPROVED
AND PROPOSED
PLAN**

A2.0



2 PROPOSED FIRST FLOOR PLAN
SCALE : 1/4"=1'-0"



OCCUPANCY LOAD (PER CBC 1004.5)

FLOOR	SPACE	AREA	LOAD	OCCUP.
FIRST FLOOR -	DINING AREA	600 SQ.FT.	15 SQ.FT	40
	RETAIL AREA 1	156 SQ.FT.	15 SQ.FT	39
	RETAIL AREA 2	111 SQ.FT.	60 SQ.FT	3
	CIRCULATION	190 SQ.FT.	-	0
	SERVICE AREA	263 SQ.FT	200 SQ.FT	2
	FOOD PREP AREA	310 SQ.FT.	200 SQ.FT.	2
	ADA BATHROOM	51 SQ.FT.	-	0

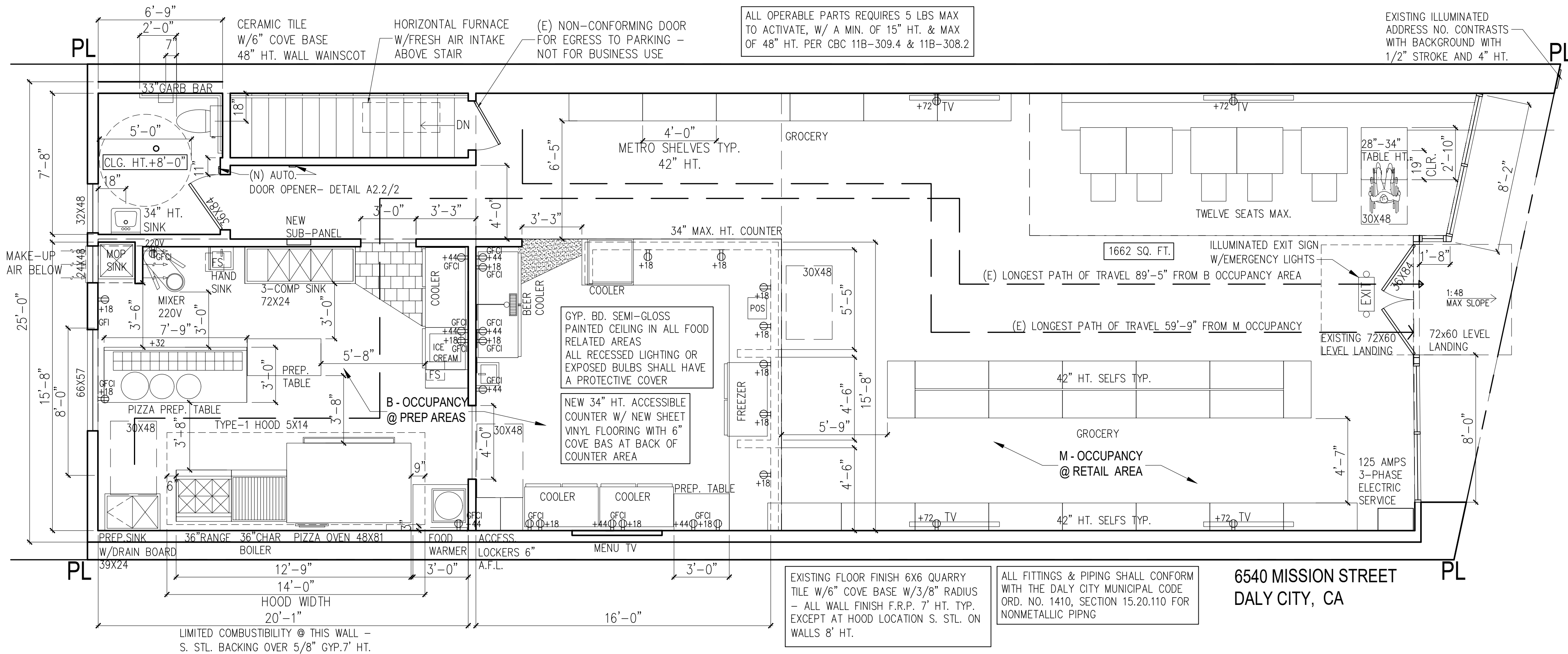
TOTAL OCCUPANCY LOAD = 49

EXITING REQUIREMENTS

SPACE	OCCUP. TYPE	TRAVEL DISTANCE
RETAIL AREA	M	250 FT.
DINING, SERVICE, FOOD PREP	B	300 FT.

AREA OF WORK IS FULLY SPRINKLERED.

3 OCCUPANT LOAD CALCULATION
SCALE : 1/8"=1'-0"



1 AS-APPROVED FIRST FLOOR PLAN
SCALE : 1/4"=1'-0"

DETAILS SHEET NOTES

- WALL TYPES DWGS DO NOT CONVEY STRUCTURAL (SHEAR) REQUIREMENTS. SEE STRUCT. DWGS.
- FLOOR CEILING ASSEMBLIES DO NOT CONVEY STRUCTURAL REQUIREMENTS. SEE STRUCT. DWGS.

SHEET NOTES

- ALL PLAN DIMENSIONS TO FACE OF ROUGH FRAMING, FACE OF CONCRETE, OR CENTER LINE OF STEEL, U.O.N.
- ALL SECTION AND ELEVATION DIMENSIONS TO FINISH FLOOR.
- ALL WOOD FRAMED EXTERIOR WALLS TO BE FRAMED WITH 2X6 U.O.N. INTERIOR WALLS TO BE FRAMED WITH 2X4 U.O.N. REFER TO WALL TYPES TAGS FOR EXCEPTIONS.

LEGEND

9	WALL TYPE	1 A3.4	SECTION
999	DOOR NUMBER	1 A3.4	ELEVATION
9A	WINDOW NUMBER	A	FLOOR/CEILING ASSEMB. TYPE
---	(E) WALL TO BE DEMOLISHED	---	1 HR FIRE RATED WALL
---	(E) WALL TO REMAIN	---	2 HR FIRE RATED WALL
---	(N) WALL	---	PROPERTY LINE



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 24, 2022

**Subject: APPEAL OF ADMINISTRATIVE USE PERMIT AUP-5-22-15728
AT&T Wireless Facility Use Permit Renewal and Modification,
1000 Crocker Avenue, Daly City (APN 004-450-130)**

Recommended Action

Deny the appeal request and uphold the Planning Division approval of Administrative Use Permit AUP-5-22-15728 subject to the findings identified in this staff report.

Background

On July 13, 2022, the Planning Division approved Administrative Use Permit AUP-5-22-15728, authorizing modifications to an existing AT&T wireless facility on the Pointe Pacific property located at 1000 Crocker Avenue (see Attachment A – Site Location and Attachment B – AUP Approval Letter). The modification at issue is the removal of the site's existing 11-foot antenna pole with four panel antennas and installing four updated antennas on a new pole located six feet to the west (see Attachment C – Project Plans). According to the applicant, the reason for the upgrade is to provide upgraded coverage for the area.

On July 20, 2022, Kun Lau, the appellant and resident at 1009 Crocker Avenue, filed a timely appeal of the approval of Administrative Use Permit AUP-5-22-15728 (see Attachment D – Appeal Letter). Under Daly City Municipal Code (DCMC) Section 17.49.050, the City Council is required to conduct a public hearing within ninety (90) days of the filing of an appeal of an administrative use permit. This report addresses the appeal and provides recommendations for action on the appeal.

Discussion

According to the appellant's letter, the basis for her appeal is concern about radiofrequency emissions and the exposure of nearby residents to radiation associated with wireless facilities. The appellant states in her letter that nearby two- and three-story homes would be negatively affected by the facility's transmissions.

As part of the application, the applicant provided a Radiofrequency Emissions Compliance Report that was found acceptable to staff and formed the basis for staff's approval of AUP-5-22-15728 (see Attachment E – RF-EME Compliance Report prepared by EBI Consulting, March 2022). According to the report, predictive modeling was used to estimate the worst-case power density from the proposed antennas to document potential Maximum Permissible Exposure (MPE) levels associated with the proposed modifications and there were no modeled exposures on any accessible ground walking/working surface related to the proposed antennas that exceed the FCC's occupational and/or general public exposure limits at the subject site.

Staff has found that the report meets the requirement that the wireless telecommunication facility will not generate radiofrequency emissions more than the standards for permissible human exposure adopted by the Federal Communications Commission (FCC).

Environmental Assessment

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the wireless facility modifications are eligible for Categorical Exemption Section 15302 (Replacement or Reconstruction).

Findings

In its approval of Administrative Use Permit AUP-5-22-15728, staff found that as conditioned, the project would be implemented in accordance with Daly City Municipal Code Section 17.39 – Wireless Communications Facilities. As identified in Attachment B, the Planning Division made specific findings to this affect when it approved the wireless facility modifications. Staff now recommends that the City Council deny the appeal, uphold the Planning Division approval of Administrative Use Permit AUP-5-22-15728, and make the following findings in doing so:

1. On July 13, 2022, the Planning Division approved Administrative Use Permit AUP-5-22-15728, authorizing modifications to an existing AT&T wireless facility on the Pointe Pacific property located at 1000 Crocker Avenue. On July 20, 2022, Kun Lau, the appellant and resident at 1009 Crocker Avenue, filed a timely appeal of the approval of Administrative Use Permit AUP-5-22-15728.
2. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council conducted a public hearing to consider the merits of the appeal on October 24, 2022; notice of said hearing was by newspaper publication, and posting and first class mailing to property owners within 300 feet of the site, on October 13, 2022.
3. At the public hearing, the Planning Division presented a staff report to the City Council, to which was attached was the written basis for the appeal provided by the appellant and to which was attached was a Radiofrequency Emissions Compliance Report submitted with the application. According to the report, predictive modeling was used to estimate the worst-case power density from the proposed antennas to document potential Maximum Permissible Exposure (MPE) levels associated with the proposed modifications and there were no modeled exposures on any accessible ground walking/working surface related to the proposed antennas that exceed the FCC's occupational and/or general public exposure limits at the subject site. This Radiofrequency Emissions Compliance Report was found acceptable to the Planning Division and formed the basis for its approval of AUP-5-22-15728.
4. There is no evidence in the public record that scientifically refutes the findings provided in the Radiofrequency Emissions Compliance Report prepared by EBI Consulting (March 25, 2022) for the proposed facility modifications.
5. Furthermore, the project, which includes removing an existing 11-foot antenna pole with four panel antennas and installing four updated antennas on a new pole located six feet to the west, conforms to all standards, requirements and conditions as defined in Daly City Municipal Code Section 17.39 – Wireless Communications Facilities.

- a) The replacement of the facility does not interfere with views of the streetscape, natural vegetation, and scenery. Although the proposed facility will be visible from public view, the design will conceal the attached equipment and overall blend in with surrounding vegetation. As conditioned, the antenna pole will be painted to match the colors of the existing surrounding vegetation.
 - b) The siting of the facility is compatible in scale and design with the subject site in the specific location proposed. The proposed design, height, and location ensure the siting of the facility is compatible with the subject site.
 - c) The subject facility will match the colors of existing vegetation on the subject site and be located adjacent to several existing trees. The fence enclosing the adjacent equipment area that will service the facility must also be painted a complementary color. As proposed and conditioned, the proposed facility will minimize adverse visual impacts on natural resources, neighborhoods, vistas, view corridors, architecture, and structure.
 - d) As conditioned, the subject facility and existing equipment enclosure will integrate with the scale and character of the subject property and be as unobtrusive as possible by matching the characteristics of the existing vegetation.
 - e) The facility will be visible from the public right-of-way. However, the design will conceal the facility and therefore will not present a significant adverse visual impact.
6. The proposed wireless facility modifications, as currently designed and conditioned, will not, under the circumstances of this particular case, be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood or be injurious in the neighborhood or to the general welfare of the city. The modification design and location are consistent with City Code.
 7. Pursuant to DCMC Chapter 17.39, the electromagnetic frequency (EMF) report meets the requirement that the wireless telecommunication facility will not generate EMF radiation in excess of the standards for permissible human exposure to EMF as adopted by the Federal Communications Commission (FCC).
 8. The wireless facility modifications are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302, Replacement or Reconstruction.

Recommendations

Staff recommends that the City Council:

1. Adopt the recommendation to deny the appeal;
2. Affirm the Environmental Assessment;
3. Uphold the Planning Division approval of Administrative Use Permit AUP-5-22-15728, subject to the Findings identified in this staff report.

Respectfully submitted,



Brian Paland
Assistant Planner



Tatum Mothershead
Director of Economic and Community
Development

Attachments

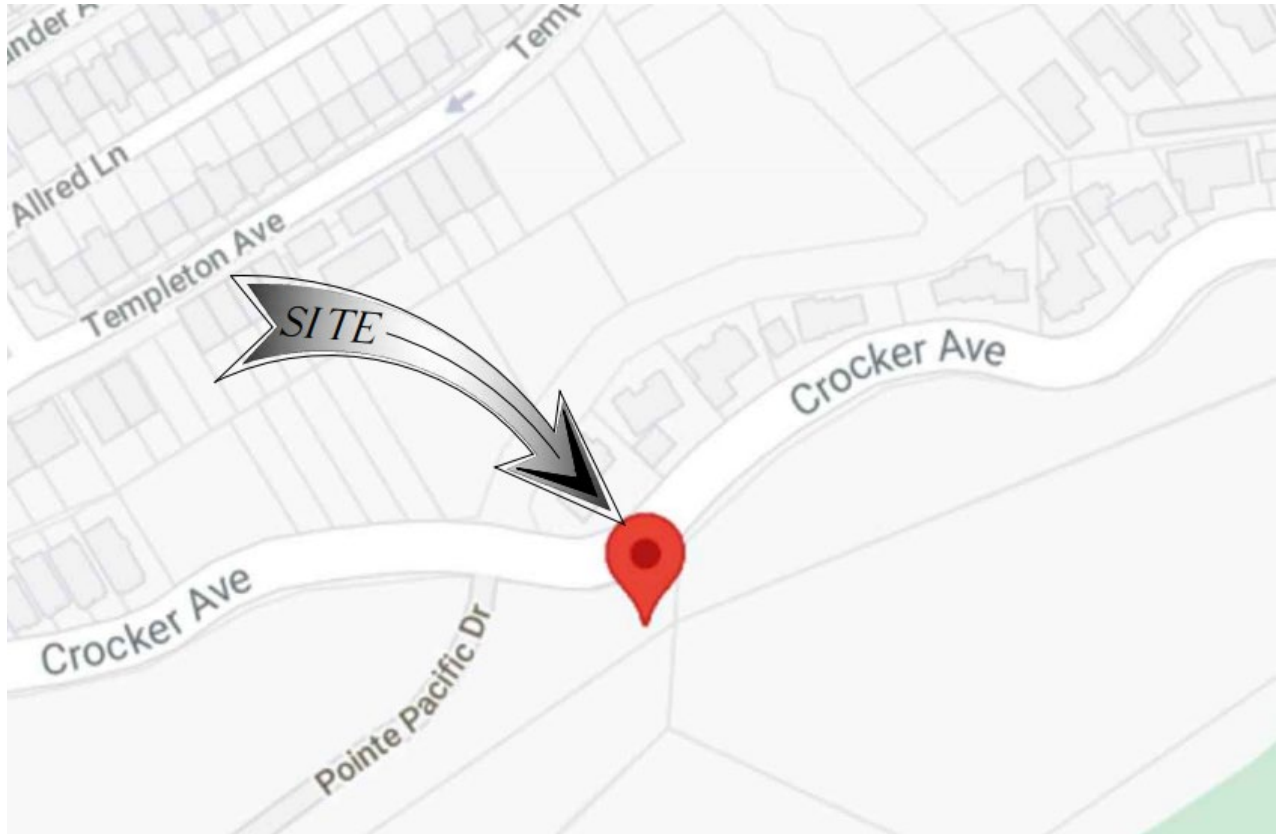
Attachment A – Location Map

Attachment B – AUP Approval Letter

Attachment C – Project Plans

Attachment D – Appeal Letter

Attachment E – RF-EME Compliance Report prepared by EBI Consulting, March 2022





CITY OF DALY CITY

333-90TH STREET
DALY CITY, CA 94015-1895

July 13, 2022

Genesis Alban
AT&T Wireless
2552 Walnut Ave. #200
Tustin, CA 92780

Re: Administrative Use Permit AUP-5-22-15728
Wireless Facility Use Permit Modification (AT&T)
1000 Crocker Avenue (APN 004-450-130)

Dear Ms. Alban,

The Planning Division has approved Administrative Use Permit AUP-5-22-15728 to modify the existing wireless facility.

Staff has placed Conditions of Approval on the wireless facility modifications, which are contained within the attached Administrative Use Permit. Should you agree to the Conditions of Approval, please sign the attached Declaration of Acceptance of Conditions and return it to the Planning Division by July 29, 2022.

Please be aware that the approval is subject to a ten-day appeal period, and that no building permits for work related to the approved project will be issued until after the close of the appeal period on July 25, 2022. Should you desire to appeal any of the Conditions of Approval to the City Council, you must do so by 5 p.m. on July 25, 2022, by completing an appeal application form available from the Planning Division. The form must be accompanied by a letter to the Daly City City Council, 333 90th Street, Daly City, CA 94015, which identifies the basis for the appeal.

If you have any further questions or should you desire to appeal any of the Conditions of Approval, please do not hesitate to call me at (650) 991-8035. Thank you.

Sincerely,

Brian Paland
Assistant Planner

Attachments:

Declaration of Acceptance of Conditions
Administrative Use Permit AUP-5-22-15728

**City of Daly City
Department of Economic & Community Development**

Planning Division

DECLARATION OF ACCEPTANCE OF CONDITIONS

I (we), the undersigned, do hereby declare as follows:

I am (we are) the duly authorized applicant of the property described in the above noted case.

I am (we are) aware of, and accept, all the conditions in the Administrative Use Permit AUP-5-22-15728, as identified above.

Name: Genesis Alban
Address: Tustin, CA 92780

I (we), the undersigned, do hereby declare under penalty of perjury, that the foregoing is true and correct.

Signed on the _____ day of _____, 2022, at _____, California.

Signature: _____

Printed Name: Genesis Alban

Title: _____

**City of Daly City
Department of Economic & Community Development**

**ADMINISTRATIVE USE PERMIT AUP-5-22-15728 TO MODIFY
A WIRELESS FACILITY AT 1000 CROCKER AVENUE
ASSESSOR PARCEL NUMBER 091-171-480**

The City of Daly City hereby grants approval of Administrative Use Permit AUP-5-22-15728, subject to the following Findings and Conditions of Approval:

FINDINGS:

Staff finds that Administrative Use Permit as conditioned is in accordance with Section 17.39, Wireless Communication Facilities, of the Daly City Municipal Code. Approval of the Administrative Use Permit, as conditioned herein, conforms to all standards, requirements set forth in Municipal Code Section 17.39, and that general site and architecture considerations have been incorporated to insure compatibility with adjacent buildings and to provide an attractive environment. These findings are based in part on the following facts:

1. The project is consistent with Categorical Exemption 15301, Existing Facilities, of the California Environmental Quality Act (CEQA).
2. Modifying the existing wireless facility by relocating three (2) panel antennas and adding four (4) new panel antennas, for a net increase of four (4) antennas, and relocating the pole by 6' to the west conforms to all standards, requirements and conditions as defined in Daly City Municipal Code Section 17.39, Wireless Communications Facilities.
 - a) The placement of said facilities does not interfere with views of the streetscape, natural vegetation and scenery as it is a design where the antennas are mounted on an existing 13 foot 6 inch structure that is surrounded by existing live trees of similar height and therefore not visible from public view.
 - b) The siting of the telecommunication facility is compatible in scale and design with the subject site in the specific location proposed.
 - c) The subject facility is sited inside in a wooded area and painted to match the surrounding landscape so as to minimize adverse visual impacts on natural resources, neighborhoods, vistas, view corridors, architecture, and structures.
 - d) The antennas and equipment associated with the facility modification are integrated with the scale and character of the subject property and made as unobtrusive as possible by locating on an existing structure.
 - e) The proposed wireless facility modification will be not be visible from the public right of way and therefore does not present a significant adverse visual impact.
3. Maintenance or operation of the proposed wireless facility, as currently designed and conditioned, will not, under the circumstances of this particular case, be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood or be injurious in the neighborhood or to the general welfare of the city. The design and location are consistent with City Code.

CONDITIONS OF APPROVAL:

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. Within ten (10) days of Planning Division approval, the applicant shall file with the Planning Division a Declaration of Acceptance of all conditions. Until said declaration is filed, the project shall not be valid for any permits sought from the City.
2. If building permits have not been issued and installation diligently pursued towards completion within one year of City Council approval, the administrative use permit shall become invalid.
3. All development shall conform to plans as approved or conditioned by the City.
4. Modifications to existing wireless communication facilities shall be subject to the review and approval of the Director of Economic and Community Development and a Use Permit, Administrative Use Permit, or Design Review may be required.
5. If the Director finds evidence that conditions of approval have not been fulfilled, the Director may refer the administrative use permit to the Planning Commission and City Council for review.
6. Upon such review, Commission/Council may modify or revoke the permit if the conditions have not been met.
7. Unless otherwise amended by the conditions of approval for this Administrative Use Permit AUP-8-20-14650 all applicable conditions for the site from the approval of previous use permit renewals and/or modifications to date, still apply for the life of the permit.

Cessation of Operations

8. The applicant shall provide written notification to the Director upon cessation of operations on the site exceeding a 90 day period. Subject to the determination of the Director, the applicant shall remove all obsolete or unused facilities from the site within 180 days of termination of its lease with the property owner or cessation of operations.
9. A new administrative use permit or use permit shall be required if the site is to be used again for the same purpose as permitted under the original permit, if a consecutive period of 180 days has lapsed since cessation of operations.

Equipment

10. All exterior mechanical and electrical equipment cabinets shall be the minimum size feasible, and the minimum number required for the operation of the telecommunications facility.
11. The antennas and equipment shall be installed as shown on the proposed plans and photo simulations so that the design matches the building and existing aesthetic as proposed, and the plans shall be submitted to the Planning Division for review with, or prior to, the building permit application. Building permits may not be issued for the facilities until the Planning Division approves the design.
12. No exposed cabling shall be utilized as part of this, or any subsequent cellular antenna installation.
13. The applicant shall be responsible for maintaining all telecommunication facilities in a graffiti-free condition.

14. No storage of construction material or maintenance equipment shall be permitted to block public or private streets, driveways, and emergency vehicle access or sidewalk areas.
15. The Fire Department has additional submittal requirements. Prior to the issuance of a building permit for a new wireless facility or modifications to an existing wireless facility, the applicant shall submit plans that provide specifications regarding, but not limited to, the following:
 - a) fire protection systems;
 - b) a signage program;
 - c) compliance with FCC RF safety requirements;
 - d) emergency shut off switches;
 - e) cabling runs labeling and installation location requirements;
 - f) 24 hour emergency shutdown contact information;
 - g) exclusion zone site plans; and
 - h) conformance to emergency access and site inspections.

Plans are subject to the approval of the Fire Department and failure to comply with these requirements may result in use permit revocation, no building permit issuance or both. Fire Department personnel may be contacted at (650) 991-8150.
16. The use of lighting shall not be allowed on telecommunication facilities unless required as a public safety measure and if required the lighting shall be screened to minimize light and glare from leaving the site.

EMF Radiation

17. The applicant shall continually maintain the operation of the approved facility in compliance with all Federal Communications Commission (FCC) rules and regulations. Upon request of the Planning Division, the applicant shall provide evidence of said FCC compliance in the form of an updated radiofrequency exposure report for the facility. When requested to do so by the Planning Division, the applicant shall provide the report within 30 calendar days.
18. The applicant shall address the safety requirements identified in the EME Exposure Study prepared by EBI Consulting, March 25, 2022. All signs and mitigation measures required by the report shall be identified on building permit drawings.

Structural Communications

19. Provide three sets of plans and calculations justifying the proposed design, detailing the installation of the new antennas, their connection to the existing structure, how the existing structure will carry the loads imposed by the
20. project accounting for gravity and lateral forces and any modifications to the existing structure. Plans and calculations shall be prepared by a California registered civil or structural engineer and submitted with an application for a building permit.

Time Limit

21. This administrative use permit shall be valid for a period of ten years from the date of approval and shall expire unless renewed prior to expiration. A new application and fee shall be required for renewal of the administrative use permit.

Noise

22. If complaints of noise generated from the equipment are received by the Planning Division, the administrative use permit will be subject to review by the City, including possible revocation of the permit.

Maintenance

23. Normal maintenance activities shall only occur between the hours of seven a.m. and five p.m. Monday through Saturday, excluding emergency repairs, unless the carrier requests and receives approval through a use permit or an administrative use permit for a different maintenance period. Backup generators shall only be operated during power outages or for testing and maintenance between the hours of seven a.m. and five p.m. Monday through Saturday.

B. POLICE DEPARTMENT

22. In the event of a disaster or emergency, the installations shall not interfere with any City emergency service telecommunications facilities transmission.
23. Applicant shall agree to adjust, correct or remove the antennas/equipment to the satisfaction of the City of Daly City should the transmission from the antennas interfere with Daly City emergency transmission or communications.

C. WATER AND WASTEWATER RESOURCES DEPARTMENT

24. Equipment must not interfere with the existing SCADA System in any way.
25. Utility plans as necessary may be required for the building permit application.

D. PUBLIC WORKS

26. Any utility work associated with this project that is located within the City Right of Way will require an encroachment permit. City Engineering Division Approval of the building permit shall be required prior to building permit issuance.

DRAWING APPROVAL

AT&T RF: _____
AT&T PM: _____
AT&T CM: _____
ERICSSON PM: _____
ERICSSON CM: _____

ENGINEERING

2019 CALIFORNIA BUILDING CODE
2019 CALIFORNIA ENERGY CODE
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE
2019 CALIFORNIA FIRE CODE
2019 CALIFORNIA MECHANICAL CODE
2019 CALIFORNIA ELECTRICAL CODE
2019 CALIFORNIA PLUMBING CODE
TIA-222-H

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

SITE INFORMATION

SITE NAME: GUADALUPE CANYON PARKWAY
SITE #: CCL05638
SITE ADDRESS: 1000 CROCKER AVENUE
DALY CITY, CA 94014
COUNTY: SAN MATEO
JURISDICTION: DALY CITY
PROPOSED USE: TELECOMMUNICATIONS FACILITY
A.P.N.: 004-450-X
CURRENT ZONING: PD-R3 PLANNED DEVELOPMENT
CONSTRUCTION TYPE: -
PROPERTY OWNER: POINTE PACIFIC HOMEOWNERS ASSOCIATION
3450 THIRD STREET
SAN FRANCISCO, CA 94134
APPLICANT: AT&T
5001 EXECUTIVE PARKWAY, SAN RAMON, CA 94583
UTILITY POWER: PG&E
UTILITY TELEPHONE: AT&T
LATITUDE: 37.7022731
LONGITUDE: -122.4501261
LAT/LONG TYPE: NAD 83
GROUND ELEVATION: #607

PROJECT TEAM

RF ENGINEER:
CONTACT: JOSE PABELODIO
PHONE: _____
EMAIL: JP9720@ATT.COM
CONSTRUCTION MANAGER:
CONTACT: AARON MCCLAIN
PHONE: 415-381-8705
EMAIL: AARON.MCCLAIN@ERICSSON.COM
PERMITTING:
PRAMIRA
ADDRESS: 2552 WALNUT AVE, SUITE 200, TUSTIN, CA 92780
CONTACT: GENESIS ALBAN
PHONE: 800-678-1169 EXT. 2128; 925-490-4788
EMAIL: GENESIS.ALBAN@PRAMIRA.COM
LEASING:
PRAMIRA
ADDRESS: 2552 WALNUT AVE, SUITE 200, TUSTIN, CA 92780
CONTACT: GLORIA SHIN
PHONE: 213-392-4003
EMAIL: GLORIA.SHIN@PRAMIRA.COM



FA CODE: 10101673 SITE ID: CCL05638
USID:26933
SITE NAME: GUADALUPE CANYON
PARKWAY
1000 CROCKER AVENUE
DALY CITY, CA 94014

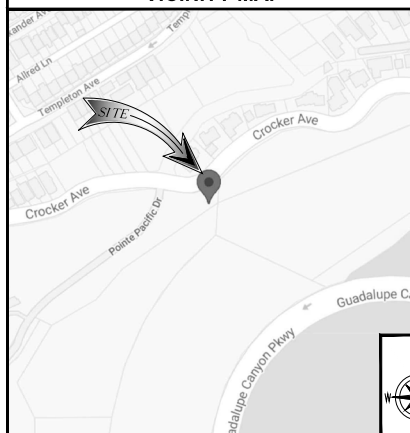
PACE ID
MRSFR078124
MRSFR078084

TECHNOLOGIES
5G NR 1SR CBAND
LTE 4C

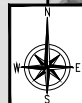
PTN
3701A0YH9V
3701A0YGV1

RFDS VER. #3.00 / DATE: 07/07/2021

VICINITY MAP



LOCAL MAP



CD DRAWING

IF USING 11"x17" PLOT, DRAWINGS WILL BE HALF SCALE

PROJECT DESCRIPTION

AT&T MOBILITY PROPOSES TO MODIFY AN (E) WIRELESS INSTALLATION. THE SCOPE WILL CONSIST OF THE FOLLOWING:

AT ANTENNA LEVEL:

- INSTALL (2) (N) AT&T PANEL ANTENNA (AIR9449 B77D - ERICSSON), AT POSITION 1 & 3, (1) PER SECTOR A & B, (2) TOTAL.
- INSTALL (2) (N) AT&T PANEL ANTENNA (OPA-6SR-BU4DA-K-CCI), AT POSITION 2, (1) PER SECTOR, (2) TOTAL.
- RELOCATE (2) (E) AT&T PANEL ANTENNA (COMMSCOPE NNH4-65A-R6H4), FROM POSITION 1 TO POSITION 1 & 3, FROM (E) POLE TO (N) POLE, (1) PER SECTOR, (2) TOTAL.
- INSTALL (2) (N) RRU-S-4778 B14 (1) PER SECTOR, (2) TOTAL.
- INSTALL (1) (N) POWER & (1) (N) FIBER.
- INSTALL (1) (N) COLLAR MOUNT & (2) (N) ANTENNA FRAME ON (E) MAST (COMMSCOPE - MC-K9M-9-72).
- INSTALL (1) (N) MECHANICAL DOWNTILT BRACKET ON BETA POSITION 1.
- INSTALL CAUTION SIGNS AND BARRIERS AS REQUIRED.
- INSTALL (1) (N) POLE 6' APART FROM (E) POLE AS PER GPD GROUP DWG.

AT EQUIPMENT LEVEL:

- REMOVE (3) (E) STRINGS OF 180AH GS PORTALAC BATTERIES WITH (E) CABINET.
- INSTALL (3) (N) STRINGS OF 180AH MARATHON BATTERIES WITH (E) CABINET.
- INSTALL (1) (N) PURCELL CABINET.
- INSTALL (1) (N) BASEBAND 6648 IN (N) PURCELL CABINET.

DRAWING INDEX

SHEET NO.	DESCRIPTION
T-1	TITLE SHEET
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T-4	PHOTOSIMS
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	EQUIPMENT LAYOUT
A-4	ANTENNA LAYOUT
A-5	ELEVATIONS
D-1	DETAILS
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RF-1	RFDS
T-01	TITLE SHEET
CI-01	NEW CONSTRUCTION INSPECTION CHECKLIST
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S-02	FOUNDATION DETAILS & SECTIONS
S-03	SITE PLAN

DO NOT SCALE DRAWINGS

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



UNDERGROUND
SERVICE ALERT OF
CALIFORNIA
811
CALL 48 HOURS BEFORE YOU DIG

CCL05638
GUADALUPE CANYON PARKWAY
1000 CROCKER AVENUE
DALY CITY, CA 94014
OUTDOOR/MONOPOLE



5001 EXECUTIVE PKWY.
SAN RAMON, CA 94583



ERICSSON
4120 DUBLIN BLVD STE
450 DUBLIN
CALIFORNIA 94568

PLANS PREPARED BY:



Pramira
ARCHITECTURAL & ENGINEERING SERVICES

REV	DATE	DESCRIPTION	INT
1	01/31/2022	NEW POLE LOCATION	PJB
0	11/04/2021	100% CDS	PJMS
B	10/19/2021	95% CDS	PJMS
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SHEET TITLE

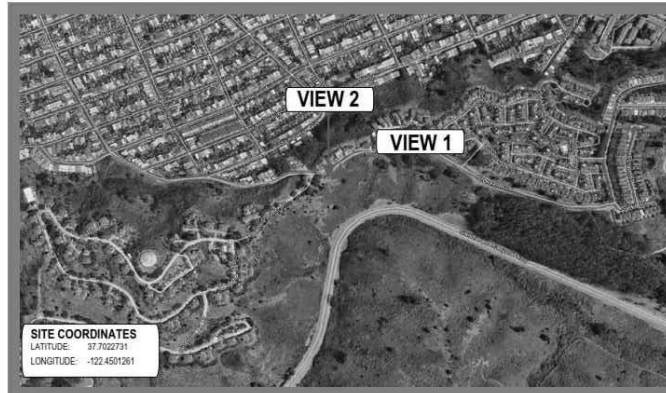
TITLE SHEET

SHEET NUMBER

T-1

SIGNAGE AND STRIPING INFORMATION 1. THE FOLLOWING INFORMATION IS A GUIDELINE WITH RESPECT TO PREVAILING STANDARDS LIMITING HUMAN EXPOSURE TO RADIO FREQUENCY ENERGY AND SHOULD BE USED AS SUCH. IF THE SITE'S EMF REPORT OR ANY LOCAL, STATE OR FEDERAL GUIDELINES OR REGULATION SHOULD BE IN CONFLICT WITH ANY PART OF THESE NOTES OR PLANS, THE MORE RESTRICTIVE GUIDELINE OR REGULATION SHALL BE FOLLOWED AND OVERRIDE THE LESSER. 2. THE PUBLIC LIMIT OF RF EXPOSURE ALLOWED BY AT&T IS 1mW/cm² AND THE OCCUPATIONAL LIMIT OF RF EXPOSURE ALLOWED BY AT&T IS 5mW/cm² 3. IF THE BOTTOM OF THE ANTENNA IS MOUNTED (8) EIGHT FEET ABOVE THE GROUND OR ROOF LINE OF THE PERSONAL COMMUNICATION SYSTEM (PCS) AND DOES NOT EXCEED THE PUBLIC LIMIT OF RF EXPOSURE LIMIT THEN NO STRIPING OR BARRICADES SHOULD BE NEEDED. 4. IF THE PUBLIC LIMIT OF RF EXPOSURE ON THE SITE IS EXCEEDED AND THE AREA IS PUBLICLY ACCESSIBLE (e.g. ROOF ACCESS DOOR CANNOT BE LOCKED OR THERE IS AN EXISTING FIRE EGRESS), THEN BOTH BARRICADES AND STRIPING WILL BE NEEDED AROUND THE ANTENNAS. THE EXACT EXTENT OF THE BARRICADES AND STRIPING WILL BE DETERMINED BY THE EMF REPORT FOR THE SITE DONE BEFORE OR SHORTLY AFTER THE CONSTRUCTION OF THE SITE. USE THE PLANS AS A GUIDELINE FOR PLACEMENT OF SUCH BARRICADES AND STRIPING. 5. IF THE PUBLIC LIMIT OF RF EXPOSURE ON THE SITE IS NOT EXCEEDED AND THE AREA IS NOT PUBLICLY ACCESSIBLE (e.g. ROOF ACCESS DOOR IS LOCKED), THEN JUST STRIPING OUT TO THE PUBLIC LIMIT WILL BE NEEDED AROUND THE ANTENNAS. THE EXACT EXTENT OF THE STRIPING WILL BE DETERMINED BY THE EMF REPORT FOR THE SITE DONE BEFORE OR SHORTLY AFTER THE CONSTRUCTION OF THE SITE. USE THE PLANS AS A GUIDELINE FOR PLACEMENT OF SUCH STRIPING. 6. ALL TRANSMIT ANTENNAS REQUIRE A (3) THREE LANGUAGE WARNING SIGN WRITTEN IN ENGLISH, SPANISH, AND CHINESE. THIS SIGN WILL BE PROVIDED TO THE CONTRACTOR BY THE AT&T CONSTRUCTION MANAGER AT THE TIME OF CONSTRUCTION. THE LARGER SIGN SHALL BE PLACED AT ALL ROOF ACCESS LOCATIONS AND ON ALL BARRICADES IN PLAIN SIGHT AND THE SMALLER SIGN SHALL BE PLACED ON THE ANTENNAS THEMSELVES OR ON THE OUTSIDE OF THE ANTENNA ENCLOSURES IN A MANNER THAT IS EASILY SEEN BY ANY PERSON ON THE ROOF. WARNING SIGNS SHALL COMPLY WITH ANSI C95.2 COLOR, SYMBOL, AND CONTENT CONVENTIONS. ALL SIGNS WILL HAVE AT&T'S NAME AND THE COMPANY CONTACT INFORMATION (e.g. TELEPHONE NUMBER) TO ARRANGE FOR ACCESS TO THE RESTRICTED AREAS. THIS TELEPHONE NUMBER WILL BE PROVIDED TO THE CONTRACTOR BY THE AT&T CONSTRUCTION PROJECT MANAGER AT THE TIME OF CONSTRUCTION. 7. PHOTOS OF ALL STRIPING, BARRICADES, AND SIGNAGE WILL BE PART OF THE CONTRACTORS CLOSE OUT PACKAGE AND WILL BE TURNED INTO THE AT&T CONSTRUCTION PROJECT MANAGER AT THE END OF CONSTRUCTION. STRIPING SHALL BE DONE WITH FADE RESISTANT YELLOW SAFETY PAINT IN A CROSS HATCH PATTERN. ALL BARRICADES SHALL BE MADE OF AN RF FRIENDLY MATERIAL SO THAT THEY DO NOT BLOCK OR INTERFERE WITH THE OPERATION OF THE SITE AND SHALL BE PAINTED WITH FADE RESISTANT YELLOW SAFETY PAINT. THE CONTRACTOR SHALL PROVIDE ALL RF FRIENDLY BARRICADES NEEDED AND SHALL PROVIDE THE AT&T CONSTRUCTION PROJECT MANAGER WITH A DETAILED SHOP DRAWING OF EACH BARRICADE. 8. ALL REQUIRED SIGNAGE WILL BE INSTALLED AS NEEDED AND FIELD VERIFIED.	NOTES: 1. WARNING SIGN TO BE MOUNTED AT ANTENNA LOCATIONS. 2. SIGN SHALL COMPLY WITH ANSI C95.2 COLOR, SYMBOL, AND CONTENT CONVENTIONS. 3. SIGNAGE SHALL BE CLEARLY LABELED IN A PHENOLIC LABEL WITH A WHITE BACKGROUND AND BLACK LETTERING, AND SHALL BE READABLE FROM AT LEAST (15) FEET FROM THE SIGN. 4. PROPOSED 12"x20" PLASTIC SIGN. NOTICE TO WORKERS ALGUN FRECUENCIA ANTENAS EN EL TECHO. POR FAVOR USE PRECAUCION AL APROXIMARSE A LAS ANTENNAS Y EVITE PASAR POR LAS ZONAS RESTRINGIDAS O PARA OBTENER MÁS INFORMACIÓN LLAME AL TELÉFONO 1-800-638-2822 (NÚMERO DE SITIO: CCL05638) AVISO A TRABAJADORES EXISTEN ANTENAS DE RADIOFRECUENCIA EN ESTE TECHO. POR FAVOR USE PRECAUCION AL APROXIMARSE A LAS ANTENNAS Y EVITE PASAR POR LAS ZONAS RESTRINGIDAS O PARA OBTENER MÁS INFORMACIÓN LLAME AL TELÉFONO 1-800-638-2822 (NÚMERO DE SITIO: CCL05638) 工作人員注意 本屋中亦設有無線電天線。在屋頂工作時，請注意本已張貼之告示。如欲了解詳情，請致電 1-800-638-2822 查詢。 (現場編號: CCL05638) TYPICAL MULTI-LANGUAGE SIGN NOTES: MULTIPLE SIGNS ON ROOF ACCESS DOOR AND ON ALL BARRICADES. NOTICE Radio frequency fields beyond this point may exceed the FCC general public exposure limits. Obey all posted signs and site guidelines for working in radio frequency environments. In accordance with Federal Communication Commission rules on radio frequency emissions 47 CFR 1.1307 (b). SITE NO.: CCL05638
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SHOT MAP
 AT&T NODE: CCL05638
 PROJECT NAME: GUADALUPE CANYON PARKWAY
PROPOSED SITE LOCATION



CCL05638
GUADALUPE CANYON PARKWAY
 1000 CROCKER AVENUE
 DALY CITY, CA 94014



CCL05638
GUADALUPE CANYON PARKWAY
 1000 CROCKER AVENUE
 DALY CITY, CA 94014
 OUTDOOR/MONOPOLE



5001 EXECUTIVE PKWY.
 SAN RAMON, CA 94583



ERICSSON
 4120 DUBLIN BLVD STE
 450 DUBLIN
 CALIFORNIA 94568

PLANS PREPARED BY:



REV	DATE	DESCRIPTION	INT
1	01/31/2022	NEW POLE LOCATION	P.B
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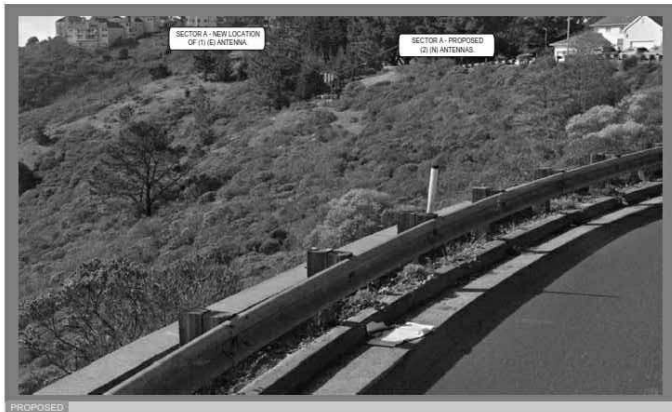
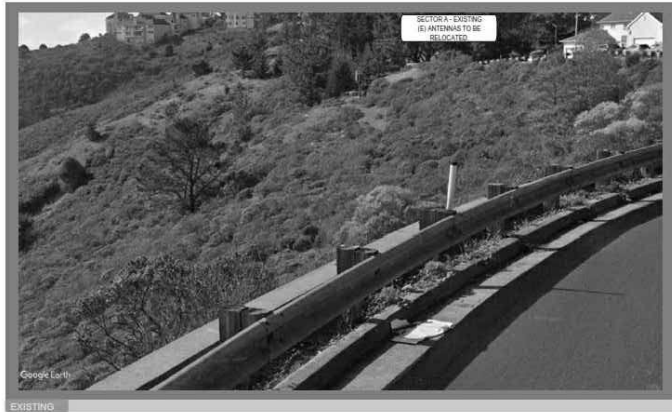


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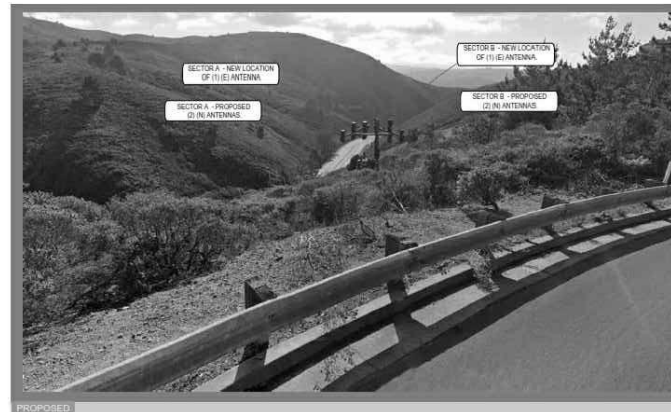
SHEET TITLE
PHOTOSIMS

SHEET NUMBER
T-3

PHOTOSIMS



CCL05638 GUADALUPE CANYON PARKWAY 1000 CROCKER AVENUE DALY CITY, CA 94014	VIEW 1: LOOKING SOUTH WEST ACROSS CROCKER AVE	 2552 WALNUT AVE, SUITE 200A TUSTIN, CA 92780
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CCL05638 GUADALUPE CANYON PARKWAY 1000 CROCKER AVENUE DALY CITY, CA 94014	VIEW 2: LOOKING SOUTH ACROSS CROCKER AVE	 2552 WALNUT AVE, SUITE 200A TUSTIN, CA 92780
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PHOTOSIMS

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GUADALUPE CANYON PARKWAY
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SHEET TITLE
PHOTOSIMS

SHEET NUMBER
T-4

GENERAL CONSTRUCTION NOTES

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL BUILDING CODE, THE LATEST EDITION AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
- CONTRACTOR SHALL CONSTRUCT SITE IN ACCORDANCE WITH THESE DRAWINGS AND CONSTRUCTION SPECIFICATIONS 80-T1186-1 REV H. THE SPECIFICATION IS THE RULING DOCUMENT AND ANY DISCREPANCIES BETWEEN THE SPECIFICATION AND THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
- CONTRACTOR SHALL VISIT THE JOB SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK. NO COMPENSATION WILL BE AWARDED BASED ON CLAIM OF LACK OF KNOWLEDGE OF FIELD CONDITIONS.
- PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPURTENANCES, AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS. OWNER PROVIDED MATERIALS WILL INCLUDE THE FOLLOWING, UNLESS NOTED OTHERWISE:
 - A) TRANSMITTER
 - B) RF FILTER
 - C) MFTS RACK
 - D) AUXILIARY EQUIPMENT IN MFTS RACK
 - E) PUMP ASSEMBLY
 - F) HEAT EXCHANGER
 - G) HOSE AND HOSE MANIFOLDS (ANY COPPER OR STEEL SECTIONS PROVIDED BY CONTRACTOR)
 - H) UHF ANTENNA AND MOUNTING BRACKETS, GPS ANTENNAS AND KU ANTENNAS
 - I) UHF COAX AND HANGERS
 - K) 480-208 & 208-480 ELECTRICAL TRANSFORMERS (RE: E-2 FOR SPECIALIZED TRANSFORMERS PROVIDED BY CONTRACTOR)
 - L) AUTOMATIC TRANSFER SWITCH AND GENERATOR
 - M) EQUIPMENT SHELTER (SHELTERS FURNISHED IN FACTORY W/ HVAC EQUIPMENT AND ELECTRICAL DISTRIBUTION PANEL)
 - N) INTEGRATED LOAD CENTER
- DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS AND/OR DESIGN INTENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE WORK.
- DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEMS NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING THE BEST CONSTRUCTION SKILLS AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER CONTRACT, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS.
- CONTRACTOR SHALL COORDINATE HIS WORK WITH THE SUPERINTENDENT OF BUILDINGS & GROUNDS AND SCHEDULE HIS ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO RADIO EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
- INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- MAKE NECESSARY PROVISIONS TO PROTECT EXISTING SURFACES, EQUIPMENT, IMPROVEMENTS, PIPING ETC. AND IMMEDIATELY REPAIR ANY DAMAGE THAT OCCURS DURING CONSTRUCTION.
- IN DRILLING HOLES INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC. MUST BE CLEARLY UNDERSTOOD THAT REINFORCING STEEL SHALL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES (UNLESS NOTED OTHERWISE). LOCATIONS OF REINFORCING STEEL ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT.
- REPAIR ALL EXISTING WALL SURFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLEND IN WITH ADJACENT SURFACES.
- SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS.
- KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH. EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OF THE OWNER SHALL BE REMOVED. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SAUDGES OF ANY NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
- MINIMUM BEND RADIUS OF ANTENNA CABLES SHALL BE IN ACCORDANCE WITH CABLE MANUFACTURERS RECOMMENDATIONS.
- ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO APPLICABLE REGULATORY AUTHORITIES.
- CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION SHALL BE IN CONFORMANCE WITH JURISDICTIONAL OR STATE AND LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL AND COORDINATED WITH LOCAL REGULATORY AUTHORITIES.
- ALL CONSTRUCTION IS TO ADHERE TO AT&T'S INTEGRATED CONSTRUCTION STANDARDS UNLESS CALIFORNIA CODE IS MORE STRINGENT.
- THE INTENT OF THE PLANS AND SPECIFICATIONS IS TO PERFORM THE CONSTRUCTION IN ACCORDANCE WITH THE CALIFORNIA BUILDING STANDARDS CODE, TITLES 18 AND 24. CALIFORNIA CODE OF REGULATIONS, SHOULD ANY CONDITIONS DEVELOP NOT COVERED BY THE APPROVED PLANS AND SPECIFICATIONS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CHANGE ORDER DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE JURISDICTION BEFORE PROCEEDING WITH THE WORK.

ELECTRICAL NOTES

- ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY/ALL ELECTRICAL WORK INDICATED. ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE ENCOUNTERED BY COMPLYING WITH THESE REQUIREMENTS, CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGER AS SOON AS POSSIBLE. AFTER THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK, UNTIL THE CONSTRUCTION MANAGER HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN.
- ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ANY/ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATION INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. ALL EXISTING CONDITIONS OF ELECTRICAL EQUIP., LIGHT FIXTURES, ETC., THAT ARE PART OF THE FINAL SYSTEM SHALL BE VERIFIED BY THE CONTRACTOR, PRIOR TO THE SUBMITTING OF HIS BID. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL IN NO WAY RELIEVE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC AND ALL CODES AND LOCAL ORDINANCES OF THE LOCAL POWER & TELEPHONE COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT NOT BE LIMITED TO:
 - A. UL - UNDERWRITERS LABORATORIES
 - B. NEC - NATIONAL ELECTRICAL CODE
 - C. NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
 - D. OSHA - OCCUPATIONAL SAFETY AND HEALTH ACT
 - E. SBC - STANDARD BUILDING CODE
 - F. NATIONAL FIRE CODES
- DO NOT SCALE ELECTRICAL DRAWINGS. REFER TO SITE PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT, AND CONFIRM WITH CONSTRUCTION MANAGER ANY SIZES AND LOCATIONS WHEN NEEDED.
- EXISTING SERVICES/CONSTRUCTION SHALL NOT INTERRUPT EXISTING SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
- CONTRACTOR SHALL PAY FOR ANY/ALL PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR IS TO OBTAIN PERMITS AND APPROVED SUBMITTALS PRIOR TO THE WORK BEGINNING OR ORDERING EQUIPMENT.
- THE TERM "PROVIDE" USED IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
- CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE: LUG SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE OWNER'S CONFIRMATION, ETC.. ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER, PRIOR TO BEGINNING ANY WORK.
- MINIMUM WIRE SIZE SHALL BE #12 AWG, NOT INCLUDING CONTROL, WIRING, UNLESS NOTED OTHERWISE. ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION.
- OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET/DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
- IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF THE CONSTRUCTION. CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
- ELECTRICAL SYSTEM SHALL BE AS COMPLETELY AND EFFECTIVELY GROUNDED AS REQUIRED BY SPECIFICATIONS, SET FORTH BY AT&T.
- ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND SUBJECT TO REGULATORY INSPECTION AND APPROVAL BY CONSTRUCTION MANAGER.
- ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
- CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE.
- THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPLACEMENT OR THE REPAIR OF ANY OTHER PHASE OF THE INSTALLATION, WHICH MAY HAVE BEEN DAMAGED THEREIN.
- ADEQUATE AND REQUIRED LIABILITY INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LOSS AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WORK.
- PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES AND DEVICES FOR ALL OUTLETS AS INDICATED.
- DITCHING AND BACK FILL: CONTRACTOR SHALL PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COMPACTION. REFER TO NOTES AND REQUIREMENTS EXCAVATION, AND BACKFILLING.
- MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF U.L. APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND IECE.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURERS CATALOG INFORMATION OF ANY/ALL LIGHTING FIXTURES, SWITCHES AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL, BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
- ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTORS RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND PERFORMED TO THE SATISFACTION OF THE CONSTRUCTION MANAGER UPON FINAL ACCEPTANCE.
- THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORIES. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
- DISCONNECT SWITCHES SHALL BE H.P. RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE.
- ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NO-OXIDE" AT BY DEARBORNE CHEMICAL CO. COAT ALL WIRE SURFACES BEFORE CONNECTING. EXPOSED COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED - NO SUBSTITUTIONS.
- RACEWAYS: CONDUIT SHALL BE SCHEDULE 40 PVC MEETING OR EXCEEDING NEMA TC2 - 1990. CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS - 200 LBS TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MINIMUM OF 2 FT. RADIUS. RIGID CONDUITS WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. COAT ALL THREADS WITH WHITE ZINC OR "SOLD GALT".
- SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC.
- CONDUCTORS: CONTRACTOR SHALL USE 86% CONDUCTIVITY COPPER WITH TYPE THWN INSULATION, 800 VOLT, COLOR CODED. USE SOLID CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 8 AWG. USE STRANDED CONDUCTORS FOR WIRE ABOVE NO. 8 AWG.
- CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
- SERVICE: 240/120V, SINGLE PHASE, 3 WIRE CONNECTION AVAILABLE FROM UTILITY COMPANY. OWNER OR OWNERS AGENT WILL APPLY FOR POWER.
- TELEPHONE SERVICE: CONTRACTOR SHALL PROVIDE EMPTY CONDUITS WITH PULL STRINGS AS INDICATED ON DRAWINGS.
- ELECTRICAL AND TELCO RACEWAYS TO BE BURIED A MINIMUM OF 2' DEPTH.
- CONTRACTOR SHALL PLACE TWO LENGTHS OF WARNING TAPE AT A DEPTH OF 12" BELOW GROUND AND DRAWINGS ABOVE ELECTRICAL AND TELCO SERVICE CONDUITS. CAUTIONS TAPE TO READ "CAUTION BURIED ELECTRIC" OR "BURIED TELECOM".
- ALL BOLTS SHALL BE STAINLESS STEEL.

GROUNDING NOTES

- COMPRESSION CONNECTIONS ON 2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUNDING BAR. ROUTE CONDUCTORS TO BURIED GROUNDING RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
 - EC SHALL USE PERMANENT MARKER TO DRAW THE LINES BETWEEN EACH SECTION AND LABEL EACH SECTION ("P", "A", "N", "T") WITH 7" HIGH LETTERS.
 - ALL HARDWARE 18-8 STAINLESS STEEL, INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING. ALL STAINLESS STEEL SHALL BE STAINLESS STEEL 3/8 INCH DIAMETER OR LARGER.
 - FOR GROUND BOND TO STEEL ONLY, INSERT A CADMIUM FLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
 - NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUNDING BAR AND BOLTED ON THE BACK SIDE.
 - NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATION, AND CONNECTION ORIENTATION. PROVIDE AS REQUIRED.
 - WHEN THE SCOPE OF WORK REQUIRES THE LOCATION OF A GROUNDING BAR TO AN EXISTING TOWER, THE SUBCONTRACTOR SHALL OBTAIN APPROVAL FROM THE TOWER OWNER PRIOR TO MOUNTING THE GROUNDING BAR TO THE TOWER.
 - ALL ELECTRICAL AND GROUNDING AT THE CELL SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 790 (LATEST EDITION), AND MANUFACTURER.
- ADDITIONAL NOTES:
- ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
 - GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING #2 GROUND WIRES AND CONNECT TO SURFACE MOUNTED GROUND BUS BARS AS SHOWN. FOLLOW ANTENNA AND BTS MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS. GROUND COAX SHIELD AT BOTH ENDS USING MANUFACTURERS PRACTICES. ALL UNDERGROUND WATER PIPES, METAL CONDUITS AND GROUNDS THAT ARE A PART OF THIS SYSTEM SHALL BE BONDED TOGETHER.
 - ALL GROUND CONNECTIONS SHALL BE #2 AWG U.O. ALL WIRES SHALL BE COPPER THIRTYTHIN. ALL GROUND WIRE SHALL BE SOLID TIN COATED OR STRANDED GREEN INSULATED WIRE.
 - CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE, 5 OHMS MAXIMUM. PROVIDE SUPPLEMENT GROUNDING RODS AS REQUIRED TO ACHIEVE SPECIFIED OHMS READING. GROUNDING AND OTHER OPTIONAL TESTING WILL BE WITNESSED BY THE AT&T REPRESENTATIVE.
 - NOTIFY ARCHITECT/ENGINEER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
 - BARE GROUNDING CONDUCTOR SHALL BE HARD DRAWN TINNED COPPER SIZES AS NOTED ON PLAN.
 - ALL HORIZONTALLY RUN GROUNDING CONDUCTORS SHALL BE INSTALLED MINIMUM 12" BELOW GRADE/FROST-LINE IN TRENCH, U.N.O., AND BACK FILL SHALL BE COMPACTED AS REQUIRED BY ARCHITECT.
 - ALL GROUND CONDUCTORS SHALL BE RUN AS STRAIGHT AND SHORT AS POSSIBLE, WITH A MINIMUM 12" BENDING RADIUS NOT LESS THAN 90 DEGREES.
 - ALL SUPPORT STRUCTURES, CABLE CHANNEL WAYS OR WIRE GUIDES SHALL BE BONDED TO GROUND SYSTEM AT A POINT NEAREST THE MAIN GROUNDING BUS "MGB" (OR DIRECTLY TO GROUND-RING).
 - ACCEPTABLE CONNECTIONS FOR GROUNDING SYSTEM SHALL BE:
 - A. BURNED, HY-GRADE U.L. LISTED CONNECTORS FOR INDOOR USE OR AS APPROVED BY AT&T PROJECT MANAGER.
 - B. CADWELD, EXOTHERMIC WELDS (WELDED CONNECTIONS).
 - C. TWO (2) HOLE TINNED COPPER COMPRESSION (LONG BARREL) FITTINGS (BUS BAR CONNECTIONS).
 - D. ALL CRIMPED CONNECTIONS SHALL HAVE EMBOSSED MANUFACTURERS DIAMARK VISIBLE AT THE CRIMP (RESULTING FROM USE OF PROPER CRIMPING DEVICES).
 - E. PRIOR TO ANY LUG-BUSSBAR CONNECTIONS, THE BUSSBAR SHALL BE CLEANED BY USE OF SCOTCH-BRITE OR PLAIN STEEL WOOL AS TO REMOVE ALL SURFACE OXIDATION AND CONTAMINANTS. A COATING OF "NO-OX-ID" SHALL BE APPLIED TO THE CONNECTION SURFACES.
 - F. ALL CONNECTION HARDWARE SHALL BE TYPE 316 SS (NOT ATTRACTED TO MAGNETS).
 - G. THE GROUND RING SHALL BE INSTALLED 24" MINIMUM BEYOND ANY BUILDING DRIP LINE.
 - H. ELECTRICAL SERVICE EQUIPMENT GROUNDING SHALL COMPLY WITH NEC, ARTICLE 250-82 AND SHALL BOND ALL EXISTING AND NEW GROUNDING ELECTRODES. NEW GROUNDING ELECTRODE SHALL INCLUDE BUT NOT LIMITED TO GROUND RODS, GROUND RING IF SERVICE IS WITHIN THE RADIO EQUIPMENT LOCATION, BUILDING STEEL, IF APPLICABLE, COLD WATER CONNECTIONS MUST BE MADE ON THE STREET SIDE OF MAIN SHUT-OFF VALVE.

CCLO5638
GUADALUPE CANYON PARKWAY
1000 CROCKER AVENUE
DAILY CITY, CA 94014
OUTDOOR/MONOPOLE



5001 EXECUTIVE PKWY.
SAN RAMON, CA 94583



4120 DUBLIN BLVD STE
450 DUBLIN
CALIFORNIA 94568

PLANS PREPARED BY:



Pramira
ARCHITECTURAL & ENGINEERING SERVICES

1	01/31/2022	NEW POLE LOCATION	PJB	
0	11/04/2021	100% CDS	PJMS	
B	10/19/2021	95% CDS	P.SB	
A	08/17/2021	90% CDS	P.PK	
REV	DATE	DESCRIPTION	INT	



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET TITLE
GENERAL NOTES

SHEET NUMBER

GN-1

SITE WORK NOTES

- DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
- DO NOT SCALE BUILDING DIMENSIONS FROM DRAWING.
- SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-BUILT DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
- ALL EXISTING UTILITIES, FACILITIES, CONDITIONS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AND INSTRUCTION. AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL LOCAL DIGGER HOT LINE FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION.
- ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
- GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS.
- ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
- STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 95% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.
- NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
- ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
- ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.
- ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONTACT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR.
- ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

ENVIRONMENTAL NOTES

- ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH ISSUED PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF FINES AND PROPER CLEAN UP FOR AREAS IN VIOLATION.
- CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS AND WATERWAYS AND SHALL BE MAINTAINED IN PLACE THROUGH FINAL JURISDICTIONAL INSPECTION & RELEASE OF SITE.
- CONTRACTOR SHALL INSTALL/CONSTRUCT ALL NECESSARY SEDIMENT/SILT CONTROL, FENCING AND PROTECTIVE MEASURES WITHIN THE LIMITS OF SITE DISTURBANCE PRIOR TO CONSTRUCTION.
- NO SEDIMENT SHALL BE ALLOWED TO EXIT THE PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ADEQUATE MEASURES FOR CONTROLLING EROSION. ADDITIONAL SEDIMENT CONTROL, FENCING MAY BE REQUIRED IN ANY AREAS SUBJECT TO EROSION.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES WITH SILT AND EROSION CONTROL MEASURES MAINTAINED ON THE DOWNSTREAM SIDE OF SITE ORANGE. ANY DAMAGE TO ADJACENT PROPERTY AS A RESULT OF EROSION WILL BE CORRECTED AT THE CONTRACTORS EXPENSE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS AND ANY REPAIRS OF ALL SEDIMENT CONTROL MEASURES INCLUDING SEDIMENT REMOVAL AS NECESSARY.
- CLEARING OF VEGETATION AND TREE REMOVAL SHALL BE ONLY AS PERMITTED AND BE HELD TO A MINIMUM. ONLY TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED.
- SEEDING AND MULCHING AND/OR SOILING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE PROJECT FACILITIES AFFECTING LAND DISTURBANCE.
- CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EROSIONS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS, AND CHECK DAMS.
- RIP RAP OF SIZES INDICATED SHALL CONSIST OF CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY STONE FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRAGILE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DETRIMENTAL SUBSTANCES.

FOUNDATION, EXCAVATION AND BACKFILL NOTES

- ALL FINAL GRADED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO 1 VERTICAL.
- ALL EXCAVATIONS PREPARED FOR PLACEMENT OF CONCRETE SHALL BE OF UNDISTURBED SOILS, SUBSTANTIALLY HORIZONTAL AND FREE FROM ANY LOOSE, UNSUITABLE MATERIAL OR FROZEN SOILS, AND WITHOUT THE PRESENCE OF POUNDING WATER. DRAINAGE FOR EXCESS GROUND WATER SHALL BE PROVIDED WHEN REQUIRED. COMPACTION OF SOILS UNDER CONCRETE PAD FOUNDATIONS SHALL NOT BE LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE SOIL, IN ACCORDANCE WITH ASTM D1557.
- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC OR UNSUITABLE MATERIAL. IF INADEQUATE BEARING CAPACITY IS REACHED AT THE DESIGNED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION SHALL BE FILLED WITH CONCRETE OF THE SAME TYPE SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. ANY STONE SUB-BASE MATERIAL, IF USED, SHALL NOT SUBSTITUTE FOR REQUIRED THICKNESS OF CONCRETE.
- ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH PRIOR TO BACK FILLING. SUCH FILL SHALL CONSIST OF APPROVED MATERIALS SUCH AS EARTH, LOAM, SANDY CLAY, SAND AND GRAVEL, OR SOFT SHALE, FREE FROM CLOS OR LARGE STONES OVER 2 1/2" MAX. DIMENSIONS. ALL BACK FILL SHALL BE PLACED IN COMPACTED LAYERS.
- ALL FILL MATERIALS AND FOUNDATION BACK FILL SHALL BE PLACED IN MAXIMUM 8" THICK LIFTS BEFORE COMPACTION. EACH LIFT SHALL BE WETTED IF REQUIRED AND COMPACTED TO NOT LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR SOIL, IN ACCORDANCE WITH ASTM D1557.
- NEWLY PLACED CONCRETE FOUNDATIONS SHALL CURE A MINIMUM OF 72 HRS PRIOR TO BACK FILLING.
- FINISHED GRADING SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE AND PREVENT STANDING WATER. THE FINAL FINISH ELEVATION OF SLAB FOUNDATIONS SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE CENTER. FINISH GRADE OF CONCRETE PADS SHALL BE A MAXIMUM OF 4 INCHES ABOVE FINAL FINISH GRADE ELEVATIONS. PROVIDE SURFACE FILL GRAVEL TO ESTABLISH SPECIFIED ELEVATIONS WHERE REQUIRED.
- NEWLY GRADED SURFACE AREAS TO RECEIVE GRAVEL SHALL BE COVERED WITH GEOTEXTILE FABRIC TYPE TYPAR-3401 AS MANUFACTURED BY CONSTRUCTION MATERIAL, 1480-239-3841 OR AN APPROVED EQUIVALENT, SHOWN ON PLANS. THE GEOTEXTILE FABRIC SHALL BE BLACK IN COLOR TO CONTROL THE RECURRENT OF VEGETATIVE GROWTH AND EXTEND TO WITHIN 1 FOOT OUTSIDE THE SITE FENCING OR ELECTRICAL GROUNDING SYSTEM PERIMETER WHICH EVER IS GREATER. ALL FABRIC SHALL BE COVERED WITH A MINIMUM OF 4" DEEP COMPACTED STONE OR GRAVEL AS SPECIFIED, I.E. FOOT TYPE NO. 57 FOR FENCED COMPOUND, FOOT TYPE NO. 67 FOR ACCESS DRIVE AREA.
- IN ALL AREAS TO RECEIVE FILL, REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SUCH THAT FILL MATERIAL WILL END WITH EXISTING PREPARED SOIL SURFACE.
- WHEN SUB GRADE OR PREPARED GROUND SURFACE HAS A DENSITY LESS THAN THAT REQUIRED FOR THE FILL MATERIAL, SCARIFY THE GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION AND/OR AERATE THE SOILS AND RECOMPACT TO THE REQUIRED DENSITY PRIOR TO PLACEMENT OF FILLS.
- IN AREAS WHICH EXISTING GRAVEL SURFACING IS REMOVED OR DISTURBED DURING CONSTRUCTION OPERATIONS, REPLACE GRAVEL SURFACING TO MATCH ADJACENT GRAVEL SURFACING AND RESTORED TO THE SAME THICKNESS AND COMPACTION AS SPECIFIED. ALL RESTORED GRAVEL SURFACING SHALL BE FREE FROM CORRUPTIONS AND WAVES.
- EXISTING GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED WITH THE CONDITION THAT ANY UNFAVORABLE AMOUNTS OF ORGANIC MATTER, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ANY ADDITIONAL GRAVEL RESURFACING MATERIAL AS NEEDED TO PROVIDE A FULL DEPTH COMPACTED SURFACE THROUGHOUT SITE.
- GRAVEL SUB SURFACE SHALL BE PREPARED TO REQUIRED COMPACTION AND SUB GRADE ELEVATIONS BEFORE GRAVEL SURFACING IS PLACED AND/OR RESTORED. ANY LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED AND ANY DEPRESSIONS IN THE SUB GRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUB GRADE.
- PROTECT EXISTING GRAVEL SURFACING AND SUB GRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING MATS OR OTHER SUITABLE PROTECTION DESIGNED TO SPREAD EQUIPMENT LOADS AS MAY BE NECESSARY. REPAIR ANY DAMAGE TO EXISTING GRAVEL SURFACING OR SUB GRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTORS OPERATIONS.
- DAMAGE TO EXISTING STRUCTURES AND/OR UTILITIES RESULTING FROM CONTRACTORS NEGLIGENCE SHALL BE REPAIRED AND/OR REPLACED TO THE OWNERS SATISFACTION AT NO ADDITIONAL COST TO THE CONTRACT.
- ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES AT NO ADDITIONAL COST TO THE CONTRACT.

STRUCTURAL STEEL NOTES

- ALL STEEL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION. STEEL SECTIONS SHALL BE IN ACCORDANCE WITH ASTM AS INDICATED BELOW:
W SHAPES: ASTM A992, 50 KSI
ANGLES, BARS CHANNELS: ASTM A36, 36 KSI
HSS SECTIONS: ASTM 500, 48 KSI
PIPE SECTIONS: ASTM A53-E, 35 KSI
- ALL EXTERIOR EXPOSED STEEL AND HARDWARE SHALL BE HOT DIPPED GALVANIZED.
- ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINTED SURFACES SHALL BE TOUCHED UP.
- BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE 3/4"D CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
- NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
- FIELD MODIFICATIONS ARE TO BE COATED WITH ZINC ENRICHED PAINT.

CONCRETE MASONRY NOTES

- CONCRETE MASONRY UNITS SHALL BE MEDIUM WEIGHT UNITS CONFORMING TO ASTM C90, GRADE N-1, (FM-1,500 PS), MEDIUM WEIGHT (115 PCF).
- MORTAR SHALL BE TYPE "S" (MINIMUM 1,800 PSI AT 28 DAYS).
- GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,000 PSI AT 28 DAYS.
- ALL CELLS CONTAINING REINFORCING STEEL OR EMBEDDED ITEMS AND ALL CELLS IN RETAINING WALLS AND WALLS BELOW GRADE SHALL BE SOLID GROUTED.
- ALL HORIZONTAL REINFORCEMENT SHALL BE PLACED IN BOND BEAM OR LINTEL BEAM UNITS.
- WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR 1-1/2" BELOW TOP OF THE UPPERMOST UNIT.
- ALL BOND BEAM BLOCK SHALL BE "DEEP CUT" UNITS.
- PROVIDE INSPECTION AND CLEAN-OUT HOLES AT BASE OF VERTICAL CELLS HAVING GROUT LIFTS IN EXCESS OF 4'-0" OF HEIGHT.
- ALL GROUT SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR.
- CEMENT SHALL BE AS SPECIFIED FOR CONCRETE.
- REINFORCING BARS - SEE NOTES UNDER "REINFORCING STEEL" FOR REQUIREMENTS.
- PROVIDE ONE BAR DIAMETER (A MINIMUM OF 1/2") GROUT BETWEEN MAIN REINFORCING AND MASONRY UNITS.
- LOW LIFT CONSTRUCTION, MAXIMUM GROUT POUR HEIGHT IS 4 FEET.
- NOT USED.
- ALL CELLS IN CONCRETE BLOCKS SHALL BE FILLED SOLID WITH GROUT, EXCEPT AS NOTED IN THE DRAWINGS OR SPECIFICATIONS.
- CELLS SHALL BE IN VERTICAL ALIGNMENT. DOWELS IN FOOTINGS SHALL BE SET TO ALIGN WITH CORES CONTAINING REINFORCING STEEL.
- REFER TO ARCHITECTURAL DRAWINGS FOR SURFACE AND HEIGHT OF UNITS, LAYING PATTERN AND JOINT TYPE.
- SAND SHALL BE CLEAN, SHARP AND WELL GRADED, FREE FROM INJURIOUS AMOUNTS OF DUST, LUMPS, SHALE, ALKALI OR ORGANIC MATERIAL.
- BRICK SHALL CONFORM TO ASTM C-82 AND SHALL BE GRADE MW OR BETTER.

STRUCTURAL CONCRETE NOTES

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301-16, ACI 318-14 AND THE SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH f_c 2,500 PSI AT 28 DAYS UNLESS NOTED OTHERWISE.
- REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES CLASS "B" AND ALL HOOKS SHALL BE STANDARD UNLESS NOTED OTHERWISE.
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL, UNLESS SHOWN OTHERWISE ON DRAWINGS:
CONCRETE CAST AGAINST EARTH 3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER:
SLAB AND WALL 2 IN.
#5 AND SMALLER & WWF 1-1/2 IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:
SLAB AND WALL 3/4 IN.
BEAMS AND COLUMNS 1-1/2 IN.
- A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE U.N.O. IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
- HOLES TO RECEIVE EXPANSION/WEDGE ANCHORS SHALL BE 1/8" LARGER IN DIAMETER THAN THE ANCHOR BOLT, DOWEL OR ROD AND SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. LOCATE AND AVOID CUTTING EXISTING REBAR WHEN DRILLING HOLES IN ELEVATED CONCRETE SLABS.
- USE AND INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER ICC ERM & MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURES.

FIRE DEPARTMENT NOTES

- THE AT&T PROJECT MANAGER'S DIRECTION. THE CONTRACTOR SHALL PROVIDE "HIGHT" HIGH PERFORMANCE FIRE STOP SYSTEM P-CR015 AT ALL FIRE RATED PENETRATIONS INSTALLED PER MANUFACTURER'S LATEST INSTALLATION SPECIFICATION.
- ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES SHALL BE CONSTRUCTED SO AS TO MAINTAIN AN EQUAL OR GREATER FIRE RATING.
- BUILDINGS UNDERGOING CONSTRUCTION, ALTERATION OR DEMOLITION SHALL BE IN ACCORDANCE WITH CFC ARTICLE 87, [CFC 8701]
- ADDRESS SHALL BE PROVIDED FOR ALL NEW AND EXISTING BUILDINGS IN A POSITION AS TO BE PLAINLY SEEN VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY [CFC 901.4.4, FHPS POLICY P-00.6]
- DECORATIVE MATERIALS SHALL BE MAINTAINED IN A FLAME-RETARDANT CONDITION. [CALIF. CODE OF REGS., TITLE 19, 3.08, 3.21, 3.2C-2901.5]
- ALL VALVES CONTROLLING THE WATER SUPPLY FOR AUTOMATIC SPRINKLER SYSTEM AND WATER-FLOW SWITCHES ON ALL SPRINKLER SYSTEMS SHALL BE ELECTRICALLY MONITORED WHERE THE NUMBER OF SPRINKLERS IS A 100 OR MORE. [CFC 904.3.1, CFC 1003.3.1]
- INSTALLATION OF FIRE ALARM SYSTEMS SHALL BE IN ACCORDANCE WITH CFC 1007.
- AT LEAST ONE FIRE EXTINGUISHER WITH A MINIMUM RATING OF 2A-10BC SHALL BE PROVIDED WITHIN 75 FT. MAXIMUM TRAVEL DISTANCE FOR EACH 6,000 SQ. FT. OR PORTION THEREOF ON EACH FLOOR [CFC 1002, UFC STANDARD 10-1, CALIF. CODE OF REGS., TITLE 19, 3.29]
- CONTRACTOR SHALL VERIFY IN FIELD THE EXISTENCE OR INSTALLATION OF A FIRE EXTINGUISHER WITH A MINIMUM RATING OF 2A-10BC, WITH A CHARGE STATUS ACCEPTABLE TO THE LOCAL FIRE AUTHORITY HAVING JURISDICTION (SAN DIEGO FIRE DEPARTMENT).
- COMPLETE PLANS AND SPECIFICATIONS FOR ALARM SYSTEMS, FIRE-EXTINGUISHING SYSTEMS, INCLUDING AUTOMATIC SPRINKLERS AND OTHER FIRE-PROTECTION SYSTEMS SHALL BE SUBMITTED TO FIRE AND LIFE SAFETY FOR REVIEW AND APPROVAL TO INSTALLATION. [CFC 100.3]

CCL05638
GUADALUPE CANYON PARKWAY
1000 CROCKER AVENUE
DALY CITY, CA 94014
OUTDOOR/MONOPOLE



5001 EXECUTIVE PKWY.
SAN RAMON, CA 94583



4120 DUBLIN BLVD STE
450 DUBLIN
CALIFORNIA 94568

PLANS PREPARED BY:



1	01/31/2022	NEW POLE LOCATION	P.J.B		
0	11/04/2021	100% CDS	P.M.B		
B	10/19/2021	95% CDS	P.S.B		
A	08/17/2021	90% CDS	P.P.K		
REV	DATE	DESCRIPTION	INT		



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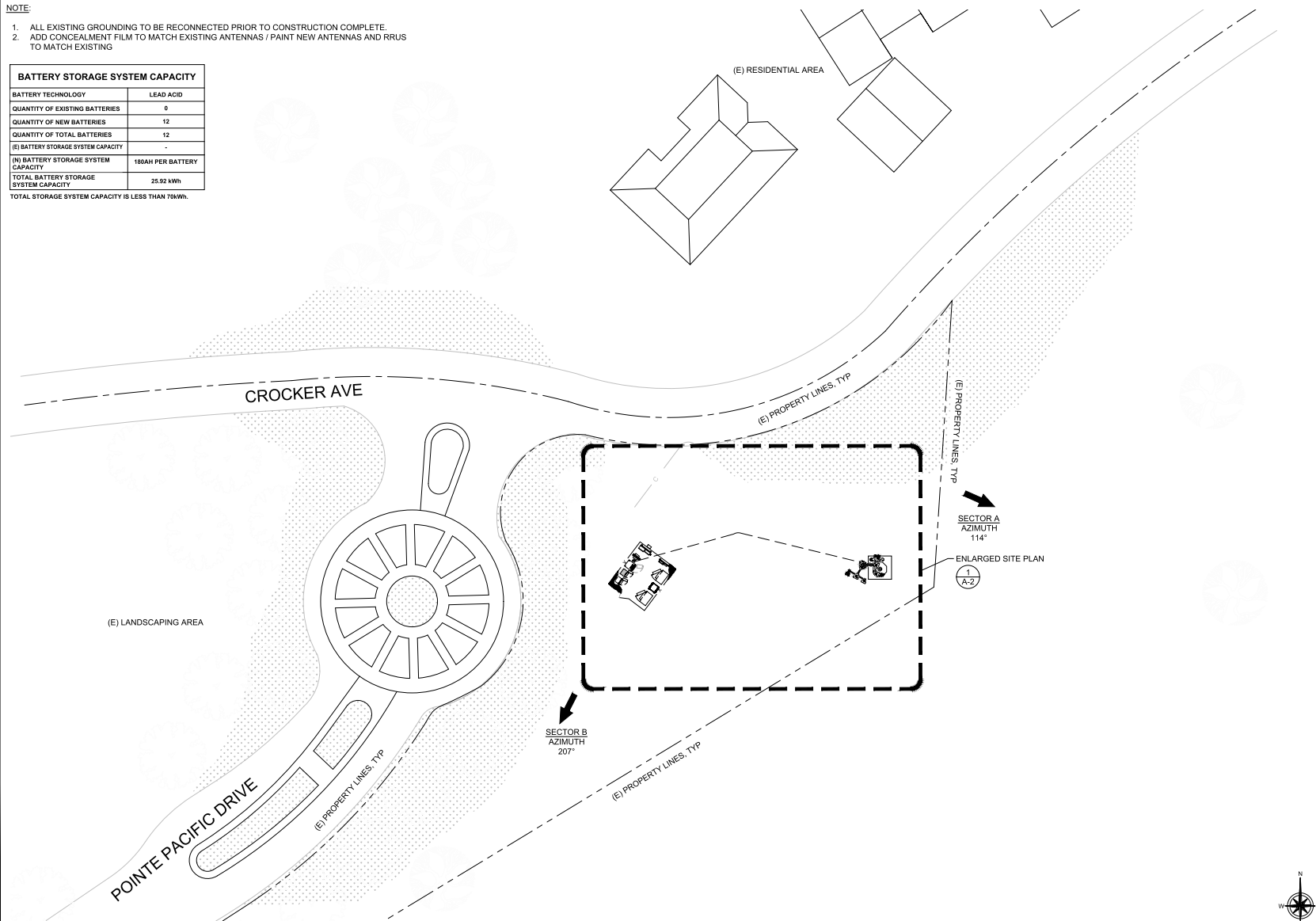
SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-2

NOTE:

1. ALL EXISTING GROUNDING TO BE RECONNECTED PRIOR TO CONSTRUCTION COMPLETE.
2. ADD CONCEALMENT FILM TO MATCH EXISTING ANTENNAS / PAINT NEW ANTENNAS AND RRUS TO MATCH EXISTING

BATTERY STORAGE SYSTEM CAPACITY	
BATTERY TECHNOLOGY	LEAD ACID
QUANTITY OF EXISTING BATTERIES	0
QUANTITY OF NEW BATTERIES	12
QUANTITY OF TOTAL BATTERIES	12
(E) BATTERY STORAGE SYSTEM CAPACITY	-
(N) BATTERY STORAGE SYSTEM CAPACITY	180AH PER BATTERY
TOTAL BATTERY STORAGE SYSTEM CAPACITY	25.92 kWh
TOTAL STORAGE SYSTEM CAPACITY IS LESS THAN 70kWh.	



SITE PLAN

CCL05638
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ERICSSON
4120 DUBLIN BLVD STE
450 DUBLIN
CALIFORNIA 94568

PLANS PREPARED BY:



Pramira
ARCHITECTURAL & ENGINEERING SERVICES

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SHEET TITLE

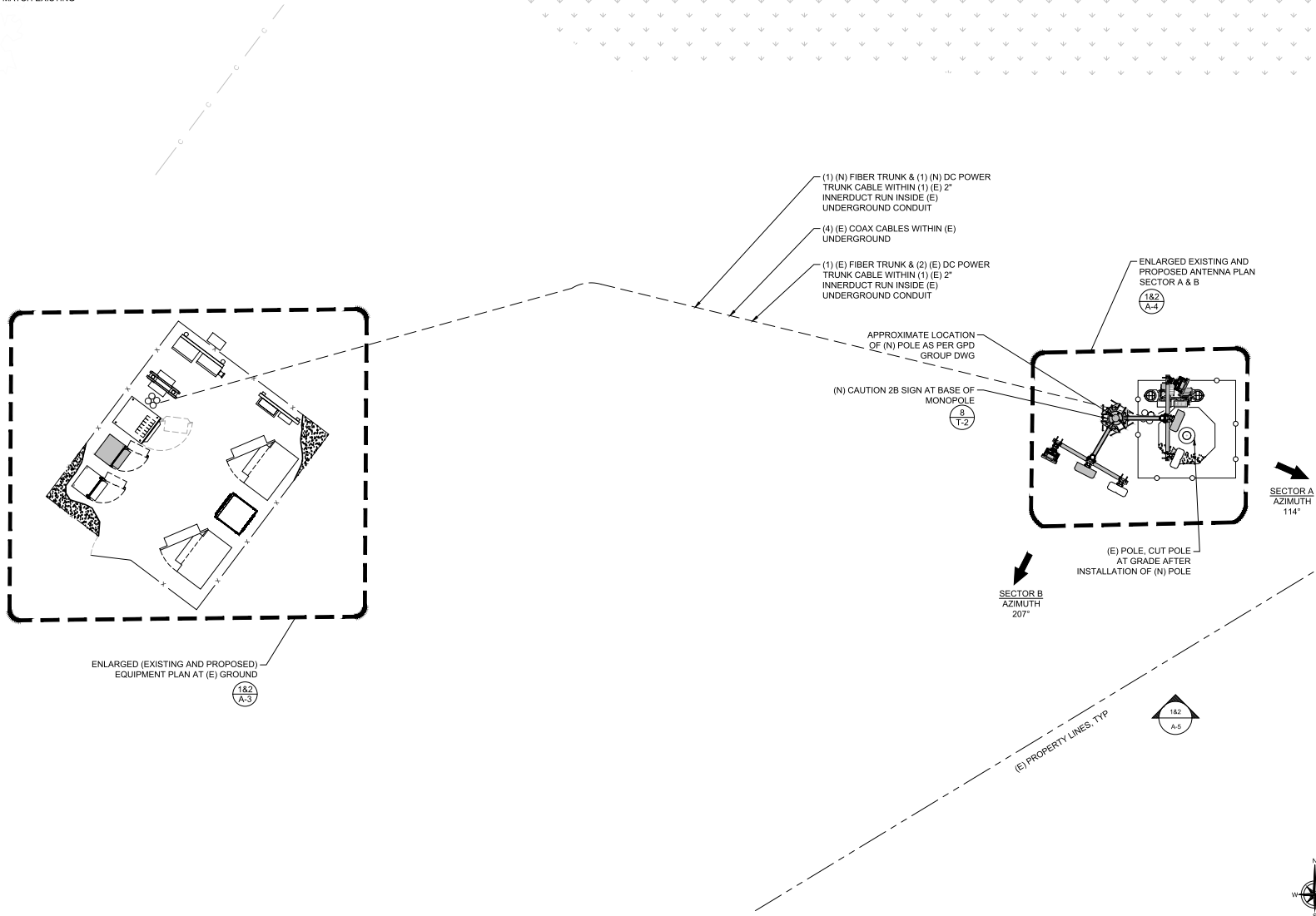
SITE PLAN

SHEET NUMBER

A-1

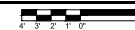
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ENLARGED SITE PLAN

24"x36" SCALE: 1/4" = 1'-0"
11"x17" SCALE: 1/8" = 1'-0"



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GUADALUPE CANYON PARKWAY
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5001 EXECUTIVE PKWY.
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450 DUBLIN
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PLANS PREPARED BY:



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ARCHITECTURAL & ENGINEERING SERVICES

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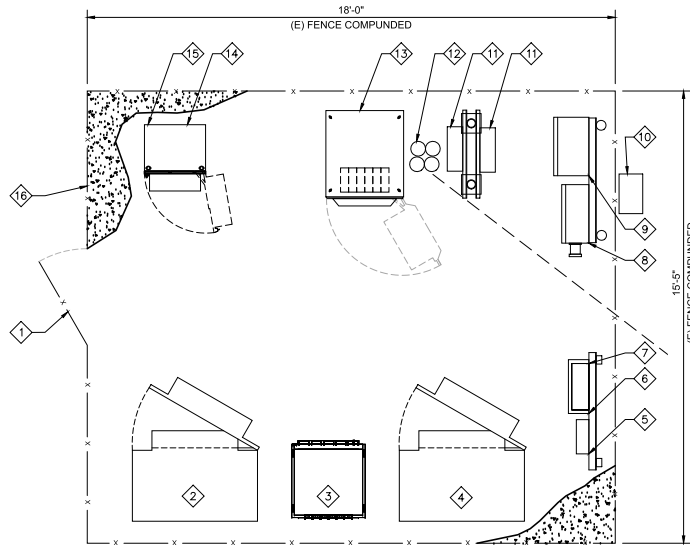
SHEET TITLE
**ENLARGED
SITE PLAN**

SHEET NUMBER

A-2

EXISTING EQUIPMENT LAYOUT KEY NOTES

- 1 (E) WIDE CHAIN LINK ACCESS GATE
- 2 (E) RBS 3106 CABINET
- 3 (E) DC POWER INVERTER (NOT IN USE)
- 4 (E) RBS3106 CABINET
- 5 (E) CIENA UNIT
- 6 (E) AT&T EQUIPMENT
- 7 (E) AT&T EQUIPMENT
- 8 (E) POWER BOX & GENERATOR INTERFACE
- 9 (E) TELCO BOX
- 10 (E) METER PEDESTAL
- 11 (E) DC 12 SURGE SUPPRESSOR & FIBER WINDER BOX BELOW
- 12 (E) 4" PVC CONDUIT STUB-UP
- 13 (3) (E) STRINGS OF GS 160AH BATTERIES TO BE REMOVED, (8) (E) RECTIFIERS WITHIN (E) EMERSON NETSURE 512 DC POWER PLANT CABINET.
- 14 (E) (1) XMU AND (1) 5216 WITHIN (E) FLX16 PURCELL CABINET (BELOW)
- 15 (E) (1) 6630 WITHIN (E) FLX21 PURCELL CABINET (ABOVE)
- 16 (E) CHAIN LINK FENCE WITH GREEN SLATS



EXISTING EQUIPMENT LAYOUT

24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"



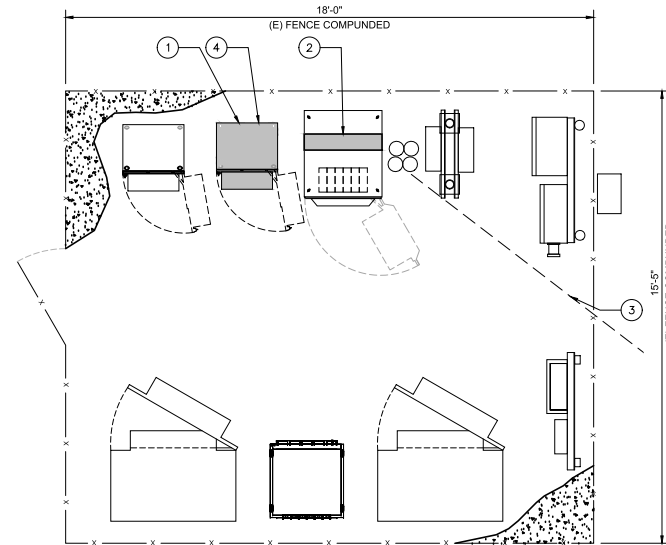
2

PROPOSED EQUIPMENT LAYOUT KEY NOTES

- 1 INSTALL (1) (N) AT&T 6648 BASEBAND UNIT WITHIN (N) FLX21 PURCELL CABINET
- 2 INSTALL (3) (N) STRINGS OF MARATHON 180AH WITHIN (E) EMERSON NETSURE 512 DC POWER PLANT CABINET.
- 3 INSTALL (1) (N) POWER TRUNK & (1) (N) FIBER TRUNK WITH (E) CONDUIT
- 4 INSTALL (1) (N) FLX21 PURCELL CABINET

NOTE:

- ALL EXISTING GROUNDING TO BE RECONNECTED PRIOR TO CONSTRUCTION COMPLETE.
- ADD CONCEALMENT FILM TO MATCH EXISTING ANTENNAS / PAINT NEW ANTENNAS AND RRUS TO MATCH EXISTING



PROPOSED EQUIPMENT LAYOUT

24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"



1

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SAN RAMON, CA 94583



4120 DUBLIN BLVD STE
450 DUBLIN
CALIFORNIA 94568

PLANS PREPARED BY:



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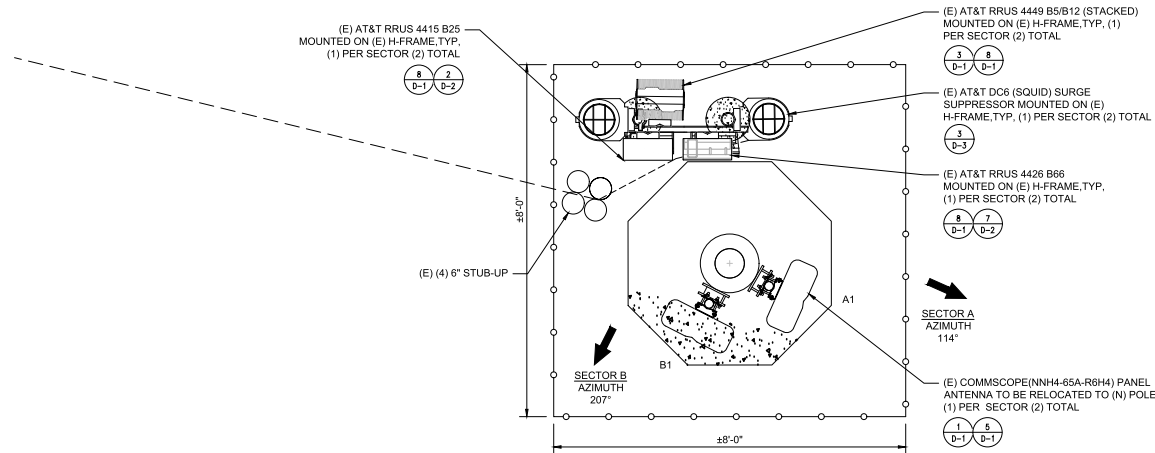


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SHEET TITLE
**EQUIPMENT
LAYOUT**

SHEET NUMBER

A-3

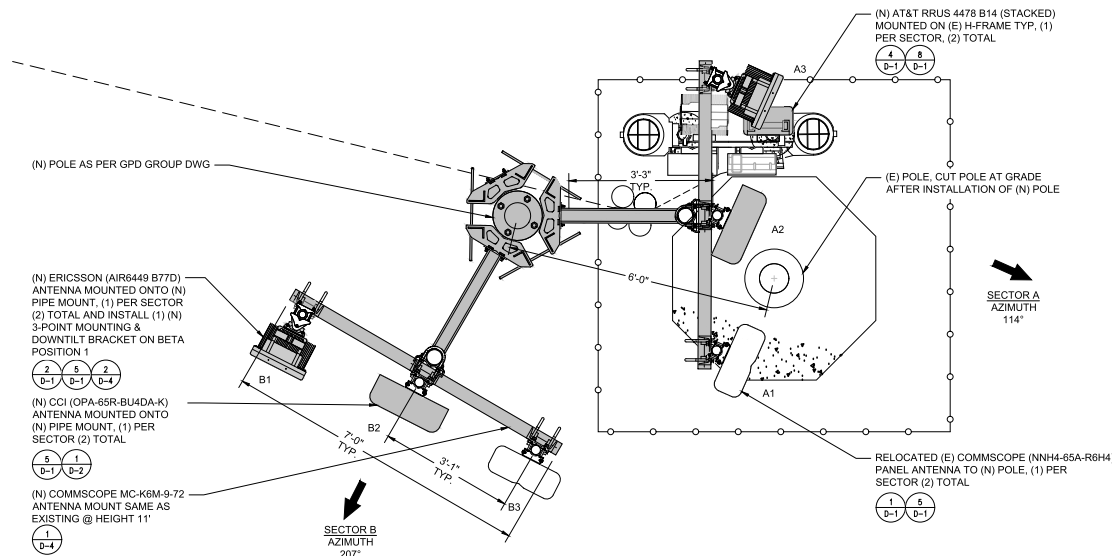


EXISTING ANTENNA LAYOUT

24"x36" SCALE: 3/4" = 1'-0"
11"x17" SCALE: 3/8" = 1'-0"



1



NOTE:

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PROPOSED ANTENNA LAYOUT

24"x36" SCALE: 3/4" = 1'-0"
11"x17" SCALE: 3/8" = 1'-0"



2

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GUADALUPE CANYON PARKWAY
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OUTDOOR/MONOPOLE



5001 EXECUTIVE PKWY.
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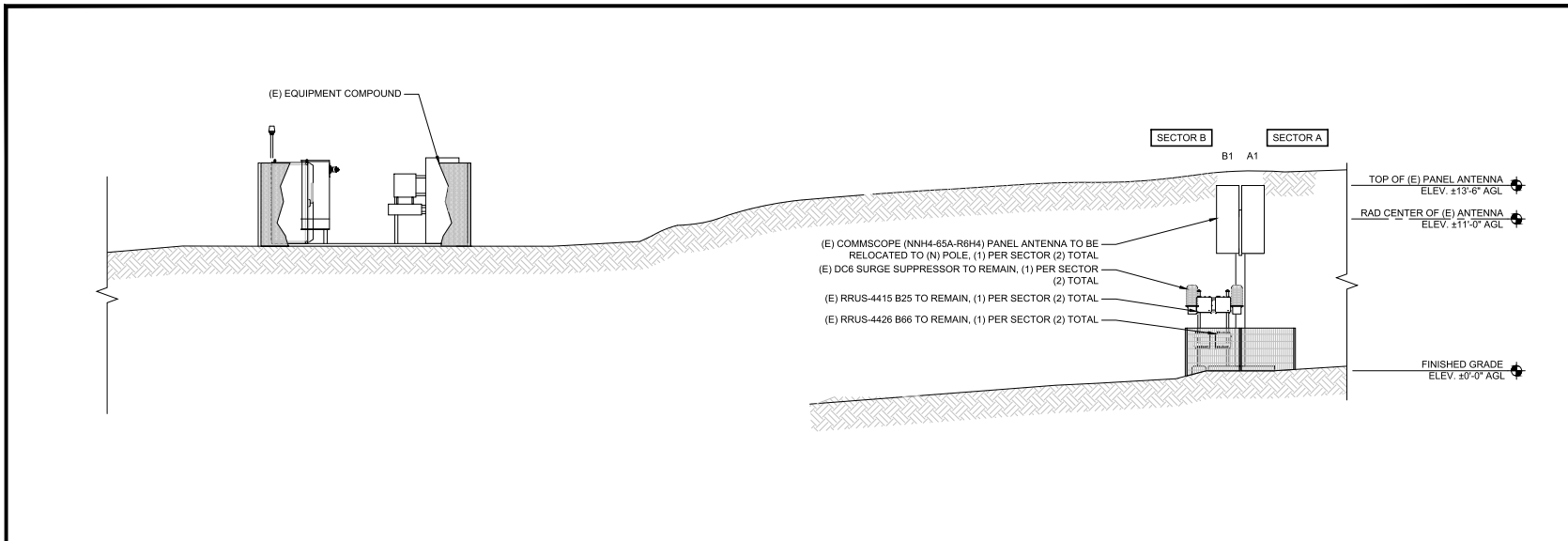
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SHEET TITLE
ANTENNA LAYOUT

SHEET NUMBER
A-4



EXISTING SOUTH ELEVATION

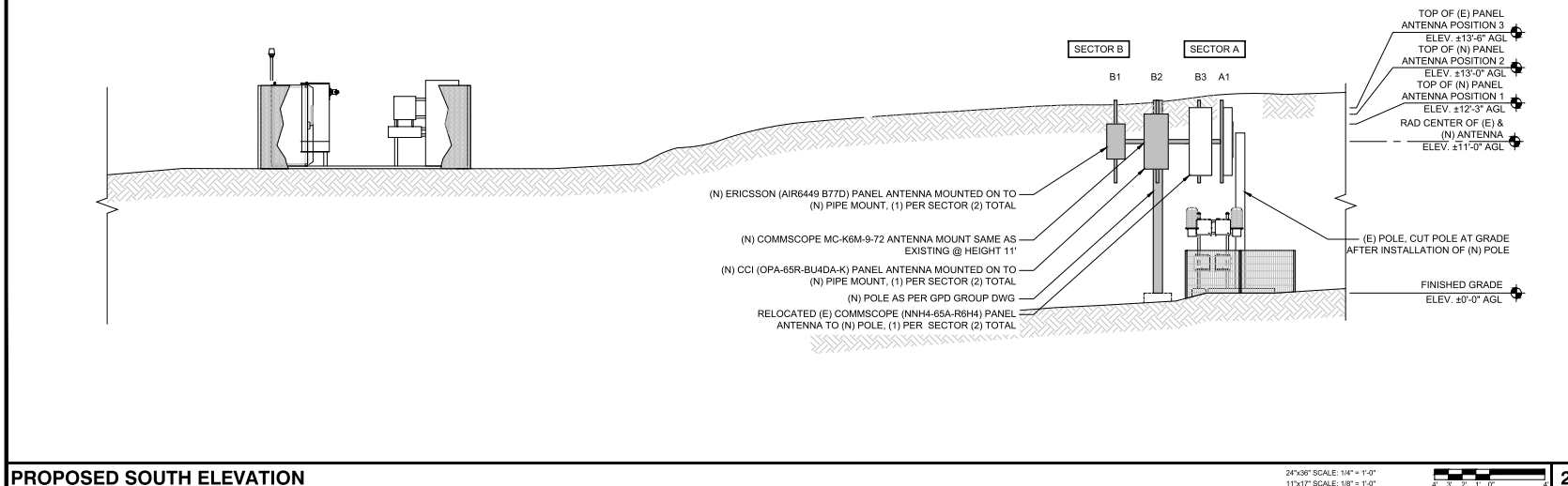
24"x36" SCALE: 1/4" = 1'-0"
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1

NOTE:

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PROPOSED SOUTH ELEVATION

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2

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1000 CROCKER AVENUE
DALY CITY, CA 94014
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PLANS PREPARED BY:



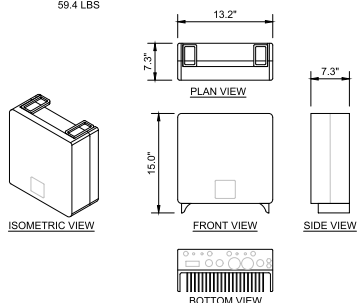
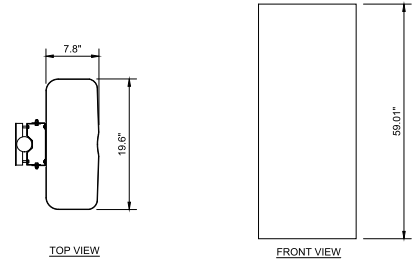
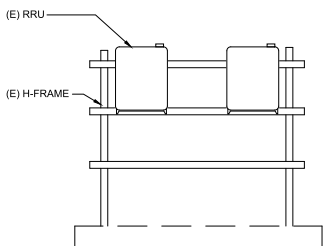
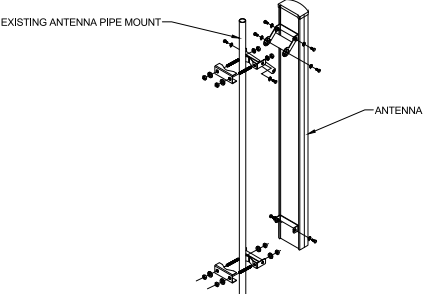
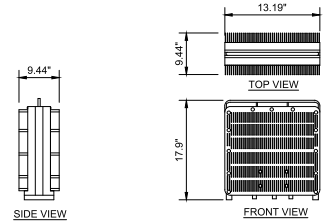
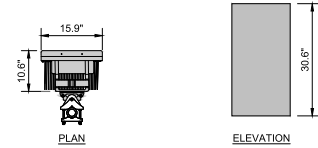
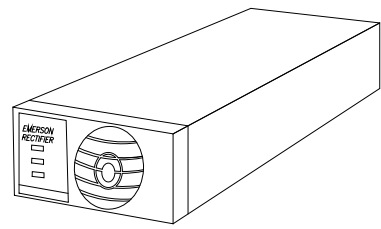
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SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-5

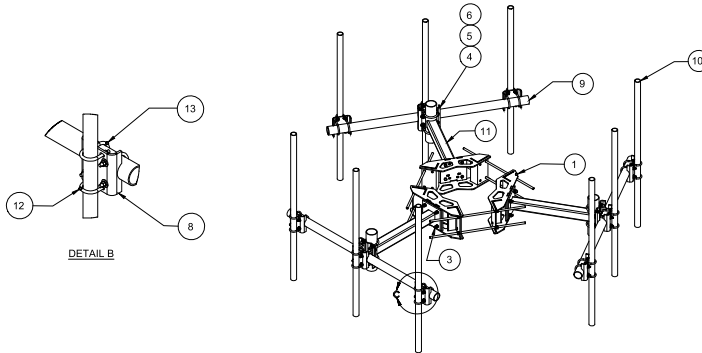
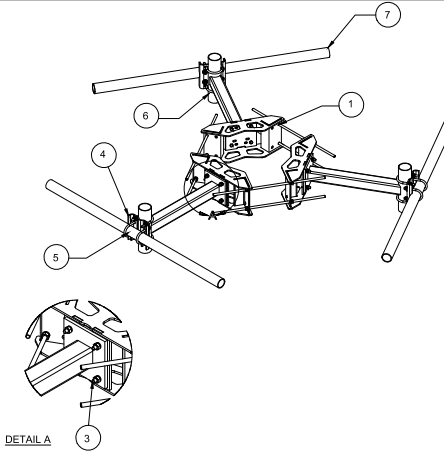
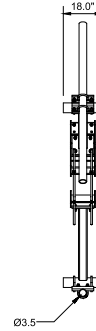
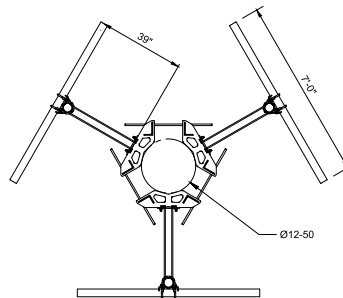
MANUFACTURER: GS PORTALAC MODEL NUMBER: PYL12V160FT DIMENSIONS: 21.9"x14.9"x11.0"  PYL12V160FT 12V 160Ah-8Hr HIGH TEMPERATURE SUPER LONG LIFE BATTERY with HT Element X Alloy™ TECHNICAL DATA SHEET HIGH TEMPERATURE LONG LIFE DESIGN + HT Element X Alloy™ extends life in high temp applications + Additives to maintain compression + Designed to control charging current as temperature increases + No thermal runaway + Epoxy sealed terminals to prevent post leaks + Rugged ABS cases to minimize handling damage 10+ YEAR DESIGN LIFE + Exceeds Interstate 68-7388 criteria + Greater than 5 years at 25°C COMPLIANCE SAFETY + V2 IFR-5882 + UL 1988 + UL 644-0 + UL 1689 + GS-63 MSDS	MANUFACTURER: ERICSSON MODEL NUMBER: RRUS-4478 B14 DIMENSIONS (HxWxD): 15.0"x13.2"x7.3" TOTAL WEIGHT: 59.4 LBS 	MANUFACTURER: COMMSCOPE MODEL NUMBER: NNH4-65A-R6H4 DIMENSIONS (HxWxD): 59.01"x19.6"x7.8" TOTAL WEIGHT: 73.85 LBS 	CCL05638 GUADALUPE CANYON PARKWAY 1000 CROCKER AVENUE DALY CITY, CA 94014 OUTDOOR/MONOPOLE  5001 EXECUTIVE PKWY. SAN RAMON, CA 94583																				
(E) GS PORTALAC BATTERY 	(E) TYPICAL ANTENNA MOUNTING DETAIL 	(N) ERICSSON - RRUS-4449 B5/B12 SPECIFICATIONS MANUFACTURER: ERICSSON MODEL NUMBER: RRUS 4449 B5/12 DIMENSIONS (HxWxD): 17.9"x13.19"x9.44" TOTAL WEIGHT: 70.55 LBS 	(E) COMMSCOPE NNH4-65A-R6H4 ANTENNA MANUFACTURER: ERICSSON MODEL NUMBER: AIR6449 B77D DIMENSIONS (HxWxD): 30.6"x15.9"x10.6" TOTAL WEIGHT: 83.8 LBS (WITHOUT RET OR MOUNTING HARDWARE)  PLANS PREPARED BY:  Pramira ARCHITECTURAL & ENGINEERING SERVICES <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>INT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>01/31/2022</td> <td>NEW POLE LOCATION</td> <td>P.B</td> </tr> <tr> <td>0</td> <td>11/04/2021</td> <td>100% CDS</td> <td>P.M/S</td> </tr> <tr> <td>B</td> <td>10/19/2021</td> <td>95% CDS</td> <td>P.SB</td> </tr> <tr> <td>A</td> <td>08/17/2021</td> <td>90% CDS</td> <td>P.P/K</td> </tr> </tbody> </table>  IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT. SHEET TITLE DETAILS SHEET NUMBER D-1	REV	DATE	DESCRIPTION	INT	1	01/31/2022	NEW POLE LOCATION	P.B	0	11/04/2021	100% CDS	P.M/S	B	10/19/2021	95% CDS	P.SB	A	08/17/2021	90% CDS	P.P/K
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(E) TYPICAL RRU H-FRAME MOUNTING	(E) RECTIFIER (R48-2000E3) 	(E) TYPICAL ANTENNA MOUNTING DETAIL	(E) GS PORTALAC BATTERY																				

MANUFACTURER: ERICSSON MODEL NUMBER: RRUS 4426 B66 DIMENSIONS (HxWxD): 14.96"x13.19"x5.8" WEIGHT (W/ MOUNTING KIT): 48.4 LBS MANUFACTURER STANDARD MOUNTING BRACKETS. RRUS-4426 WITH SUNSHIELD. P1000 UNISTRUT AS ALTERNATIVE ATTACHMENT. FRONT VIEW TOP VIEW SIDE VIEW	MANUFACTURER: ERICSSON MODEL NUMBER: BASEBAND 6630 DIMENSIONS (HxWxD): 1.75"x19"x13.8" TOTAL WEIGHT: 14.3 LBS	MANUFACTURER: CCI MODEL NUMBER: OPA-65R-BU4DA-K DIMENSIONS (HxWxD): 48"x20.7"x7.7" TOTAL WEIGHT: 46.3 LBS TOP VIEW FRONT VIEW	CCL05638 GUADALUPE CANYON PARKWAY 1000 CROCKER AVENUE DALY CITY, CA 94014 OUTDOOR/MONOPOLE 5001 EXECUTIVE PKWY. SAN RAMON, CA 94583 4120 DUBLIN BLVD STE 450 DUBLIN CALIFORNIA 94568 PLANS PREPARED BY: Pramira ARCHITECTURAL & ENGINEERING SERVICES <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>INT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>01/31/2022</td> <td>NEW POLE LOCATION</td> <td>P.B</td> </tr> <tr> <td>0</td> <td>11/04/2021</td> <td>100% CDS</td> <td>P.M/S</td> </tr> <tr> <td>B</td> <td>10/19/2021</td> <td>95% CDS</td> <td>P.SB</td> </tr> <tr> <td>A</td> <td>08/17/2021</td> <td>90% CDS</td> <td>P.P/K</td> </tr> </tbody> </table> IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT. SHEET TITLE DETAILS SHEET NUMBER D-2	REV	DATE	DESCRIPTION	INT	1	01/31/2022	NEW POLE LOCATION	P.B	0	11/04/2021	100% CDS	P.M/S	B	10/19/2021	95% CDS	P.SB	A	08/17/2021	90% CDS	P.P/K
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(E) RRUS-4426 B66 SPECIFICATIONS	(E) ERICSSON BASEBAND UNIT 6630	(N) CCI OPA-65R-BU4DA-K ANTENNA	7 4 1																				
MANUFACTURER: ERICSSON MODEL NUMBER: 5216 DIMENSIONS (WxDxH): 13.8"x11"x1.22" TOTAL WEIGHT: < 8.8 LBS ISOMETRIC VIEW PLAN VIEW SIDE VIEW FRONT VIEW	MANUFACTURER: ERICSSON MODEL NUMBER: BASEBAND 6648 DIMENSIONS (HxWxD): 1.75"x19"x13.86" TOTAL WEIGHT: < 16.53 LBS	MANUFACTURER: ERICSSON MODEL NUMBER: RRUS-4415 B25 DIMENSIONS (HxWxD): 16.5"x13.4"x5.9" TOTAL WEIGHT: 46 LBS ISOMETRIC VIEW PLAN VIEW FRONT VIEW SIDE VIEW BOTTOM VIEW	(E) ERICSSON - 5216 (N) ERICSSON BASEBAND 6648 (E) RRUS-4415-B25																				
(E) ERICSSON - 5216	(N) ERICSSON BASEBAND 6648	(E) RRUS-4415-B25	8 5 2																				
MANUFACTURER: ERICSSON MODEL NUMBER: XMU 03 DIMENSIONS (WxDxH): 13.8"x11"x1.22" TOTAL WEIGHT: < 5 LBS ISOMETRIC VIEW PLAN VIEW SIDE VIEW FRONT VIEW	(E) 3/8" SPRING STUD, TYP OF 2 PER UNISTRUT CIENA MOUNTING BRACKET (E) FIBER CABINET (E) P1000 UNISTRUT @ T&B (E) H-FRAME	RAYCAP DC (TYP.) MOUNTED ON H-FRAME ANTENNA MOUNTING PIPE PIPE CLAMP MOUNTING BRACKET PIPE CLAMP	(E) ERICSSON - XMU 03 (E) CIENA CABINET SPECIFICATIONS (E) DC POLE MOUNTING DETAIL																				
(E) ERICSSON - XMU 03	(E) CIENA CABINET SPECIFICATIONS	(E) DC POLE MOUNTING DETAIL	9 6 3																				

ITEM	PART NO.	DESCRIPTION	QTY.	WEIGHT
1	MC-RM1550-3	12" - 50" OD RING MOUNT	1	230.42 LBS
2	MT197H	HARDWARE KIT (NEXT ITEM)	3	-
3	GB-0524A	5/8" X 2-1/2" GALV BOLT KIT (A325)	12	0.31 LBS
4	MT216.13	CENTER BRACKET	3	11.80 LBS
5	GUB-53560	5/8" X 3-5/8" X 6" GALV U-BOLT	6	1.30 LBS
6	GUB-5456	5/8" X 4-5/8" X 6" GALV U-BOLT	6	1.43 LBS
7	MT54784	Ø3.5" O.D. X 84" PIPE	3	53.22 LBS
8	MT21701	PIPE MOUNT PLATE	9	7.93 LBS
9	MT54784	Ø3.5" O.D. X 84" PIPE	3	53.22 LBS
10	MT-651	2.375" OD X 72" PIPE	9	-
11	MT197.01	36" SINGLE SUPPORT ARM	3	62.84 LBS
12	GUB-4240	1/2" X 2-3/4" X 4" GALV U-BOLT	18	0.56 LBS
13	GUB-4356	1/2" X 3-3/8" X 6" GALV U-BOLT	18	0.82 LBS

PARTS LIST FOR USE WITH MC-K6M-B

T-FRAME #	PIPE	DESCRIPTION	QTY.	WEIGHT
MC-K6M-B	-	BASE KIT	0	610.51 LBS
MC-K6M-6-72	MT-651	2-3/8" OD X 72" GALV PIPE	6	909.83 LBS
MC-K6M-6-96	MT-651-96	2-3/8" OD X 96" GALV PIPE	6	853.44 LBS
MC-K6M-6-72	MT-651	2-3/8" OD X 72" GALV PIPE	9	909.49 LBS
MC-K6M-6-96	MT-651-96	2-3/8" OD X 96" GALV PIPE	9	974.90 LBS



DIMENSIONS	
HEIGHT	1828.8 mm / 72 in
FACE WIDTH	1,981 mm / 6.5 ft
WIDTH	1981.2 mm / 78 in
LENGTH	914.4 mm / 36 in
PIPE LENGTH	1828.8 mm / 72 in
MOUNTING DIAMETER, MAXIMUM	1270 mm / 50 in
MOUNTING DIAMETER, MINIMUM	304.8 mm / 12 in
PIPE OUTER DIAMETER	60.96 mm / 2.4 in
STAND-OFF DISTANCE	914.4 mm / 36 in
MOUNTING CIRCUMFERENCE, MAXIMUM	3990.34 mm / 157.1 in
MOUNTING CIRCUMFERENCE, MINIMUM	1196.34 mm / 47.1 in

PRODUCT CLASSIFICATION	
PRODUCT TYPE	MONOPOLE T-FRAME KIT
GENERAL SPECIFICATION	
MOUNTING	MONOPOLE, 304.8-1270mm (12-50) OD
PIPE, QUANTITY	9
SECTOR, QUANTITY	3

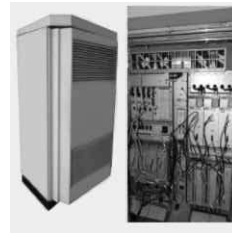
(N) COMMSCOPE MC-K6M-9-72 ANTENNA MOUNT

1

MANUFACTURER:
MODEL NUMBER:
DIMENSIONS (WxDxH):
TOTAL WEIGHT:

ERICSSON
RBS 3106
51.2"x30"x64.2"
1889 LBS

***REFERENCE MANUFACTURER'S
SPECIFICATIONS FOR
DETAILED EQUIPMENT INFORMATION



MANUFACTURER:
MODEL NUMBER:
ANTENNA MOUNT TYPE:
DESCRIPTION:

AMPHENOL ANTENNA SOLUTION
MK509T03
EXTENDED SCISSOR TILT
3-POINT MOUNTING AND DOWNTILT BRACKET
KIT FITS 2.0-4.5 INCH DIAMETER PIPE.



NOT USED

4

(E) RBS 3106 CABINET

3

(N) 3-POINT MOUNTING & DOWNTILT BRACKET KIT

2

CCL05638
GUADALUPE CANYON PARKWAY
1000 CROCKER AVENUE
DALY CITY, CA 94014
OUTDOOR/MONOPOLE



5001 EXECUTIVE PKWY.
SAN RAMON, CA 94583



ERICSSON

4120 DUBLIN BLVD STE
450 DUBLIN
CALIFORNIA 94568

PLANS PREPARED BY:



Pramira
ARCHITECTURAL & ENGINEERING SERVICES

REV	DATE	DESCRIPTION	INT
1	01/31/2022	NEW POLE LOCATION	PJB
0	11/04/2021	100% CDS	P.M/S
B	10/19/2021	95% CDS	P.SB
A	08/17/2021	90% CDS	P.PK



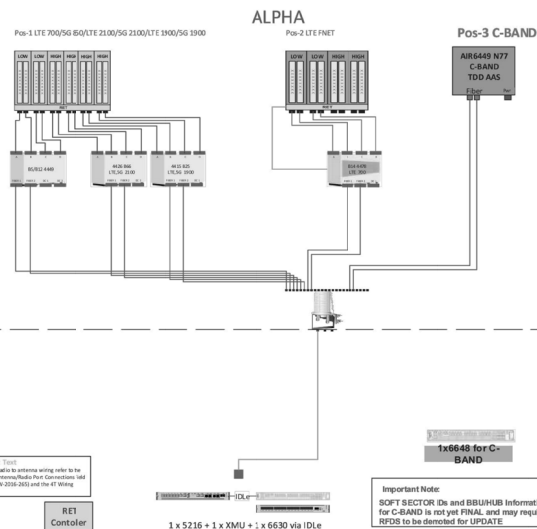
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TO ALTER THIS DOCUMENT.

SHEET TITLE

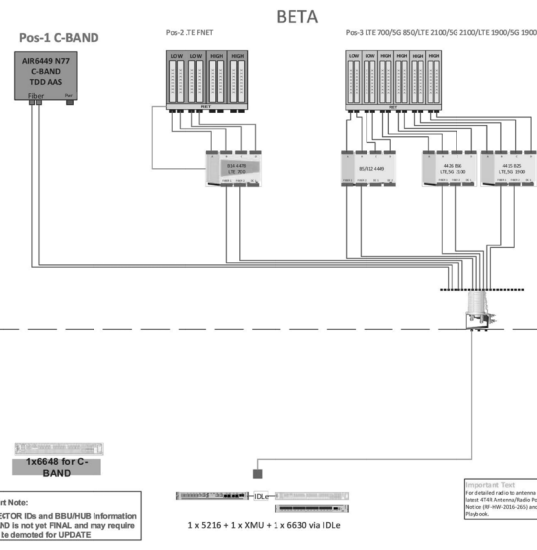
DETAILS

SHEET NUMBER

D-4



Hatch Line



Hatch Line

CCL05638
GUADALUPE CANYON PARKWAY
1000 CROCKER AVENUE
DALY CITY, CA 94014
OUTDOOR/MONOPOLE



5001 EXECUTIVE PKWY.
SAN RAMON, CA 94583



4120 DUBLIN BLVD STE
450 DUBLIN
CALIFORNIA 94568

PLANS PREPARED BY:



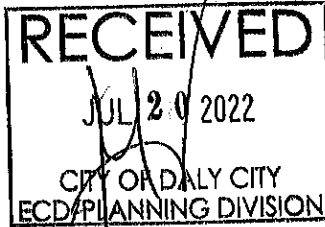
REV	DATE	DESCRIPTION	INT
1	01/31/2022	NEW POLE LOCATION	P.B
0	11/04/2021	100% CDS	P.M/S
B	10/19/2021	95% CDS	P.SB
A	08/17/2021	90% CDS	P.PK



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SHEET TITLE
RFDS

SHEET NUMBER
RF-1



Kun Lau
1009 Crocker Ave.
Daly City, Ca. 94014

Monday July 18th, 2022

Daly City City Council
333 90th Street,
Daly City, Ca. 94015

**Letter of Appeal for Permit AUP-5-22-15728
Modification of Wireless Facility
At 1000 Crocker Ave. Accessor Parcel #004-450-130**

Dear Mr. Brian Paland or to whom it may concern:

We, the residents of 1009 Crocker Ave, are opposing changes to this facility due to concerns of the health and well-being of our family and neighbors. These types of wireless towers/facilities produce RF continuous radiation exposures to nearby residents. As stated in the American Cancer Society, "At this time, there's no strong evidence that exposure to RF waves from cell phone towers causes any noticeable health effects. However, **this does not mean that the RF waves from cell phone towers have been proven to be absolutely safe.** Most expert organizations agree that more research is needed to help clarify this, especially for any possible long-term effects."

There is no way to 100% guarantee that these towers, upgrades, changes, pose no threat to the health of residents in close proximity such as myself, my family and my neighbors. We are residents who have long-term continuous high risk exposure to these types of radiation. It is a proven fact that the closer in proximity to these radiation the more harmful it is. We are only about 40 feet away from this site. The fact is that we have lived here for over a decade, and we have residents here who have suffered from cancer. The previous owner also suffered from cancer. It is quite possible that RF radiation in this area has caused these cancers, as there are studies that have shown it to cause tumors, reproductive harm, damages to prenatal/children, electrosensitivity and the list goes on. We have an infant and toddler in the family and we are extremely concerned about this facility's existence, and any changes they attempt.

The tower's direct beam levels are supposed to stay away from the ground to lessen the harm of houses which are typically on the ground, yet we live in a 2-3 story building home which is then closely aligned to the level of the elevated beam, as do many of neighbors alike. Therefore, we strongly oppose any modifications to this wireless facility.

Thanks for your time and consideration,
Kun Lau
415-652-1308

Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report

Site No. CCL05638
MRSFR078124/MRSFR078084
Guadalupe Canyon Parkway
1000 Crocker Avenue
Daly City, California 94014
San Mateo County
37.70227310; -122.45012610 NAD83
Monopole

**The proposed AT&T installation will be in compliance with FCC regulations
upon proper installation of recommended signage.**

EBI Project No. 6221007257
March 25, 2022



Prepared for:
AT&T Mobility, LLC
c/o Ericsson, Inc.
4120 Dublin Boulevard, Suite 450
Dublin, CA 94568

Prepared by:
 **EBI Consulting**
environmental | engineering | due diligence

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EXECUTIVE SUMMARY

Purpose of Report

EnviroBusiness Inc. (dba EBI Consulting) has been contracted by AT&T Mobility, LLC to conduct radio frequency electromagnetic (RF-EME) modeling for AT&T Site CCL05638 located at 1000 Crocker Avenue in Daly City, California to determine RF-EME exposure levels from proposed AT&T wireless communications equipment at this site. As described in greater detail in Section 1.0 of this report, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for general public exposures and occupational exposures. This report summarizes the results of RF-EME modeling in relation to relevant FCC RF-EME compliance standards for limiting human exposure to RF-EME fields.

This report contains the RF EME analysis for the site, including the following:

- Site Plan with antenna locations
- Graphical representation of theoretical MPE fields based on modeling
- Graphical representation of recommended signage and/or barriers

This document addresses the compliance of AT&T's transmitting facilities independently and in relation to all collocated facilities at the site.

Statement of Compliance

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

As presented in the sections below, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

As such, the proposed AT&T installation is in compliance with FCC regulations upon proper installation of recommended signage and/or barriers.

AT&T Recommended Signage/Compliance Plan

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Site compliance recommendations have been developed based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, additional guidance provided by AT&T, EBI's understanding of FCC and OSHA requirements, and common industry practice. Barrier locations have been identified (when required) based on guidance presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014.

The following signage is recommended at this site:

- Yellow CAUTION 2B sign posted at the base of the monopole.

The signage proposed for installation at this site complies with AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document and therefore complies with FCC and OSHA requirements. Barriers are not recommended on this site. To reduce the risk of exposure and/or injury, EBI recommends that access to the monopole or areas associated with the active antenna installation be restricted and secured where possible. More detailed information concerning site compliance recommendations is presented in Section 4.0 and Appendix B of this report.

1.0 FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS

The FCC has established Maximum Permissible Exposure (MPE) limits for human exposure to Radiofrequency Electromagnetic (RF-EME) energy fields, based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general public/uncontrolled exposure limits for members of the general public.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general public/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General public/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

Table I and Figure I (below), which are included within the FCC's OET Bulletin 65, summarize the MPE limits for RF emissions. These limits are designed to provide a substantial margin of safety. They vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different durations resulting from controlled and uncontrolled exposures.

The FCC's MPEs are measured in terms of power (mW) over a unit surface area (cm²). Known as the power density, the FCC has established an occupational MPE of 5 milliwatts per square centimeter (mW/cm²) and an uncontrolled MPE of 1 mW/cm² for equipment operating in the 1900 MHz frequency range. For the AT&T equipment operating at 850 MHz, the FCC's occupational MPE is 2.83 mW/cm² and an uncontrolled MPE of 0.57 mW/cm². For the AT&T equipment operating at 700 MHz, the FCC's occupational MPE is 2.33 mW/cm² and an uncontrolled MPE of 0.47 mW/cm². These limits are considered protective of these populations.

Table I: Limits for Maximum Permissible Exposure (MPE)				
(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1,500	--	--	f/300	6
1,500-100,000	--	--	5	6

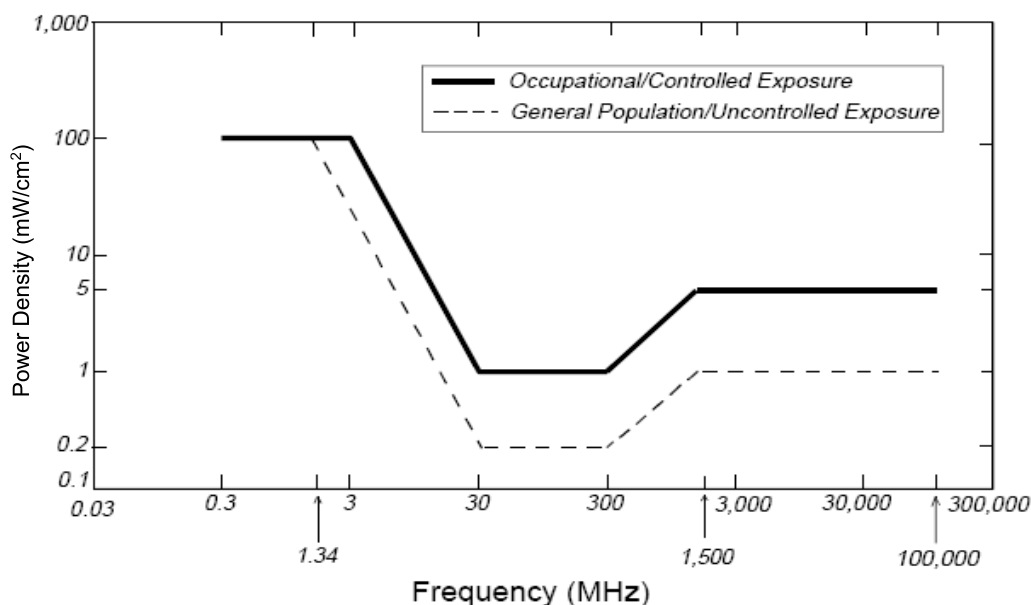
(B) Limits for General Public/Uncontrolled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm²)	Averaging Time [E]², [H]², or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1,500	--	--	f/1,500	30
1,500-100,000	--	--	1.0	30

f = Frequency in (MHz)

* Plane-wave equivalent power density

Figure 1. FCC Limits for Maximum Permissible Exposure (MPE)

Plane-wave Equivalent Power Density



Based on the above, the most restrictive thresholds for exposures of unlimited duration to RF energy for several personal wireless services are summarized below:

Personal Wireless Service	Approximate Frequency	Occupational MPE	Public MPE
Microwave (Point-to-Point)	5,000 - 80,000 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Broadband Radio (BRS)	2,600 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Wireless Communication (WCS)	2,300 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Advanced Wireless (AWS)	2,100 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Personal Communication (PCS)	1,950 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Cellular Telephone	870 MHz	2.90 mW/cm ²	0.58 mW/cm ²
Specialized Mobile Radio (SMR)	855 MHz	2.85 mW/cm ²	0.57 mW/cm ²
Long Term Evolution (LTE)	700 MHz	2.33 mW/cm ²	0.47 mW/cm ²
Most Restrictive Frequency Range	30-300 MHz	1.00 mW/cm ²	0.20 mW/cm ²

MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

Personal Communication (PCS) facilities used by AT&T in this area operate within a frequency range of 700-1900 MHz. Facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCS telephones). Transceivers are typically connected to antennas by coaxial cables.

Because of the short wavelength of PCS services, the antennas require line-of-site paths for good propagation, and are typically installed above ground level. Antennas are constructed to concentrate energy towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of PCS facilities, generally results in no possibility for exposure to approach Maximum Permissible Exposure (MPE) levels, with the exception of areas directly in front of the antennas.

2.0 AT&T RF EXPOSURE POLICY REQUIREMENTS

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Pursuant to this guidance, worst-case predictive modeling was performed for the site. This modeling is described below in Section 3.0. Lastly, based on the modeling and survey data, EBI has produced a Compliance Plan for this site that outlines the recommended signage and barriers. The recommended Compliance Plan for this site is described in Section 4.0.

3.0 WORST-CASE PREDICTIVE MODELING

In accordance with AT&T's RF Exposure policy, EBI performed theoretical modeling using RoofMaster™ software to estimate the worst-case power density at the site ground-level and/or nearby rooftops resulting from operation of the antennas. RoofMaster™ is a widely-used predictive modeling program that has been developed to predict RF power density values for rooftop and tower telecommunications sites produced by vertical collinear antennas that are typically used in the cellular, PCS, paging, and other communications services. Using the computational methods set forth in Federal Communications (FCC) Office of Engineering & Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields" (OET-65), RoofMaster™ calculates predicted power density in a scalable grid based on the contributions of all RF sources characterized in the study scenario. At each grid location, the cumulative power density is expressed as a percentage of the FCC limits. Manufacturer antenna pattern data is utilized in these calculations. RoofMaster™ models consist of the Far Field model as specified in OET-65 and an implementation of the OET-65 Cylindrical Model (Sula9). The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit. A statistical power factor may be applied to the antenna system based on guidance from the carrier and system manufacturers.

For this report, EBI utilized antenna and power data provided by AT&T and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65.

The assumptions used in the modeling are based upon information provided by AT&T and information gathered from other sources. There are no other wireless carriers with equipment installed at this site. Based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

At the nearest walking/working surfaces to the AT&T antennas on the ground, the maximum power density generated by the AT&T antennas is approximately 81.94 percent of the FCC's general public limit (16.39 percent of the FCC's occupational limit). The composite exposure level from all carriers on this site is approximately 81.94 percent of the FCC's general public limit (16.39 percent of the FCC's occupational limit) at the nearest walking/working surface to each antenna.

A graphical representation of the RoofMaster™ modeling results is presented in Appendix B.

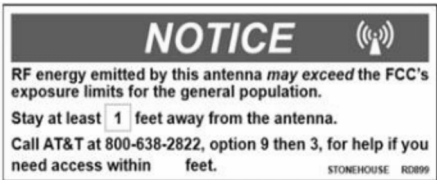
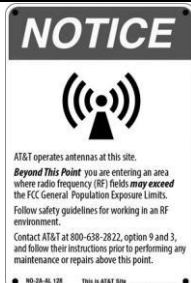
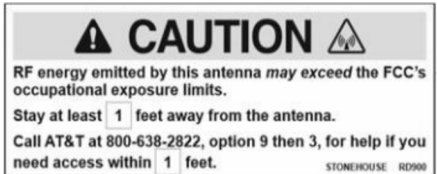
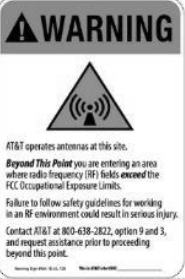
Microwave dish antennas are designed for point-to-point operations at the elevations of the installed equipment rather than ground-level coverage. Based on AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, microwave antennas are considered compliant if they are higher than 20 feet above any accessible walking/working surface. There are no microwaves installed at this site.

4.0 RECOMMENDED SIGNAGE/COMPLIANCE PLAN

Signs are the primary means for control of access to areas where RF exposure levels may potentially exceed the MPE. As presented in the AT&T guidance document, the signs must:

- Be posted at a conspicuous point;
- Be posted at the appropriate locations;
- Be readily visible; and
- Make the reader aware of the potential risks prior to entering the affected area.

The table below presents the signs that may be used for AT&T installations.

CRAN / HETNET Small Cell Decals / Signs		Alerting Signs	
	NOTICE DECAL		
	NOTICE SIGN		
	CAUTION DECAL		
	CAUTION SIGN		

Based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, and additional guidance provided by AT&T, the following signage is recommended on the site:

- Yellow CAUTION 2B sign posted at the base of the monopole.

No barriers are required for this site. Barriers should be constructed of weather-resistant plastic or wood fencing. Barriers may consist of railing, rope, chain, or weather-resistant plastic if no other types are permitted or are feasible. Painted stripes should only be used as a last resort and only in regions where there is little chance of snowfall. If painted stripes are selected as barriers, it is recommended that the stripes and signage be illuminated. The signage and any barriers are graphically represented in the Signage Plan presented in Appendix B.

5.0 SUMMARY AND CONCLUSIONS

EBI has prepared this Radiofrequency Emissions Compliance Report for the proposed AT&T telecommunications equipment at the site located at 1000 Crocker Avenue in Daly City, California.

EBI has conducted theoretical modeling to estimate the worst-case power density from AT&T antennas to document potential MPE levels at this location and ensure that site control measures are adequate to meet FCC and OSHA requirements, as well as AT&T's corporate RF safety policies. As presented in the preceding sections, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

To reduce the risk of exposure and/or injury, EBI recommends that access to the monopole or areas associated with the active antenna installation be restricted and secured where possible. Signage is recommended at the site as presented in Section 4.0 and Appendix B. Posting of the signage brings the site into compliance with FCC rules and regulations and AT&T's corporate RF safety policies.

6.0 LIMITATIONS

This report was prepared for the use of AT&T Mobility, LLC to meet requirements outlined in AT&T's corporate RF safety guidelines. It was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI and its partners are based solely on information supplied by AT&T, including modeling instructions, inputs, parameters, and methods. Calculations, data, and modeling methodologies for C Band equipment include a statistical factor reducing the power to 32% of maximum theoretical power to account for spatial distribution of users, network utilization, time division duplexing, and scheduling time. AT&T recommends the use of this factor based on a combination of guidance from its antenna system manufacturers, supporting international industry standards, industry publications, and its extensive experience. The observations in this report are valid on the date of the investigation. Any additional information that becomes available concerning the site should be provided to EBI so that our conclusions may be revised and modified, if necessary. This report has been prepared in accordance with Standard Conditions for Engagement and authorized proposal, both of which are integral parts of this report. No other warranty, expressed or implied, is made.

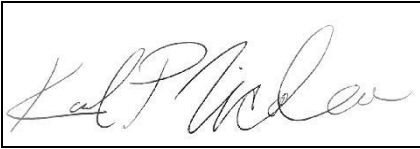
Appendix A

Personnel Certifications

Preparer Certification

I, Karl Nicoleau, state that:

- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified “occupational” under the FCC regulations.
- I am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation.
- I have been trained in on the procedures outlined in AT&T’s RF Exposure: Responsibilities, Procedures & Guidelines document (dated October 28, 2014) and on RF-EME modeling using RoofMaster™ modeling software.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.

A rectangular box containing a handwritten signature in cursive script, which appears to read "Karl Nicoleau".

Updated Report Preparer Certification

I, Jos Schorr, state that:

- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified “occupational” under the FCC regulations.
- I am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation.
- I have been trained in on the procedures outlined in AT&T’s RF Exposure: Responsibilities, Procedures & Guidelines document (dated October 28, 2014) and on RF-EME modeling using RoofMaster™ modeling software.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Jos Schorr" with a stylized, cursive script.

Reviewed and Approved by:



sealed 25mar2022

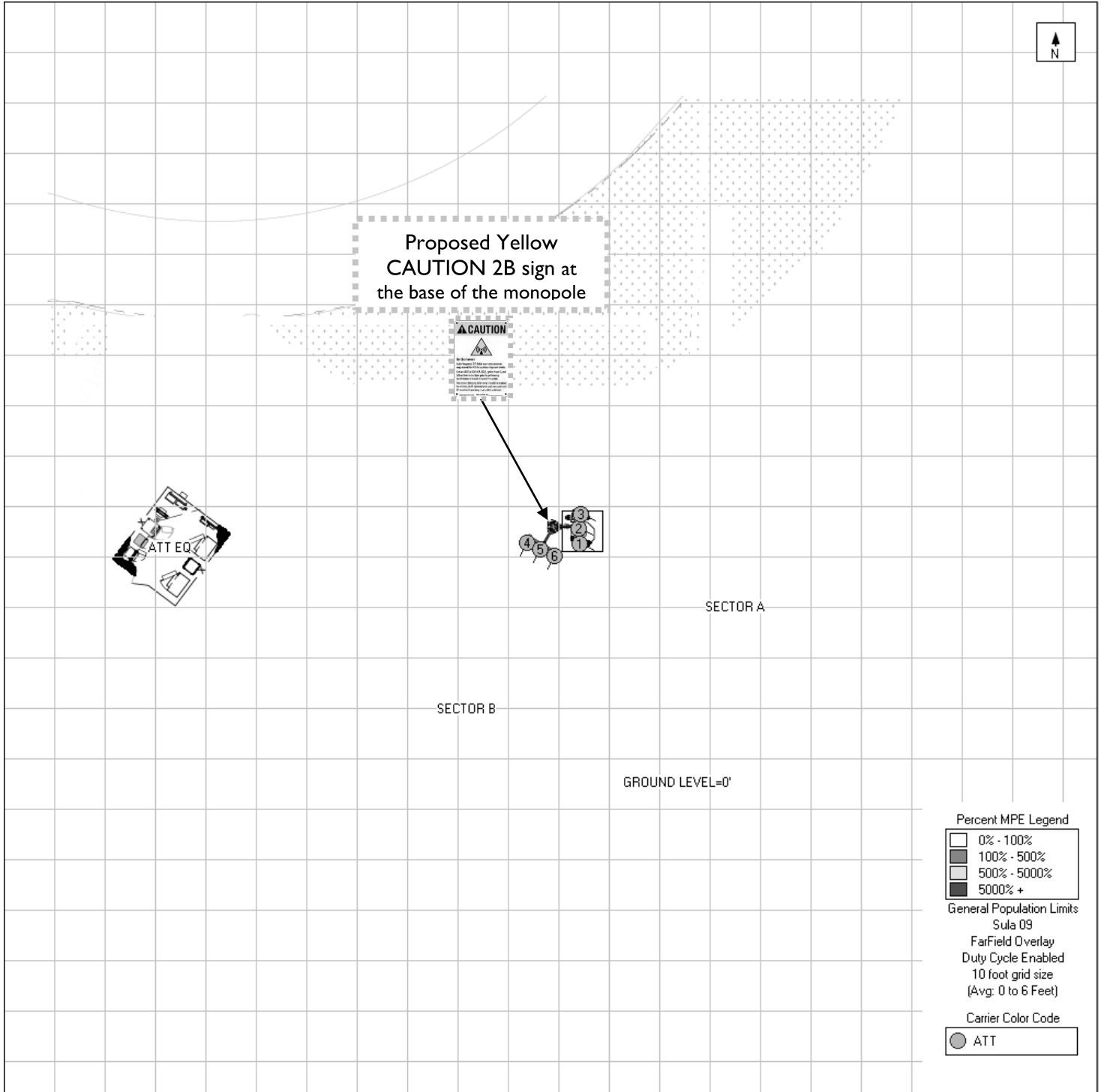
Michael McGuire
Electrical Engineer
mike@h2dc.com

Note that EBI's scope of work is limited to an evaluation of the Radio Frequency – Electromagnetic Energy (RF-EME) field generated by the antennas and broadcast equipment noted in this report. The engineering and design of the building and related structures, as well as the impact of the antennas and broadcast equipment on the structural integrity of the building, are specifically excluded from EBI's scope of work.

Appendix B

Compliance/Signage Plan

Ground Level Simulation



	Existing Sign
	Proposed Sign
	Installed Sign

SIGN IDENTIFICATION LEGEND			
	AT&T NOTICE 2 Sign		AT&T CAUTION 2 - Rooftop Sign
	AT&T WARNING 1B and 2A Signs		AT&T CAUTION 2B - Tower Sign
	AT&T NOTICE Small Cell Signs		AT&T CAUTION 2C - Parapet Sign
	AT&T CAUTION Small Cell Signs		AT&T TRILINGUAL NOTICE Sign



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 24, 2022

Subject: Report of Planning Commission Action Related to Zone Change ZC-09-21-015237 – Amendment to King Plaza Planned Development Zoning (PD 47)

Recommended Action

Accept this report of the Planning Commission action and Council Determination on Proposed Zone Change Amendments (PD 47).

Background

On October 4, 2022, the Planning Commission received the staff report and conducted a public hearing on a proposal by Tammy Ho to amend the text of Planned Development Zone 47 (PD-47) pertaining to King Plaza Shopping Center and approve a parking management plan and Declaration of Covenants, Conditions, and Restrictions (“CC and Rs”) for the center (see Attachment A – Planning Commission Staff Report). After receiving testimony from the applicant, legal counsel representing King Plaza Shopping Center, Classic Bowling Alley, and Manila Market, and approximately 25 members of the public, the Planning Commission voted 4-1 to table the proposed zoning amendment until the shopping center and bowling alley owners had resolved their legal dispute concerning this matter and a third-party parking consultant could complete a study.

Discussion

The California Government Code and Daly City Municipal Code govern the procedures for proposed zone changes (including PD amendments) at the recommendation of the Planning Commission. At the October 4, 2022 public hearing, the Planning Commission tabled the item. Pursuant to the Government Code, the planning commission is to render a recommendation to the planning commission to the City Council.

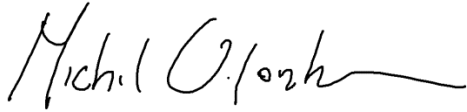
By way of this report to the City Council, the City Council is to consider further action on this matter. If the City Council would like to take further action it may seek further direction of the Planning Commission for a recommendation on the zoning amendment and/or accept the tabled action, or the City Council may consider action on the proposed Planned Devolvment Amendment with proper notice for a public hearing.

Summary/Conclusion

Staff recommends that the City Council accept this report of the Planning Commission action and seeks Council determination on further action on the matter.

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

Respectfully submitted,



Michael Van Lonkhuysen
Planning Manager



Tatum Mothershead
Director of Economic and Community
Development

Attachments

Attachment A – Planning Commission Staff Report



Daly City Planning Commission Agenda Report

333 - 90th Street ♦ Daly City ♦ California ♦ 94015 ♦ 650-991-8033

Meeting Date: October 4, 2022

Application: Zone Change ZC-09-21-015237
(Amendment to a Portion of Planned Development Zone #47)

Project Planner: Michael Van Lonkhuysen, Planning Manager

Project Location: 950 – 980 King Drive (APN 091-175-220)

Project Description: Amendment to the Parking Plan and Delivery Times
for Manila Market

Applicant/Property Owner: Tammy Ho
1534 Plaza Lane, Suite 326
Burlingame, CA 94010

Environmental Assessment: Exempt from CEQA per CEQA Guidelines Section 15061(b)(3) –
Review for Exemption

Applicable Daly City Municipal Code Sections: Chapter 17.28 – PD Planned Development District
Chapter 17.34 – Off-Street Parking and Loading

Site Information

Property Size	Existing Use	Proposed Use	General Plan Designation	Current Zoning
4.88 acres	Shopping Center	Shopping Center	Neighborhood Commercial	Planned Development (PD-47)

Area Information

Land Use	Zoning
North: Abandoned gas station/commercial	C-1/South San Francisco
South: Single-Family Homes	R-1 Single-Family Residential
West: Single-Family homes/Some Commercial	R-1 Single-Family Residential/C-1
East: Single-Family Homes	R-1 Single-Family Residential/R-2

Background

The applicant and owner of the King Plaza Shopping Center, Tammy Ho, is proposing to amend the text of Planned Development Zone 47 (PD-47) that contains the King Plaza Shopping Center (see Attachment A – Location Map). The proposal would effectively create an amended Planned Development zone for the King Plaza Shopping Center, i.e., Planned Development Zone 47A, and retain the Planned Development 47 text as it presently exists for the parcel containing Classic Bowling Center, which also exists in PD-47.

King Plaza Shopping Center was constructed in 1973. Classic Bowling Center was constructed on the same parcel 5.7-acre parcel in 1985. At the time, both were owned by a single property owner, DBP Investments and King Plaza Partners. In 1991, the property was rezoned from C-1 Light Commercial to PD-47, allowing construction of a small retail building on the presently-vacant parcel at the intersection of King Drive and Callan Boulevard, where a gasoline station previously existed. In 1997, the City Council approved an amendment to Planned Development 47 and approved Minor Subdivision MS97-1, creating a separate parcel for the bowling alley and some of the parking spaces serving it. In 2007, the King Plaza Shopping Center was sold to the applicant, while DBP investments continued ownership of the parcel containing Classic Bowling Center.

The amendments to the Planned Development zoning proposed by the applicant are summarized as follows and are shown in red-strike-out and underline in an attachment to this staff report (see Attachment B – Proposed Amendments to PD-47 Text):

1. Allowance of operable and inoperable vehicles to be parked on the site for more than 24 hours if permitted by the proposed Parking Management Plan.
2. Amendment to clarify that the Planning Division’s review pertains solely to compliance with the Parking Management Plan.
3. Clarification that “trucks” subject to delivery restrictions are those with six-axels or more. Semi-trucks with five axels, for example, would be excluded from the regulation. For clarity, staff has attached a graphic that depicts federal standards related to axel quantity and length for standard freight delivery trucks (Attachment C – Truck Axel Diagram and Weight Limits).
4. Amendment to the delivery hours of trucks with more than six-axels to be between 7:00 A.M and 1:00 P.M., seven days per week, with the provision for “occasional” deliveries after 1:00 P.M. Monday through Friday. The proposed amendment would allow the Planning Division to approve changes to the delivery hours, although the manner of doing so is unspecified.
5. Amendment to exclude the 62 parking spaces provided on the vacant lot located at the Callan Boulevard/King Drive intersection from required parking, effectively requiring that all 302 parking spaces be provided on the balance of the shopping center and bowling alley parcels.

6. Removal of the requirement for a monument sign at the corner of Callan Boulevard and King Drive.
7. Removal of the requirement that the King Plaza Shopping Center property and Classic Bowl property share a common set of CC and Rs related to the maintenance of each property (garbage disposal, litter removal, etc.).
8. Removal of the maximum square feet allowed on the King Plaza Shopping Center as approved by the City.

In addition to the Planned Development text amendments proposed, Janet Fogarty, the attorney representing the applicant, has requested that the Planning Commission and City Council act on the parking management plan “together with the requisite Declaration of Covenants, Conditions and Restrictions (“CC and Rs”)” developed by the applicant (see Attachment D – Letter from Law Offices of Janet Fogarty). The Planning Commission should be aware that letters from the attorneys representing Classic Bowling Center and the owners of Classic Bowling Center have also provided correspondence to the Planning Commission (see Attachment E – Letters from Mark Hudak and Steve DeVincenzi).

Zone Text Amendments

The applicant has proposed amending the text of existing Planned Development Zone 47 and has provided a strike out and underline of the specific ways she requests the text be amended. The Planning Division has provided a summary of each requested change and recommended action for each in underline:

Vehicles parked more than 24 hours. This amendment to the text would allow parking of operable or inoperable vehicles for more than 24 hours on Parcels A and A1 (shopping center parcels) if permitted by the proposed Parking Management Plan (PMP). The proposed PMP provides no such allowances aside from a sole delivery truck associated with Manila Market and therefore staff takes no issue with this amendment. Amendments to the PMP requested for Planning Division approval that request parking any vehicles for more than 24 hours aside from the Manila Market truck will likely not be approved to ensure parking space turnover. The Division has no intention of ever approving inoperable vehicle storage, as doing so could constitute a violation of the Daly City Municipal Code Section 8.16.030.

Lease review pertaining solely to PMP compliance. The amendment would clarify that the Planning Division’s review of individual leases within the shopping center pertains solely to compliance with the Parking Management Plan. Staff has no issue with this amendment but recommends that the center owner supply the Planning Division with a standard lease agreement instead of submitting every lease to the Division for review. All leases shall specifically require that all business owners and employees shall park in the 62-space parking lot at the northeast corner of Callan Boulevard and King Drive, and shall not park in any other location until this lot is full.

Clarification of what is a “truck”. This amendment clarifies that the restriction to “trucks” would only apply to those trucks with six axles or more, which are essentially larger tractor trailer trucks.

Staff has observed site operations, including on the smaller parcel adjacent to the intersection of Callan Boulevard/King Drive, and has not seen a truck with more than six axles ever present on the site. Therefore, it appears the applicant is attempting to remove the hour restriction that currently applies to truck deliveries on the site. Staff recommends that this amendment be rejected entirely.

Delivery hour amendment. The applicant has proposed amending truck delivery hours to be between 7:00 A.M and 1:00 P.M., seven days per week, with the provision for “occasional” deliveries after 1:00 P.M. Monday through Friday. The proposed amendment would allow the “Planning Department” to approve changes to the delivery hours, although the manner of doing so is unspecified. The current restriction is 8:00 A.M. to 7:00 P.M. seven days per week.

In consideration of this request, staff has observed field conditions at the shopping center and although staff has no issues with this amendment in concept, the permissible presence of any delivery vehicles on the shopping center property is recommended to be as follows:

1. Deliveries by *any vehicle including passenger cars* that *do not* occupy and block ingress or egress to any of the shopping center’s required parking spaces as identified in the Parking Management Plan may occur at any time.
2. Deliveries by *any vehicle including passenger cars* that *do* occupy any of the shopping center’s required parking spaces as identified in the Parking Management Plan may occur between 7:00 A.M and 1:00 P.M., seven days per week. However, these deliveries shall occur in the upper corner lot and shall not block ingress or egress to any parking space, nor shall any such vehicle block an access lane required by the Daly City Fire Department.
3. The applicant shall clearly stripe areas for truck parking during allowable delivery hours in a location and manner acceptable to the Planning Division. The striping shall be in a size and color legible to motorists entering and parking on the property, and shall clearly indicate that delivery parking is permissible within said zone between 7:00 A.M and 1:00 P.M, seven days per week. None of the striping shall enter the driveway dimension specified by the Zoning Ordinance.

With the amendments outlined above, staff recommends approval of the proposed delivery hours.

Exclusion of Callan/King Drive spaces from required parking. The applicant has proposed excluding the 62 parking spaces provided on the vacant lot located at Callan Boulevard/King Drive intersection from required parking, effectively requiring all 302 parking spaces be provided on the balance of the shopping center and bowling alley sites. Including parking at the Classic Bowling Center, the entire block (not including in-street parking spaces) on which the shopping center and bowling alley are situated provides 326 spaces. Since there is no physical space for the 62 parking spaces at the Callan Boulevard/King Drive to be replaced elsewhere on the block, it would be necessary for the PD-42 amendment to include a reduction in required parking from 302 spaces to 240 spaces, an amendment that would be unjustified given the lack of parking that already exists. Staff recommends that this amendment be rejected entirely.

Monument sign requirement removal. Staff believes that this requirement could have been related to community-entry sign which has since been installed at King Drive and Skyline Drive. It therefore appears that the sign was intended to be a public purpose sign and that installation could have been intended to be within the public right-of-way. Given limited public right-of-way at the property frontage and the community-entry sign that already exists at the King Drive and Skyline Drive intersection, staff has no issue with this amendment.

Common CC and Rs related to maintenance. Removal of the requirement that the King Plaza Shopping Center property and Classic Bowl property share a common set of CC and Rs related to the maintenance of each property (garbage disposal, litter removal, etc.). Staff has no issue with this amendment provided there is no misunderstanding that the amendment *only* relates to the maintenance responsibilities specified in the PD-47 zone language. Common CC and Rs will remain a requirement for the Parking Management Plan and staff reiterates that the PD-47 zone language for the Classic Bowling Center would remain unchanged if the requested Zone Change is approved.

Maximum square feet in shopping center. This amendment proposes the removal of the maximum square feet allowed on the King Plaza Shopping Center as approved by the City. The amendment is unnecessary and could be viewed as tacit approval to adding square feet at the shopping center. Staff recommends that this amendment be rejected entirely.

Parking Management Plan (PMP)

Parking in and around the King Plaza Shopping Center has been a long-standing issue with shopping center and bowling alley property owners, City staff, and Daly City residents who live near the center. In 1983, when the City Council approved the bowling alley, the City staff granted an “administrative parking variance” that allowed the center to provide 80 percent of the parking that would have normally been required for the shopping center and bowling alley as combined uses operating simultaneously. The shopping center and bowling alley, which together would have been required to provide 410 parking spaces according to previous calculations by City staff, now provide 326 spaces, including 62 spaces on the vacant parcel at the intersection of Callan Boulevard and King Drive.

Over the years, center occupancy has grown to include significantly more restaurant space than was likely contemplated at the time the parking variance was approved. Zoning Ordinance parking requirements for restaurants are more than half that required for regular retail and service uses, and observational studies conducted by the Institute of Transportation Engineers (ITE) support the Ordinance’s requirements. As a result of inadequate parking, neighboring residents, as a part of the 1997 hearing process to approve the minor subdivision that created the bowling alley parcel (Minor Subdivision MS97-1), expressed concerns about the general lack of parking and enforcement of disabled parking at the center.

To address concerns about parking, the City Council, upon approving Minor Subdivision MS97-1, also adopted revisions to PD-47 that included strengthening the provisions of a Parking Management Plan that had been required as part of the formation of PD-47 in 1991. These revisions had also sought to limit more intensive retail uses in the shopping center, but it is unclear whether the land use limitations were ever adopted.

Since the approval of Minor Subdivision MS97-1 and revisions to PD-47 related to it, it does not appear that the efforts embodied in the PD revisions have been implemented, most notably the requirement that the shopping center operate under an approved Parking Management Plan and that the plan be incorporated into recorded CC and R's and enforced through shopping center leases, also reviewed by the Planning Division. As referenced in the materials submitted to the Planning Commission by attorneys representing King Plaza Shopping Center and Classic Bowl, the two parties are now involved in litigation and mediation to solve, among other things, the issue of limited parking at peak times on the shopping center property.

To bring the property into better conformity with the PD-47 zoning, the applicant has submitted a Parking Management Plan to the City for approval, as required by the PD-47 zone text (see Attachment F – Draft Parking Management Plan). The PD-47 text appears to require City Council approval of the initial Parking Management Plan with amendment to the Plan authorized to Planning Division staff.

The Draft Parking Management Plan contains a text component and a graphic component that delineates time restrictions for all parking spaces on both the King Plaza Shopping Center and Classic Bowling Center properties. Because Classic Bowling Center is not a party to the application, the proposed time restrictions on the Center's parcel are thereby omitted from the proposal. The Plan includes parking spaces on the former service station site at the Callan Boulevard and King Drive intersection. The text component references this area as the "upper corner lot."

The graphic component generally organizes the proposed parking limits as shown on the next page. According to the proposal, approximately half the spaces would be time-restricted of durations generally between one and two hours (there are three parallel spaces that would be restricted to 20 minutes in front of Ling Nam/Star Bread). Most spaces would have no time limit. None of the spaces are in the public right of way, which provides roughly 32 spaces in Shipley Avenue, eight spaces in King Drive, 20 spaces in Callan Boulevard, and 16 spaces in Warwick Street, for a total of 76 public parking spaces in adjacent street that do not appear to be time restricted aside from street cleaning on Thursdays.

As outlined in the Draft Parking Management Plan text, the proposed hour limitations would apply seven days per week and be enforced by a towing program. It is not clear how automobiles would be monitored for time compliance once they arrive at the shopping center. According to the draft plan, the applicant proposes that nine spaces be reserved for loading and unloading in the upper corner lot and that Manila Market be allowed to park a delivery truck continually in this lot. The draft plan also requires that the owners of the Classic Bowling Center notify the King Plaza Shopping Center owner if the bowling center is to host a "large scale evening event" and that the shopping center owner may require the bowling center "provide, at the expense of said business, for valet, or require bus, vanpool, or carpool arrangements for their customers." The draft plan furthermore stipulates that all shopping center tenants must require that employees park in the upper corner lot or in the public street.

King Plaza Shopping Center - Draft Parking Management Program

Zone	Proposed Restriction	Number of Spaces	%	General Description
ADA	No Limit	8	2%	Accessible parking spaces In various Locations
A, B, and C	One-Hour Limit	54	17%	Parking immediately adjacent to shopping center store fronts and Manila Market
D	Two-Hour Limit	93	29%	Parking field north of Manila Market near Warwick Street
E	No Limit	159	49%	Parking field between "L" Building and Classic Bowling Center, spaces immediately adjacent to Classic Bowling Center west entrance and on Classic Bowling Center property, and the majority (51 of 62) spaces on upper corner lot
F	20 Minute Limit	3	1%	Parallel spaces adjacent to Ling Nam/Star Bread - 980 King Dr.
"Loading Zone"	No Limit	9	3%	Area designated "Loading Zone" in upper corner lot
Total		326	100%	

In consideration of the Draft Parking Management Plan proposed by the applicant, staff has analyzed the applicant's proposal and has visited the site numerous times during varying hours of the weekday and weekend, and makes the following observations:

1. The Draft Parking Management Plan proposed by the applicant provides that more than half the parking spaces on the shopping center property would remain unrestricted as to time and that 80 percent of spaces would either have no time limit or would be limited to two hours.
2. All the parking spaces immediately surrounding the Classic Bowling Center property line, including 32 spaces in Shipley Avenue and eight spaces in King Drive, are not proposed for time restriction.
3. Most of the persons patronizing restaurants and businesses at King Plaza Shopping Center, including Manila Market, and the Classic Bowling Center, are present for less than two hours, representing an acceptable turnover of parking spaces. There are a limited number of automobiles that are stationary on the shopping center's main lots for longer than one hour and longer than two-hours.
4. The upper corner lot is underutilized and often nearly vacant, in the morning hours especially. In the morning the lot is occupied by larger delivery vehicles, which are sometime numerous (three to five) in quantity.
5. Based on the preceding two observations, staff believes that employees of both the shopping center and bowling center are not using upper corner parking lot because they

have not been directed to do so. Employee parking is therefore occurring on the shopping center site or in the adjacent streets.

6. Street parking surrounding the shopping center remains fairly abundant during morning and early afternoon, but becomes scarcer in the late afternoon, evening, and weekend.

Staff feels that the concept of parking space time limits is a reasonable exercise of the City's police power given the circumstances that surround the subject property (parking reduction) and historical impact of the shopping center and bowling alley to neighborhood residents of Daly City. The parking reduction granted to allow the bowling alley construction could not have contemplated the proliferation of uses that exist at King Plaza Shopping Center today, nor the attractiveness of Classic Bowling Center as a semi-regional destination for bowlers. Furthermore, staff feels that King Plaza Shopping Center and Classic Bowling Center operate in symbiosis, with the center's tenants patronizing the bowling center and vice versa. For these reasons, staff recommends that the Planning Commission forward to the City Council a recommendation of approval of the Parking Management Plan with the following exceptions:

1. All shopping center leases entered and renewed after the adoption of the PD-47 amendments shall stipulate that all employees of the business subject to the lease will be informed that their employees are to park in the upper corner lot adjacent to Callan Boulevard and King Drive. Only if this lot is full shall employees use the public right-of-way for parking. Employees not adhering to this requirement shall be a party to a lease violation.
2. None of the time restrictions identified in the Parking Management Plan shall apply after 7:00 P.M., the time Manila Market currently closes seven days per week. Should the market's closure hours be amended to occur prior to or expand past 7:00 P.M., and the new closure hour is to occur seven days per week, the shopping center owner shall be authorized to change the time restriction to end at that new closure hour. Staff recommends that gates be installed at the driveway entrances in coordination with the Daly City Fire Department to prevent overnight parking at the center by non-patrons.
3. The paragraph in the Draft Parking Management Plan concerning "Large Scale Evening Event" shall be stricken completely. Staff feels that the time restrictions set forth in the Parking Management Plan should be sufficient to address large-scale events. Furthermore, the enforceability of the provision as written appears infeasible and would ideally and ultimately lie with the City of Daly City, which has limited resources to conduct field observations to ascertain compliance. Valet parking on the site would need to block fire access lanes and would not be permitted.
4. The following text shall be added to the Draft Parking Management Plan: "The Declarant shall install and maintain striping in areas for truck parking during allowable delivery hours in a location and manner acceptable to the Planning Division. The striping shall be in a size and color legible to motorists entering and parking on the property, and shall clearly indicate that delivery parking is permissible within said zone between 7:00 A.M and 1:00 P.M, seven days per week. None of the striping shall enter the driveway dimension required by the Daly City Zoning Ordinance."

Declaration of Covenants, Conditions and Restrictions (CC and R's)

As indicated in the correspondence from Janet Fogarty, the applicant is requesting that the Planning Commission consider and approve CC and R's ostensibly related to both the shopping center and bowling alley parcels (see Attachment G – Draft CC and R's). Regarding this request, the Planning Division is not requesting the Planning Commission act on or recommend that the City Council act on this document, simply because the Planning Commission is authorized by State law to act solely on land use matters. e.g., the proposed zone text amendment, use permits, etc. The CC and R's, while referenced from time to time, in for example Conditions of Approval, are not within the jurisdiction of the Planning Commission. While the applicant request is specifically related to the parking management plan, which is more closely related to the Planning Commission jurisdiction, staff is recommending the Planning Commission disregard the request for approval of the CC and R's and instead adhere to the normal review and approval procedure for CC and R's, which is through the City Attorney's office.

General Plan and Zoning Consistency

The General Plan designation for the project site is C-N (Neighborhood Commercial). The proposed amendments are consistent with the operation of a retail shopping center and are therefore consistent with the existing General Plan designation.

Environmental Assessment

Staff has found the proposed text amendments are exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) – Review for Exemption. Staff does not believe the proposed amendments have any possibility to have an impact to the environment as the amendments relate primary to truck delivery hours.

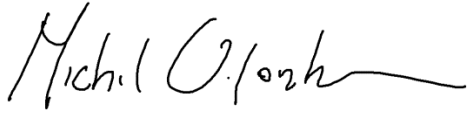
STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following actions:

1. Adopt the Findings as outlined herein;
2. Find that the proposal is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) – Review for Exemption; and
3. Recommend that the City Council approve Zone Change ZC-09-21-015237.

Staff is available to provide any additional information desired by the Planning Commissioners.

Respectfully submitted,



Michael Van Lonkhuysen
Planning Manager



Tatum Mothershead
Director of Economic and Community
Development

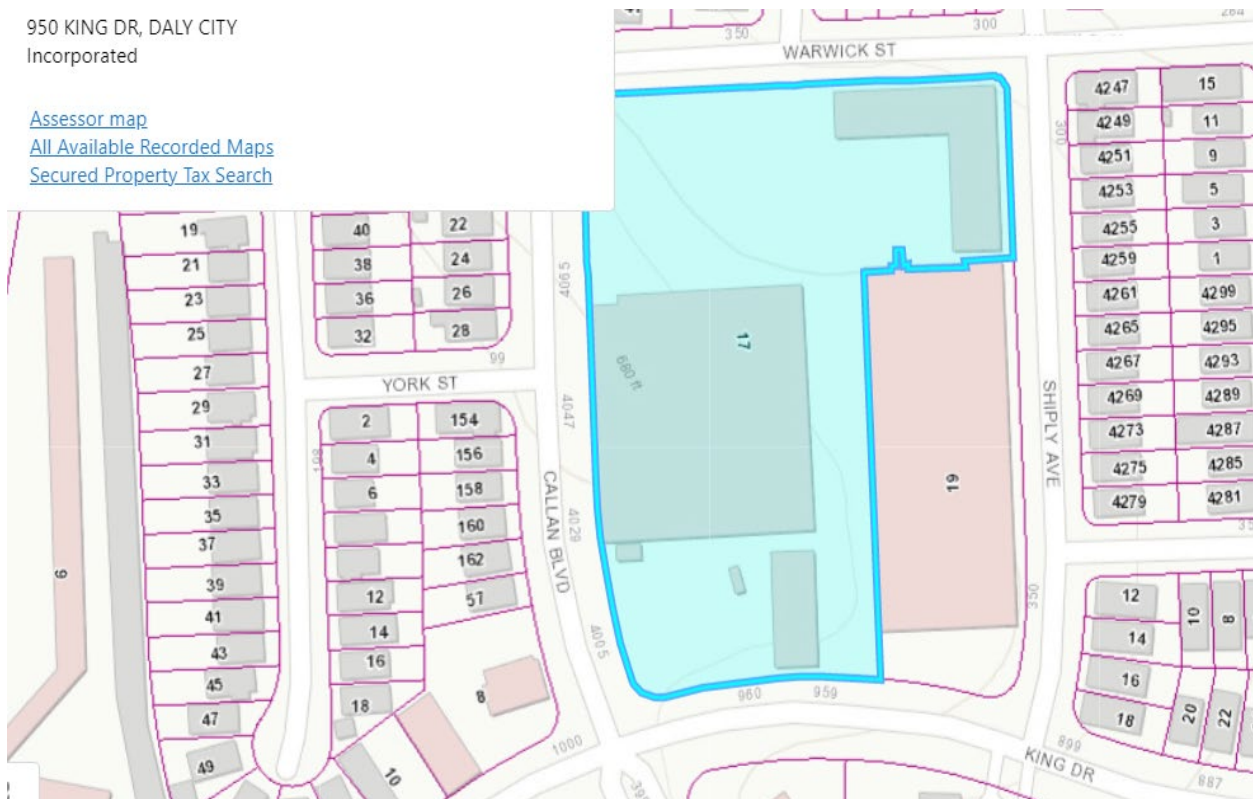
Attachments

- Attachment A – Location Map
- Attachment B – Proposed Amendments to PD-47 Text
- Attachment C – Truck Axel Diagram and Weight Limits
- Attachment D – Letter from Law Offices of Janet Fogarty
- Attachment E – Letters from Mark Hudak and Steve DeVincenzi
- Attachment F – Draft Parking Management Plan
- Attachment G – Draft CC and R's

950 KING DR, DALY CITY
Incorporated

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PLANNED DEVELOPMENT STANDARDS

PD-47: King Plaza Shopping center

The purpose and intent of these Planned Development Standards is to modify the previously established standards of the PD-47 zone at King Plaza.

I. PERMITTED USES

The Planned Development Standards for PD-47 have been divided into applicable standards for three separate parcels. Parcel “A” is comprised of all shopping center property not including the bowling center property. Parcel “A-1” will refer to the corner lot at Callan and King Drive specifically. Parcel “B” refers to the bowling center property (See Attachment A – Planned Development Parcels).

A. The following uses shall be permitted:

1. Parcels A, A-1 and B

- Art Studio
- Bakery (retail)
- Bank
- Barber or Beauty shop
- Book or stationary store
- Business office
- Candy store
- Clothing or Department store
- Coffee shop (excluding restaurant-style coffee shop)
- Drugstore
- Retail electrical and household appliance sales and services
- Florist
- Gift shop
- One grocery store
- Hardware store
- Ice cream store
- Laundry or cleaning agency (retail)
- Instruction studio (dance or martial arts)
- Jewelry store
- Liquor store
- Medical/Dental clinic
- Pet food store
- Professional office
- Photographic studio
- Restaurant (excluding drive-through)
- Shoe repair
- Sporting goods

Tailor shop
Trade or business school
Toy Store
Travel agent
Variety store
Video rental

B. The following uses shall be permitted with a Use Permit in the PD-47 zone:

1. Parcels A, A-1 and B

Accessory buildings or use
Animal kennel
Bar or Cocktail lounge
Bowling Alley
Garden supply
One health and fitness club (limited to 10,66 sq. ft. in the retail building on the west of the site, in the bowling alley building or on the corner lot at Callan and King Drive)
Motor vehicle parts supply
Outdoor sales
Pet shop
Businesses whose principal use is for the operation of amusement devices
Veterinary hospital or office

- C. When a use is not specifically listed, it shall be assumed that when the unlisted use is similar to nor more objectionable than a permitted use, such use shall be permitted in the district to the same requirements of the most similarly listed use.

II. DEVELOPMENT STANDARDS

A. Parking and Circulation

1. Parcels A, A-1 and B

- a. The property owners shall comply with and enforce a Parking Management Plan approved by the City. The Parking Management Plan shall be an appendix to and recorded as part of the Shopping Center CC&Rs. Changes to the Parking Management Plan shall be subject to approval by the Planning Division. The Parking Management Plan shall include the following:
- b. No operable or inoperable vehicles shall be stored at the site for more than 24 hours. This requirement does not apply to Parcels A & A-1 if specifically permitted in the Parking Management Plan.

- c. No vehicles or trailers shall be advertised for sale or rent on the site and no vehicle sales, leasing or rentals shall be conducted at the site.
- d. Employee parking spaces shall be designated in the plan.
- e. Measures to manage the parking during the evening peak hours. The plan may include such measures as valet parking, incentives to carpooling and disincentives to parking in the residential streets behind the center.
- f. Lease documents of existing and future tenants shall incorporate compliance with the Parking Management Plan as a requirement of the lease. The general form of Lease documents shall be submitted to the Planning Division for approval to confirm the leases include a requirement for compliance with the Parking Management Plan.
- g. A provision to allow shared parking for patrons of all uses in Parcel A, Parcel A-1 and B.
- h. The precise plan shall show all required dimensions on back-up distance, fire access drives and parking stalls including compact and handicap spaces. The plan shall indicate how the compact spaces shall be marked on the site.
- i. The shopping center management shall formulate and implement a program to control and lessen employee parking on the site. The Planning Division shall approve this program.
- j. Applicant will post signs, impose conditions upon tenant, and make ~~every best~~ efforts to restrict ~~truck~~ deliveries (defined as trucks with 6 axles or more) to the supermarket ~~from parking in the customer parking lot by large semi-trucks, refrigerated trucks, or trucks larger than a four wheel delivery van to be~~ between the hours of ~~8~~7:00 a.m. and ~~7~~1:00 p.m. seven days per week. ~~Small delivery vehicles may make such deliveries.~~ Occasional truck deliveries after 1:00 p.m. Monday through Friday shall not be construed as a violation of these standards. Any changes to delivery days or times shall require approval of the Planning Department. Notwithstanding the restrictions on delivery times for trucks set forth herein, such delivery time restrictions shall be suspended during a time of emergency as may be declared by any governmental agency having jurisdiction.
- k. The total number of on-site parking spaces required for the King Plaza Shopping Center (Parcel A, Parcel A-1, and B) is 302, ~~not~~ including the corner lot at Callan and King Drive.

2. Parcel A

- a. The precise plan shall be configured to allow for wider parking spaces in front of the supermarket.

3. Parcel A-1

- a. The corner lot of Callan and King Drive shall be improved with resurfacing, restriping, and landscaping ~~and a monument sign~~.
- b. All parking spaces for new construction at the corner lot at Callan and King Drive must conform to regular size parking stall dimensions of the Zoning Ordinance. Total parking for new development on Parcel A-1 shall include the number of existing spaces in addition to spaces required by the Zoning Ordinance. All aisle widths must be at least 26 feet in width and turning radiuses must conform to minimum Fire Department and City Zoning Ordinance requirements.
- c. The parking lot shall conform to plans approved as part of the precise plans and shall be maintained in accordance with city standards.

B. Signage

1. Parcels A, A-1 and B

- a. A Master Sign Program shall be submitted and approved by a Design Review Committee. Changes to the Master Sign Program shall be submitted to the Design Review Committee for approval, except that minor changes can be approved administratively by the Planning Division.
- b. Wall sign and ground sign area, height and number shall comply with approved designs described in the adopted Master Sign Program. Existing tenant signs shall be allowed to remain and changes in copy shall not require compliance with the master sign program. However, other types of changes include relocation shall require that the new sign be in conformance with the program.
- c. Signs shall otherwise comply with the requirements of Section 17.32 Signs of the Daly City Zoning Ordinance, except as conditioned herein or as modified by the approved Master Sign Program.

C. Landscaping

1. Parcels A, A-1 and B

- a. Landscaping shall be installed in accordance with approved plans and maintained in a neat, clean and healthful condition.

D. Architecture/Site Design

1. Parcels A, A-1 and B

- a. Architectural design of all structures and facades, all materials and colors, and all landscaping all comply with plans approved by a Design Review Committee.
- b. Once approved, any major architectural modification shall be subject to approval by a Design Review Committee, except that minor changes may be approved administratively by the Planning Division.
- c. All roof equipment shall be screened from view from the surrounding streets.
- d. The Planning Division shall approve the design and location of all trash or storage enclosures and other proposed fencing or walls.

E. Maintenance

1. Parcels A, A-1 and B

- a. Each of The property owners shall prepare CC&Rs for review by the City Attorney, each as to their/its own parcels, as ~~which-to~~ incorporation of the following standards:
- b. The shopping center shall be maintained in a neat, safe, and healthful condition.
- c. A garbage disposal plan approved by the Planning Division and the Streets Division shall specify that:
- d. All trash shall be confined in approved receptacles and enclosures.
- e. All unenclosed materials, equipment and/or supplies of any kind shall be maintained within approved enclosure areas. Any stacked or stores items shall not exceed the height of the enclosure.

- f. All trash and storage enclosures shall be properly maintained in accordance with approved plans.

g. The applicant shall prepare an agreement to implement a daily littler cleanup plan for all open areas, planters and public sidewalks adjacent to the shopping center. All waste materials generated by the market, such as cardboard boxes, skids, garbage, litter, etc., must be stores in the enclosure for disposal. No waste material shall be visible at anytime. The enclosure shall be designed to conceal the contents. The enclosure should be kept clean and free of odor at all times.

g.

F. Lighting

1. Parcels A, A-1 and B

- a. All exterior lighting shall be in accordance with precise plans and shall be adequately maintained according to approved standards.

G. Building Area Limitation

1. Parcel A

- a. There shall be no additional square footage allowed on Parcel A except as may be approved by the City of Daly City. ~~in the shopping center beyond the existing 57,890 square feet (excluding the bowling center property and the corner lot at Callan and King Drive).~~

H. Required Plans

1. Parcel A-1

- a. Any proposed development on the corner lot at Callan and King Drive shall be by the amendment procedures of Daly City Municipal Code Section 17.28.010(I).
- b. The precise plan for this planned development shall also identify:
 - 1. Ingress/egress and easement rights for all public utilities, city water mains, sanitary sewer mains and other service facilities located across the proposed subdivision lines.

2. Location of all existing buildings and structures and their off-set distances from the proposed property lines.

I. Easements

1. Parcel B

- a. A twenty-foot no-build easement shall be recorded around the bowling center building and reflected in the precise plan.

II. GENERAL

A. Parcels A, A-1 and B

1. All site improvements shall conform to plans approved as part of the Precise Plans. Any major site modifications shall require an amendment of the PD approval and shall be subject to approval by the Planning Commission and City Council except that the Planning division may approve minor changes.
2. Individual buildings shall not be sold separately, or if the sale of any building is anticipated, all requirements of the Subdivision Ordinance in effect at the time of the sale shall be complied with in full prior to such sales.
3. The property owners of the shopping center shall seek to provide a balanced mix of uses with compatible peak hours and parking needs.

Warwick Street

Shipley Avenue

950 KING DR.

JEAN'S AVANTAGE	109	117	121	123	125
VALENTI					
BARNEY					
STRAWBERRY VIDEO	101				
103					
105					
107					
109					
111					
113					
115					
117					
119					
121					
123					
125					

Parcel B

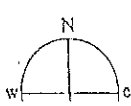
Parcel A

Parcel A-1

KING DRIVE

110 OFFER'S HAIR CUTS PIZZA CLEANERS
104
102
100
112
114
MANILA ORIENTAL MARKET
POW K HOUSE TYM
99N1 KONG RESTAURANT
SHIN

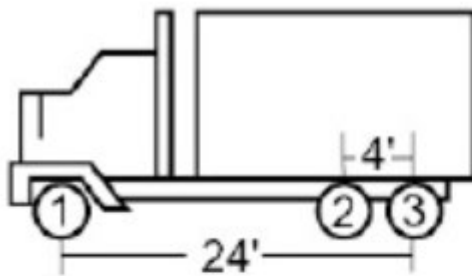
DENTAL OFFICE 5
DENTAL OFFICE 3
DENTAL OFFICE 4



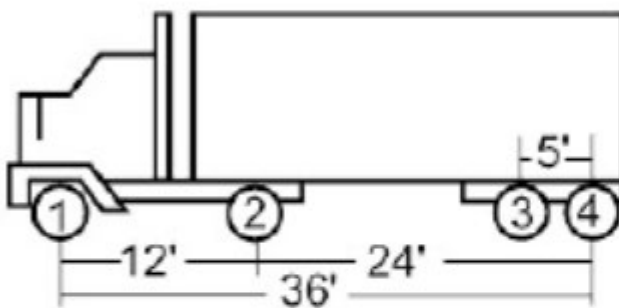
Attachment A
Planned Development Parcel

**Vehicle
or Combinations**

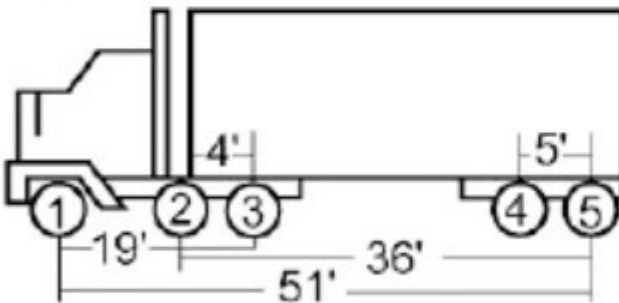
**Maximum Weight,
Pounds**



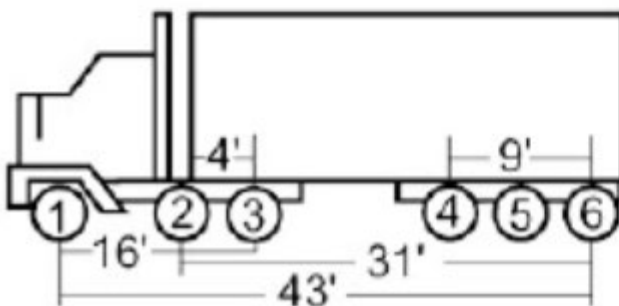
Axle 1	20,000
Axles 2,3	34,000
Axles 1,2,3	54,000



Axle 1	20,000
Axle 2	20,000
Axles 3,4	34,000
Axles 1,2	40,000
Axles 2,3,4	54,000
Axles 1,2,3,4	66,000



Axle 1	20,000
Axles 2,3	34,000
Axles 4,5	34,000
Axles 1,2,3	50,000
Axles 2,3,4,5	68,000
Axles 1,2,3,4,5	80,000



Axle 1	20,000
Axles 2,3	34,000
Axles 4,5,6	42,500
Axles 1,2,3	48,000
Axles 2,3,4,5,6	67,500
Axles 1,2,3,4,5,6	80,000

LAW OFFICE OF JANET FOGARTY

**P.O. Box 1579
Millbrae, CA 94030**

Telephone 650-652-5601

Facsimile 650-652-5604

jfogartylawfirm@yahoo.com

VIA ELECTRONIC MAIL

August 29, 2022

Planning Commissioners
Daly City Planning Commission
C/o Michael Van Lonkhuysen
City of Daly City

RE: King Plaza Center Application For Approval of Parking Plan, CC&Rs, and Zoning Text Amendment

Dear Commissioners:

This letter addresses an application for Planning Commission approval of two matters: 1) To approve a Parking Management Plan for King Plaza Center together with requisite Covenants, Conditions, and Restrictions (“CC&Rs”); 2) To amend the Delivery Times for Manila Oriental Market, which were incorporated as Conditions of Approval in the 1998 Zoning Ordinance described as PD-47. The applicant, King Plaza Center, LLC, is the owner of the King Plaza Shopping Center.

The applicant has submitted to the Planning Department a proposed Parking Plan for the King Plaza Center and proposed CC&Rs, from the owners, King Plaza Center, LLC. This Parking Plan covers the real property owned solely by King Plaza Center, LLC, but does not contain the property adjacent to that property owned by King Plaza Center. The property adjacent to King Plaza Center is owned by a partnership (DBP) and leased by them to Classic Bowl. DBP once owned the entire property with other partners but sold off the portion on which King Plaza Shopping Center is located several decades ago to an owner who since sold the King Plaza Center to the present owner. DBP and Classic Bowl assert that their business and invitees have an unfettered right to park at King Plaza Center pursuant to a purported easement. The “easement”

in question states on its face that it is effective only after recording it. The “easement” was never recorded, so King Plaza Center contends it was never effective, but even if it were, it does not give the right to DBP or Classic Bowl to allow their customers to use any and all parking spaces on the neighbor’s property in King Plaza Center for as long as they like to the detriment of all the businesses that operate in King Plaza Center.

The Planning Commission and the City are not asked to render any decision about the dispute between DBP and Classic Bowl with King Plaza Center, however the Planning Commission and the City are asked to act on a submission of a Parking Plan with CC&Rs and Zoning Code Amendment which is intended to bring King Plaza Center into compliance with the City’s Zoning Code.

King Plaza Center offers the Parking Plan with CC&Rs, and Zoning Code Amendment with the intent to make fair and equitable use of the King Plaza Center for all its users, and to ensure that the residential neighbors of this regional shopping center will be also treated in a fair and reasonable way so that employees and customers of the businesses in the center will not park in the surrounding residential areas.

Discussion

Item 1: Parking Plan and CC&Rs

When this shopping center was converted to a Planned Development, and the Classic Bowl building and use permit were approved, certain requirements were imposed. The applicant was told to submit Covenants, Conditions and Restrictions to govern maintenance and use of the shopping center parking lot and a parking management plan, both of which must be approved by the City before taking effect. There is no record of approval by the City of either CC&Rs or a parking management plan. According to the Ordinance cited as PD-47, Development Standards A, Parking and Circulation, the property owners are to comply with and enforce a Parking Management Plan, with certain designated standards, which Plan is subject to the approval by the City. Therefore, King Plaza Center offers this Parking Management Plan and CC&Rs to bring King Plaza Center into compliance with this requirement.

In 1998 the City approved the Planned Development for King Plaza Center based upon assumptions about the number of spaces available, and based on the utilization of the on-street parking surrounding the Center as additional parking spaces to qualify for the count of available spaces. The City required that the owners re-stripe all of the adjacent on-street parking, changing the spaces to angled parking from parallel parking, in order to increase the number of spaces to 80 on-street spaces. The City also granted a 20% parking variance to Classic Bowl since it did not meet parking requirements at that time. This 20% parking variance has added to the parking

conflicts over time because the conditional use permit was granted to Classic Bowl for a 60 lane bowling alley without sufficient parking.

Over time conditions have changed. The Shopping Center and the Bowling Alley have become more successful. Other bowling alleys have closed and this Classic Bowl has become a regional draw where before it was a local neighborhood recreation center. The Manila Oriental Market, the anchor tenant for King Plaza Center, is an essential business because this Market provides Asian groceries to the surrounding residents. Now parking in the shopping center has become congested, and there are conflicts in the parking needs, especially on holidays and weekends when demand for the uses in the Center and at the Bowling Alley are greatest.

In order to provide sufficient shared parking for all uses at the site as provided in Ordinance 1255 at A.1.f., the parking plan needs to make intelligent use of available parking. After consultation with parking experts, the attached proposal makes use of time-tested means of encouraging turnover by means of time limited parking for some of the spaces, as is done elsewhere in Daly City, including on Daly City streets with commercial uses.

The details are spelled out in the CC&Rs and proposed Parking Management Plan. The Proposed Parking Management Plan proposes a mix of time limits that would accommodate all of the uses of the Shopping Center and the Bowling Alley, in a fair and equitable way, and which would be easily understood by the customers and by the employees. Employee parking would be accommodated in the upper lot on-site.

Item 2: Delivery Times For Manila Oriental Market

In the original PD-47 (in Ordinance 1255 adopted in 1998) Conditions of Approval Item 7C, Delivery Times for Manila Oriental Market were to be limited to **before 8 AM or after 7PM**, 7 days per week. Under protest from the then-owner of the shopping center, a City Council committee worked out a compromise as to the delivery times because the owner of Manila Market found them impossible to live with. Deliveries to this specialty Asian market come at times when employees are on site to take delivery and when delivery services are willing to make delivery of these specialty items. Requiring only late night deliveries requires large delivery trucks arriving and leaving this residential neighborhood after 11:00 PM, which would be bound to disturb the residential neighborhood that surrounds this neighborhood shopping center.

Upon concurrence by Planning staff with the Council committee the times for delivery were changed and the change was conveyed to the owner in a 1999 letter from the City Planner of Daly City, specifically to change the allowable times for delivery to Manila Market to allow deliveries from 7:00 AM to 11:00 AM in the mornings every day. In reliance on that letter from

Daly City, since 1999 deliveries to Manila Market have been made between the hours of 7:00 AM and 11:00 AM daily. Signage for these times were approved by the City Planner with a copy sent to City Council.

Notwithstanding this direction from the City Planner, and despite 20 years of complying with the direction in the 1999 letter from the City Planner, in 2017 the owners received a letter from the City Attorney declaring that this change in delivery times was in violation of the original conditions of approval, and threatened to turn the matter over to Code Enforcement if not changed back to the original conditions of approval.

Although the City Attorney had apparently decided not to enforce this perceived violation, and has since rescinded the letter, she has brought to the owner's attention that the Ordinance 1255 should be amended to reflect current usage. Therefore, the owner of Manila Market has asked that the times for delivery be extended to be from 7:00 AM to 1:00 PM in order to accommodate the increase in deliveries to the Manila Oriental Market because of its present popularity in Daly City as one of only a few markets on the Peninsula specializing in Asian foods. As an essential business during COVID, it was critical for Manila Oriental to receive the necessary deliveries in provide these groceries to the residents. It should be noted that deliveries are made at the back of the building in the under-utilized upper lot.

Summary

The City, we are sure, shares the opinion of owner of the King Plaza Center and all of the businesses that share its parking, that we want all of the businesses to prosper and be successful. When there is not enough parking to accommodate all of the businesses, it causes conflicts among the employees and customers of those businesses, and causes conflicts with the neighbors from overflow parking and blocked traffic circulation as drivers go around the residential neighborhood looking for the elusive parking space they need. The parking conflicts are harming that success because without sufficient parking the businesses will suffer as customers go elsewhere when they find no parking available at the Center.

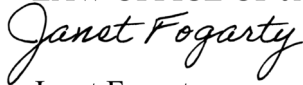
The proposed Parking Management Plan and CC&Rs attempt to use generally accepted parking management and time-tested parking time limits in order to better manage the parking for all users, as is done elsewhere in Daly City with time limited parking. Further, it directs employees to park in the upper lot instead of parking in customer spaces. It provides time limits for about 50% of the spaces, leaving 50% of the spaces without time limits. The time limits apply to anyone using the shopping center parking, whether they are coming for groceries, for dining at one of the restaurants, or for bowling. All users are treated in the same manner, without distinction.

Amending Ordinance 1255 to allow for delivery times of goods to Manila Oriental Market to expand to 7 AM to 1 PM will allow Manila Oriental Market to better serve its clientele with specialty Asian foods during times when those delivery companies make such deliveries, and

when employees are on site to take delivery and move it into the market. By having daytime deliveries it also reduces the impact to the residential neighborhood so that heavy truck traffic and unloading and hauling does not occur after 11 PM when most residential neighbors are trying to sleep.

Thank you for your assistance in resolving these matters. If further information is needed, please let us know.

Sincerely,
LAW OFFICE OF JANET FOGARTY

A handwritten signature in cursive script that reads "Janet Fogarty".

Janet Fogarty

CC: Rose Zimmerman
Tatum Mothershead

Mark Hudak
John Fitzgerald
Steven B. Piser
James Barrett
Steven McLellan
King Plaza Center, LLC

**LAW OFFICES OF
MARK D. HUDAK**

177 Bovet Road, Suite 600
San Mateo, CA 94402

(650) 638-2390
Mark@mhudaklaw.com

August 29, 2022

By Hand

Planning Commission
City of Daly City
333 90th Street
Daly City, CA 94015-1895

Re: Classic Bowling Center/King Plaza Shopping Center

Dear Commissioners:

My office represents DBP, a California general partnership. DBP owns the property that is leased to the Classic Bowling Center. This letter and its attachments set forth DBP's comments, objections, and recommendations regarding the proposed Parking Management Plan and the Conditions, Covenants & Restraints ("CC&Rs") submitted by the owners of the King Plaza Shopping Center (the "King Plaza Owners").

The Bowling Center parcel and the two shopping center parcels¹ have a long history, which we detail in Exhibit A. As you will see, the three parcels are required to share parking. When the Bowling Center was approved and built, parking for the combined recreational, retail, services, and food uses was adequate. In order to ensure that equilibrium would be maintained, the owners of the shopping center had to meet certain requirements established by the City Council. These included bringing in a balanced mix of tenants with compatible peak hours and parking needs, implementing a program to control and lessen employee parking, and submitting leasing documents to City staff for review. These requirements are set forth in the 1998 Planned Development Standards included with Exhibit A.

These Development Standards have not been met. Over the last ten-plus years, there has been a steady transition from a mix of uses in the shopping center to predominantly food uses, now about 80% of the shopping center's rentable area. These food uses have more employees, customers, and deliveries than other types of businesses and their peak hours tend to come at the same time, creating a parking crisis for everyone. Why haven't the Development Standards been enforced?

The King Plaza Owners have brought forward a parking plan and CC&Rs that are not consistent with the Development Standards. They would have the potential to put the Bowling Center out

¹ The King Plaza Shopping Center is located on two separate legal parcels but operates as one unit.

of business. The most objectionable points are:

- One-hour and two-hour parking limit for many spaces near the Bowling Center, which is not adequate for patrons of the Bowling Center.
- Converting the use of spaces on the shopping center parcels to a mere license, which the King Plaza Owners could terminate and bar Bowling Center patrons from using the spaces.
- An annual fee starting at \$96,000 for use of the spaces on the shopping center parcels, when the use of those spaces is guaranteed by the Zoning Code and Development Standards.

A detailed discussion of DBP's objections is found at Exhibit B, including the professional observations of a parking engineer and a consultant on bowling operations. What professional engineering data and opinions support the proposal from the King Plaza Owners?

Fundamentally, the proposed parking plan does nothing to increase supply or decrease demand. Instead, the creation of one-hour and two-hour spaces will drive employees to park in the untimed spaces, leaving an inadequate supply for bowlers. The proposed plan would further exacerbate the problems caused by the failure of the King Plaza Owners to follow the Development Standards for PD-47.

There is an additional factor to consider. In order to obtain City approval to divide ownership of the shopping center parcels from the bowling center parcel, the owners at the time entered into a reciprocal easement agreement. The agreement was signed and notarized but was not recorded at the time due to an error by the title company. This came to light when the shopping center was being sold to the Ho family in 2007, but they signed a statement acknowledging the easement and are bound by it. The reciprocal easement guarantees equal, shared use of all spaces on the three parcels, without fees. The City should not be approving a zoning amendment that is contrary to the private rights established by the easement. These issues are addressed in Exhibit C.

Although the parking problems were brought on by the failure of the King Plaza Owners to follow the Development Standards, all tenants at the properties are suffering and something should be done. But that "something" should not make the situation worse. The City needs to ensure that any proposed parking plan or modifications to the Development Standards are effective and equitable. Any modifications should be supported by professional advice and not penalize the Bowling Center and its patrons, who have not caused the problem.

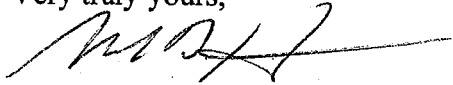
Going forward, the City should retain an independent parking consultant (at the shared expense of the two ownership groups) to study the situation, gather reliable data, and make recommendations for further improvements in operations. While the City and the parties go through this process, the owners should continue to abide by their interim settlement agreement to alleviate some of the parking problems. These recommendations are discussed in Exhibit D.

Classic Bowling Center is a unique community asset. It provides healthy activities for young and old. There is no similar center in the North County and, if this one is forced out of business by a one-sided parking plan, it is unlikely to be replaced.

At the end of the day, DBP and its tenant face a parking problem that is not of their making. The solution to the problem should not come at their expense. Imposing the Ho family's Parking Management Plan and CC&Rs, even for a short period, could cause irreparable damage to the Bowling Center. We urge you not to approve the proposed zoning amendment.

We look forward to discussing these points with you on September 6. In the meantime, if you have any questions, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Mark D. Hudak', with a long horizontal flourish extending to the right.

Mark D. Hudak

Attachments

EXHIBIT A

Background and Zoning Requirements

The properties in question are in the PD - 47 Planned Development Zone. They comprise Parcels A and A-1 (the King Plaza shopping center parcels) and Parcel B (the Classic Bowling Center property).

Some history is relevant to understanding the current situation. Originally, all three parcels were under common ownership by DBP Investments. In 1990, an investor/developer, Jeffrey Litke, was brought in to resurrect the struggling shopping center. Litke and DBP wanted to subdivide the property so that Litke would have the retail parcels and DBP would have the Bowling Center parcel. The problem was that there was not enough parking on the Bowling Center parcel, even though there was plenty of parking available on the Shopping Center parcels. Litke and DBP went through an extended process with the City to come up with a plan to ensure that the Bowling Center would have enforceable parking rights on the Shopping Center parcels once they were no longer under common ownership.

In 1991, the City approved the subdivision and created a new zoning district, PD-47. But the proposed subdivision was not completed due to disagreements between Litke and DBP.

In 1997, the parties came up with a solution. They executed a reciprocal easement guaranteeing each party mutual, non-exclusive rights to use the parking on all parcels and providing for shared maintenance costs.¹ The transfer of ownership of the separate parcels was conditioned upon execution of the reciprocal easement by all parties.

With this enforceable agreement in place to ensure adequate parking throughout the entire center, the City adopted amended Planned Development Standards for the three parcels. A copy of the Planned Development Standards are attached. A key component is that the parking spaces on all parcels are to be shared for all patrons. At the time, parking for the uses on the properties was at equilibrium. The Development Standards impose several requirements on the property owners. These include:

- The shopping center management shall formulate and implement a program to control and lessen employee parking.
- The owners shall seek to provide “a balanced mix of uses with compatible peak hours and parking needs.”
- Lease documents shall be submitted to the Planning Division for approval.

The Development Standards require that the property owners agree on a Parking Management Plan, to be approved by the City and recorded as part of the Shopping Center CC&Rs. Although no formal plan was prepared, Litke and DBP performed in accordance with the reciprocal easement, sharing parking and expenses.

¹ Please see Exhibit C for a further discussion of the easement and its enforceability.

Problems developed after the King Plaza parcels were sold to the Ho family in 2007.

In 1990, when Litke became an owner, food uses on the Shopping Center parcels comprised about 15% of rentable space. In 1998, when the City adopted the current Development Standards, the food uses had grown to 50%, through the expansion of the Manila Market and new restaurants. Over the past 10 years, food uses have continued to expand. Currently, food uses comprise about 80% of the Shopping Center. This shift from retail and personal services to food uses with more intense parking demand has created the parking crisis in PD-47, particularly on weekends.

Attempts by the King Plaza owners to limit parking for the patrons of the Bowling Center in violation of the Development Standards and the reciprocal easement led to a lawsuit between the parties. Trial in one action is scheduled for November.

The King Plaza owners have brought forward a proposed Parking Management Plan and CC&Rs. The King Plaza owners have not provided parking, traffic, or other professional studies to support their proposal. Their plan is one-sided and would create untenable operational problems for the Bowling Center. It is not consistent with the reciprocal easement, which guarantees mutual, nonexclusive parking rights across all parcels. The specific defects with the Parking Management Plan and CC&Rs are discussed in detail in Exhibit B.

In summary, the Shopping Center parcels have been leased up with a radical imbalance of food uses, in violation of the 1998 Development Standards. The parking problems created by this violation should not be solved by taking away the rights of DBP and the Bowling Center.

In evaluating the Ho family's request that their Parking Management Plan be imposed as part of the Development Standards for PC-47, the Commission should ask the applicants and staff:

1. What engineering studies have been done to evaluate the effectiveness and impacts of the proposed plan on the tenants on all three parcels and on surrounding neighborhood parking resources?
2. How many employees work at the Shopping Center Businesses and at the Bowling Center. Where will these employees park?
3. Is there a balanced mix of tenant uses on the King Plaza parcels as required by the 1998 Development Standards?
4. Has staff been provided with copies of the leases for the King Plaza parcels as required by the 1998 Development Standards?
5. What actions should be taken to bring the King Plaza parcels into compliance with the Development Standards?
6. Can the City impose a Parking Management Plan that is not consistent with the reciprocal easement?

7. Are the proposed plan and CC&Rs consistent with the objectives of the Development Standards and fair to both sets of owners? Or will these proposed documents work an unfair hardship on the Bowling Center?

Attachments: 1998 Planned Development Standards

**PLANNED DEVELOPMENT STANDARDS
PD-47: King Plaza Shopping Center**

The purpose and intent of these Planned Development Standards is to modify the previously established standards of the PD-47 zone at King Plaza.

I. PERMITTED USES

The Planned Development Standards for PD-47 have been divided into applicable standards for three separate parcels. Parcel "A" is comprised of all shopping center property not including the bowling center property. Parcel "A-1" will refer to the corner lot at Callan and King Drive specifically. Parcel "B" refers to the bowling center property (See Attachment A – Planned Development Parcels).

A. The following uses shall be permitted:

1. Parcels A, A-1 and B

- Art Studio
- Bakery (retail)
- Bank
- Barber or Beauty shop
- Book or stationary store
- Business office
- Candy store
- Clothing or Department store
- Coffee shop (excluding restaurant-style coffee shop)
- Drugstore
- Retail electrical and household appliance sales and services
- Florist
- Gift shop
- One grocery store
- Hardware store
- Ice cream store
- Laundry or cleaning agency (retail)
- Instruction studio (dance or martial arts)
- Jewelry store
- Liquor store
- Medical/Dental clinic
- Pet food store
- Professional office
- Photographic studio
- Restaurant (excluding drive-through)
- Shoe repair
- Sporting goods
- Tailor shop

Exhibit "A" (seven pages)

DEV 06435

Trade or business school
Toy Store
Travel agent
Variety store
Video rental

B. The following uses will be permitted with a Use Permit in the PD-47 zone:

1. Parcels A, A-1 and B

Accessory buildings or use
Animal Kennel
Bar or Cocktail lounge
Bowling Alley
Garden supply
One health and fitness club (Limited to 10,668 sq. ft. in the retail building on the west of the site, in the bowling alley building or on the corner lot at Callan and King Drive)
Motor vehicle parts supply
Outdoor sales
Pet shop
Businesses whose principal use is for the operation of amusement devices
Veterinary hospital or office

C. When a use is not specifically listed, it shall be assumed that when the unlisted use is similar to nor more objectionable than a permitted use, such use shall be permitted in the district to the same requirements of the most similarly listed use.

II. DEVELOPMENT STANDARDS

A. Parking and Circulation

1. Parcels A, A-1 and B

- a. The property owners shall comply with and enforce a Parking Management Plan approved by the City. The Parking Management Plan shall be an appendix to and recorded as part of the Shopping Center CC&Rs. Changes to the Parking Management Plan shall be subject to approval by the Planning Division. The Parking Management Plan shall include the following:

Exhibit "A" (seven pages)

DEV 06436

Trade or business school
Toy Store
Travel agent
Variety store
Video rental

B. The following uses will be permitted with a Use Permit in the PD-47 zone:

I. Parcels A, A-1 and B

Accessory buildings or use
Animal Kennel
Bar or Cocktail lounge
Bowling Alley
Garden supply
One health and fitness club (Limited to 10,668 sq. ft. in the retail building on the west of the site, in the bowling alley building or on the corner lot at Callan and King Drive)
Motor vehicle parts supply
Outdoor sales
Pet shop
Businesses whose principal use is for the operation of amusement devices
Veterinary hospital or office

- C.** When a use is not specifically listed, it shall be assumed that when the unlisted use is similar to nor more objectionable than a permitted use, such use shall be permitted in the district to the same requirements of the most similarly listed use.

II. DEVELOPMENT STANDARDS

A. Parking and Circulation

I. Parcels A, A-1 and B

- a.** The property owners shall comply with and enforce a Parking Management Plan approved by the City. The Parking Management Plan shall be an appendix to and recorded as part of the Shopping Center CC&Rs. Changes to the Parking Management Plan shall be subject to approval by the Planning Division. The Parking Management Plan shall include the following:

Exhibit "A" (seven pages)

DEV 06437

- b. No operable or inoperable vehicles shall be stored at the site for more than 24 hours.
- c. No vehicles or trailers shall be advertised for sale or rent on the site and no vehicle sales, leasing or rentals shall be conducted at the site.
- d. ~~Employee parking spaces shall be designated in the plan.~~
- e. ~~Measures to manage the parking during the evening peak hours. The plan may include such measures as valet parking, incentives to carpooling and disincentives to parking in the residential streets behind the center.~~
- e. ~~Lease documents of existing and future tenants shall incorporate compliance with the Parking Management Plan as a requirement of the lease. Lease documents shall be submitted to the Planning Division for approval.~~
- f. ~~A provision to allow shared parking for patrons of all uses in Parcel A, Parcel A-1 and B.~~
- g. The precise plan shall show all required dimensions on back-up distance, fire access drives and parking stalls, including compact and handicap spaces. The plan shall indicate how the compact spaces shall be marked on the site.
- h. ~~The shopping center management shall formulate and implement a program to control and lessen employee parking on the site. The Planning Division shall approve this program.~~
- i. Applicant will post signs, impose conditions upon tenant, and make every effort to restrict deliveries to the supermarket from parking in the customer parking lot by large semi-trucks, refrigerated trucks, or trucks larger than a four wheel delivery van between the hours of 8:00 a.m. and 7:00 p.m. seven days per week. Smaller delivery vehicles may make such deliveries.
- j. The total number of on-site parking spaces required for the King Plaza Shopping Center (Parcel A, Parcel A-1, and B) is 302 not including the corner lot at Callan and King Drive.

Exhibit "A" (seven pages)

DEV 06438

2. Parcel A

- a. The precise plan shall be configured to allow for wider parking spaces in front of the supermarket.

3. Parcel A-1

- a. The corner lot at Callan and King Drive shall be improved with resurfacing, restriping, landscaping and a monument sign.
- b. All parking spaces for new construction at the corner lot at Callan and King Drive must conform to regular size parking stall dimensions of the Zoning Ordinance. Total parking for new development on Parcel A-1 shall include the number of existing spaces in addition to spaces required by the Zoning Ordinance. All aisle widths must be at least 26 feet in width and turning radiuses must conform to minimum Fire Department and City Zoning Ordinance requirements.
- c. The parking lot shall conform to plans approved as part of the precise plans and shall be maintained in accordance with city standards.

B. Signage

1. Parcels A, A-1 and B

- a. A Master Sign Program shall be submitted and approved by a Design Review Committee. Changes to the Master Sign Program shall be submitted to the Design Review Committee for approval, except that minor changes can be approved administratively by the Planning Division.
- b. Wall sign and ground sign area, height and number shall comply with approved designs described in the adopted Master Sign Program. Existing tenant signs shall be allowed to remain and changes in copy shall not require compliance with the master sign program. However, other types of changes including relocation shall require that the new sign be in conformance with the program.
- c. Signs shall otherwise comply with the requirements of Section 17.32 Signs of the Daly City Zoning Ordinance, except as

Exhibit "A" (seven pages)

DEV 06439

2. Parcel A

- a. The precise plan shall be configured to allow for wider parking spaces in front of the supermarket.

3. Parcel A-1

- a. The corner lot at Callan and King Drive shall be improved with resurfacing, restriping, landscaping and a monument sign.
- b. All parking spaces for new construction at the corner lot at Callan and King Drive must conform to regular size parking stall dimensions of the Zoning Ordinance. Total parking for new development on Parcel A-1 shall include the number of existing spaces in addition to spaces required by the Zoning Ordinance. All aisle widths must be at least 26 feet in width and turning radiuses must conform to minimum Fire Department and City Zoning Ordinance requirements.
- c. The parking lot shall conform to plans approved as part of the precise plans and shall be maintained in accordance with city standards.

B. Signage

1. Parcels A, A-1 and B

- a. A Master Sign Program shall be submitted and approved by a Design Review Committee. Changes to the Master Sign Program shall be submitted to the Design Review Committee for approval, except that minor changes can be approved administratively by the Planning Division.
- b. Wall sign and ground sign area, height and number shall comply with approved designs described in the adopted Master Sign Program. Existing tenant signs shall be allowed to remain and changes in copy shall not require compliance with the master sign program. However, other types of changes including relocation shall require that the new sign be in conformance with the program.
- c. Signs shall otherwise comply with the requirements of Section 17.32 Signs of the Daly City Zoning Ordinance, except as

Exhibit "A" (seven pages)

DEV 06440

conditioned herein or as modified by the approved Master Sign Program.

C. Landscaping

1. Parcels A, A-1 and B

- a. Landscaping shall be installed in accordance with approved plans and maintained in a neat, clean and healthful condition.

D. Architecture/Site Design

1. Parcels A, A-1 and B

- a. Architectural design of all structures and facades, all materials and colors, and all landscaping shall comply with plans approved by a Design Review Committee.
- b. Once approved, any major architectural modification shall be subject to approval by a Design Review Committee, except that minor changes may be approved administratively by the Planning Division.
- c. All roof equipment shall be screened from view from the surrounding streets.
- d. The Planning Division shall approve the design and location of all trash or storage enclosures and other proposed fencing or walls.

E. Maintenance

1. Parcels A, A-1 and B

- a. The property owners shall prepare CC&Rs for review by the City Attorney, which incorporate the following standards:
- b. The shopping center shall be maintained in a neat, safe, and healthful condition.
- c. A garbage disposal plan approved by the Planning Division and the Streets Division shall specify that:
- d. All trash shall be confined in approved receptacles and enclosures.

Exhibit "A" (seven pages)

DEV 06441

conditioned herein or as modified by the approved Master Sign Program.

C. Landscaping

1. Parcels A, A-1 and B

- a. Landscaping shall be installed in accordance with approved plans and maintained in a neat, clean and healthful condition.

D. Architecture/Site Design

1. Parcels A, A-1 and B

- a. Architectural design of all structures and facades, all materials and colors, and all landscaping shall comply with plans approved by a Design Review Committee.
- b. Once approved, any major architectural modification shall be subject to approval by a Design Review Committee, except that minor changes may be approved administratively by the Planning Division.
- c. All roof equipment shall be screened from view from the surrounding streets.
- d. The Planning Division shall approve the design and location of all trash or storage enclosures and other proposed fencing or walls.

E. Maintenance

1. Parcels A, A-1 and B

- a. The property owners shall prepare CC&Rs for review by the City Attorney, which incorporate the following standards:
- b. The shopping center shall be maintained in a neat, safe, and healthful condition.
- c. A garbage disposal plan approved by the Planning Division and the Streets Division shall specify that:
- d. All trash shall be confined in approved receptacles and enclosures.

Exhibit "A" (seven pages)

DEV 06442

- e. All unenclosed materials, equipment and/or supplies of any kind shall be maintained within approved enclosure areas. Any stacked or stored items shall not exceed the height of the enclosure.
- f. All trash and storage enclosures shall be properly maintained in accordance with approved plans.
- g. The applicant shall prepare an agreement to implement a daily litter cleanup plan for all open areas, planters and public sidewalks adjacent to the shopping center. All waste materials generated by the market, such as cardboard boxes, skids, garbage, litter, etc., must be stored in the enclosure for disposal. No waste material shall be visible at anytime. The enclosure shall be designed to conceal the contents. The enclosure should be kept clean and free of odor at all times.

F. Lighting

1. Parcels A, A-1 and B

- a. All exterior lighting shall be in accordance with precise plans and shall be adequately maintained according to approved standards.

G. Building Area Limitation

1. Parcel A

- a. There shall be no additional square footage allowed in the shopping center beyond the existing 57,890 square feet (excluding the bowling center property and the corner lot at Callan and King Drive).

H. Required Plans

1. Parcel A-1

- a. Any proposed development on the corner lot at Callan and King Drive shall be by the amendment procedures of Daly City Municipal Code Section 17.28.020(I).
- b. The precise plan for this planned development shall also identify:

Exhibit "A" (seven pages)

DEV 06443

1. Ingress/egress and easement rights for all public utilities, city water mains, sanitary sewer mains and other service facilities located across the proposed subdivision lines.
2. Location of all existing buildings and structures and their off-set distances from the proposed property lines.

G. Easements

1. Parcel B

- a. A twenty-foot no-build easement shall be recorded around the bowling center building and reflected in the precise plan.

III. GENERAL

A. Parcels A, A-1 and B

1. All site improvements shall conform to plans approved as part of the Precise Plans. Any major site modifications shall require an amendment of the PD approval and shall be subject to approval by the Planning Commission and City Council except that the Planning Division may approve minor changes.
2. Individual buildings shall not be sold separately, or if the sale of any building is anticipated, all requirements of the Subdivision Ordinance in effect at the time of the sale shall be complied with in full prior to such sale.
3. The property owners of the shopping center shall seek to provide a balanced mix of uses with compatible peak hours and parking needs.

c:/ms971pd(3)

Exhibit "A" (seven pages)

DEV 06444

EXHIBIT B

Analysis of Proposed Parking Management Plan and CC&Rs

The owners of the Classic Bowling Parcel have retained experts to help them understand the parking situation and how restrictions on parking may affect the operation of the bowling center,

A critical component for the Bowling Center is league and tournament bowling. These activities are a substantial part of the Bowling Center's business. The rest are casual, walk-in bowlers. Bowlers in league and tournament play typically stay 2.5-3.00 hours or more, including gearing up, practice, games, and some socializing at the end. If there are not enough spaces available with 3-4 hour time limits, league and tournament bowling, which is the lifeblood of the Bowling Center, will be in jeopardy.

The proposed Parking Management Plan would have 159 unlimited time parking spaces scattered throughout the three parcels. Many of the spaces are located far from the Bowling Center and are not realistic opportunities for bowlers. Further, there is no provision for reserving these spaces for bowlers who need them for three hours or more. They could be taken up by employees of any tenant or customers for other businesses. Since peak parking demand for the Bowling Center can exceed 140 spaces, even minimal use by shopping center employees or customers will not leave enough parking for the Bowling Center.

Further, shoppers and diners for the King Plaza tenants can use any of the untimed spaces as well as the one-hour and two hour spaces. They will not be limited to bowlers. But the converse is not true – the bowlers cannot use the timed spaces, particularly during league and tournament play. So, realistically, how many of the 159 untimed spaces would be available for bowlers when needed?

Please see the attached letters from Gary Black, the parking engineer, Ken Mischel, the consultant on bowling center operations, Classic Bowling Center which explain in detail the problems created by this plan.

In addition to the inadequate spaces for bowlers, the proposed CC&Rs impose conditions that are not acceptable to DBP. These include:

- Reducing the right to use parking on the King Plaza parcels to a mere license that can be terminated by the King Plaza owners on certain conditions, eliminating the shared parking guaranteed by the Development Standards and by the easement agreement (discussed in Exhibit C).
- Imposition of an annual license fee, starting at \$96,000, to be paid by the Bowling Center owners for use of the shared parking guaranteed by the Development Standards. (This is separate from the payment of maintenance and common area improvement charges, which historically have been shared 50-50.)
- Enforcement by the King Plaza Owners alone, allowing for potential selective enforcement against bowlers.

In evaluating the proposed Parking Management Plan and draft CC&Rs, the Commission should ask the applicant and staff:

1. Is the proposed zoning amendment and parking plan a “project” that requires CEQA analysis? Has staff performed an initial study to determine whether the impacts of the proposed amendment and parking plan, including impacts on surrounding neighborhoods, should be evaluated?
2. What parking studies, parking counts, and ITE parking demand standards support the proposed plan? Did the applicant perform parking counts to determine actual usage, including which customers are parking where, and for how long?
3. Why isn’t the proposed parking plan stamped by a professional engineer?
4. How many full and part-time employees are at the shopping center on a daily basis? Where will they park under this proposed plan? How will that affect parking for bowlers? If employees cannot find parking, will they be forced into surrounding neighborhoods?
5. Has the proposed plan evaluated by an independent parking engineer? Should the City retain a neutral consultant to provide advice, at the parties’ expense?
6. How does the proposed plan accommodate the needs of league and tournament bowlers? What impacts will the proposed plan have on operations at the Bowling Center?
7. How has the increase in the food use tenants on the King Plaza parcels affected parking demand? What measures have the owners of the King Plaza parcels taken to address the parking demands for these tenants? Are there better ways to accommodate the increased parking demand created by the evolving tenant mix?
8. As part of any zoning amendment, should the City require a use permit for any future food uses to help control excess parking demand?
9. Is the conversion of the spaces on the King Plaza parcels to a license arrangement be consistent with the Development Standards and the reciprocal easement? What would happen if the King Plaza owners terminated the license?
9. Do the Development Standards allow one party to charge the other a fee for using the shared parking? Is a fee allowed under the terms of the reciprocal easement?

The parking issues at the shopping center have been brought on by the leasing decisions of the King Plaza owners in violation of the 1998 Development Standards. There is now too much demand for the available spaces. The problems should not be solved by taking away the rights of the Bowling Center, which could drive it out of business.

In the end, the proliferation of food uses means that there is too much demand for the available spaces. The overdemand will not be solved by time limits on spaces, which do not increase supply or reduce demand. Better solutions are needed.

Attachments:

Gary Black letter

Ken Mischel letter

Classic Bowling Center letter

Draft CC&Rs



HEXAGON TRANSPORTATION CONSULTANTS, INC.

August 26, 2022

Mr. Mark Hudak
Law Offices of Mark D. Hudak
177 Bovet Road, Suite 600
San Mateo, CA 94402

Re: Parking Management Plan for King Plaza in Daly City, California

Dear Mr. Hudak:

Hexagon Transportation Consultants, Inc. has reviewed the attached proposed Parking Management Plan (PMP) for King Plaza in Daly City, California. Hexagon has prepared parking studies on behalf of the bowling alley at King Plaza, so we are aware of the parking issues. Based on our research at King Plaza, we question the logic of the PMP. We would expect a plan like this to be prepared by a transportation professional with supporting study documentation for how it would work. We are not aware that such study documentation has been provided.

Hexagon's research at King Plaza showed that the bowling alley has a maximum demand of about 120 parking spaces. Furthermore, the research showed that the average duration of bowling alley parking is 3 hours. The PMP includes 150 spaces that would be restricted to two-hour parking or less (some one-hour, some 20 minutes). Parking spaces limited to 2-hour parking typically could not be used by bowling alley customers. The PMP includes 168 parking spaces that would not be time-restricted. These could serve the bowling alley and all employees of the Plaza. However, Hexagon estimates that non-bowling alley employees total about 120 at peak times. Thus, 240 non-restricted spaces are needed (120 for bowling alley + 120 for employees) while only 168 would be provided by the PMP. The PMP states that employees would be required to park on the street. However, there is no assurance that on-street spaces would be available because they can be used by any member of the public.

Hexagon notes that the PMP also includes a provision for dealing with "large scale evening events." This provision is ill-defined (what is a "large scale evening event"?) and seems unnecessary. Hexagon is not aware of any such events that occur at the center. Also, counts showed that existing parking demand in the evening is low.

We appreciate the opportunity to review the PMP. If you have any questions, please do not hesitate to call.

Sincerely,
HEXAGON TRANSPORTATION CONSULTANTS, INC.

Gary K. Black
President

**MISCHEL
& COMPANY**
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— The —
Hansell Group
Bowling & Entertainment Center Brokerage, Valuations, Consulting

August 28, 2022

Mark Hudak
Law Offices of Mark D. Hudak
177 Dover Road, Suite 600
San Mateo, CA 94402

RE: Kings Plaza Center – Parking Lot Management Plan

Dear Mr. Hudak:

I've been asked to give my professional opinion as to the impact the proposed King Plaza Center – Parking Management Plan would have on Classic Bowling Center, located at 900 King Drive in Daly City.

My opinion is based on a review of the current plan, my research and testimony as a bowling expert in December of 2018 as well as my current understanding of bowling industry data, trends & parking requirements for bowling centers such as Classic Bowling Center.

Classic Bowling Center is a 60-lane, traditional bowling center that has served as a community gathering place for many years. It's customer base consists of league bowlers (senior, youth & adult), casual "drop-in" customers, and tournament bowlers as well as group, birthday & charity event participants. Total visit time for customers – including bowling, food & beverage, and socializing – is normally over three hours.

The Parking Lot Management Plan shows that 147 of the parking spaces are to be restricted to one- or two-hour parking limits and many of those spaces are near the

bowling center. This, along with other restricted parking (zoning, ADA, loading & unloading, etc.) leaves only 106 unlimited spaces for the bowling center (as well as other shopping center customers). 74 of the unlimited spaces are in the far reaches of the shopping center, which means that bowling center customers parking in those spaces will have to haul their bowling equipment across virtually the entire lot to get to the bowling center. Many of those customers are senior citizens.

In my opinion, a great number of customers of the bowling center will be lost to other competing venues or will stop their participation in this type of recreation entirely if they cannot find a place to comfortably park during their center visit.

As a result of the proposed Parking Lot Management Plan, Classic Bowling Center will suffer a severe decline in customers and revenues with a significant loss of value and may eventually force the business to close permanently.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "K. Mischel". The signature is fluid and cursive, with a large initial "K" and a stylized "Mischel".

Kenneth R. Mischel, President
Mischel & Company



Classic Bowling Center

900 King Drive

Daly City, CA 94015

(650) 878-0300

www.classicbowling.com

August 29, 2022

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

Re: September 6, 2022 Hearing
King Plaza Shopping Center

Dear Commissioners:

Our company is the tenant that operates the Classic Bowling Center. We are writing to help you understand the enormous impact that the proposed parking management plan would have on the operations of our Classic Bowl. It is not an exaggeration to say that the time limits being proposed could cost us our business.

Classic Bowl is a true community resource. We serve young and old, singly and in groups. We provide fun, healthy activities along with food and beverages. A good time is had by all.

We have 60 lanes available for play. This is the same number of lanes we have always had. Our use has remained stable over time. We managed to survive the pandemic and we are looking forward to many more years serving the North County.

The way things are now, league play and tournaments are a substantial part of our business. The rest of our business are walk-ins and small groups out for a fun afternoon or evening.

Bowlers who come to the Classic Bowl for league or tournament play generally spend a minimum of three hours. This includes putting on equipment, warming up, and bowling the multiple games for their league or tourney. Often, bowlers will stay a little longer for a bite to eat or something to drink and socialize.

With some league and tournament play, we will have 110-120 bowlers participating. Since these groups do not use all of the lanes, we would have lanes available for casual bowlers as well. In addition, we need to have spaces available for our employees. Any parking plan needs to demonstrate how our peak parking needs will be met.

The parking plan being proposed by the shopping center owners would be a disaster. Our league and tournament bowlers can't use the one-hour and two hour spaces. If they did park in those spaces, they would have to be watching the clock, then interrupt their games, run out and move their cars, hoping to find a new space. During lunch, dinner, and weekends, that could take a long time. League and tournament bowlers won't put up with that. They want to stay in rhythm and keep playing. Worse, if some bowlers have their cars towed because they stayed a few minutes too long in a space, the leagues and tournaments are just going to go elsewhere. Bowling is supposed to be a relaxing fun time out, not a source of worry and anger.

Although some of the untimed spaces are located near our entrances, they are also close to the restaurants and shops across the parking lot, so many of these spaces can be taken by their customers and diners. There is no guarantee that the untimed spaces near the Classic Bowl will be available for use by our bowlers.

Some of the other untimed spaces are located far away from the Bowling Center and are not really an option for our bowlers.

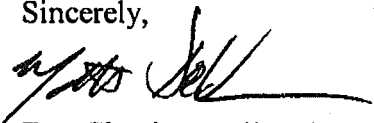
Right now, we get a lot of complaints about parking, especially on weekends, but we are holding steady. As long as our bowlers have the freedom to use spaces throughout the shopping center, we will be able to survive. Better options for employee parking and deliveries for all tenants would help, too.

Please do not approve the parking plan offered by the shopping center owners. It would quickly cost us our league and tournament bowlers and we would then be out of business.

We know that everyone wants to "do something" about the parking situation. But the proposed plan will make things worse, not better.

Please let us know if you have any questions. Thanks you for listening to our concerns.

Sincerely,



For: Classic Bowling Center

KING PLAZA SHOPPING CENTER 2022 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

CHAPTER ONE: GENERAL PROVISIONS

- A. *Name of Instrument* This instrument may be referred to as the "King Plaza Shopping Center 2022 Declaration of Covenants, Conditions, and Restrictions." This instrument is herein referred to as "these CC&R's." These CC&R's shall also be construed to include any plan submitted by Declarant and approved by the City of Daly City pursuant to these CC&Rs.
- B. *Declarant* "Declarant" is King Plaza Center, LLC, a Delaware limited liability company. For purposes of construing these CC&R's, the term "Declarant" shall include any transferee, successor, or assignee of King Plaza Center, LLC, including but not limited to a transferee, successor, or assignee by operation of law or a "Mortgagee" acquiring Declarant's interest in the Development by foreclosure or by deed in lieu of foreclosure. The term "Mortgagee" as used herein is defined in Chapter 8, Section D.
- C. *Shopping Center Parcel* Declarant is the owner of that certain real property located in the City of Daly City, San Mateo County, State of California, more particularly described as shown on that Description of Property attached hereto as **Exhibit "A"** and incorporated by reference herein, commonly known as 950-980 King Drive, Assessor Parcel Number 091-175-220, being 4.279 acres, referenced as the "Shopping Center Parcel" herein. The Shopping Center Parcel includes land referenced as Lot A and Lot A-1 in City of Daly City Ordinance 1255 adopted on April 27, 1998.
- D. *Tenants* "Tenants" are those persons and entities who now or in the future possess leasehold interests in the Shopping Center Parcel pursuant to written leases with Declarant.
- E. *Common Areas* "Common Areas" as used herein means all realty and improvements in or to the Shopping Center Parcel that are not leased to any Tenants and that are designated by Declarant for the joint use and benefit of Declarant and all Tenants, specifically including all parking areas, access roads, driveways, entrances and exits, retaining walls, landscaped areas, truck service-ways, loading docks, pedestrian malls, courts, stairs, ramps, sidewalks, exterior stairs, utilities and related utility lines and meters, and on-site and off-site signs identifying or advertising the Shopping Center.
- F. *Bowling Alley Parcel* The "Bowling Alley Parcel" is the property commonly known as 900 King Drive, also located in the City of Daly City, San Mateo County, State of California, more particularly described as shown on that Description of Property attached hereto as **Exhibit "B"** and incorporated by reference, and identified by Assessor Parcel Number 091-175-200. Said parcel is improved with a structure that contains a bowling alley operating under a conditional use permit. Upon information and belief, the Bowling Alley Parcel is currently owned by DBP Investments, a California General Partnership.
- G. *Prior Subdivision & Certificate of Compliance* The Shopping Center Parcel and Bowling Alley Parcel were created by the division of three parcels (former Assessor Parcel Numbers 091-175-190, 091-175-150, and 191-175-180) into two parcels as evidenced by that certain Certificate of Compliance recorded in the Official Records of San Mateo County on September 25, 2000 as document number 2000-118884. Said Certificate of Compliance states on its face that it "is subject to the findings and conditions of Minor Subdivision MS97-1 and resolution 98-26 of the City of Daly City."
- H. *Purpose* Declarant's purpose in executing these CC&Rs is to govern the Common Areas of the Shopping Center Parcel, to enhance, maintain, and protect the value and attractiveness of the Shopping Center Parcel, and to otherwise comply with the requirements of the aforementioned Certificate of Compliance, including the findings and conditions of Minor Subdivision MS97-1 and Resolution 98-26, as well as City of Daly City Ordinance 1255. The provisions of these CC&R's and any licenses thereunder shall be liberally construed to effect its purpose.

- I. Bowling Alley CC&R's It is anticipated that the owner of the Bowling Alley Parcel will submit CC&R's for approval of the City of Daly City as to covenants, conditions, and restrictions applicable to the Bowling Alley Parcel. These CC&R's do not purport to regulate the Bowling Alley Parcel and shall not be so construed.
- J. No CID Intended Declarant does *not* intend these CC&R's to be a plan of Shopping Center Parcel ownership that is a common interest development under California Civil Code §6534, and does *not* intend that their ownership be governed by the California Commercial CID Act (Cal. Civil Code §§6500 *et seq.*). Other than the rights granted and restrictions set forth herein, no other rights or restrictions are contemplated, and no plan of joint ownership, partnership or joint venture is intended to be created.
- K. Declarant's Reservation of Rights All rights not expressly granted by these CC&R's are reserved to Declarant. Said rights include, but are not limited to, all rights to future development of the Shopping Center Parcel pursuant to all relevant zoning and building codes as may now apply or hereafter beneficially apply to the Shopping Center Parcel, and these CC&R's do not and are not intended to restrict the rights to so develop the Shopping Center Parcel.
- L. Effective Upon Approval & Recording by Declarant This instrument is not effective unless (1) approved by the City of Daly City as required by the aforementioned Certificate of Compliance, and (2) recorded by Declarant in the Official Records of San Mateo County.
- M. No Waivers Failure to enforce any provision of these CC&R's shall not constitute a waiver of the right to enforce the provision thereafter.

CHAPTER TWO: NON-EXCLUSIVE LICENSES

- A. License Offer to Tenants of Shopping Center Parcel Declarant offers Tenants of the Shopping Center Parcel, solely during the terms of their respective leases, a non-exclusive license to use the Common Areas of the Shopping Center Parcel during such period for ingress and egress, and the parking of vehicles, subject to the covenants, conditions, and restrictions below.
- B. License Offer to Owners of Bowling Alley Parcel Declarant offers the Owner of the Bowling Alley Parcel, solely for so long as the Bowling Alley Parcel is used exclusively as a Bowling Alley pursuant to a valid conditional use permit from the City of Daly City, a non-exclusive license to use the Common Areas of the Shopping Center Parcel during such period for ingress and egress, and the parking of vehicles, subject to the covenants, conditions, and restrictions below.
- C. Exclusive Manner of Acceptance of Offer; Licensees The exclusive manner of acceptance of said license is as follows: The prospective licensee must deliver to Declarant a notarized statement that the licensee and all tenants of licensee agree to be bound by these CC&R's and said statement must be acknowledged and accepted in writing by Declarant, with a copy provided to the licensee. The holder of a written license under these CC&R's is referred to as a "Licensee" herein.
- D. Scope of License Includes Employees and Customers Licensees may permit their employees and customers to use the Common Areas of the Shopping Center Parcel for ingress and egress, and the parking of vehicles during any such employees' actual shift of work and during any such customers' actual patronage of Licensee's business, subject to these CC&R's. As to the owner of the Bowling Alley Parcel, it may permit use of the license by any tenant and employees and customers of its tenant, subject to these CC&R's. However, for purposes of enforcing these CC&R's and any license thereunder, any violations of these CC&R's, or a license thereunder by a permitted user shall be deemed to be a violation by the Licensee.
- E. No Third Party Beneficiaries These CC&R's are solely intended to benefit Declarant and Licensees; no one except Declarant has standing to enforce these CC&R's.
- F. License Subject to Government Approved Regulations & Modifications Any and all use related to the

parking of vehicles shall be subject to parking management plan approved by the City of Daly City. Said plans may be subsequently revised by Declarant upon application to and approval by the City of Daly City for good cause, including but not limited to changed circumstances, ineffectiveness, or enforcement difficulties. Said plans shall be executed by Declarant.

- G. ~~License Is Conditional~~ These CC&R's shall not be construed as extending the leasehold interest of any Tenants, or as granting an easement to any Licensee or other user; rights created by these CC&R's are intended to be in the nature of a mere conditional license to use the Common Areas of the Shopping Center Parcel in compliance with these CC&R's that may be revoked by Declarant for good cause, including but not limited to failure to abide by conditions of, or a material breach of these CC&R's. For example, good cause for revocation includes but is not limited to failure to pay fees required hereunder in a timely manner.
- H. Licenses Not Transferrable Licenses are not transferrable or assignable. Any purported transfer or assignment of a license shall be null and void and shall automatically null and void the license itself.
- I. Declarant Has No Interest in Bowling Alley Parcel These CC&R's shall not be construed as granting any interest whatsoever in the Bowling Alley Parcel to Declarant who hereby confirms that the owner of the Bowling Alley Parcel retains the exclusive rights to the Bowling Alley Parcel and may restrict parking on said Bowling Alley Parcel to customers of the Bowling Alley or as otherwise desired, subject to approval of the City of Daly City pursuant to the aforementioned Certificate of Compliance. Declarant likewise has no maintenance and repair obligations, or reimbursement responsibility, whatsoever with respect to the Bowling Alley Parcel.
- J. Owner of Bowling Alley Parcel May Terminate the License At-Will Upon Notice The owner of the Bowling Alley Parcel may terminate its license under these CC&R's at any time and for any reason by delivering a notarized notice of termination a 30 days advance notice to Declarant. However, such notice of termination shall not relieve Declarant from any accrued liability arising under these CC&R's or any license thereunder, nor any tort liability.
- K. Declarant May Revoke License for Good Cause Declarant may revoke any license for good cause which includes but is not limited to a Licensee's failure to abide by rules and regulations established by these CC&R's; a Licensee's commission of waste, nuisance, intentional torts, or crimes upon the Common Areas of the Shopping Center Parcel; or a Licensee's failure to meet conditions of, or material breach of, its License, especially but not limited to its failure to make required payments. If a license is revoked or terminated for good cause, these CC&R's shall not be construed so as to require Declarant to re-issue a license to that Licensee or any transferee, assignee, or successor in interest of that Licensee.

CHAPTER THREE: COVENANTS OF DECLARANT

- A. Common Area Maintenance Standards Declarant covenants that the Common Areas of the Shopping Center Parcel shall be maintained at all times in good repair, and in safe, sanitary and serviceable condition and free and clear of debris. Common Area maintenance and repair shall include, without limitation, resurfacing, repainting and restriping of the paved areas, cleaning, sweeping and other janitorial services; garbage control; policing and security; planting and landscaping; directional signs and other markers; lighting; utilities serving the Common Area; premiums on public liability insurance allocable to the Common Area; parking management devices and services; other management services allocable to the Common Area; and other expenses reasonably necessary for the maintenance and repair of the Common Area as specified in these CC&R's, as otherwise may be required by plans submitted by Declarant, or as required in the reasonable business judgment of Declarant. Declarant may hire agents including but not limited to a professional property and/or parking management company to perform its duties under these CC&R's and any license hereunder.
- B. Site Plan, Parking and Circulation Plan, & Parking Management Plan A depiction of Declarant's approved Site Plan and Parking Management Plan applicable to the Common Areas of the Shopping

Center Parcel is attached as Exhibit "C" hereto. The Site Plan, including all significant physical structures and improvements are depicted. The Parking Management Plan, including all sidewalks, cross-walks, driveways, roadways, traffic control signs, fire lanes, and parking spaces are also depicted, as well as any applicable parking restrictions (disabled spaces, time-limited spaces, loading zones, etc.). All deliveries shall be made in accordance to the Parking Management Plan. Parking spaces for disabled persons are scattered throughout as required by law. The Common Areas shall not be used for parking and operation of motor homes or recreational vehicles and equipment, nor shall the Common Areas be used for overnight parking except as approved in the Parking Management Plan.

- C. Employee Parking Program All employees of Licensees shall be encouraged to take public transportation, ride-share, car pool, or bicycle to work. All employees of Licensees who drive to work shall preferably park their vehicles on the public street. If public street parking is not available upon arrival, all employees of Licensees who park on the Shopping Center Parcel must park in the upper lot furthest from Shopping Center and Bowling Alley businesses. Declarant may require Licensees to report the license plate numbers of all employees working on such Licensees' property and may require all employees to affix a decal or other marker on or in their vehicle.
- D. Garbage Plan Declarant's garbage plan is as follows:
1. Licensee Garbage Bins All Licensees shall be solely responsible for disposing of garbage generated from their own businesses in garbage bins. Said garbage bins shall be located on the respective properties (leased or owned) of Licensees, unless Licensee has obtained the express written consent of Declarant to locate garbage bins at a specific location within the Common Areas. Licensee garbage bins shall be enclosed or covered, kept reasonably free of vermin, and such bins and enclosures shall be bought or constructed at Licensee's own expense.
 2. Public Garbage Cans Declarant shall maintain covered garbage cans for incidental public use of customers throughout the Shopping Center Parcel and shall empty such cans on a regular (at least bi-weekly) basis. Declarant may require any Licensee that is reasonably perceived to generate excessive public garbage (e.g. a coffee shop that serves beverages in disposable cups) to maintain one or more public garbage cans provided by Declarant for public use in Common Areas on or about the vicinity of the Licensees business or at locations where that business's garbage is commonly found, and to empty said cans upon a regular daily schedule. To minimize vermin, no public cans shall be uncovered.
- E. Enforcement Plan Declarant covenants to enforce these CC&R's and all plans it submits hereunder that are approved by the City of Daly City. Enforcement shall include requiring Licensees to affirmatively consent to these CC&R's in writing, and may include without limitation such discretionary other remedies as providing warning notices to violators; towing the vehicles of violators in a manner consistent with California law; surcharging Licensees for the cost of security to deter crime reasonably perceived to be associated with the customers of any Licensee; suing Licensees and/or their invitees for damages, indemnity, or subrogation related to torts; requiring Licensees to hire and use valet services, bus services, ride-share services, or off-site parking locations during special events that are anticipated to draw more than a specified number of people; and temporarily suspending repeat-offenders or permanently banishing persistent repeat-offenders from using all or parts of the Common Areas of the Shopping Center Parcel.
- F. Cumulative Remedies Every remedy provided in these CC&R's shall be cumulative and not exclusive. Failure to exercise any remedy provided for in these CC&R's shall not, under any circumstances, be construed as a waiver of the remedy.

CHAPTER FOUR: LICENSE FEES CONDITIONS

- A. Tenants Obligation to Reimburse Declarant's Cost of Performance The rent paid by Tenants shall be deemed to include their license fee, and lease provisions related to common area maintenance costs

will be deemed to extend to include the Common Area of the Shopping Center Parcel. However, if not otherwise specified in said leases, and as to all new leases or lease renewals, Tenants shall be obligated to pay the reasonable cost of performance by Declarant of its duties under these CC&R's. The cost of performance includes all matters reasonably arising under or related to these CC&R's and any licenses thereunder, including but not limited to expenses incurred with respect to repair and maintenance, management fees, insurance, and the cost of enforcement including but not limited to attorney's fees. If Declarant manages the Common Area of the Shopping Center Parcel directly the management fee shall be ten percent of expenses incurred. The "cost of performance" shall otherwise be liberally construed in favor of Declarant and deference shall be given to Declarant's reasonable business judgment. As among Tenants, one hundred percent of the cost of performance shall be apportioned as specified in their respective leases.

- B. License Fee of Owner of Bowling Alley Parcel The owner of the Bowling Alley Parcel shall pay an annual license fee. The minimum license fee shall be \$96,000 for base year 2022. Thereafter, the license fee shall be updated annually by multiplying the then existing License Fee by the greater of percentage increase in a) the San Francisco-Oakland-San Jose Consumer Price Index for All Urban Consumers (CPI-U) or b) the Producer Price Index by Commodity: Special Indexes: Construction Materials over the immediately preceding year or c) such other similar index as determined by the Licensor if the preceding indices are not in use at the time; however, said percentage change shall not be lower than zero percent (0%). The annual increase shall be based upon end of calendar year (*i.e.* December) index reports.

C. Billing & Deadlines

1. Tenants Declarant shall periodically bill Tenants (monthly, quarterly, or annually). The period shall be determined as specified in the respective leases of the Tenants, if applicable. To the extent possible, Declarant shall use best efforts to bill all Licensees at the same time. The payment deadline of Tenants shall be as stated in their respective leases, if applicable. Otherwise, the payment deadline shall be ten calendar days after delivery of the bill by email, or after the post-mark if delivered by U.S. Mail and simple (non-amortized) interest at the legal rate for contracts shall begin accruing immediately thereafter pursuant to Civil Code section 3287 at the legal rate under Civil Code section 3289 (currently ten percent).

2. Owner of the Bowling Alley The annual license fee of the owner of the Bowling Alley shall be due no later than April 1. Simple (non-amortized) interest at the legal rate for contracts shall begin accruing immediately thereafter pursuant to Civil Code section 3287 at the legal rate under Civil Code section 3289 (currently ten percent). No bill shall be required, but Declarant shall confirm the amount owing within three business days if requested.

3. Time Is of the Essence Time is of the essence as to all payment deadlines mentioned in this Chapter.

- D. Timely Payment Is a License Condition The consequence to Tenants of non-payment, partial payments, or late payments shall be as stated in their respective leases, if applicable. Otherwise, and in the case of the owner of the Bowling Alley Parcel, timely payment is both a condition and covenant of every license issued under these CC&R's. The failure of a Licensee to make timely payment shall constitute good cause for Declarant to temporarily revoke or permanently terminate said license by delivering notice of the same to Licensee. Any actual waiver under this paragraph on one or more occasions shall never be construed as a permanent waiver or estoppel as to future defaults.

CHAPTER FIVE: DECLARANT'S RESERVED RIGHTS

- A. Declarant Rulemaking Declarant may make any rules for the benefit of the Common Areas of the

Shopping Center Parcel or that are necessary and proper to carry out these CC&R's, provided that they are not inconsistent with these CC&R's, resolutions, and ordinances. For example, and among other things, all Licensees shall be subject to the following rights and restrictions:

1. The right of Declarant to regulate the use any other facility of the Common Area of the Shopping Center Parcel and to adopt and enforce rules relating thereto.
2. The right of Declarant to adopt and enforce rules on the control and use of any driveways, sidewalks, entryway, and paving areas located on or across the Common Areas, including the right to regulate the kind of motorized or non- motorized vehicles, the speed of vehicles, and the parking of vehicles on such roadways or on the Common Areas. The Declarant is authorized to delegate to a municipality or other governmental entity or to contract with any private security or parking management company or private patrol company to exercise its authorized rights in connection with such private streets, roadways, and parking areas.
3. The right of Declarant to submit a revised Parking Management Plan, or other plans mentioned herein and to adopt said revisions upon approval of the City of Daly City, which may, among other things, limit the timing of parking in the Common Area and impose other rules or restrictions on the use of the Common Area of the Shopping Center Parcel.
4. The right of Declarant to develop and/or redevelop its lands provided that all such development or redevelopment shall comply with all zoning and building codes as have been adopted and approved by the City of Daly City.

B. Right to Charge Fair Market Value for License Fees Not more than once every ten years, Declarant reserves the right to update license fees charged to the owner of the Bowling Alley Parcel to the fair market value of the license conveyed by adjusting the base year value.

C. Declarant's Own Use of Premises Licensees shall not use their licenses so as to unduly interfere with the reserved rights of Declarant, including but not limited to using the Common Areas of the Shopping Center Parcel itself for ingress, egress, parking, or other purposes. Declarant and its authorized contractors or its agents shall have the right to enter the Common Area to perform its obligations under these CC&R's including obligations of construction, maintenance, or repair for the benefit of the Common Areas, or other areas of the Shopping Center Parcel. Entry and any continuing work on the Common Area shall be made with as little inconvenience as possible to Licensees and any damage caused by such entry, construction, or repair shall be repaired by Declarant. While such construction, maintenance, or repair is ongoing, Declarant may temporarily exclude Licensees, and their respective invitees from the area in which work is ongoing for the safety and security of all.

CHAPTER SIX: LICENSEE RESTRICTIONS AND RETAINED RESPONSIBILITIES

A. Legal Uses Only The Common Areas of the Shopping Center Parcel shall be used only for legal purposes and by Licensees operating legal, properly zoned and permitted businesses. No part of the Development shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business purpose that is otherwise not permitted by the City. For instance, if the City of Daly City shall revoke or terminate a use permit, the rights of such Licensee under these CC&Rs, but not the responsibilities, of said Licensee shall terminate immediately.

B. Responsibility for Utilities, etc. In Common Areas Each Licensee shall be responsible for maintaining and repairing the mechanical, air conditioning, plumbing, sewer, electrical, heating, water, gas, cable television, drains and other lines, equipment, systems, and fixtures exclusively serving the Licensee's and/or the Tenant's premises. The Declarant shall be responsible for such services as serve the Common Areas of the Shopping Center Parcel, however the costs associated with such services shall be a cost of performance under Chapter Four above.

- C. Responsibility for Leased or Owned Property Licensees shall maintain and repair their own property, whether leased or owned, including buildings near or adjacent to the Common Areas of the Shopping Center Parcel, and including any entryways that may extend into the Common Areas. All maintenance and repair work to be performed by Licensees under this paragraph shall be performed in a neat, clean, sanitary, workable, and attractive manner. This paragraph shall not be construed as modifying any obligation of Declarant or a Tenant under any lease between Declarant and that Tenant. Except in cases of emergency, any maintenance and repair that will interfere with the normal use of the Common Area of the Shopping Center Parcel shall be approved and scheduled with Declarant and Declarant may impose commercially reasonable conditions thereon.
- D. Property Damage & Nuisances Restrictions
1. Damage to Common Areas No Licensee or their invitees or their tenants' invitees, shall injure or damage in any way any portion of the Common Area.
 2. Nuisances No noxious or offensive activities which rise to the level of nuisance, including, but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the Common Areas. Nothing shall be done on or within the Common Area that may be or may become an annoyance or nuisance to the Declarant or Tenants, or that in any way interferes with the quiet enjoyment of the Shopping Center Parcel in such a manner as to rise to the level of nuisance.
 3. Violations As Nuisance Every act or omission in violation of the use provisions of these CC&R's, plans approved by the City of Daly City in conformity therewith, or a license thereunder shall constitute a nuisance and, in addition to all other remedies set forth, may be abated or enjoined by Declarant.

CHAPTER SEVEN: INDEMNIFICATION, INSURANCE & SUBROGATION COVENANTS

- A. Indemnification For Negligence or Misconduct Each Licensee shall be liable to Declarant for any damage to the Common Area or to Shopping Center Parcel that may be sustained by reason of the tortious acts or omissions (including but not limited to the willful misconduct or negligence) of the Licensee or their permitted users, including but not limited to their tenants or sub-tenants, employees, guests, and invitees. Each Licensee agrees to indemnify Declarant, and to hold Declarant harmless from, and to defend Declarant against, any claim for personal injury or property damage by such permitted users. Except that Licensees shall not be responsible to pay any damages against Declarant based solely upon: intentional torts committed by Declarant, grossly negligent acts or omissions by Declarant, or the active negligence of Declarant; nor shall Declarant attempt to pass on any such excepted damages to Licensees as a cost of performance under these CC&R's.
- B. Declarant's Liability Insurance Declarant may obtain and maintain comprehensive public liability insurance insuring the Declarant against any liability incident to the ownership or management of the Common Area of the Shopping Center Parcel for the purpose of protecting Declarant and such insurance shall be deemed a cost of performance.
- C. Licensee's Liability Insurance Tenants shall obtain and maintain such insurance as is required under their respective leases. Otherwise, and as to the owner of the Bowling Alley Parcel, Licensees shall procure at their own expense insurance for liability related to their license interests in the Common Areas of the Shopping Center Parcel with liability limits of not less than \$1,000,000, and upon request of Declarant shall provide declarations pages and the policies themselves. If obtainable on commercially reasonable terms, Declarant shall cooperate with Licensees obtaining a cross-liability or severability-of-interest clause or endorsements. All insurance of Licensees shall be procured at each respective Licensee's sole expense.

- D. *Declarant Has No Obligation to Procure Insurance for Licensees* Declarant shall NOT be obligated to obtain and maintain a master or blanket policy of fire insurance, commercial general liability, or any other form of insurance which would name any Licensee as an insured or additional insured.
- E. *Subrogation Rights* Declarant and its insurer shall have a right of subrogation against any Licensee. To the extent insurance of any Licensee covers occurrences arising out of or related to the Common Areas of the Shopping Center Parcel or the Shopping Center Parcel itself, Licensee and its insurer shall have no rights of subrogation against Declarant.

CHAPTER EIGHT: FINANCING PROTECTIONS

- A. *Mortgages & Deeds of Trust* Declarant may encumber the Shopping Center Parcel with a Mortgage or Deed of Trust. References herein to Mortgages shall apply likewise to Deeds of Trust, and references to Mortgagees shall apply likewise to Holders of Deeds of Trust.
- B. *Subordination of Liens* Any lien created or claimed under these CC&R's is expressly made subject and subordinate to the rights of any first Mortgage that encumbers all or a portion of the Shopping Center Parcel or any part thereof, made in good faith and for value. No such lien shall in any way defeat, invalidate, or impair the obligation or priority of such first Mortgage unless the first Mortgagee expressly subordinates its interest, in writing, to such lien. If the Shopping Center Parcel or any part thereof is encumbered by a first Mortgage made in good faith and for value, the foreclosure of any lien created by any provision in the Declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of the first Mortgage. On acquisition of title to the Shopping Center Parcel or any part thereof pursuant to the remedies in a Mortgage or pursuant to foreclosure, the first Mortgagee shall not be liable for more than six months of the Shopping Center Parcel regular assessments accrued before acquisition of title by the first Mortgagee plus costs related to collection of the unpaid assessments. The subsequently levied assessments or other charges may include previously unpaid assessments, as long as Declarant, including the foreclosure-purchaser and his/her/its successors and assigns, are required to pay their proportionate share as provided in this Section.
- C. *Subordination of these CC&R's and Any Licenses* These CC&R's and any licenses thereunder shall be subordinate to any and all loans, mortgages, deeds of trust, or other financing arrangements made in good faith and fair value, whether presently made, or made in the future, and whether recorded or not.
- D. *Mortgage & Mortgagee Definitions* As used in these CC&R's, a "Mortgagee" shall mean either a mortgagee under a "Mortgage" or the beneficiary under a deed of trust and any holder, governmental guarantor, or insurer of a Mortgage. The term "Mortgage" means a recorded mortgage or deed of trust encumbering the Shopping Center Parcel or any part thereof, which is given as security by Declarant for the payment of money. An institutional Mortgagee is a Mortgagee that is a bank, savings and loan association, mortgage company, credit union, or other entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property or investing in such loans, or any insurance company or pension or profit-sharing trust or any federal or state agency or instrumentality, including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration and the Veterans Administration, or any purchaser of a Mortgage originated by an institutional Mortgagee.

CHAPTER NINE: DISPUTE RESOLUTION

- A. *Judicial Actions* Declarant shall have the power to commence and maintain judicial actions to collect damages and to restrain and enjoin any actual or threatened breach of any provision of these CC&R's, any related plan approved by the City of Daly City, any license under these CC&R's, or for violation of any other rules promulgated by Declarant under these CC&R's or its reserved rights. Licensees agree that damages alone are not an adequate remedy for violations. All complaints seeking

mandatory or prohibitory injunctions must be filed in the Superior Court of California in and for the County of San Mateo or the U.S. District Court for Northern California in San Francisco.

- B. *Small Claims Court* All claims for damages equal to or less than the maximum allowed to be awarded in Small Claims Court (currently \$5,000 per Code of Civil Procedure §116.220, or \$10,000 by a natural person under Code of Civil Procedure § 116.221) shall be commenced in the Small Claims Court Division of the San Mateo County Superior Court.
- C. *Arbitration* Any claims for declaratory relief or damages above the Small Claims Court limit shall, at the election of the plaintiff, be arbitrated. The party requesting arbitration shall submit the names of three arbitrators with any request for arbitration. If one of the arbitrators is not mutually selected within three business days, the party requesting arbitration shall initiate a claim with the American Arbitration Association, JAMS San Francisco, ADR, Services, Inc., or by filing a petition to compel arbitration in court. Any arbitrator selected must be a retired judge with significant experience handling commercial real estate disputes. The cost of arbitration shall be split evenly among the parties until an award on the merits is made. Pursuant to Code of Civil Procedure section 1284.2, the arbitrator shall have jurisdiction and discretion to order that the prevailing party be reimbursed by the losing party for the costs and fees paid to the arbitrator.
- D. *Attorney's Fees Not Recoverable* These CC&R's shall not be construed as authorizing contractual attorney's fees.

CHAPTER TEN: MODIFICATIONS, REVISIONS, AND TERMINATION

- A. *CC&R's Run With the Land* These CC&R's are intended to be binding on Declarant and Declarant's successors and assigns so as to run with the Common Areas of the Shopping Center Parcel.
- B. *Termination* These CC&R's shall terminate if and when the City of Daly City by ordinance or resolution declares that CC&R's are no longer required for the Common Area of the Shopping Center Parcel.
- C. *Revisions & Modifications* Minor or substantial revisions to these CC&R's or plans required thereunder may be made at the request of Declarant, and shall become binding modifications if approved by the City of Daly City. Such revisions may be requested for any reason, and should be liberally approved to address practical problems encountered by Declarant managing the Common Area of the Shopping Center Parcel. The City of Daly City may approve revisions for an interim period to see whether or not the proposed revisions solve a particular problem. A license under these CC&R's shall not be deemed to be a vested right; rights created by these CC&R's are intended to be in the nature of a mere revocable conditional license to use the Common Areas of the Shopping Center Parcel in compliance with these CC&R's and with the understanding that such CC&R's may be modified by the City of Daly City upon the consensual request of the Declarant.
- D. *Maintenance of Documents* These CC&R's and all modifications thereto shall be recorded in the Official Records of San Mateo County with a copy filed with the City Clerk and maintained by the Planning Department. The original copies of such instruments shall be maintained by Declarant. Plans approved by the City of Daly City under these CC&R's shall be maintained by the Planning Department, and may at the election of Declarant be attached as exhibits to these CC&R's or any modifications thereto. Copies of all such documentation shall be available for inspection by the public at the Planning Department.

CHAPTER ELEVEN: NOTICES

- A. Notices Any and all communications required or permitted to be given by the Declarant shall be deemed to be duly made immediately upon delivery by electronic mail, or within three days if delivery by US Mail. Mailing addresses may be changed at any time on written notification to the Declarant. Notices shall be deemed received 48 hours after mailing if mailed to the transferee, by certified mail, return receipt requested, at the following mailing address: 1534 Plaza Lane, Suite 326 Burlingame, CA 94010.

Signature page follows.

IN WITNESS WHEREOF this Declaration is hereby executed as authorized by the Owners of the respective Parcels:

KPC, LLC:

King Plaza Center, LLC, a Delaware limited liability company
Its sole Member

By: 950 King Drive, LLC, a Delaware limited liability company, its sole member

By: _____

Wai Man Ho, Co-Trustee of the Ho Family Trust dated July 1, 1993 Its Sole Member

By: _____

Tammy Ho, Co-Trustee of the Ho Family Trust dated July 1, 1993 Its Sole Member

EXHIBIT A

PROPERTY DESCRIPTION SHOPPING CENTER PARCEL APN 091-175-220

The land referred to is situated in the County of San Mateo, City of Daly City, State of California, and is described as follows:

Being portions of Block 7, as shown on that certain Map entitled "Serramonte, Unit No. 1, Daly City, San Mateo County, California", recorded Jun 17, 1965, in Book 62 of Maps, at Pages 29 to 31, inclusive, in the Office of the County Recorder of the County of San Mateo, and more particularly described as follows:

Beginning at the Westerly end of the 15 Foot radius curve connecting to the Southerly line of Warwick Street with the Westerly line of Shipley Avenue as shown on the Map referenced above; thence Easterly and Southerly along the Westerly line of Shipley Avenue on a curve to the right from a tangent which bears North 87° 30' 00" East, with a radius of 15 Feet, through a central angle of 90°, an arc distance of 23.56 Feet; thence South 2° 30' 00" East 160.84 Feet; thence leaving said Westerly line of Shipley Avenue South 87° 30' 00" West 49.78 Feet; thence South 2° 30' 00" East 6.10 Feet; thence South 87° 30' 00" West 58.10 Feet; thence North 2° 30' 00" West 4.50 Feet; thence South 87° 30' 00" West 5.30 Feet; thence North 2° 30' 00" West 15.50 Feet; thence South 87° 30' 00" West 7.30 Feet; thence South 2° 30' 00" East 15.50 Feet; thence South 87° 30' 00" West 4.40 Feet; thence South 2° 30' 00" East 4.50 Feet; thence South 87° 30' 00" West 28.00 Feet; thence South 2° 30' 00" East 392.04 Feet to a point on the Northerly line of King Drive; thence Westerly, Northerly and Easterly along the Northerly line of King Drive, the Easterly line of Callan Boulevard and Southerly line of Warwick Street on a curve to the left from a tangent which bears North 84° 56' 55" West, with a radius of 660 Feet, through a central angle of 18° 42' 01", an arc distance of 221.94 Feet; thence on a tangent curve to the right with a radius of 30 Feet, through a central angle of 85° 27' 34", an arc distance of 44.75 Feet; thence on a tangent curve to the right with a radius of 710 Feet, through a central angle of 15° 41' 22", an arc distance of 194.42 Feet; thence North 2° 30' 00" West 337.60 Feet; thence on a tangent curve to the right with a radius of 30 Feet, through a central angle of 90°, an arc distance of 47.12 Feet; thence North 87° 30' 00" East 389.86 Feet to the point of beginning.

APN 091-175-220

IPN 091-017-175-15A
091-017-175-18A
091-017-175-19A

Exhibit B

PROPERTY DESCRIPTION
BOWLING ALLEY PARCEL
APN 091-175-200

The land referred to is described as follows: Land situated in the City of Daly City, County of San Mateo, State of California, described as follows:

BEING PORTIONS OF BLOCK 7, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SERRAMONTE, UNIT NO. 1, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", RECORDED JUNE 17, 1965, IN BOOK 62 OF MAPS, AT PAGES 29 TO 31, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN MATEO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY END OF THE 15 FOOT RADIUS CURVE CONNECTING THE SOUTHERLY LINE OF WARWICK STREET WITH THE WESTERLY LINE OF SHIPLEY AVENUE AS SHOWN ON THE MAP REFERENCED ABOVE; THENCE EASTERLY AND SOUTHERLY ALONG THE WESTERLY LINE OF SHIPLEY AVENUE ON A CURVE TO THE RIGHT FROM A TANGENT WHICH BEARS N 87° 30' 00" E, WITH A RADIUS OF 15 FEET, THROUGH A CENTRAL ANGLE OF 90°, AN ARC DISTANCE OF 23.56 FEET; THENCE S 2° 30' 00" E 160.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE OF SHIPLEY AVENUE AND THE NORTHERLY LINE OF KING DRIVE S. 2° 30' 00" E 292.68 FEET; THENCE ON A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 470 FEET; THROUGH A CENTRAL ANGLE OF 12° 57' 10", AN ARC DISTANCE OF 106.25 FEET; THENCE ON A TANGENT CURVE TO RIGHT WITH A RADIUS OF 30 FEET, THROUGH A CENTRAL ANGLE OF 93° 29' 46", AN ARC DISTANCE OF 48.95 FEET; THENCE ON A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 680 FEET; THROUGH A CENTRAL ANGLE OF 08° 53' 51", AN ARC DISTANCE OF 105.60 FEET; THENCE LEAVING THE NORTHERLY LINE OF KING DRIVE AND PROCEEDING N 2° 30' 00" W 392.04 FEET; THENCE N 87° 30' 00" E 28.00 FEET; THENCE N 2° 30' 00" W 4.50 FEET; THENCE N 87° 30' 00" E 4.40 FEET; THENCE N 2° 30' 00" W 15.50 FEET; THENCE N 87° 30' 00" E 7.30 FEET; THENCE S 2° 30' 00" E 15.50 FEET; THENCE N 87° 30' 00" E 5.30 FEET; THENCE S 2° 30' 00" E 4.50 FEET; THENCE N 87° 30' 00" E 58.10 FEET; THENCE N 2° 30' 00" W 6.10 FEET; THENCE N 87° 30' 00" E 49.78 FEET TO THE TRUE POINT OF BEGINNING.

PROPERTY ADDRESS: 900 KING PLAZA, DALY CITY CA 94015

APN: 091-175-200

EXHIBIT C

**SITE PLAN AND PARKING
MANAGEMENT PLAN**

**PARKING MANAGEMENT PLAN
KING PLAZA SHOPPING CENTER**

This proposal allows for shared parking for patrons in Parcels A, A-1, and B.

Patrons and employees of the tenants of Parcel B shall use the Common Area of the Shopping Center in accordance to the terms of the King Plaza Shopping Center 2022 Declaration of Covenants, Conditions, and Restrictions ("these CC&Rs") provided that conditions under these CC&Rs have been met.

This proposal provides 159 unlimited parking spaces, 54 one-hour parking spaces, 93 two-hour parking spaces, 3 twenty minute parking spaces, 8 ADA parking spaces, and 9 loading and unloading parking spaces in the upper lot.

Total on-site vehicle parking spaces provided: 326

Total Required by Ordinance No. 1255: 302

Specific Parking Space Plan (See attached map.):

Section A, B, C (54 spaces) one hour parking, seven days a week, except for 8 ADA, which are unlimited time parking. Note: This is a continuation of the one hour spaces from the initial plan submitted in 1998 by the prior owner. Note: The number of ADA spaces was determined by an ADA consultant.

Section D: (93 spaces) two hour parking, seven days a week.

Section E "Upper Corner Lot" at King Drive and Callan Boulevard (9 spaces) reserved for loading and unloading of delivery vehicles (defined as trucks with 6 axles or more), seven days a week, 7:00am-1:00pm. Manila Oriental Market delivery truck parking: This truck may be parked in the Upper Corner Lot at all hours, on all days, but must be parked in loading and unloading zone space in a manner that does not impede traffic flow. (53 spaces) unlimited parking.

Section E: (106 spaces) unlimited time parking, of which a majority are closest to Classic Bowling.

Section F: Parallel parking (3 spaces) 20 minute time parking, seven days a week, in front of 980 King building closest to King Drive.

Street Parking: (80 spaces) surrounding the Center for employees of both Classic Bowling and King Plaza tenants which are presently unlimited time parking, that are available to employees.

Delivery trucks serving the tenant of Parcel B shall be parked wholly on Parcel B or on the adjacent public street when loading/unloading so as not to impede access to parking and/or the driveways in and to the Common Areas. The times and days for such deliveries shall be under the control of the tenant of Parcel B otherwise.

Large Scale Event Evening Parking: Businesses holding large scale evening events of 200 or more shall provide notice to the Declarant at least seven days prior to the event. Based on the amount of notices

received for that day, the Declarant may determine that such business shall comply with congestion management requirements to provide, at the expense of said business, for valet parking, or require bus, vanpool, or carpool arrangements for their customers.

Employee Parking:

The Declarant shall consult with the San Mateo County Congestion Management Agency on ways to reduce employee parking requirements through use of transportation demand management ("TDM"). Should the Declarant develop a TDM program, Shopping Center tenants and Parcel B tenants will be instructed about the TDM Program, and asked to comply with it.

Employees working at King Plaza Center shall park in the "Upper Corner Lot" at King Drive and Callan Boulevard or on the street in the perimeter parking surrounding the shopping center. Tenants will be required to instruct their employees to refrain from parking in surrounding residential neighborhoods. The owners of the tenants of Parcel B will be asked to instruct their employees to also park in the Upper Corner Lot or on the street in the perimeter parking surround the shopping center, and to refrain from parking in surrounding residential neighborhoods.

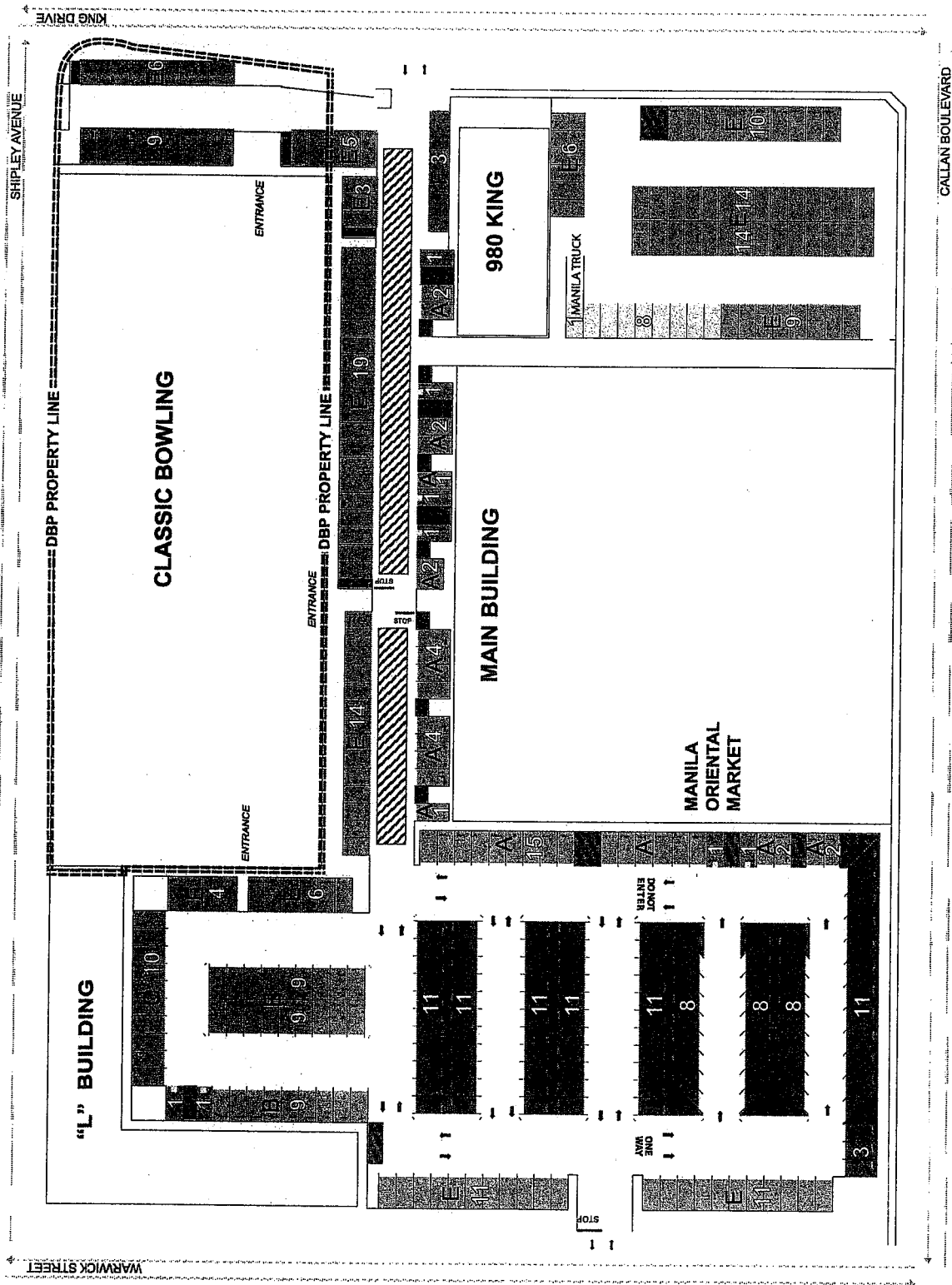
Enforcement Issues:

Time limited parking will be enforced by Declarant or its successor-in-interest.

All of the tenants in the King Plaza Center and the tenants of Parcel B will be notified of parking limits, the fact that parking limits will be enforced, and that vehicles will be towed if they do not comply. The Declarant will post signage regarding parking enforcement and towing as required by law.

Attachment: King Plaza Center – Parking Lot Management Plan/Site Plan

KING PLAZA CENTER - PARKING LOT MANAGEMENT PLAN



LEGEND

ON SITE		Number of Spaces
ADA	Time Limit	8
A, B, C	No Limit	54
D	1 Hour	93
E	2 Hour Limit	159
F	No Limit	3
Loading Zone	20 Minute Limit	9
	8 spaces	
	+1 Manila Truck space	

* 1 Hour Parking.
 ** Three 20 minute limit, plus one ADA as required by Daly City Building Inspector.

No Loading

TOTAL SPACES ON SITE:
326

Note: All ADA spaces have been relocated from the perimeter of the bowling building, allowing more standard parking spaces.

Revision Number: A	Property Address: King Plaza 900 King Drive 950-980 King Drive Daly City, Ca 94015	Project Title: Proposed New Parking Map Plan	Owner Information: King Plaza Center, LLC 1534 Plaza Lane Suite 326 Burlingame, Ca 94010	Page: 1-1
Revision Date: 11.15.2021				

EXHIBIT C

The Reciprocal Easement

In addition to the rights and protections for the Classic Bowling parcel under the 1998 Development Standards, DBP has enforceable rights under a reciprocal easement.

As noted in the history in Exhibit A, the City was reluctant to authorize subdivision of the three parcels and divided ownership because of a concern over how shared parking could be enforced. To resolve that issue, the owners at the time, Litke and DBP, entered into a reciprocal easement. The transfer of title to the properties was conditioned upon execution of the easement. See, Reciprocal Easement, p.2.

The easement guarantees mutual, nonexclusive parking rights across the three parcels. It also provides that maintenance costs would be shared equally. Further, it expressly provides that no fee could be charged for the use of the shared parking.

The easement agreement was signed and notarized by all owners at the time. Litke was supposed to record it, and he says that he gave it to his title company, but it never made it into the County records.

But that does not mean that the easement is not enforceable. Under California law, a written easement is enforceable against everyone who signs it and against future owners if they are made aware of it before title is taken. California Civil Code Section 1217 states clearly: "An unrecorded easement is valid as between the parties and those who have notice thereof."

Here, Litke informed the Ho family of the existence of the reciprocal easement. Ms. Tammy Ho signed a statement acknowledging the easement before escrow closed on the sale of the Shopping Center parcels. Accordingly, the King Plaza parcel owners are bound by the easement.

And the parties have been performing under the terms of the easement since the Hos acquired the Shopping Center parcels in 2007. DBP has paid 50% of the maintenance and improvement costs for the shared parking and common areas, over \$700,000 since the easement went into effect.

The easement guarantees equal access to parking. It does not allow one side to limit the other side's use. It also prohibits one side from charging a fee for the shared parking.

No one expects the Planning Commission to make legal rulings about the enforceability of easements. That is for the courts, and that is why there is litigation between DBP and the King Plaza ownership. But the Commission should be very cautious when considering a parking plan that is not consistent with vested, enforceable private rights.

When evaluating the requested parking plan, CC&Rs, and zoning amendment, the Commission should ask the applicant and staff:

1. Did the Ho family take title to the Shopping Center parcels with knowledge of the existence of the reciprocal easement?
2. Is the reciprocal easement enforceable even if it is not recorded?

3. Can the City approve a parking plan and CC&Rs that are not consistent with the rights of DBP under the reciprocal easement? Are there constitutional limits on what a city can do to alter existing contractual rights?

4. Should the City defer action until after the court case between the parties is concluded?

Attachments: Executed Reciprocal Easement Agreement

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

KAY LOWREY
FIDELITY NATIONAL TITLE COMPANY
50 CALIFORNIA STREET #2950
SAN FRANCISCO, CA. 94111

ESCROW NO. 995052

SPACE ABOVE LINE FOR RECORDER'S USE

APN: 091-175-150 901-175-180 091-175-190

RECIPROCAL EASEMENT AND OPERATION AGREEMENT

This Reciprocal Easement and Operation Agreement is entered into January 11, 1997, to be effective on the date it is recorded in the official records of San Mateo County, by and between DBP INVESTMENTS, a California General Partnership ("DBP"), consisting of Richard A. Bocci, Debra L. Bocci, Mark L. Pender, Mary V. Pender, Robert C. DeVincenzi, Steven DeVincenzi and Janice DeVincenzi, and KING PLAZA PARTNERS, a California general partnership ("KPP"), consisting of Litke Properties, Inc., a California corporation and Mark Litke, as trustee of the Mark Harlan Litke Trust.

R E C I T A L S:

DBP and KPP are the owners of that certain real property located in Daly City, San Mateo County, State of California, more particularly described as Lots A and B, as shown on that certain subdivision map (the "Map"), recorded in Book _____, at Page _____, Official Records

of the San Mateo County, State of California. Concurrently herewith, DBP and KPP have conveyed Parcel A, as shown on the Map, to DBP (the "DBP Parcel"), and Parcel B, as shown on the Map, to KPP (the "KPP Parcel"). The DBP Parcel and the KPP Parcel are sometimes referred to collectively as the "Shopping Center".

DBP and KPP desire to grant to each other mutual and reciprocal easements over their respective parcels for purposes of providing common parking, ingress and egress to each others' parcel and utility service, and to set forth their agreement with respect to the maintenance, repair and operation of certain improvements thereon. ~~The conveyances of Lot A to DBP and Lot B to KPP are subject to the terms and conditions of this Agreement.~~

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) The term "DBP Common Area" shall mean all public and common facilities erected on the DBP Parcel intended for common use, including, but not limited to, entrances, exits, driveways, access roads, parking areas, sidewalks, service drives, directional signs, lighting facilities (excluding lighting attached to buildings constructed on the DBP Parcel), utility services, drainage facilities, landscaped areas (provided such landscaped areas are located inside, about or are adjacent to driveways, sidewalks or parking areas intended for common use), and other facilities and areas intended for common use, as the same may exist from time to time in or on the DBP Parcel, but not including any buildings constructed on the DBP Parcel and refuse receptacles located on the DBP Parcel intended for use solely

by DBP and its tenants. Landscaping located within the DBP Parcel and not inside, about or are adjacent to driveways, sidewalks or parking areas intended for common use shall not constitute part of the DBP Common Area, and shall be the sole responsibility of DBP, subject to paragraph 6.

(b) The term "KPP Common Area" shall mean all public and common facilities erected on the KPP Parcel intended for common use, including, but not limited to, entrances, exits, driveways, access roads, parking areas, sidewalks, service drives, directional signs, lighting facilities (excluding lighting attached to buildings constructed on the KPP Parcel other than lighting attached to the dental building located on the KPP Parcel specifically intended for illumination of the upper parking lot), utility services, drainage facilities, landscaped areas (provided such landscaped areas are located inside, about or are adjacent to driveways, sidewalks or parking areas intended for common use), and other facilities and areas intended for common use, as the same may exist from time to time in or on the KPP Parcel, but not including any buildings constructed on the KPP Parcel and refuse receptacles located on the KPP Parcel intended for use solely by KPP and its tenants. Landscaping located within the KPP Parcel and not inside, about or are adjacent to driveways, sidewalks or parking areas intended for common use shall not constitute part of the KPP Common Area, and shall be the sole responsibility of KPP, subject to paragraph 6.

(c) The term "Permitted Users" shall mean DBP and KPP, their heirs, executors, administrators, assigns, and their partners, tenants, sub-tenants, concessionaires, and their clients, customers, visitors, licensees, invitees and guests, and such service and emergency vehicles

and personnel as shall be necessary or appropriate.

2. Grant of Easements by DBP. DBP hereby grants to KPP non-exclusive easements, appurtenant to the KPP Parcel, as follows:

(a) Utility Easement. A non-exclusive easement and right to use, maintain and repair any utility lines which are within the DBP Common Area and which serve the KPP Parcel either exclusively or together with the DBP Parcel.

(b) Easement for Ingress and Egress. A non-exclusive easement and right to use the entrances, exits and driveways within the DBP Common Area for the purpose of ingress and egress.

(c) Parking Easement. A non-exclusive easement and right to use the parking spaces located within the DBP Common Area for parking; provided, however, that so long as any such parking spaces are reserved for the use of official vehicles, such as police cars, the easement and right to use herein granted shall not include such reserved parking spaces.

3. Grant of Easements by KPP. KPP hereby grants to DBP non-exclusive easements, appurtenant to the DBP Parcel, as follows:

(a) Utility Easement. A non-exclusive easement and right to use, maintain and repair any utility lines which are within the KPP Common Area and serve the DBP Parcel, either exclusively or together with the KPP Parcel.

(b) Easement for Ingress and Egress. A non-exclusive easement and right to use the entrances, exits and driveways within the KPP Common Area for the purpose of ingress and egress.

(c) Easement for Parking. A non-exclusive easement and right to use the parking spaces located within the KPP Common Area for the parking; provided, however, that so long as any such parking spaces are

reserved for the use of official vehicles, such as police cars, the easement and right to use herein granted shall not include such reserved parking spaces.

4. Permitted Use of Easements. The easements herein granted shall be used by and for the benefit and use, in common with others, of Permitted Users, in connection with the lawful use of the DBP Parcel and the KPP Parcel and the activities conducted thereon. Neither party shall charge the other party, or any person claiming under such party, for the exercise of any rights granted under paragraphs 2 and 3. Each party agrees that it shall exercise its rights so as to not interfere with the lawful use of the other's Parcel and the activities conducted thereon, and specifically agrees that it shall not:

(a) construct any permanent improvements on or within the Common Area owned by it, except as specifically permitted hereby;

(b) obstruct or impede vehicular or pedestrian traffic upon or across the parking areas, entrances, exits, driveways, walks or service drives located within the Common Area owned by it; or

(c) prevent or impair the others free use of the Common Area owned by it for the free flow of vehicular or pedestrian ingress to and egress from such other owner's Parcel.

5. Construction of Additional Improvements. Notwithstanding the rights granted in this Agreement, either party shall have the right to construct additional buildings or to expand the existing buildings located on the Parcel owned by such party, provided that (i) such construction is in compliance with the minimum general requirements for parking established by Daly City for the Shopping Center and with any specific parking requirements imposed by Daly City in connection with such construction, (ii) Daly City has specifically approved any

reduction in the number of parking spaces available for use by Permitted Users of both the DBP Parcel and the KPP Parcel, (iii) any utility lines that exclusively serve the other party's Parcel are not disturbed or have been relocated at the sole expense of the constructing party; and (iv) adequate ingress and egress to the other Parcel are provided.

6. Maintenance and Payment of Maintenance Costs and Expenses.

(a) Maintenance and repair of the DBP Common Area and the KPP Common Area shall be performed by DBP and KPP on a rotating basis. KPP shall maintain and repair the DBP Common Area and the KPP Common Area for the balance of the 1996 calendar year; DBP shall provide such services for the 1997 calendar year; and an annual rotation shall continue thereafter, subject to change by mutual agreement. Unless otherwise agreed, the party who has not provided such services for any calendar year shall have the right to provide them for the following year. The DBP Common Area and the KPP Area shall be maintained and repaired so that each Common Area is at all times in good repair, and in safe, sightly and serviceable condition, free and clear of debris. Maintenance and repair shall include, without limitation, resurfacing, repainting and restriping; cleaning, sweeping and other janitorial services; policing and security; purchase, construction and maintenance of refuse receptacles intended for public use (provided that each party shall have the exclusive right to use, and shall be solely responsible for the purchase, construction and maintenance of, refuse receptacles located on their respective Parcels and intended solely for use by such party and its tenants); planting and landscaping; directional signs and other markers; lighting and other utilities; premiums on public liability insurance allocable to the Common Area (as set forth in

paragraph 7), and other acts reasonably necessary for the maintenance and repair of the Common Areas.

(b) DBP and KPP agree that every six months (or such longer period mutually agreed to) they shall meet and determine in good faith the nature, level and quality of the maintenance and repair that will be performed in the subsequent (6) month period (or such longer period mutually agreed to), and to establish a budget for such maintenance and repair, setting forth the anticipated costs of the maintenance and repair ("Common Area Costs") of the DBP Common Area and the KPP Common Area during such period. Common Area Costs do not include the cost of lighting attached to the buildings located on the Parcels, except that the use and maintenance costs of lighting attached to the dental building located on the KPP Parcel specifically intended for illumination of the upper parking lot shall be allocated to Common Area Costs on the basis of reliable data on which such allocation can be based. In addition, DBP and KPP may agree that, at the sole expense of the owner of the Parcel, the party performing maintenance and repair shall also maintain and repair portions of the DBP Parcel and/or the KPP Parcel other than the Common Areas, such as landscaping located within either Parcel and not inside, about or are adjacent to driveways, sidewalks or parking areas intended for common use. DBP and KPP acknowledge that they have met and established the nature and level of, and a budget, for maintenance and repair for the balance of the 1996 calendar year.

(c) Each party shall be responsible for fifty percent (50%) of Common Area Costs, and for one hundred percent (100%) of any agreed to maintenance and repair by the maintaining party of portions of such party's Parcel other than the Common Area. The non-maintaining party

shall pay to the maintaining party the non-maintaining party's share of costs (as set forth in the preceding sentence) paid by the maintaining party within ten (10) days of receiving a written notification from the maintaining party of the amount of such costs, together with copies of reasonable documentation of payment thereof. All payments to be made by either party to the other under this Agreement shall be made by a separate check, and shall not be combined with any other payments being made by one party to the other that are unrelated to this Agreement.

(d) Any disputes over the nature, level or quality of maintenance and repair provided by the maintaining party, or over the amount or allocation of any Common Area Costs shall be resolved as provided in paragraph 14. Disputes over the appropriate level or quality of maintenance and repair shall be resolved, in cases of doubt, in favor of a level that is in the best interests of the Shopping Center as a whole.

(e) KPP shall be solely responsible, at its expense, for the repair and maintenance of all utility lines that provide service exclusively to the KPP Parcel, whether such lines are located on the KPP Parcel or the DBP Parcel. DBP shall be solely responsible, at its expense, for the repair and maintenance of all utility lines that provide service exclusively to the DBP Parcel, whether such lines are located on the DBP Parcel or the KPP Parcel. Any maintenance or repair of utility lines performed by either party on the other's Parcel shall be performed in a manner so as not to unreasonably interfere with the operation and use of such parcel. Each party shall maintain and repair the utility lines located on their respective Parcels that provide service to both Parcels, and the costs of such maintenance and repair

shall be shared and paid for by the parties as Common Area Costs as provided in this paragraph 6.

7. Insurance.

(a) Each party shall at all times maintain comprehensive general liability insurance, including both bodily injury and property damage, covering the Parcel owned by such party with a minimum combined single limit coverage of One Million Dollars (\$1,000,000.00). In addition, such insurance shall extend to any liability arising out of the indemnity set forth in paragraph 9 below. Each party shall deliver to the other certificates of such insurance upon issuance thereof, and thereafter not less than fifteen (15) days prior to the expiration date of the expiring policies. Any policy maintained by a party as required by this paragraph shall provide that it shall not be cancelled or materially amended without at least thirty (30) days notice to the other party.

(b) To the extent available, such comprehensive public liability insurance shall insure the Common Area separate from the buildings located on each Parcel, and each party shall be solely responsible, at its own expense, for comprehensive liability insurance covering such buildings. In the event separate insurance is not available, the parties shall agree on an allocation of the premiums between the Common Area and the buildings for use in the preparation of the budget referred to in paragraph 6.

(c) In addition, each party shall maintain, at its sole expense, fire and casualty insurance, with extended coverage endorsement and coverage against vandalism and malicious mischief, for the full replacement cost of the improvements located on the Parcel owned by such party.

8. Taxes. Neither party shall have the obligation to pay any taxes, assessments or other governmental charges or fees levied or imposed on the Parcel owned by the other party or the improvements located thereon, which shall be the sole responsibility of the party owning the Parcel.

9. Indemnification.

(a) DBP shall indemnify, defend and hold KPP harmless from and against all loss, liability, claims, costs, expenses, damages and lawsuits, including reasonable attorney's fees and other costs and expenses, arising out of or in any way connected with the exercise by DBP, or an Permitted User claiming through DBP, or the rights granted to DBP by this Agreement, unless arising from the negligence or intentional acts or omissions of KPP or any Permitted User claiming through KPP.

(b) KPP shall indemnify, defend and hold DBP harmless from and against all loss, liability, claims, costs, expenses, damages and lawsuits, including reasonable attorney's fees and other costs and expenses, arising out of or in any way connected with the exercise by KPP, or an Permitted User claiming through KPP, of the rights granted to KPP by this Agreement, unless arising from the negligence or intentional acts or omissions of DBP or any Permitted User claiming through DBP.

10. Entirety of Agreement, Amendment. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement may be amended only in writing, executed by the parties hereto.

11. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the

general public or for the general public, it being the intention and understanding of the parties that the rights granted herein shall be limited to and for the purposes herein specified.

12. Transferability; Covenants Running With the Land. DBP and KPP shall have the right to transfer the rights granted under this Agreement only in connection with the transfer of the Parcel owned by such party. Subject to the foregoing, the covenants and agreements contained in this Agreement shall run with the land and be binding on and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, representatives, lessees and all other persons acquiring all or any portion of the Parcels, or any improvements thereon, or any interest therein, whether by operation of law or in any manner whatsoever.

13. Notices. Whenever either party shall desire to give or serve upon the other any notice, demand, request or other communication, each notice, demand, request or other communication shall be in writing and shall be given or served personally or by certified or registered mail, postage prepaid, at the address following each party's signature. All mailed notices shall be considered received twenty-four (24) hours after the date stamped by the post office. If any party desires to change the address to which notices, demands, requests or other communications are to be delivered to it, such party shall give notice of such change in the manner provided herein.

14. Dispute Resolution. (a) Before initiating any formal arbitration proceeding under subparagraph (b), a party shall first make a good faith attempt to obtain agreement on an informal arbitration or mediation procedure that is likely to be efficient, cost-effective and suitable for resolution of the particular dispute, controversy or

claim, including agreement on the selection of the arbitrator or mediator, the scope of the proceeding and particular procedures that will apply. In absence of such agreement after making such good faith effort, or in the event such informal arbitration or mediation procedure is unsuccessful, either party may initiate arbitration proceedings as provided in subparagraph (b).

(b) Following compliance with paragraph (a), any dispute, controversy or claim in law or equity arising out of this Agreement or any resulting transaction shall be decided by neutral binding arbitration in accordance with the rules of the American Arbitration Association, and not by court action except as provided by California law for judicial review of arbitration proceedings. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with California Code of Civil Procedure § 1283.05.

The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waive of the right to arbitration under this paragraph.

"NOTICE: BY INITIALLING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE

COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

DBP's Initials:

SA SP SD SD jd jd
MP MCL L.C.T. L.C.T.

KPP's Initials: _____

15. Due Cooperation. The parties agree to cooperate with each other in good faith and to perform any further acts that may be reasonably required to effectuate the purposes of this Agreement. In the event an issue or dispute arises that is not specifically addressed by this Agreement, it is the intent of the parties that such issue or dispute shall be resolved in accordance with equitable principles in light of the purposes of this Agreement and the best interests of both Parcels.

16. Miscellaneous. In the event that any provision (or provisions) of this Agreement is, or hereinafter is, adjudged to be, for any reason, unenforceable or invalid, it is the specific intent of the parties hereto that the remainder hereof shall subsist and remain in full force and effect. Time is of the essence for the performance of each and every covenant and the satisfaction of each and every condition contained in this Agreement. The headings contained in this Agreement are for the purpose of reference only, and shall not be considered in the construction or interpretation of any provision hereof. This Agreement may be executed in any number of counterparts, each of which is an original, but all of which constitute one agreement.

COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

DBP's Initials: _____

_____ *MP* *MVP.*

KPP's Initials: _____

KK *mk*

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16. Miscellaneous. In the event that any provision (or provisions) of this Agreement is, or hereinafter is, adjudged to be, for any reason, unenforceable or invalid, it is the specific intent of the parties hereto that the remainder hereof shall subsist and remain in full force and effect. Time is of the essence for the performance of each and every covenant and the satisfaction of each and every condition contained in this Agreement. The headings contained in this Agreement are for the purpose of reference only, and shall not be considered in the construction or interpretation of any provision hereof. This Agreement may be executed in any number of counterparts, each of which is an original, but all of which constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement with an intent to be bound hereby as of the date this Agreement is recorded.

DOCUMENT SIGNED IN COUNTERPART

DBP:

DBP INVESTMENTS, a California general partnership

Richard A. Bocci, general partner

Debra Bocci, general partner

Mark L. Pender, general partner

Mary V. Pender, general partner

Robert C. DeVincenzi, general partner

Steven DeVincenzi, general partner

Janice DeVincenzi, general partner

Address for notices:

DBP Investments
c/o Audrey K. Bell, C.P.A.
15 Clarke Drive
San Mateo, CA 94401

[SIGNATURES CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement with an intent to be bound hereby as of the date this Agreement is recorded.

DOCUMENT SIGNED IN COUNTERPART

DBP:

DBP INVESTMENTS, a California general partnership

Richard A. Bocci, general partner

Debra Bocci, general partner

X Mark L. Pender
X Mary N. Pender
X M.V.I.

Mark L. Pender
Mark L. Pender, general partner

Mary N. Pender
Mary N. Pender, general partner

Robert C. DeVincenzi, general partner

Steven DeVincenzi, general partner

Janice DeVincenzi, general partner

Address for notices:

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c/o Audrey K. Bell, C.P.A.
15 Clarke Drive
San Mateo, CA 94401

[SIGNATURES CONTINUED NEXT PAGE]

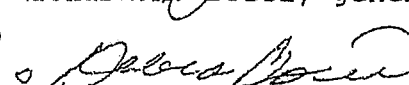
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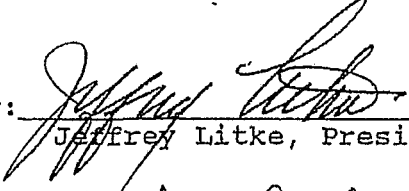
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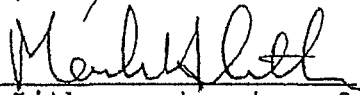
DOCUMENT SIGNED IN
COUNTERPART

KPP:

KING PLAZA PARTNERS, a California
General Partnership

By: LITKE PROPERTIES, INC., a
California corporation, general
partner

By: 
Jeffrey Litke, President

By: 
Mark Litke, as trustee of the Mark
Harlan Litke Trust, general
partner

Address for notices:

King Plaza Partners
c/o Litke Properties, Inc.
1906 Lombard Street
San Francisco, CA 94123

STATE OF CALIFORNIA

County of LOS ANGELES

Title or type of Document RECIPROCAL EASEMENT + OPERATION
Number of Pages 15 Date of Document JAN 11, 1997
Signer(s) Other than named below _____

On FEBRUARY 8, 2000 before me KRISTINE D. SANDOVAL personally appeared
MARK L. PENDER

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by this/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kristine D. Sandoval
Notary Public in and for said County and State

(Seal)



UD01 (Rev. 4/94)

STATE OF CALIFORNIA

County of LOS ANGELES

Title or type of Document RECIPROCAL EASEMENT + OPERATION AG
Number of Pages _____ Date of Document _____
Signer(s) Other than named below _____

On FEBRUARY 8, 2000 before me KRISTINE D. SANDOVAL personally appeared
MARK L. PENDER

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by this/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kristine D. Sandoval
Notary Public in and for said County and State

(Seal)



UD01 (Rev. 4/94)

STATE OF CALIFORNIA

County of SAN FRANCISCO

Title or type of Document RECIPROCAL EASEMENT / OPER
Number of Pages _____ Date of Document 1-11-97 ACT
Signer(s) Other than named below _____

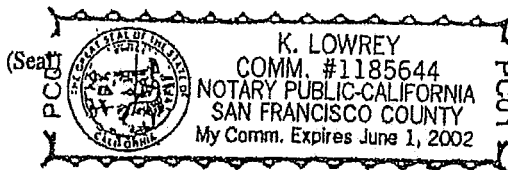
On 1/26/00 before me KAY LOWREY personally appeared
RICHARD A. BOCCI AND DEBRA BOCCI

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by this/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature K. Lowrey
Notary Public in and for said County and State

UD01 (Rev. 4/94)



STATE OF CALIFORNIA

County of SAN FRANCISCO

Title or type of Document RECIPROCAL EASEMENT / OPERAT.
Number of Pages _____ Date of Document 1-11-97 ACT.
Signer(s) Other than named below _____

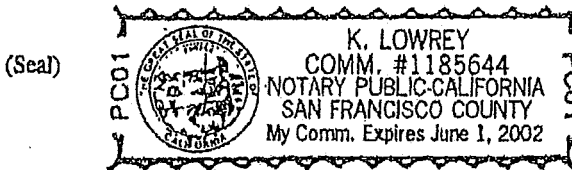
On 1/25/00 before me KAY LOWREY personally appeared
ROBERT C. DEVINCENZI, STEVEN DEVINCENZI AND
JANICE DEVINCENZI

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by this/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature K. Lowrey
Notary Public in and for said County and State

UD01 (Rev. 4/94)



STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On 1-11-97 before me, the undersigned, a Notary Public
in and for said state, personally appeared
JEFFREY LITKE AND MARK LITKE

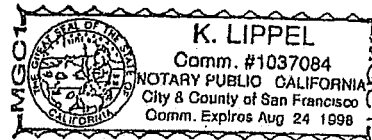
_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Name _____

(typed or printed)



(This area for official notarial seal)

STATE OF CALIFORNIA)
COUNTY OF) ss.

On _____ before me, the undersigned, a Notary Public
in and for said state, personally appeared

_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Name _____

(typed or printed)

(This area for official notarial seal)

EXHIBIT D

Actions and Recommendations of DBP

DBP has not sat by idly as the parking problems worsened. DBP has taken proactive steps to better understand the parking issues and work toward solutions that could alleviate at least some of the excess demand created by the proliferation of food uses. These steps include:

- Hiring a parking engineer, Gary Black. Mr. Black arranged for detailed parking counts under various circumstances (weekday, weekend, with tournament play) and his data has been provided to the King Plaza owners. Mr. Black has advised DBP on potential solutions and drawbacks of the proposed parking management plan.
- Hiring an expert in bowling center operations, Ken Mischel. Mr. Mischel is a recognized authority on how bowling centers operate and how parking restrictions can affect these operations. He has provided his opinions and advice to the King Plaza owners.
- Exploring opportunities for off-site employee parking. DBP investigated an opportunity to lease property from CalTrans that could have been used for employee parking. Unfortunately, that did not pan out, but DBP continues to look for property that could be leased for this use. The King Plaza owners, whose tenants have many more employees, should be doing the same. Increasing employee parking off site would free up more spaces for customers and bowlers alike.
- With the cooperation of the King Plaza owners, initiating an interim parking management plan.
- In order to clarify rights and duties under the reciprocal easement, initiating a lawsuit in San Mateo Superior Court.
- Participating in at least four mediation sessions going back to 2016.
- Through its attorneys, informing the King Plaza owners of the reasons why their proposed parking management plan and CC&Rs is unfair to DBP and cannot be accepted by DBP's partners.

Parking issues are complex, particularly when there is too much demand for available spaces. Viable solutions needed to be generated and vetted by professional engineers. Solutions need to be driven by data, not anecdotes or politics.

To that end, DBP suggests that the City retain a neutral parking engineer who can review the available data and update it as necessary, discuss solutions with the ownership groups and tenants, and make recommendations to the City on how the parking can be improved. At that point, an appropriate zoning amendment may be considered. The cost of the engineer should be shared by the two ownership groups.

As a further measure, the City should consider making food uses in the PD-47 zone a conditional use. That was the protocol when PD-47 was created in 1991 – food uses in the shopping center were limited to 8,158 sq.ft. and any major additions required a use permit. But when the Development Standards were revised in 1998, food uses became a permitted use. Going

forward, reinstituting the conditional use permit requirement would allow the City to exercise more control and limit uses with excessive parking demand.

In the meantime, DBP recommends that the ownership groups continue to abide by their interim settlement agreement. While it is not a permanent solution, it will help to ease some of the problems while the neutral engineer conducts his/her review.

In evaluating these recommendations, the Commission should ask staff:

1. Would the City and owners benefit from having a neutral parking engineer review the available data and make recommendations?
2. Should the proposed zoning amendment be tabled while an engineer completes a review and makes recommendations?
3. What happens if the Planning Commission and City Council do not adopt the proposed zoning amendment? What further processes would the ownership groups need to follow to improve the parking situation?

Attachments:

Letter from DBP partners

Interim Settlement Agreement/Parking Management Plan

August 29, 2022

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

Re: September 6, 2022 Hearing
King Plaza Shopping Center

Dear Commissioners:

This letter is submitted on behalf of DBP, a California general partnership. DBP owns the parcel that is occupied by the Classic Bowling Center. Our ownership group has been involved with the King Plaza properties going back to the 1980's.

Dealing with the parking issues has become a nightmare. In a nutshell, the problems are tied to the expansion of the Manila Market and the increasing number of food uses at the King Plaza shopping center. Back in the early 1990's, food uses were about 15% of the shopping center. That grew to 50% and is now close to 80%. These food uses involve more customers, more employees, and more deliveries, and their peak hours are all about the same. Over time, this has created more demand than parking spaces.

This wasn't supposed to happen. Back in the early days, the bowling center parcel and the two shopping center parcels were owned by an earlier version of DBP. In the 1990's (and after the Loma Prieta earthquake), the shopping center was struggling and Jeffrey Litke came in as a tenant in common to help revive the shopping center and eventually own it while we concentrated on the bowling center.

We went through a long process in the 1990's to get Daly City's approval to divide the property. The bowling center parcel did not have enough parking on that site alone, which wasn't an issue when DBP owned all three parcels. But the City was concerned about what would happen if the parcels were divided – how could shared parking be guaranteed and enforced?

In 1997 and 1998, we came up with a plan that worked. Mr. Litke and DBP entered into a reciprocal easement where we agreed to share parking and maintenance costs on an equal basis.¹ Then, the City adopted Planned Development Standards in 1998 that again required shared parking. An important part of these Development Standards was that the shopping center owned by Mr. Litke was supposed to have a balanced mix of tenant uses, with compatible hours, and he was supposed to be submitting leases to the City so that staff could monitor the tenant mix. It doesn't seem like that happened.

¹ After everyone had signed the easement and it was notarized, Mr. Litke took it to his title company to record, but through an error on their end, the easement was not recorded. This did not come to light until Mr. Litke was in contract to sell the shopping center to the Ho family. But he had Tammy Ho sign a statement acknowledging the easement before escrow closed. At all times, we have performed in accordance with the principles of the easement and have paid our share of the maintenance costs for the shared parking and common areas – over \$700,00.

Things got worse after Mr. Litke sold the shopping center to the King Plaza Center, LLC (owned by the Ho family) in 2007. For whatever reasons, more and more food uses have come into the shopping center, replacing personal service and retail uses that might have different parking demands and different peak hours. Again, it does not appear that the City was allowed to perform its oversight function under the Development Standards. Because food uses with the same peak demand now predominate, parking becomes a huge problem during lunch, dinner, and the weekends.

This is not a good situation for our tenant, Classic Bowling Center. It isn't a good situation for the shopping center tenants, either. But it is not a situation that DBP created or controlled. And we can't have a solution that comes at the expense of our innocent tenant.

We tried to address the problems with the Ho family, without success. Instead, they tried to impose restrictions on the shared parking that we are guaranteed under the easement and under the Development Standards. This led to the filing of a lawsuit for injunctive relief in 2016. Trial is scheduled for November in this case. It seems that the Ho family is trying to pre-empt the court case by having the City adopt a parking plan that is contrary to the easement before the court can act.

DBP has not been idle. We engaged a parking engineer and an expert in bowling operations to help us understand the situation better and look for solutions. We have been looking at sites for off-site parking where employees of Classic Bowl and the shopping center could park to free up more spaces for customers and bowlers. We went to mediation with the Ho family several times, but were unable to reach an agreement. We did agree to a temporary parking management plan and put it in place, but the Hos would not renew it and instead have pursued their plan for time limits on many of the shared spaces.

The proposed time limits on many spaces near the bowling center would be a disaster for our tenant and would likely drive it out of business. That would not be a fair solution to a problem not of our making.

We did ask the Bowling Center employees to park in the upper lot for a time, as the proposed plan suggests. But they kept getting notes that their cars were interfering with deliveries. So it is questionable whether the part of the proposed plan for untimed parking in this area would be workable.

What can be done? First and foremost, the City needs current data on parking usage and numbers of employees and it needs to have objective professional advice from a qualified parking engineer. Then, the engineer can make recommendations based on facts and professional experience, not politics or anecdotes or pleas from merchants. DBP is willing to pay for half of the consulting fees for this effort.

While this process is going on, the ownership groups should agree to return to the interim agreement that we had in place. Although it is not perfect and is not a long-term solution, it did have some positive effect.

Third, City staff should explore ways to achieve a more balance tenant mix at the shopping center, as envisioned by the 1998 Development Standards.

What the City should **not** do is approve the proposed Parking Management Plan and CC&Rs before you, even on an interim basis. Even in a short period of time, frustration from bowlers who cannot find an untimed space or who have their cars towed from a timed space can cause leagues and tournaments to relocate, and that business is unlikely to come back. That would not be fair to the Classic Bowl, which is already the victim of the shopping center's failure to live up to the Development Standards.

We are providing you with a great deal of information to support our position. The City needs even more information in the form of parking counts and engineering opinions to come to a just decision. Let's be sure that all decisions made are driven by data and professional expertise.

We will be present for the hearing on September 6 to answer any questions. Thank you for considering our position.

Sincerely,


General Partner, DBP

August 29, 2022

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

Re: September 6, 2022 Hearing
King Plaza Shopping Center

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Interim Settlement Agreement

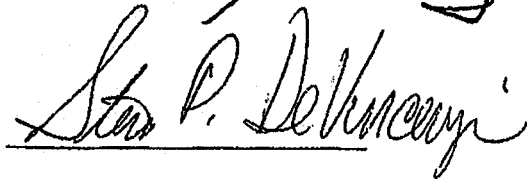
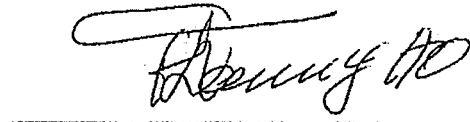
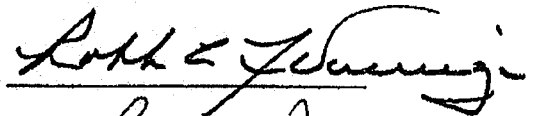
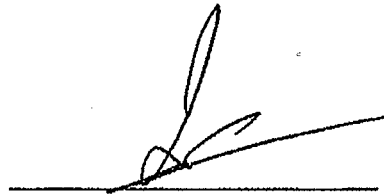
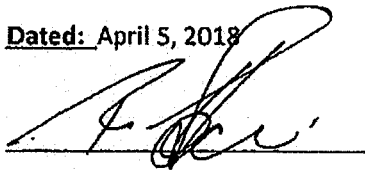
1. Sec. A B, C (28 Spaces). 1 Hour Parking Monday through Sun, all day.
 2. Sec. D (center of upper lot). Large trucks loading and unloading Monday through Friday, 8am to 5pm. After 5 pm regular parking for cars, no large trucks loading and unloading, blocking any of these parking spaces.
 3. Sec. E (North boundary of upper lot). Large trucks loading and unloading Monday through Friday 8 am to 5 pm. After 5 pm regular parking, No large trucks loading and unloading or parking at all in the upper lot.
 4. Upper lot on Saturday. Parking for automobiles and there is an expectation that there might be one or two deliveries on Saturday morning, between 8 am and 1 pm for the market. On those occasions the delivery truck will unload after parking between parked cars and not hinder any of the parking spaces for cars.
 5. Upper Lot, White Truck. The market needs to park its white truck on the upper lot. The market agrees to park the truck so it does not affect flow of traffic for parking cars, so it will be parked next to the wall close to the ramp which leaves the rest of the upper lot for parking by customers.
 6. Sec. F (Three spaces in front of dental building). Regular parking, no time limits.
 7. Sec. G (16 spaces across from the bowling alley). Southern 8 spaces are 1 hour parking, Monday through Saturday, 8am to 6:30 pm)
 8. Sec. G (16 spaces across from the bowling alley). Northern 8 spaces regular parking, no time limits.
 9. The rest of the parking lot other than A, B, C, D, E, F, and G. Regular parking, no time limits.
-

- A. A final settlement, if reached, will be presented to Daly City as a "Parking Plan" and submitted for approval to the Planning Department.
- B. "CAM" reports will be delivered to the bowling alley quarterly, with payment due in 30 days.
- C. There is an undisputed right to tow any vehicle from the 1 hour parking spaces, after that vehicle exceeds 1 hour in the parking space.
- D. The parking lot is often filled over capacity (except for times listed in Sec. 2 and 3 above) those approximately 60 spaces in the upper lot might provide enough parking to

accommodate the parking for all uses. The parties will test this over the life of this Interim Agreement to see if this resolves some of the parking problems.

- E. This agreement is an interim agreement and the parties agree to check in with the mediator in 90 days to see if there needs to be anything adjusted to make this arrangement work better for all parties. This report can be given to the mediator by phone, in person or in writing.
- F. It is expected that the parties will enter into a final settlement agreement within 6 months. They will schedule with the mediator another session to arrange for a final mediation and a signed agreement. If no final agreement is reached, this Interim Agreement will terminate.
- G. The lawsuit is stayed pending this interim settlement and the trial date will be continued. If either side wants to end the stay earlier, then it needs to give the mediator and the other party 30 days notice that the stipulated stay will be lifted.
- H. There is an unrecorded easement on this property and no party has the original document, but a copy exists in the Daly City files. When there is a final agreement, the lawyers will find a way to record this copy (or another original) so that this part of the dispute is permanently resolved.
- I. If there are any disputes, during this Interim Agreement, they will be brought before Judge Cahill (in as inexpensive form as possible) and he will act, if the parties agree, as an arbitrator on any dispute.
- J. This agreement is not enforceable under CCP 664.6 and is inadmissible for any purpose because it is protected by the mediator's privilege.

Dated: April 5, 2018



PARKING MANAGEMENT PLAN
KING PLAZA SHOPPING CENTER

This proposal allows for shared parking for patrons in Parcels A, A-1, and B.

Patrons and employees of the tenants of Parcel B shall use the Common Area of the Shopping Center in accordance to the terms of the King Plaza Shopping Center 2022 Declaration of Covenants, Conditions, and Restrictions (“these CC&Rs”) provided that conditions under these CC&Rs have been met.

This proposal provides 159 unlimited parking spaces, 54 one-hour parking spaces, 93 two-hour parking spaces, 3 twenty minute parking spaces, 8 ADA parking spaces, and 9 loading and unloading parking spaces in the upper lot.

Total on-site vehicle parking spaces provided: 326

Total Required by Ordinance No. 1255: 302

Specific Parking Space Plan (See attached map.):

Section A, B, C (54 spaces) one hour parking, seven days a week, except for 8 ADA, which are unlimited time parking. Note: This is a continuation of the one hour spaces from the initial plan submitted in 1998 by the prior owner. Note: The number of ADA spaces was determined by an ADA consultant.

Section D: (93 spaces) two hour parking, seven days a week.

Section E “Upper Corner Lot” at King Drive and Callan Boulevard (9 spaces) reserved for loading and unloading of delivery vehicles (defined as trucks with 6 axles or more), seven days a week, 7:00am-1:00pm. Manila Oriental Market delivery truck parking: This truck may be parked in the Upper Corner Lot at all hours, on all days, but must be parked in loading and unloading zone space in a manner that does not impede traffic flow. (53 spaces) unlimited parking.

Section E: (106 spaces) unlimited time parking, of which a majority are closest to Classic Bowling.

Section F: Parallel parking (3 spaces) 20 minute time parking, seven days a week, in front of 980 King building closest to King Drive.

Street Parking: (80 spaces) surrounding the Center for employees of both Classic Bowling and King Plaza tenants which are presently unlimited time parking, that are available to employees.

Delivery trucks serving the tenant of Parcel B shall be parked wholly on Parcel B or on the adjacent public street when loading/unloading so as not to impede access to parking and/or the driveways in and to the Common Areas. The times and days for such deliveries shall be under the control of the tenant of Parcel B otherwise.

Large Scale Event Evening Parking: Businesses holding large scale evening events of 200 or more shall provide notice to the Declarant at least seven days prior to the event. Based on the amount of notices

received for that day, the Declarant may determine that such business shall comply with congestion management requirements to provide, at the expense of said business, for valet parking, or require bus, vanpool, or carpool arrangements for their customers.

Employee Parking:

The Declarant shall consult with the San Mateo County Congestion Management Agency on ways to reduce employee parking requirements through use of transportation demand management (“TDM”). Should the Declarant develop a TDM program, Shopping Center tenants and Parcel B tenants will be instructed about the TDM Program, and asked to comply with it.

Employees working at King Plaza Center shall park in the “Upper Corner Lot” at King Drive and Callan Boulevard or on the street in the perimeter parking surrounding the shopping center. Tenants will be required to instruct their employees to refrain from parking in surrounding residential neighborhoods. The owners of the tenants of Parcel B will be asked to instruct their employees to also park in the Upper Corner Lot or on the street in the perimeter parking surround the shopping center, and to refrain from parking in surrounding residential neighborhoods.

Enforcement Issues:

Time limited parking will be enforced by Declarant or its successor-in-interest.

All of the tenants in the King Plaza Center and the tenants of Parcel B will be notified of parking limits, the fact that parking limits will be enforced, and that vehicles will be towed if they do not comply. The Declarant will post signage regarding parking enforcement and towing as required by law.

Attachment: King Plaza Center – Parking Lot Management Plan/Site Plan

KING PLAZA CENTER - PARKING LOT MANAGEMENT PLAN



LEGEND

ON SITE

	Time Limit	Number of Spaces
ADA	No Limit	8
* A, B, C	1 Hour	54
D	2 Hour Limit	93
E	No Limit	159
** F	20 Minute Limit	3
Loading Zone	8 spaces +1 Manila Truck space	9

* 1 Hour Parking.

** Three 20 minute limit, plus one ADA, as required by Daly City Building Inspector.

 No Loading

TOTAL SPACES ON SITE:
326

Note: All ADA spaces have been relocated from the perimeter of the bowling building, allowing more standard parking spaces.

Revision Number: **A**

Revision Date: 11.15.2021

Property Address:
King Plaza
900 King Drive
950-980 King Drive
Daly City, Ca 94015

Project Title:
Proposed New Parking Map Plan

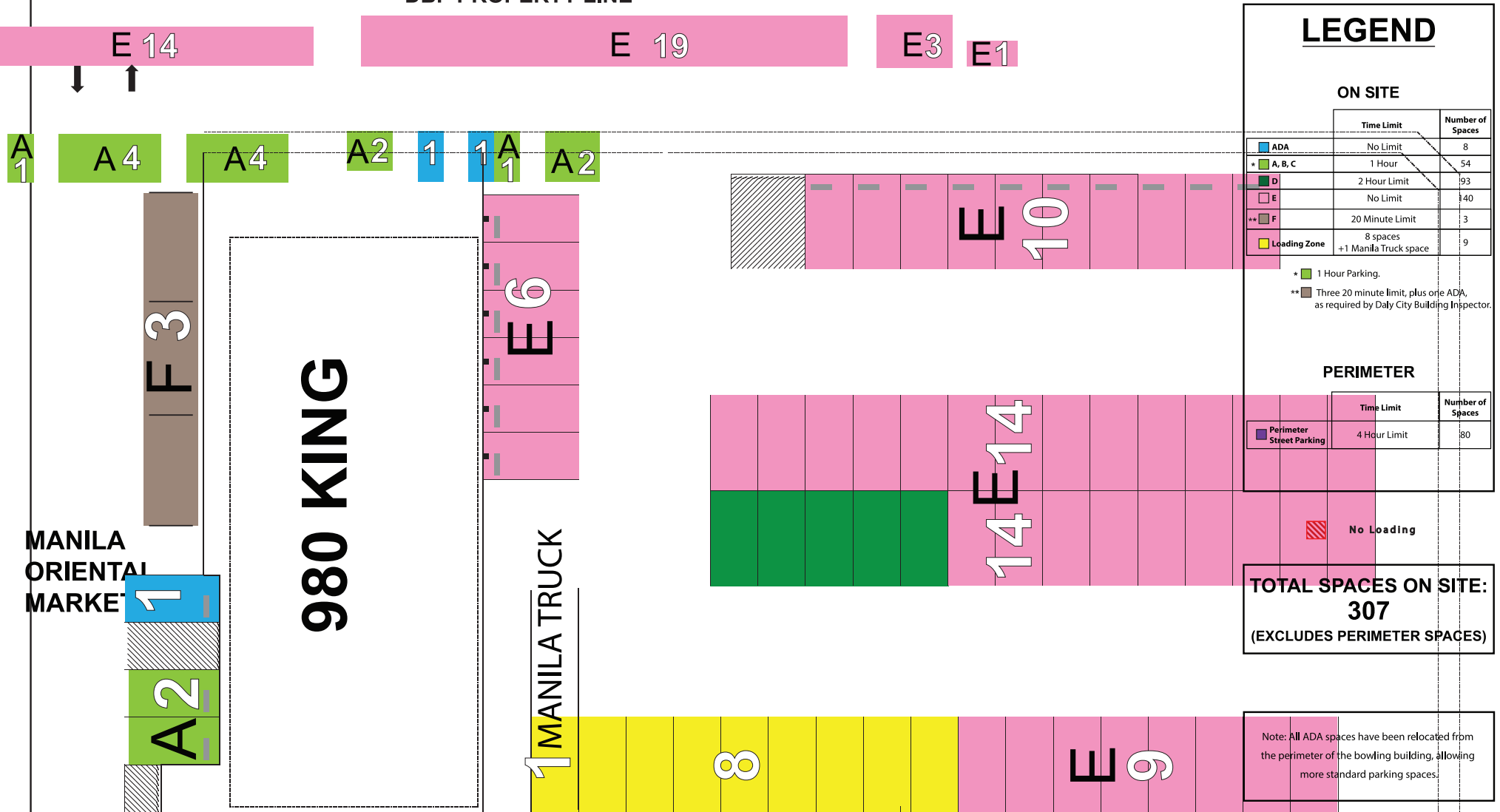
Owner Information:
King Plaza Center, LLC
1534 Plaza Lane
Suite 326
Burlingame, Ca 94010

Page:
1 - 1

KING PLAZA CENTER - PARKING LOT MANAGEMENT PLAN

ENTRANCE

DBP PROPERTY LINE



Revision Number: A
Revision Date: 04.27.2021

Property Address:
King Plaza
950 King Drive
Daly City, Ca 94015

Project Title:
Proposed New Parking Map Plan

Owner Information:
King Plaza Center, LLC
1534 Plaza Lane
Suite 326
Burlingame, Ca 94010

Page:
1 - 1

KING PLAZA SHOPPING CENTER 2022 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

CHAPTER ONE: GENERAL PROVISIONS

- A. *Name of Instrument* This instrument may be referred to as the "King Plaza Shopping Center 2022 Declaration of Covenants, Conditions, and Restrictions." This instrument is herein referred to as "these CC&R's." These CC&R's shall also be construed to include any plan submitted by Declarant and approved by the City of Daly City pursuant to these CC&Rs.
- B. *Declarant* "Declarant" is King Plaza Center, LLC, a Delaware limited liability company. For purposes of construing these CC&R's, the term "Declarant" shall include any transferee, successor, or assignee of King Plaza Center, LLC, including but not limited to a transferee, successor, or assignee by operation of law or a "Mortgagee" acquiring Declarant's interest in the Development by foreclosure or by deed in lieu of foreclosure. The term "Mortgagee" as used herein is defined in Chapter 8, Section D.
- C. *Shopping Center Parcel* Declarant is the owner of that certain real property located in the City of Daly City, San Mateo County, State of California, more particularly described as shown on that Description of Property attached hereto as **Exhibit "A"** and incorporated by reference herein, commonly known as 950-980 King Drive, Assessor Parcel Number 091-175-220, being 4.279 acres, referenced as the "Shopping Center Parcel" herein. The Shopping Center Parcel includes land referenced as Lot A and Lot A-1 in City of Daly City Ordinance 1255 adopted on April 27, 1998.
- D. *Tenants* "Tenants" are those persons and entities who now or in the future possess leasehold interests in the Shopping Center Parcel pursuant to written leases with Declarant.
- E. *Common Areas* "Common Areas" as used herein means all realty and improvements in or to the Shopping Center Parcel that are not leased to any Tenants and that are designated by Declarant for the joint use and benefit of Declarant and all Tenants, specifically including all parking areas, access roads, driveways, entrances and exits, retaining walls, landscaped areas, truck service-ways, loading docks, pedestrian malls, courts, stairs, ramps, sidewalks, exterior stairs, utilities and related utility lines and meters, and on-site and off-site signs identifying or advertising the Shopping Center.
- F. *Bowling Alley Parcel* The "Bowling Alley Parcel" is the property commonly known as 900 King Drive, also located in the City of Daly City, San Mateo County, State of California, more particularly described as shown on that Description of Property attached hereto as **Exhibit "B"** and incorporated by reference, and identified by Assessor Parcel Number 091-175-200. Said parcel is improved with a structure that contains a bowling alley operating under a conditional use permit. Upon information and belief, the Bowling Alley Parcel is currently owned by DBP Investments, a California General Partnership.
- G. *Prior Subdivision & Certificate of Compliance* The Shopping Center Parcel and Bowling Alley Parcel were created by the division of three parcels (former Assessor Parcel Numbers 091-175-190, 091-175-150, and 191-175-180) into two parcels as evidenced by that certain Certificate of Compliance recorded in the Official Records of San Mateo County on September 25, 2000 as document number 2000-118884. Said Certificate of Compliance states on its face that it "is subject to the findings and conditions of Minor Subdivision MS97-1 and resolution 98-26 of the City of Daly City."
- H. *Purpose* Declarant's purpose in executing these CC&Rs is to govern the Common Areas of the Shopping Center Parcel, to enhance, maintain, and protect the value and attractiveness of the Shopping Center Parcel, and to otherwise comply with the requirements of the aforementioned Certificate of Compliance, including the findings and conditions of Minor Subdivision MS97-1 and Resolution 98-26, as well as City of Daly City Ordinance 1255. The provisions of these CC&R's and any licenses thereunder shall be liberally construed to effect its purpose.

- I. Bowling Alley CC&R's It is anticipated that the owner of the Bowling Alley Parcel will submit CC&R's for approval of the City of Daly City as to covenants, conditions, and restrictions applicable to the Bowling Alley Parcel. These CC&R's do not purport to regulate the Bowling Alley Parcel and shall not be so construed.
- J. No CID Intended Declarant does *not* intend these CC&R's to be a plan of Shopping Center Parcel ownership that is a common interest development under California Civil Code §6534, and does *not* intend that their ownership be governed by the California Commercial CID Act (Cal. Civil Code §§6500 *et seq.*). Other than the rights granted and restrictions set forth herein, no other rights or restrictions are contemplated, and no plan of joint ownership, partnership or joint venture is intended to be created.
- K. Declarant's Reservation of Rights All rights not expressly granted by these CC&R's are reserved to Declarant. Said rights include, but are not limited to, all rights to future development of the Shopping Center Parcel pursuant to all relevant zoning and building codes as may now apply or hereafter beneficially apply to the Shopping Center Parcel, and these CC&Rs do not and are not intended to restrict the rights to so develop the Shopping Center Parcel.
- L. Effective Upon Approval & Recording by Declarant This instrument is not effective unless (1) approved by the City of Daly City as required by the aforementioned Certificate of Compliance, and (2) recorded by Declarant in the Official Records of San Mateo County.
- M. No Waivers Failure to enforce any provision of these CC&R's shall not constitute a waiver of the right to enforce the provision thereafter.

CHAPTER TWO: NON-EXCLUSIVE LICENSES

- A. License Offer to Tenants of Shopping Center Parcel Declarant offers Tenants of the Shopping Center Parcel, solely during the terms of their respective leases, a non-exclusive license to use the Common Areas of the Shopping Center Parcel during such period for ingress and egress, and the parking of vehicles, subject to the covenants, conditions, and restrictions below.
- B. License Offer to Owners of Bowling Alley Parcel Declarant offers the Owner of the Bowling Alley Parcel, solely for so long as the Bowling Alley Parcel is used exclusively as a Bowling Alley pursuant to a valid conditional use permit from the City of Daly City, a non-exclusive license to use the Common Areas of the Shopping Center Parcel during such period for ingress and egress, and the parking of vehicles, subject to the covenants, conditions, and restrictions below.
- C. Exclusive Manner of Acceptance of Offer; Licensees The exclusive manner of acceptance of said license is as follows: The prospective licensee must deliver to Declarant a notarized statement that the licensee and all tenants of licensee agree to be bound by these CC&R's and said statement must be acknowledged and accepted in writing by Declarant, with a copy provided to the licensee. The holder of a written license under these CC&R's is referred to as a "Licensee" herein.
- D. Scope of License Includes Employees and Customers Licensees may permit their employees and customers to use the Common Areas of the Shopping Center Parcel for ingress and egress, and the parking of vehicles during any such employees' actual shift of work and during any such customers' actual patronage of Licensee's business, subject to these CC&R's. As to the owner of the Bowling Alley Parcel, it may permit use of the license by any tenant and employees and customers of its tenant, subject to these CC&R's. However, for purposes of enforcing these CC&R's and any license thereunder, any violations of these CC&R's, or a license thereunder by a permitted user shall be deemed to be a violation by the Licensee.
- E. No Third Party Beneficiaries These CC&R's are solely intended to benefit Declarant and Licensees; no one except Declarant has standing to enforce these CC&R's.
- F. License Subject to Government Approved Regulations & Modifications Any and all use related to the

parking of vehicles shall be subject to parking management plan approved by the City of Daly City. Said plans may be subsequently revised by Declarant upon application to and approval by the City of Daly City for good cause, including but not limited to changed circumstances, ineffectiveness, or enforcement difficulties. Said plans shall be executed by Declarant.

- G. *License Is Conditional* These CC&R's shall not be construed as extending the leasehold interest of any Tenants, or as granting an easement to any Licensee or other user; rights created by these CC&R's are intended to be in the nature of a mere conditional license to use the Common Areas of the Shopping Center Parcel in compliance with these CC&R's that may be revoked by Declarant for good cause, including but not limited to failure to abide by conditions of, or a material breach of these CC&R's. For example, good cause for revocation includes but is not limited to failure to pay fees required hereunder in a timely manner.
- H. *Licenses Not Transferrable* Licenses are not transferrable or assignable. Any purported transfer or assignment of a license shall be null and void and shall automatically null and void the license itself.
- I. *Declarant Has No Interest in Bowling Alley Parcel* These CC&R's shall not be construed as granting any interest whatsoever in the Bowling Alley Parcel to Declarant who hereby confirms that the owner of the Bowling Alley Parcel retains the exclusive rights to the Bowling Alley Parcel and may restrict parking on said Bowling Alley Parcel to customers of the Bowling Alley or as otherwise desired, subject to approval of the City of Daly City pursuant to the aforementioned Certificate of Compliance. Declarant likewise has no maintenance and repair obligations, or reimbursement responsibility, whatsoever with respect to the Bowling Alley Parcel.
- J. *Owner of Bowling Alley Parcel May Terminate the License At-Will Upon Notice* The owner of the Bowling Alley Parcel may terminate its license under these CC&R's at any time and for any reason by delivering a notarized notice of termination a 30 days advance notice to Declarant. However, such notice of termination shall not relieve Declarant from any accrued liability arising under these CC&R's or any license thereunder, nor any tort liability.
- K. *Declarant May Revoke License for Good Cause* Declarant may revoke any license for good cause which includes but is not limited to a Licensee's failure to abide by rules and regulations established by these CC&R's; a Licensee's commission of waste, nuisance, intentional torts, or crimes upon the Common Areas of the Shopping Center Parcel; or a Licensee's failure to meet conditions of, or material breach of, its License, especially but not limited to its failure to make required payments. If a license is revoked or terminated for good cause, these CC&R's shall not be construed so as to require Declarant to re-issue a license to that Licensee or any transferee, assignee, or successor in interest of that Licensee.

CHAPTER THREE: COVENANTS OF DECLARANT

- A. *Common Area Maintenance Standards* Declarant covenants that the Common Areas of the Shopping Center Parcel shall be maintained at all times in good repair, and in safe, sanitary and serviceable condition and free and clear of debris. Common Area maintenance and repair shall include, without limitation, resurfacing, repainting and restriping of the paved areas, cleaning, sweeping and other janitorial services; garbage control; policing and security; planting and landscaping; directional signs and other markers; lighting; utilities serving the Common Area; premiums on public liability insurance allocable to the Common Area; parking management devices and services; other management services allocable to the Common Area; and other expenses reasonably necessary for the maintenance and repair of the Common Area as specified in these CC&R's, as otherwise may be required by plans submitted by Declarant, or as required in the reasonable business judgment of Declarant. Declarant may hire agents including but not limited to a professional property and/or parking management company to perform its duties under these CC&R's and any license hereunder.
- B. *Site Plan, Parking and Circulation Plan, & Parking Management Plan* A depiction of Declarant's approved Site Plan and Parking Management Plan applicable to the Common Areas of the Shopping

Center Parcel is attached as **Exhibit "C"** hereto. The Site Plan, including all significant physical structures and improvements are depicted. The Parking Management Plan, including all sidewalks, cross-walks, driveways, roadways, traffic control signs, fire lanes, and parking spaces are also depicted, as well as any applicable parking restrictions (disabled spaces, time-limited spaces, loading zones, etc.). All deliveries shall be made in accordance to the Parking Management Plan. Parking spaces for disabled persons are scattered throughout as required by law. The Common Areas shall not be used for parking and operation of motor homes or recreational vehicles and equipment, nor shall the Common Areas be used for overnight parking except as approved in the Parking Management Plan.

- C. *Employee Parking Program* All employees of Licensees shall be encouraged to take public transportation, ride-share, car pool, or bicycle to work. All employees of Licensees who drive to work shall preferably park their vehicles on the public street. If public street parking is not available upon arrival, all employees of Licensees who park on the Shopping Center Parcel must park in the upper lot furthest from Shopping Center and Bowling Alley businesses. Declarant may require Licensees to report the license plate numbers of all employees working on such Licensees' property and may require all employees to affix a decal or other marker on or in their vehicle.
- D. *Garbage Plan* Declarant's garbage plan is as follows:
1. *Licensee Garbage Bins* All Licensees shall be solely responsible for disposing of garbage generated from their own businesses in garbage bins. Said garbage bins shall be located on the respective properties (leased or owned) of Licensees, unless Licensee has obtained the express written consent of Declarant to locate garbage bins at a specific location within the Common Areas. Licensee garbage bins shall be enclosed or covered, kept reasonably free of vermin, and such bins and enclosures shall be bought or constructed at Licensee's own expense.
 2. *Public Garbage Cans* Declarant shall maintain covered garbage cans for incidental public use of customers throughout the Shopping Center Parcel and shall empty such cans on a regular (at least bi-weekly) basis. Declarant may require any Licensee that is reasonably perceived to generate excessive public garbage (e.g. a coffee shop that serves beverages in disposable cups) to maintain one or more public garbage cans provided by Declarant for public use in Common Areas on or about the vicinity of the Licensees business or at locations where that business's garbage is commonly found, and to empty said cans upon a regular daily schedule. To minimize vermin, no public cans shall be uncovered.
- E. *Enforcement Plan* Declarant covenants to enforce these CC&R's and all plans it submits hereunder that are approved by the City of Daly City. Enforcement shall include requiring Licensees to affirmatively consent to these CC&R's in writing, and may include without limitation such discretionary other remedies as providing warning notices to violators; towing the vehicles of violators in a manner consistent with California law; surcharging Licensees for the cost of security to deter crime reasonably perceived to be associated with the customers of any Licensee; suing Licensees and/or their invitees for damages, indemnity, or subrogation related to torts; requiring Licensees to hire and use valet services, bus services, ride-share services, or off-site parking locations during special events that are anticipated to draw more than a specified number of people; and temporarily suspending repeat-offenders or permanently banishing persistent repeat-offenders from using all or parts of the Common Areas of the Shopping Center Parcel.
- F. *Cumulative Remedies* Every remedy provided in these CC&R's shall be cumulative and not exclusive. Failure to exercise any remedy provided for in these CC&R's shall not, under any circumstances, be construed as a waiver of the remedy.

CHAPTER FOUR: LICENSE FEES CONDITIONS

- A. *Tenants Obligation to Reimburse Declarant's Cost of Performance* The rent paid by Tenants shall be deemed to include their license fee, and lease provisions related to common area maintenance costs

will be deemed to extend to include the Common Area of the Shopping Center Parcel. However, if not otherwise specified in said leases, and as to all new leases or lease renewals, Tenants shall be obligated to pay the reasonable cost of performance by Declarant of its duties under these CC&R's. The cost of performance includes all matters reasonably arising under or related to these CC&R's and any licenses thereunder, including but not limited to expenses incurred with respect to repair and maintenance, management fees, insurance, and the cost of enforcement including but not limited to attorney's fees. If Declarant manages the Common Area of the Shopping Center Parcel directly the management fee shall be ten percent of expenses incurred. The "cost of performance" shall otherwise be liberally construed in favor of Declarant and deference shall be given to Declarant's reasonable business judgment. As among Tenants, one hundred percent of the cost of performance shall be apportioned as specified in their respective leases.

- B. License Fee of Owner of Bowling Alley Parcel The owner of the Bowling Alley Parcel shall pay an annual license fee. The minimum license fee shall be \$96,000 for base year 2022. Thereafter, the license fee shall be updated annually by multiplying the then existing License Fee by the greater of percentage increase in a) the San Francisco-Oakland-San Jose Consumer Price Index for All Urban Consumers (CPI-U) or b) the Producer Price Index by Commodity: Special Indexes: Construction Materials over the immediately preceding year or c) such other similar index as determined by the Licenser if the preceding indices are not in use at the time; however, said percentage change shall not be lower than zero percent (0%). The annual increase shall be based upon end of calendar year (*i.e.* December) index reports.

C. Billing & Deadlines

1. Tenants Declarant shall periodically bill Tenants (monthly, quarterly, or annually). The period shall be determined as specified in the respective leases of the Tenants, if applicable. To the extent possible, Declarant shall use best efforts to bill all Licensees at the same time. The payment deadline of Tenants shall be as stated in their respective leases, if applicable. Otherwise, the payment deadline shall be ten calendar days after delivery of the bill by email, or after the post-mark if delivered by U.S. Mail and simple (non-amortized) interest at the legal rate for contracts shall begin accruing immediately thereafter pursuant to Civil Code section 3287 at the legal rate under Civil Code section 3289 (currently ten percent).

2. Owner of the Bowling Alley The annual license fee of the owner of the Bowling Alley shall be due no later than April 1. Simple (non-amortized) interest at the legal rate for contracts shall begin accruing immediately thereafter pursuant to Civil Code section 3287 at the legal rate under Civil Code section 3289 (currently ten percent). No bill shall be required, but Declarant shall confirm the amount owing within three business days if requested.

3. Time Is of the Essence Time is of the essence as to all payment deadlines mentioned in this Chapter.

- D. Timely Payment Is a License Condition The consequence to Tenants of non-payment, partial payments, or late payments shall be as stated in their respective leases, if applicable. Otherwise, and in the case of the owner of the Bowling Alley Parcel, timely payment is both a condition and covenant of every license issued under these CC&R's. The failure of a Licensee to make timely payment shall constitute good cause for Declarant to temporarily revoke or permanently terminate said license by delivering notice of the same to Licensee. Any actual waiver under this paragraph on one or more occasions shall never be construed as a permanent waiver or estoppel as to future defaults.

CHAPTER FIVE: DECLARANT'S RESERVED RIGHTS

- A. Declarant Rulemaking Declarant may make any rules for the benefit of the Common Areas of the

Shopping Center Parcel or that are necessary and proper to carry out these CC&R's, provided that they are not inconsistent with these CC&R's, resolutions, and ordinances. For example, and among other things, all Licensees shall be subject to the following rights and restrictions:

1. The right of Declarant to regulate the use any other facility of the Common Area of the Shopping Center Parcel and to adopt and enforce rules relating thereto.
2. The right of Declarant to adopt and enforce rules on the control and use of any driveways, sidewalks, entryway, and paving areas located on or across the Common Areas, including the right to regulate the kind of motorized or non- motorized vehicles, the speed of vehicles, and the parking of vehicles on such roadways or on the Common Areas. The Declarant is authorized to delegate to a municipality or other governmental entity or to contract with any private security or parking management company or private patrol company to exercise its authorized rights in connection with such private streets, roadways, and parking areas.
3. The right of Declarant to submit a revised Parking Management Plan, or other plans mentioned herein and to adopt said revisions upon approval of the City of Daly City, which may, among other things, limit the timing of parking in the Common Area and impose other rules or restrictions on the use of the Common Area of the Shopping Center Parcel.
4. The right of Declarant to develop and/or redevelop its lands provided that all such development or redevelopment shall comply with all zoning and building codes as have been adopted and approved by the City of Daly City.

- B. Right to Charge Fair Market Value for License Fees Not more than once every ten years, Declarant reserves the right to update license fees charged to the owner of the Bowling Alley Parcel to the fair market value of the license conveyed by adjusting the base year value.
- C. Declarant's Own Use of Premises Licensees shall not use their licenses so as to unduly interfere with the reserved rights of Declarant, including but not limited to using the Common Areas of the Shopping Center Parcel itself for ingress, egress, parking, or other purposes. Declarant and its authorized contractors or its agents shall have the right to enter the Common Area to perform its obligations under these CC&R's including obligations of construction, maintenance, or repair for the benefit of the Common Areas, or other areas of the Shopping Center Parcel. Entry and any continuing work on the Common Area shall be made with as little inconvenience as possible to Licensees and any damage caused by such entry, construction, or repair shall be repaired by Declarant. While such construction, maintenance, or repair is ongoing, Declarant may temporarily exclude Licensees, and their respective invitees from the area in which work is ongoing for the safety and security of all.

CHAPTER SIX: LICENSEE RESTRICTIONS AND RETAINED RESPONSIBILITIES

- A. Legal Uses Only The Common Areas of the Shopping Center Parcel shall be used only for legal purposes and by Licensees operating legal, properly zoned and permitted businesses. No part of the Development shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business purpose that is otherwise not permitted by the City. For instance, if the City of Daly City shall revoke or terminate a use permit, the rights of such Licensee under these CC&Rs, but not the responsibilities, of said Licensee shall terminate immediately.
- B. Responsibility for Utilities, etc. In Common Areas Each Licensee shall be responsible for maintaining and repairing the mechanical, air conditioning, plumbing, sewer, electrical, heating, water, gas, cable television, drains and other lines, equipment, systems, and fixtures exclusively serving the Licensee's and/or the Tenant's premises. The Declarant shall be responsible for such services as serve the Common Areas of the Shopping Center Parcel, however the costs associated with such services shall be a cost of performance under Chapter Four above.

- C. Responsibility for Leased or Owned Property Licensees shall maintain and repair their own property, whether leased or owned, including buildings near or adjacent to the Common Areas of the Shopping Center Parcel, and including any entryways that may extend into the Common Areas. All maintenance and repair work to be performed by Licensees under this paragraph shall be performed in a neat, clean, sanitary, workable, and attractive manner. This paragraph shall not be construed as modifying any obligation of Declarant or a Tenant under any lease between Declarant and that Tenant. Except in cases of emergency, any maintenance and repair that will interfere with the normal use of the Common Area of the Shopping Center Parcel shall be approved and scheduled with Declarant and Declarant may impose commercially reasonable conditions thereon.
- D. Property Damage & Nuisances Restrictions
1. Damage to Common Areas No Licensee or their invitees or their tenants' invitees, shall injure or damage in any way any portion of the Common Area.
 2. Nuisances No noxious or offensive activities which rise to the level of nuisance, including, but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the Common Areas. Nothing shall be done on or within the Common Area that may be or may become an annoyance or nuisance to the Declarant or Tenants, or that in any way interferes with the quiet enjoyment of the Shopping Center Parcel in such a manner as to rise to the level of nuisance.
 3. Violations As Nuisance Every act or omission in violation of the use provisions of these CC&R's, plans approved by the City of Daly City in conformity therewith, or a license thereunder shall constitute a nuisance and, in addition to all other remedies set forth, may be abated or enjoined by Declarant.

CHAPTER SEVEN: INDEMNIFICATION, INSURANCE & SUBROGATION COVENANTS

- A. Indemnification For Negligence or Misconduct Each Licensee shall be liable to Declarant for any damage to the Common Area or to Shopping Center Parcel that may be sustained by reason of the tortious acts or omissions (including but not limited to the willful misconduct or negligence) of the Licensee or their permitted users, including but not limited to their tenants or sub-tenants, employees, guests, and invitees. Each Licensee agrees to indemnify Declarant, and to hold Declarant harmless from, and to defend Declarant against, any claim for personal injury or property damage by such permitted users. Except that Licensees shall not be responsible to pay any damages against Declarant based solely upon: intentional torts committed by Declarant, grossly negligent acts or omissions by Declarant, or the active negligence of Declarant; nor shall Declarant attempt to pass on any such excepted damages to Licensees as a cost of performance under these CC&R's.
- B. Declarant's Liability Insurance Declarant may obtain and maintain comprehensive public liability insurance insuring the Declarant against any liability incident to the ownership or management of the Common Area of the Shopping Center Parcel for the purpose of protecting Declarant and such insurance shall be deemed a cost of performance.
- C. Licensee's Liability Insurance Tenants shall obtain and maintain such insurance as is required under their respective leases. Otherwise, and as to the owner of the Bowling Alley Parcel, Licensees shall procure at their own expense insurance for liability related to their license interests in the Common Areas of the Shopping Center Parcel with liability limits of not less than \$1,000,000, and upon request of Declarant shall provide declarations pages and the policies themselves. If obtainable on commercially reasonable terms, Declarant shall cooperate with Licensees obtaining a cross-liability or severability-of-interest clause or endorsements. All insurance of Licensees shall be procured at each respective Licensee's sole expense.

- D. *Declarant Has No Obligation to Procure Insurance for Licensees* Declarant shall NOT be obligated to obtain and maintain a master or blanket policy of fire insurance, commercial general liability, or any other form of insurance which would name any Licensee as an insured or additional insured.
- E. *Subrogation Rights* Declarant and its insurer shall have a right of subrogation against any Licensee. To the extent insurance of any Licensee covers occurrences arising out of or related to the Common Areas of the Shopping Center Parcel or the Shopping Center Parcel itself, Licensee and its insurer shall have no rights of subrogation against Declarant.

CHAPTER EIGHT: FINANCING PROTECTIONS

- A. *Mortgages & Deeds of Trust* Declarant may encumber the Shopping Center Parcel with a Mortgage or Deed of Trust. References herein to Mortgages shall apply likewise to Deeds of Trust, and references to Mortgagees shall apply likewise to Holders of Deeds of Trust.
- B. *Subordination of Liens* Any lien created or claimed under these CC&R's is expressly made subject and subordinate to the rights of any first Mortgage that encumbers all or a portion of the Shopping Center Parcel or any part thereof, made in good faith and for value. No such lien shall in any way defeat, invalidate, or impair the obligation or priority of such first Mortgage unless the first Mortgagee expressly subordinates its interest, in writing, to such lien. If the Shopping Center Parcel or any part thereof is encumbered by a first Mortgage made in good faith and for value, the foreclosure of any lien created by any provision in the Declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of the first Mortgage. On acquisition of title to the Shopping Center Parcel or any part thereof pursuant to the remedies in a Mortgage or pursuant to foreclosure, the first Mortgagee shall not be liable for more than six months of the Shopping Center Parcel regular assessments accrued before acquisition of title by the first Mortgagee plus costs related to collection of the unpaid assessments. The subsequently levied assessments or other charges may include previously unpaid assessments, as long as Declarant, including the foreclosure-purchaser and his/her/its successors and assigns, are required to pay their proportionate share as provided in this Section.
- C. *Subordination of these CC&R's and Any Licenses* These CC&R's and any licenses thereunder shall be subordinate to any and all loans, mortgages, deeds of trust, or other financing arrangements made in good faith and fair value, whether presently made, or made in the future, and whether recorded or not.
- D. *Mortgage & Mortgagee Definitions* As used in these CC&R's, a "Mortgagee" shall mean either a mortgagee under a "Mortgage" or the beneficiary under a deed of trust and any holder, governmental guarantor, or insurer of a Mortgage. The term "Mortgage" means a recorded mortgage or deed of trust encumbering the Shopping Center Parcel or any part thereof, which is given as security by Declarant for the payment of money. An institutional Mortgagee is a Mortgagee that is a bank, savings and loan association, mortgage company, credit union, or other entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property or investing in such loans, or any insurance company or pension or profit-sharing trust or any federal or state agency or instrumentality, including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration and the Veterans Administration, or any purchaser of a Mortgage originated by an institutional Mortgagee.

CHAPTER NINE: DISPUTE RESOLUTION

- A. *Judicial Actions* Declarant shall have the power to commence and maintain judicial actions to collect damages and to restrain and enjoin any actual or threatened breach of any provision of these CC&R's, any related plan approved by the City of Daly City, any license under these CC&R's, or for violation of any other rules promulgated by Declarant under these CC&R's or its reserved rights. Licensees agree that damages alone are not an adequate remedy for violations. All complaints seeking

mandatory or prohibitory injunctions must be filed in the Superior Court of California in and for the County of San Mateo or the U.S. District Court for Northern California in San Francisco.

- B. *Small Claims Court* All claims for damages equal to or less than the maximum allowed to be awarded in Small Claims Court (currently \$5,000 per Code of Civil Procedure §116.220, or \$10,000 by a natural person under Code of Civil Procedure § 116.221) shall be commenced in the Small Claims Court Division of the San Mateo County Superior Court.
- C. *Arbitration* Any claims for declaratory relief or damages above the Small Claims Court limit shall, at the election of the plaintiff, be arbitrated. The party requesting arbitration shall submit the names of three arbitrators with any request for arbitration. If one of the arbitrators is not mutually selected within three business days, the party requesting arbitration shall initiate a claim with the American Arbitration Association, JAMS San Francisco, ADR, Services, Inc., or by filing a petition to compel arbitration in court. Any arbitrator selected must be a retired judge with significant experience handling commercial real estate disputes. The cost of arbitration shall be split evenly among the parties until an award on the merits is made. Pursuant to Code of Civil Procedure section 1284.2, the arbitrator shall have jurisdiction and discretion to order that the prevailing party be reimbursed by the losing party for the costs and fees paid to the arbitrator.
- D. *Attorney's Fees Not Recoverable* These CC&R's shall not be construed as authorizing contractual attorney's fees.

CHAPTER TEN: MODIFICATIONS, REVISIONS, AND TERMINATION

- A. *CC&R's Run With the Land* These CC&R's are intended to be binding on Declarant and Declarant's successors and assigns so as to run with the Common Areas of the Shopping Center Parcel.
- B. *Termination* These CC&R's shall terminate if and when the City of Daly City by ordinance or resolution declares that CC&R's are no longer required for the Common Area of the Shopping Center Parcel.
- C. *Revisions & Modifications* Minor or substantial revisions to these CC&R's or plans required thereunder may be made at the request of Declarant, and shall become binding modifications if approved by the City of Daly City. Such revisions may be requested for any reason, and should be liberally approved to address practical problems encountered by Declarant managing the Common Area of the Shopping Center Parcel. The City of Daly City may approve revisions for an interim period to see whether or not the proposed revisions solve a particular problem. A license under these CC&R's shall not be deemed to be a vested right; rights created by these CC&R's are intended to be in the nature of a mere revocable conditional license to use the Common Areas of the Shopping Center Parcel in compliance with these CC&R's and with the understanding that such CC&R's may be modified by the City of Daly City upon the consensual request of the Declarant.
- D. *Maintenance of Documents* These CC&R's and all modifications thereto shall be recorded in the Official Records of San Mateo County with a copy filed with the City Clerk and maintained by the Planning Department. The original copies of such instruments shall be maintained by Declarant. Plans approved by the City of Daly City under these CC&R's shall be maintained by the Planning Department, and may at the election of Declarant be attached as exhibits to these CC&R's or any modifications thereto. Copies of all such documentation shall be available for inspection by the public at the Planning Department.

CHAPTER ELEVEN: NOTICES

- A. Notices Any and all communications required or permitted to be given by the Declarant shall be deemed to be duly made immediately upon delivery by electronic mail, or within three days if delivery by US Mail. Mailing addresses may be changed at any time on written notification to the Declarant. Notices shall be deemed received 48 hours after mailing if mailed to the transferee, by certified mail, return receipt requested, at the following mailing address: 1534 Plaza Lane, Suite 326 Burlingame, CA 94010.

Signature page follows.

IN WITNESS WHEREOF this Declaration is hereby executed as authorized by the Owners of the respective Parcels:

KPC, LLC:

King Plaza Center, LLC, a Delaware limited liability company
Its sole Member

By: 950 King Drive, LLC, a Delaware limited liability company, its sole member

By: _____

Wai Man Ho, Co-Trustee of the Ho Family Trust dated July 1, 1993 Its Sole Member

By: _____

Tammy Ho, Co-Trustee of the Ho Family Trust dated July 1, 1993 Its Sole Member

EXHIBIT A

PROPERTY DESCRIPTION SHOPPING CENTER PARCEL APN 091-175-220

The land referred to is situated in the County of San Mateo, City of Daly City, State of California, and is described as follows:

Being portions of Block 7, as shown on that certain Map entitled "Serramonte, Unit No. 1, Daly City, San Mateo County, California", recorded Jun 17, 1965, in Book 62 of Maps, at Pages 29 to 31, inclusive, in the Office of the County Recorder of the County of San Mateo, and more particularly described as follows:

Beginning at the Westerly end of the 15 Foot radius curve connecting to the Southerly line of Warwick Street with the Westerly line of Shipley Avenue as shown on the Map referenced above; thence Easterly and Southerly along the Westerly line of Shipley Avenue on a curve to the right from a tangent which bears North 87° 30' 00" East, with a radius of 15 Feet, through a central angle of 90°, an arc distance of 23.56 Feet; thence South 2° 30' 00" East 160.84 Feet; thence leaving said Westerly line of Shipley Avenue South 87° 30' 00" West 49.78 Feet; thence South 2° 30' 00" East 6.10 Feet; thence South 87° 30' 00" West 58.10 Feet; thence North 2° 30' 00" West 4.50 Feet; thence South 87° 30' 00" West 5.30 Feet; thence North 2° 30' 00" West 15.50 Feet; thence South 87° 30' 00" West 7.30 Feet; thence South 2° 30' 00" East 15.50 Feet; thence South 87° 30' 00" West 4.40 Feet; thence South 2° 30' 00" East 4.50 Feet; thence South 87° 30' 00" West 28.00 Feet; thence South 2° 30' 00" East 392.04 Feet to a point on the Northerly line of King Drive; thence Westerly, Northerly and Easterly along the Northerly line of King Drive, the Easterly line of Callan Boulevard and Southerly line of Warwick Street on a curve to left from a tangent which bears North 84° 56' 55" West, with a radius of 680 Feet, through a central angle of 18° 42' 01", an arc distance of 221.94 Feet; thence on a tangent curve to the right with a radius of 30 Feet; through a central angle of 85° 27' 34", an arc distance of 44.75 Feet; thence on a tangent curve to the right with a radius of 710 Feet, through a central angle of 15° 41' 22", an arc distance of 194.42 Feet; thence North 2° 30' 00" West 337.60 Feet; thence on a tangent curve to the right with a radius of 30 Feet, through a central angle of 90°, an arc distance of 47.12 Feet; thence North 87° 30' 00" East 389.86 Feet to the point of beginning.

APN 091-175-220

JPN 091-017-175-15A
091-017-175-18A
091-017-175-19A

Exhibit B

PROPERTY DESCRIPTION
BOWLING ALLEY PARCEL
APN 091-175-200

The land referred to is described as follows: Land situated in the City of Daly City, County of San Mateo, State of California, described as follows:

BEING PORTIONS OF BLOCK 7, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SERRAMONTE, UNIT NO. 1, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", RECORDED JUNE 17, 1965, IN BOOK 62 OF MAPS, AT PAGES 29 TO 31, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN MATEO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY END OF THE 15 FOOT RADIUS CURVE CONNECTING THE SOUTHERLY LINE OF WARWICK STREET WITH THE WESTERLY LINE OF SHIPLEY AVENUE AS SHOWN ON THE MAP REFERENCED ABOVE; THENCE EASTERLY AND SOUTHERLY ALONG THE WESTERLY LINE OF SHIPLEY AVENUE ON A CURVE TO THE RIGHT FROM A TANGENT WHICH BEARS N 87° 30' 00" E, WITH A RADIUS OF 15 FEET, THROUGH A CENTRAL ANGLE OF 90°, AN ARC DISTANCE OF 23.56 FEET; THENCE S 2° 30' 00" E 160.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE OF SHIPLEY AVENUE AND THE NORTHERLY LINE OF KING DRIVE S. 2° 30' 00" E 292.68 FEET; THENCE ON A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 470 FEET; THROUGH A CENTRAL ANGLE OF 12° 57' 10", AN ARC DISTANCE OF 106.25 FEET; THENCE ON A TANGENT CURVE TO RIGHT WITH A RADIUS OF 30 FEET, THROUGH A CENTRAL ANGLE OF 93° 29' 46", AN ARC DISTANCE OF 48.95 FEET; THENCE ON A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 680 FEET; THROUGH A CENTRAL ANGLE OF 08° 53' 51", AN ARC DISTANCE OF 105.60 FEET; THENCE LEAVING THE NORTHERLY LINE OF KING DRIVE AND PROCEEDING N 2° 30' 00" W 392.04 FEET; THENCE N 87° 30' 00" E 28.00 FEET; THENCE N 2° 30' 00" W 4.50 FEET; THENCE N 87° 30' 00" E 4.40 FEET; THENCE N 2° 30' 00" W 15.50 FEET; THENCE N 87° 30' 00" E 7.30 FEET; THENCE S 2° 30' 00" E 15.50 FEET; THENCE N 87° 30' 00" E 5.30 FEET; THENCE S 2° 30' 00" E 4.50 FEET; THENCE N 87° 30' 00" E 58.10 FEET; THENCE N 2° 30' 00" W 6.10 FEET; THENCE N 87° 30' 00" E 49.78 FEET TO THE TRUE POINT OF BEGINNING.

PROPERTY ADDRESS: 900 KING PLAZA, DALY CITY CA 94015

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