

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, January 27, 2025 - 7:00 PM

City Hall Council Chambers – 2nd Floor
City Hall 333 – 90th Street
Daly City, CA 94015

To watch the live telecast:

<https://www.youtube.com/@DalyCityGov/streams>, <https://www.dalycity.org/agendas>, or Comcast Ch. 27

PUBLIC PARTICIPATION

There are three ways to submit public comments: (1) submit written comments by meeting day, (2) submit written comments during the meeting, and (3) attend the meeting in person.

1. To submit written comments by meeting day, please email cityclerk@dalycity.org and include "Public Comment" in the subject line. All written comments received by 4:00 pm on meeting day will be provided to the City Council prior to the meeting.

Please note: Any emailed comments received after 4:00 p.m. on the meeting date are not guaranteed to be received by the City Council prior to the meeting. Comments are not read aloud into the record.

2. During the meeting, you may visit www.dalycity.org/agendas to submit comments using the Public Comment form to address the City Council on a specific item, or during the public comment period, and such comments are delivered to the City Council and City Staff during the meeting, and may be read into the record at the time they are received.

3. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chamber and submit it to a Staff Member as early in the meeting as possible.

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 (650) 991-8078 as soon as possible.

CALL TO ORDER:

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

PLEDGE TO THE FLAG:

ROLL CALL:

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.

PRESENTATIONS:

1. Diabetes@Work - Marjorie Luzuriaga, Stanford University
2. Proclamation in Honor of International Holocaust Remembrance Day

APPROVAL OF MINUTES:

3. Regular Meeting of January 13, 2025

APPROVAL OF AGENDA:

4. Regular Meeting of January 27, 2025

ORAL COMMENT:

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. Amend Resolution Re: Designated Employees
6. Appropriate Grant Funding from the City/County Association of Governments of San Mateo County for the Smart Corridor Project
7. Approve the Subdivision Improvement Agreement, Approve the Vacation of Various Public Easements, Approve the License Agreement Between the City of Daly City and Housing Authority of the County of San Mateo and MP Midway Associates 2, L.P., and Approve the Parcel Map SUB-05-19-14055 Midway – Bayshore Phase 2
8. Adopt Resolution Self-Certifying City of Daly City Compliance with State Housing Laws
9. Approve Revised Emergency Services Agreement
10. Accept Notice of Completion for the Mission Street Streetscape Project
11. Accept Annual Delegation of Authority to City Treasurer to Invest City Funds
12. Accept 2025 Statement of Investment Policy

END OF CONSENT AGENDA

COMMUNICATIONS:

13. Coastal Development Permit CDP-10-24-16669 - Replace Existing Sunroom with Bedroom at Rear of Home at 60 Roslyn Court

STAFF: Michael Van Lonkhuysen

RECOMMENDATION: Adopt Resolution by Roll Call Vote

14. Finding of Public Convenience and Necessity PCN-10-24-16665 to Sell Alcoholic Beverages for Off-Site Consumption at Sprouts Farmer's Market at 301 Gellert Boulevard (Type 21 License)

STAFF: Brian Paland

RECOMMENDATION: Adopt Resolution by Roll Call Vote

15. Parcel Map PM-05-23-016239, Use Permit UPR-05-23-016240, and Design Review DR-05-23-016241 - Subdivision and Construction of Two Duplex Condominiums with Accessory Dwelling Units at 1645 Edgeworth Avenue

STAFF: Sam Fielding

RECOMMENDATION: Adopt Resolution by Roll Call Vote

RESOLUTIONS:

16. Adopt a Resolution Supporting Small Business Growth and Development and Policies to Enhance Economic Growth

STAFF: Leilani Ramos

RECOMMENDATION: Adopt Resolution by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

17. Council Committee
18. City Council
19. Staff

ADJOURNMENT:

Proclamation

INTERNATIONAL HOLOCAUST REMEMBRANCE DAY

- WHEREAS,** January 27 marks International Holocaust Remembrance Day, designated by the United Nations General Assembly to commemorate the anniversary of the liberation of Auschwitz-Birkenau, the largest Nazi concentration and extermination camp; and
- WHEREAS,** January 27, 2025 marks 80 years since the liberation of Auschwitz-Birkenau; and
- WHEREAS,** today and every day, we remember and honor the memory of the six million Jews who were systematically murdered by Adolf Hitler and the Nazis, along with millions of other innocent victims, including people with disabilities, political dissidents, and others targeted for persecution; and
- WHEREAS,** antisemitism has been defined by the International Holocaust Remembrance Alliance as “a certain perception of Jews, which may be expressed as hatred toward Jews.” Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, Jewish community institutions, and religious facilities; and
- WHEREAS,** International Holocaust Remembrance Day serves as a solemn reminder of the dangers of hatred, bigotry, and antisemitism, and underscores the importance of education, vigilance, and action to prevent such atrocities from occurring again; and
- WHEREAS,** the City of Daly City reaffirms its commitment to promoting tolerance, understanding, and human dignity while standing against all forms of hatred and discrimination; and
- WHEREAS,** it is our duty to ensure that the lessons of the Holocaust remain a cornerstone of our collective memory and to honor the resilience and courage of those who survived and rebuilt their lives.

NOW THEREFORE, I, Dr. Roderick Daus-Magbual, Mayor, and members of the City Council of the City of Daly City, do hereby proclaim January 27, 2025 as “**INTERNATIONAL HOLOCAUST REMEMBRANCE DAY**” in Daly City and call upon all residents to join in solemn remembrance of the victims, educate themselves about the Holocaust, and commit to building a more tolerant and compassionate society.

Signed and sealed by the Mayor and City Council of the
City of Daly City this 27th day of January 2025.

Dr. Roderick Daus-Magbual, Mayor

Glenn R. Sylvester, Vice Mayor

Juslyn C. Manalo, Councilmember

Pamela DiGiovanni, Councilmember

Teresa Proaño, Councilmember

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JANUARY 13, 2025

Visit <https://www.youtube.com/@DalyCityGov/streams> to view the City Council meeting

CALL TO ORDER:

Mayor Daus-Magbual called the regular meeting to order at 7:00 P.M. and read the City's Land Acknowledgement:

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

ROLL CALL: Councilmembers Present:

Roderick Daus-Magbual, Mayor
Glenn R. Sylvester, Vice Mayor
Pamela DiGiovanni
Juslyn C. Manalo
Teresa G. Proaño

Staff Present:

Thomas J. Piccolotti, City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PRESENTATIONS:

Daly City Bikeshare Pilot Program

(Laura Krull, Metropolitan Transportation Commission (MTC))

APPROVAL OF MINUTES:

Regular Meeting of December 9, 2024 and Special Meeting December 16, 2024

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to approve the minutes of December 9 and December 16, 2024.

APPROVAL OF AGENDA:

It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried to approve the agenda.

CONSENT AGENDA:

Note on Public Comments:

To provide public comments, members of the public have the option to- 1) attend in person, 2) email the City Clerk, or 3) submit comments through the public comment portal on the City's website. Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting are instructed to call the office of the City Clerk at 991-8078 prior to the meeting.

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It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried to approve the consent agenda.

Resolutions:

Authorization to Execute All Necessary Agreements for the Daly City Bikeshare Pilot Program

Resolution 25-1, Authorizing Execution Of All Necessary Agreements For The Daly City Bikeshare Pilot Program

Notice of Completion for the Lawson Hall Roof Project

Resolution 25-2, Accepting Completion of Certain Project in the Department of Public Works

Notice of Completion for the Southgate Avenue and School Street Safety Improvements Project

Resolution 25-3, Accepting Completion of Certain Project in the Department of Public Works

Resetting Time and Place for a Public Hearing to Consider a General Plan Amendment GPA-11-22-015959, Zone Change ZC-11-22-015960, Use Permit UPR-11-22-015962 Design Review DR-11-22-015961, and Development Agreement - Allowing the Construction of a Battery Energy Storage System and Transmission Line Connection at 2150 Geneva Avenue (Set Hearing: 2/24/25)

Resolution 25-4, Re-Setting Time And Place Of Public Hearing Regarding General Plan Amendment GPA-11-22-015959, Zone Change ZC-11-22-015960, Use Permit UPR-11-22-015962, Design Review DR-11-22-015961 And Proposed Development Agreement With Cormorant Energy Storage LLC

Check Registers

Check Registers for the Month of November 2024

END OF CONSENT OF AGENDA

COMMUNICATIONS:

Legacy Business Nominations

Economic Development Specialist Maybelle Manio provided the staff report for Legacy Business nominations. The nominees – The Bread Basket Bakery, One Dollar Only Store, and Royal Donut were each nominated by a Small Business Commissioner and passed review at the Economic & Community Development Department where they met the eligibility criteria.

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried by unanimous roll call vote to adopt the following resolutions.

Resolution 25-5, Approving Nomination Of The Bread Basket Bakery To Be Part Of The Legacy Business Program And That They Be Awarded And Recognized As A Legacy Business

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Resolution 25-6, Approving Nomination Of The One Dollar Only Store To Be Part Of The Legacy Business Program And That They Be Awarded And Recognized As A Legacy Business

Resolution 25-7, Approving Nomination Of Royal Donut To Be Part Of The Legacy Business Program And That They Be Awarded And Recognized As A Legacy Business

AWARD OF BIDS/CONTRACTS:

Appropriate Funds and Award Design and Construction Contract for the Magical Bridge Playground and Improvements Project at Hillside Park, Daly City

Director of Public Works Richard Chiu provided staff's recommendations for the project: to appropriate \$1,000,000 of the Budish Family Trust, to appropriate \$2,200,00 in unallocated CIP funds, and to award the design-build contract to Robert A. Bothman Construction/Verde Design in the amount of \$5,490,514. The Council recognized the importance of having an all-inclusive playground like those created by the Magical Bridge Foundation. Chiu acknowledged the City Manager's Office, the Finance Department and the City Attorney for their involvement on the project.

It was moved by Councilmember DiGiovanni, seconded by Councilmember Proaño and carried by unanimous roll call vote to adopt the resolution:

Resolution 25-8, Authorizing Appropriation Of Funds And Execution Of Construction Contract With Robert A. Bothman Construction/Verde Design For The Magical Bridge Playground And Improvements Project At Hillside Park

ORDINANCES:

Second Reading, Ordinance No. 1479, Adding Chapter 2.60 to the Daly City Municipal Code Re: Women's Commission

City Attorney Rose Zimmerman provided the staff report and noted a change in the draft ordinance regarding the commission meetings which will be regularly scheduled for the fourth Thursday of the month.

The Council discussed Section 2.60.010 of the draft ordinance regarding the language used to describe the women's community. The Council deliberated how to reword that section of the ordinance with the aim to have the language express sensitivity, comprehensiveness and inclusivity to all women. After deliberations, Mayor Daus-Magbual and the Council were amenable to have the section of the ordinance be amended to state: "It is the intention of the City Council that the members of the commission shall have demonstrated a commitment to women's issues and shall represent the entire women's community, inclusive of those who identify as women." Zimmerman addressed questions on the purpose of staggering membership and how the terms of the commission members are determined.

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried by unanimous roll call vote to adopt the following ordinance, as amended.

Ordinance 1479, Adding Chapter 2.60 of Title 2 of the Daly City Municipal Code Re: Women's Commission

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APPOINTMENTS:

It was moved by Vice Mayor Sylvester, seconded by Councilmember Manalo and carried to reappoint Elizabeth Espinda to the Arts & Culture Commission.

It was moved by Vice Mayor Sylvester, seconded by Councilmember Manalo and carried to reappoint William Lex to the Library Board of Trustees.

It was moved by Vice Mayor Sylvester, seconded by Councilmember Manalo and carried to reappoint Charles Hill to the Small Business Commission.

It was moved by Vice Mayor Sylvester, seconded by Councilmember Manalo and carried to appoint Gabriella Makstman to the Women's Commission.

REPORTS:

Council Committee

Mayor Daus-Magbual presented a draft schedule of the 2025 Council Committee to the Council and requested feedback on the schedule.

Peninsula Clean Energy (PCE) (Daus-Magbual)

City Council

Vice Mayor Sylvester requested consideration of raising the Arts & Culture Commission's budget to \$2000 annually, and to consider agendaizing the item. Sylvester referred to the tremendous work that has been done by the commission in bringing artists to exhibit their work at City Hall.

Councilmember Manalo reported attendance at the following events: the C/CAG San Mateo County meeting to conduct business, along with Executive Director Charpentier, and with presentations by Community Planning Collaborative and Peninsula Clean Energy; the annual Operation Santa Claus Program; the Bring on the Holidays Event at the Bayshore Community Center featuring a parol-making workshop; the mural unveiling at City Hall's Rotunda which was commissioned by Raising Cane's and featured art by Venazir; and the Daly City Host Lions' annual holiday luncheon at Hillcrest Gardens, along with Councilmember Proaño.

Councilmember DiGiovanni acknowledged January 9 as Law Enforcement Appreciation Day and acknowledged January 13 as Korean American Day, requesting consideration of recognizing everyone in the community. DiGiovanni requested consideration of putting up holiday banners and/or wreaths around Daly City during the holidays. DiGiovanni reported attendance at the Bayshore holiday event which featured parol-making.

Staff

City Manager Piccolotti acknowledged the presence of Officer Chow and Officer Rodriguez who were standing in for Acting Chief Christensen who was away for a team-building event. Piccolotti recognized the Magical Bridge Foundation for catering to all abilities with regard to the design of their playgrounds and parks. Piccolotti provided an update to the seasonal banner displays planned for Daly City.

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ADJOURNMENT:

Mayor Daus-Magbual adjourned the meeting at 9:00 PM in memory of Mark Stephen Aquino, Maria de la Cruz Del Rosario, Purificacion S. Bautista, Ron Appel, Marie Brizuela, and former US President Jimmy Carter.

Approved as submitted, this 27th

day of January, 2025.

City Clerk

Roderick Daus-Magbual
Mayor



City Council Meeting Agenda Report

Item #

Meeting Date: January 27, 2025

SUBJECT: AMENDING RESOLUTION RE: DESIGNATED EMPLOYEES

Recommended Action

Staff recommends amending Resolution No. 23-28 to consolidate, change, delete or add position titles that have been designated by the City as having possible Conflict of Interest.

Background

The Fair Political Practices Commission (FPPC) requires the City Council to perform a biennial review of position titles on the employment roster to make changes, additions or deletions to the list of employees who have been designated by the City as possibly having a Conflict of Interest.

Discussion

Exhibit "A" lists the position titles in bold that were changed, added, deleted or consolidated since February 13, 2023, when Resolution No. 23-28 was adopted.

Fiscal Impact

There is no fiscal impact.

Summary/Conclusion

In order to comply with the Rules and Regulations of the Fair Political Practices Commission, Staff recommends amending Resolution No. 23-28 to consolidate, change, delete or add position titles that have been designated by the City as having possible Conflict of Interest.

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

Respectfully submitted,

K. Annette Hipona

K. Annette Hipona
City Clerk

Attachment

EXHIBIT A

DESIGNATED EMPLOYEES CONFLICT OF INTEREST FORM 700

- 1) CITY MANAGERS'S OFFICE:
 - A) ASSISTANT CITY MANAGER
 - B) ASSISTANT TO THE CITY MANAGER
 - C) ~~SENIOR MANAGEMENT ANALYST~~
- 2) CITY CLERK'S OFFICE:
 - A) CITY CLERK
 - B) ASSISTANT CITY CLERK
- 3) CITY ATTORNEY'S OFFICE:
 - A) ASSISTANT CITY ATTORNEY
 - B) MANAGEMENT ANALYST
- 4) DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:
 - A) DIRECTOR OF ECD
 - B) PLANNING MANAGER
 - C) SENIOR PLANNER
 - D) ASSOCIATE PLANNER
 - E) ASSISTANT PLANNER
 - F) CHIEF BUILDING SUPERVISOR/BUILDING OFFICIAL
 - G) SENIOR BUILDING INSPECTOR:
 - H) BUILDING INSPECTORS
 - I) BUILDING PLANS ENGINEER
 - J) HOUSING & COMM. DEV. MANAGER
 - K) COMMUNITY DEVELOPMENT SPECIALIST
 - L) HOUSING COORDINATOR
 - M) CODE ENFORCEMENT OFFICER
 - N) CODE ENFORCEMENT INSPECTOR
 - O) SENIOR MANAGEMENT ANALYST
 - P) ECONOMIC DEVELOPMENT SPECIALIST
 - Q) MANAGEMENT ANALYST**
- 5) DEPARTMENT OF PUBLIC WORKS:
 - A) DIRECTOR OF PUBLIC WORKS
 - B) ASST. DIRECTOR OF PUBLIC WORKS/~~CITY ENGINEER~~
 - C) SENIOR CIVIL ENGINEER
 - D) CIVIL ENGINEERING ASSOCIATE
 - E) ~~PUBLIC WORKS~~ MAINTENANCE SUPERVISOR
 - F) PUBLIC WORKS INSPECTOR
 - G) SENIOR MANAGEMENT ANALYST
 - J) ASSISTANT TO THE DIRECTOR OF PUBLIC WORKS

- 6) FINANCE DEPARTMENT:
- A) DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES
 - B) ~~DEPUTY ASSISTANT~~ DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES
 - C) INFORMATION SERVICES MANAGER
 - D) NETWORK ADMINISTRATOR
 - E) SENIOR NETWORK ADMINISTRATOR
 - F) MANAGEMENT ANALYST
 - G) APPLICATIONS ANALYST II
 - H) SENIOR APPLICATIONS ANALYST
 - I) APPLICATIONS SUPPORT ANALYST
 - J) **SENIOR MANAGEMENT ANALYST**
- 7) LIBRARY & RECREATION SERVICES
- A) ~~DIRECTOR OF LIBRARY~~ **DIRECTOR** AND RECREATION SERVICES
 - B) ~~LIBRARY SERVICES MANAGER~~
 - C) ~~RECREATION SERVICES MANAGER~~
 - D) ~~ASSISTANT SENIOR SERVICES SUPERVISOR~~
 - E) ~~SENIOR RECREATION SERVICES SUPERVISOR~~
- 8) DEPARTMENT OF RECREATION SERVICES
- A) **DIRECTOR OF RECREATION SERVICES**
 - B) **RECREATION SERVICES MANAGER**
 - C) **SENIOR RECREATION SERVICES SUPERVISOR**
- 9) POLICE DEPARTMENT:
- A) CHIEF OF POLICE
 - B) **DEPUTY POLICE CHIEF**
 - C) POLICE CAPTAIN
 - D) POLICE MANAGEMENT ANALYST
 - E) POLICE INFORMATION AND ANALYSIS SUPERVISOR
 - F) POLICE PROPERTY ROOM MANAGER
 - G) CRIME ANALYST
- 10) FIRE DEPARTMENT:
- A) FIRE CHIEF
 - B) DEPUTY FIRE CHIEF
 - C) SAFETY INSPECTORS
- 11) DEPARTMENT OF HUMAN RESOURCES:
- A) DIRECTOR OF HUMAN RESOURCES
 - B) **ASSISTANT TO THE DIRECTOR OF HUMAN RESOURCES**
 - C) HUMAN RESOURCES ANALYST
 - D) SENIOR MANAGEMENT ANALYST
- 12) WATER AND WASTEWATER RESOURCES DEPARTMENT:
- A) DIRECTOR OF WATER & WASTEWATER RESOURCES
 - B) **ASSISTANT TO THE** DIRECTOR OF WATER & WASTEWATER RESOURCES
 - C) CHIEF OF OPERATIONS
 - D) COLLECTION SYSTEM MANAGER
 - E) PLANT & EQUIPMENT MAINTENANCE MANAGER
 - F) SAFETY AND TRAINING COMPLIANCE OFFICER
 - G) SENIOR MANAGEMENT ANALYST

- H) DISTRIBUTION SYSTEM MANAGER
- I) WATER & WASTEWATER GIS ANALYST
- J) WATER & WASTEWATER MAINTENANCE MANAGER

OTHER CLASSES:

- A) ALL MANAGEMENT ANALYSTS

CONSULTANTS

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Resolution Nos. **23-28**, 20-146, 18-134, 16-126, 14-161, 10-139, 08-177, 06-242, 05-150, 04-121, 02-245, 00-265, 99-331, 98-256, 97-25, 95-35, 94-82, 92-230, 90-34, 88-61, 88-39, 84-58, 83-129, 80-199, 80-182,



City Council Agenda Report

Item # _____

Meeting Date: January 27, 2025

Subject: Appropriate Grant Funding from the City/County Association of Governments of San Mateo County for the Smart Corridor Project

Recommended Action

Staff recommends the City Council appropriate \$ 1,038,596.00 in grant funds from the City/County of Association of Governments of San Mateo County (C/CAG) for the Smart Corridor Project.

Background

C/CAG is sponsoring the San Mateo County Smart Corridor Project, an Intelligent Transportation Systems (ITS) project that extends along El Camino Real and major local streets in San Mateo County connecting to US 101 and I-280. The project enables cities and the California Department of Transportation (Caltrans) to proactively manage daily traffic and non-recurring traffic congestion caused by diverted traffic due to major incidents on the freeway.

The current phase of the Smart Corridor Project will extend north into Daly City, Brisbane and Colma. The project will include the deployment of an interconnected traffic signal system, closed circuit video cameras, trailblazer/arterial dynamic message signs and vehicle detection systems. These ITS elements will allow agencies to deploy incident response plans to manage traffic congestion on Junipero Serra Boulevard and Bayshore Boulevard, the two primary parallel corridors to I-280 and US 101, respectively.

Discussion

In September 2024, City Council awarded the construction project to Tennyson Electric, Inc. and authorized the execution of an amendment to the Funding Agreement with C/CAG to reimburse Daly City an additional \$1,038,596.00 for costs the City will incur for the construction of the Smart Corridor project.

Fiscal Impact

An additional \$1,038,596.00 above the previously \$5,800,000.00 allocated in the FY2024 Capital Improvement Program Budget Update is required to fully fund this project. C/CAG board appropriated an additional \$1,038,596.00 at their September 12, 2024 meeting for the Smart Corridor Expansion Project. No additional City funds are needed to fund the project.

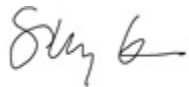
Summary/Conclusion

Staff recommends the City Council appropriate \$1,038,596.00 in grant funds from C/CAG for the Smart Corridor Project.

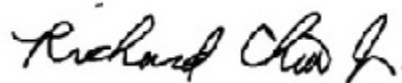
**Appropriate Grant Funds from the City/County of Association of
Governments of San Mateo County for the Smart Corridor Project**
Meeting Date: January 27, 2025
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Staff is available to provide any additional information desired by the Mayor or City Council Members.

Respectfully submitted,



Shirley Chan
Acting City Engineer



Richard Chiu, Jr.
Director of Public Works

Attachment: Funding Agreement Amendment

**AMENDMENT NO. 1 TO THE FUNDING AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
CITY OF DALY CITY
AND
TOWN OF COLMA
FOR
CONSTRUCTION PHASE OF THE SMART CORRIDOR EXTENSION PROJECT**

WHEREAS, the City/County Association of Governments of San Mateo County (hereinafter referred to as “C/CAG,”), the City of Daly City (hereinafter referred to as “City”), and the Town of Colma (hereinafter referred to as “Town”) (each a “Party” and collectively the “Parties”) are Parties to an Agreement dated March 1, 2024, , specifying each Party’s obligations and responsibilities for the construction phase of the Smart Corridor extension project (hereinafter referred to as the “Agreement”); and

WHEREAS, C/CAG allocated a total of \$5,795,308 to the City and Town for project construction and related costs through the Agreement dated March 1, 2024; and

WHEREAS, the City advertised the construction contract on May 29, 2024 and the bids submitted were higher than the total funding available; and

WHEREAS, on September 12, 2024, the C/CAG Board approved an additional not to exceed amount of \$1,038,596 to cover construction and related costs; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

IT IS HEREBY AGREED by the Parties as follows:

1. Exhibit B, *Funding Summary*, shall be replaced in its entirety with a new Exhibit B, *Revised Funding Summary*, attached hereto and incorporated into the Agreement.
2. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
3. This amendment shall take effect on September 13, 2024.

SIGNATURES ON FOLLOWING PAGE

CITY OF DALY CITY

DocuSigned by:
By: Thomas J. Piccolotti
48BAF10D6EBB4C2...
Thomas J. Piccolotti
City Manager

TOWN OF COLMA

Signed by:
By: Daniel Barros
2FC9705A80E7454...
Daniel Barros
City Manager

Approved as to Form:

DocuSigned by:
Rose Zimmerman
01A1EA4E76B849D...
Rose Zimmerman
City Attorney

Approved as to Form:

Signed by:
Christopher J. Diaz
07001F8F6D7E45C...
Christopher Diaz
City Attorney

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

DocuSigned by:
By: Sean Charpentier
821A8C92DA0F468...
Sean Charpentier
C/CAG Executive Director

Approved as to Form:

Signed by:
By: Melissa Andrikopoulos
ED936D8404994FE...
Melissa Andrikopoulos
Legal Counsel for C/CAG

Exhibit B
Revised Funding Summary

Component	Project Cost	STIP Funds	Other Local Funds	LPP Funds	Funding Total
Construction Capital*	\$5,464,693	\$4,291,143	\$173,550	\$1,000,000	\$5,464,693
Construction Support**	\$819,704	\$819,704			\$819,704
Dept. Furnished Materials	\$3,038		\$3,038		\$3,038
Contingency	\$546,469	\$546,469			\$546,469
Total	\$6,833,904	\$5,657,316	\$176,588	\$1,000,000	\$6,833,904

*Includes costs of construction, as-builts, and PG&E utility.



City Council Agenda Report

Item # _____

Meeting Date: January 27, 2025

Subject: Approval of the Subdivision Improvement Agreement, Approval of the Vacation of Various Public Easements, Approval of License Agreement Between the City of Daly City and Housing Authority of the County of San Mateo and MP Midway Associates 2, L.P., and Approval of the Parcel Map SUB-05-19-14055 Midway – Bayshore Phase 2

Recommended Action

It is recommended that the City Council adopt a resolution to:

1. Approve the Midway – Bayshore – Phase 2 Subdivision Improvement Agreement (SIA) between the City of Daly City (City), the Housing Authority of the County of San Mateo (HACSM) and MP Midway Associates 2, L.P., hereinafter called the Subdivider;
2. Approve the vacation of existing public utilities easements, and public vehicular/pedestrian access easements;
3. Approve the License Agreement for the access, operation, maintenance, repair and replacement activities to the existing storm drains with the Subdivider; and
4. Approve the Parcel Map, SUB-05-19-14055 Midway – Bayshore Phase 2 and accept all “public access easements”, “emergency vehicle access easements”, and “public utility easements” subject to completion of improvements.

Background

The Midway Village Housing Complex Redevelopment consists of 555 affordable residential units, and a new childcare center on an approximately 11.75-acre property. Of the 555 affordable residential units proposed, 20 are for-sale townhomes, 49 are for-rent townhomes, and 486 are rental apartment units. The 555 units and childcare center are proposed to be built in 4 phases, with the Midway-Bayshore – Phase 2 consisting of 113 of the affordable residential units and the childcare center.

At the May 5, 2020 Planning Commission meeting, the Planning Commission recommended to the City Council for approval, General Plan Amendment GPA-05-19-14054, Major Subdivision SUB-05-19-14055 and Design Review DR-05-19-14056, advised the City Council that the adoption of a Sustainable Communities Environmental Assessment (SCEA) and Mitigation Monitoring and Reporting Program (MMRP) for the project was appropriate pursuant to the requirements of the California Environmental Quality Act (CEQA), and approved the Conditions of Approval for the Redevelopment of Midway Village Housing Complex.

At the June 8, 2020 City Council meeting, the City Council approved the General Plan Amendment GPA-05-19-14054, Major Subdivision SUB-05-19-14055, Design Review DR-05-19-14056, and the SCEA and MMRP subject to the project’s Conditions of Approval. In an effort to contribute to the

affordability of the project, the City Council waived the park-in-lieu fees that would have otherwise applied to the project (Resolution 20-98).

At the June 14, 2021 City Council meeting, the City Council approved the SIA, vacation of various public easements, license agreement between the City, HACSM, and MP Midway Associates I, L.P. and Parcel Map SUB-05-19-14055 Midway – Bayshore Phase 1. As part of Phase 1, the project constructed two separate 4-story residential buildings with a combined total of 147 affordable rental units.

At the June 24, 2024 City Council meeting, the City Council accepted the subdivision improvements for Major Subdivision SUB-05-19-14055 Midway – Bayshore Phase 1.

Discussion

The subdivision of real property and requirement to prepare a Tentative and Parcel Map are established and regulated by the Subdivision Map Act (California Government Code Section 66410 et. seq.) and Title 16, Subdivisions, of the Daly City Municipal Code. The Tentative Map for Midway Village – Bayshore is set to expire on June 8, 2026.

The Subdivider has requested approval of Parcel Map SUB-05-19-14055 Midway – Bayshore Phase 2 prior to completion of the subdivision improvements associated with the project. To ensure that the improvements necessary to serve the subdivision are constructed, the California Subdivision Map Act requires the City to execute a bonded agreement with the Subdivider ensuring completion of these required improvements. The remainder parcel outside of the project area will not be required to construct improvements until a later phase.

The subdivider has requested Daly City abandon various public utility easements within the project area. The existing public utilities easements within the footprint of the proposed buildings of the project need to be abandoned due to financing requirements from the applicant's lender. There are existing storm drains within the easements that will be relocated as part of the subdivision improvements. The approval of the License Agreement grants the City a temporary license for access, operation, maintenance, repair and replacement activities to the existing storm drains. The License Agreement shall be terminated upon the completion and approval of the relocated storm drains as determined by the City Engineer.

The attached draft SIA requires MP Midway Associates 2, L.P. to complete all subdivision improvements including, but not limited to, streets, sidewalks, lighting, landscaping, utilities, and joint trench at the developer's sole expense. The SIA requires the posting of securities, sets a schedule for completion of all work, establishes a warranty period, requires MP Midway Associates 2, L.P. to indemnify and defend the City from all claims arising from the work, and contains remedies to be utilized in the event of a default in performance by the Subdivider. The "Subdivider" in this agreement is defined as both the Housing Authority of the County of San Mateo and MP Midway Associates 2, L.P. together. However, under the terms of the SIA, in the unlikely event that MP Midway Associates 2, L.P. does not complete the required subdivision improvements, the Housing Authority of the County of San Mateo would not be required to complete the subdivision improvements and the City would have the option to proceed to enforce the agreement and ensure the work is completed.

The existing public utilities easements and public vehicular/pedestrian access easements requested to be vacated are to be replaced by easements within the new private roads. Easements offered and proposed to be accepted by the City, subject to completion of improvements, are the following:

- Public Access Easement (PAE) – for public pedestrian and vehicle access, including rights of ingress and egress
- Emergency Vehicle Access Easement (EVAE) – for access of public safety vehicles and emergency equipment
- Public Utility Easement (PUE) – for public utilities

All streets within the subdivision will be privately owned and maintained. Water service is provided by Department of Water and Wastewater Resources and the on-site water system will be private with master meters located along Schwerin Street and Martin Street. The sanitary sewer system will be public and part of the Bayshore Sanitation System sanitary sewer system. The project will relocate existing public storm drains into 72-inch storm drains; the relocated storm drains will continue to be public. The bioretention, sidewalks, detention system, and remaining storm drain collection for the development will be private and gravity flow to Daly City's storm drain system.

The SIA was prepared in consideration of the approval of the Parcel Map and the developer's obligations under the Subdivision Map Act and the Municipal Code. The SIA and the Parcel Map have been reviewed and found to be in substantial conformance with the Tentative Map, the California Subdivision Map Act, and Title 16 of the Municipal Code. Adoption of the resolution will approve the execution of the Subdivision Improvement Agreement and recordation of the Parcel Map.

Fiscal Impact

The Subdivider is required to pay the following fee types as a part of the entitlement process of this subdivision.

- Building Permit fees
- Plan and Map check fees
- DWR fees
- Bayshore Sanitary District fees
- AB-1600 fees

All fees have been paid or will be paid at the time of building permit and the City will be made whole under the SIA. Building Permits will not be issued until all applicable fees have been paid. All work will be paid for by the Subdivider.

Summary/Conclusion

The Subdividers or their surety will meet all obligations of the SIA. The SIA Bonds and the Parcel Map have been reviewed by the City and meet all legal requirements and Conditions of Approval. Adoption of the resolution will authorize the execution of the SIA upon receipt and approval of all required fees, bonds and documents and will allow for the Parcel Map recordation.

It is recommended that the City Council adopt a resolution to:

1. Approve the Midway – Bayshore – Phase 2 Subdivision Improvement Agreement (SIA) between the City of Daly City (City), the Housing Authority of the County of San Mateo (HACSM) and MP Midway Associates 2, L.P., hereinafter called the Subdivider;
2. Approve the vacation of existing public utilities easements, and public vehicular/pedestrian access easements;
3. Approve the License Agreement for the access, operation, maintenance, repair and replacement activities to the existing storm drains with the Subdivider; and
4. Approve the Parcel Map, SUB-05-19-14055 Midway – Bayshore Phase 2 and accept all “public access easements”, “emergency vehicle access easements”, and “public utility easements” subject to completion of improvements.

Respectfully submitted,



Alexander Yuen
Civil Engineering Associate



Richard Chiu, Jr.
Director of Public Works



Rose Zimmerman
City Attorney

Attachments: Attachment 1 – Draft Midway - Bayshore – Phase 2 SIA
Attachment 2 – Parcel Map SUB-05-19-14055 Midway – Bayshore Phase 2
Attachment 3 – Draft License Agreement

**Recording Requested By
And When Recorded Mail To:**

City of Daly City
City Hall
333 90th Street
Daly City, California 94015
Attn: City Clerk

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383.

**CITY OF DALY CITY
SUBDIVISION IMPROVEMENT AGREEMENT**

NAME OF SUBDIVIDER: **HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO**, a public body, corporate and politic ("HACSM"), and **MP MIDWAY ASSOCIATES 2, L.P.**, a California limited partnership ("Developer," and together with HACSM, "Subdivider").

NAME OF SUBDIVISION: **MIDWAY - BAYSHORE- PHASE 2 SUB-05-19-14055**
(hereinafter "Project")

ADDRESS: 47 Midway Drive, in Daly City, California APN: All or portions of APNs 005-330-200, 005-330-210, 005-330-220, 005-330-280, 005-330-290, 005-330-300, 005-330-310, 005-330-340, and 005-330-430

NUMBER OF LOTS: 1

PERMIT: SIMP-08-24-104170

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$5,339,071.25

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2025 ("Effective Date") by and between the City of Daly City, a municipal corporation of the State of California, hereinafter referred to as "City," and Subdivider.

RECITALS

A. HACSM is the current fee owner of that certain real property consisting of approximately 1.79 acres, more or less, located within the City of Daly City, County of San Mateo, State of California, described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"). Shortly after the Subdivision Map is recorded, HACSM intends to ground lease the Property to Developer, who will develop one hundred thirteen (113) new affordable housing units and a childcare center thereon.

B. Developer has presented to the City for approval and recordation, a parcel map ("Subdivision Map") of a proposed subdivision of the Property pursuant to the provisions of the *Subdivision Map Act* of the State of California and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."

C. On June 8th, 2020 the City Council of the City of Daly City adopted Resolution No. 20-98 and approved a tentative map for the Project ("Tentative Map"), subject to the Subdivision Laws and to the requirements and conditions of approval of the Tentative Map for the Project ("Conditions"), and the herein defined City Standards consisting of the City's General Conditions, Standard Specifications and Drawings (current edition), as well as the *City of Daly City Department of Public Works, Department of Water and Waste Water Resources, and the Fire Department General Conditions of Approval: Subdivisions*, (collectively, "City Standards"), all of which are on file in the office of the City Clerk and incorporated into this Agreement by reference.

D. The Subdivision Laws establish as a condition precedent to the approval of the Subdivision Map that Subdivider must have complied with the conditions of approval of the Tentative Map and must have either (1) completed, in compliance with City Standards and the Conditions, all land development work required by the Subdivision Laws, or (2) have entered into a secured agreement with the City to complete the required improvements and land development work within a period of time specified by the City.

E. In consideration of approval of the Subdivision Map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the subdivision improvement work required by City in connection with the Project. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney. HACSM, as the owner of record on the date of the Subdivision Map recordation, has agreed to execute this Agreement with the Developer and to comprise one of the entities that constitute "Subdivider"; provided, however, as further discussed below in this Agreement, the sole purpose of the Subdivision Map is to facilitate Developer's development of an affordable rental housing development which will be privately owned and maintained and it is the intent of the parties that HACSM shall have no liability or obligations under this Agreement.

F. Developer has prepared complete plans, specifications and drawings ("Improvement Plans") for the construction, installation and completion of the improvements which, in addition to other improvements, provide for certain on-site and off-site subdivision improvements consisting of but not limited to: streets, street lights, storm drain systems, domestic water systems, sanitary sewer systems, and landscaping for the Project (collectively, "Improvements"). The Improvement Plans are on file in the City's Department of Public Works and are incorporated into this Agreement by this

reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the City and in conformance with City Standards and the Conditions.

G. An estimate of the cost of construction of the Improvements and land development work in connection with the Improvements according to the Improvement Plans is stated on Page 1 of this Agreement ("Estimated Total Cost of Improvements") and detailed in Exhibit B, attached hereto and incorporated herein by reference.

H. Subdivider recognizes that by approval of the Subdivision Map, City has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots within the Project. As a result, City will be damaged to the extent of the cost of installation of the Improvements by Subdivider's failure to perform its obligations to commence and complete construction of the Improvements within the timeframe(s) established in this Agreement. The City shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by Subdivider. It is specifically recognized that the determination of whether a reversion to acreage or rescission of approvals of the Subdivision Map constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of City.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Subdivision Map of the Project, Subdivider and City agree as follows:

1. Subdivider's Obligation to Construct Improvements.

Subdivider shall:

a. Comply with all the requirements and Conditions and any amendments thereto, and with the provisions of the Subdivision Laws as well as City Standards.

b. Complete, at Subdivider's own expense, all the subdivision improvement work required by Conditions and any amendments thereto, and with the provisions of the City Standards, and in conformance with the approved Site Improvement Plans, associated with permit number SIMP-08-24-104170, within three (3) years following the Effective Date of this Agreement. Such Improvements shall be completed to the satisfaction of the City Engineer and shall include but not be limited to:

(i) Site grading, erosion and sediment controls, retaining walls required to complete site grading and drainage improvements;

(ii) Curb, gutter, sidewalk, driveways, street pavement, pavement markings, traffic control signs and street lighting improvements;

(iii) Sanitary sewer, water, and storm drain improvements, including installation of service laterals, stormwater treatment measures, cleanouts and water meters required to serve each lot, catch basins, fire hydrants and pressure reducers;

(iv) Underground electric, gas, telephone and communications service laterals and main improvements to serve each lot as required by the associated public utilities;

(v) Street trees, landscaping and irrigation systems;

(vi) Off-Site Utility Undergrounding: Pursuant to the Conditions, the Subdivider shall comply with all components of the City Standards requiring the undergrounding of overhead utilities;

(vii) Survey monuments and lot corner markers;

(viii) all other work, improvements, or construction required by or specified in the abovementioned plans and specifications, conditions of permits and all construction, appurtenances and improvements necessary as determined by the City Engineer to complete the aforementioned improvements, both within and outside of the Property;

(ix) and Subdivider shall also perform all other work as set forth in the Conditions, as relating to the Subdivision, which are summarized in the Daly City City Clerk's letters to Subdivider dated June 18, 2020 and any aforementioned resolutions or ordinances, each of which are incorporated herein by reference as if set out forth in full.

c. Furnish the necessary materials for the completion of the Improvements in conformity with the Improvement Plans, or with any changes required or ordered by the City Engineer, which in his or her opinion are necessary or required to complete the work.

d. Acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the Improvements, or pay the costs of acquisition incurred by City. All rights-of-way, easements, and other interests in real property shall be free and clear of liens and encumbrances. The Subdivider's obligation with regard to acquisition by City of off-site rights-of-way, easements, and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorization to accommodate the Subdivision.

e. Install all subdivision public improvement monuments required by law. Individual property monuments shall be installed prior to final acceptance by the City. All work is to be done at the places, with the materials, in the manner, and at the

grades as shown upon the plans and specifications for this Subdivision and its grading plan(s), heretofore approved by the City Engineer and which are now on file in his office, and to the satisfaction of said City Engineer.

f. Install street name signs conforming to City standards. Permanent street name signs shall be installed.

g. Subdivider shall implement all necessary measures to protect and preserve public safety, convenience, peace and welfare, and to minimize adverse impact on the surroundings. The Subdivider shall conduct operations in such a manner as to avoid damage to adjacent property. The Project site shall be kept neat and clean at all times and shall be secured at the end of each workday. All work debris on the public streets and adjoining properties shall be cleaned at the end of each workday.

h. All costs and obligations associated with the work required by this Agreement are the costs and obligations of the Subdivider. The City shall assume no costs whatsoever, except if specifically agreed to in the Conditions. City shall retain the right to perform any work as may be necessary due to Subdivider's failure to complete the same in a timely manner. In the event of failure of the Subdivider to perform all obligations to the satisfaction of the City, the City, after ten (10) calendar days written notice to the Subdivider, may complete the required work and may charge the Subdivider for all costs incurred.

2. Property Subject to Agreement. The Property shall be subject to this Agreement.

3. Time for Commencement of Work; Time Extensions; Performance. Subdivider shall commence substantial construction of the Improvements required by this agreement not later than four (4) months after the Effective Date. The time for commencement of construction or completion of the improvements hereunder may be extended for an additional period or periods in the sole discretion of the City Engineer. Any extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer may approve any extension in its sole discretion. Without limiting the foregoing, delay resulting from a failure to complete the work required in Section 1.b.5 above or from an act of God, by storm or inclement weather, strikes, boycotts, pandemics, quarantine orders or similar actions which prevent the conducting of work, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Engineer may require Subdivider to furnish new security or securities guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer, as a condition of extension.

a. At least fifteen (15) calendar days prior to the commencement of work pursuant to this Agreement, Developer shall provide a written work schedule to the City Engineer so that the City Engineer may be able to provide services for inspection.

b. Subdivider recognizes that by approval of the Subdivision Map, City has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the Property. As a result, City will be damaged to the extent of the need for installation of the Improvements by Subdivider's failure to perform its obligations under this Agreement, including, but not limited to, Subdivider's obligation to commence construction of the Improvements by the time established in this Agreement and Subdivider's obligation to complete construction of the Improvements by the time established in this Agreement.

4. Acquisition and Dedication of Easements or Rights-of-Way. Subdivider shall acquire and dedicate, or pay all costs of including but not limited to the legal fees, court fees, appraisal fees and all costs associated with the acquisition of fee title interest in land, rights-of-way, easements and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City, if necessary. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the Project.

Nothing in this Section shall be construed as authorizing or granting and extension of time to Subdivider.

5. Security. Subdivider shall at all times guarantee Subdivider's performance by furnishing to City and maintaining good and sufficient securities as required by the Subdivision Laws on forms approved by City for the purposes. Subdivider shall provide securities under this section in the amounts as follows:

a. Performance Security. To assure faithful performance of this Agreement in regard to the subject improvements in an amount of 100% of the Estimated Total Cost of Improvements; and

b. Payment Security. To secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the improvements required to be constructed and installed pursuant to this Agreement in the additional amount of 100% of the Estimated Total Cost of Improvements; and

c. Warranty Security. To guarantee and warranty the work done pursuant to this Agreement for a period of one (1) year following final acceptance by the City against any defective work or labor done or defective materials furnished in the additional amount of 10% of the Estimated Total Cost of Improvements; and

d. Subdivider shall also furnish to City good and sufficient security in the amount of 100% of the estimated cost of providing "as-built" drawings consistent with the Conditions in a form acceptable to the City Engineer. These drawings shall be certified as being "as-built" and shall reflect the Improvements as actually constructed, with any and all changes incorporated therein. Said drawings shall be signed and sealed as accurate by the engineer of record.

e. Form of Security: The City may accept performance, payment, and warranty securities in the form of the bonds or other alternate forms as per Section 66499 et. seq. of the Subdivision Map Act (Government Code) including the following:

(i) A Set Aside Letter of Credit from a construction lender in the minimum amount of 200% of the Estimated Total Cost of Improvements. The Set Aside Letter of Credit must require the lender to obtain written permission from the City prior to disbursement of any funds;

(ii) One or more Certificate of Deposit(s) in the minimum amount of 200% of the Estimated Total Cost of Improvements. The value of each individual Certificate of Deposit provided, including any earned interest, shall remain within FDIC insurance coverage limits and shall be fully insured by the FDIC;

(iii) A cash deposit, rather than a Set Aside Letter, or submit said Certificate of Deposit(s), in the minimum amount of 200% of the Estimated Total Cost of Improvements;

(iv) The Set Aside Letter of Credit and/or Certificate of Deposit(s), if permitted, shall be in a form approved by the City Attorney;

(v) The Subdivider may substitute a combination of the above securities, or alternate securities at any time with the City's prior written approval in the City's sole discretion;

(vi) Any changes, alterations, or additions to the Improvement Plans or to the Improvements, not exceeding 10% of the Estimated Total Cost of Improvements, which are mutually agreed upon by City and Subdivider, shall not relieve the securities given for faithful performance, payment and warranty of this agreement. In the event such changes, alterations, or additions exceed 10% of the Estimated Total Cost of Improvements, Subdivider shall provide, as required by the City Engineer, additional securities as required by this Agreement for 100% of the estimated total cost of improvements as changed, altered, or amended;

(vii) The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall:

- (a) Comply with all the requirements for security in this Agreement;
- (b) Be provided to the City Engineer to be filed with the City Clerk; and upon filing,
- (c) Be deemed to have been made a part of and incorporated into this Agreement.

Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

6. Alterations to Improvement Plans.

a. Approval of this Agreement by the City does not release the Subdivider of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his discretion, the Improvement Plans are deemed inadequate in any respect, the Subdivider agrees to make such modifications, changes or revisions as necessary in order to complete the Improvements in a good and workmanlike manner in accordance with accepted design and construction standards and consistent with the Conditions and Improvement Plans.

b. The Subdivider shall construct the improvements in accordance with City Standards in effect at the time of approval of the Improvement Plans. City reserves the right to modify the standards applicable to the Project and this Agreement when necessary to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, City may apply the standards in effect at the time of extension.

7. Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Project by City inspectors and to the shops wherein any work is in preparation. Upon completion of the work the Subdivider shall request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall recommend final acceptance of the public improvements to the City Council. No improvements shall be finally accepted by the City Council unless all aspects of the work have been completed in accordance with the Improvement Plans. When applicable law requires an inspection to be made by the City at a particular stage of the work of constructing and installing such improvements, City shall be given timely notice of Subdivider's readiness for such inspection and Subdivider shall not proceed with additional work until a satisfactory inspection has been made. Subdivider shall bear all costs of inspection and certification. No improvements shall be deemed completed until final acceptance by the City Council pursuant to Section 17 herein.

8. Release of Securities. The securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of this Agreement in regard to the subject improvements shall be released upon (1) the final acceptance thereof by the City; and (2) Subdivider's delivery of the warranty security described in Section 5.c; subject to the provisions of subsection (b) hereof.

b. The City Engineer may release a portion of the security given for faithful performance of this Agreement in regard to the subject improvements as the improvement progresses upon application thereof by the Subdivider, provided, however, that no such release shall be for an amount less than 25% of the total improvement security given for faithful performance and that the security shall not be reduced to an amount less than 50% of the total security given for faithful performance until final completion of the subdivision improvements and final acceptance by the City. In no event shall the City Engineer authorize a release of the faithful performance security which would reduce the security to an amount below 125% of that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

c. Security given to secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the improvements required to be constructed and installed pursuant to this Agreement shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given to guarantee and warranty the work done pursuant to this Agreement shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section 5.c, the warranty period shall not commence until final acceptance by the City.

e. The City may retain from any security released, an amount to sufficiently cover costs and reasonable expenses and fees, including reasonable attorney's fees.

9. Injury to Public Improvements, Public or Private Property, or Public Utilities Facilities. Prior to final acceptance by the City, Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all public improvements, public or private property, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private property and any public utility facilities damaged or destroyed by reason of any

work done under this Agreement, whether such property is owned by the United States or any agency thereof, of the State of California, or any agency or political subdivision thereof, or by the City, a private individual or entity, or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Subdivider shall obtain the written acceptance of such repair or payment from any owner whose private or public property was repaired by the Subdivider or to whom the Subdivider has paid the full cost of such repair in accordance with this Section. The City shall be under no obligation whatsoever to accept the work completed under this Agreement until such time as all repairs have been completed or have been paid for and written acceptances have been provided to the City Engineer.

Furthermore, until such time as the Improvements are accepted by City, Subdivider shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed. Until such time as the Improvements are fully completed and have received final acceptance by the City, Subdivider shall be responsible for the care, maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvement specified in this Agreement prior to the completion and final acceptance by the City of such work or improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

10. Permits and Utility Deposits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

Prior to the commencement of any work related to the Project, the Subdivider shall provide the City with written statements issued by each public utility corporation, telecommunications provider, or public service agency involved to the effect that the Subdivider has made all deposits legally required by such public utility corporation, telecommunications provider, or public service agency for the connection of any and all public utilities to be supplied by such corporation or agency for the Project.

11. Warranty; Repair or Reconstruction of Defective Work. Subdivider shall guarantee and warranty the work done pursuant to this Agreement for a period of one (1) year after final acceptance by the City against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Improvement Plans, Subdivider shall without delay and without cost to the City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, Subdivider hereby authorizes City and HACSM consents to access to the Property, at City's option to perform the work twenty (20) calendar days after mailing written notice

of default to Subdivider and to Subdivider's surety, and agrees to pay the actual costs of such work by City plus twenty (20) percent. Should the City determine that an urgency requires repairs or replacement to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Subdivider shall pay to City the actual cost of such repairs plus twenty (20) percent. Notwithstanding the foregoing, if City desires to access the Property to perform any work, City shall indemnify and hold HACSM and HACSM's officers, officials, members, agents, employees and lenders harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorney's fees and court costs) sustained by or threatened against them which result from or arise out of City's performance of any of such work.

Warranty shall be covered by a warranty security as specified in Section 5.c or, in the absence of such a security, by the performance security specified in Section 5.a.

12. Subdivider Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. Environmental Warranty. Prior to the acceptance of any dedications or improvements by City, Subdivider shall certify and warrant that neither the property to be dedicated nor Subdivider are in violation of any environmental law and neither the property to be dedicated nor Subdivider are subject to any existing, pending, or threatened investigation by any federal, state or local government authority under or in connection with environmental law. Neither Subdivider nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Subdivider's prior and present use of property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

a. Any proceeding or investigation by any federal, state, or local government authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

b. Any claims made or threatened by any third party against City of the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

c. Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restriction on its

ownership, occupancy, use of the purpose for which it is intended, transferability or suit under any environmental law.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore, nor shall anything in this Agreement commit City to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance by the City of any improvement, Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said improvement, and will take reasonable actions to protect the public from such dangerous condition.

16. Superintendence by Subdivider. Subdivider shall give personal superintendence to the work on the Project and Improvements, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for the Subdivider on issues of safety, construction, erosion control, violations as to haul routes, dust control, noise or other general matters of public safety and the environment.

17. Final Acceptance of Public Improvements. Final acceptance of the public improvements on behalf of City shall be made by the City Council upon recommendation of the City Engineer after final completion and final inspection of all improvements. The City Council shall act upon the Engineer's recommendation within sixty (60) days from the date the City Engineer recommends such acceptance. Such acceptance shall not constitute a waiver of defects by City.

18. Indemnity/Hold Harmless. Pursuant to Government Code Section 66474.9, and to no extent further than as permitted by such statute, Subdivider agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents and employees from any and all claims, demands, causes of action, liability, or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this agreement, except for such claims, demands, causes of action, liability, or loss arising out of the negligence of the City, its officials, boards commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of or arising out of, in whole or in part, the design or construction of the Improvements.

This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Project, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and

construction of public drainage systems, streets and other public improvements. The City of the Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved Improvement Plans or Subdivision Map, regardless of any negligent action or inaction taken by the City in approving the Improvement Plans or Subdivision Map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After acceptance of the Improvements, the Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the final acceptance by the City of the Improvements. It is the intent of this Section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The provided securities shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs) incurred by City in enforcing the provisions of this Section.

19. Personal Nature of Subdivider's Obligation. All of Subdivider's obligation under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Project subject to this Agreement, and Subdivider shall not be entitled to assign its obligation under this Agreement to any transferee of all or any part of the property within the Subdivision or any other third party without the express written consent of the City.

20. Sale or Disposition of Project. Seller or other Subdivider may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the Subdivider may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the Subdivider of the obligations under Section 18 for the work or improvement done by Subdivider.

21. Time is of the Essence. Time is of the essence in the performance of this Agreement and each and every term and condition thereof.

22. No Vesting of Rights. Performance by Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

23. Subdivider's Insurance. Subdivider shall not commence work under this Agreement until Subdivider shall have obtained all insurance required under this Section and such insurance shall have been approved by the City Attorney's Office as to form, amount and carrier, nor shall Subdivider allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. The approved insurance coverage must be in full force until all work required by this Agreement is complete and approved by the City.

a. Worker's Compensation Insurance. Subdivider shall maintain, during the life of this Agreement, Worker's Compensation Insurance for all Subdivider's employees employed at the site of improvement, and in case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider. In case any class of employees engaged in work under this agreement at the site of the project is not protected under any Worker's Compensation Law, Subdivider shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Subdivider hereby indemnifies City for any damages resulting to it from failure of either Subdivider or any contractor or subcontractor to take out or maintain such insurance.

b. General Liability, Property Damage & Automobile Insurance. Subdivider shall take out and maintain during the life of this Agreement such public liability and property damage insurance on an occurrence basis as shall insure City, its subsidiary agencies and their elective and appointive boards, commissions, officers, agents and employees, including the negligent act or omission of the City and the Subdivider and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury including death, as well as from claims for property damage which may arise from Subdivider's or any contractor's or subcontractor's operations hereunder, whether such operations be by Subdivider or any contractor or subcontractor, or by anyone directly or indirectly employed by either Subdivider or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

- (1) General Liability Insurance. The amounts of Public Liability Insurance shall be not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate or \$3,000,000.00 combined single limit bodily injury and property damage for each occurrence.
- (2) Property Damage Insurance. In an amount not less than \$500,000.00 for damage to the property of each person on account of any one occurrence.

- (3) Automobile Insurance. Subdivider shall maintain Automobile Insurance pursuant to this Agreement in an amount of not less than \$1,000,000.00 for each occurrence combined single limit or not less than \$500,000.00 for any one person, and \$1,000,000.00 for any one (1) accident, and \$300,000.00 property damage.
- (4) "City of Daly City and its subsidiary agencies, and their officers, agents, employees and servants" shall be named as additional insured on any such policies of public liability and automobile liability insurance, except compensation insurance. Such endorsement shall also contain a provision that the insurance afforded thereby to the City, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

c. Contractual Liability Insurance. Subdivider shall take out and maintain during the life of this Agreement an insurance policy in the amount of at least \$1,000,000.00 insuring City, its subsidiary agencies and their elective and appointive boards, commissions, officers, agents and employees covering Subdivider and any other contractor or subcontractor performing work covered by this Agreement against damages sustained by reason of any action or actions, and/or any claims or demands by reason of any breach or alleged breach of any contract, or provision thereof, or by reason of any contractual liability or alleged contractual liability on any contract, entered into by Subdivider and/or any of Subdivider's contractors, subcontractors, agents and/or employees.

d. Cross Liability. In the event that any of the aforesaid insurance policies provided for in this paragraph insures any entity, person, board or commission other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy City, its subsidiary agencies and their elective and appointive boards, commissions, officers, agents and employees; Subdivider and any contractor or subcontractor performing work covered by this Agreement.

e. Evidence of Insurance. Subdivider shall furnish City concurrently with the execution hereof, with satisfactory evidence of the insurance required, and evidence that each carrier is required to give City at least thirty (30) days' prior written notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement.

f. Insurance Requirements of Surety. In the event Subdivider's surety takes over and completes the work and the Improvements herein specified pursuant to

Section 27 of this Agreement, then in addition to compliance with the above insurance requirements, Subdivider's surety shall be required to comply with the insurance requirements set forth in Section 32 of this Agreement.

24. Title to Improvements. Except as otherwise detailed herein or on the Improvement Plans or the Subdivision Map, title to, and ownership of, water mains and their appurtenant fittings and structures, including the service laterals from the mains up to and including the water meters, drainage pipes and structures serving the public streets and easements, sewer mains and structures, public street lights and other improvements constructed by Subdivider within public rights-of-way and easements but excluding the common area improvements to be maintained by the property owners association per their covenant, conditions and restrictions, shall vest absolutely in City, upon completion and final acceptance of such improvements by the City. The City may at its option, accept said improvements for beneficial public use and maintenance upon their completion and before the Subdivider completes all required Improvements.

25. Cost of Engineering and Inspection; Fees and Charges. Subdivider shall pay to City, pursuant to Title 16 of the Daly City Municipal Code, specifically Sections 16.20.020 and 16.20.030 thereof of the Code, all fees necessary for engineering, plan check and inspection. Other services furnished by City in connection with the Project not covered by the fees shall be paid by Subdivider. City shall furnish statements of all charges for such services performed by City, and Subdivider shall complete payment of such charges within ten (10) calendar days after receipt thereof. Additional fees and charges due in accordance with Daly City Municipal Code for all required permits, deposits, reviews, and securities are the responsibility of the Subdivider. An estimate of Fees, Charges and Deposits associated with the Improvement Plans and Subdivision Map are detailed in Exhibit C, attached hereto and incorporated herein by reference.

26. Default of Subdivider; Notice of Default.

a. Default of Subdivider shall include, but not limited to:

- (1) Subdivider's failure to timely commence construction of Improvements under this Agreement;
- (2) Subdivider assigns the Agreement without the prior written consent of City.
- (3) Subdivider's failure to timely complete construction of the Improvements;
- (4) Subdivider's failure to timely cure any defect in the Improvements;

- (5) Subdivider's failure to perform substantial construction work for a period of ten (10) calendar days after commencement of the work;
- (6) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 calendar days;
- (7) The commencement of a foreclosure action against the Project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (8) Subdivider's failure to perform any other obligation under this Agreement.

b. The City reserves to itself all remedies available to it at law or inequity for breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate the City's damages in the event of default of Subdivider. The right of the City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Subdivider's default shall be measured by the costs of completing the Improvements. The sums provided by the securities may be used by City for the completion of the Improvements in accordance with the Improvement Plans and specifications contained herein.

c. In the event of Subdivider's default under this Agreement, Subdivider authorizes City to perform such obligation twenty (20) calendar days after mailing written notice of default to Subdivider and Subdivider's surety, and agrees to pay the entire cost of such performance by the City.

d. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

e. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by the City of a notice of violation against all the lots in the Project, or to reversion to acreage of the Project or rescission of approvals of the Subdivision Map. The remedy provided by this Subsection c is addition to, and not in

lieu of, other remedies available to City. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of City.

f. In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

g. The failure of City to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider.

h. Notice of Default. The City Engineer or City Council may serve written notice upon Subdivider and Subdivider's surety of breach of this Agreement, or of any portion thereof, and default of Subdivider.

27. Breach of Agreement: Performance by Surety or City. In the event of any such Notice of Default (Section 26, above), Subdivider's surety shall have the duty to take over and complete the work and the Improvements herein specified; provided, however, that if the surety, within ten (10) calendar days after the serving upon it of such notice of its intention to take over the performance of the contract, and the surety does not commence performance thereof within ten (10) calendar days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

28. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City of Daly City
c/o City Engineer
City Hall
333 90th Street
Daly City, CA 94015

City of Daly City
Attn. City Attorney
333 90th Street, 3rd Floor
Daly City, CA 94015

Notices required to be given to Subdivider shall be addressed as follows:

Housing Authority of the County of San Mateo
264 Harbor Blvd., Bldg. A
Belmont, CA 64002-4017
Attn: Raymond Hodges, Executive Director

San Mateo County Counsel's Office
400 County Center, 6th Floor
Redwood City, CA 94063
Attn: Ramaah Sadasivam

MP Midway Associates 2, L.P.
c/o Mid Pen Housing Corporation
1970 Broadway Ste 100
Oakland, CA 94612
Attn: Assistant Secretary

Wells Fargo Affordable Housing
Community Development Corporation
MAC D1053-170
301 South College Street
Charlotte, NC 28288
Attention: Director of Tax Credit Asset Management

Notices required to be given to the surety of Subdivider shall be addressed to the last known or provided address by the surety.

Any party or the surety may change such address by notice in writing to the other parties and thereafter notices shall be addressed and transmitted. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail.

29. Assignment by Subdivider. Subdivider may assign its obligations under this Agreement only with the prior written approval of the City, such consent not to be unreasonably withheld. In connection with any such assignment, Subdivider and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney. City acknowledges that Wells Fargo Bank, N.A. ("Wells") is providing construction financing to Developer and if Wells forecloses or otherwise realizes upon its security interest in the Property, City recognizes Wells or its successor, as a permitted transferee of the rights of Developer and Subdivider hereunder as long as Wells provides notice to City. Upon assignment to Wells, City acknowledges that Wells Fargo Affordable Housing Community Development Corporation shall have the right, but not the obligation, to cure any default on behalf of the Subdivider hereunder, and the City agrees to accept such cure on the same terms afforded to the Subdivider.

30. Binding Upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto.

31. Limited Role of HACSM. City, Developer, and HACSM acknowledge and agree as follows: (A) HACSM is the fee owner of record of the Property; (B) pursuant to an Affordable Housing and Property Disposition Agreement between HACSM and Developer entered into on or about February 28, 2023, HACSM has agreed to ground lease the Property to Developer, and Developer has agreed to develop and thereafter operate thereon a rental affordable housing development (the "Affordable Housing Development"); (C) Developer has prepared and is recording the Subdivision Map in order to facilitate the financing for the Affordable Housing Development and to enable the transaction to be appropriately insured; (D) as an accommodation to Developer and to enable Developer to record the Subdivision Map, HACSM has agreed to execute this Agreement as one of the entities that comprise the "Subdivider;" and (E) notwithstanding HACSM's execution of this Agreement, or anything to the contrary in this Agreement, (1) HACSM is not a developer and at no time will HACSM perform, or be obligated to perform, any development activities pursuant to this Agreement, (2) during the term of this Agreement, the City will look solely to the Developer for all of the obligations of the Subdivider under this Agreement, and (3) Developer, as Subdivider, shall be solely obligated to obtain all insurance and Security required under this Agreement, and to perform all indemnity obligations under this Agreement.

32. HACSM as Additional Insured. Developer hereby agrees that HACSM and the County of San Mateo, and their respective officers, officials, members, employees, agents and representatives, shall be named as an additional insured on all liability insurance required to be obtained by Subdivider pursuant to Section 23 of this Agreement, and such additional insured endorsement shall contain a provision that such insurance shall be primary to the full limits of liability of the policy(ies) and that any insurance held by HACSM and/or the County of San Mateo shall be excess insurance only.

33. Runs with the Land; Recordation. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of San Mateo County. Upon completion of performance and satisfaction by Subdivider of its obligations under this Agreement, including warranty obligations, the Subdivider may request that a written statement be recorded by City in the Official Records of San Mateo County terminating this Agreement and releasing all of the Property. The recorded written statement does not release the parties from obligations that survive termination of this Agreement, including indemnification.

34. Building Occupancy Permits. All required improvements, utilities, landscaping, and other services shall be completed and accepted by the City before a request is made for a Building Occupancy Permit.

35. Conditions, Covenants and Restrictions (or Declaration of Covenants); Subdivision Map and Deeds and Easements.

Prior to the sale of any residential units, the Subdivider must have:

- a. City and State approved Conditions, Covenants and Restrictions (or Declaration of Covenants);
- b. A recorded parcel map or final map covering the units proposed for sale;
- c. City approved form of deed(s) covering necessary cross-easements or other such title documents providing for on-site vehicle access and parking.

36. Compliance with Laws. Subdivider, its agents, employees, contracts, and subcontractors shall comply with all federal, state and local laws in the construction of the Improvements and land development work required by this Agreement.

37. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

38. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

39. Litigation. In the event that suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.

40. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

41. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modification, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

42. Interpretation. This Agreement shall in interpreted in accordance with the laws of the State of California.

43. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of San Mateo, State of California.

44. Counterparts. This First Agreement may be executed in one or more counterparts, each of which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the Effective Date hereinabove first written.

SUBDIVIDER:

HACSM:

HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, a public body, corporate and politic

By: _____

Raymond Hodges, Executive Director of
The Housing Authority of the
County of San Mateo *Director of Housing*

DEVELOPER:

MP Midway Associates 2, L.P.,
a California limited partnership

By: MP Midway 2, LLC,
a limited liability company,
its general partner

By: Mid-Peninsula Half Moon Bay, Inc.,
a California nonprofit public benefit
corporation, its sole
member/manager

By: _____

Abigail Goldware Potluri
Assistant Secretary

[Additional Signature Page Follows]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN MATEO

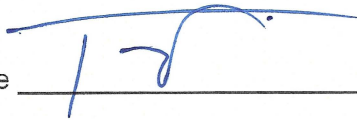
On JANUARY 9, 2025 before me, TIMOTHY ARTHUR PONTI, Notary Public
(insert name and title of the officer)

personally appeared RAYMOND HODGES,
who 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.

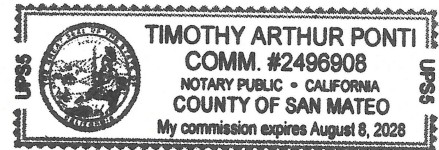
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



IN WITNESS WHEREOF, this Agreement is executed by the parties as of the Effective Date hereinabove first written.

SUBDIVIDER:

HACSM:

**HOUSING AUTHORITY OF THE COUNTY
OF SAN MATEO**, a public body, corporate and
politic

By: _____
Raymond Hodges, Executive Director of
The Housing Authority of the
County of San Mateo

DEVELOPER:

MP Midway Associates 2, L.P.,
a California limited partnership

By: MP Midway 2, LLC,
a limited liability company,
its general partner

By: Mid-Peninsula Half Moon Bay, Inc.,
a California nonprofit public benefit
corporation, its sole
member/manager

By: 

Abigail Goldware Potluri
Assistant Secretary

[Additional Signature Page Follows]

ACKNOWLEDGMENT

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA))
COUNTY OF ALAMEDA)) SS.

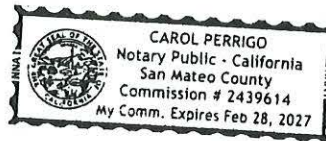
On January 9, 2025 before me, Carol Perrigo, Notary Public, personally appeared Abigail Goldware Potluri, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public LS



Attached Loose Certificate, Acknowledgment for document:

Midway Ph 2 - Subdivision Improvement Agr (City of Daly City)

CITY:

CITY OF DALY CITY,
a California municipal corporation

By: _____
Thomas J. Piccolotti,
City Manager

APPROVED AS TO FORM:

By: _____
Rose Zimmerman,
City Attorney

NOTICE: The Conditions of Approval for the tentative map for this Subdivision include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), this Notice constitutes written notice of a statement of the amount of such fees, and description of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby notified that the 90-day approval period in which you may protest these fees, dedications, reservation, and other exactions, pursuant to Government Code Section 66020(a), begins on the date the City Council approves the Final Map. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California
County of San Mateo

On _____ before me, _____ personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which he acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

MIDWAY – BAYSHORE - PHASE 2 SUB-05-19-14055

(Project)



November 7, 2022
BKF No. 20181024

Page 1 of 1

Exhibit "A"
Legal Description

PARCEL PROPERTY

47 Midway Drive, Daly City, CA
(PHASE 2)

Real property in the City of Daly City, County of San Mateo, State of California, described as follows:

Being a all of Lots 21 and 29, and portion of Lots 20, 22, 28, 30, 31 and 34 as said lots are shown on that certain Map, entitled "Map of Midway Village", filed for record on July 26, 1976 in Book 91 of Maps at Pages 44 through 48 inclusive, Records of San Mateo County and being also a portion of the Designated Remainder, as said Remainder is shown on that certain Parcel Map, entitled "Sub-05-19-14055, Midway – Bayshore, Phase 1", filed for record on June 29, 2021 in Book 86 of Parcel Maps at Pages 3 through 8 inclusive, Records of said County, more particularly described as follows:

BEGINNING at the most easterly corner of said Designated Remainder, as shown on said Parcel Map (86 PM 3-8);

Thence leaving said corner and along the southeasterly line said Designated Remainder, South 20°35'05" West, 180.48 feet;

Thence leaving said southeasterly line, the following courses and distances:

North 69°24'55" West, 134.32 feet;

South 20°35'05" West, 60.00 feet;

North 69°24'55" West, 319.20 feet to the southeasterly line of Schwerin Street, being 66.00 feet in width as shown on said Parcel Map;

Thence along said southeasterly line, North 20°35'05" East, 188.56 feet;

Thence leaving said southeasterly line of Schwerin Street, South 69°24'55" East, 442.02 feet to the intersection with the southwesterly prolongation of the southeasterly line of said Designated Remainder;

Thence along said prolongation line, North 20°35'05" East, 51.92 feet to the northeasterly line of said Designated Remainder;

Thence along said northeasterly line, South 69°24'55" East, 11.50 feet to the point of **BEGINNING**.

Containing an area of 1.792 acres, more or less.

As shown on EXHIBIT "B" plat attached hereto and made a part hereof.

This legal description was prepared by me, or under my direct supervision.

By: John Koroyan
John Koroyan
P.L.S. No. 8883

Date: Nov. 7, 2022



MIDWAY – BAYSHORE - PHASE 2 SUB-05-19-14055
(Project)

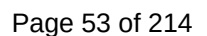


EXHIBIT C
ESTIMATED TOTAL COST OF IMPROVEMENTS

MIDWAY – BAYSHORE - PHASE 2 SUB-05-19-14055
(Project)

HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, a public body,
corporate and politic, and **MP MIDWAY ASSOCIATES 2, L.P.**, a California limited
partnership (Subdivider)

IMPROVEMENTS REQUIRED – COST

<u>Improvements</u>	<u>Estimated Costs</u>
1. Demolition	\$597,790.00
2. Grading & Paving	
a. Streets	\$127,815.00
b. C3 Water Quality	\$32,780.00
3. Site Concrete	
a. Sidewalks (Including Driveway Approaches)	\$510,220.00
b. Curb and Gutters	\$159,105.00
4. Pavement Marking and Bumpers	\$70,582.00
5. Landscape	\$182,985.00
6. Site Utilities	
a. Storm Drainage Facilities	\$774,220.00
b. Sanitary Sewer Facilities	\$468,510.00
c. Water Main & Fire Hydrant Facilities	\$746,620.00

7.	Joint Trench	\$600,630.00
8.	Administration (15%)	\$640,688.55
9.	Contingency Allowance (10%)	\$427,125.70
ESTIMATED TOTAL COST OF IMPROVEMENTS		\$5,339,071.25

EXHIBIT D
ESTIMATE OF FEES, CHARGES AND DEPOSITS

MIDWAY – BAYSHORE - PHASE 2 SUB-05-19-14055
(Project)

HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, a public body,
corporate and politic, and **MP MIDWAY ASSOCIATES 2, L.P.**, a California limited
partnership (Subdivider)

FEES REQUIRED

1.	City's Plan Review charges (including map review)	\$88,178.35
2.	Subdivision Agreement	\$5,753.00
3.	Improvement Permit and Inspection charges	\$192,167.88
4.	Technology Fees (9% of Permit Fees)	\$25,748.93
5.	Parkland Dedication In-Lieu Fees (Waived by Resolution 20-98)	\$0.00
TOTAL		\$311,848.16

FEES COLLECTED WITH BUILDING PERMITS:

1.	Public Facility fees AB1600 (Estimated)	\$303,540.84
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REFUNDABLE DEPOSITS:

1.	Cash/Bond deposit for emergency, and clean-up and other corrective work shall be maintained at an amount not less than	\$10,678,142.50
2.	Cash deposit for the photo-mylar reproducible of the Parcel Map after it is filed with the County Recorder	\$600.00

SUBDIVIDER SHALL:

- A. Reimburse City for its engineering and administrative costs in connection with the Project such as map checking and plan review. These costs are to be paid prior to Council's consideration of this Agreement.
- B. Reimburse the City for its costs in providing Subdivision Improvement Inspection. The amount attributable to this subdivision is One Hundred Ninety-Two Thousand One Hundred Sixty-Seven and 88/100 Dollars (\$192,167.88) at the time of issuance of permits.
- C. Pay all development fees at the time of issuance of building permits.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT ARE NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY DEDICATE TO PUBLIC USE, EASEMENTS FOR UNDERGROUND PUBLIC UTILITY FACILITIES, DESIGNATED ON THIS MAP AS "PUBLIC UTILITY EASEMENT" (P.U.E.), FOR SUCH USE AS GAS MAINS, PUBLIC UTILITIES, INCLUDING ELECTRIC, COMMUNICATION AND CABLE TELEVISION FACILITIES, AND OTHER SIMILAR USES, TOGETHER WITH APPURTENANCES THEREOF AND WITH RIGHTS OF INGRESS AND EGRESS. SAID PUBLIC UTILITY EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE PUBLIC EASEMENTS FOR PUBLIC PEDESTRIAN AND VEHICLE ACCESS, INCLUDING RIGHTS OF INGRESS AND EGRESS, FOR THE PRIVATE STREET KNOWN AS PARTRIDGE STREET AND FOR PUBLIC PEDESTRIAN ACCESS, INCLUDING RIGHTS OF INGRESS AND EGRESS, SHOWN ON SAID MAP AS "P.A.E."

WE ALSO HEREBY DEDICATE TO THE PUBLIC EASEMENTS FOR ACCESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT, SHOWN ON SAID MAP AS "E.V.A.E."

WE HEREBY DEDICATE A NO BUILD EASEMENT, DESIGNATED AND DELINEATED ON THIS MAP AS "NO BUILD EASEMENT" (N.B.E.), FOR THE PURPOSES OF FIRE SEPARATION FOR THE BUILDING LOCATED ON PARCEL 2 OF THIS MAP. SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM ABOVE GROUND STRUCTURES OF ANY KIND, FOR THE BENEFIT OF PARCEL 2 OF THIS MAP.

WE ALSO HEREBY RESERVE FOR THE PRIVATE USE OF THE HOMEOWNERS OF THE SUBDIVISION FOR STORM DRAIN PURPOSES, SHOWN ON SAID MAP AS "P.S.D.E."

WE ALSO HEREBY RESERVE FOR THE PRIVATE USE OF THE HOMEOWNERS OF THE SUBDIVISION FOR PEDESTRIAN AND VEHICULAR ACCESS, THE PRIVATE STREET KNOWN AS PARTRIDGE STREET, SHOWN ON SAID MAP.

AS OWNER: HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, A PUBLIC BODY CORPORATE AND POLITICAL.

BY: Raymond Hodges
NAME: Raymond Hodges
ITS: Director of Housing

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA)SS.
COUNTY OF SAN MATEO)

ON JANUARY 9 2025, BEFORE ME, TIMOTHY ARTHUR PONTI, NOTARY PUBLIC,
A NOTARY PUBLIC,

PERSONALLY APPEARED RAYMOND HODGES
WHO 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY'S SIGNATURE: T. Ponti
PRINTED NOTARY'S NAME: TIMOTHY ARTHUR PONTI
NOTARY'S OF PRINCIPAL PLACE OF BUSINESS: COLMA, CA.
NOTARY'S COMMISSION NUMBER: 2496908
EXPIRATION OF NOTARY'S COMMISSION: AUGUST 8, 2028

GEOTECHNICAL REPORT NOTE

A SOILS REPORT HAS BEEN PREPARED BY ROCKRIDGE GEOTECHNICAL, ENTITLED "FINAL GEOTECHNICAL INVESTIGATION, PROPOSED RESIDENTIAL REDEVELOPMENT, MIDWAY VILLAGE - PHASE 2, DALY CITY, CALIFORNIA" PROJECT NO. 18-1569, DATED JUNE 25, 2024, A COPY OF WHICH HAS BEEN FILED WITH THE CITY OF DALY CITY.

PARCEL MAP
SUB-05-19-14055
MIDWAY - BAYSHORE
PHASE 2

CONSISTING OF 4 SHEETS

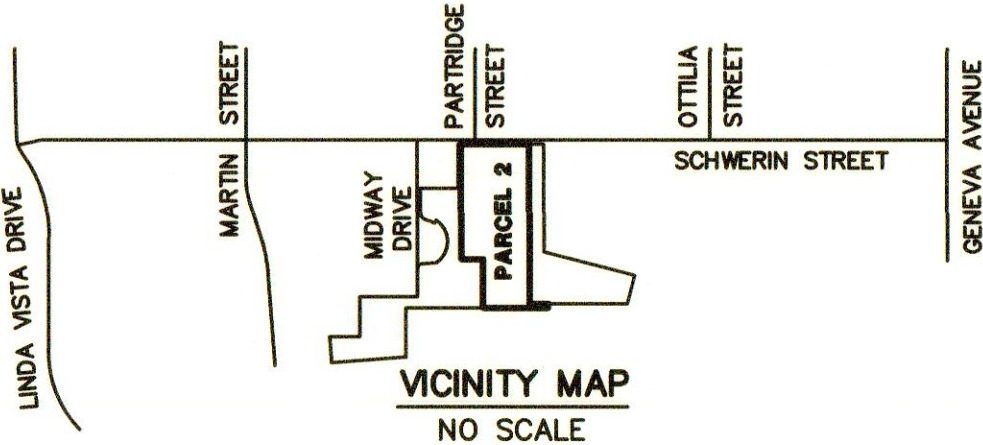
BEING A MERGER AND RE-SUBDIVISION OF ALL OF LOTS 20, 21, 22, 28, 29, 30, 31 AND 34 AS SAID LOTS ARE SHOWN ON THAT CERTAIN MAP, ENTITLED "MAP OF MIDWAY VILLAGE", FILED FOR RECORD ON JULY 26, 1976 IN BOOK 91 OF MAPS AT PAGES 44 THROUGH 48 INCLUSIVE, RECORDS OF SAN MATEO COUNTY; BEING ALSO THE DESIGNATED REMAINDER AS SHOWN ON THAT CERTAIN PARCEL MAP, SUB-05-19-14055, ENTITLED "MIDWAY - BAYSHORE, PHASE 1", FILED FOR RECORD ON JUNE 29, 2021 IN BOOK 86 OF PARCEL MAPS AT PAGES 3 THROUGH 8 INCLUSIVE, RECORDS OF SAID COUNTY

LYING ENTIRELY WITHIN
CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA

DATE: DECEMBER 2024



ENGINEERS-SURVEYORS-PLANNERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CALIFORNIA 95112



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MIDPEN HOUSING CORPORATION IN JUNE, 2023. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED, OR THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE DECEMBER 31, 2026; AND THAT THE MONUMENTS ARE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

12-23-2024
DATE

DAVIS THRESH
P.L.S. NO. 6868



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE

SHIRLEY CHAN YEE
P.E. NO. 61747
ACTING CITY ENGINEER
CITY OF DALY CITY



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THIS PARCEL MAP WAS EXAMINED BY ME AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE

ANNE-SOPHIE TRUONG
P.L.S. NO. 8998
ACTING CITY SURVEYOR
CITY OF DALY CITY



CITY CLERK'S STATEMENT

I, K. ANNETTE HIPONA, CITY CLERK OF THE CITY OF DALY CITY, SAN MATEO COUNTY, HEREBY STATE THAT THE CITY COUNCIL OF SAID DALY CITY BY RESOLUTION ADOPTED AT ITS REGULAR MEETING OF SAID CITY HELD ON THE _____ DAY OF _____, 20____, DULY APPROVED THE HEREIN PARCEL MAP OF MIDWAY-BAYSHORE PHASE 2, AS SHOWN HEREON, AND DID ALSO ACCEPT, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, THOSE EASEMENTS DESIGNATED AS PUBLIC ACCESS EASEMENT (P.A.E.), EMERGENCY VEHICLE INGRESS AND EGRESS EASEMENT (E.V.A.E.), AND PUBLIC UTILITY EASEMENT (P.U.E.), SHOWN HEREON AS DEDICATED FOR PUBLIC USE.

PURSUANT TO GOVERNMENT CODE SECTION 66445(J), THE CITY OF DALY CITY HEREBY ABANDONS THOSE PORTIONS OF THE HEREAFTER LISTED EASEMENTS, THAT ARE LOCATED WITHIN THE BOUNDARY OF PARCEL 2, BUT ARE NOT SHOWN ON THIS MAP:

1) PUBLIC EASEMENTS WITHIN PARCEL 2. SAID EASEMENTS BEING ABANDONED WERE CREATED PER THAT CERTAIN MAP, ENTITLED "MAP OF MIDWAY VILLAGE", FILED FOR RECORD ON JULY 26, 1976 IN BOOK 91 OF MAPS AT PAGES 44 THROUGH 48, AND ARE DESIGNATED AND DELINEATED AS FOLLOWS:

Ⓐ P.U.E. (PUBLIC UTILITIES); Ⓑ P.U.E. (PUBLIC UTILITIES & PUBLIC VEHICULAR/PEDESTRIAN ACCESS); Ⓒ P.U.E. (PUBLIC UTILITIES & PUBLIC PEDESTRIAN ACCESS); Ⓓ P.U.E. (PUBLIC UTILITIES).

DATE

K. ANNETTE HIPONA
CITY CLERK
CITY OF DALY CITY

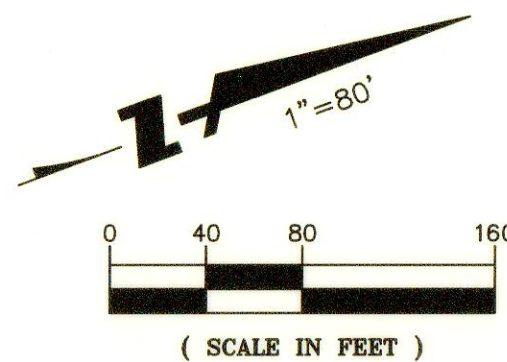
COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ M.
IN VOLUME _____ OF PARCEL MAPS AT PAGES _____ AT THE
REQUEST OF _____

FILE NO. _____ FEE _____

MARK CHURCH, SAN MATEO COUNTY RECORDER

BY: _____
DEPUTY



BASIS OF BEARINGS
THE BEARING N20°35'05"E OF THE CENTER LINE OF SCHWERIN STREET, BETWEEN FOUND MONUMENTS, AS SAID BEARING IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF LINDA VISTA I", FILED FOR RECORD ON JULY 27, 1989 IN BOOK 120 OF MAPS AT PAGES 49 THROUGH 54, RECORDS OF SAN MATEO COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

- MAP NOTES**
1. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS A TOTAL AREA OF 4.381 AC.± WHICH INCLUDES PARCEL 2, DESIGNATED REMAINDER 1 AND DESIGNATED REMAINDER 2.
 3. THE CENTERLINE OF MIDWAY DRIVE AND MARTIN STREET WERE DETERMINED BY THE SPLIT OF THE FACE OF CURB IMPROVEMENTS.
 4. SHEET 2 DEPICTS THE EXTERIOR BOUNDARY, PROPOSED PARCEL 2, DESIGNATED REMAINDER 1, DESIGNATED REMAINDER 2 AND ALL OF THE EXISTING EASEMENTS TO REMAIN. SEE SHEET 3 FOR PROPOSED PRIVATE STREET, PRIVATE STORM DRAIN EASEMENT, EMERGENCY VEHICLE ACCESS EASEMENTS, PUBLIC ACCESS EASEMENTS, NO BUILD EASEMENT AND PUBLIC UTILITY EASEMENTS.

- EASEMENT LEGEND**
- EASEMENT (A) - DENOTES P.U.E. (PUBLIC UTILITIES) PER 91 M 44-48 TO REMAIN
- EASEMENT (B) - DENOTES P.U.E. & P.A.E. (PUBLIC UTILITIES & PUBLIC VEHICULAR/PEDESTRIAN ACCESS) PER 91 M 44-48 TO REMAIN
- EASEMENT (C) - DENOTES P.U.E. & P.A.E. (PUBLIC UTILITIES & PUBLIC PEDESTRIAN ACCESS) PER 91 M 44-48 TO REMAIN
- EASEMENT (D) - DENOTES P.U.E. & P.R.A.E. (PUBLIC UTILITIES & VEHICULAR AND PEDESTRIAN ACCESS OF OWNERS OR OCCUPANTS) PER 91 M 44-48 TO REMAIN
- EASEMENT (E) - DENOTES P.U.E. & P.R.A.E. (PUBLIC UTILITIES & PRIVATE PEDESTRIAN ACCESS OF OWNERS OR OCCUPANTS) PER 91 M 44-48 TO REMAIN

- LEGEND**
- DISTINCTIVE BORDER
 - EXISTING LOT LINE PER 91 M 44-48 TO BE REMOVED BY THIS PARCEL MAP
 - CENTER LINE/MONUMENT LINE
 - EASEMENT LINE
 - FOUND MONUMENT, AS NOTED ON MAP
 - FOUND LEAD & TACK, AS NOTED ON MAP
 - FOUND 3/4" IRON PIPE WITH PLASTIC PLUG, TACK AND TAG, STAMPED "LS 6868"
 - SET 3/4" IRON PIPE WITH PLASTIC PLUG, TACK AND TAG, STAMPED "LS 6868"
 - SEARCHED FOR NOT FOUND
 - S.F.N.F.
 - ESMT.
 - ()
 - P.A.E.
 - P.U.E.
 - P.S.D.E.
 - P.R.A.E.
 - RECORD DATA PER 120 M 49-54
 - PUBLIC ACCESS EASEMENT
 - PUBLIC UTILITY EASEMENT
 - PRIVATE STORM DRAIN EASEMENT
 - PRIVATE ACCESS EASEMENT

- FOUND 3" BRASS DISC WITH PUNCH MARK INSIDE MONUMENT WELL, STAMPED "RCE 13776", PER 120 M 49-54
- MARTIN STREET
- 588.25' (587.93')
- N20°35'05"E 2607.84'
- 33'
- 492.92' (492.93')
- MONUMENT PER 91 M 44-48 S.F.N.F.
- 129.98'
- 236.50'
- N20°35'05"E 236.50'
- 352.85'
- N20°35'05"E 344.25'
- 807.34'
- FOUND LEAD & TACK, PER 120 M 49-54
- ESMT. (A)
- HELD ANGLE AS 75°24'00" PER 91 M 44-48 AND 12 M 76
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SCHWERIN STREET
(66' WIDE PUBLIC STREET)

BASIS OF BEARINGS
N20°35'05"E 2607.84'

FOUND LEAD & TACK,
PER 120 M 49-54

LINE TABLE		
NO.	BEARING	LENGTH
L1	N54°48'55"W	34.10'
L2	N69°24'55"W	33.00'
L3	N69°24'55"W	11.50'
L4	N20°35'05"E	11.86'
L5	N16°23'28"E	40.11'
L6	N35°56'59"W	9.50'
L7	N20°35'05"E	51.92'
L8	N38°22'40"E	2.96'
L9	N69°23'02"W	23.08'
L10	N20°35'05"E	1.57'
L11	N88°57'38"W	14.68'
L12	N69°24'55"W	15.04'
L13	N20°35'05"E	7.00'
L14	N42°35'43"W	15.51'

LINE TABLE		
NO.	BEARING	LENGTH
L15	N70°33'05"W	1.85'
L16	N20°34'56"E	8.61'
L17	N69°24'55"W	8.00'
L18	N20°35'14"E	8.46'
L19	N70°33'05"W	41.13'
L20	N68°16'15"W	30.01'
L21	N20°34'56"E	9.13'
L22	N69°24'55"W	8.00'
L23	N20°35'14"E	9.29'
L24	N68°16'15"W	63.87'

MAP NOTES

- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- SEE SHEET 2 FOR THE EXTERIOR PERIMETER BOUNDARY, PROPOSED PARCEL 2, DESIGNATED REMAINDER 1, DESIGNATED REMAINDER 2 AND ALL OF THE EXISTING EASEMENTS TO REMAIN. SHEET 3 SHOWS THE PROPOSED PRIVATE STREET, PRIVATE STORM DRAIN EASEMENT, EMERGENCY VEHICLE ACCESS EASEMENTS, PUBLIC ACCESS EASEMENTS, NO BUILD EASEMENT AND PUBLIC UTILITY EASEMENTS.
- ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE BOUNDARY LINE AND/OR ADJACENT EASEMENT LINE.

LEGEND

---	DISTINCTIVE BORDER
---	CENTER LINE/MONUMENT LINE
---	EASEMENT LINE
⊙	FOUND MONUMENT, AS NOTED ON MAP
⊗	FOUND LEAD & TACK, AS NOTED ON MAP
●	FOUND 3/4" IRON PIPE WITH PLASTIC PLUG, TACK AND TAG, STAMPED "LS 6868"
○	SET 3/4" IRON PIPE WITH PLASTIC PLUG, TACK AND TAG, STAMPED "LS 6868"
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
N.B.E.	NO BUILD EASEMENT

PARCEL MAP
SUB-05-19-14055
MIDWAY - BAYSHORE
PHASE 2

CONSISTING OF 4 SHEETS

BEING A MERGER AND RE-SUBDIVISION OF ALL OF LOTS 20, 21, 22, 28, 29, 30, 31 AND 34 AS SAID LOTS ARE SHOWN ON THAT CERTAIN MAP, ENTITLED "MAP OF MIDWAY VILLAGE", FILED FOR RECORD ON JULY 26, 1976 IN BOOK 91 OF MAPS AT PAGES 44 THROUGH 48 INCLUSIVE, RECORDS OF SAN MATEO COUNTY; BEING ALSO THE DESIGNATED REMAINDER AS SHOWN ON THAT CERTAIN PARCEL MAP, SUB-05-19-14055, ENTITLED "MIDWAY - BAYSHORE, PHASE 1", FILED FOR RECORD ON JUNE 29, 2021 IN BOOK 86 OF PARCEL MAPS AT PAGES 3 THROUGH 8 INCLUSIVE, RECORDS OF SAID COUNTY

LYING ENTIRELY WITHIN
CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA

SCALE: 1" = 40'
DATE: DECEMBER 2024



ENGINEERS-SURVEYORS-PLANNERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CALIFORNIA 95112

BKF NO. 20181024

SHEET 3 OF 4

SCHWERIN STREET
(66' WIDE PUBLIC STREET)

BASIS OF BEARINGS
N20°35'05"E 2607.84'

FOUND LEAD & TACK,
PER 120 M 49-54

LINE TABLE		
NO.	BEARING	LENGTH
L1	N54°48'55"W	34.10'
L2	N69°24'55"W	33.00'
L3	N69°24'55"W	11.50'
L4	N20°35'05"E	11.86'
L5	N16°23'28"E	40.11'
L6	N35°56'59"W	9.50'
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L8	N38°22'40"E	2.96'
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L10	N20°35'05"E	1.57'
L11	N88°57'38"W	14.68'
L12	N69°24'55"W	15.04'
L13	N20°35'05"E	7.00'
L14	N42°35'43"W	15.51'

LINE TABLE		
NO.	BEARING	LENGTH
L15	N70°33'05"W	1.85'
L16	N20°34'56"E	8.61'
L17	N69°24'55"W	8.00'
L18	N20°35'14"E	8.46'
L19	N70°33'05"W	41.13'
L20	N68°16'15"W	30.01'
L21	N20°34'56"E	9.13'
L22	N69°24'55"W	8.00'
L23	N20°35'14"E	9.29'
L24	N68°16'15"W	63.87'

MAP NOTES

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- ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE BOUNDARY LINE AND/OR ADJACENT EASEMENT LINE.

LEGEND

---	DISTINCTIVE BORDER
---	CENTER LINE/MONUMENT LINE
---	EASEMENT LINE
⊙	FOUND MONUMENT, AS NOTED ON MAP
⊗	FOUND LEAD & TACK, AS NOTED ON MAP
●	FOUND 3/4" IRON PIPE WITH PLASTIC PLUG, TACK AND TAG, STAMPED "LS 6868"
○	SET 3/4" IRON PIPE WITH PLASTIC PLUG, TACK AND TAG, STAMPED "LS 6868"
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
N.B.E.	NO BUILD EASEMENT

PARCEL MAP
SUB-05-19-14055
MIDWAY - BAYSHORE
PHASE 2

CONSISTING OF 4 SHEETS

BEING A MERGER AND RE-SUBDIVISION OF ALL OF LOTS 20, 21, 22, 28, 29, 30, 31 AND 34 AS SAID LOTS ARE SHOWN ON THAT CERTAIN MAP, ENTITLED "MAP OF MIDWAY VILLAGE", FILED FOR RECORD ON JULY 26, 1976 IN BOOK 91 OF MAPS AT PAGES 44 THROUGH 48 INCLUSIVE, RECORDS OF SAN MATEO COUNTY; BEING ALSO THE DESIGNATED REMAINDER AS SHOWN ON THAT CERTAIN PARCEL MAP, SUB-05-19-14055, ENTITLED "MIDWAY - BAYSHORE, PHASE 1", FILED FOR RECORD ON JUNE 29, 2021 IN BOOK 86 OF PARCEL MAPS AT PAGES 3 THROUGH 8 INCLUSIVE, RECORDS OF SAID COUNTY

LYING ENTIRELY WITHIN
CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA

SCALE: 1" = 40'
DATE: DECEMBER 2024



ENGINEERS-SURVEYORS-PLANNERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CALIFORNIA 95112

BKF NO. 20181024

SHEET 3 OF 4

FOUND 3" BRASS DISC WITH
PUNCH MARK INSIDE MONUMENT
WELL, STAMPED "RCE 13776",
PER 120 M 49-54

FOUND LEAD & TACK, -
PER 120 M 49-54

LINE TABLE		
NO.	BEARING	LENGTH
L20	N20°35'05"E	12.90'
L21	N69°24'55"W	13.50'
L22	N20°35'05"E	5.90'
L23	N20°35'05"E	7.00'

NO.	BEARING	LENGTH
L20	N20°35'05"E	12.90'
L21	N69°24'55"W	13.50'
L22	N20°35'05"E	5.90'
L23	N20°35'05"E	7.00'

LINE TABLE		
NO.	BEARING	LENGTH
L11	N34°36'29"E	15.00'
L12	N69°24'55"W	15.04'
L13	N55°23'31"W	48.23'
L14	N45°55'32"W	27.35'
L15	N20°35'05"E	12.31'
L16	N69°24'55"W	9.30'
L17	N45°55'32"W	22.49'
L18	N20°35'05"E	32.95'
L19	N69°24'55"W	6.50'
L25	N20°35'05"E	16.05'
L26	N20°35'05"E	13.09'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	14.50'	85°46'30"	21.71'
C2	61.00'	22°17'31"	23.73'
C3	20.00'	79°19'41"	27.69'
C4	70.50'	13°46'32"	16.95'
C5	28.00'	16°36'06"	8.11'

1. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 2 FOR THE EXTERIOR PERIMETER BOUNDARY, PROPOSED PARCEL 2, DESIGNATED REMAINDER 1, DESIGNATED REMAINDER 2 AND ALL OF THE EXISTING EASEMENTS TO REMAIN. SHEET 3 SHOWS THE PROPOSED FRONT STREET, PRIVATE STORM DRAIN EASEMENT, EMERGENCY VEHICLE ACCESS EASEMENTS, PUBLIC ACCESS EASEMENTS, NO BUILD EASEMENT AND PUBLIC UTILITY EASEMENTS.
3. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE BOUNDARY LINE AND/OR ADJACENT EASEMENT LINE.

_____	DISTINCTIVE BORDER
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N.B.E.	NO BUILD EASEMENT

CONSISTING OF 4 SHEETS

BEING A MERGER AND RE-SUBDIVISION OF ALL OF LOTS 20, 21, 22, 28, 29, 30, 31 AND 34 AS SAID LOTS ARE SHOWN ON THAT CERTAIN MAP, ENTITLED "MAP OF MIDWAY VILLAGE", FILED FOR RECORD ON JULY 26, 1976 IN BOOK 91 OF MAPS AT PAGES 44 THROUGH 48 INCLUSIVE, RECORDS OF SAN MATEO COUNTY; BEING ALSO THE DESIGNATED REMAINDER AS SHOWN ON THAT CERTAIN PARCEL MAP, SUB-05-19-14055, ENTITLED "MIDWAY - BAYSHORE, PHASE 1", FILED FOR RECORD ON JUNE 29, 2021 IN BOOK 86 OF PARCEL MAPS AT PAGES 3 THROUGH 8 INCLUSIVE, RECORDS OF SAID COUNTY


BKF

ENGINEERS—SURVEYORS—PLANNERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CALIFORNIA 95112

SHEET 4 OF 4

Recording Requested By:

City of Daly City

No Fee for recording pursuant to Government Code
Sections 6103 and 27383

When Recorded Mail To:

City of Daly City

City Hall

333 90th Street

Daly City, California 94015

Attn: Thomas J. Piccolotti, City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LICENSE AGREEMENT
(Temporary Public Utilities License)

This License Agreement (the "Agreement") is entered into this ___ day of _____, 2025 by and amongst the **HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO**, a public body, corporate and politic ("Grantor"), **MP MIDWAY ASSOCIATES 2, L.P.**, a California limited partnership ("Developer"), and the **CITY OF DALY CITY**, a California municipal corporation ("Grantee").

Background

A. Grantor is the fee owner of that certain real property commonly known as 47 Midway Drive, in Daly City, California as more particularly described at **Exhibit A** (the "Grantor's Parcel").

B. Developer intends to ground lease Grantor's Parcel to develop one hundred thirteen (113) new affordable housing units and a childcare center thereon (the "Project").

C. Grantee is a California municipal corporation having jurisdiction over the Grantor's Parcel.

D. Grantee owns and operates certain storm drain lines (the "Existing Storm Drain Improvements") situated in, under, and upon Grantor's Parcel, pursuant to certain existing easements as depicted on the Map of Midway Village dated August 1975 (the "Existing Utility Easements").

E. Developer and Grantor presented to the Grantee for approval and recordation a parcel map, and Developer, Grantor and Grantee have entered into a Subdivision Improvement Agreement dated _____, 2025 (the "Subdivision Improvement Agreement").

F. In connection with the new parcel map and the Subdivision Improvement Agreement, the Existing Utility Easements will be terminated, and Developer will relocate the Existing Storm Drain Improvements to the locations on the approved plans, or to the satisfaction of the City Engineer within the Grantor's Parcel (the "Relocation Work"). Until the Relocation Work is complete, the Existing Storm Drain Improvements will remain functional, and as a result, Grantee requires use of the Grantor's Parcel for the access, operation, maintenance, repair and replacement activities to the Existing Storm Drain Improvements prior to completion and approval of the Relocation Work.

G. Accordingly, the parties now desire to enter into this Agreement for the purpose of Grantee's access, operation, maintenance, repair and replacement activities that are needed for the Existing Storm Drain Improvements to function during the period between when the Existing Utility Easements are terminated and prior to completion and approval of the Relocation Work.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows.

1. **License.** Grantor hereby grants to Grantee, a temporary, non-exclusive license for the access, operation, maintenance, repair and replacement activities that are needed for the Existing Storm Drain Improvements to function and any accommodation needed from the Project construction activities for emergency work on the Existing Storm Drain Improvements, as determined solely by the City (the "License"). The License shall exist over, across, under, and upon the Grantor's Parcel. Grantee's rights to use any portion of the Grantor's Parcel shall include such other rights as are reasonably necessary for the full enjoyment and accomplishment of the purposes of the License. Except in connection with Grantee's exercise of the License to address an immediate health or safety concern, Grantee will endeavor to provide to Grantor and Developer not less than 48 hours' written notice prior to exercising the License.

2. **Term of License.** The term of the License shall commence on the date on which this License is executed by Grantee. At least fifteen (15) days prior to Developer's expected completion of the Relocation Work, Developer shall notify Grantee of the completion and request an inspection of the Relocation Work, including all required flushing activities, testing, and other requirements including those described within Daly City Standards & Specifications 2004 – Part Three, Section 02400 (Storm Drain System), Part 3.10 (Testing), and all other applicable City requirements. Grantee shall promptly (and in no event later than thirty (30) days after receipt of notice) schedule the inspections to determine whether the Relocation Work is complete and the Existing Storm Drain Improvements are no longer necessary, and if approved in the City's sole discretion, Grantee shall deliver to Grantor and Developer an executed copy of the form Termination of Easement attached hereto at **Exhibit C**, which Grantor and Developer may then record against Grantor's Parcel, thereby terminating this License. Grantor, Grantee and Developer hereby acknowledge and agree that Grantee's approval of the Relocation Work shall be construed to be only for the more limited purpose of confirming that Grantee no longer requires use of the Existing Storm Drain Improvements, such that this License can terminate. Developer acknowledges that Grantee's approval of the Relocation Work under this Agreement shall not limit Grantee's rights to provide final approvals and acceptance of the Relocation Work in accordance with the Subdivision Improvement Agreement, which are not contemplated to occur until after this License has been terminated.

3. **Notices.** Any notice, consent, or approval required or permitted to be given under this License shall be in writing and shall be given by: (i) hand delivery; (ii) reliable next-business-day courier service that provides confirmation of delivery; or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above):

To Grantor:

Housing Authority of the County of San Mateo
264 Harbor Blvd., Bldg. A
Belmont, CA 64002-4017
Attn: Raymond Hodges, Executive Director

With a copy to:	San Mateo County Counsel's Office 400 County Center, 6 th Floor Redwood City, CA 94063 Attn: Ramaah Sadasivam
To Grantee:	City of Daly City c/o City Manager City Hall 333 90 th Street Daly City, California 94015 Attn: Thomas J. Piccolotti, City Manager
With a copy to:	City of Daly City c/o City Attorney City Hall 333 90 th Street Daly City, California 94015 Attn: Rose Zimmerman, City Attorney
To Developer:	MP Midway Associates 2, L.P. c/o Mid Pen Housing Corporation 303 Vintage Park Drive, Suite 250 Foster City, CA 94404 Attn: Assistant Secretary

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery.

4. **Run with the Land.** The provisions of this Agreement shall run with the land, burden the License Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor.

5. **Exhibits.** The exhibits referenced in this Agreement are attached to and made a part hereof.

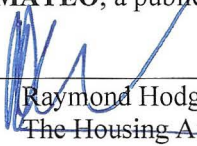
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

7. **Maintenance; Liability.** During the term of the License, Grantee may perform maintenance, repair, and/or replacement activities within the License area. Grantee shall indemnify and hold Grantor and Developer, and their respective officers, officials, members, agents, employees and lenders harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorney's fees and court costs) sustained by or threatened against them which result from or arise out of the Grantee's maintenance, repair, and/or replacement activities within the License Area.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands as of this ____ day of _____, 2025.

GRANTOR:

**HOUSING AUTHORITY OF THE COUNTY OF
SAN MATEO**, a public body, corporate and politic

By:  _____
Raymond Hodges, ~~Executive Director~~ of
The Housing Authority of the
County of San Mateo, *Director of Housing*

DEVELOPER:

MP Midway Associates 2, L.P.,
a California limited partnership

By: MP Midway 2, LLC,
a limited liability company,
its general partner

By: Mid-Peninsula Half Moon Bay, Inc.,
a California nonprofit public benefit
corporation, its sole member/manager

By: _____
Abigail Goldware Potluri
Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

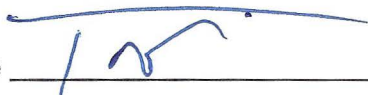
County of SAN MATEO)

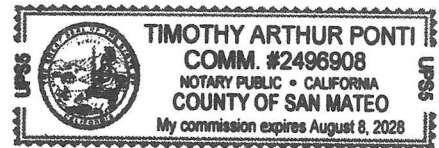
On JANUARY 9, 2025 before me, TIMOTHY ARTHUR PONTI, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RAYMOND HODGES,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands as of this ____ day of _____, 2025.

GRANTOR:

**HOUSING AUTHORITY OF THE COUNTY OF
SAN MATEO**, a public body, corporate and politic

By: _____
Raymond Hodges, Executive Director of
The Housing Authority of the
County of San Mateo

DEVELOPER:

MP Midway Associates 2, L.P.,
a California limited partnership

By: MP Midway 2, LLC,
a limited liability company,
its general partner

By: Mid-Peninsula Half Moon Bay, Inc.,
a California nonprofit public benefit
corporation, its sole member/manager

By:  _____
Abigail Goldware Potluri
Assistant Secretary

ACKNOWLEDGMENT

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA))
COUNTY OF ALAMEDA)) SS.

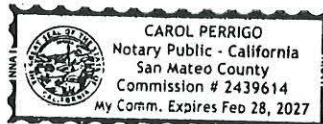
On January 9, 2025 before me, Carol Perrigo, Notary Public, personally appeared Abigail Goldware Potluri, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public LS



Attached Loose Certificate, Acknowledgment for document:

Midway Ph 2 - License Agr (Temporary Public Utilities License - City of Daly City)

GRANTEE:

CITY OF DALY CITY,
a California municipal corporation

By: _____
Thomas J. Piccolotti, City Manager

Approved as to form:

By: _____
Rose Zimmerman, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California
County of San Mateo

On _____ before me, _____ personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which he acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

EXHIBIT A

(Description of Grantor's Parcel)



November 7, 2022
BKF No. 20181024

Page 1 of 1

Exhibit "A"
Legal Description

PARCEL PROPERTY

47 Midway Drive, Daly City, CA
(PHASE 2)

Real property in the City of Daly City, County of San Mateo, State of California, described as follows:

Being a all of Lots 21 and 29, and portion of Lots 20, 22, 28, 30, 31 and 34 as said lots are shown on that certain Map, entitled "Map of Midway Village", filed for record on July 26, 1976 in Book 91 of Maps at Pages 44 through 48 inclusive, Records of San Mateo County and being also a portion of the Designated Remainder, as said Remainder is shown on that certain Parcel Map, entitled "Sub-05-19-14055, Midway - Bayshore, Phase 1", filed for record on June 29, 2021 in Book 86 of Parcel Maps at Pages 3 through 8 inclusive, Records of said County, more particularly described as follows:

BEGINNING at the most easterly corner of said Designated Remainder, as shown on said Parcel Map (86 PM 3-8);

Thence leaving said corner and along the southeasterly line said Designated Remainder, South 20°35'05" West, 180.48 feet;

Thence leaving said southeasterly line, the following courses and distances:

North 69°24'55" West, 134.32 feet;

South 20°35'05" West, 60.00 feet;

North 69°24'55" West, 319.20 feet to the southeasterly line of Schwerin Street, being 66.00 feet in width as shown on said Parcel Map;

Thence along said southeasterly line, North 20°35'05" East, 188.56 feet;

Thence leaving said southeasterly line of Schwerin Street, South 69°24'55" East, 442.02 feet to the intersection with the southwesterly prolongation of the southeasterly line of said Designated Remainder;

Thence along said prolongation line, North 20°35'05" East, 51.92 feet to the northeasterly line of said Designated Remainder;

Thence along said northeasterly line, South 69°24'55" East, 11.50 feet to the point of **BEGINNING**.

Containing an area of 1.792 acres, more or less.

As shown on EXHIBIT "B" plat attached hereto and made a part hereof.

This legal description was prepared by me, or under my direct supervision.

By: John Koroyan
John Koroyan
P.L.S. No. 8883



Date: Nov. 7, 2022

EXHIBIT B

(Plat to Accompany Legal Description of Grantor's Parcel)

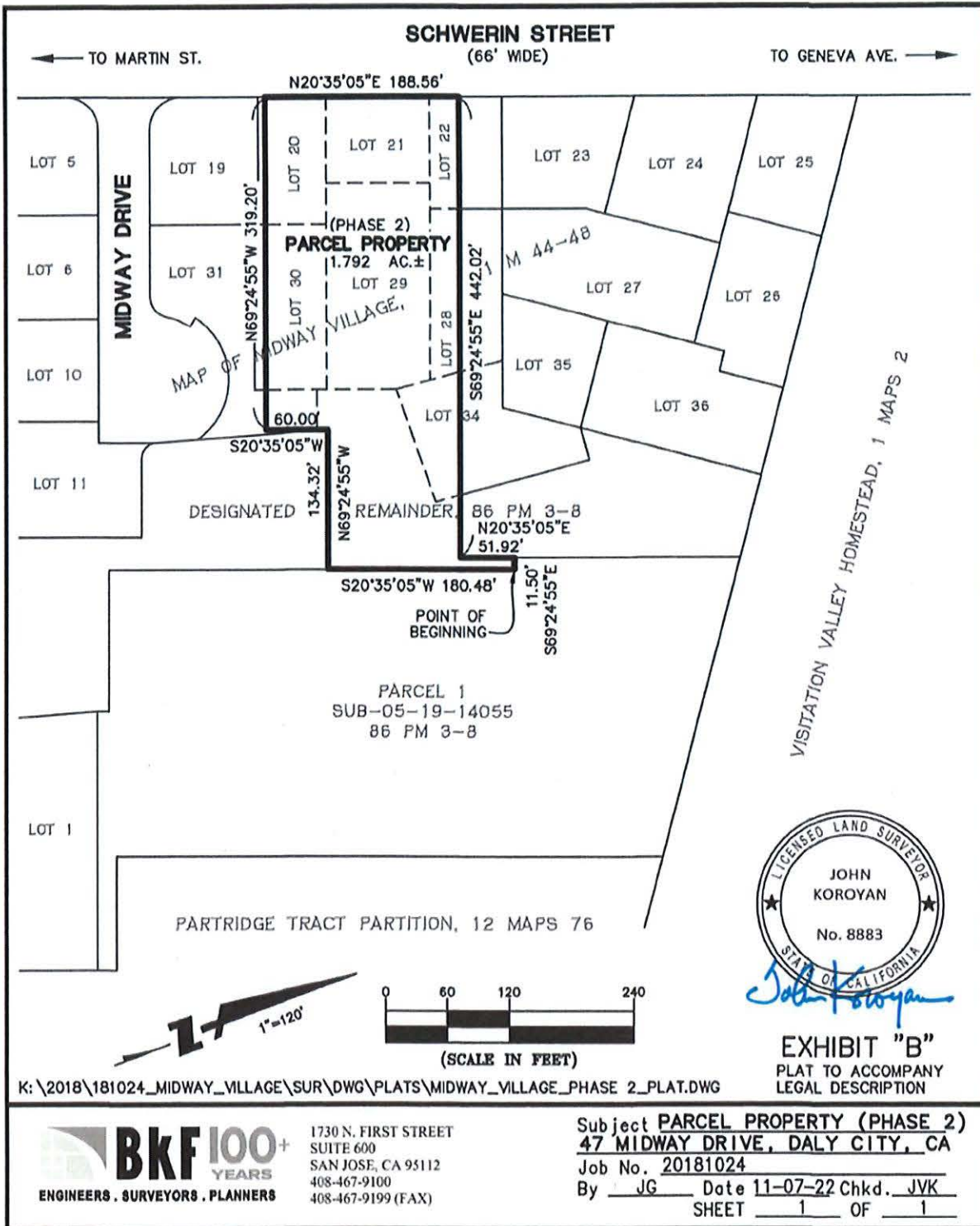


EXHIBIT C

(Form Termination of License)

[See Attached]

**Recording Requested By
and When Recorded Mail To:**

County of San Mateo Department of Housing
264 Harbor Blvd., Building A
Belmont, CA 94002-4017
Attn: Barbara Deffederfer

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TERMINATION OF LICENSE
(Temporary Public Utilities License)

The undersigned, **CITY OF DALY CITY**, a California municipal corporation, is the owner of the beneficial interest of the license rights created by the following document:

- (1) a license granted to City of Daly City for the purpose of providing access to the public utilities situated within the license area and recorded in the Official Records of San Mateo County on _____, 20____, in Book _____, Page _____, as Recorder's Serial Number 20____-_____.

The undersigned hereby terminates the foregoing license in its entirety, and acknowledges that it shall have no further right, title or interest in or to any rights which were created by the license.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands as of this ____ day of _____, 20____.

CITY OF DALY CITY,
a California municipal corporation

By: _____
Thomas J. Piccolotti, City Manager

Approved as to form:

By: _____
Rose Zimmerman, City Attorney

[Notary Clause Follows]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California
County of San Mateo

On _____ before me, _____ personally appeared **THOMAS J. PICCOLOTTI** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



City Council Meeting Agenda Report

Item # _____

Meeting Date: January 27, 2025

Subject: Resolution Self-Certifying City of Daly City Compliance with State Housing Laws

Recommended Action

Adopt the attached resolution required for the City's application to receive funding under the Metropolitan Transportation Commission (MTC) Housing Incentive Pool (HIP) program.

Background

The HIP program provides transportation grants to promote the production and preservation of affordable housing. Established by MTC in October 2018, the Housing Incentive Pool includes \$76 million in funding for transportation projects, including \$58 million in flexible federal funds through the second round of the One Bay Area Grant (OBAG 2) program and \$18 million in local funds available for project selection by MTC through a funding exchange.

MTC will distribute \$71 million in Housing Incentive Pool grants on a per-unit basis to the 15 jurisdictions that issued certificates of occupancy for the greatest number of eligible housing units over the five calendar years 2018 through 2022. This includes both newly-built units, and those preserved as affordable to households with low-, very-low- and moderate-incomes. Final award amounts for the top 15 jurisdictions were approved by MTC in March 2023 (MTC Resolution 4202).

MTC is now accepting letters of interest from the top 15 jurisdictions awarded Housing Incentive Pool funds. The City of Daly City, as an eligible applicant, is among these cities. MTC is requiring that all cities, including Daly City, to adopt the attached resolution as a part of any letter of interest submittal.

Recommendation

Adopt the attached resolution.

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

Respectfully submitted,

Michael Van Lonkhuysen
Planning Manager

Tatum Mothershead
Director of Economic and Community
Development

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
SELF-CERTIFYING COMPLIANCE WITH STATE HOUSING LAW

WHEREAS, the San Francisco region has the highest housing costs in the United States; and

WHEREAS, the Bay Area produced less than 30% of the need for low- and moderate-income housing units from 2007-2014, and is on track to similarly underproduce low-income units during the 2015-2023 time period; and

WHEREAS, there are limited funding sources available to secure land for the construction of low- and moderate-income housing; and

WHEREAS, public lands can play a critical role in increasing the supply of land for affordable housing;

WHEREAS, accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) provide an important option to increase the availability and affordability of housing, especially in existing, lower density neighborhoods; and

WHEREAS, density bonuses are an effective tool to increase the financial feasibility of housing and incentivize the creation of affordable housing; and

WHEREAS, the Metropolitan Transportation Commission adopted Resolution No. 4505, outlining the programming policy and project selection criteria for the One Bay Area Grant Program (OBAG 3), including certain requirements to access these funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Daly City, State of California, as follows:

That the City of Daly City agrees to comply with the terms of Surplus Land Act (California Government Code § 54220 et seq.), as exists now or may be amended in the future, including, but not limited to, AB 1255 (Rivas, 2019), which requires jurisdictions to compile and report annually an inventory of surplus lands to the California Department of Housing and Community Development; and.

That the City of Daly City agrees to comply with state laws related to ADUs and JADUs, as it exists now or may be amended in the future, including, but not limited to California Government Code §§ 65852.150, 65852.2, 65852.22, et seq. and California Health & Safety Code §§ 17980.12; and

That the City of Daly City agrees to comply with state Density Bonus Law (California Government Code § 65915 et seq.), as exists now or may be amended in the future; and

That the City of Daly City warrants and represents that it is in compliance with the aforementioned state housing laws and that there are no claims, actions, suits, or proceedings pending to the best of the City of Daly City's knowledge alleging violations of the state housing laws by the City of Daly City.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
SELF-CERTIFYING COMPLIANCE WITH STATE HOUSING LAW

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 _____, 2025, 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 Agenda Report

Item # _____

Meeting Date: January 27, 2025

Subject: Revised Emergency Services Agreement

Recommended Action

Adopt a resolution "Approving the Second Revised and Restated Joint Exercise of Powers Agreement – San Mateo County Operational Area Services Organization."

Background

The ESC last revised and restated the Joint Exercise of the Powers Agreement ("Agreement") on October 17, 2014. Since the last update, the Agreement it has become outdated following significant changes within the Department of Emergency Management (DEM), which now operates as a standalone agency separate from the Sheriff's Office.

Discussion

To accurately reflect the current responsibilities of the DEM and the ESC, the ESC unanimously approved the changes to the JPA. The City of Daly City partners with ESC and DEM to receive services such as Hazmat Responses, Emergency Alert and Warning, and Training and Exercises for the entire Operational Area.

Fiscal Impact

None anticipated as a direct result of the recommended action

Summary/Conclusion

The City Council is requested to approve the revised Emergency Services Agreement. Staff is available to provide any additional information desired by the Mayor or City Council Members.

Respectfully submitted,

Nick Gracia
Battalion Chief
North County Fire Authority
Administrative Services Bureau
Emergency Planning Division

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
AUTHORIZING THE SECOND REVISED AND RESTATED JOINT POWERS
AGREEMENT FOR THE SAN MATEO COUNTY OPERATIONAL AREA EMERGENCY
SERVICES ORGANIZATION AUTHORITY

A. Staff recommends approving the Second Revised and Restated Joint Exercise of Powers Agreement (JPA) for the San Mateo County Operational Area Emergency Services Organization Authority (Authority).

B. The San Mateo Operational Area Emergency Services Council (ESC) brings together local governments, special districts, and other entities to coordinate emergency planning and response, including for hazardous materials. This council engages in planning with respect to all phases of the emergency management cycle: prevention, protection, response, recovery, and mitigation efforts, while also maintaining key public information systems like SMC Alert.

C. The ESC last revised and restated the Joint Exercise of the Powers Agreement ("Agreement") on October 17, 2014. Since the Agreement is updated as needed, it has become outdated following significant changes within the Department of Emergency Management, which now operates as a standalone agency separate from the Sheriff's Office.

D. The Second Revised and Restated Joint Exercise of Powers Agreement includes:

- Standardizing nomenclature;
- Updating agreement language; and
- Clarifying and defining the roles of the ESC, the ESC Finance Committee, and the DEM.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it does hereby authorize the Second Revised and Restated Joint Exercise of Powers Agreement for the San Mateo County Operational Area Emergency Services Organization Authority and the City Manager or designee is authorized to execute said agreement on behalf of the City of Daly City.

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 _____, 2025, 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

**Second Revised and Restated
Joint Exercise of Powers Agreement
San Mateo County Operational Area Emergency Services Organization**

THIS JOINT POWERS AGREEMENT (“Agreement”) is made as of the Effective Date by and between the public entities set forth below, creating the San Mateo County Operational Area Emergency Services Organization Authority (“Organization”), also known as the Emergency Services Council (“ESC”).

Each public entity executing this Agreement shall be referred to individually as a “Member Agency,” with all referred to collectively as “Member Agencies.”

RECITALS

Whereas Member Agencies have established a unified emergency services organization by forming the Organization; and

Whereas the Member Agencies agree that the purpose of this Organization will be to operate pursuant to Presidential Policy Directive 5 (PPD-5), the National Response Framework, National Incident Management System (NIMS), Presidential Policy Directive 8 (PPD-8), the National Preparedness Goal (NPG) and California’s Standardized Emergency Management System (SEMS) and local adopted Emergency Operations Plans (EOPs) and Annexes.

Whereas the Member Agencies agree that the participants within this Organization may include all local governments within the geographic area of San Mateo County (SMC), special districts, unincorporated areas, and participating non-governmental entities; and

Whereas the Member Agencies agree that the goal of the Organization is to provide coordinated plans for the protection of persons and property based on the phases of emergency management; and

Whereas the Member Agencies have the authority to enter into this Agreement under the Joint Exercise of Powers Act (“JPA Act”), California Government Code Section 6500 *et seq.*

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Member Agencies as herein contained, the Member Agencies agree as follows:

Article I - GENERAL PROVISIONS

1.01 Purpose

This Agreement creates an entity to exercise the powers shared in common by the Member Agencies to engage in San Mateo County Operational Area (SMC OA) cooperative planning with respect to all phases of the emergency management cycle: preparedness, mitigation, response, and recovery. Such purposes are to be accomplished and the Members Agencies’ common powers exercised as set forth in this Agreement.

1.02 Creation of Authority

Pursuant to the JPA Act, the Member Agencies hereby reaffirm the creation of an entity to be known as the Organization or ESC. The Organization will be comprised of Member Agencies. The Organization shall be a public entity separate and apart from the Member Agencies. The geographic jurisdiction of the Organization is all territory within the geographic boundaries of the Member Agencies; however, the Organization may undertake any action outside those geographic boundaries as is necessary and incidental to accomplishing its purpose.

1.03 Membership in the Organization

Membership in the Organization is limited to public entities, as defined by the JPA Act, located or operating within SMC that have approved and executed this Agreement, and contributed resources of any kind toward establishing and supporting the Organization (including, but not limited to financial, personnel, equipment, or other resources) as approved by the ESC.

1.04 Participating Members/Partners in the Organization

The DEM will establish standards for emergency management practices within the SMC OA. Member Agencies will take those standards into consideration and implement them as they see fit within their respective jurisdictions.

Participation in the Organization is intended to ensure cooperative emergency planning and response; all participating Member Agencies and partners are expected to attend all regular and special meetings of the ESC, encourage active participation by their jurisdictions in the development of plans and training programs, drills, exercises and training opportunities, and otherwise assist in supporting the implementation of this Agreement.

1.05 Powers of the Organization

The Organization may purchase, lease, own and/or dispose of property and equipment and enter into contract(s), as required to satisfy the purposes of this Agreement. The Organization may employ agents and/or employees, operate works and improvements, sue and be sued in its own name, and invest surplus funds.

Article II – GOVERNANCE

2.01 Composition of the Organization

The Organization shall be administered by the ESC consisting of the following members:

- a) The Chair of the Organization shall be a representative from the Board of Supervisors. The Chair of the Organization shall be appointed by the President of the Board of Supervisors.
- b) The mayor of each city or town in the County, or the mayor's designated representative, with the understanding that any representative shall be member of the City Council of the city whose mayor they are representing.
- c) A Vice-Chair shall be selected by the ESC.

2.02 General Purpose of the Organization

The general purpose of the Organization is to:

- a) Provide structure for administrative and fiscal policies and procedures;

- b) Identify and pursue funding sources;
- c) Set policy;
- d) Maximize the utilization of available resources; and
- e) Oversee all committee activities.

2.03 Specific Responsibilities of the ESC

The specific responsibilities of the ESC shall be as follows:

- a) To review and recommend adoption by the Board of Supervisors and City Councils of each City, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements, in addition to the basic agreements as deemed necessary to carry out the purpose of the Organization.
- b) To approve an annual budget in an amount necessary to carry out the purposes of the Organization. Upon review and approval of the annual budget by the ESC, each Member Agency shall recommend the budget to the governing body of the Member Agency to secure from each the appropriation consistent with each Member Agency's identified allocation (via Budget Sheets.)
- c) Each Member Agency's Executive Officer shall identify and designate at the beginning of each fiscal year, a local coordinator for regular participation in the San Mateo County Emergency Managers Association (SMC EMA) and work alongside the DEM. Should the identified Coordinator change at any time during the year, the Member Agency shall advise the DEM within 30 days.
- d) If a Member Agency participates in a contract relationship for the provision of emergency services, it is still required to name a local emergency coordinator to the EMA who will assure the continuity of communication between the Member Agency, the DEM and the Organization.

2.04 Meetings of the Organization.

- a) **Regular Meetings:** The ESC shall approve a schedule for its regular meetings provided, however, the ESC shall hold at least four meetings in one calendar year. The ESC shall fix the date, hour, and location of regular meetings by resolution and the Secretary shall transmit a copy of the resolution to each Member Agency at the first meeting of the fiscal year. By the approval of the Chair, Vice Chair, or the Department of Emergency Management Director ("DEM Director"), meetings can be canceled due to extenuating circumstances, which may include, but are not limited to, a lack of agenda items.
- b) **Agenda Setting** - The agenda shall be set by the Chair, Vice Chair, and the DEM Director.
- c) **Special Meetings:** Special meetings of the ESC may be called by the Chair, a majority of the ESC or the DEM Director. Special meetings will be held in accordance with the Ralph M. Brown Act ("Brown Act"), California Government Code section 54950 et seq.
- d) **Call, Notice and Conduct of Meetings:** All meetings of the legislative body of the ESC shall be noticed and held in accordance with the provisions of the Brown Act. As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member Agency. Any Member Agency may request that an item be considered for placement on the Agenda by submitting the request to the DEM Director.
- e) Meetings of the ESC shall be conducted by the Vice-Chair in the absence of the Chairperson.

In the absence of both Chair and Vice-Chair, the meeting shall be chaired by a member of the ESC selected by a majority vote of the ESC.

2.05 Minutes

The Secretary of the Organization shall cause to be kept a digital recording of each meeting, which shall be posted on the DEM Website. The Secretary will create brief summary written minutes for approval by the ESC. Once the minutes have been approved by the ESC, the minutes will be posted on the DEM website.

2.06 Voting

All power of the Organization shall reside with the ESC. Each Member Agency shall have one vote. A Member Agency's alternate representative may participate and vote in the proceedings of the ESC only in the absence of that Member Agency's regular representative. No absentee ballot is permitted.

2.07 Quorum; Required Votes; Approvals

A quorum of the ESC is a majority of the representatives of the Member Agencies of the Organization. If the number of Member Agencies is an even number, a majority is fifty percent of the Member Agencies, plus one. The ESC may not take any substantive action without a majority of the Member Agencies voting to take that action. Action on non-substantive procedural matters may be taken by a majority of a quorum.

Article III – PARTICIPATING PARTNERS, EMPLOYEES AND ADVISORY COMMITTEES

3.01 Treasurer

The Treasurer of the County of San Mateo shall be the Treasurer of the Organization. The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Organization from whatever source, and shall have the duties and obligations set forth in the JPA Act.

3.02 Auditor and Financial Accountability

Although the Organization is a JPA the State Controller's Office (SCO) has determined that the Organization meets the criteria of a special district for financial reporting purposes under Government Code section 12463, subdivision (d)(2).

Government Code section 53891 requires the Organization to furnish to the SCO a report of all the financial transactions of the Organization during the preceding fiscal year. The report shall contain underlying data from audited financial statements prepared in accordance with generally accepted accounting principles, if this data is available. The report shall be furnished within seven months after the close of each fiscal year or within the time prescribed by the SCO, whichever is later, and shall be in the form and manner required by the SCO. The Organization shall submit to the SCO information on annual compensation, as described in subdivision (l) of Section 53892, for the previous calendar year no later than April 30th.

Pursuant to Government Code section 12464, if the reports are not completed in the time, form, and manner required or there is reason to believe that a report is false, incomplete, or incorrect, the

SCO is authorized to proceed with an investigation to obtain the information required. Any costs incurred by the SCO shall be borne by the Organization.

Government Code section 26909 also requires that an audit be completed and filed with the SCO within 12 months after the close of the fiscal year under examination. Unless the ESC votes to appoint an independent auditor, audits will be conducted in accordance with existing County policy, and by the auditor selected by the Office of the County Executive or the Controller. In the event that the ESC selects an independent auditor, the full cost of the audit will be the responsibility of the Organization. The Auditor shall perform the functions of auditor for the Organization and shall make or cause an independent annual audit of the accounts and records of the Organization by a certified public accountant, in compliance with the requirements of applicable laws and generally accepted auditing standards.

3.03 Legal Counsel

The SMC Attorney's Office shall be the legal counsel for the Organization. To the extent permitted by the JPA Act, the Organization may change, by resolution, the legal counsel to the Organization. The full cost of outside legal counsel will be the responsibility of the Organization.

3.04 Secretary to the Organization

The DEM shall provide a Secretary and administrative support to the Organization.

3.05 Contractors

The Organization shall have the power by resolution to appoint and employ such other consultants and independent contractors as may be necessary to carry out the purposes of the Organization. The Organization will be responsible for any/all incurred costs.

3.06 Committees

The Organization may form and dissolve Committees as determined by the ESC.

3.07 Department of Emergency Management

The DEM is responsible for the on-going operation of the SMC OA and is also responsible for achieving the purposes of the Organization as follows:

- a) Emergency Response Support - coordination and planning during any regional emergency in accordance with adopted emergency plans.
- b) Emergency Plans - preparation, development, coordination, and integration of compatible and complimentary unified area-wide emergency plans for approval by the State of California and adoption by the ESC.
- c) Communications - coordination, development and maintenance of an area-wide emergency communications systems, including public alert and warning systems, and other situational awareness tools. The DEM may host SMC OA communication infrastructure such as system-wide applications or platforms.
- d) Public Education and Information - coordination and support of an area-wide public education and information program.
- e) Training and Exercise - coordination and assistance in the training and exercising of all County employees identified as Disaster Service Workers, as defined by Sect. 3100 of the California Government Code and volunteers. The Member Agencies will be responsible for

the training and exercise of their identified employees; however, the DEM will provide needed support as requested.

- f) Grant Program Administration - coordination and assistance with designated emergency coordinators within the OA in the securing and distribution of grant funds for regional emergency management initiatives and program support. The DEM Director will serve as the representative of Member Agencies with various grants and their approval authorities, including the State Homeland Security Program and Bay Area Urban Areas Security Initiative.
- g) General Administration - coordination and assistance in the procurement and inventory of emergency equipment, management of, maintenance and distribution of area-wide inventories of vital supplies and equipment.
- h) Function as a liaison with Cal OES and FEMA. Assist in providing guidance in recovery efforts.
- i) Resource Management – allocation and coordination of resources during local emergencies. Local governments will request resources through the logistics section at the SMC OA EOC. The DEM will escalate resource requests to the state if unable to be fulfilled locally.
- j) Regional Hazardous Material Emergency Response Program – The DEM will oversee the contract for hazardous material response in the SMC OA.

3.08 Staffing Reimbursement

The DEM is staffed by employees of the County of San Mateo. The DEM supports the purposes of the Organization. A portion of the cost of DEM staff is reimbursed by the Organization in an amount determined by the funding allocation in this Agreement.

3.09 Property

If the Organization acquires title to property, the DEM Director will have charge of, handle, or have access to the property of the Organization, and shall file an official bond in an amount to be fixed by the contracting parties, pursuant to Section 6505.1 of the Government Code.

Article IV – BUDGET AND COST-SHARING

In consideration of the mutual promises herein contained, it is hereby agreed that the cost of maintaining the Organization will be shared as described below.

- a) From the total amount of the annual budget there shall be deducted estimated revenue from federal “matching funds,” state grants, and other revenues.
- b) The balance of the annual budget remaining after anticipated revenues have been deducted shall be paid as follows:
 - 1. The county shall pay 50% of the remaining balance.
 - 2. The cities shall pay the remaining 50% of the balance, apportioned in accordance with the following formula:
 - i. One half of said 50% to be apportioned by people units or population.
 - a) Total population of all member cities divided into one-half of the total of the cities’ share of the budget equals a factor in cents.
 - b) Population of each member city times the factor in cents equals the share for each city.
 - ii. The remaining one-half of said 50% to be apportioned on the basis of assessed valuation as follows:

- a) Total assessed value of real and personal property in all member cities divided into one-half of the total of the city's share of the budget equals a factor in mils.
 - b) Assessed value of real and personal property of each member city times the factor in mils equals the share for each city.
- c) For the purpose of this Agreement the total assessed valuation of real and personal property in all Member Agencies shall be the most recent such total maintained by the offices of the County Assessor.
- d) The population figures will be based on the Census and will be updated at a minimum of every ten years.
- e) It is understood and agreed that the financial obligations incurred by the Member Agencies under the provisions of this Agreement will be incurred annually, subject to the limitation that the county and cities are financially able to make funds available.
- f) If the Member Agencies representing 25% or more of the county's population do not approve the budget in any fiscal year, the proposed budget will be referred back to the DEM Director and the Finance Committee for revision and recommendation. If no resolution can be reached by the committee, the Member Agencies may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any Member Agency shall be financially responsible for that portion of the budget unilaterally adopted. Any Member Agency that does not meet its financial commitment under the adopted budget will lose its voting status and/or other such privileges of membership as determined by the ESC.
- g) It is further agreed that any excess in federal or state funds, in any year, shall be reviewed by a finance committee, who will then make a recommendation to the ESC, as to the disposition of the excess funds.
- h) With respect any Member Agency that is not a City or the County, the amount to be contributed is determined by a negotiation between those Member Agencies and the DEM Director and must be approved by the ESC. A letter memorializing the agreed contribution will be an attachment to this Agreement.
- i) The Finance Committee will be a standing committee of the ESC and is responsible for administrative and financial recommendations to the ESC. The Finance Committee will consist of the following members: SMC Supervisor (Chair of the ESC), Vice Chair, and representatives chosen by the ESC to be limited to five members.
- j) The Organization shall maintain a minimum of \$500,000 in the Trust Fund with a maximum of \$1,500,000. This policy can be reviewed and updated with a majority vote from the ESC.

Article V - INSURANCE

- a) The County shall add the Organization and ESC to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the Agreement. Member Agencies understand that the County is partially self-insured. Unless the Organization decides otherwise, County shall provide for the defense of any claims or litigation within the self-insured retention. Legal representation by the County will ordinarily be provided by the County Attorney.
- b) Any out-of-pocket expense or loss, by way of judgment or settlement, arising out of the operation of this Agreement, within the limits of the County's self-insured retention shall be shared by the parties in accordance with the formula as described in Article IV (b).

Article VI - EFFECTIVENESS

This Agreement shall be effective upon its execution by all Member Agencies. It is effective as to new Member Agencies upon adoption and approval by the ESC and by the new Member Agency's governing body. This Agreement shall continue in effect until terminated as provided herein.

Article VII – TERM AND TERMINATION

7.01 Withdrawal by Members

- a) Any Member Agency may withdraw from this Agreement by written notice given by such Member Agency to all other Member Agencies, which notice shall be given at least 120 days prior to the commencement of the fiscal year in which it is to take effect. For the purpose of such notice, a fiscal year is defined as July 1 of a calendar year through June 30 of the succeeding calendar year.
- b) Any former or prospective Member Agency may enter or re-enter the organization by petition to the ESC by its governing body, and majority approval of the petition by the ESC. Upon approval, the new Member Agency must agree in writing to all terms of this Agreement.
- c) Should a Member Agency withdraw less than 120 days prior to the commencement of the fiscal year, the withdrawal will be effective, but that Member Agency will be responsible for its calculated contribution for that year pursuant to Article IV.
- d) Should a Member Agency give required notice and withdraw from the Agreement, the prior contribution of that Member Agency will be divided equally by formula among the remaining Member Agencies.

7.02 Termination of Organization and Disposition of Surplus Money and Property

This Agreement shall terminate effective upon a vote of the ESC, the County and by at least eleven (11) cities representing the majority of the population of the County. In the event that the Organization ceases to exist, surplus funds will be returned consistent with Section 6512 of the Government Code in proportion to the contributions made. The Organization does not intend to acquire title to any property. But in the event that it does, title to all property acquired by the Organization shall be transferred to the County of San Mateo and be used for "County Wide" purposes.

7.03 Amendments

Any proposed Amendments to this Agreement may be recommended by the ESC but must be ratified by each Member Agency's governing body.

7.04 Bylaws

The ESC may, from time to time, adopt and/or amend Bylaws for the conduct of its affairs; provided the purpose is consistent with this Agreement and/or are necessary and appropriate.

Article VIII - MISCELLANEOUS PROVISIONS

8.01 Notices

It shall be the responsibility of the County Manager or designee to ensure all notices are provided to Member Agencies and posted in compliance with the legal requirements of the Agreement.

8.02 Severability

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.03 Supersession

It is mutually understood and agreed by the Member Agencies that this Agreement supersedes the 2014 San Mateo County Operational Area Joint Powers Agreement, any previous agreements on this subject matter and any amendments thereto.

8.04 Assignment

No Member Agency shall assign any rights or obligations under this Agreement without the prior written consent of the ESC.

8.05 Governing Law

This Agreement is made and to be performed in the State of California, and as such, California substantive and procedural law shall apply. Venue for any litigation under this Agreement shall be in the County of San Mateo.

8.06 Headings

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

8.07 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which shall constitute this Agreement.

8.08 No Third Party Beneficiaries

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Member Agencies, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

8.09 Filing of Notice of Agreement

Within 30 days after the Effective Date, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act. Within 30 days after any amendment to this Agreement, the Secretary shall file the amendment with the Secretary of State.

8.10 Conflict of Interest Code

The Organization has adopted a conflict of interest code as required by law. Member Agencies understand that representatives and alternate representatives are listed on the Organization's Conflict

of Interest Code and will be responsible for filing a Form 700 with the Organization.

8.11 Indemnification

The Organization shall defend, indemnify and hold harmless each Member Agency (and each Member Agency's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees,) arising from or as a result of any acts, errors or omissions of the Organization or its officers, agents or employees.

Each Member Agency shall defend, indemnify and hold harmless the Organization and the other Member Agencies (and their officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees,) arising from or as a result of any acts, errors or omissions of that party or its officers, agents or employees.

8.12 Dispute Resolution/Legal Proceedings

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Member Agencies and/or the Organization.

8.13 Authorization to Enter Into Agreement

Each party warrants that the person signing this Agreement on its behalf is authorized to bind that party to this Agreement.

8.14 Confirmation of Jurisdictional Authority

By signing this Agreement, the Member Agencies retain all authority granted to them by the State and/or their respective Charters. The powers and/or authority granted pursuant to this Agreement shall in no way serve to limit or restrict an individual Member Agency's jurisdictional authority.

(SIGNATURES ARE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, each Member Agency has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, as follows:

Signatories	Resolution/Action Number	Date of Adoption
Atherton		
Belmont		
Brisbane		
Burlingame		
Colma		
Daly City		
East Palo Alto		
Foster City		
Half Moon Bay		
Hillsborough		
Menlo Park		
Millbrae		
Pacifica		
Portola Valley		
Redwood City		
San Bruno		
San Carlos		
San Mateo		
South San Francisco		
Woodside		
County of San Mateo		

ANNEX A – COMMON TERMINOLOGY

A.01 Terminology Defined

Not all vocabulary of technical terms listed in the Agreement is used in the Agreement. In part, the terms are included as a resource to further clarify terminology utilized in documentation, field operations and/or applicable subject matter.

A.02 All-Hazards: The consideration of the full spectrum of emergencies (natural, technological, or human-caused incidents) that calls for action to protect life, property, and environment. The advantages of adopting an all-hazards approach to prepare for and respond to disasters include comprehensive planning, resource flexibility, coordination among agencies, training, and community engagement to effectively control different types of disasters to reduce or eliminate duplication of effort and cost.

A.03 California Governor’s Office of Emergency Services (Cal OES): State-level organization that functions as the central command center during major emergencies and disasters in California. Cal OES oversees the response, direction, and coordination of state and federal resources, as well as mutual aid assets, to support diverse communities in the state.

A.04 Catastrophe: Any incident, natural or human-caused, with consequences of high rates of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained impacts over a prolonged period, exceed resources normally available in the impacted area, and significantly interrupt governmental operations and emergency services to such an extent that national security could be threatened.

A.05 Community Emergency Response Team (CERT): Community-level organizations of volunteer emergency workers who can provide immediate assistance to supplement the efforts of professional responders in the event of a major disaster. CERT programs train volunteers in disaster preparedness and basic disaster response skills during disaster situations so professional responders can prioritize and allocate resources to more complex tasks. Local CERT programs are supported by the Federal Emergency Management Agency (FEMA), as well as the California Governor’s Office of Emergency Services (Cal OES).

A.06 Command: The act or directing and or controlling by virtue of explicit legal, agency or delegated authority. The term “Command” may also refer to the Incident Commander.

A.07 Emergency: Any incident, natural, technological, or human-caused, that requires responsive action to protect life, property, and environment. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety or to lessen or avert the threat of a catastrophe in any part of the United States.

A.08 Emergency Management: A subset of incident management, the coordination and integration of all activities necessary to build, sustain and improve the capability to prepare for, protect against, respond to, recover from, or mitigate against threatened or actual natural disasters, acts of terrorism or other human-caused disasters.

A.09 Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support incident management activities normally takes place. An EOC may be a temporary facility or maybe in a more central or permanently established facility, such as at a higher level of organization within a jurisdiction.

A.10 Federal Emergency Management Agency (FEMA): Federal-level organization that coordinates the federal government's response to major disasters and emergencies, providing support and resources to state and local authorities. Its role includes managing disaster relief efforts, facilitating recovery operations, and helping communities prepare for future incidents.

A.11 Incident: An occurrence or event, natural or human-caused, which requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

A.12 Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. It is used for all kinds of emergencies and can be applied to small as well as large and complex incidents.

A.13 Local Emergency: The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and/or property within territorial limits of a county, city and county, or city caused by such conditions as fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, tsunami or other conditions which are likely to be beyond the control of the services, personnel, equipment and facilities of that local political subdivision to combat.

A.14 Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law;) regional or interstate government entity or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native Village or Alaska Regional Native Corporation; a rural community, unincorporated town or village or other public entity. See Section 2 (10), Homeland Security Act of 2002, P.L. 107–296, 116 Stat. 2135 (2002).

A.15 Mitigation: Activities providing a critical foundation in the effort to reduce the loss of life

and/or property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

A.16 National Incident Management System (NIMS): A system that provides a proactive approach guiding government agencies at all levels, the private sector and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location or complexity, to reduce the loss of life or property and harm to the environment.

A.17 National Response Framework: Document that establishes a comprehensive, national, all-hazards approach to domestic incident response. It serves as a guide to enable responders at all levels of government and beyond to provide a unified national response to a disaster. It defines the key principles, roles, and structures that organize the way U.S. jurisdictions plan and respond.

A.18 Operational Area (OA): An intermediate level of the state emergency services organization, consisting of SMC and all political subdivisions within the county area. In a state of emergency, the OA shall serve as a link in the system of communications and coordination between the political subdivisions comprising the OA and the Regional Emergency Operations Center (REOC) or State Operations Center (SOC). The **SMC OA** mirrors the County's geographic boundaries.

A.19 Preparedness: Actions that involve a combination of planning, resources, training, as well as exercising and organizing to build, sustain, and improve operational capabilities. Preparedness is the process of identifying the personnel, training, and equipment needed for a wide range of potential incidents, and developing jurisdiction-specific plans for delivering capabilities when needed for an incident.

A.20 Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental and economic restoration; evaluation of the incident to identify lessons learned; and post-incident reporting and development of initiatives to mitigate the effects of future incident.

A.21 Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Under the NIMS, resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or an EOC.

A.22 Response: Immediate actions to save and sustain lives, protect property and the environment, and meet basic human needs. Response also includes the execution of plans and actions to support short-term recovery.

A.23 Standardized Emergency Management System (SEMS): The cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. SEMS is required by the California Emergency Services Act (ESA) for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the ICS, California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the OA concept, and multiagency or inter-agency coordination. State agencies and local governments are required to use SEMS to be eligible for any reimbursement of response-related costs under the state's disaster assistance program.



City Council Agenda Report

Item # _____

Meeting Date: January 27, 2025

Subject: Notice of Completion for the Mission Street Streetscape Project

Recommended Action

Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed for the Mission Street Streetscape Project.

Background

The Mission Street Streetscape Project is a pedestrian safety and street beautification project for the Mission Street corridor between Crocker Avenue and Templeton Avenue. The project widened the existing 3-foot concrete median to approximately 7-foot and installed median landscaping along with an irrigation system. The median noses were extended further into the intersection at Wilson Street, Goethe Street, Evergreen Avenue, and Rice Street. Pedestrian improvements included bulb-outs, curb ramps, high visibility crosswalks, improved pedestrian signage, rectangular rapid flashing beacons, and pedestrian streetlights.

Mission Street is a heavily utilized pedestrian corridor with a demonstrated history of pedestrian and vehicle collisions. The bulb outs, wider medians, and extending the median noses into the intersection shorten crosswalk distances and provide a pedestrian refuge at the median. The narrower vehicle lanes also have a calming effect and encourage motorists to drive slower.

On June 25, 2018, the City Council accepted and appropriated \$810,000 of Measure A grant funds from the San Mateo County Transportation Authority and appropriated \$90,000 for the City's required local match for the Mission Street Streetscape Project.

On November 25, 2019, the City Council accepted and appropriated \$400,000 of Transportation Development Act (TDA) Article 3 grant funds and appropriated the required \$50,000 in matching funds for the Mission Street Streetscape Project.

On September 12, 2022, the City Council authorized the award of a construction contract to Sposeto Engineering, Inc. of Livermore, California, in the amount of \$1,400,529.05 to complete the Mission Street Streetscape Project.

Discussion

Sposeto Engineering, Inc. has completed all improvements required by the construction contract documents for a total amount of \$1,591,944.34, including five change orders in the amount of \$191,415.29. The total dollar value of the change orders is 13.7% of the original contract award of \$1,400,529.05. The change orders were issued for construction method alteration, remove unforeseen concrete beneath the existing median, additional work relating to installation of modified streetlight foundations due to utility conflicts, and differences between estimated bid quantities and actual quantities.

Fiscal Impact

The construction contract was completed in the amount of \$1,591,944.34 with funds available in Transportation Fund CIP project accounts 17-312-678 Mission St Streetscape Project, 17-312-870 - Crosswalk Improvements, and 17-314-906 - ADA/Sidewalk Improvements (2022-23).

**Notice of Completion for the
Mission Street Streetscape Project
Meeting Date: January 27, 2025
Page 2 of 2**

Summary/Conclusion

The contractor's work is now complete and acceptable for City maintenance. Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed for the Mission Street Streetscape Project.

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 'Erick Reyes'.

Erick Reyes
Engineer I

A handwritten signature in black ink, appearing to read 'Richard Chiu, Jr.'.

Richard Chiu, Jr.
Director of Public Works

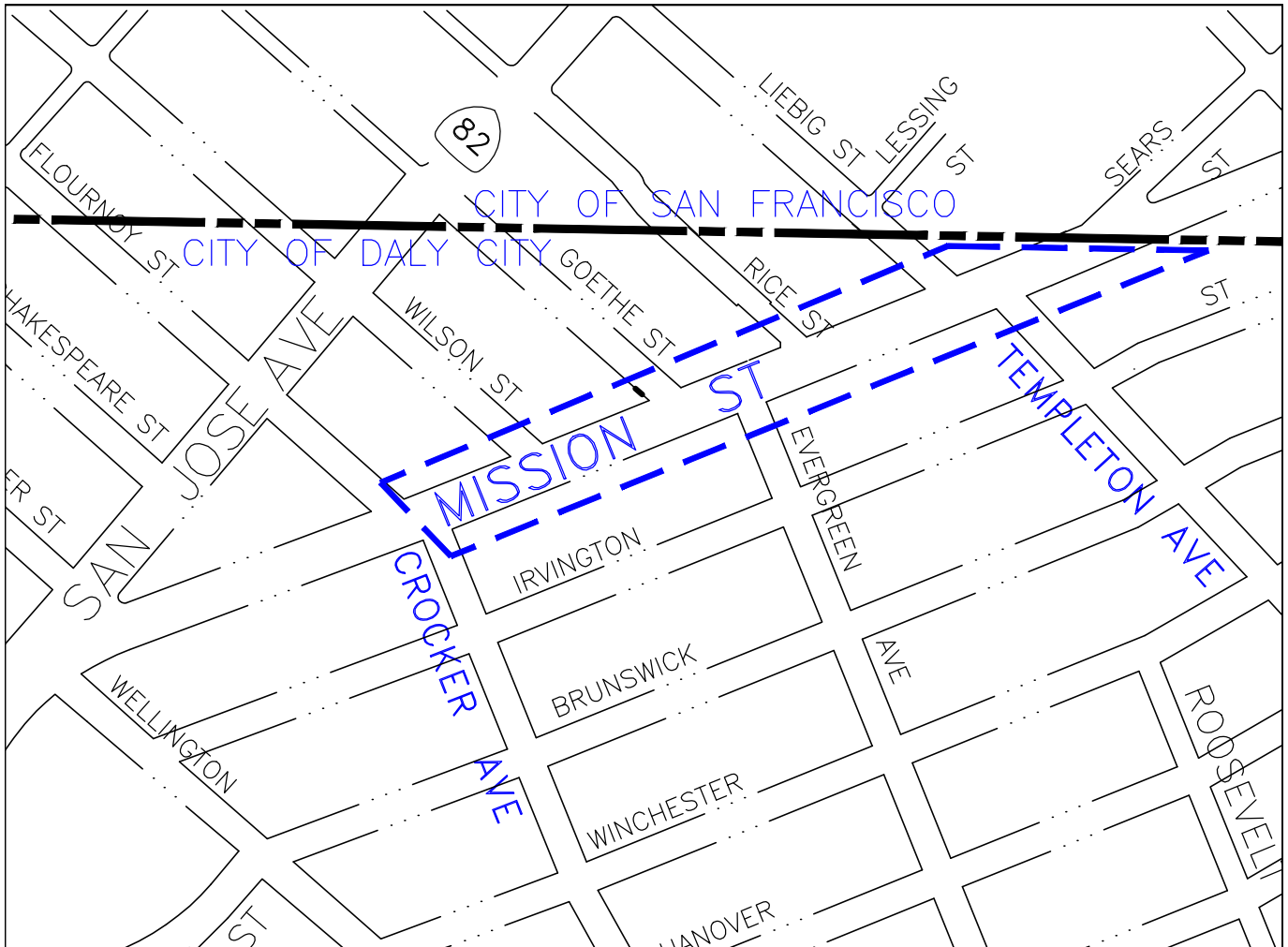
Attachments:

1. Project Location Map
2. Resolution
3. Notice of Completion

CITY OF DALY CITY

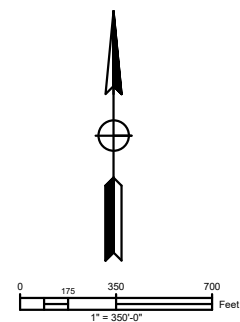
SAN MATEO COUNTY, CALIFORNIA

MISSION STREET STREETSCAPE PROJECT PROJECT LOCATION MAP



LEGEND:

-  PROJECT LIMITS
-  CITY LIMITS



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY ACCEPTING
COMPLETION OF CERTAIN PROJECT IN THE
DEPARTMENT OF PUBLIC WORKS

(Mission Street Streetscape Improvements)

A. The Project Manager has advised that the project set forth hereinafter has been completed in accordance with the terms of the contract with the City of Daly City and Sposeto Engineering, Inc., a CA Corporation.

B. The City Council of the City of Daly City desires to acknowledge the completion of such project so that notice of completion may be given.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that pursuant to the above, the City of Daly City does hereby accept as complete the following described project:

MISSION STREET STREETSCAPE IMPROVEMENTS

BE IT FURTHER RESOLVED by the City Council of the City of Daly City that said project be, and it is hereby accepted as complete, and at the expiration of fifty-five (55) days from this date, final payment in connection with this project be, and it is hereby authorized, provided that all statutory liens, claims and withholds are satisfied pursuant to law.

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 _____, 2025, 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

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

OFFICE OF THE CITY CLERK
CITY OF DALY CITY
333 - 90th Street
Daly City, California 94015

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is: January 27, 2025
2. The owner of the work of improvements is: City of Daly City, a Municipal Corporation.
3. The address of the owner of the work of improvement is: City Hall
333 - 90th Street
Daly City, California 94015
4. The nature of the owner's interest or estate is: In fee.
5. The work of improvement is located in Daly City, California, and is particularly described as follows:

MISSION STREET STREETSCAPE IMPROVEMENTS

The name of the original contractor for the work of improvement is:

Sposeto Engineering, Inc.
4558 Contractors Place
Livermore, CA 94551

Dated: _____

The undersigned, being duly sworn, says: That he is the owner of the aforesaid interest or estate in the property described in the foregoing notice; that he has read the same, and knows the contents thereof, and that the facts stated therein are true.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CITY OF DALY CITY, OWNER

Richard Chiu, Jr., Public Works Director

STATE OF CALIFORNIA,

COUNTY OF SAN MATEO } ss.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2025,

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

Name (Typed or Printed)
Notary Public in and for said County and State



City Council Agenda Report

Item # _____

Meeting Date: 01/27/2025

Subject: Annual Delegation of Authority to City Treasurer to Invest City Funds

Recommended Action

Adopt a resolution renewing delegation of investment authority to the City Treasurer as required by Government Code Section 53607.

Discussion

In order to comply with State of California Government Code Section 53607, the City Council must annually renew the delegation of authority for investing City funds to the City Treasurer.

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

Respectfully submitted,

Daneca Halvorson
City Treasurer

cc: City Manager
City Attorney
City Clerk



City Council Agenda Report

Item # _____

Meeting Date: 01/27/2025

Subject: 2025 Statement of Investment Policy

Recommended Action

Adoption of the City's updated Statement of Investment Policy.

Background

In order to comply with State law, the City must annually review our investment policy at a public meeting. As a trustee and fiduciary, the City Council is a subject to the prudent investor standard, and must annually delegate investment responsibility to the City Treasurer through the adoption of our Statement of Investment Policy.

Summary/Conclusion

Consideration and adoption of the City's updated Statement of Investment Policy is necessary to stay in conformance with state law, as well as have a formal document which clearly outlines our Investment Policy and purpose for the investment of the City's funds.

I am available to provide any additional information desired by the Mayor or Council members.

Respectfully submitted,

Daneca Halvorson

City Treasurer

Attachment: Statement of Investment Policy

cc with attachment: City Manager
City Attorney
City Clerk

CITY OF DALY CITY, CALIFORNIA

STATEMENT OF INVESTMENT POLICY CALENDAR YEAR 2025





CITY OF DALY CITY
STATEMENT OF INVESTMENT
POLICY

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I. INTRODUCTION

Moneys not required for immediate expenditure by the City of Daly City shall be invested in compliance with governing provisions of law and this policy. The City will maintain adequate cash availability while ensuring that principal invested is protected from loss. Only after those two overriding requirements are met will the City strive for maximum yield on invested idle funds.

II. SCOPE

This investment policy applies to all financial assets under direct control of the City of Daly City. These funds are accounted for in the City's Annual Comprehensive Financial Report (ACFR) and include the General Fund, Special Revenue Funds, Capital Project Fund, Enterprise Funds, Internal Service Funds, certain Agency Funds, and other funds that may be created from time to time.

This policy does not apply to investment activities of moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or certificates of participation, or assets of the City-sponsored Deferred Compensation Plan. Such funds are invested in accordance with statutory provisions governing the issuance, or in accordance with the ordinance, resolution, indenture, or agreement of the City which provides for the issuance, or the instructions of the participants. These funds are identified in the ACFR as Cash with Fiscal Agent, debt service components of certain Enterprise Funds, or as Amounts Due Participants in the Deferred Compensation Plan.

III. INVESTMENT OBJECTIVES

The primary objectives, in priority order, of the City of Daly City's investment activities shall be:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate credit risk and interest rate risk.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

C. Return on Investments

The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. STANDARDS OF CARE

A. Prudence

The City adheres to the guidance provided by the "prudent investor standard," which obligates a fiduciary to ensure that investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of individual business matters, not for speculation but for investment. Exercise of prudence considers the probable safety of capital as well as the probable income to be derived.

This standard of prudence shall be applied in the context of managing an overall portfolio. Investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion, and appropriate action is taken to control adverse developments.

B. Ethics and Conflicts of Interest

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus, employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the Finance Director any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

All participants in the investment process are required to comply with terms of the Political Reform Act, Fair Political Practices Commission Regulations promulgated thereunder (2 C.C.R. §§ 18110 through 18998), the City's Conflict of Interest Policy, including, without limitation, filing of Form 700, notification and recusal obligations, and Government Code section 1090 prohibitions.

V. SAFEKEEPING AND CUSTODY

A. Authorized Financial Dealers and Institutions

1. Broker/Dealers

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence. These may include 'primary' dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

The Treasurer shall determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with City include:

- a. Primary government dealers as designated by the Federal Reserve Bank;
- b. Nationally or state-chartered banks;
- c. The Federal Reserve Bank; and,
- d. Direct issuers of securities eligible for purchase.

All broker/dealers who desire to become qualified for investment transactions must supply the following (as appropriate):

- Proof of Financial Industry Regulatory Authority certification
- Proof of State registration
- Certification of having read the City's investment policy, including a statement that the dealer shall make a good faith effort to ensure that recommended investments conform to this policy
- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Evidence of adequate insurance coverage

Selection of financial institutions and broker/dealers authorized to engage in transactions with the City shall be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

2. Financial Institutions

The Treasurer shall establish selection criteria for approval of institutions to do business with the City of Daly City. To qualify for consideration, an institution must have an office in California and that office must perform the transactions with the City. Additionally, all financial institutions who desire to become depositories must supply the following (as appropriate):

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of state registration
- Evidence of adequate insurance coverage

Upon adoption, and when changes are made thereafter, the City shall send a copy of the current investment policy to all parties doing business with the City. Confirmation of receipt of this policy shall be considered evidence that the dealer understands the City's investment policies and intends to show the City only appropriate investments.

3. Competitive Transactions

The Treasurer shall obtain competitive bid information on all purchases of investment instruments purchased on the secondary market (excluding FDIC Insured certificates of deposit). A competitive bid can be executed through a bidding process involving at least three separate brokers/

financial institutions or through the use of a nationally recognized trading platform.

If the City is offered a security for which there is no readily available competitive offering on the same specific issue, then the Treasurer shall document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

If the City hires an investment adviser to provide investment management services, the adviser must provide documentation of competitive pricing execution on each transaction. The investment adviser will retain documentation and provide upon request.

B. Delivery Versus Payment

Securities transactions, including collateral for repurchase agreements, shall be executed on a delivery vs. payment (DVP) basis. Funds are not wire-transferred until securities are delivered into safekeeping with the City's third-party custodian. The custodial relationship is subject to an agreement for services which may be separate from the agreement for other banking services. The safekeeping requirement does not apply to LAIF, purchase of mutual funds or securities which are physically delivered to the City.

C. Third-Party Safekeeping

Securities will be held by an independent third-party safekeeping institution selected by the City. All securities will be evidenced by safekeeping receipts in the City's name. The safekeeping institution shall annually provide a copy of its most recent report on internal controls - Service Organization Control Reports (formerly 70, or SAS 70) prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (effective June 15, 2011.)

D. Internal Control

The City Treasurer shall establish a system of internal controls, which shall be documented in writing. These controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

VI. AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the

current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and issuer to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **MUNICIPAL SECURITIES** include obligations of the City of Daly City, the State of California and any local agency within the State of California, provided that:
 - The securities are rated in a rating category of “A” or its equivalent or better by at least one “NRSRO”.
 - No more than 5% of the total portfolio may be invested in any single issuer.
 - No more than 30% of the total portfolio may be in Municipal Securities.
 - The maximum maturity does not exceed five (5) years.
2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
 - The securities are rated in a rating category of “A” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
 - No more than 5% of the total portfolio may be invested in any single issuer.
 - No more than 30% of the total portfolio may be in Municipal Securities.
 - The maximum maturity does not exceed five (5) years.
3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:
 - The maximum maturity does not exceed five (5) years.
4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
 - No more than 30% of the total portfolio may be invested in any single Agency/GSE issuer.
 - No more than 20% of the total portfolio may be invested in callable agency securities.
 - The maximum maturity does not exceed five (5) years.

5. BANKER'S ACCEPTANCES, provided that:

- They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 40% of the total portfolio may be invested in Banker's Acceptances.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 180 days.

6. COMMERCIAL PAPER, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

a. **SECURITIES** issued by corporations:

- (i) A corporation organized and operating in the United States with assets more than \$500 million.
- (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
- (iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

b. **SECURITIES** issued by other entities:

- (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
 - (iii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
- No more than 10% of the outstanding commercial paper of any single issuer.
 - No more than 25% of the City's investment assets under management may be invested in Commercial Paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the total portfolio may be invested in Commercial Paper if the City's investment assets under management are greater than \$100,000,000.
 - No more than 5% of the total portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed 270 days.

7. NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than 5% of the total portfolio may be invested in any single issuer.

- The maximum maturity does not exceed five (5) years.
- 8. FEDERALLY INSURED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
- The amount per institution is limited to the maximum covered under federal insurance.
 - No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.
- 9. COLLATERALIZED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:
- No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.
- 10. PLACEMENT SERVICE DEPOSITS**, provided that:
- No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
 - Under a provision sunseting on January 1, 2026, no more than 50% of the portfolio may be invested in deposits through a placement service, including Certificates of Deposit, if the Agency is a city, district or local agency that does not pool money with other local agencies.
 - The maximum maturity does not exceed five (5) years.
- 11. COLLATERALIZED BANK DEPOSITS.** The City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.
- 12. REPURCHASE AGREEMENTS** collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:
- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
 - Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
 - The maximum maturity does not exceed one (1) year.

13. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF), provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Treasurer to adequately judge the risk inherent in LAIF's portfolio.

14. LOCAL GOVERNMENT INVESTMENT POOLS

- Including Other LGIPs permitted by the City, including San Mateo County Treasurer's Pool, CalTRUST, California Asset Management Program (CAMP), and California Class, or Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria: (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission. (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive. (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
- There is no issuer limitation for Local Government Investment Pools

15. CORPORATE MEDIUM TERM NOTES (MTNs), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

16. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY, provided that:

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the total portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum maturity does not exceed five (5) years.

17. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

- a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

- (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
- (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.

- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

- b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

- (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
- (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.

- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

- c. No more than 20% of the total portfolio may be invested in these securities.

18. SUPRANATIONALS, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

VII. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.

- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

VIII. INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. Annually, the City Treasurer shall seek responses to the following questions from any investment pool or mutual fund in which the City invests:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how it is assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

IX. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDs). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an City of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

REPURCHASE AGREEMENTS. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

X. DIVERSIFICATION, MAXIMUM MATURITIES, AND CREDIT QUALITY

The City will diversify its investments by security type, maturity, and institution in order to reduce market and credit risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions. Diversification strategies shall be established by the Treasurer and will be determined based on our investment objectives of Safety, Liquidity, and Return. There is no minimum Portfolio percentage and/or dollar limit for diversification. The maximum Portfolio percentage and/or dollar limits for diversification are indicated in Section VI, Authorized and Suitable Investments.

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Generally, no investment shall be made in any security which, at the time of the investment, has a term remaining to maturity in excess of five years. However, the City Council specifically grants the authority to the City Treasurer to invest a maximum of \$14,000,000 of the City's portfolio in Government National Mortgage Association securities which, at the time of investment, have terms remaining to maturity in excess of five years. Additionally, the City Council may grant express authority to exceed this term for this or other individual investments.

1. **Mitigating Credit Risk in the Portfolio.** Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:
 - The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
 - No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
 - The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
 - If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

- Any actions taken related to the downgrade by the investment manager will be communicated to the Treasurer in a timely manner.
 - If a decision is made to retain the security, the situation will be monitored and reported to the City Council.
2. **Mitigating Market Risk in the Portfolio.** Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

No more than 5% of the portfolio may be invested in any one issuer, excluding Treasuries and Federal Agency issuers, California LGIPs such as Local Agency Investment Fund (LAIF), CAMP, CalTRUST, San Mateo County Treasurer's Pool, and FDIC Insured/ Collateralized investments. Investments into the State of California Local Investment Fund and the San Mateo County Investment Pool meet our diversification requirements.

The City will diversify its investments by security type, maturity, and institution in order to reduce market and credit risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions. Diversification strategies shall be established by the Treasurer and will be determined based on our investment objectives of Safety, Liquidity, and Return. There is no minimum Portfolio percentage and/or dollar limit for diversification. The maximum Portfolio percentage and/or dollar limits for diversification are indicated in Section VI, Authorized and Suitable Investments.

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Generally, no investment shall be made in any security which, at the time of the investment, has a term remaining to maturity in excess of five years. However, the City Council specifically grants the authority to the City Treasurer to invest a maximum of \$14,000,000 of the

City's portfolio in Government National Mortgage Association securities which, at the time of investment, have terms remaining to maturity in excess of five years. Additionally, the City Council may grant express authority to exceed this term for this or other individual investments.

XI. PERFORMANCE EVALUATION

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a market benchmark. Benchmarks may change over time based on changes in market conditions or cash flow requirements.

XII. INVESTMENT REPORTING

The City Treasurer will make quarterly reports to the City Council within 45 days after the end of quarter. The reports will include the following informational items:

- A listing of all securities, investments, and moneys held by the City, showing the type of investment, issuer, date of maturity, rate of interest earned over the quarter, par, and dollar amount invested.
- A description of any of the City's funds, investments, or programs that are under the management of contracted parties, including lending programs.
- With respect to all securities held by the City, and under management of any outside party that is not also a local agency of the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.
- The transaction details of any transactions in the City's portfolio, including reinvestments, purchases, and sales of securities.
- A statement that the portfolio conforms to this Statement of Investment Policy or the manner in which the portfolio is not in compliance.
- A statement of the City's ability to meet its cash pool expenditure requirements for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.

XIII. AUTHORITY TO INVEST MONIES

Pursuant to Government Code § 53600 et. Seq., with the annual adoption of this Statement of Investment Policy, the City Council hereby delegates the authority to invest or reinvest funds of the City, and sell or exchange securities so purchased, to the City Treasurer for a one-year period, who will thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, in accordance with this Statement of Investment Policy.

XIV. ADOPTION

The investment policy shall be adopted by resolution of the City Council of the City of Daly City. The policy shall be reviewed at a public meeting on an annual basis by the City Council and any modifications to the policy must be approved by the City Council.

XV. GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER’S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from their own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. Intrafi is an entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for their own position.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

FIDUCIARY. A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in the other's best interests.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These

funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MATURITY. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

PAYDOWN. A reduction in the principal amount owed on a bond, loan, or other debt.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities

market.

PRUDENT INVESTOR (PRUDENT PERSON) RULE. A standard of responsibility which applies to fiduciaries.

In California, the rule is stated as “Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes.”

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller’s point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer’s name.

SECURITIES AND EXCHANGE COMMISSION (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION (SEC) RULE 15c3-1. An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio’s performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



City Council Meeting Agenda Report

Item # _____

Meeting Date: January 27, 2025

Subject: Coastal Development Permit CDP-10-24-16669 - Replace Existing Sunroom with Bedroom at Rear of Home at 60 Roslyn Court

Recommended Action

Approve Coastal Development Permit CDP-10-24-16669, allowing the replacement of an existing sunroom with bedroom at rear of home at 60 Roslyn Court.

Planning Commission Discussion

On December 3, 2024, the Planning Commission voted 4-0 (Commissioner Faapuaa absent) to recommend approval of the Coastal Development Permit to the City Council. Commissioner Satorre asked about the time assumptions made for the subject structure during its geotechnical review. Staff answered that a structure such as this is evaluated for a 50-year time frame.

Background

The applicant, Erik Zang proposes to demolish an existing 246 square foot sunroom and construct a 216 square foot bedroom addition in approximately the same location 60 Roslyn Court. The project is in the -Resource Protection (-RP) overlay zone and therefore requires a Coastal Development Permit. The Resource Protection overlay zone was established as outgrowth of the City's adoption of the Coastal Element in 1984, which essentially requires public hearings for most new construction and allows for appeals to the California Coastal Commission. The Commission staff has been notified of this pending application.

Project Description

The project site is in the Westlake Palisades Neighborhood on Roslyn Court (see Attachment A – Site Location). As indicated in the project plans, the applicant proposes to demolish an approximately 246 square foot single-story sunroom and construct a new 218 square foot one-story addition in approximately the same location (see Attachment B – Project Plans). The addition is situated at the rear of the existing home approximately 30 feet from the rear property line and five feet from the side yard property line (see Attachment C – Photos of Existing Sunroom). Although the addition is single-story, the applicant has proposed a roof deck on top of the bedroom, which is permissible under current zoning regulations.

Coastal Development Permit

The project site is zoned R-1 Single-Family Residential District with a General Plan Land Use Designation of Low-density Residential. The site is also located in the Resource Protection (-RP) Combining District and Coastal Zone. Per the zoning ordinance, any new structures or additions in the -RP Combining District and Daly City Coastal Zone are subject to review for compliance with the Daly City Local Coastal Plan (Coastal Element) and Zoning Ordinance as a Coastal Development Permit. Proper noticing procedures in accordance with the Local Coastal Plan must be followed in review of the Coastal Development Permit.

The Coastal Element incorporates verbatim applicable Coastal Act policies for new development and hazard areas. Because the proposed development is located within 300 feet of the seaward face of a coastal bluff, the project may be appealed to the Coastal Commission under Coastal Act Section 30603(a)(2).

The Coastal Element recognizes that “the entire 2+ mile stretch of sea cliffs in the coastal zone presents physical hazards” as a result of erosion and geologic stability. The Coastal Element incorporates verbatim Coastal Act Section 30253, which provides in relevant part:

New development shall:

- Minimize risks to life and property in areas of high geologic, flood, and fire hazard.
- Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.

Site Design

Findings must be made to ensure the subject project is consistent with the General Plan, Local Coastal Plan and the R-1 Single-family Residential district standards and, together with the provisions for its design and improvements, would not be detrimental to the health, safety, morals, comfort and general welfare of the neighborhood.

Per the Zoning Ordinance, minimum standards including setbacks, height, and lot coverage must be in compliance. As proposed, the proposed addition is within Zoning Ordinance standards in relation to setbacks, lot coverage, and height. As discussed previously, the roof deck proposed on top of the addition is permission under current zoning regulations.

Geotechnical Report

The applicant submitted a geotechnical report to the City for review and is subject to review by staff in compliance with the Resource Protection Combining District and Local Coastal Plan (see Attachment D – Geotechnical Report). Staff has reviewed the report and concurs with its findings and recommendations. According to the report, the site is geotechnically suitable for the proposed improvements subject to recommendations contained in the report. Staff has incorporated the report’s recommendations by reference as Conditions of Approval.

Environmental Review

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, will not result in significant adverse environmental impacts and is exempt from environmental review pursuant to CEQA Guidelines Section 15303: Small Construction.

Findings

The Planning Commission has found that, as conditioned, the proposed Coastal Development Permit CDP-10-24-16669 complies with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed project would not be detrimental to the health, safety, morals, comfort and general welfare of persons residing in or working in the neighborhood, or be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the city. The Planning Commission recommends the City Council make the following findings:

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 January 27, 2025; notice of said hearing was by newspaper publication on January 17, 2025, posting and first class mailing to property owners within 300 feet and occupants within 100 feet of the site.
2. The City Council has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined the project is Categorically Exempt per Section 15303: Small Construction.
3. The subject property is zoned R-1 (Single-family Residential Zoning District), which requires a Coastal Development Permit for the bedroom addition construction.
4. The subject project is consistent with the General Plan, Local Coastal Plan and the R-1 Single-Family Residential district standards and, together with the provisions for its design and improvements, would not be detrimental to the health, safety, morals, comfort and general welfare of the neighborhood.
5. The proposed development is located within 300 feet of the seaward face of a coastal bluff. Thus, the project may be appealed to the Coastal Commission under Coastal Act Section 30603(a)(2).
6. The proposed development is located within the Daly City Coastal Zone. The Coastal Element incorporates verbatim applicable Coastal Act policies for new development and hazard areas.
7. The City has received a report from a California Licensed Civil Engineer concluding that the placement of the addition is feasible from a geotechnical engineering perspective, subject to certain requirements which have been required as a Condition of Approval for the project (Frank Lee and Associates, 2024). There is no evidence in the public record contrary to this conclusion.

Conditions of Approval

The Planning Commission recommends approval of Coastal Development Permit CDP-10-24-16669 based on the following conditions as specified by each Department and Division.

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. Within thirty (30) days of Council approval, the applicant shall file with the City Clerk a Declaration of Acceptance of all conditions. Until said declaration is filed, the project shall not be granted for any permits sought from the City.
2. If building permits are not issued and construction diligently pursued within one year of approval of the use permit, the use permit shall become invalid.
3. Recommendations contained in the subject geotechnical report (dated June 13, 2019) performed by Sigma Prime Associates, Inc. and a licensed geologist shall certify the associated building plans for conformity.

Geotechnical Report

4. The applicant shall attach the Geotechnical Report prepared by Frank Lee and Associates dated August 28, 2024, to the building permit and comply with the recommendations contained therein.

Time Limit

5. The Coastal Development Permit 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.

Local Coastal Plan

6. Coastal Hazards. By acceptance of this CDP, the Permittees acknowledge and agree, on behalf of themselves and all successors and assigns, that:
 - a. Coastal Hazards. This site is subject to coastal hazards including but not limited to episodic and long-term shoreline/bluff retreat and coastal erosion, storms, tsunamis, tidal scour, landslides, and their interaction, all of which may be exacerbated by sea level rise.
 - b. CDP Intent. The intent of this CDP is to allow for the approved project to be constructed and used consistent with the terms and conditions of this CDP for only as long as the development remains safe for occupancy, use, and access, without additional substantive measures beyond ordinary repair or maintenance to protect the development from coastal hazards.
 - c. No Future Armoring. No new shoreline armoring (including but not limited to seawalls, revetments, retaining walls, gabion baskets, tie backs, piers, groins, caissons/grade beam systems, etc.) shall be constructed to protect the development approved pursuant to this CDP in the event that the approved development is threatened with damage or destruction from coastal hazards in the future. Any rights to construct such armoring that may exist under Coastal Act Section 30235, the City of Daly City LCP, or any other

applicable law, shall be waived, and no portion of the approved development is an “existing structure” for purposes of Section 30235.

- d. Public Trust. This CDP does not allow encroachment onto public trust lands, and any future encroachment must be removed unless the Coastal Commission determines that the encroachment is legally permissible pursuant to the Coastal Act and authorizes it to remain. Any future encroachment would also be subject to the State Lands Commission’s (or other designated trustee agency’s) leasing approval.
 - e. Assume Risks. (1) All risks to the Permittees and to the property that is the subject of this CDP are assumed by the Permittees, including any injury and/or damage from coastal hazards in connection with this permitted development; (2) any claim of damage or liability against City of Daly City, its officers, agents, and employees for injury or damage from coastal hazards are unconditionally waived; (3) City of Daly City, its officers, agents, and employees are indemnified and held harmless by the Permittees with respect to City of Daly City’s approval of the CDP against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to coastal hazards; and (4) all responsibility for any adverse effects to property caused by the permitted project is assumed by the Permittees.
7. Coastal Hazard Response. The Permittees are required to remove and/or relocate all or a portion of the development authorized by this CDP, and to restore the affected portion of the site, if any of the following occur:
- a. Unsafe Conditions. The City of Daly City or any other government agency with legal jurisdiction has issued a final order, not overturned through any appeal or writ proceedings, determining that some or all of the approved development is currently and permanently unsafe for occupancy or use due to damage or destruction from coastal hazards, and that there are no feasible measures that could make such development suitable for occupancy or use without the use of shoreline armoring.
 - b. Lack of Services. Essential services to the site (e.g., utilities, roads) can no longer feasibly be maintained due to coastal hazards, including due to the degradation and/or failure of nearby roadways, and/or degradation and/or failure of utilities serving the site. City of Daly City and any other providers shall not be required to maintain access and/or utility infrastructure to serve the approved development in such circumstances.
 - c. Adaptation Planning. Removal and/or relocation is required pursuant to LCP policies for sea level rise adaptation planning. Required removal and/or relocation shall require the City of Daly City approval of a plan to accommodate same prior to any such activities. In the event that portions of the approved development fall into the bay or to the ground before they are removed and/or relocated pursuant to the above criteria, the Permittees shall remove all recoverable debris associated with the development from such areas, and lawfully dispose of the material in an approved disposal site, all subject to City of Daly City approval.
8. Future Permitting. All future proposed development related to this CDP shall require a new CDP or a CDP amendment.

9. Real Estate Disclosure. Disclosure documents related to any future marketing and/or sale of the site/residence, including but not limited to marketing materials, sales contracts and similar documents, shall notify potential buyers of the terms and conditions of this CDP, including explicitly the coastal hazard requirements of Special Condition 2. A copy of this CDP shall be provided in all real estate disclosures.
10. Deed Restriction. WITHIN ONE-YEAR OF ISSUANCE OF THE CDP, which deadline the City of Daly City may extend for good cause, the Permittees shall submit for review and approval documentation demonstrating that the landowners have executed and recorded against the parcels governed by this CDP a deed restriction : (1) indicating that, pursuant to this CDP, City of Daly City has authorized development on the subject property, subject to terms and conditions that restrict the use and enjoyment of that property; (2) imposing the terms and conditions of this CDP as covenants, conditions and restrictions on the use and enjoyment of the property. The deed restriction shall include a legal description of all of the parcels governed by this CDP. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this CDP shall continue to restrict the use and enjoyment of the subject property so long as either this CDP or the development it authorizes – or any part, modification, or amendment thereof – remains in existence on or with respect to the subject property.

Recommendation

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

1. Adopt the Findings as outlined herein;
2. Affirm the Environmental Assessment;
3. Approve Coastal Development Permit CDP-10-24-16669, subject to the Findings and Conditions outlined herein.

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

Respectfully submitted,



Michael Van Lonkhuysen
Planning Manager

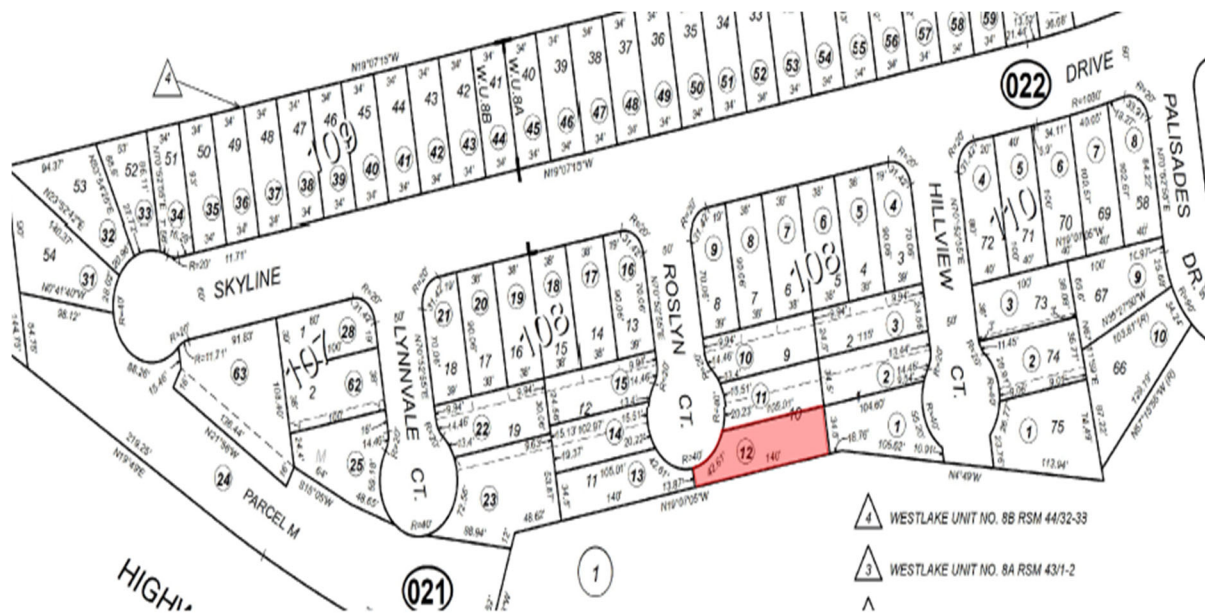


Tatum Mothershead
Director of Economic and Community
Development

Attachments

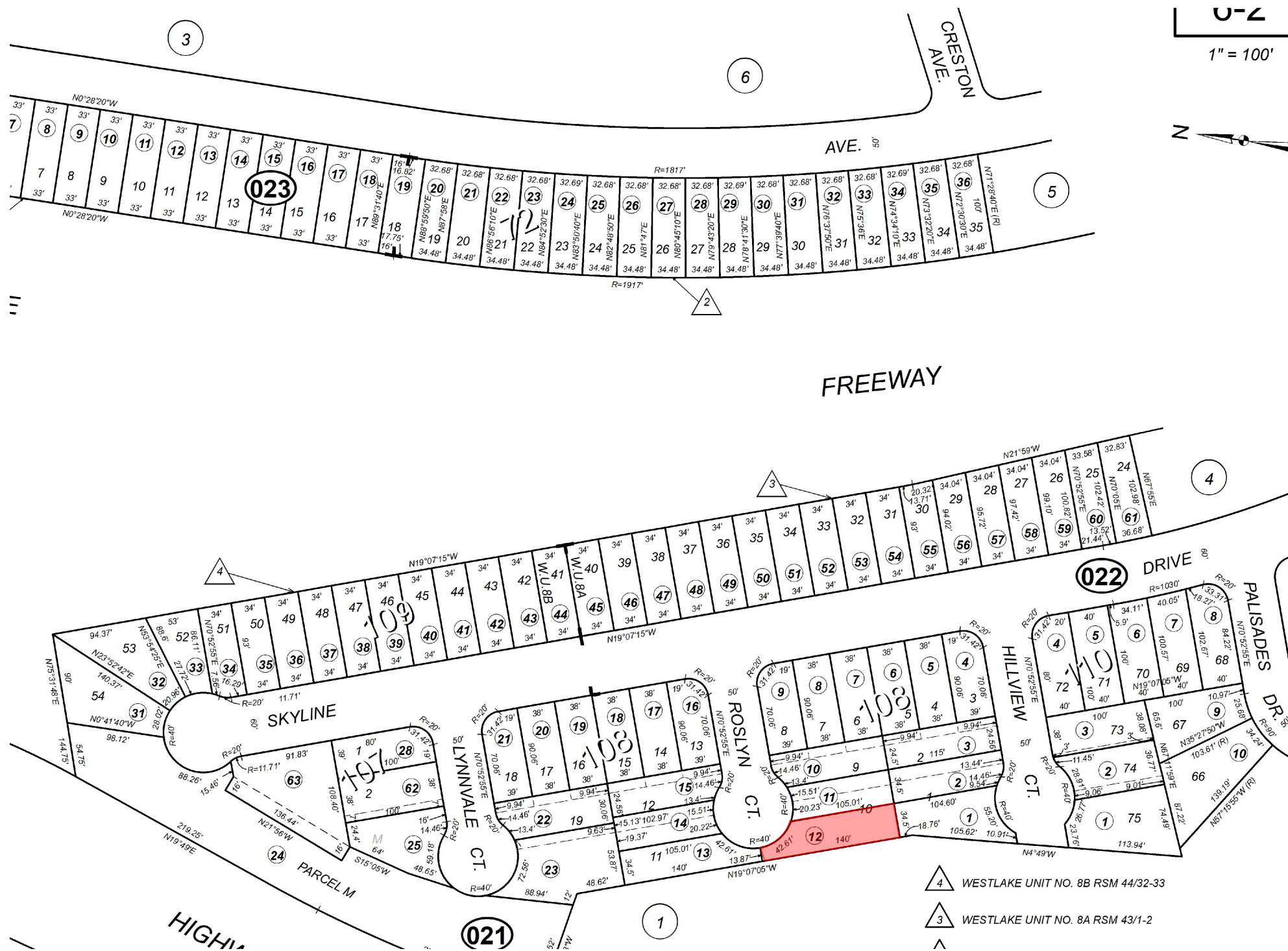
- Attachment A – Location Map
- Attachment B – Project Plans
- Attachment C – Photos of Existing Sunroom
- Attachment D – Geotechnical Report

SITE LOCATION



SINGLE FAMILY RESIDENCE
INTERIOR REMODEL AND ADDITIONS

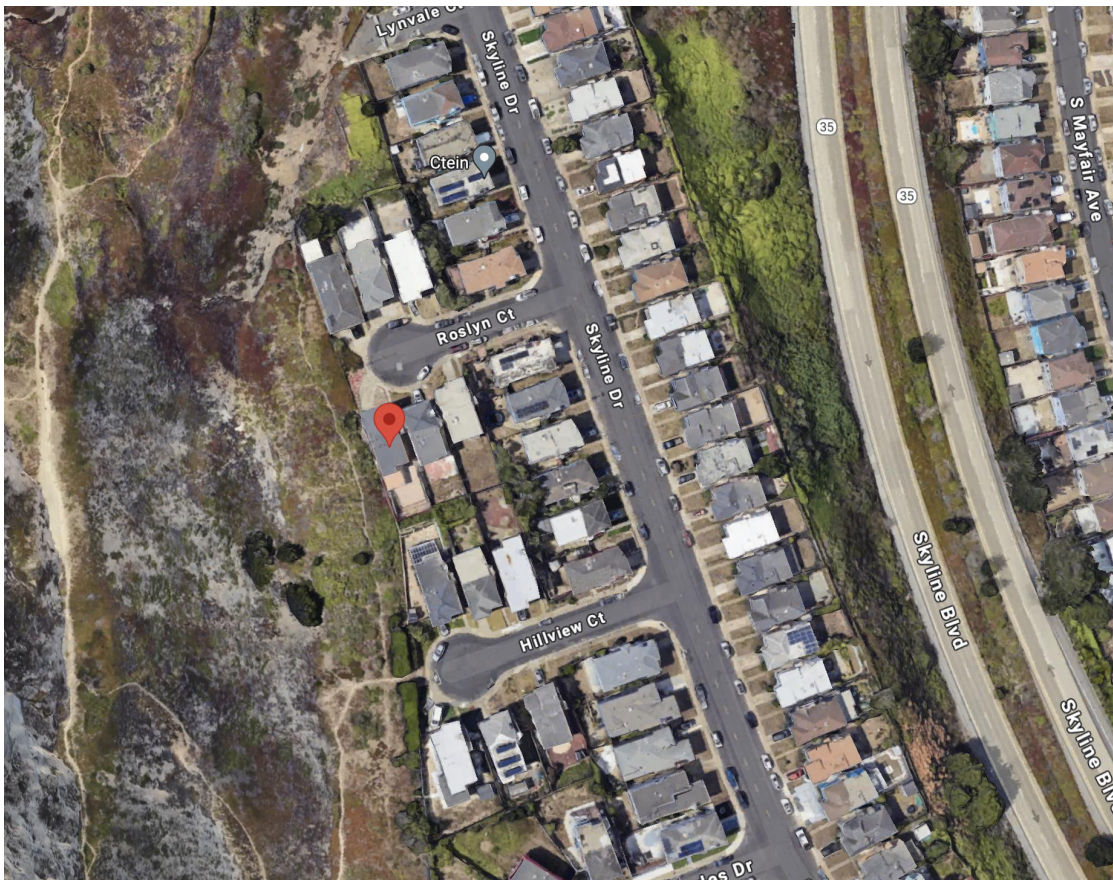
60 ROSLYN CT, DALY CITY, CA 94015



GENERAL NOTES

- THESE DRAWINGS ARE COPYRIGHT **ERIK & BETINA DESIGN LLC**. SHALL NOT BE USED ON ANY OTHER PROJECT WITHOUT WRITTEN CONSENT.
- PROJECT TO BE CONSTRUCTED BY A LICENSED GENERAL CONTRACTOR.
- CONTRACTOR SHALL NOT SCALE DIMENSIONS OFF DRAWINGS. FOLLOWING WRITTEN DIMENSIONS ONLY. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, SITE AND GRADE CONDITIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL NOTIFY THE DESIGN PROFESSIONAL IMMEDIATELY OF ANY DISCREPANCY ON THESE PLANS AND SPECIFICATIONS.
- SHOULD AN ERROR APPEAR IN THE DRAWINGS OR SPECIFICATIONS, OR IN WORK DONE BY OTHERS AFFECTING THIS WORK, NOTIFY THE DESIGN PROFESSIONAL AT ONCE. IF THE CONTRACTOR PROCEEDS WITH WORK AFFECTED WITHOUT INSTRUCTIONS FROM THE DESIGN PROFESSIONAL, THE CONTRACTOR SHALL MAKE GOOD ANY RESULTING DAMAGE OR DEFECT.
- THE GENERAL CONTRACTOR, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, SHALL ASSUME RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THE CONTRACTOR AND SUBCONTRACTORS SHALL MAINTAIN THE JOB SITE IN A CLEAN, ORDERLY CONDITION, FREE OF DEBRIS AND LITTER. OPERATIONS SHALL BE CONFINED TO THE SITE AREAS PERMITTED BY PERMIT & LAW.
- NO PORTION OF WORK REQUIRING A SHOP DRAWING OR SAMPLE SUBMISSION (PER REQUEST OF THE OWNER OR DESIGN PROFESSIONAL) MAY BE COMMENCED UNTIL THE SUBMISSION HAS BEEN REVIEWED AND APPROVED. ALL SUCH PORTIONS OF THE WORK SHALL BE IN ACCORDANCE WITH THE APPROVED SHOP DRAWINGS & SAMPLES.

VICINITY MAP



PROJECT DESCRIPTION

- DEMOLISH SUNROOM, AND ADD NEW BEDROOM -5 IN LOWER LEVEL. TOTAL 218.24 SQ FT
- ADD A NEW BATHROOM-3 IN THE LOWER LEVEL. TOTAL 60.33 SQ FT
- ADD A NEW WET BAR IN THE LOWER LEVEL. TOTAL 143.42 SQ FT
- ADD A NEW STORAGE IN THE LOWER LEVEL. TOTAL 212.76 SQ FT
- ADD A NEW ROOF DECK , TOTAL 218.24 SQ FT
- UPGRADE THE ELECTRICAL PANEL TO 200A

PROJECT INFORMATION

APN	006021120
OCCUPANCY	R1
CONSTRUCTION TYPE	V-B
ZONE	R10003
STORIES	TWO
FIRE SPRINKLER	NO
LOT AREA	4323 SQ.FT
(E)RESIDENCE AREA	2008.04 SQ.FT.
(E)GARAGE AREA	912.63 SQ.FT.
(E)FAR	67.56%
(E)LOT COVERAGE	36.99%
(E)BEDROOM	4
(E)BATHROOM	2
(N)RESIDENCE AREA	2879.94 SQ.FT
(N)GARAGE AREA	378.31 SQ.FT
(E)FAR	66.62%
(E)LOT COVERAGE	36.05%
(N)BEDROOM	5
(N)BATHROOM	3

PROJECT CONTACTS

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Rui Zhang & Yufang Wang,
925-791-0421 ,
38935G@GMAIL.COM

DESIGNER
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Erik Zang
(628) 998-3498
erikbetinadesign@gmail.com

STRUCTURAL ENGINEER
Beamable Engineering INC.
Bo Zhang , P.E.
(408)-752-2777
bo@beam-able.com

SHEET INDEX

A-0.1	COVER SHEET
A-0.2	BUILDING NOTES
A-0.3	CLEAN BAY PLAN SHEET
A-0.4	SURVEY
A-1.1	EXISTING SITE PLAN
A-1.2	PROPOSED SITE PLAN
A-2.1	EXISTING/DEMO FLOOR PLAN
A-2.2	PROPOSED FLOOR PLAN
A-3.1	PROPOSED ELECTRICAL PLAN & RCP
A-4.1	EXISTING / PROPOSED ROOF PLAN
A-5.1	ELEVATIONS
A-5.2	ELEVATIONS
A-5.3	ELEVATIONS
C-1.0	GRADING & DRAINAGE PLAN
C-2.0	EROSION CONTROL PLAN
C-2.0	EROSION CONTROL PLAN



60 Roslyn Ct, Daly
City, CA 94015

AP NUMBER 006021120

DATE 06/15/2024

PLAN CHECK

BID DATE

FINAL PERMIT

REVISIONS

PLAN PREPARED BY

Erik Zang

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SHEET TITLE:

COVER SHEET

SHEET NUMBER:

A-0.1

ABBREVIATIONS :

ADJ.	Adjustable	F.O.S.	Face Of Stud	RESIL.	Resilient
A.F.F.	Above Finished Floor (Grade)	F.O.F.	Face Of Finish	REQ'D.	Required
B.O.	Bottom Of	GA.	Gauge	RM.	Room
BD.	Board	GALV.	Galvanized	R.O.	Rough Opening
BLKG.	Blocking	GB	Grab Bar	RWL	Rain Water Leader (Overflow)
BM.	Beam	GLB	Glulam Beam	SAM	Self Adhesive Membrane
C.J.	Control Joint	GSM.	Galvanized Sheet Metal	S.S.D	See Structural Drawings
C (C.L.)	Center Line	GYP. BD.	Gypsum Board	S.L.D	See Landscape Drawings
CLG.	Ceiling	HB.	Hose Bibb	SCHED.	Schedule (Scheduled)
CLR.	Clear	HR.	Hour	SIM.	Similar
COL.	Column	HT.	Height	ST.STL./SS	Stainless Steel
CONC.	Concrete	INS.	Insulation	STL.	Steel
CONST.	Construction	INT.	Interior	STD.	Standard
CONT.	Continuous	JB.	J-Box	STRUCT.	Structural
DBL.	Double	JT.	Joint	TB	Towel Bar
DIA.	Diameter	MAX.	Maximum	T.B.D.	To Be Determined
DIM.	Dimension	MECH.	Mechanical	T.B.R.	To Be Removed
DN.	Down	MFR.	Manufacturer	THRU.	Through
DS.	Downspout	MIN.	Minimum	T.O.	Top Of
DTL.	Detail	MTL	Metal	T.O.P.	Top of Parapet
DWG.	Drawing	N.I.C.	Not In Contract	T.O.S.	Top of Structure
EA.	Each	N.T.S.	Not To Scale	TPO	Thermoplastic Polyolefin
EL.	Elevation (Height)	(N)	New	T.S.	Tube Steel
ELEC.	Electrical	O.C.	On Center	TYP.	Typical
ELEV.	Elevation (Drawing)	OPP.	Opposite	VER.	Verify
EQ.	Equal	OPNG.	Opening	V.I.F.	Verify In Field
EXT.	Exterior	O/	Over	W/	With
(E)	Existing	PL.	Property Line	WD.	Wood
F.B.O.	Furnished By Owner	PLY.	Plywood	WF	Wood Finish
F.F.	Finished Floor	PT.	Point	W.O.	Where Occurs
FLR.	Floor	PTD.	Painted	WV	Wood Veneer
FL	Fluorescent	R	Radius	U.O.N	Unless Otherwise Noted
FIN.	Finish (Finished)	REF.	Refer To (Reference)		
F.O.	Face Of	RES.	Resistant		

27. Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and Contract Documents or governing codes, ordinances, etc. require greater quantity or better quality than common practice or common usage would require.
28. Only new items of recent manufacture, of standard quality, free from defects, will be permitted on the new Work. Rejected items shall be removed immediately from the Work and replaced with items of the quality specified. Failure to remove rejected materials and equipment shall not relieve the Subcontractor from the responsibility for quality and character of items used nor from any other obligation imposed on him by the Contract.
29. Continuous inspection of welding in the shop and field shall be required during the time of welding. In addition, all complete penetration welds shall be ultrasonically tested by the laboratory, unless some other means of providing the compliance of the welds is designated by the Structural Engineer. Welds showing inclusions, porosity, lack of fusion, penetration or uneven contours (sagging or overlapping parent metal) beyond acceptable limits, as determined by the Welding Inspector, shall be ground out and rewelded at no additional cost to the owner. Procedures and criteria for acceptance of welds shall be per AWS D1.1.
30. No work defective in construction or quality or deficient in any requirements of the Drawings and Specifications will be acceptable in consequence of Owner's or Architect's failure to discover or to point out defects or deficiencies during construction; nor will presence of inspectors on work site relieve Contractor from responsibility for securing quality and progress of Work as required by the Contract. Defective work revealed within time required by guarantees shall be replaced by work conforming with the intent of the Contract. No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.
31. WATER EFFICIENT PLUMBING FIXTURES
Toilets - Maximum 1.28 gallons/flush.
Shower heads - Maximum 1.8 gallons/minute
Bath sink faucets - Maximum 1.2 gallons/minute
Kitchen sink faucets - Maximum 1.8 gallons/minute
32. Bathrooms containing shower, tub or tub/shower combination shall be mechanically ventilated.
- a. Provide Energy Star exhaust fan ducted to the exterior with backdraft damper.
b. Unless functioning as component of a whole house ventilation system, fans to be controlled by humidity control.
c. Humidity controls shall be capable of adjustment between ≤ 50 % to maximum 80 %.
33. ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. NUMBERS SHALL BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 1/2 INCH. NUMBERS SHALL NOT BE SPELLED OUT. THESE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND.

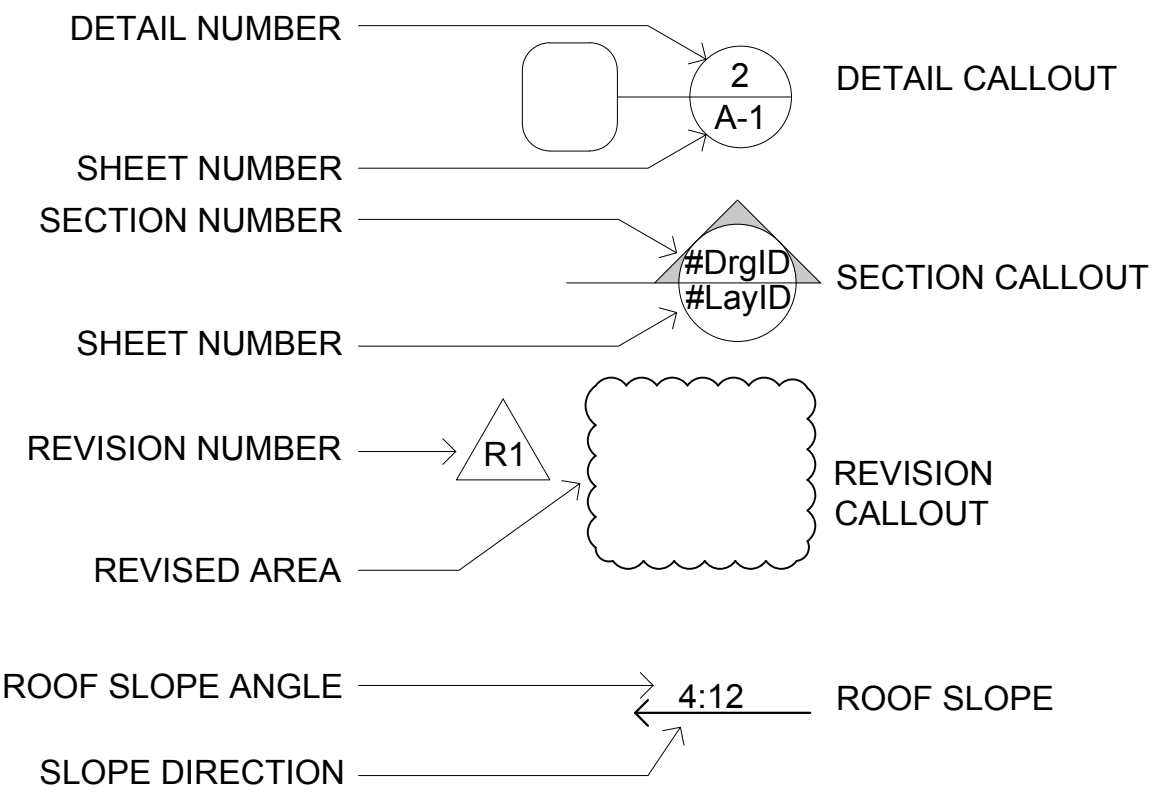
CALGREEN NOTES

1. COMPLIANCE WITH CALGREEN IS REQUIRED
2. SITE DEVELOPMENT TO FOLLOW WATER MANAGEMENT STANDARDS LISTED ON SHEETS CG3.0, CG4.0, AD.5, AD.6 OF STORM WATER MANAGEMENT THROUGH SWALES, FRENCH DRAINS, WATER COLLECTION, ETC. THROUGH AND AFTER FINAL CONSTRUCTION.
3. EVSE CIRCUIT CONDUIT/RACEWAY TO BE 1" DIAMETER AND 40A SERVICE FROM PANEL.
4. PROJECT TO MEET REQUIREMENTS SET FORTH BY TITLE 24 COMPLIANCE DOCUMENT, 2022 CALIFORNIA ENERGY CODE, 2022 CALIFORNIA TITLE 24 CODE, 2022 CALIFORNIA CALGREEN CODE.
5. ALL WATER FIXTURES TO MEET FLOW REQUIREMENTS LISTED ON TABLE:
- FIXTURE TYPE FLOW RATE
SHOWER HEADS
(RESIDENTIAL) 1.8 GMP @ 80 PSI
LAVATORY FAUCETS
(RESIDENTIAL)
MAX. 1.2 GPM @ 60 PSI
MIN. 0.8 GPM @ 20 PSI
LAVATORY FAUCETS IN
KITCHEN FAUCETS 1.8 GPM @ 60 PSI
WATER CLOSET 1.28 GAL/FLUSH
6. ALL INTERIOR MATERIALS, FLOORING, FINISHES, ADHESIVES/CAULKINGS, PAINTS TO MEET VOC LIMITS SPECIFIED ON CG1.0-CG4.0

FIRE PROTECTION NOTES

1. FIRESTOPPING SHALL BE PROVIDED IN THE FOLLOWING LOCATIONS:
- a. IN CONCEALED SPACE OF STUD WALLS AND PARTITIONS, INCLUDING FURRED SPACES, AT THE CEILING AND FLOOR LEVELS AND AT 10' INTERVALS BOTH VERTICAL AND HORIZONTAL.
- b. AT ALL INTERCONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCURS AT SOFFITS, DROPPED CEILINGS, AND COVED CEILINGS.
- c. IN CONCEALED SPACES BETWEEN STAIR STRINGERS AT THE TOP AND BOTTOM OF THE RUN AND BETWEEN STUDS ALONG AN IN LINE WITH THE RUN OF STAIRS IF THE WALLS UNDER THE STAIRS ARE UNFINISHED.
- d. IN OPENINGS AROUND TUBS AND SHOWERS, VENTS, PIPES, DUCTS, CHIMNEYS, FIREPLACES, AND SIMILAR OPENINGS WHICH AFFORD A PASSAGE FOR FIRE AT CEILING AND FLOOR LEVELS.
- e. AT OPENING BETWEEN ATTIC SPACES AND CHIMNEY CHASES.
- f. AROUND TOP, BOTTOM, SIDES, AND ENDS OF SLIDING DOOR POCKETS.
- g. ALL INSULATION MATERIAL SHALL HAVE A FLAME-SPREAD RATINGS NOT TO EXCEED 25 AND SMOKE DENSITY NOT TO EXCEED 450.

SYMBOL LEGEND



GENERAL NOTES

1. The Contract Documents include the Working Drawings, Specifications, Addenda, Modifications and the Conditions of the Construction Contract.
2. The Contract Documents are instruments of service and shall remain the property of the Architect whether the project for which they are prepared is executed or not. The Contract Documents are not to be used for other projects or extensions of the project nor are they to be modified in any manner whatsoever except by agreement in writing and with appropriate compensation to the Architect.
3. The Contractor shall be responsible for checking Contract Documents, field conditions and dimensions for accuracy and confirming that the Work is as shown before proceeding with construction. Clarifications regarding any conflicts shall be achieved prior to related work being started.
4. In the event of conflict between data shown on the Drawings and data shown in the Specifications, the Specifications shall govern. Dimensions noted on the Drawings shall take precedence over scaled dimensions. Detail drawings take precedence over drawings of smaller scale. Should the Contractor at any time discover an error in a Drawing or Specification, or a discrepancy or variation between Dimensions on Drawings and measure-ments at site, or lack of dimensions or other information, he shall report at once to the Architect for clarification and shall not proceed with the work affected until clarification has been made. **Do NOT scale the plans.**
5. Discrepancies between General, Plan or Sheet Notes shall be brought to Architect's attention for clarification and resolution. Occasional reference to one or more specific notes within the General, Plan or Sheet Notes shall not in any way diminish or eliminate the full force and effect of all other notes, neither in relation to one another or not specifically referenced.
6. The Contractor is responsible for verifying the dimensions and elevations at the site. The Contractor and sub-contractors shall coordinate the layout and exact location of all partitioning, doors, electrical/telephone outlets, light switches and thermostats with the Architect in the field before proceeding with construction.
7. Horizontal dimensions are from face of stud to face of stud, except as noted otherwise. Vertical dimensions are from top of floor slab or plywood, except where noted to be above finished floor (AFF). All dimensions marked "clear" shall be maintained and shall allow for thickness of all finishes. Dimensions are not adjustable without approval of Architect unless noted with "+/-".
8. "Furnish" means supply only, for others to put in place. "Install" means supplied by others, to be installed by Contractor. "Provide" means furnish and install, complete and in place.
9. "Typical" means identical for conditions noted. "Similar" means comparable characteristics for conditions noted. Contractor to verify dimensions and orientation.
- Quality Assurance**
10. When authorized by the Owner, the Architect will be the designated agent for design of this project and will exercise sole authority for determining conformance of materials, equipment and systems with the intent of the design. Review and acceptance of all items proposed by the Contractor for incorporation into this work will be by the Architect. This function of the Architect will apply both to the Contract as initially signed, and to changes to the Contract by modification during progress of the Work.
11. The Contractor is to exercise extreme care and caution during construction of the Work to minimize disturbances to adjacent structures and their occupants, property, public thorough-fares, etc. Contractor shall take precautions and be responsible for the safety of all bldg. occupants from construction procedures.
12. The Contractor is responsible for and shall provide protection for any existing finishes to remain.
13. Cut and fit components for alteration of existing work and installation of new work. Patch disturbed areas to match adjacent materials and finishes.
14. All work shall be erected and installed plumb, level, square, and true and in proper alignment.
15. The finished work shall be firm, well anchored, in true alignment, plumb, level, with smooth, clean, uniform appearance without waves, distortions, holes, marks, cracks, stains or discoloration. Jointings shall be close-fitting, neat and well-scribed. The finish work shall not have exposed, unsightly anchors or fasteners and shall not present hazardous, unsafe corners. All work shall have the provision for expansion, contraction and shrinkage as necessary to prevent cracks, buckling and warping due to temperature and humidity conditions.
16. Coordinate and provide appropriate structural blocking/backing and reinforcing in partitions behind all wall mounted items.
17. Attachments, connections or fastenings of any nature are to be properly and permanently secured in conformance with best practice and the Contractor is responsible for improving them accordingly to these conditions. The Drawings show only special conditions to assist the Contractor; they do not illustrate every such conditions and detail.
18. References to makes, brands, models, etc. is to establish type and quality desired. Substitution of acceptable equals will not be permitted unless specifically noted otherwise or when made according to procedures for substitutions.
19. Make all necessary provisions for items to be furnished or installed by Owner. Provide protection for these provisions until completion of the project. Contractor to coordinate N.I.C. items with appropriate trades. Submittals
20. Within five (5) days from contract date, Subcontractor is to prepare and submit and estimated progress schedule for the Work, with sub-schedules of related activities which may affect the progress of the Work.
21. Subcontractor shall order and schedule delivery of materials in ample time to avoid delays in construction. If an item is found to be unavailable, Subcontractor shall notify Architect immediately to allow Architect a reasonable amount of time to select a suitable substitute.
22. Subcontractor shall provide manufacturer's specifications, installation instructions, shop drawings and samples for review and approval of all materials and methods to be used prior to ordering or proceeding with the Work. Submit Product Data, Shop Drawings and Samples for all trades as soon as possible to the Architect to guarantee progress of the Work.
23. Subcontractor to follow manufacturer's recommended specifications and installation procedures. If these differ from the Contract Documents, Subcontractor shall notify Architect in writing immediately to resolve discrepancies prior to proceeding.
24. If any time before commencement of Work, or during progress thereof, Subcontractor's methods, equipment or appliances are inefficient or inappropriate for securing quality of Work or rate of progress intended by the Contract Documents, Owner may order Subcontractor to improve their quality or increase their efficiency. This will not relieve Subcontractor or his sureties from their obligations to secure quality of work and rate of progress specified in Contract.
25. All work shall comply with applicable codes, amendments, rules, regulations, ordinances, laws, orders, approvals, etc. that are required by public authorities. In the event of conflict, the most stringent requirements shall comply. Requirements include, but are not limited to the current applicable editions or publications of the following (or as otherwise noted):
- A. 2022 CBC, CRC, CPC, CMC, CEC, and all local codes and ordinances
B. 2022 CALGreen, 2022 California Fire Code
C. National Fire Protection Association
D. Title 24 Energy Compliance
E. American National Standards Institute
F. State of California Energy Regulations
26. Materials and workmanship specified by reference to number, symbol, title, or specification, such as commercial standards, federal specifications, trade association standard, or other similar standard, shall comply with require-ments in latest edition or revision thereof, and with any amendment or supplement thereto in effect on date of origin of this project's Contract Documents. Such standard, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Abbreviations used in referring to standards that apply to the Work, include, but are not necessarily limited to, the following:
- A. American Society of Testing Materials (ASTM)
B. American Institute of Steel Construction (AISC)
C. American Welding Society (AWS)
D. American Concrete Institute (ACI)
E. American National Standards Institute (ANSI)
F. Architectural Aluminum Manufacturer's Association (AAMA)
G. Aluminum Association, Inc. (AA)
H. Concrete Reinforcing Steel Institute (CRSI)
I. National Association of Architectural Metal Manufacturers (NAAAMM)
J. National Fire Protection Association (NFPA)
K. National Woodwork Manufacturer's Association (NWWA)
L. Woodwork Institute of California (WIC)



60 Roslyn Ct, Daly City, CA 94015

AP NUMBER 006021120

DATE 06/15/2024

PLAN CHECK

BID DATE

FINAL PERMIT

REVISIONS

PLAN PREPARED BY

Erik Zany

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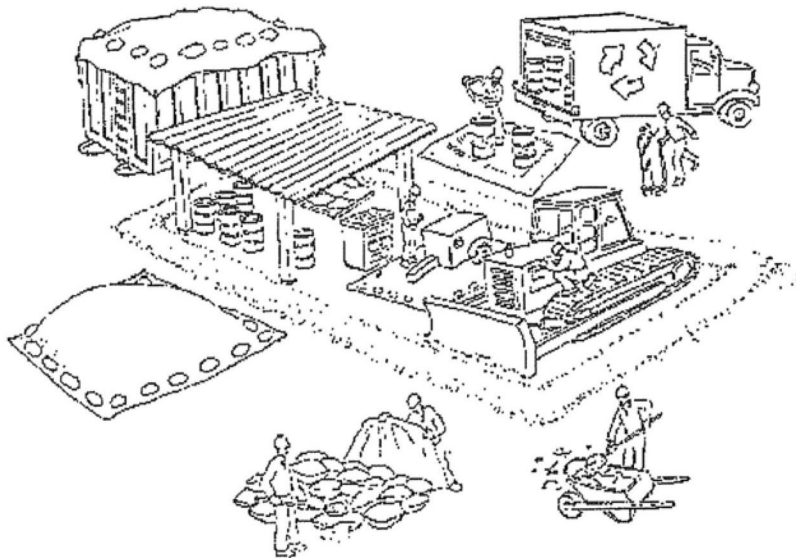
SHEET TITLE:

BUILDING NOTES

SHEET NUMBER:

A-0.2

Clean Bay Blue Print



Materials storage & spill cleanup

Non-hazardous materials management

- ✔ Sand, dirt, and similar materials must be stored at least 10 feet (3 meters) from catch basins. All construction material must be covered with a tarp and contained with a perimeter control during wet weather or when rain is forecasted or when not actively being used within 14 days.
- ✔ Use (but don't overuse) reclaimed water for dust control as needed.
- ✔ Sweep or vacuum streets and other paved areas daily. Do not wash down streets or work areas with water!
- ✔ Recycle all asphalt, concrete, and aggregate base material from demolition activities.

- ✔ Check dumpsters regularly for leaks and to make sure they are not overfilled. Repair or replace leaking dumpsters promptly.
- ✔ Cover all dumpsters with a tarp at the end of every work day or during wet weather.

Hazardous materials management

- ✔ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state, and federal regulations.
- ✔ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecasted.
- ✔ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecasted within 24 hours.
- ✔ Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- ✔ Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- ✔ When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- ✔ Dispose of all containment and cleanup materials properly.
- ✔ Report any hazardous materials spills immediately! Dial 911

Construction Entrances and Perimeter

- ✔ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ✔ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking.

Vehicle and equipment maintenance & cleaning

- ✔ Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- ✔ Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- ✔ If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or creeks.
- ✔ Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.



Earthwork & contaminated soils

- ✔ Keep excavated soil on the site where it will not collect in the street.
- ✔ Transfer to dump trucks should take place on the site, not in the street.
- ✔ Use fiber rolls, silt fences, or other control measures to minimize the flow of silt off the site.



- ✔ Earth moving activities are only allowed during dry weather by permit and as approved by the City Inspector in the Field.
- ✔ Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- ✔ If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place fiber rolls down-slope until soil is secure.

- ✔ If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call the Engineer for help in determining what should be done, and manage disposal of contaminated soil according to their instructions.

Dewatering operations

- ✔ Effectively manage all run-on, all runoff within the site, and all runoff that discharges from the site. Run-on from off site shall be directed away from all disturbed areas or shall collectively be in compliance.



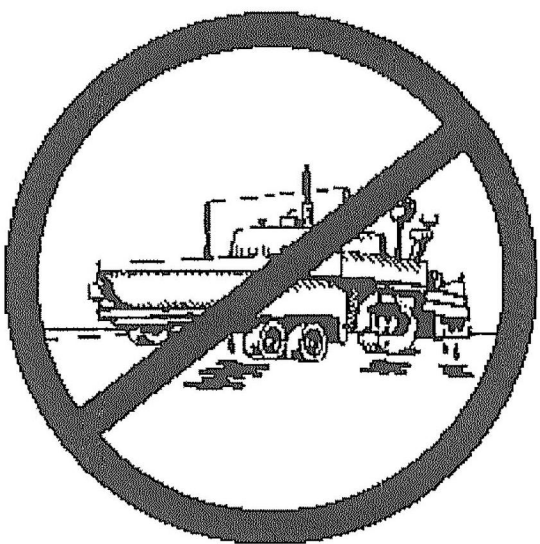
- ✔ Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.

- ✔ Be sure to notify and obtain approval from the Engineer before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ✔ In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the Engineer to determine what testing is required and how to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

Saw cutting

- ✔ Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or sand/gravel bags to keep slurry out of the storm drain system.
- ✔ Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ✔ If saw cut slurry enters a catch basin, clean it up immediately.

Paving/asphalt work



- ✔ Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- ✔ Protect gutters, ditches, and drainage courses with sand/gravel bags, or earthen berms.
- ✔ Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- ✔ Do not use water to wash down fresh asphalt concrete pavement.

Concrete, grout, and mortar storage & waste disposal

- ✔ Store concrete, grout, and mortar under cover, on pallets, and away from drainage areas. These materials must never reach a storm drain.

- ✔ Wash out concrete equipment/trucks off-site or into contained washout areas that will not allow discharge of wash water onto the underlying soil or onto the surrounding areas.



- ✔ Collect the wash water from washing exposed aggregate concrete and remove it for appropriate disposal off site.

Painting

- ✔ Never rinse paint brushes or materials in a gutter or street!
- ✔ Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink.



- ✔ Paint out excess oil-based paint before cleaning brushes in thinner.
- ✔ Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

Landscape Materials

- ✔ Contain, cover, and store on pallets all stockpiled landscape materials (mulch, compost, fertilizers, etc.) during wet weather or when rain is forecasted or when not actively being used within 14 days.
- ✔ Discontinue the application of any erodible landscape material within 2 days of forecasted rain and during wet weather.

For references and more detailed information:
www.cleanwaterprogram.org
www.cabmphandbooks.com

Storm drain polluters may be liable for fines of \$10,000 or more per day!



60 Roslyn Ct, Daly
City, CA 94015

AP NUMBER 006021120

DATE 06/15/2024

PLAN CHECK

BID DATE

FINAL PERMIT

REVISIONS

PLAN PREPARED BY

Enk Zany

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SHEET TITLE:

CLEAN BAY
BLUE PRINT

SHEET NUMBER:

A-0.3

BASIS OF BEARINGS:
THE BEARING N70°52'55"E ON ROSLYN COURT AS SHOWN ON WESTLAKE UNIT NO. 8B
FILED IN BOOK 44 OF MAPS AT PAGES 32 & 33 IN SAN MATEO COUNTY RECORDS
IS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

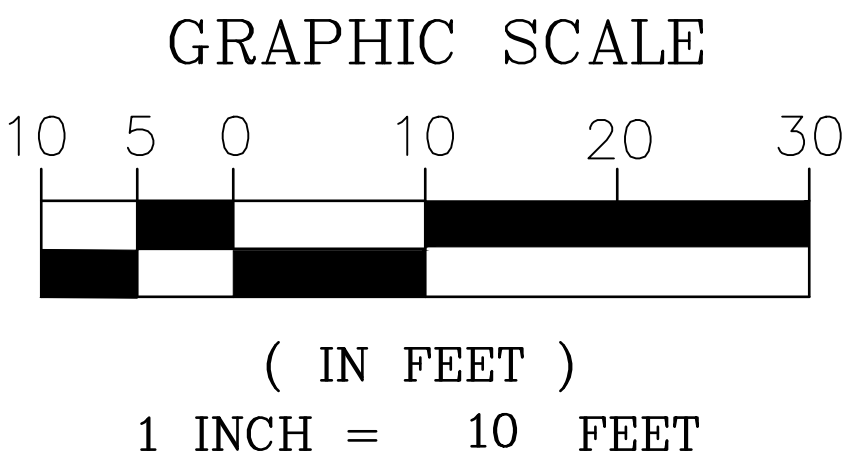
ENGINEER'S STATEMENT:
THIS MAP CORRECTLY REPRESENTS A TOPOGRAPHIC AND BOUNDARY
SURVEY MADE BY ME OR UNDER MY DIRECTION.
I HEREBY STATE THAT THE TOPOGRAPHIC AND BOUNDARY
SHOWN ON THIS MAP IS BASED UPON A SURVEY MADE BY ME.

CARLOS R. DOMINGUEZ
R.C.E. NO C 26949
LICENSE EXPIRES MARCH 31, 2025

DATE



NOTES:
ALL DISTANCE ARE MEASURED IN FEET AND DECIMAL.
UNDERGROUND UTILITY LOCATION IS BASED
ON SURFACE EVIDENCE.



- LEGEND**
- PROPERTY LINE
 - - - ADJOINER PROPERTY LINE
 - FENCE LINE
 - ▲ FOUND CITY MONUMENT
 - ⊕ BENCHMARK
 - ▽ 0.00' SPOT ELEVATION
 - ⊗ WATER VALVE
 - ⊙ WATER METER
 - JOINT POLE
 - ⓪^E ELEC. METER
 - ⓪^G GAS METER
 - ⓪^{CD} SEWER CLEANOUT
 - ☼ TREE

TOPOGRAPHIC AND BOUNDARY SURVEY

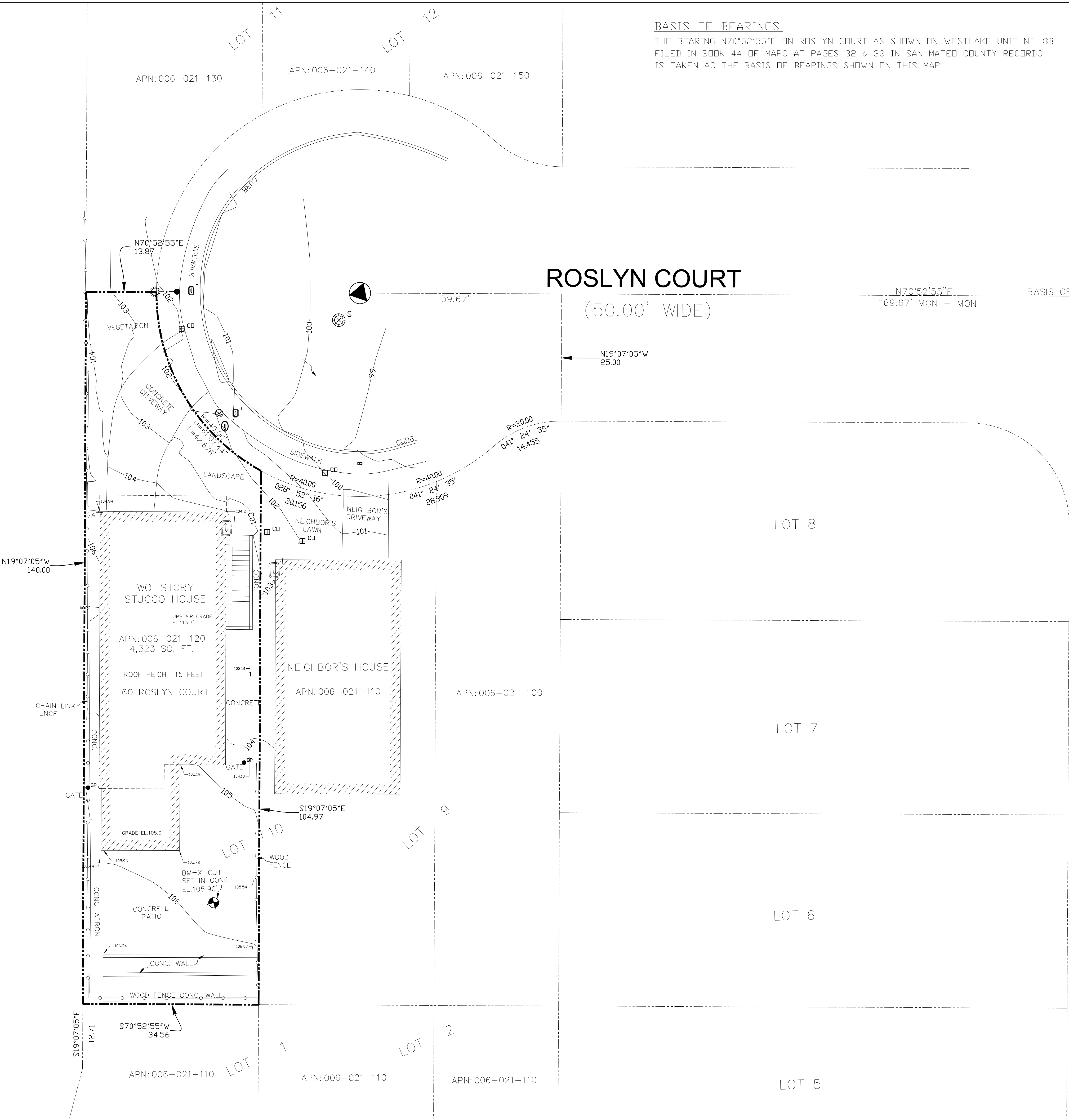
LOT 10, BLOCK 108
WESTLAKE UNIT NO. 8B
CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

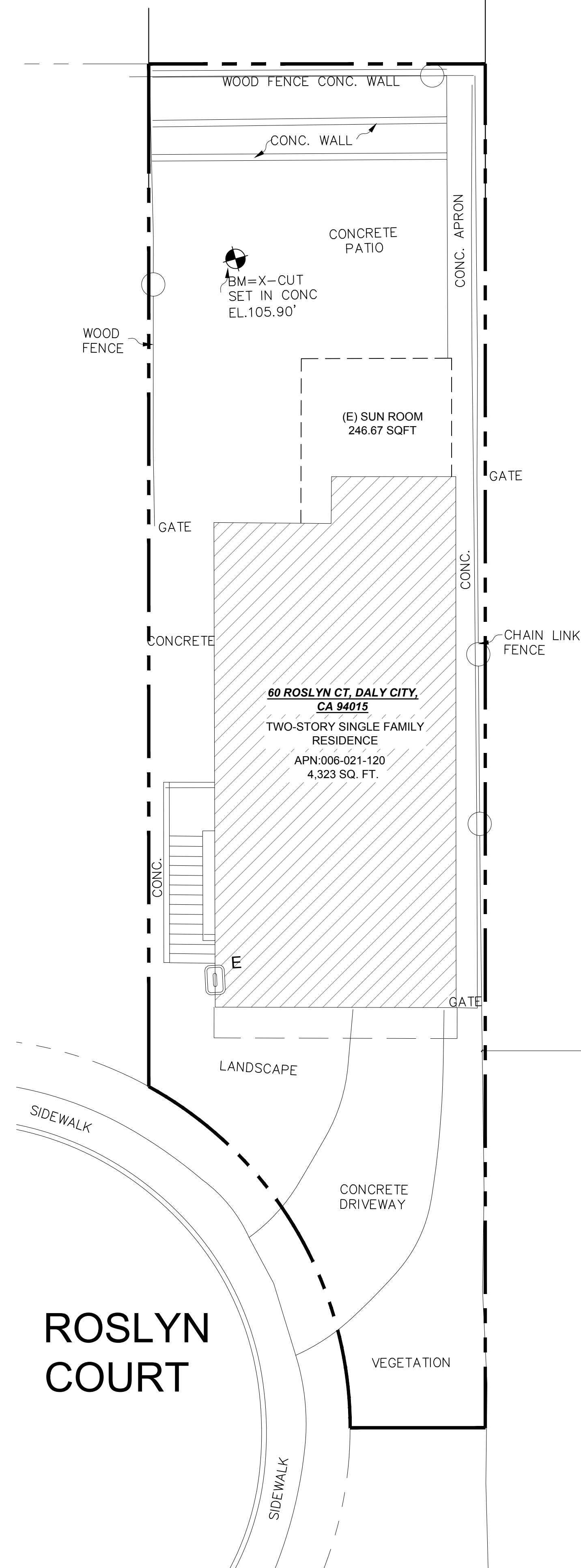
DOMINGUEZ ASSOCIATES LLC
4360 COOPER HOLLOW RD. DALLAS, OR 97338
(650) 359-0947 CARLOS@DOMINGUEZASSOCIATES.COM

STATE OF CALIFORNIA

SKYLINE DRIVE
(60.00' WIDE)

ROSLYN COURT
(50.00' WIDE)





CONSTRUCTION LEGEND

SYMBOL	DESCRIPTION
— — — — —	EAVE LINE
— OH —	POWER LINE OVER HEAD
(E)	EXISTING
(R)	REPLACE
(N)	NEW
EMP	ELECTRICAL MAIN PANEL
ESP	ELECTRICAL SUB PANEL
WM	WATER METER
GM	GAS METER
◀ —	SPLASH BLOCK(TYP)
~ ~ ~ ~ ~ ▶	DIRECTION OF DRAINAGE

SITE PLAN NOTES:

1. CONTRACTOR TO VERIFY AND REPLACE THE ADDRESS NUMERALS. IF NOT ALREADY EXISTING, INSTALL ADDRESS NUMBERS MEETING THE FOLLOWING STANDARDS:
 - 1) ADDRESS NUMBERS SHALL BE INTERNALLY OR EXTERNALLY LIT DURING NONDAYLIGHT HOURS. LIGHTING MUST BE ON ALL THE TIME (TYPICAL OF LOW VOLTAGE LIGHTING) OR IF LIT ON DURING NONDAYLIGHT HOURS, LIGHTING SHALL BE CONTROLLED BY A TIME CLOCK OR A PHOTO SENSOR. BATTERY OR PHOTO CELL POWERED UNITS CANNOT BE USED FOR REQUIRED ADDRESSING.
 - 2) ADDRESS NUMBERS SHALL BE AT LEAST FOUR INCHES HIGH AND INSTALLED ON A CONTRASTING BACKGROUND.
 - 3) ADDRESS NUMBERS SHALL READ FROM LEFT TO RIGHT. VERTICALLY POSITIONED NUMBERS CANNOT BE USED.
 - 4) ADDRESS NUMBERS SHALL BE PLACED IN SUCH A LOCATION THAT EMERGENCY CREWS CAN READ THE ADDRESS FROM THE STREET FRONTING THE DWELLING.
2. ALL REQUIRED NEW SERVICES FOR THE PROPOSED PROJECT SHALL BE UNDERGROUND FROM THE POINT OF CONNECTION AT THE UTILITY PURVEYOR'S NETWORK TO THE SERVICE POINT.

AP NUMBER	006021120
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DATE	06/15/2024
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PLAN CHECK

BID DATE

FINAL PERMIT

REVISIONS

10/23/2024

PLAN PREPARED BY

Erik Zany

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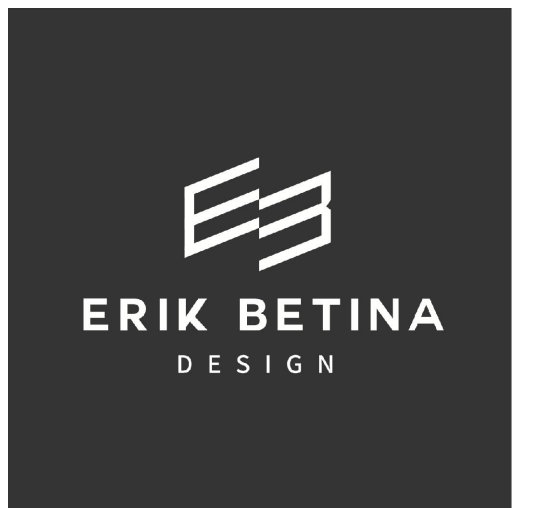
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TO FIELD CONDITIONS.

SHEET TITLE:

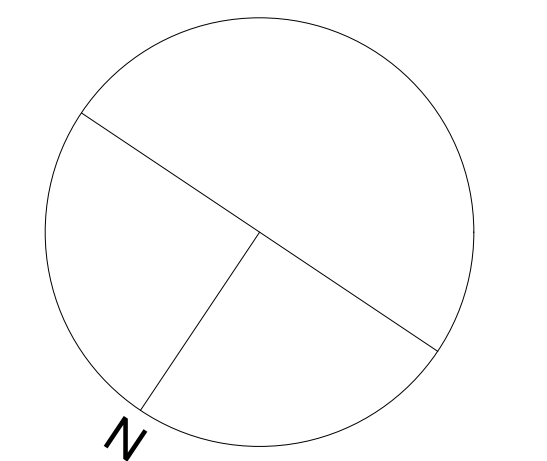
EXISTING SITE PLAN

SHEET NUMBER:

A-1.1



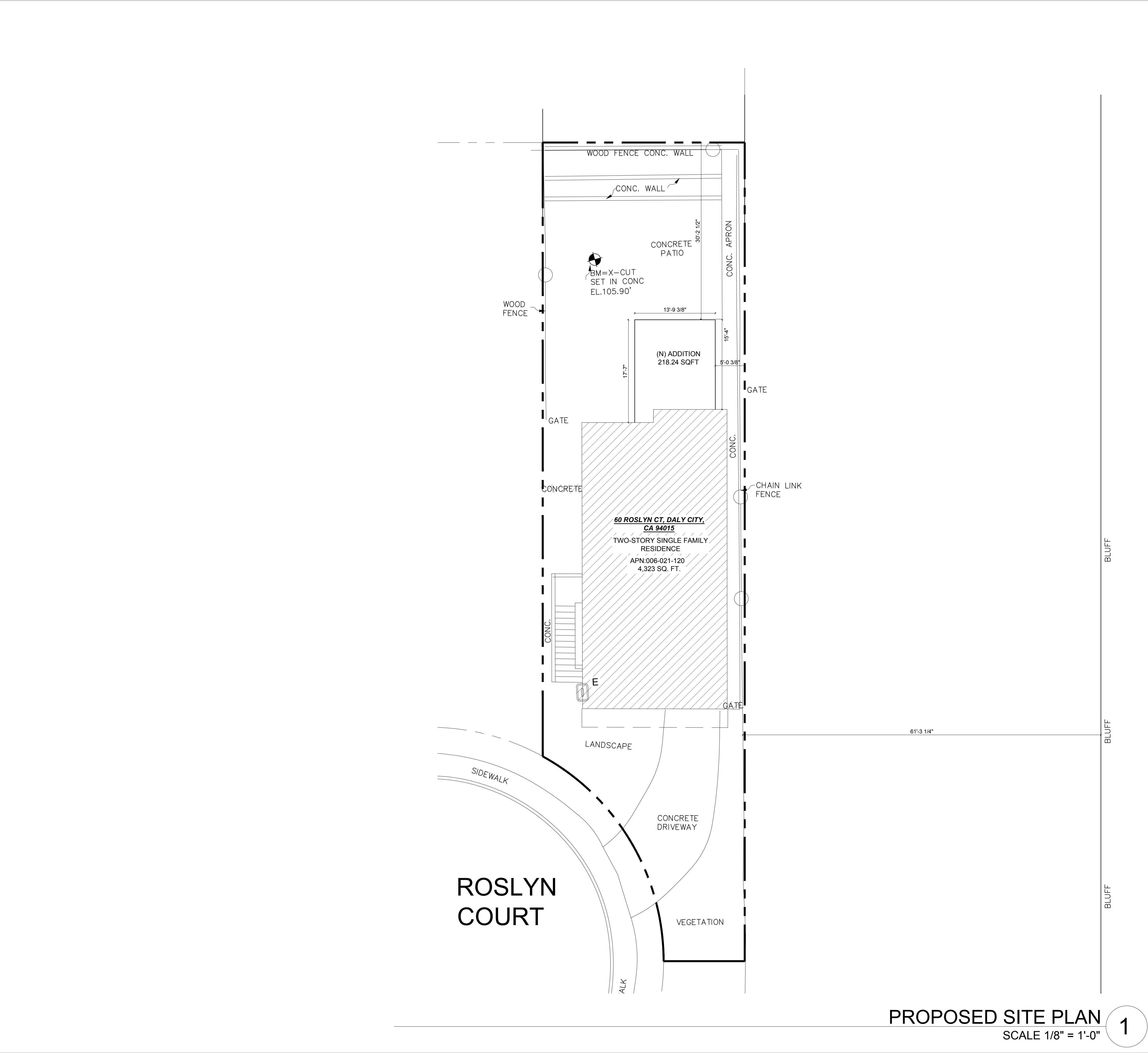
60 Roslyn Ct, Daly
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EXISTING SITE PLAN

SCALE 1/8" = 1'-0"

1

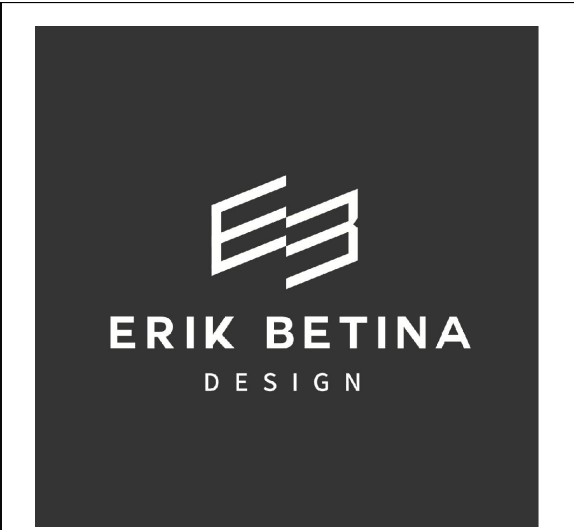


PROPOSED SITE PLAN
SCALE 1/8" = 1'-0"

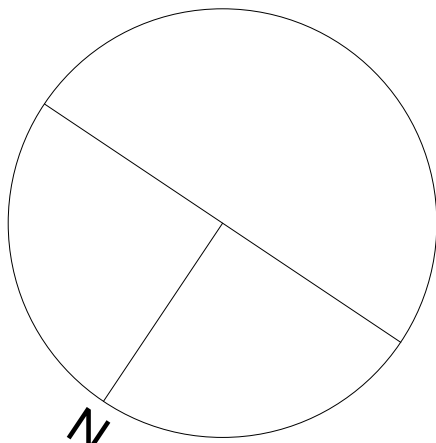
1

CONSTRUCTION LEGEND	
SYMBOL	DESCRIPTION
---	EAVE LINE
—OH—	POWER LINE OVER HEAD
(E)	EXISTING
(R)	REPLACE
(N)	NEW
EMP	ELECTRICAL MAIN PANEL
ESP	ELECTRICAL SUB PANEL
WM	WATER METER
GM	GAS METER
←	SPLASH BLOCK(TYP)
→	DIRECTION OF DRAINAGE

- SITE PLAN NOTES:
- CONTRACTOR TO VERIFY AND REPLACE THE ADDRESS NUMERALS. IF NOT ALREADY EXISTING, INSTALL ADDRESS NUMBERS MEETING THE FOLLOWING STANDARDS:
1) ADDRESS NUMBERS SHALL BE INTERNALLY OR EXTERNALLY LIT DURING NONDAYLIGHT HOURS. LIGHTING MUST BE ON ALL THE TIME (TYPICAL OF LOW VOLTAGE UNITS) OR IF LIT ONLY DURING NONDAYLIGHT HOURS. SWITCHING SHALL BE CONTROLLED BY A TIME CLOCK OR A PHOTO SENSOR. BATTERY OR PHOTO CELL POWERED UNITS CANNOT BE USED FOR REQUIRED ADDRESSING.
2) ADDRESS NUMBERS SHALL BE AT LEAST FOUR INCHES HIGH AND INSTALLED ON A CONTRASTING BACKGROUND.
3) ADDRESS NUMBERS SHALL READ FROM LEFT TO RIGHT. VERTICALLY POSITIONED NUMBERS CANNOT BE USED.
4) ADDRESS NUMBERS SHALL BE PLACED IN SUCH A LOCATION THAT EMERGENCY CREWS CAN READ THE ADDRESS FROM THE STREET FRONTING THE DWELLING.
 - ALL REQUIRED NEW SERVICES FOR THE PROPOSED PROJECT SHALL BE UNDER GROUNDED FROM THE POINT OF CONNECTION AT THE UTILITY PURVEYOR'S NETWORK TO THE SERVICE POINT.



60 Roslyn Ct, Daly
City, CA 94015



AP NUMBER 006021120

DATE 06/15/2024

PLAN CHECK

BID DATE

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REVISIONS

PLAN PREPARED BY

Erik Zang

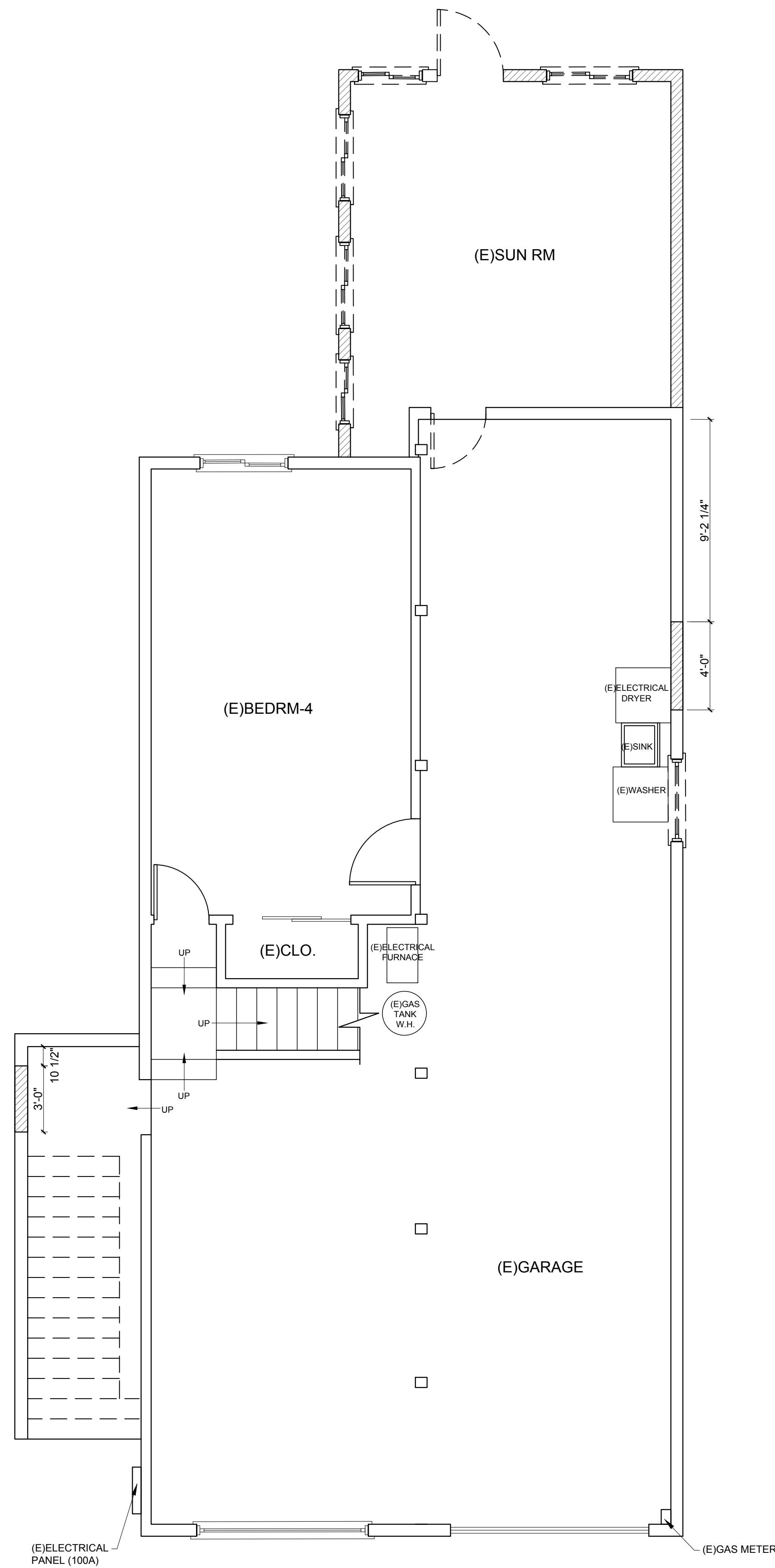
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SHEET TITLE:
PROPOSED SITE
PLAN

SHEET NUMBER:

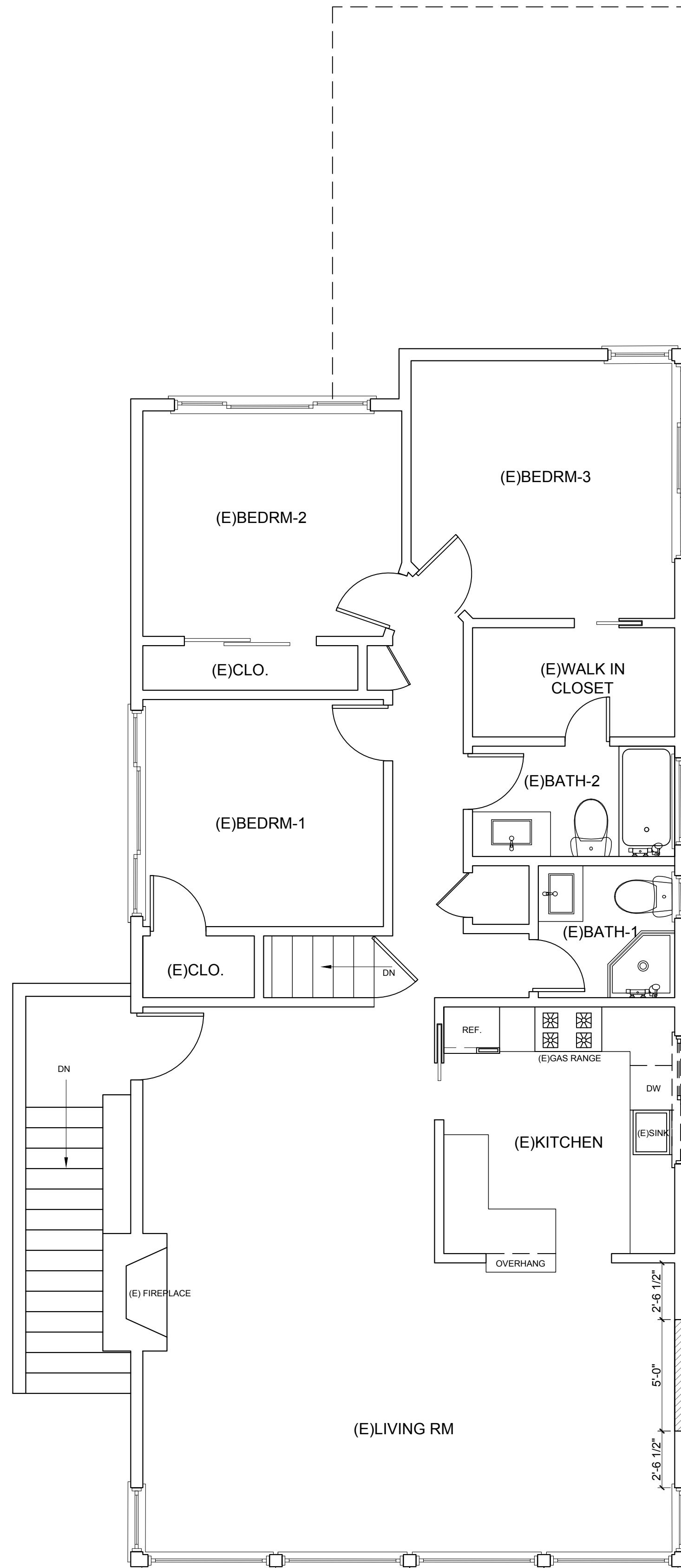
A-1.2



EXISTING/DEMO FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"

1



EXISTING/DEMO SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

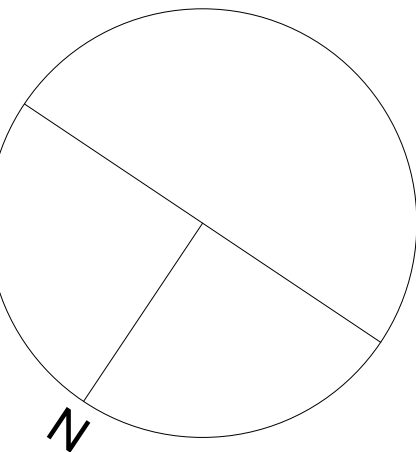
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CONSTRUCTION LEGEND

SYMBOL	DESCRIPTION
	EXISTING WALL
	WALL TO BE DEMOLISHED
	NEW 2X4 WALL
	1HR FIRE RATED 2X4 WALL
	WINDOW/DOOR TO BE DEMOLISHED
(E)	EXISTING
(R)	REPLACE
(N)	NEW
CH	CEILING HEIGHT
EMP	ELECTRICAL MAIN PANEL
ESP	ELECTRICAL SUB PANEL
WM	WATER METER
GM	GAS METER



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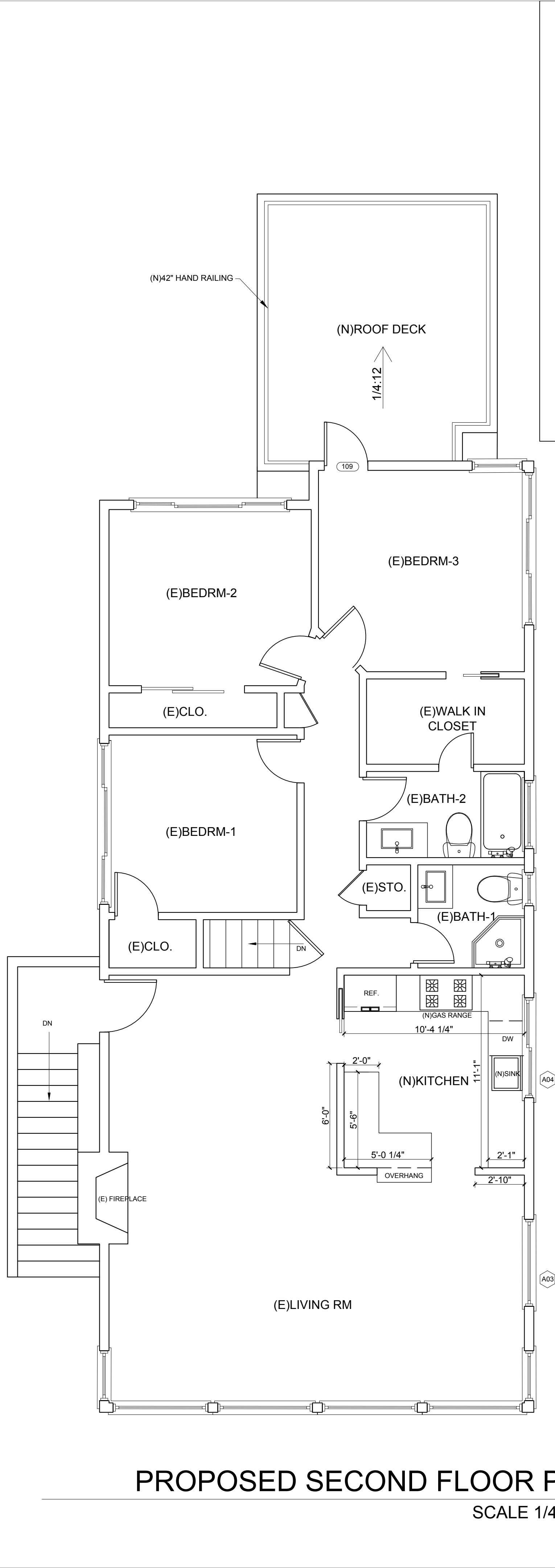
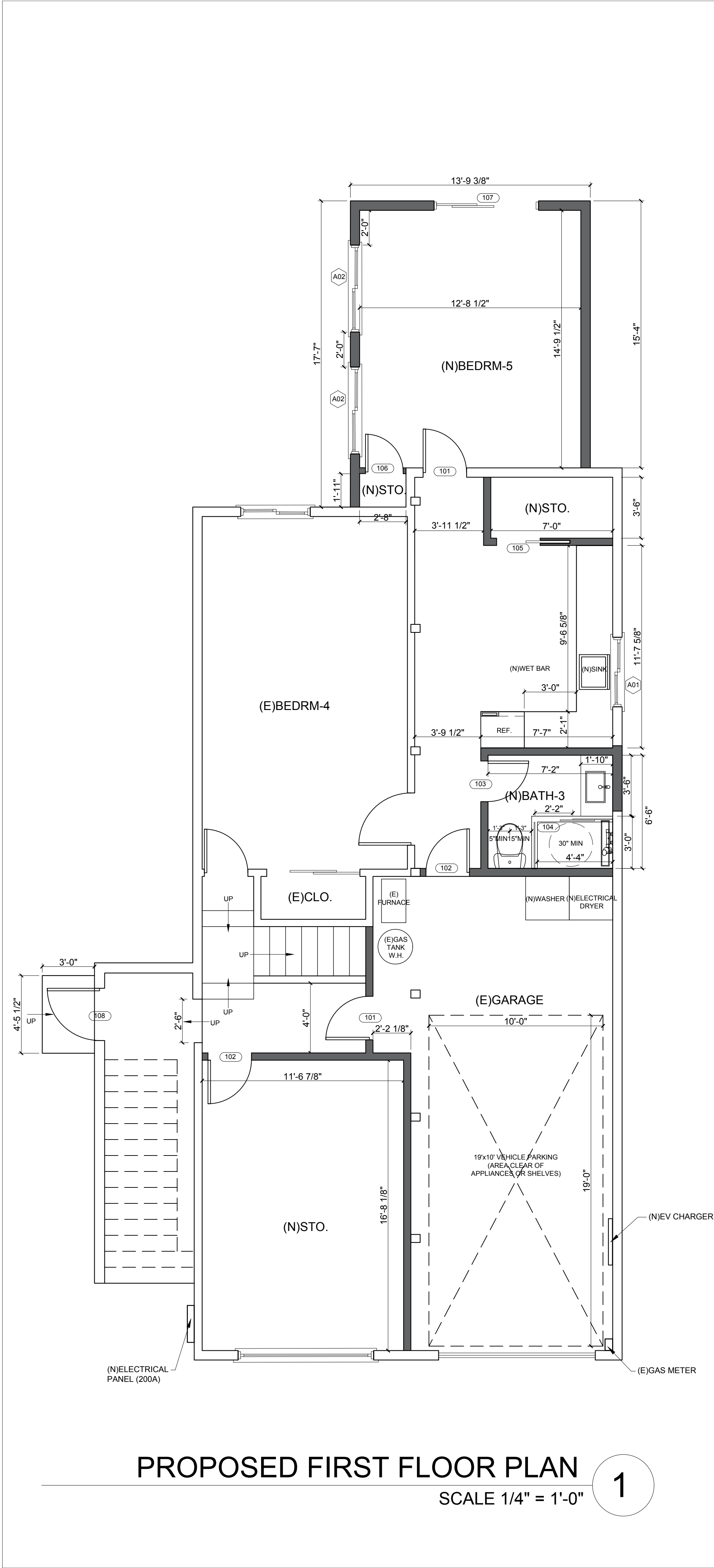
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SHEET TITLE:

EXISTING/DEMO
FLOOR PLAN

SHEET NUMBER:

A-2.1



KEY NOTES:

1. SHOWER WALLS & FLOOR TO BE FINISHED WITH A NONABSORBENT SURFACE UP TO A MINIMUM HEIGHT OF 6' ABOVE THE FLOOR. PROVIDE FRAMELESS, TEMPERED, 3/8" MIN. GLASS SHOWER WALL & MIN. 22" WIDE DOOR WITH CONTINUOUS SEAL. SHOWER AREA MUST BE MIN. 1024 SQ. INCH, CAPABLE OF ENCOMPASSING A 30" DIA. CIRCLE. CONTRACTOR TO PROVIDE ALL BLOCKING FOR TOWEL BARS, ETC. SHOWERS AND TUB-SHOWER COMBINATION SHALL BE PROVIDED WITH INDIVIDUAL PRESSURE BALANCE OR THERMOSTATIC MIXING VALVE CONTROLS. ALL NEW WATER CLOSETS SHALL BE MAX. 1.28 GALLONS/FLUSH. THERE MUST BE 15" CLEAR SPACE ON EACH SIDE OF THE W.C. CENTERLINE, AND 24" CLEAR IN FRONT.
2. ALL NEW EXHAUST DUCTS SHALL TERMINATE AT LEAST 3 FEET FROM ANY OPENINGS INTO THE BUILDING. ALL NEW EXHAUST DUCTS SHALL BE EQUIPPED WITH BACKDRAFT, OR EQUIVALENT, DAMPERS.
3. CALGREEN REQUIREMENTS FOR PLUMBING FIXTURES:
 - THE EFFECTIVE FLUSH VOLUME OF ALL WATER CLOSETS SHALL NOT EXCEED 1.28 GAL/FLUSH
 - THE EFFECTIVE FLUSH VOLUME OF URINALS SHALL NOT EXCEED 0.5 GAL/FLUSH
 - SINGLE SHOWERHEADS MUST NOT EXCEED 1.8 GPM @ 80 PSI.
 - IF A SHOWER HAS MULTIPLE HEADS, THE COMBINED FLOW RATE OF ALL SHOWER HEADS AND/OR OTHER SHOWER OUTLETS CONTROLLED BY A SINGLE SHOWER VALVE SHALL NOT EXCEED 1.8GPM @ 80 PSI.
 - LAVATORY FAUCET FLOW MUST NOT EXCEED 1.5 GPM @ 60 PSI.
 - KITCHEN & UTILITY FAUCETS FLOW MUST NOT EXCEED 1.8 GMP @ 60 PSI.

CONSTRUCTION LEGEND

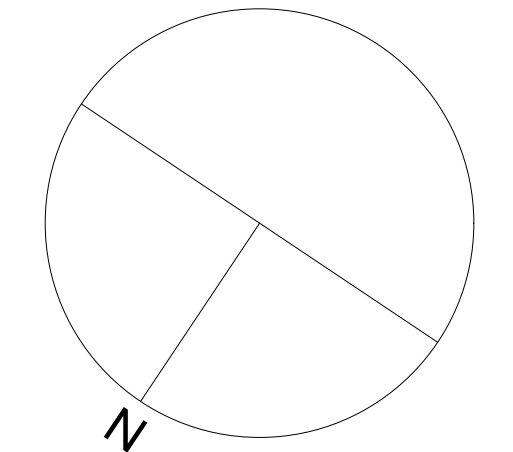
SYMBOL	DESCRIPTION
	EXISTING WALL
	WALL TO BE DEMOLISHED
	NEW 2X4 WALL
	1HR FIRE RATED 2X4 WALL
	WINDOW/DOOR TO BE DEMOLISHED
(E)	EXISTING
(R)	REPLACE
(N)	NEW
CH	CEILING HEIGHT
EMP	ELECTRICAL MAIN PANEL
ESP	ELECTRICAL SUB PANEL
WM	WATER METER
GM	GAS METER

WINDOW/DOOR SCHEDULE

#	FRONT VIEW	WIDTH x HEIGHT	WH & F.F. (HEADER HEIGHT)	QTY	REMARKS	TEMPERED	NOTES
A01		48" x 36"	80"	1	WHITE VINYL SLIDING WINDOW		
A02		60" x 48"	80"	2	WHITE VINYL SLIDING WINDOW		EGRESS WINDOW
A03		60" x 58"		1	WHITE VINYL FIXED WINDOW		
A04		69" x 46"	91 1/2"	1	WHITE VINYL SINGLE-HUNG WINDOW		
101		30" x 80"		2	INT. SWING DOOR LEFT HINGE		
102		30" x 80"		2	INT. SWING DOOR RIGHT HINGE		
103		28" x 80"		1	INT. SWING DOOR LEFT HINGE		
104		30" x 72"		1	SLIDING SHOWER DOOR	YES	SHOWER ENCLOSURE SHALL HAVE SAFETY GLAZING.
105		30" x 80"		1	INT. POCKET DOOR		
106		26" x 80"		1	INT. CLOSET SWING DOOR RIGHT HINGE		
107		72" x 80"		1	EXTERIOR SLIDING DOOR	YES	EXTERIOR SLIDING DOOR ENCLOSURE SHALL HAVE SAFETY GLAZING.
108		36" x 80"		1	EXTERIOR SWING DOOR LEFT HINGE		
109		30" x 80"		1	EXTERIOR SWING DOOR RIGHT HINGE		



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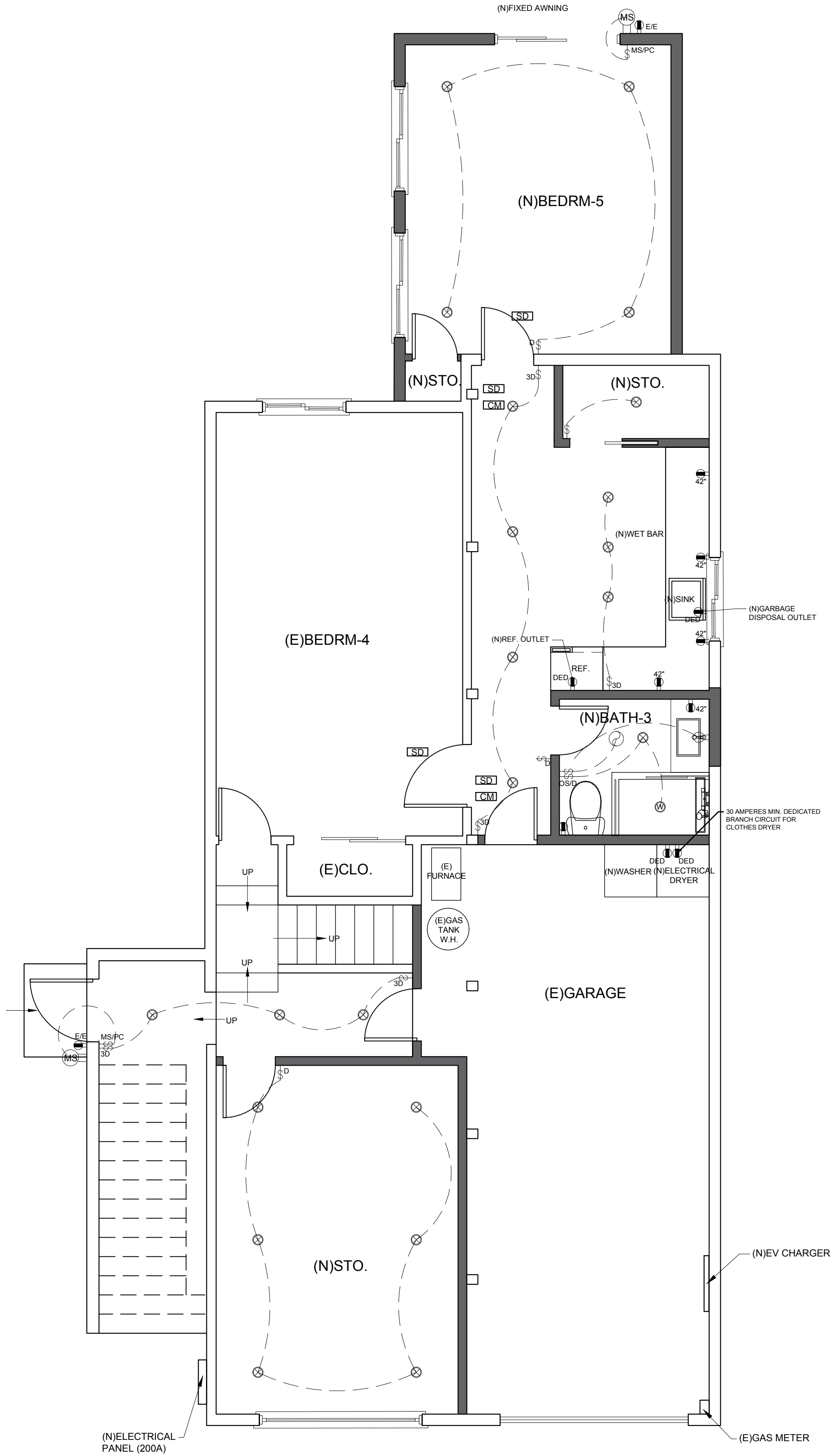
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SHEET TITLE:

PROPOSED FLOOR PLAN

SHEET NUMBER:

A-2.2



PROPOSED FIRST LEVEL ELECTRICAL PLAN & RCP
SCALE 1/4" = 1'-0"

1

CONSTRUCTION LEGEND

SYMBOL	DESCRIPTION
	HIGH EFFICACY RECESSED LIGHT 06"
	HIGH EFFICACY RECESSED LIGHT WATER PROOF
	PENDANT LIGHT
	CEILING MOUNT LIGHT
	ENERGY EFFICIENT WALL MOUNTED LIGHT
	ENERGY EFFICIENT WALL MOUNTED LIGHT/MOTION SENSOR
	TRACK LIGHTING SYSTEM
	EXHAUST FAN
	SMOKE DETECTOR, HARD WIRED AND INTERCONNECTED
	COMBINATION CARBON MONOXIDE DETECTOR
	ELECTRICAL MAIN-PANEL
	ELECTRICAL SUB-PANEL
	TV
	DATA JACK
	SINGLE SWITCH
	DIMMER SWITCH
	SWITCH W/ OCCUPANCY SENSOR DIMMER
	SWITCH W/ MOTION SENSOR OR PHONECELL ONTROLS
	THREE WAY SWITCH
	FOUR WAY SWITCH
	DUPLEX OUTLET
	DUPLEX OUTLET 42" AFF
	GFCI (GROUND FAULT CIRCUIT INTERRUPTER) DUPLEX OUTLET
	GFCI (GROUND FAULT CIRCUIT INTERRUPTER) DUPLEX OUTLET 42" AFF
	DEDICATED LINE GFCI
	GFCI (GROUND FAULT CIRCUIT INTERRUPTER) DUPLEX WATERPROOF EXTERIOR OUTLET
	GFCI (GROUND FAULT CIRCUIT INTERRUPTER) QUAD OUTLET
	GFCI (GROUND FAULT CIRCUIT INTERRUPTER) COUNTERTOP POP-UP OUTLET
	AFCI (ARC FAULT CIRCUIT INTERRUPTER) DUPLEX OUTLET
	AFCI (ARC FAULT CIRCUIT INTERRUPTER) DUPLEX OUTLET 42" AFF
	AFCI (ARC FAULT CIRCUIT INTERRUPTER) QUAD OUTLET
	OUTLET 200V
	OUTLET 240V
	GAS LINE
	THERMO CONTROL
	DOOR BELL
	DOOR BELL CHIME

NOTES:

- CONTRACTOR SHALL VERIFY LOCATION OF ALL LIGHTS AND OUTLETS W/ OWNER ON SITE.
- ALL NEW INSTALLED LIGHTING MUST BE HIGH EFFICACY.
- CARBON MONOXIDE & SMOKE DETECTOR WILL BE INTERCONNECTED.
- PROVIDE MINIMUM TWO 20 AMP SMALL APPLANCE CIRCUITS FOR THE KITCHEN COUNTERTOPS. SUCH CIRCUIT SHALL HAVE NO OTHER OUTLETS. LOADS SHALL BE BALANCED.
- SMOKE ALARMS SHALL BE INSTALLED OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF BEDROOMS. CARBON MONOXIDE ALARMS IN DWELLING UNITS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED INSTRUCTIONS OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- EXHAUST FAN IN THE BATHROOM. THE MINIMUM LOCAL EXHAUST RATES SHALL BE 80 CUBIC FEET PER MINUTE FOR INTERMITTENT VENTILATION OR 20 CUBIC FEET PER MINUTE FOR CONTINUOUS VENTILATION. EXHAUST AIR FROM THE SPACE SHALL BE EXHAUSTED DIRECTLY TO THE OUTDOORS.

ELECTRIC NOTES:

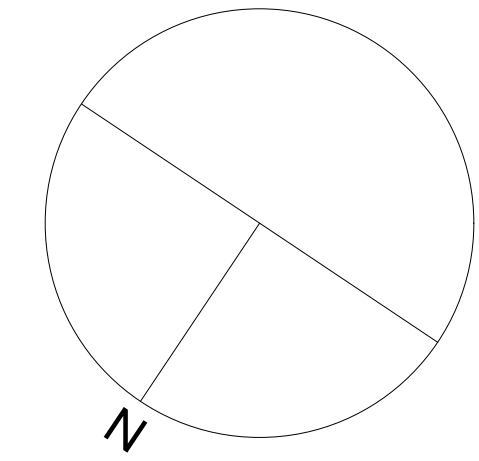
- THE 20-AMP BATHROOM CIRCUIT SHALL ONLY SERVE RECEPTACLES WITHIN THE BATHROOM. THE CIRCUIT MAY SERVE THE RECEPTACLES AND LIGHTS IN STAND-ALONE BATHROOMS. THE CIRCUIT MAY SERVE MULTIPLE BATHROOMS FOR RECEPTACLES ONLY.
- A GFCI PROTECTED RECEPTACLE SHALL BE LOCATED WITHIN 36" FROM THE EDGE OF THE SINK.
- ALL NEW BATHROOM LIGHTING SHALL BE HIGH-EFFICACY AND AT LEAST ONE NEW LUMINAIRE IN EACH NEW/REMODELED BATHROOM SHALL BE CONTROLLED BY A VACANCY SENSOR OR MANUAL-ON OCCUPANCY SENSOR. REGARDING ALL OTHER ROOMS (I.E. BEDROOMS, HALLWAYS, FOYER, DINING ROOMS, ETC.) ALL LIGHTS IN THESE ROOMS ARE HIGH EFFICACY LUMINARIES.
- LIGHT FIXTURES LOCATED IN WET LOCATION SHALL BE LISTED FOR WET LOCATION AND REQUIRE WATER RESISTANT TRIMS.
- ELECTRICAL PANELS SHALL NOT BE INSTALLED IN BATHROOMS.
- BATHROOM FANS SHALL BE ENERGY STAR COMPLIANT AND BE DUCTED TO TERMINATE OUTSIDE THE BUILDING. UNLESS FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, FANS MUST BE CONTROLLED BY HUMIDITY CONTROL. HUMIDITY CONTROLS SHALL BE CAPABLE OF ADJUSTMENT BETWEEN A RELATIVE HUMIDITY RANGE OF < 50% TO A MAXIMUM OF 80%. A HUMIDITY CONTROL MAU UTILIZE MANUAL OR AUTOMATIC MEANS OF ADJUSTMENT. A HUMIDITY CONTROL MAY BE A SEPARATE COMPONENT TO THE EXHAUST FAN AND IS NOT REQUIRED TO BE INTEGRAL. (I.E. BUILT IN).
- CARBON MONOXIDE ALARMS SHALL BE OPERATIONAL AND LOCATED OUTSIDE OF EACH SEPARATE DWELLING UNIT SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOM(S) AND ON EVERY LEVEL OF A DWELLING UNIT INCLUDING BASEMENTS.
- ALL 120-VOLT, SINGLE PHASE, 15- AND 20-AMPERE BRANCH CIRCUITS SUPPLYING OUTLETS INSTALLED IN KITCHEN, BEDROOMS, LAUNDRY AREAS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, OR SIMILAR ROOMS OR AREAS SHALL BE PROTECTED BY A LISTED ARE-FAULT CIRCUIT INTERRUPTER, COMBINATION-TYPE, INSTALLED TO PROVIDE PROTECTION OF THE BRANCH CIRCUIT. (2022NEC 210.128) ALL AFCIS ARE REQUIRED TO BE THE "COMBINATION" TYPE, RATHER THAN A "BRANCHFEEDER" PROTECTION CAN BE IN THE FORM OF A CIRCUIT BREAKER OR AN OUTLET. HOWEVER, THE WIRING FROM THE CIRCUIT BREAKER TO THE AFCI OUTLET MUST BE METAL CLAD. THE OUTLET DOWNSTREAM MAY BE WIRED USING NON-METALLIC SHEATHED CABLE.
- TERMINATION OF ALL DRYER AIR DUCTS SHALL BE A MINIMUM OF 3 FEET FROM PROPERTY LINES AND 3 FT FROM ANY OPENINGS INTO THE BUILDING (I.E. DRYERS, BATH AND UTILITY FANS, ETC. MUST BE 3 FEET AWAY FROM DOORS, WINDOWS, OPENING SKYLIGHTS OR ATTIC VENTS). CMC 504.5
- ALL RECEPTACLES SHALL BE TAMPER-RESISTANT CEC 406.11, CEC 210.52, CEC 210.8
- EXTERIOR LIGHTING MUST BE HIGH EFFICACY, MANUAL CONTROL, AND HAVE PHOTOCELL MOTION SENSOR, PHOTOCELL WITH AUTOMATIC TIMER, ASTRONOMICAL TIME SWITCH, OR EMCS.
- ALL NEW LIGHTING IN HABITABLE SPACES SHALL HAVE READILY ACCESSIBLE WALL-MOUNTED DIMMING CONTROLS OR SHOW THAT THE LIGHTING MEETS ONE OF THE EXCEPTIONS TO CEC SECTION 150.0(K)2F.
- THE BATHROOM HAS AT LEAST ONE LIGHT ON A VACANCY SENSOR.
- ALL NEW SMOKE DETECTORS AND CARBON MONOXIDE WILL BE INTERCONNECTED.
- ALL NECESSARY NEW OUTLETS WILL BE AFCI PROTECTED PER CODE.
- ALL LIGHTING WILL BE HIGH EFFICACY.
- HARDWIRED SMOKE DETECTION IS REQUIRED IN EACH BEDROOM, COMBINATION SMOKE AND CARBON MONOXIDE DETECTION IS REQUIRED OUTSIDE EACH BEDROOM AND ON EACH FLOOR.
- ALL NEW AND REPLACED DUPLEX RECEPTACLES SHALL BE LISTED "TAMPER-RESISTANT RECEPTACLES".
- A 120V RECEPTACLE SHALL BE PLACED WITHIN 3' OF A WATER HEATER AND WITHIN 25' OF AN A/C CONDENSER (IF THE HOME HAS A/C SHOW THE CONDENSER).
- RECEPTACLES SHALL NOT BE INSTALLED WITHIN A ZONE MEASURED 900 MM (3 FT) HORIZONTALLY AND 2.5 M (8 FT) VERTICALLY FROM THE TOP OF THE BATHTUB RIM OR SHOWER STALL THRESHOLD. THE IDENTIFIED ZONE IS ALL-ENCOMPASSING AND SHALL INCLUDE THE SPACE DIRECTLY OVER THE TUB OR SHOWER STALL.
EXCEPTION NO. 1: IN BATHROOMS WITH LESS THAN THE REQUIRED ZONE THE RECEPTACLE(S) SHALL BE PERMITTED TO BE INSTALLED OPPOSITE THE BATHTUB RIM OR SHOWER STALL THRESHOLD ON THE FARTHEST WALL WITHIN THE ROOM.
EXCEPTION NO. 2: IN A DWELLING UNIT, A SINGLE RECEPTACLE SHALL BE PERMITTED FOR AN ELECTRONIC TOILET OR PERSONAL HYGIENE DEVICE SUCH AS AN ELECTRONIC BIDET SEAT. THE RECEPTACLE SHALL BE READILY ACCESSIBLE AND LOCATED ON ONE OF THE FOLLOWING:
(1) THE WALL BEHIND THE TOILET BUT NOT BEHIND THE TANK
(2) THE OPPOSITE SIDE OF THE TOILET FROM THE BATHTUB OR SHOWER
- FIRE PROTECTION IS REQUIRED FOR RECEPTACLES IN THE COMMON WALLS BETWEEN THE GARAGE AND THE RESIDENCE. THIS CAN BE PROVIDED WITH FIRE RATED RECEPTACLE BOXES, OR BY STEEL ELECTRICAL BOXES THAT DO NOT EXCEED 16 SQUARE INCHES IN AREA THAT ARE PERMITTED IN 2-HOUR MAXIMUM FIRE-RESISTANCE-RATED WALLS PROVIDED THE AGGREGATE AREA OF OPENINGS THROUGH THE MEMBRANE DOES NOT EXCEED 100 SQUARE INCHES IN ANY 100 SQUARE FEET OF WALL AREA. SUCH BOXES ON OPPOSITE SIDES OF THE WALL SHALL BE SEPARATED BY ONE OF FIVE THE CONDITIONS LISTED IN EXCEPTION #1.
- OUTDOOR LIGHTING SHALL BE DESIGNED TO BE AN INTEGRAL PART OF THE BUILT ENVIRONMENT, REFLECTING A BALANCE FOR THE LIGHTING NEEDS WITH THE CONTEXTUAL AMBIENT LIGHT LEVEL AND SURROUNDING NIGHTTIME CHARACTERISTICS OF THE COMMUNITY.
1 MAXIMUM HEIGHT A WITHIN ONE HUNDRED FEET OF A RESIDENTIAL DISTRICT: SIXTEEN FEET.
2 DESIGN OF FIXTURES. FIXTURES SHALL BE APPROPRIATE TO THE STYLE AND SCALE OF THE ARCHITECTURE. FIXTURES ON BUILDINGS SHALL BE ATTACHED ONLY TO WALLS OR EAVES, AND THE TOP OF THE FIXTURE SHALL NOT EXCEED THE HEIGHT OF THE PARAPET OR ROOF OR EAVE OF ROOF.
3 TIMING CONTROLS. ALL OUTDOOR LIGHTING IN NON-RESIDENTIAL DEVELOPMENT SHALL BE ON A TIME CLOCK OR PHOTO-SENSOR SYSTEM AND TURNED OFF DURING DAYLIGHT HOURS AND DURING HOURS WHEN THE BUILDING OR, IN THE CASE OF SHOPPING CENTERS, ALL BUILDINGS, ARE NOT IN USE AND THE LIGHTING IS NOT REQUIRED FOR SECURITY.
4. TRESPASS. ALL LIGHTS SHALL BE DIRECTED, ORIENTED, AND SHIELDED TO PREVENT LIGHT TRESPASS OR GLARE ONTO ADJACENT PROPERTIES. THE LIGHT LEVEL AT PROPERTY LINES SHALL NOT EXCEED 0.3 FOOT-CANDLES.
- KITCHEN COUNTERTOPS AT EACH COUNTER SPACE LARGER THAN 12" AND SPACED NO MORE THAN TWO FEET ON CENTER. KITCHEN RECEPTACLE SHALL BE SUPPLIED BY AT LEAST TWO 20 AMP CIRCUITS.
- PROVIDE AN 8" DRIVEN GROUNDING ROD, 10' OF BURIED METAL PIPE OR UFER GROUND, BOND GROUNDING CONDUCTOR TO METAL PIPES (WATER AND GAS SERVICE) WITH APPROVED CLAMPS.
- LIGHT FIXTURES INSTALLED OVER SHOWERS ARE DAMP PROOF TYPE FIXTURES.
- THERMOSTATIC MIXING VALVE AT SHOWER TO LIMIT WATER TEMPERATURE TO 120 DEGREES F.
- WATER HEATERS SHALL BE ANCHORED OR STRAPPED TO RESIST HORIZONTAL DISPLACEMENT DUE TO EARTHQUAKE MOTION. STRAPPING SHALL BE AT POINTS WITHIN THE UPPER ONE-THIRD (1/3) AND LOWER ONE-THIRD (1/3) OF ITS VERTICAL DIMENSIONS. AT THE LOWER POINT, A MINIMUM DISTANCE OF FOUR(4) INCHES (102 MM) SHALL BE MAINTAINED ABOVE THE CONTROLS WITH THE STRAPPING. (CPC 501.2)
PROVIDE A WATER TIGHT PAN UNDER THE WATER HEATER WITH A 3/4" PIPE DRAIN TO THE EXTERIOR OF THE RESIDENCE.
- 4" EXHAUST DUCT FOR DRYER GOES UP AND THROUGH ROOF TO EXTERIOR WITH VERTICAL DUCT LENGTH 12' MAXIMUM.
- EXHAUST FAN NEED TO MEET THE REQUIREMENTS FOR INDOOR AIR QUALITY AND MECHANICAL VENTILATION:
1) BATHROOMS: PROVIDE AN EXHAUST FAN DUCTED TO THE OUTSIDE (MIN. 4" DIA. FLEX DUCT WITH A MAX LENGTH OF 10'1" WITH A MIN VENTILATION RATE OF 50 CFM. EXHAUST FANS MUST BE CONTROLLED BY A HUMIDITY CONTROL PER CALGREEN SECTION 4.506.1.
2) KITCHEN: PROVIDE AN EXHAUST FAN DUCTED TO THE OUTSIDE (MIN. 5" DIA. FLEX DUCT WITH A MAX LENGTH OF 35'1" WITH A MIN VENTILATION RATE OF 100CFM.
3) WHOLE-BUILDING VENTILATION: CONTINUOUS FAN WITH A MIN VENTILATION RATE OF 0.03X524+7.5X61+11=30.12 CFM.

TABLE 150.0-A CLASSIFICATION OF HIGH EFFICACY LIGHT SOURCES

HIGH EFFICACY LIGHT SOURCES		
Light sources shall comply with one of the columns below:		
Light sources in this column, other than those installed in ceiling recessed downlight luminaires, are classified as high efficacy and are NOT required to comply with reference Joint Appendix JA8.	Light sources in this column are only considered to be high efficacy if they are certified to the Commission as High Efficacy Light Sources in accordance with Reference Joint Appendix JA8 and marked as required by JA8.	Light sources in this column are only considered to be high efficacy if they are certified to the Commission as High Efficacy Light Sources in accordance with Reference Joint Appendix JA8 and marked as required by JA8.
(1) LED light sources installed outdoors. (2) Inseparable solid state lighting (SSL) luminaires containing colored light sources that are installed to provide decorative lighting. (3) Pin-based linear fluorescent or compact fluorescent light sources using electronic ballasts. (4) High intensity discharge (HID) light sources including pulse start metal halide and high pressure sodium light sources. (5) Luminaires with hardwired high frequency generator and induction lamp. (6) Ceiling fan light kits subject to federal appliance regulations.	(7) All light sources installed in ceiling recessed downlight luminaires. Note that ceiling recessed downlight luminaires shall not have screw bases regardless of lamp type as described in section 150.0(A)(1C). (8) Any light source not otherwise listed in this table.	



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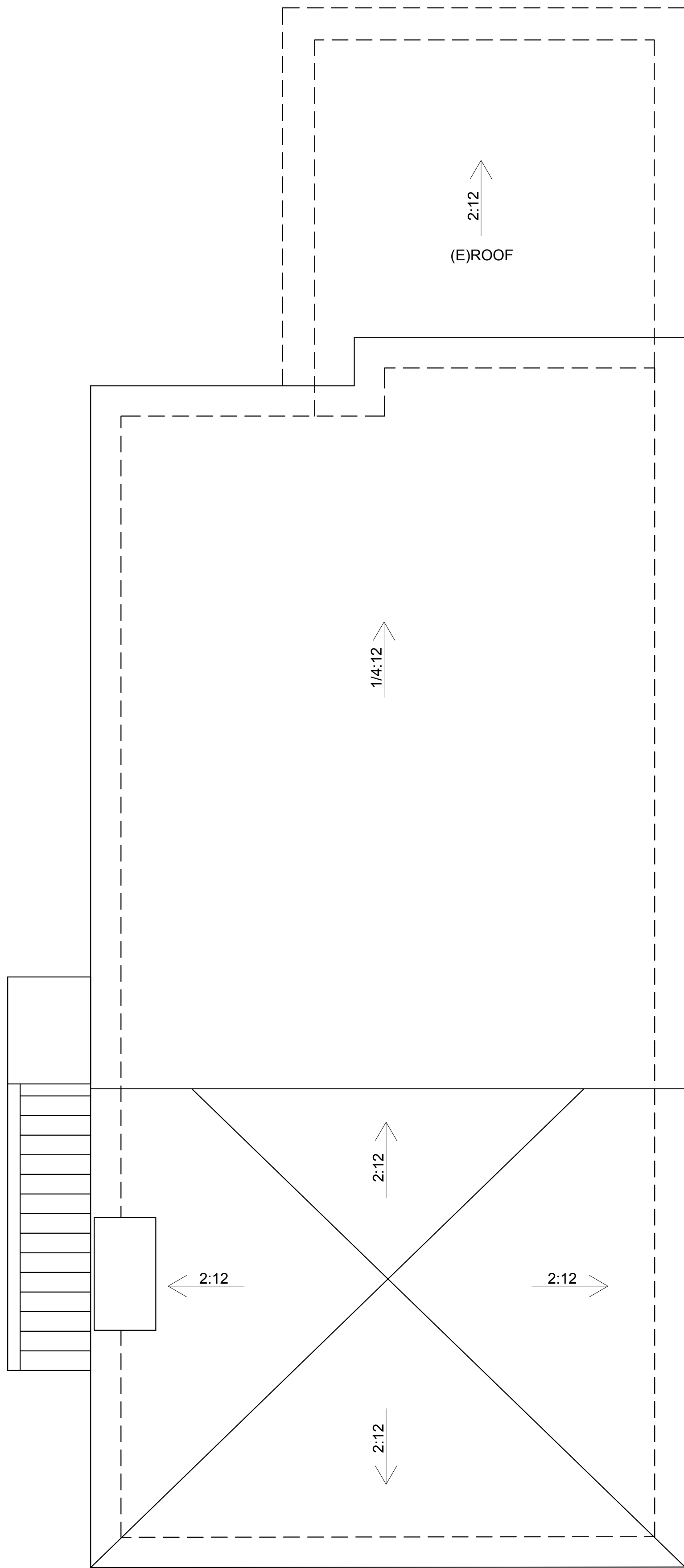
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SHEET TITLE:

PROPOSED ELECTRICAL PLAN & RCP

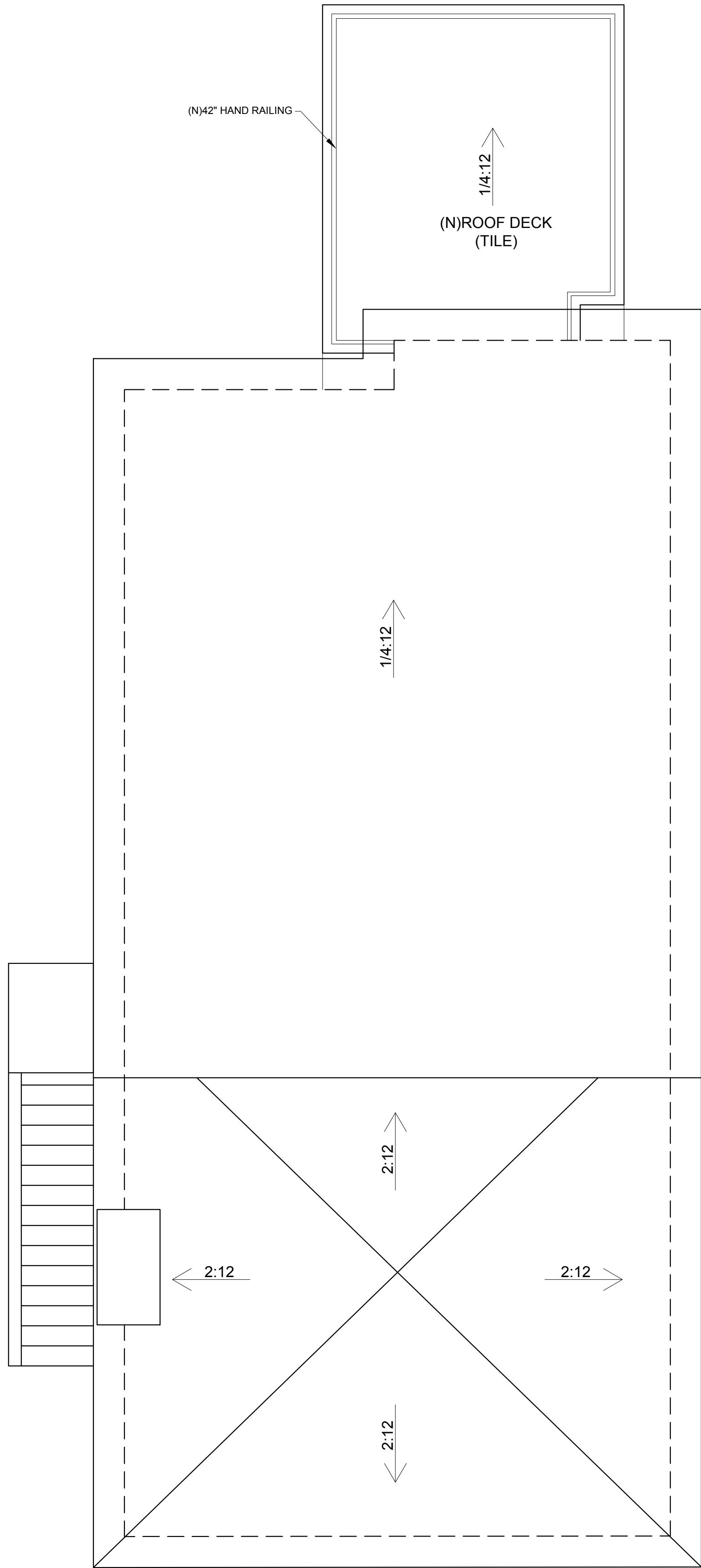
SHEET NUMBER:

A-3.1



EXISTING ROOF PLAN
SCALE 1/4" = 1'-0"

1

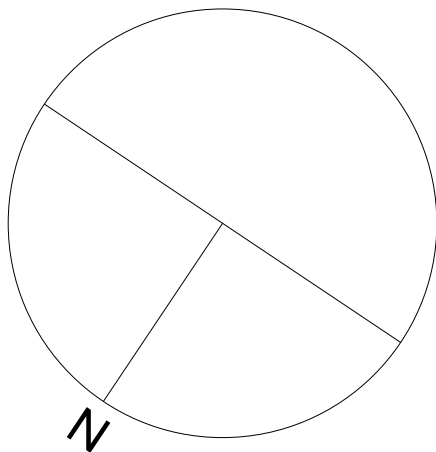


PROPOSED ROOF PLAN
SCALE 1/4" = 1'-0"

2



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City, CA 94015



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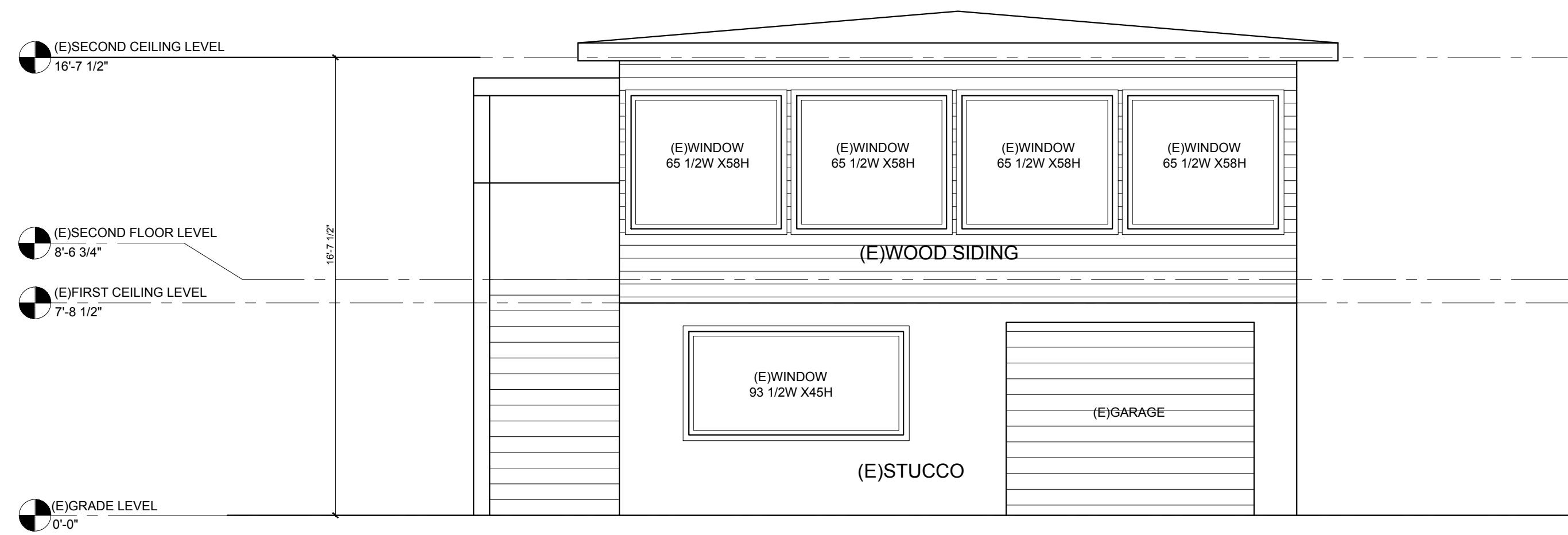
DIMENSIONS SHOWN ARE
MINIMUM AND ARE INTENDED TO
BE APPROXIMATE TO ALLOW FOR
REASONABLE TOLERANCES DUE
TO FIELD CONDITIONS.

SHEET TITLE:

EXISTING
ROOF PLAN

SHEET NUMBER:

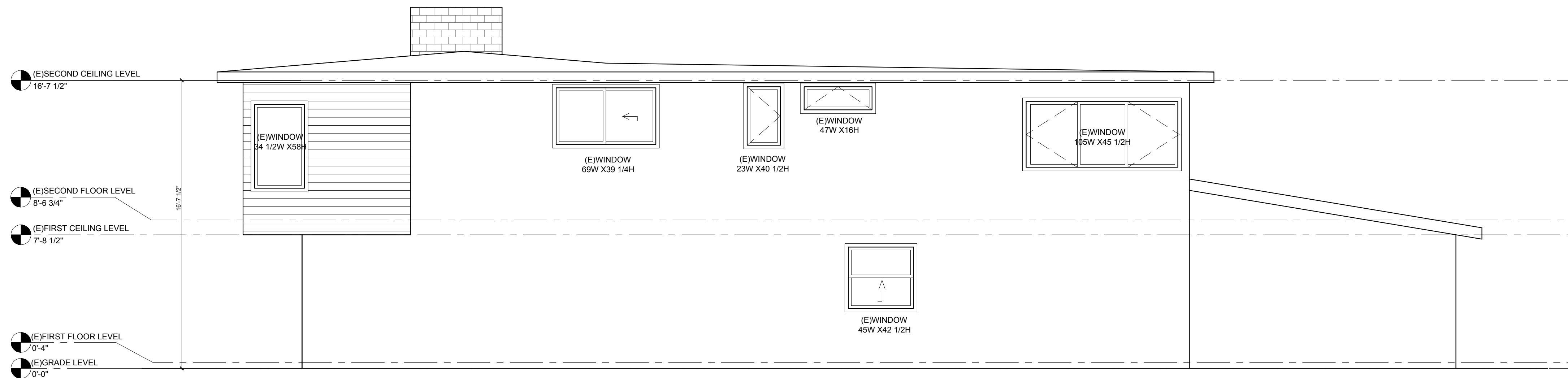
A-4.1



EXISTING FRONT ELEVATION

SCALE 1/4" = 1'-0"

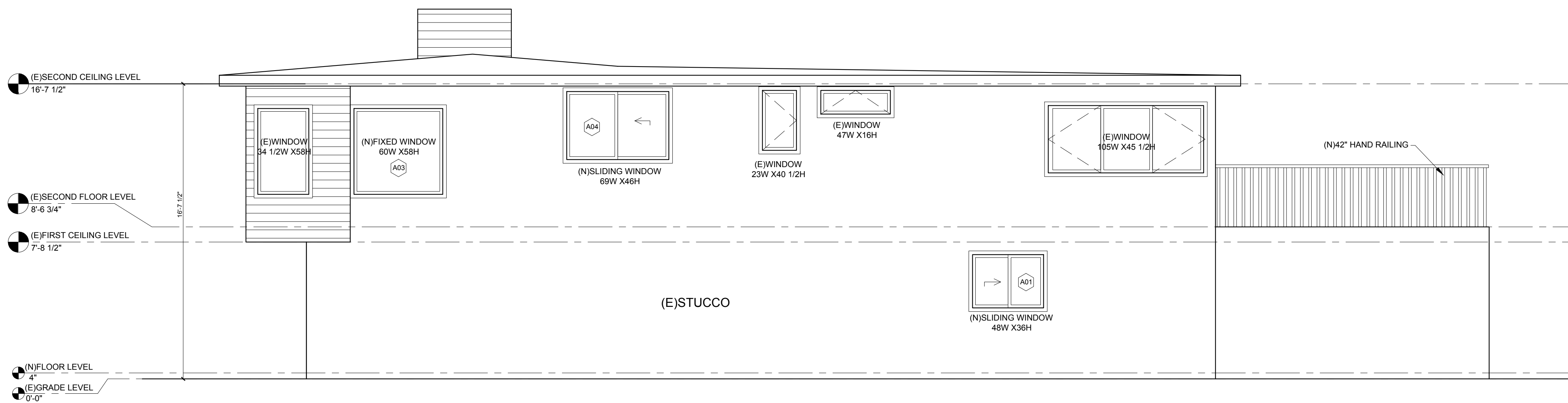
1



EXISTING RIGHT ELEVATION

SCALE 1/4" = 1'-0"

2



PROPOSED RIGHT ELEVATION

SCALE 1/4" = 1'-0"

3



60 Roslyn Ct, Daly
City, CA 94015

AP NUMBER 006021120

DATE 06/15/2024

PLAN CHECK

BID DATE

FINAL PERMIT

REVISIONS

PLAN PREPARED BY

Enk Zang

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SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A-5.1



60 Roslyn Ct, Daly
City, CA 94015

AP NUMBER 006021120

DATE 06/15/2024

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Erik Zang

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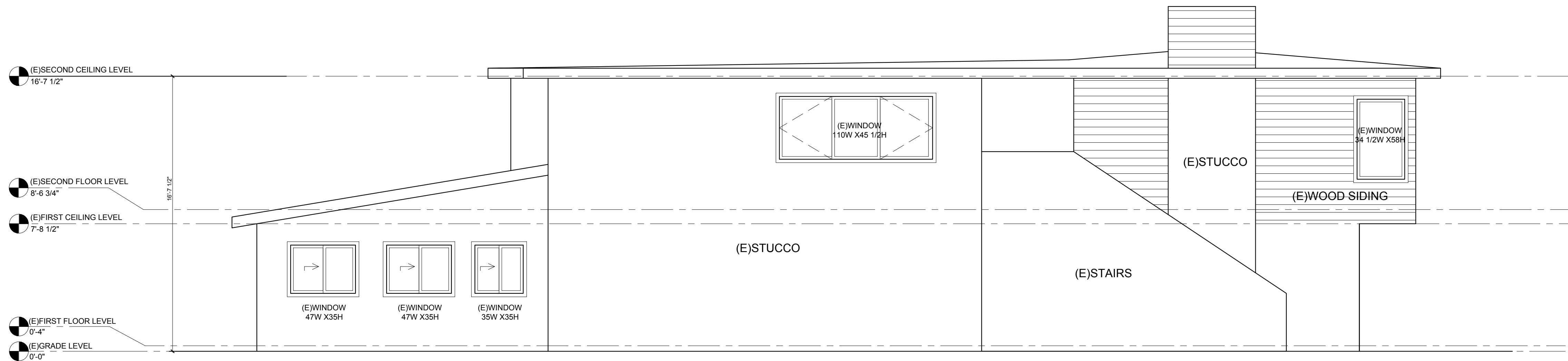
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REASONABLE TOLERANCES DUE
TO FIELD CONDITIONS.

SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

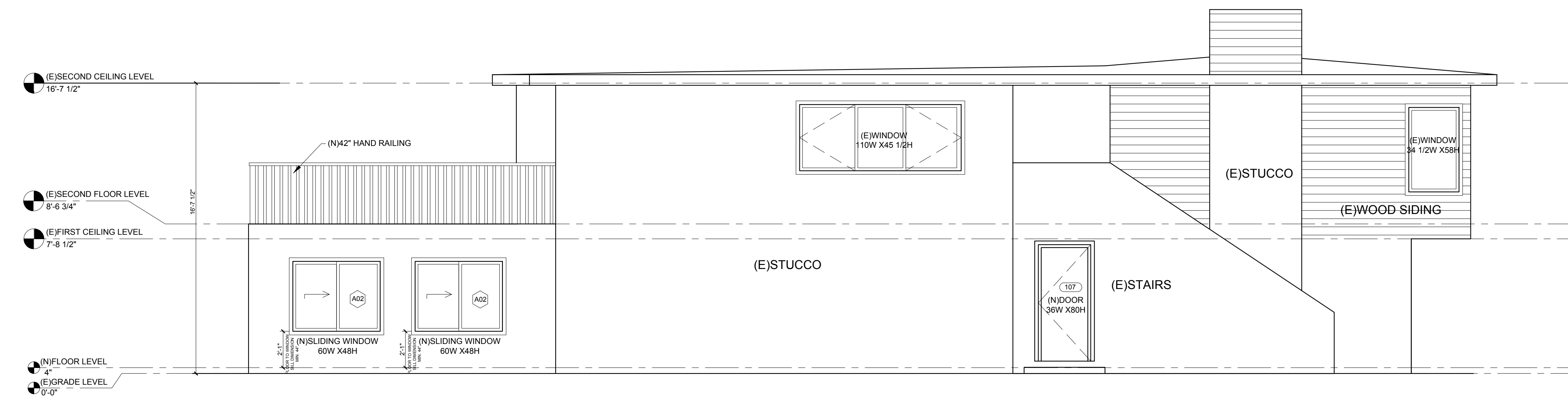
A-5.2



EXISTING LEFT ELEVATION

SCALE 1/4" = 1'-0"

1



PROPOSED LEFT ELEVATION

SCALE 1/4" = 1'-0"

2



60 Roslyn Ct, Daly
City, CA 94015

AP NUMBER 006021120

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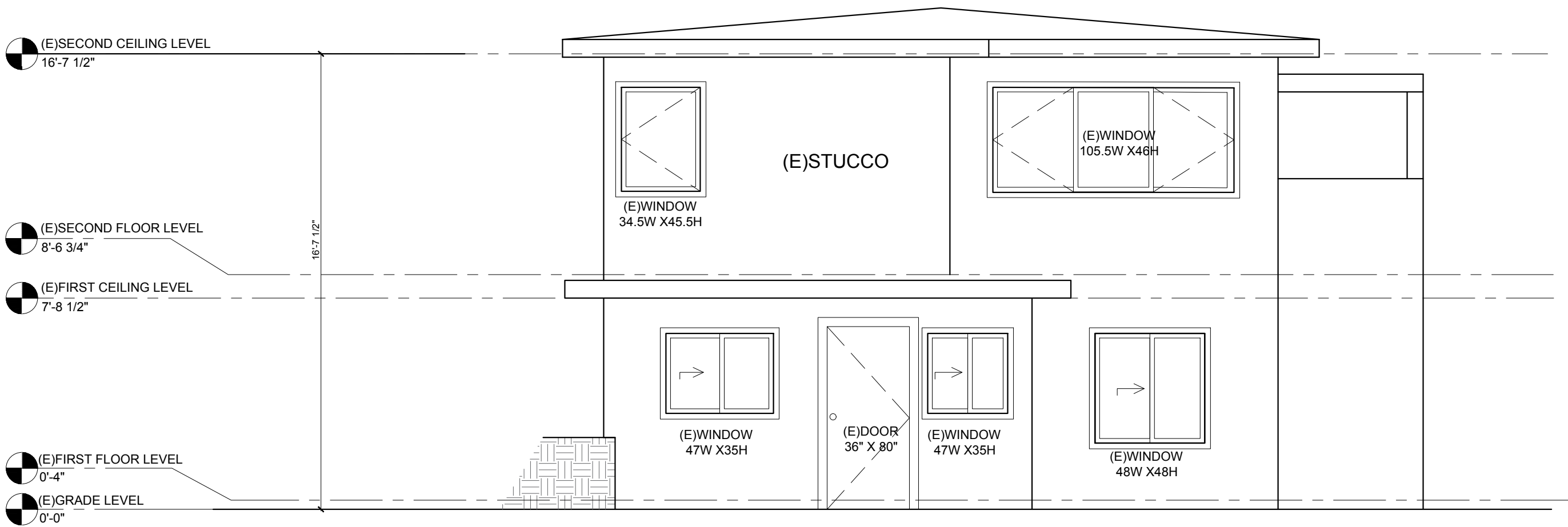
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REASONABLE TOLERANCES DUE
TO FIELD CONDITIONS.

SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

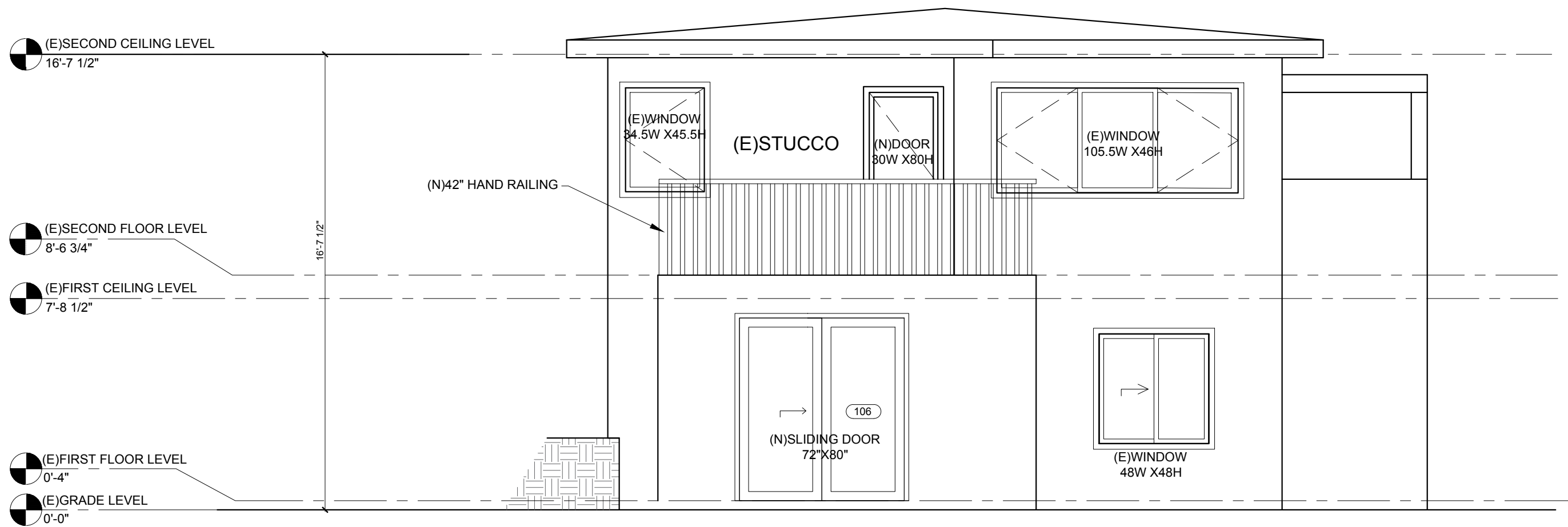
A-5.3



EXISTING REAR ELEVATION

SCALE 1/4" = 1'-0"

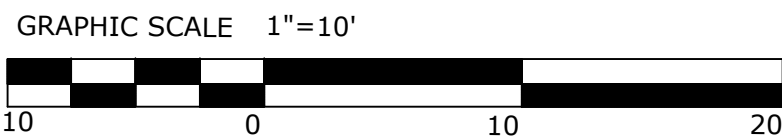
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PROPOSED REAR ELEVATION

SCALE 1/4" = 1'-0"

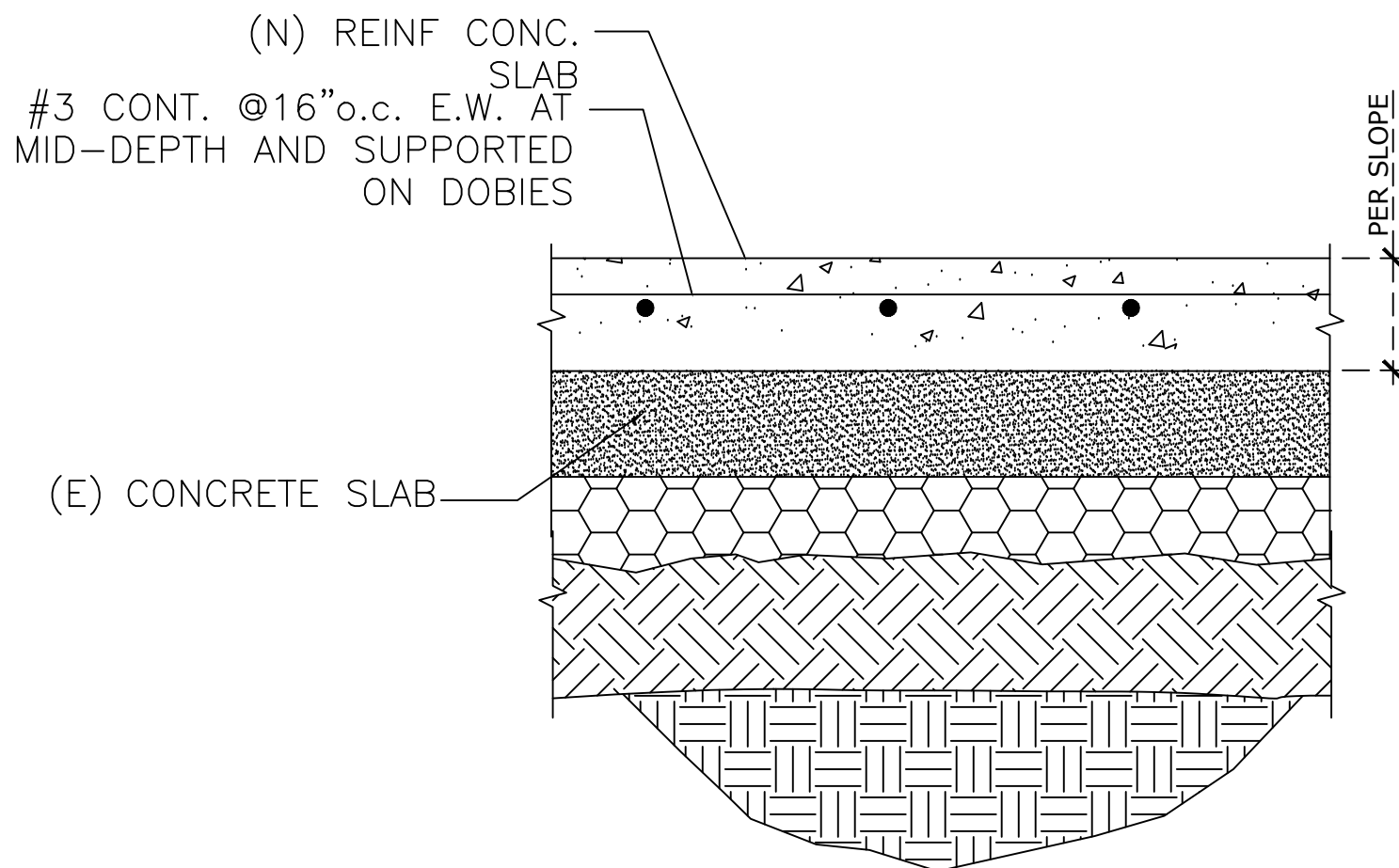
2



NOTE: EARTHWORK QUANTITIES SHOWN ARE APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INDEPENDENTLY ESTIMATE QUANTITIES FOR HIS/HER OWN USE.

- [illegible]

6. All grading or site plan alterations shall comply with the City's Excavation, Permitment or representatives shall notify the City Department of Public Works prior to any excavation.
7. Approval of this plan applies only to (A) the excavation, placement, and compaction of natural earth materials, (B) the construction of retaining walls, (C) the installation of underground utilities outside of the 5-foot building envelope, and (D) the installation of retaining structures. This approval does not constitute approval of any other proposed work, nor does it constitute approval of any other proposed work outside of the 5-foot building envelope. The City Engineer will review the plan and determine if the proposed work constitutes approved work under the provisions of the Ordinance. If the proposed work does not constitute approval of any improvements with the exception of those listed above. Proposed work not included in the approved work shall require separate review and approval by the City Engineer, the Planning Commission, and all other required permits shall be obtained.
8. Unless otherwise noted on the plan, any depiction of a retaining structure on this plan shall not constitute approval of such structure. Such structure follows a separate structural review, by the Department of Public Works is completed and approved.
9. It shall be the responsibility of the Permittee or agent to identify, locate and protect all underground facilities.
10. The permittee or agent shall maintain the streets, sidewalks and all other public rights-of-way in a safe, clean and unobstructed condition at all times during the project. The permittee or agent shall be responsible for property during construction and upon completion of the project. All adjacent private property or public shall be protected from damage or destruction by the project.
11. All grading shall be performed in such a manner as to comply with the standards established by the Air Quality Management District for airborne particulates.
12. **Civil Engineering Information and Statements:**
 - a. The Civil Engineer for the project is _____ (Name and Address)
GUANGSHENG WANG, P.E., 29244 bridge road, Santa Clara, CA 95051.
 - b. This Rough Grading Plan has been prepared under the direction of a licensed engineer and designed solely for the purpose of obtaining a Preliminary Engineering Report.
 - c. The stormwater conveyance system has been designed in accordance with the appropriate design criteria and existing conditions. The system was designed to discharge adequate capacity through signed and sealed hydraulic culverts.
 - d. A Private contractor _____ is the Director of Public Works of a City Engineer retained by the owner to observe the construction stationing.
13. "That the construction conforms to the lines and grades on the approved plans";
14. "That all significant changes were reviewed and approved in advance by the Department of Public Works" and that the Engineer certifies that the project complies with the Ordinance;
15. A post construction "Final" Report is provided by the Director of Public Works from a Soil Engineer, and also from an Engineering Geologist if the project is in a Geological Hazard Zone, stating:
 - a. "That the anticipated conditions and materials and actual site conditions and materials are compatible," and
 - b. "that the design was modified to meet the new conditions and was reviewed and approved in accordance to the Department of Public Works"; and provide supporting data for these statements.
16. In compliance to the City's Water Work Ordinance, the use of potable (paid or hydrant) water for building or construction purposes shall be limited to the following:
 - a. "To provide water for drinking purposes."



TYPE	DRAINAGE PIPE JM EAGLE PVC
SIZE	4"
MATERIAL	PVC
TYPE	SOLID, SDR-35

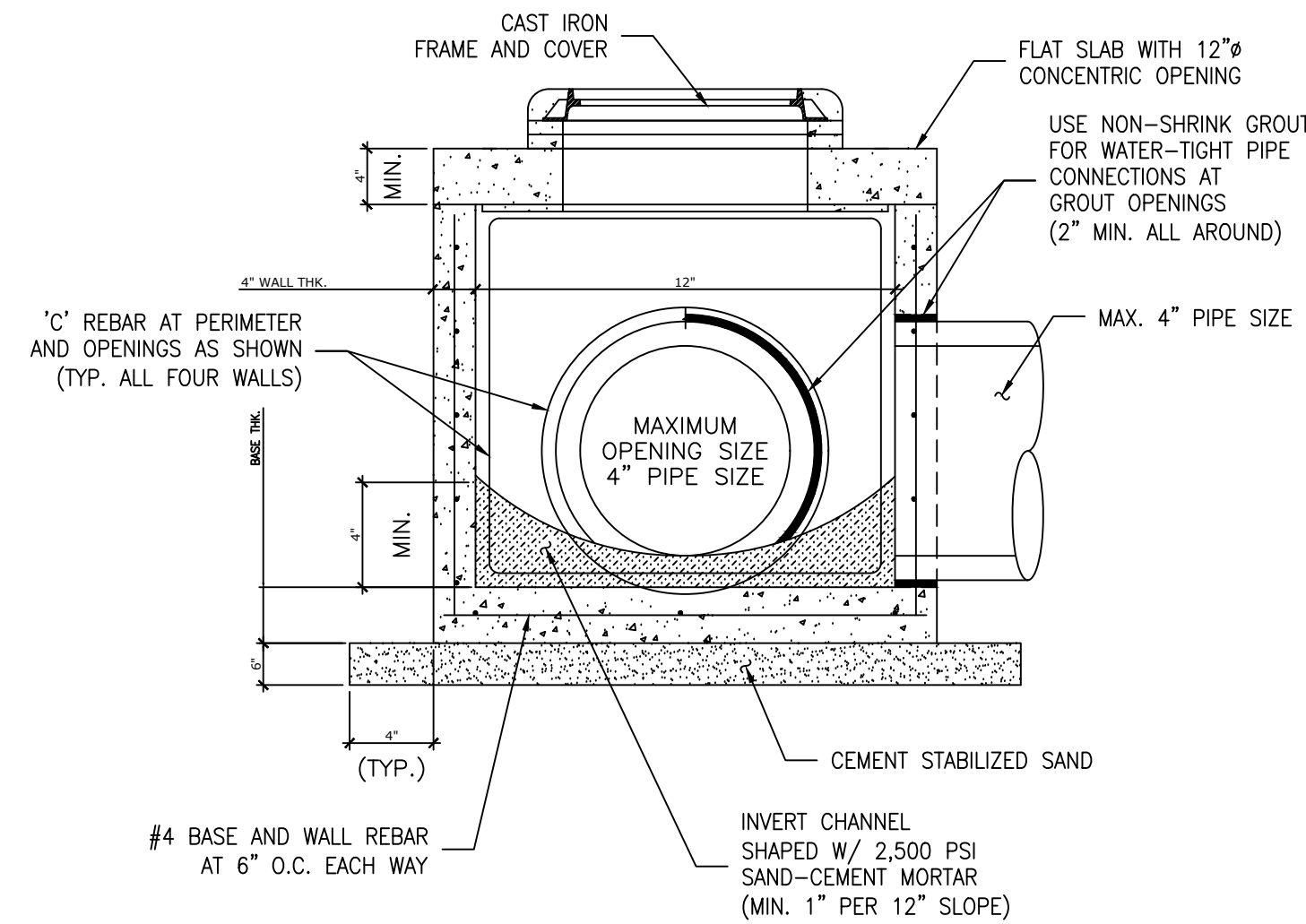
- ## EXCAVATION NOTES

ALL EXCAVATIONS SHALL BE RETAINED BY A SOIL RETENTION SYSTEM AS REQ'D. THE DESIGN, INSTALLATION, MAINTENANCE, MONITORING AND REMOVAL SHALL BE THE COMPLETE AND SOLE RESPONSIBILITY OF THE CONTRACTOR.

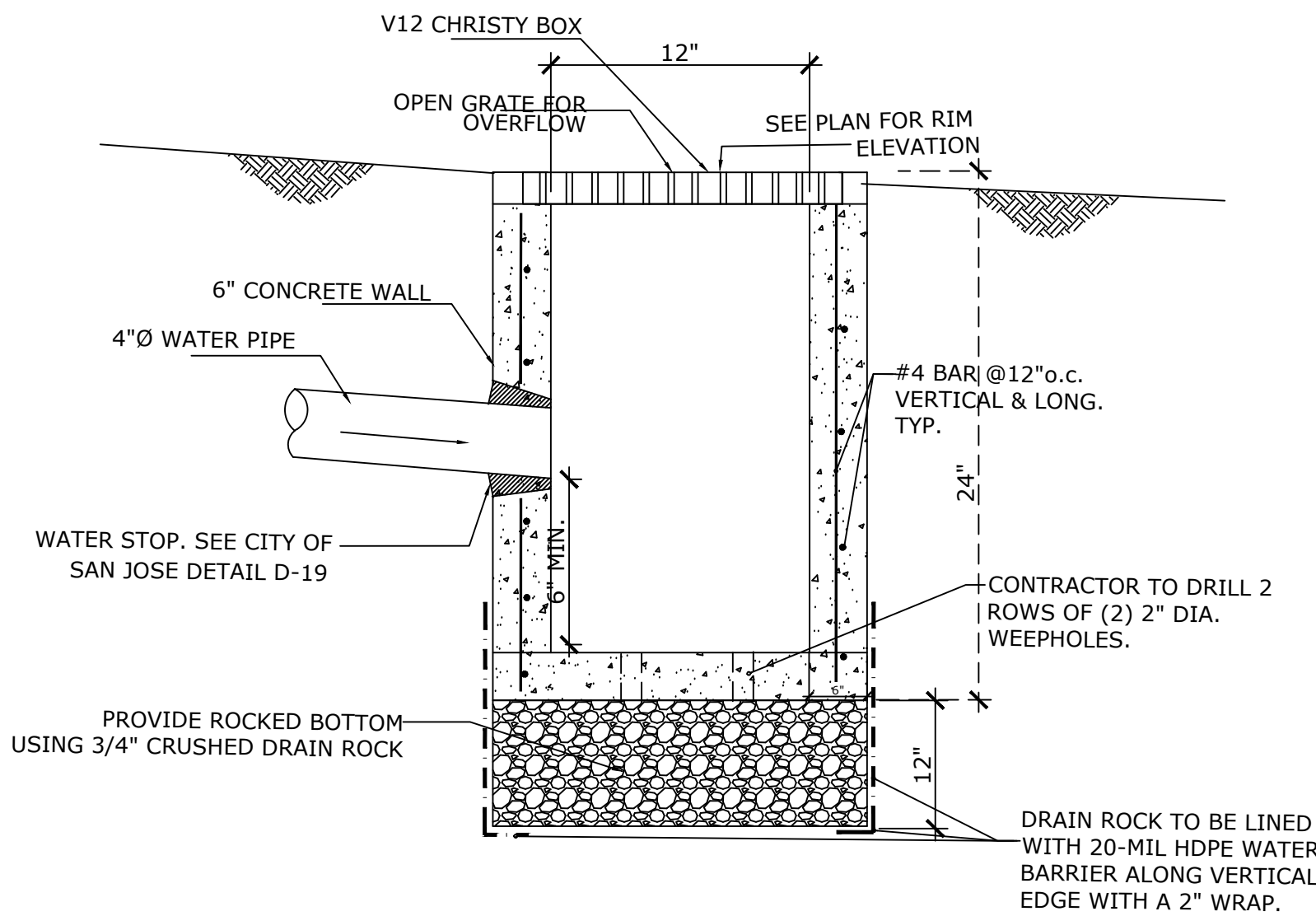
THE CONTRACTOR SHALL COORDINATE ALL ELEMENTS OF THE SOIL RETENTION SYSTEM WITH ALL ELEMENTS OF THE PERMANENT BUILDING, EXISTING UTILITIES/CONDITIONS, ADJACENT STRUCTURES ETC.

THE CONTRACTOR SHALL PROVIDE POSITIVE PROTECTION (MAT/SHEET COVERINGS) FOR ALL EXCAVATION SLOPES TO PROTECT SLOPES FROM INSTABILITY AND DETERIORATION DUE TO RAIN, WIND, ETC.

THE CONTRACTOR SHALL PROVIDE DEWATERING SYSTEMS INCLUDING SURFACE DRAINAGE CHANNELS, SUMPS, ETC., TO PROTECT ALL EXCAVATIONS FROM FLOODING.



1 INLET BOX DETAIL
— SCALE: NOT TO SCALE



3 EXTERIOR SLAB-ON-GRADE

— SCALE: N.T.S.

2 BUBBLER BOX DETAIL
— SCALE: NOT TO SCALE

2594 PEBBLE BEACH DRIVE
SANTA CLARA, CA 95051

Tel: (510)304-9812
Email: gseengineering2000@gmail.com

PROJECT

HOUSE ADDITION

60 ROSLYN CT
DALY CITY, CA 94015

PROJECT NO
24-28



08/19/2024

file: /Users/gseengineering.kevin/Desktop/Calc Templates/signature6.pdf

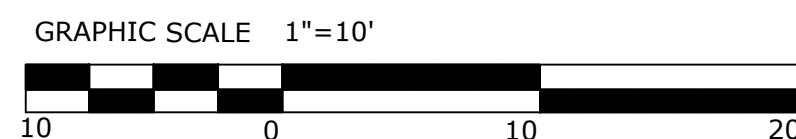
PLANS SUBMITTAN

SHEET CONTENTS

GRADING & DRAINAGE PLAN

SHEET NUMBER

C1.0



(Symbol Size May Vary)

Fiber Rolls, Detail SE-5, Sheet 3

Concrete Washout, Detail WM-8, Sheet 3

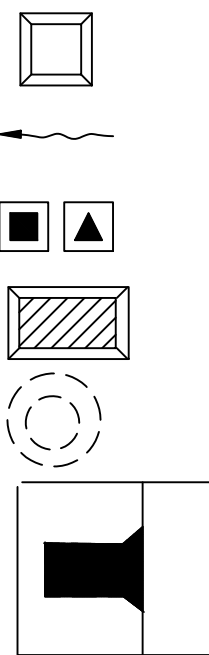
Direction of Surface Drainage

Inlet Protection, Detail SE-10, Sheet 3

Stock pile

Tree Protection

STABILIZED CONSTRUCTION ENTRANCE/EXIT



CIVIL ENGINEER

G.S. ENGINEERING
22594 PEBBLE BEACH DRIVE
SANTA CLARA, CA 95051

Tel: (510)304-9812
Email: gseengineering2000@gmail.com

PROJECT

HOUSE ADDITION

60 ROSLYN CT
DALY CITY, CA 94015

PROJECT NO.

24-28



(9)

08/19/2024

PLANS SUBMITTAL

SHEET CONTENTS

EROSION CONTROL PLAN

SHEET NUMBER

C2.0

GENERAL EROSION AND SEDIMENT CONTROL NOTES:

1. This plan is intended to be used for interim erosion and sediment control only and is not to be used for final elevations or permanent improvements.
2. Developer will submit to the City monthly certifications that all erosion/sediment measures identified on the approved erosion control plan are in place. If measures are not in place, Developer shall provide the City with a written explanation of why the measure is not in place and what will be done to remedy this situation.
3. Owner/contractor shall be responsible for monitoring erosion and sediment control measures prior, during, and after storm events.
4. Reasonable care shall be taken when hauling any earth, sand, gravel, stone, debris, paper or any other substance over any public street, alley or other public place. Should any blow, spill, or track over and upon said public or adjacent private property, immediate remedy shall occur.
5. Sanitary facilities shall be maintained on the site.
6. During the rainy season, all paved areas shall be kept clear of earth material and debris. The site shall be maintained so as to minimize sediment laden runoff to any storm drainage system, including existing drainage swales and water courses.
7. Construction operations shall be carried out in such a manner that erosion and water pollution will be minimized. State and local laws concerning pollution abatement shall be complied with.
8. Contractor shall provide dust control as required by the appropriate federal, state and local agency requirements.

EROSION AND SEDIMENT CONTROL MEASURES

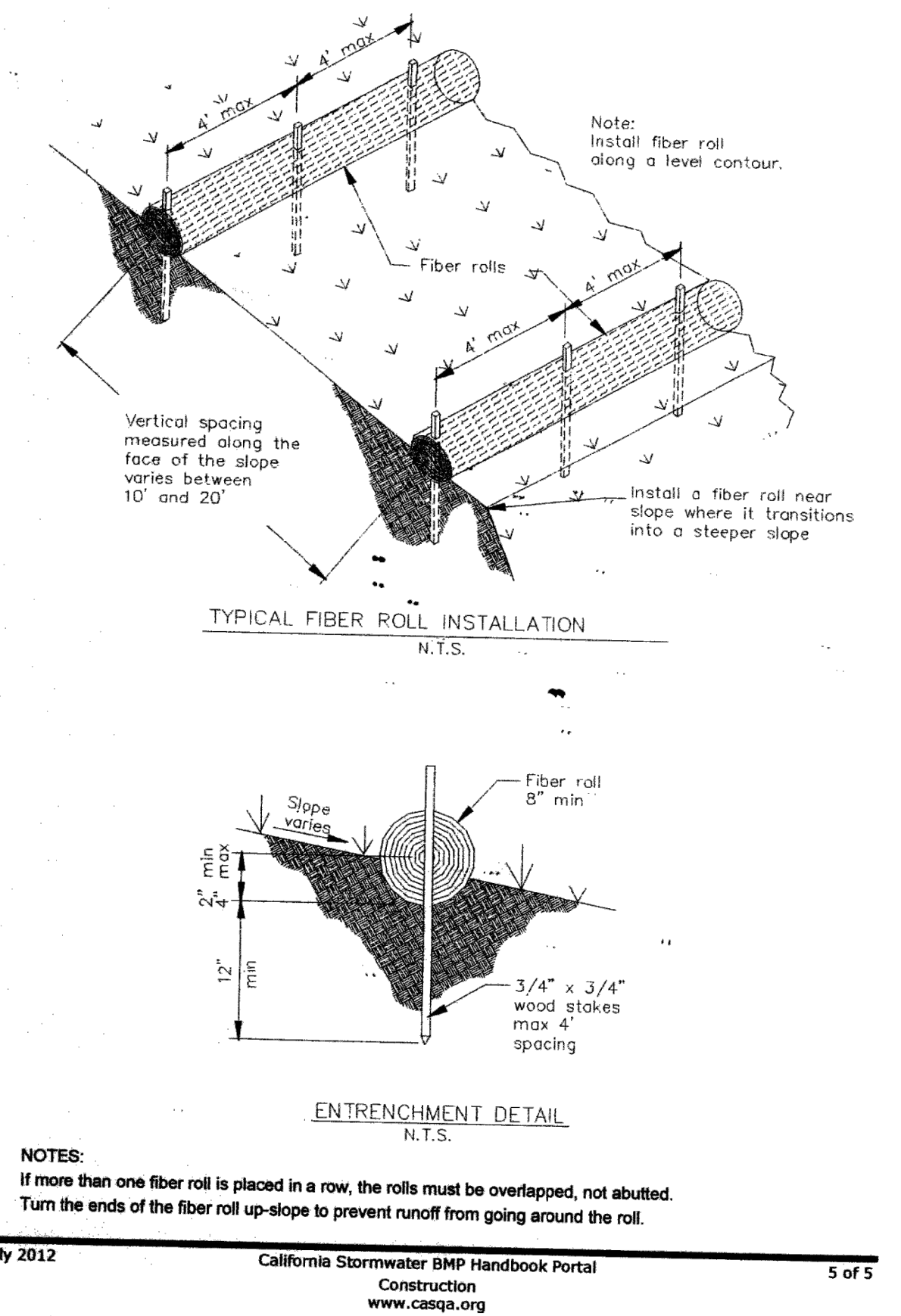
1. The facilities shown on this plan are designed to control erosion and sediment during the rainy season. Grading operations during the rainy season which leave denuded slopes shall be protected with erosion control measures immediately following grading on the slopes. During the non-rainy season Best Management Practices (BMPs) must be implemented during construction which includes, but is not limited to: stabilized construction entrance, tire wash area and inlet protection.
2. This plan covers only the first winter following grading with assumed site conditions as shown on the Erosion Control Plan. the completion of site improvement shall be evaluated and revisions made to this plan as necessary with the approval of the City Engineer. Plans are to be resubmitted for city approval prior to September 1 of each subsequent year until site improvements are accepted by the City.
3. Construction entrances shall be installed prior to commencement of grading. All construction traffic entering onto the paved roads must cross the stabilized construction entrance ways. (Also include this note on grading plans.)
4. Contractor shall maintain stabilized entrance at each vehicle access point to existing paved streets. Any mud or debris tracked onto public streets shall be removed daily and as required by the City.
5. If hydroseeding is not used or is not effective, then other immediate methods shall be implemented, such as Erosion control Blankets, or a three-step application of 1) seed, mulch, fertilizer 2) blown straw 3) tackifier and mulch.
6. Inlet protection shall be installed at open inlets to prevent sediment from entering the storm drain system. Inlets not used in conjunction with erosion control are to be blocked to prevent entry of sediment.
7. Lots with houses under construction will not be hydroseeded. Erosion protection for each lot with a house under construction shall conform to the Typical Lot Erosion Control Detail shown on this sheet.
8. This erosion and sediment control plan may not cover all the situations that may arise during construction due to unanticipated field conditions. Variations and additions may be made to this plan in the field. Notify the City Representative of any field changes.

Maintenance Notes

1. Maintenance is to be performed as follows:
 - A. Repair damages caused by soil erosion or construction at the end of each working day.
 - B. Swales shall be inspected periodically and maintained as needed.
 - C. Sediment traps, berms, and swales are to be inspected after each storm and repairs made as needed.
 - D. Sediment shall be removed and sediment trap restored to its original dimensions when sediment has accumulated to a depth of 1 foot.
 - E. Sediment removed from trap shall be deposited in a suitable area and in such a manner that it will not erode.
 - F. Rills and gullies must be repaired.
2. Sand bag inlet protection shall be cleaned out whenever sediment depth is one half the height of one sand bag.

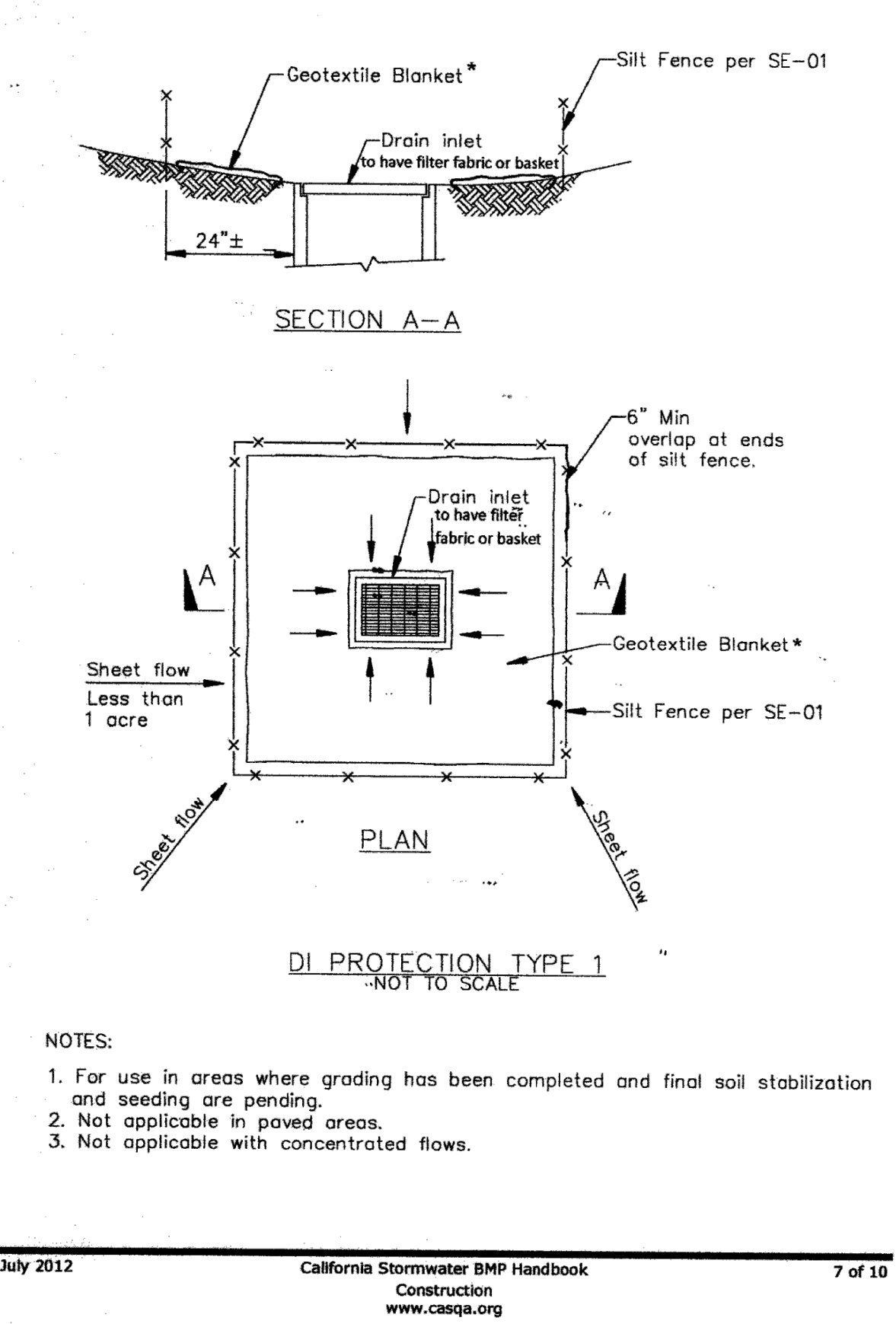
Fiber Rolls

SE-5



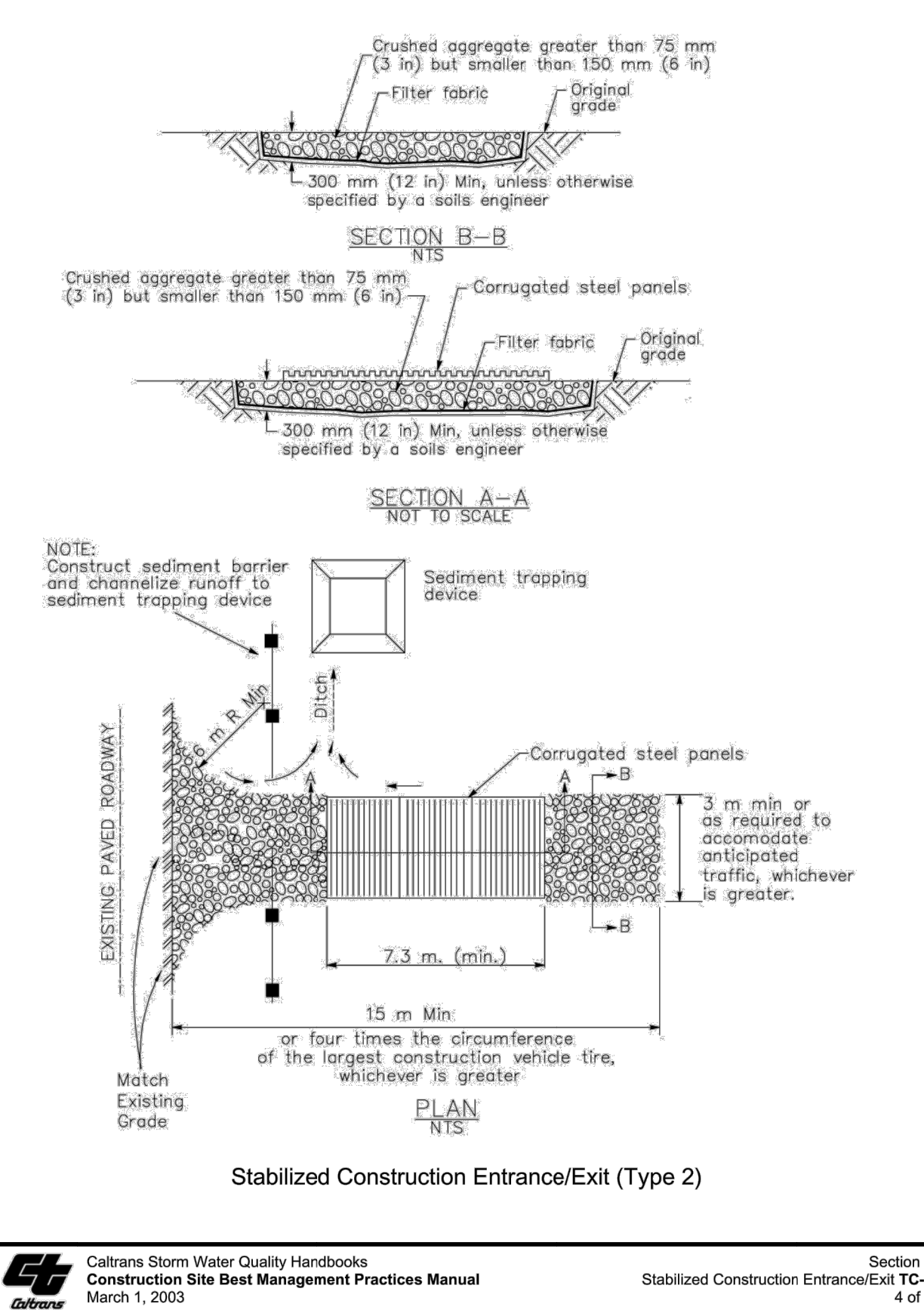
Storm Drain Inlet Protection

SE-10



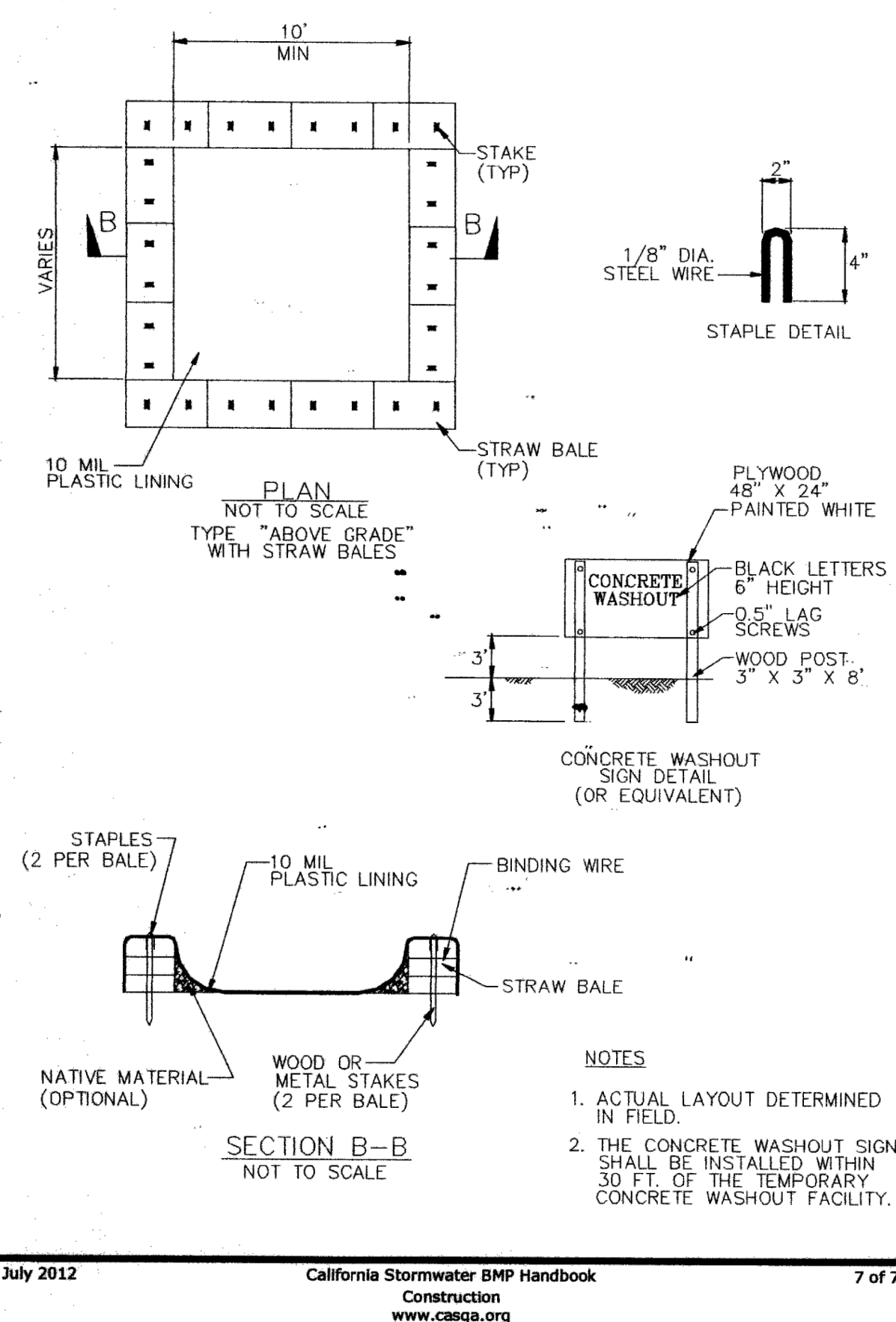
Stabilized Construction Entrance/Exit

TC-1



Concrete Waste Management

WM-8



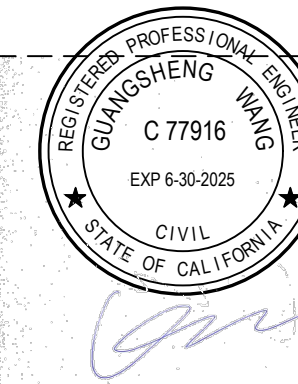
CIVIL ENGINEER

G.S. ENGINEERING
2594 PEBBLE BEACH DRIVE
SANTA CLARA, CA 95051
Tel: (510)304-9812
Email: gsengineering2000@gmail.com

PROJECT

HOUSE ADDITION
60 ROSLYN CT
DALY CITY, CA 94015

PROJECT NO
24-28



08/19/2024

PLANS SUBMITTAL

SHEET CONTENTS

EROSION CONTROL PLAN

SHEET NUMBER

C2.0





GEOTECHNICAL INVESTIGATION
PROPOSED REAR ATTACHED ADDITION AND REMODELS
60 ROSLYN COURT
DALY CITY, CA 94015

Report Prepared For

Yufang Wang

60 Roslyn Court

Daly City, CA 94015

Project No. 12942-S1-L1

FRANK LEE & ASSOCIATES
GEOTECHNICAL CONSULTANTS
10 KOOTENAI COURT, FREMONT, CALIFORNIA 94539
(510) 676-5859

28 August 2024

**FRANK LEE & ASSOCIATES
GEOTECHNICAL CONSULTANTS
10 KOOTENAI COURT, FREMONT, CALIFORNIA 94539
(510) 676-5859**

Project No. 12942-S1-L1
28 August 2024

Yufang Wang
60 Roslyn Court
Daly City, CA 94015

Subject: **GEOTECHNICAL INVESTIGATION**
Proposed Rear Attached Addition and Remodels
60 Roslyn Court
Daly City, CA 94015

Dear Yufang Wang:

In accordance with your authorization, **FRANK LEE & ASSOCIATES (FLA)** has completed a geotechnical investigation for the proposed improvements at the subject site. The purpose of this study was to investigate the subsurface conditions and to obtain geotechnical data for use in the design and construction of the proposed improvements. The scope of this investigation included the following:

- a. A site and area reconnaissance by the Project Engineer.
- b. Excavation, logging, and sampling of 1 exploratory boring to 18.0 feet.
- c. Laboratory testing of selected soil samples.
- d. An engineering analysis of the data and information obtained.
- e. Preparation and writing of this report which presents our findings, conclusions, and recommendations.

Our findings indicate that the proposed improvements are feasible from a geotechnical engineering standpoint provided the recommendations in this report are carefully followed.

SITE LOCATION AND DESCRIPTION

The relatively flat subject site is located at 60 Roslyn Court, Daly City, California, with the closest cross street is Skyline Drive. The lot is bounded to the north by Roslyn Court, west by a cliffside, and the other sides are bounded by residential structures. An existing residential structure was observed during the field investigation.

PROPOSED IMPROVEMENTS

The proposed construction consists of building attached rear additions and remodels. We anticipate the proposed improvements will utilize wood-framed construction and concrete foundation. Light building load is typically associated with this type of construction.

FIELD INVESTIGATION

FLA conducted the field investigation on July 31, 2024. The field investigation consisted of a site reconnaissance by the Project Engineer and excavation of one boring using a portable rig with 4.0-inch stem augers. The approximate location of the boring is shown on the Site Plan, Figure 1.

Soils encountered during the excavation operation were continuously logged in the field. Relatively undisturbed samples were obtained by dynamically driving 18 inches using a 3.0-inch outside diameter Modified California Sampler and/or SPT sampler with a 140-pound hammer free falling 30 inches. Blow counts were recorded for every 6-inch penetration interval and reported corresponding to the last 12 inches of penetration and converted to raw SPT-equivalent blow counts in the boring log. These samples were then sealed and returned to the laboratory for testing. The classifications, descriptions, natural moisture contents, dry densities, strength test, and depths of the obtained samples are shown in the Boring Log, Figure 2 of Appendix A.

LABORATORY TESTING

CLASSIFICATION

The field classification of the samples was visually verified in the laboratory in accordance with the Unified Soil Classification System. These classifications are presented in the Boring Log.

MOISTURE-DENSITY

The natural moisture contents and/or dry weights were determined for selected soil samples obtained during our field investigation. The data are presented in the Boring Log.

ATTERBERG LIMITS

The Atterberg Limits Test was determined for the selected soil sample to classify, as well as to obtain an indication of the expansion and shrinkage potential with respect to moisture content variations. The test results are summarized as follows:

Sample	Depth	Classification	Liquid Limit	Plasticity Index	Expansion Potential
B1-1	3.0 feet	Medium brown silty clay	59.0%	40	Critical High

DIRECT SHEAR

The fully softened Direct Shear Test was performed on a relatively undisturbed sample to evaluate the angle of internal friction and unit cohesion of the soil. The data is presented in the forementioned Boring Log and summarized as follow:

Sample	Depth	Classification	Angle of Internal Friction (degree)	Unit Cohesion(p.s.f.)
B1-1	2.5 feet	Medium brown silty clay	21	260

UNCONFINED COMPRESSIVE STRENGTH

The Unconfined Compression Test was performed on a relatively undisturbed sample to evaluate the ultimate compressive strength of the soil. The data is presented in the Boring Log and summarized as follow:

Sample	Depth	Classification	U.C. Strength (p.s.f.)
B1-2	8.0 feet	Medium brown silty clay	3,500

SUBSURFACE SOIL CONDITIONS

The following soil descriptions were derived from our site reconnaissance and information obtained from our exploratory boring's samples. Detailed descriptions of the materials encountered in the exploratory boring and results of the laboratory testing are presented in the Boring Log, Figure 2.

Based upon our review of the boring log, examination of the samples, and laboratory test data, the general subsurface conditions consist of clayey soil layer to 12.0 feet and was underlain by sandy soil layer to the maximum depth explored of 18.0 feet.

Groundwater was not encountered during the exploration at the time of our field study. However, fluctuations in the groundwater table are anticipated to vary with respect to seasonal rainfall.

SEISMIC CONSIDERATIONS

According to U.S.G.S U.S. Quaternary Fault maps, the approximate distances from active faults to the subject site are listed in the following table.

Fault Name	Distance (Kilometers)	Direction From Site	30 Year M>6.7 Probability
San Gregorio	7.48	Southwest	2.68 %
San Andreas	1.44	Southwest	6.19 %

Based on USGS Earthquake Outlook for the San Francisco Bay Region 2014-2043, Revised August 2016 (ver.1.1), the San Andreas Fault have a 22% probability and the San Gregorio Fault have a 6% probability for M>6.7.

Damage resulting from earthquakes is not necessarily related directly to the distance from the fault.

More important than distance, are the foundation materials upon which structures are to be built. If structures are not located across the trace of the fault, are located on structurally competent materials, and are designed with state-of-the-art seismic considerations, the probability of continued usefulness after an earthquake is relatively good.

SHEAR-WAVE VELOCITY IN THE UPPER 30M OF SURFICIAL GEOLOGY

Per California State Geoportal, <https://gis.data.ca.gov/datasets/cadoc::cgs-map-sheet-48-shear-wave-velocity-in-upper-30m-of-surficial-geology-vs30/explore>, the mean Vs in the upper 30 meter is 385.1. “D-Default” soil will be utilized.

CALIFORNIA BUILDING CODE SITE CHARACTERIZATION

The following design values are based on the geologic information, longitude and latitude of the site, and the U.S. Seismic Design Maps from <https://seismicmaps.org/>. Furthermore, in accordance with Chapter 16 of the 2022 California Building Code (CBC), the site seismic design values are provided below:

2022 CBC Category/Coefficient ASCE 7-16, Supp. 1,2,3	Design Values
Risk Category	II
Short-Period MCE at 0.2s, Ss	2.364
1.0s Period MCE, S1	0.99
SMS = $F_a \times S_s$ Spectral Response Accelerations	2.837
Soil Profile Type, Site Class	D-Default
SDS = $2/3 \times$ SMS Design Spectral Response Accelerations	1.891
Site amplification factor at 0.2 second, F_a	1.2
Latitude	37.6928475
Longitude	- 122.4961039

It is noted that final values should be determined by the project structural engineer according to risk categories of the proposed improvements.

SEISMIC HAZARD IDENTIFICATION

According to California Geological Survey for the Earthquake Zones of Required investigation from <https://maps.conservation.ca.gov/cgs/EQZApp/app/>, the site is not within a liquefaction zone, is not within a landslide zone, and is not within an earthquake fault zone.

GEOLOGIC CONDITION

According to Geologic Map of California, the general site vicinity consists of generalized rock types P, consisting of Sandstone, siltstone, shale, and conglomerate; mostly moderately consolidated. Pliocene in age.

DISCUSSIONS, CONCLUSIONS AND RECOMMENDATIONS

1. Based on the results of our reconnaissance, FLA concludes that the subject site is geotechnically suitable for the proposed improvements provided the recommendations presented in this report are incorporated into the project plans and specifications. The recommendations given in this report are applicable only for the design of the previously described improvements and only at the location mentioned. They should not be used for any other purpose.
2. FLA should review the foundation plans and specifications so that comments can be made regarding the interpretation and implementation of our geotechnical recommendations in the design and specifications.
3. It is recommended that FLA be retained for testing and observation during grading and foundation construction phases to help determine that the design requirements are fulfilled, and to verify soil condition. Our firm should be notified at least two working days prior to grading and/or foundation operations on the property.
4. The following conclusions and recommendations are based on information provided, the results of our site reconnaissance and laboratory tests, as well as our experience with similar soil conditions. Possibility always exists that the subsurface conditions at the site may vary somewhat from what is expected. If there are any unusual conditions differing significantly from those described herein during construction, this firm should be notified to review the effects on the performance of the designed foundations. Any work related to the grading and foundation operations performed without the direct observation of FLA will invalidate the recommendations of this report.

GENERAL SITE PREPARATION AND GRADING

5. Prior to grading, the proposed building pad and driveway, with a minimum 3.0 feet offset, if applicable, should be cleared of all obstructions and deleterious materials such as existing foundation, asphalt, utilities, pipes, surface or subsurface structures, and organic top soil. These objects shall be accurately located on the grading plans to assist the Field Engineer in establishing proper control over their removal or relocation.
6. It is estimated that stripping depths of organic top soil may be in the order of 6 to 12 inches and up to 6.0 feet for tree roots. The final depth of stripping should be verified by FLA in the field. The predominantly organic material from the stripping should be removed from the site or to use as future landscaping soil only. Any depressions left by the removal of obstructions and deleterious materials shall be cleaned of all debris to expose native subgrade.
7. Following the removal of obstructions and deleterious materials, any loose fill material or wet soil is encountered on-site in areas that will or may affect the proposed structure(s) should be over-excavated. The extent of the over-excavation should be determined by FLA on-site during grading.
8. The exposed native competent soil should then be; excavated to proposed grade, if applicable;

scarified in the upper 8 inches; and be watered or aerated as necessary to bring the soils to a moisture content 2.0 percent above the optimum moisture amount. The subgrade should then be uniformly compacted to a minimum degree of relative compaction of 90 percent of the maximum dry density as determined by ASTM D1557 Laboratory Test Procedure and tested by FLA in the field for quality control per ASTM D6983.

9. Following the initial compaction of the native soil, fills, either clean native soil or import soil, can be used to establish desired grade. This fill should be placed in lifts not exceeding 4 to 8 inches in fluff thickness, dependent on compaction equipment. Each fill lift should then be compacted to a minimum relative compaction of 90 percent, at 2% above optimum moisture content. Each layer shall be spread evenly and thoroughly and shall be blade mixed to provide uniformity of the soil in each layer. Compaction of each layer shall be continuous over the entire fill area and continued until the required density is obtained. FLA should be notified to test the compacted soil for quality control at every 12 inches in vertical fill.
10. Should select import material be used to establish the proper grading for the proposed development, the import material should (a) be free of organic material; (b) have a Plasticity Index between four (4) and twelve (12); (c) be no more than 15% passing the No. 200 Sieve; (d) not contain rocks or lumps over 4 inches in greatest dimension. The import fill should be approved by FLA before it is transported to the site.
11. After grading is completed and the Field Engineer has finished his observation of the grading work, no further excavation or fill shall be done except with the approval of and under the observation of the Field Engineer.
12. It shall be the responsibility of the grading contractor and/or the general contractor to prevent erosion of the freshly graded areas during construction and until such time as permanent drainage and erosion measures have been installed.
13. In the event that any unusual condition not covered by the special provisions is encountered during the grading operations, the Soil Engineer shall be immediately notified for further recommendation.

WATER WELLS

14. All water wells (if any) on the site, which are to be abandoned, shall be capped according to the requirements of the Water District, City, and/or County. The final elevation of the top of the well casing must be a minimum of 3 feet below any adjacent grade prior to any grading operations. In no case shall a building foundation be placed over or found within 10 feet of a capped well.

FOUNDATION

15. It is to FLA understanding that the existing house is supported on shallow foundation, which should be field verified by the contractor and FLA shall be notified for foundation verification. Therefore, provided that the previously General Site Preparation and Grading recommendation

have been properly followed and prepared for the building pad, if applicable, the proposed improvements can be satisfactorily supported on the following foundation system.

Continuous Footing

16. Due to critical high expansive clay soil, the proposed improvements can be satisfactorily found on a continuous footing foundation system. The footing foundations are to laid out in a grid-like pattern of no more than 16.0 feet square, which ties some of interior the foundation element in one or two directions to help resist deflection resulting from settlements and seismic effects, and to reinforce them in such a way that they are rigid enough to move as a single unit in the event of differential soil movement. If properly reinforced and constructed, differential movement should not impart damaging stress to the structure itself.
17. The footings should be designed for allowable bearing pressures of 1,500 p.s.f. due to dead loads plus design live loads, and 2,000 p.s.f. due to all loads which include wind or seismic forces. Due to expansive clay and to limit the effect of expansive soil per CBC 1803.5.3, the bottom of the footings should be found at least 36 inches below the crawlspace elevation or 48 inches from the outside finished grade. Footing width should have a minimum 16 inches wide. Cross tie-beams or foundation ties should be provided at about every 16.0 feet maximum intervals.
18. In addition, due to expansive soil condition, the top 6 inches of native soil at the bottom of footing should be removed and replaced with Class II aggregate base and compacted to 95 percent of relative compaction, and the top 6 inches of native soil under the Class II aggregate base should be scarified, moisture conditioned, and compacted to a minimum 85 to 90 percent of relative compaction. Loose soil should be removed before concrete pouring.
19. The final depth and width of footing will be determined by FLA in the field. Footing reinforcement will be determined by the Structural Engineer. Tie beams or grade-beams should be provided at every maximum 16.0 feet interval.
20. The available resistance to lateral loads when utilizing spread footing is limited to sliding resistance along the base of the footing. Sliding resistance between the base of the footing and the underlying soil may be taken as a friction value of 0.30.
21. We estimate that the total movement will be approximately 1.5-inches, and post-construction differential settlements across the building should not exceed approximately 1.0- inches over a span of 30 feet during the 20-year-life of the building following construction.
22. It is to FLA's understanding that the entire existing foundation may not be improved. Therefore, a floor or foundation level survey may be performed at the owner's discretion to determine if differential settlement is more than 1.0-inch over a span of 20 feet for the existing structure. If so, then it may be necessary to underpin the entire existing foundation with the new foundation design to limit differential movements. Interior slab on grade experience more than 1/8 of an inch separation may need to be replaced with new concrete and recommended subgrade preparation. However, as the cost of construction may be prohibitive, the percentage of the existing foundation

improvement is at the owner's discretion, and the client agrees to accept possible differential movements between the existing and new foundation.

CONCRETE SLAB-ON-GRADE

23. Interior and garage slab-on-grade should be underlain by at least 18 inches of approved non-expansive soil or class 2 aggregate base to mitigate expansive soil from swelling. The fills should be properly compacted and tested by FLA in the field.
24. A minimum of 8 inches of native subgrade soil should be scarified, moisture conditioned and compacted to a minimum 85 to 90 percent of relative compaction below the non-expansive fill and tested by FLA in the field.
25. Garage concrete slab entrances should be designed with a thickened edge extending a minimum of 6 inches below the slab.
26. Exterior concrete slab-on-grade should not be doveled into the foundation and should be reinforced by the Structural Engineer.
27. Small movements of the concrete slab resulting in cracks should be expected from expansive soils. Controlled predetermined failure planes should be scored in the concrete in both directions over the slab area.
28. In areas where moisture transmission through slabs is undesirable, a 15-mil membrane serving as a vapor retarder should be placed over a minimum 6 inches of clean crushed rock to minimize condensation caused by temperature differentials under the floor covering. It is noted that the 15-mil is not a waterproofing material. If waterproofing is desired, a waterproof specialist should be consulted.

DRIVEWAY

29. Prior to any paving construction, the upper 12 inches of the subgrade soil should be scarified and recompact to 95% of the maximum dry density at 2% above the optimum moisture content as defined by ASTM D1557 latest test procedure.
30. After the compaction of the subgrade, aggregate base should then be placed on top of the subgrade and compacted to a minimum relative compaction of 95% at optimum moisture content as defined by the ASTM Test Procedure. Class II aggregate base should conform to the requirement of Standard Specifications of Caltrans.
31. Pavement Sections: The recommended pavement sections are based on several Traffic Indexes (T.I.) and R-value of 5 are presented in the following Table.

Traffic Index	Asphaltic Concrete	Class II Aggregate	Total Depth
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(TI)	Pavement (inches)	Base (inches)	(inches)
4.5	4.0	8.0	12.0
5	4.0	9.0	13.0
6	4.0	13.0	17.0

Paver sections: Pavers may be utilized with minimum 2 inches of sand over minimum 16 inches of Class II aggregate base.

TRENCH BACKFILL

32. Backfilling and compaction of utility trenches must meet the requirements published by the City and/or County. All trench backfill under pavement areas must be backfilled with suitable native or imported soil and compacted to at least 90% relative compaction as determined by ASTM D1557 latest Laboratory Test Procedure. The top minimum 12 inches of the subgrade should be compacted to at least 95%.
33. The backfill of utility trenches extending under the building and landscaping area should be properly compacted to ensure against water migration underneath the structure.
34. Specific excavation considerations are beyond the scope of this report. However, stable excavations over 5 feet deep for utility construction will require a temporary stable cut slope and/or proper shoring. Proper shoring and stable cut slope construction should be in accordance with the Occupational Safety and Health Administration (OSHA) requirements as well as other applicable building code requirements.

GENERAL DRAINAGE AND CONSTRUCTION REQUIREMENTS

35. All parallel trenches should stay at least 3.0 feet away from the foundation and the bottom of the trench should stay above the imaginary 45 degrees line as measured from the bottom of the foundation.
36. All grading must be adjusted to provide positive drainage within the first 10 feet away from the structure to prevent ponding of water toward the building. If the 10 feet requirement cannot be met due to property line, then drainage swell or subsurface drainage should be constructed to continue discharging storm water to 10 feet beyond the foundation perimeter. Drainage requirement should also be constructed according to CBC 1804.4, with 5% grade for pervious surfaces and 2% for impervious surfaces.
37. All surface drainage should be provided by the project Civil Engineer and should always maintained by the property owners. Yearly maintenance may be required before any rainy season.
38. The top minimum 8 inches of surface soil within 10 feet of the building, if applicable, should be generally compacted to act as a surface seal.

- 39. Roof drainage should be collected by a system of gutters and downspouts and discharged by adequate piping to carry storm water away from the structures. If splash block is utilized then downspouts discharge should have an unimpeded flow toward a swale or an area drain.
- 40. Flower beds and planting areas should not be constructed along building perimeters. If they are constructed, only drought resistant foliage requiring minimal irrigation should be installed.
- 41. Sprinkler systems should not be installed where they may cause saturation of the foundation soils. Landscape mounds or concrete flatwork should not block or obstruct the surface drainage measures.
- 42. Backfill of utility trenches under the building areas should be compacted to at least 90 percent compaction to ensure against water migration underneath the building structure.
- 43. Building area should be placed outside of existing and future tree drip-line to minimize root damage to the foundation.

CONSTRUCTION OBSERVATION AND TESTING

- 44. All grading and site drainage, including pier drilling, preparation of subgrade, placement of clean fill and clean non-expansive fill beneath slabs-on-grade, retaining wall backfill, utilities excavation and backfill, and installation of surface and subsurface drainage, should be performed in accordance with the geotechnical report prepared for this project by FLA, and under FLA observations as required under California Building Code, Section 1705.6 and Table 1705.6.
- 45. FLA should be provided at least 2 days in advance for notification of any earthwork operations and should be present to observe and test, as necessary, the earthwork, foundation, and drainage installation phases of the project for compliance and evaluation of site conditions with the geotechnical design concepts, specifications, and recommendations.

LIMITATIONS AND UNIFORMITY OF CONDITIONS

- 46. Our client should recognize that every effort made to evaluate the subsurface conditions at this site is based on the samples recovered from the boring and the results of laboratory tests on these samples. The conclusions reached in this report were based on the conditions at the test boring location. The owner or his representative should be reminded that unanticipated subsurface conditions are commonly encountered and cannot be fully determined and frequently require that additional expenditures be made to attain a properly constructed project. Therefore, some contingency fund is recommended to accommodate these required extra costs.
- 47. Our client should also recognize that this report is prepared for the exclusive use of the proposed improvements. Our professional services, findings, and recommendations were prepared in accordance with generally accepted engineering principles and practices. No other warranty, expressed or implied, is made.

Project No. 12942-S1-L1
28 August 2024

48. The conclusions and recommendations contained in this report will not be considered valid after a period of two years unless the changes are reviewed, and the conclusions of this report are modified or verified in writing. In the event that a geotechnical consultant firm other than FLA is engaged in providing geotechnical services, FLA must receive a letter of indemnification releasing us of any responsibility on the subject project.
49. This report is issued with the understanding that it is the responsibility of the owner, or his representative, to ensure the information and recommendations contained in this report are brought to the attention of the Architect, Engineer, and Contractor. In all cases, the contractor shall retain responsibility for the quality of the work and for repairing defects regardless of when they are found. It is also the responsibility of the contractor for conforming to the project plans and specifications.

Should you have any questions relating to the contents of this report or for any other service, please contact our office at your convenience.

Very truly yours,

FRANK LEE & ASSOCIATES

Frank Lee
Frank Lee, C.E.
Professional Engineer CE 34975



APPENDIX A

Site Plan, Figure 1

Boring Log, Figure 2



Google Maps

FRANK LEE & ASSOCIATES

BORING LOCATION

Figure No. 1

GEOTECHNICAL CONSULTANTS

No Scale

Page No. 14

60 Roslyn Court, Daly City, California				Project No. 12942			28 August 2024		
Depth (Feet)	Description	Sample No.	Unified Soil Classification	Blows/Foot (SPT-eqv.)	Dry Density (P.C.F)	Moisture (% Dry)	Pocket Penet. (T.S.F)	Remarks	
1	Medium brown silty clay, stiff to very stiff and moist		CH					Elevation = 336 ft From Google Earth	
2								Modified CA Sampler Internal Friction = 21° Cohesion = 260 p.s.f. LL = 59 % , PI = 40	
3		1-1		33	104.4	17.7			
4									
5		grades to medium brown and brown silty clay		CL					Modified CA Sampler U.C. = 3,500 p.s.f.
6									
7									
8	1-2		42	109.9	18.7				
9									
10									
11									
12	Brown clayey sand, medium dense to dense and moist to very moist		SC					SPT Sampler	
13		1-3		31	115.0	19.2			
14									
15									
16									
17	Brown silty dense sand, dense and moist		SM						
18		1-4		>50	103.8	14.0		SPT Sampler	
19	Boring terminated at 18.0 feet. Groundwater was not encountered.								
20									
21									
22									
23									
24									
25									
FRANK LEE & ASSOCIATES		BORING LOG NO. 1						Figure No. 2	
GEOTECHNICAL CONSULTANTS		Drill Date:	31 July 2024		By:	W.L.		Page No. 15	



City Council Meeting Agenda Report

Item # _____

Meeting Date: January 27, 2025

Subject: Finding of Public Convenience and Necessity PCN-10-24-16665 to Sell Alcoholic Beverages for Off-Site Consumption at Sprouts Farmer's Market at 301 Gellert Boulevard (Type 21 License)

Recommended Action

Consider a finding that the public convenience or necessity would be served by the issuance of a liquor license by the State Department of Alcohol Beverage Control (ABC).

Background

The applicant, Terri Dickerhoff, representative for Sprouts Farmer's Market, has filed an application with ABC to sell distilled spirits in addition to (currently allowed) beer and wine for off-site consumption at the existing store located at 301 Gellert Boulevard (see Attachment A – Site Location). The application is to upgrade their existing Type 20 (Beer and Wine only) to a Type 21 (includes distilled spirits). There would be no increase to total sales floor area that would be dedicated to the display of alcoholic beverages.

ABC has determined that a finding of Public Convenience and Necessity (PCN) by the Daly City City Council is necessary before it can issue the license. The store will be located in a high-crime reporting district and the census tract in which it is located is considered by ABC as over-concentrated by one Type 21 License. The approval of this request would make the area over concentrated by two Type 21 licenses.

In considering the request, the City Council must determine whether the issuance of the license will serve the public convenience or necessity.

Discussion

Staff has prepared the following list of facts that the City Council may find useful in determining whether issuance of the license at the Sprouts Farmer's Market would serve the public convenience or necessity:

1. Sprouts has applied for a Type 21, which would allow the sale of beer, wine, **and** distilled spirits for off-site consumption.
2. The applicant is applying for a license to sell beer, wine, and distilled spirits at a premises that is in a crime reporting district where a higher-than-average crime rate exists. State law requires that the ABC defer to the local governing body where the premises are located to determine whether the public convenience or necessity would be served by the issuance of the license.
3. The ABC uses crime statistics data from all crime reporting districts within the local jurisdiction to determine if the location for which the application for a new license or a premise-to-premise transfer is being made, is located in a high crime reporting district. The ABC defines a high crime reporting district as one where there is a 20 percent greater number

of reported crimes than the average number of reported crimes, as determined from all reporting districts within the jurisdiction of the local law enforcement agency.

4. There are a total of 14 crime reporting districts in Daly City. According to the Daly City Police Department, there was a total of 44 police reports taken with the address of 301 Gellert Boulevard listed. The date range searched for was from January 1, 2020 to December 31, 2024. They range from theft, burglary, battery to domestic disturbances.
5. Sprouts is located in the C-1 Light Commercial zoning district, located southeast of the Serramonte Boulevard/Gellert Boulevard intersection, inside the Gellert Marketplace property, where retail stores are a permitted use. The surrounding area is characterized predominately by retail uses.
6. The following are the uses within close proximity of Sprouts that specifically attract and/or serve youth (see Attachment B – Uses That Attract or Serve Youth):

Gellert Park, located at 55 Wembley Drive.

Serramonte Main Library Branch, located at 55 Wembley Drive

Junipero Serra Elementary School, located at 151 Victoria Street

9. Below is a list of existing establishments that sell alcoholic beverages that are located within or in close proximity to Census Tract 6016.04, where the subject property is located. The classifications identified are those used by ABC.

Type 20 — Retail outlets selling beer and wine for off-site consumption

Jagalchi – 63 Serramonte Boulevard (pending)

Shell Service Station, 398 Gellert Boulevard

7-Eleven, 411 Gellert Boulevard

Shell Service Station, 390 Hickey Boulevard

Type 21 — Retail outlets selling beer, wine, and distilled spirits for off-site consumption

Cost Plus World Market, 150 Serramonte Center

Target Retail Store, 133 Serramonte Center

Total Wine & More, 311 Gellert Boulevard

CVS Pharmacy, 375 Gellert Boulevard

Flyers Service Station, 501 Serramonte Boulevard (applicant agreed not to sell distilled spirits)

Type 41 — Restaurants selling beer and wine for on-site consumption

Fung Wong Chinese Restaurant, 427 Gellert Boulevard

Yoshi Ramen and Sushi, 127-H Serramonte Center

California Fish Grill, 153C Serramonte Center,

Super Duper Burgers, 3 Serramonte Center

Mod Pizza, 3 Serramonte Center

Type 47 -- Restaurants selling beer, wine, and distilled spirits for consumption on-site

Buffalo Wild Wings, 5B Serramonte Center

Dave and Busters, 130 Serramonte Center (pending)

Koi Palace Restaurant, 365 Gellert Boulevard

Outback Steakhouse, 371 Gellert Boulevard
Celia's Mexican Restaurant, 379 Gellert Boulevard

As indicated above, six of these establishments sell alcoholic beverages for off-site consumption, similar to the proposed sale (see Attachment C – Existing Establishments Selling Alcoholic Beverages for Off-Site Consumption).

Summary

The City Council may desire to:

1. Deny the request that the public convenience or necessity would be served by the issuance of a Type 21 license to sell beer, wine, and distilled spirits at Sprouts located at 310 Gellert Boulevard; or
2. Find that persons living in Census Tract 6016.04 are not adequately served by the existing alcoholic beverage sales outlets and that the public convenience or necessity would be served by the issuance of a license for the off-sale of beer, wine, and distilled spirits by Sprouts located at 310 Gellert Boulevard.

Respectfully submitted,



Brian Paland
Assistant Planner



Tatum Mothershead
Director of Economic and Community
Development

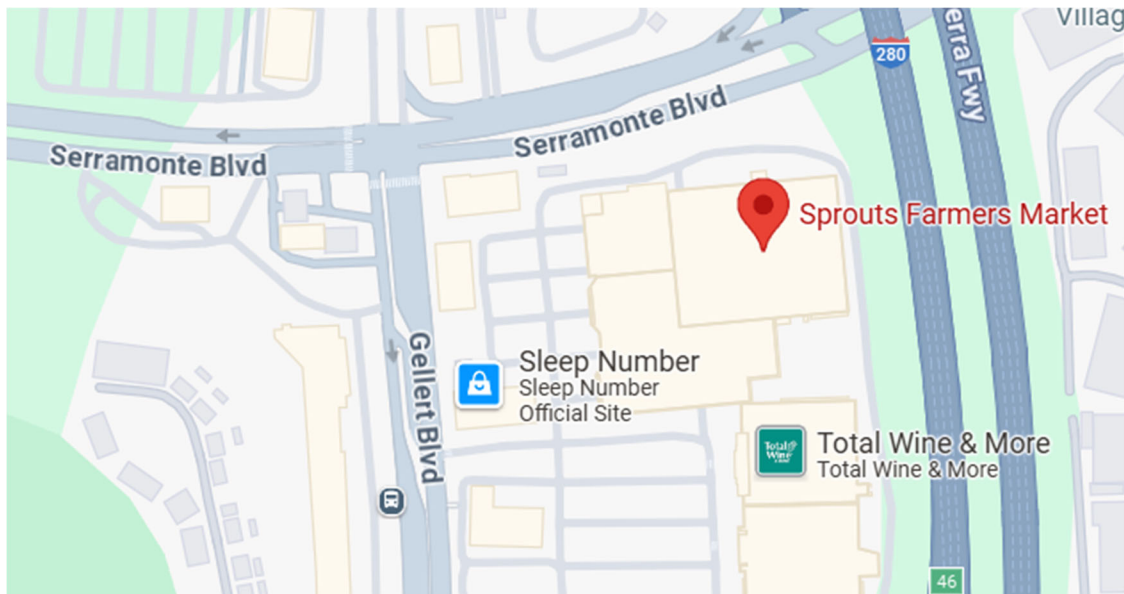
Attachments

Attachment A – Site Location

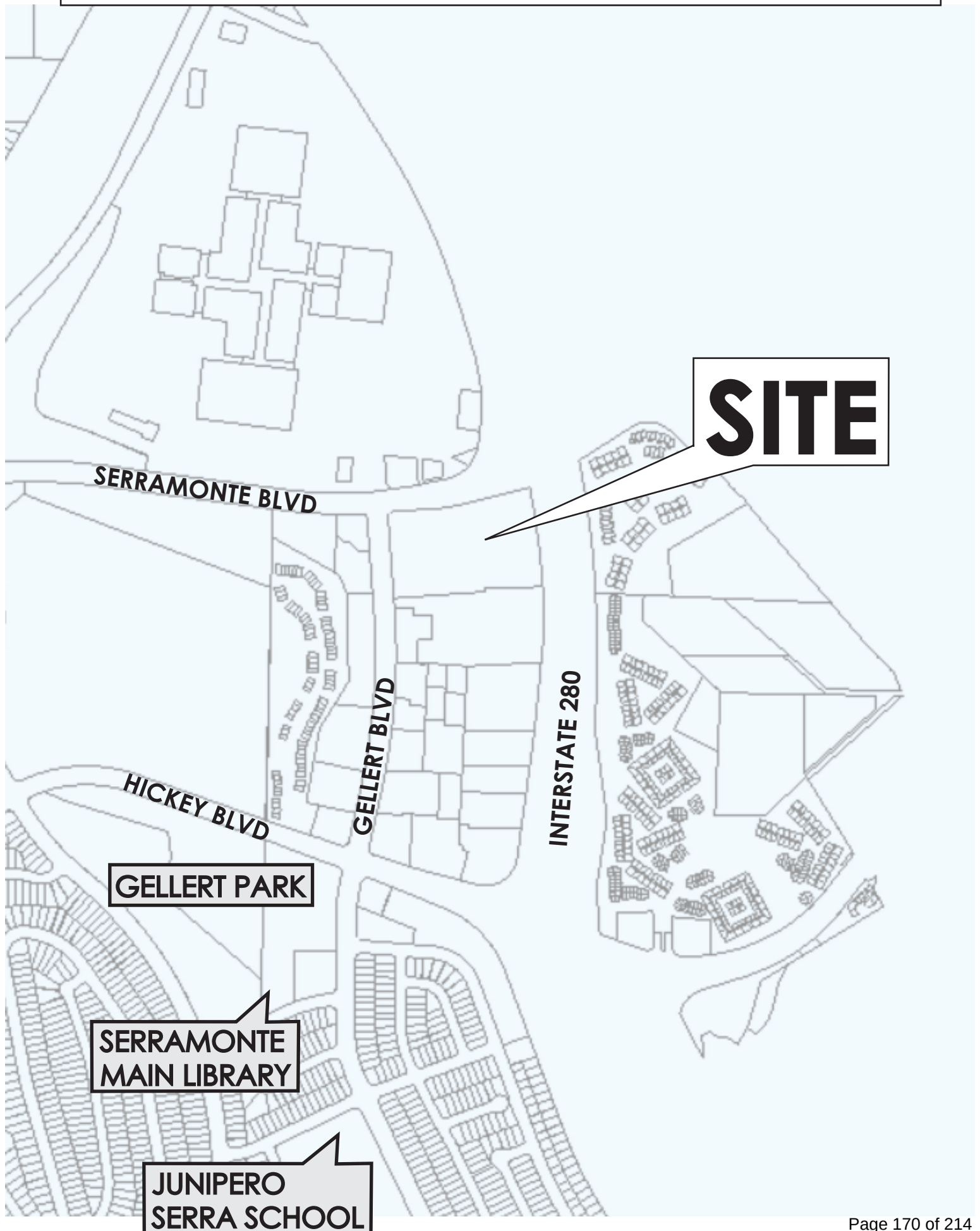
Attachment B – Uses that Attract or Serve Youth

Attachment C – Existing Establishments Selling Alcoholic Beverages for Off-Site Consumption

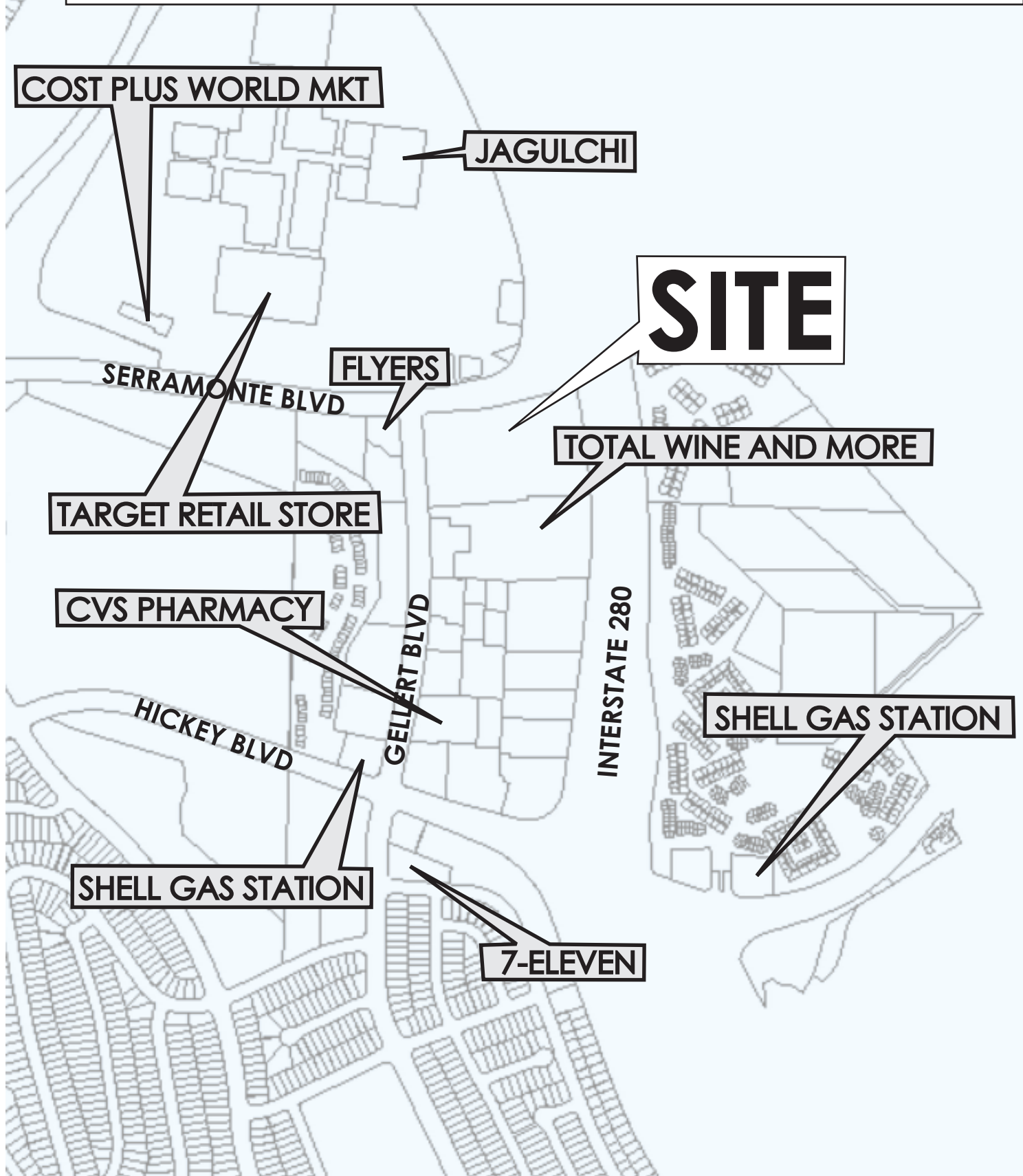
SITE LOCATION



USES THAT ATTRACT OR SERVE YOUTH



EXISTING ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION





City Council Meeting Agenda Report

Item # _____

Meeting Date: January 27, 2025

Subject: Parcel Map PM-05-23-016239, Use Permit UPR-05-23-016240, and Design Review DR-05-23-016241 - Subdivision and Construction of Two Duplex Condominiums with Accessory Dwelling Units at 1645 Edgeworth Avenue

Recommended Action

Approve the Subdivision Parcel Map PM-05-23-016239, Use Permit UPR-05-23-016240, and Design Review DR-05-23-016241, for the subdivision of a single parcel into two parcels and construction of two residential buildings comprised of two condominium units on each new lot and one accessory dwelling unit each.

Planning Commission Discussion

On December 3, 2024, the Planning Commission voted 4-0 (Commissioner Faapuaa absent) to recommend that the City Council approve the project. The Planning Commissioners asked about the parking provided by the project. Staff noted that due to state law AB 2097 parking is not required due to project located with ½ mile of high-quality transit (Colma Bart Station). However, the applicant is providing eight parking spaces for the duplexes. ADUs do not require parking. Planning Commissioner Satorre asked if the applicant was applying for density bonus. Staff responded that this is not a density bonus project which requires the provision of low-income housing to obtain density bonus credits. The applicant is developing six market rate condominium units. The Commissioners expressed support for the project noting the aesthetic design and accessibility of the buildings, and they welcomed the additional housing for the community.

Background

The applicant, John Britton, is requesting to subdivide a single parcel into two parcels and construct two, three-story (approximately 31'-5" in height), residential buildings comprised of two condominium units and one accessory dwelling unit on each lot (six units total). The proposed subdivision map would result in each building being situated on individual parcels and a transfer to property encompassing 620 square feet to the property owner at 1668 Bryant Street (see Attachment A – Site Location). The proposed condominium buildings would consist of approximately 2,000 square feet of habitable area each, including the garage (see attachment B – Project Description).

This application is like applications that the Planning Commission and City Council approved in 2005 and 2008, although duplexes without ADUs were proposed in those applications. At the applicant's request, the City Council amended the Zoning Ordinance to allow condominium buildings consisting of two or more units in August 2015. The applicant has therefore reapplied to have the units constructed as condominiums instead of duplexes, and with ADUs.

On June 8, 2016, the Planning Commission recommended approval of the project and on June 27, 2016, the City Council approved the project entitlements. Pursuant to the conditions of approval for the project, the applicant had one year to submit building permit plans to the City. The City did not receive a building permit submittal within one year, therefore the applicant was required to submit a new application for the planning entitlement.

The originally approved plans were resubmitted in September of 2023. Subsequently, a new architect began working on the project in February of 2024 and changed the traditional, gabled roof with balconies design to a modern, contemporary building design plan submittal. The new design is more compatible with the existing residential buildings located on the west side of Edgeworth Avenue. As the building is a new architectural design not previously approved, the project requires a Minor Design Review to ensure the new design is compliant with the Sullivan Corridor Specific Plan and Chapter 17.45 – Design Review of the Daly City Municipal Code.

The project, as proposed, requires the following entitlements:

1. Subdivision parcel map of a single parcel into two parcels;
2. Use Permit to allow the construction of two residential buildings comprised of two condominium units and one accessory dwelling unit on each new lot.
3. Design Review approval for the site and building design;

Project Description

The project applicant proposes a subdivision of a single parcel into two parcels and construction of two residential buildings comprised of two condominium units on each new lot and one accessory dwelling unit (ADU) each.

The proposal would subdivide the existing 8,750 square foot lot into two lots fronting Edgeworth Avenue, while transferring the rear 20 feet of the southerly proposed lot to the adjacent parcel where a duplex was constructed in 2005 at 1662 and 1668 Bryant Street. The existing lot provides a 62'-6" street frontage at Edgeworth Avenue, with a depth of 140 feet. The proposed subdivision would result in the two lots directly fronting Edgeworth each measuring 31'-3" feet at their Edgeworth frontage with the southerly lot depths being 120 feet and the northerly lot depth being 140 feet. The southerly lot would be 3,750 square feet in area. The northerly lot would be 4,375 square feet in area. The Tentative map also includes the airspace subdivision for each of the four condominium units proposed (see Attachment C – Tentative Map).

Once subdivided, the applicant would construct two, three-unit condominium buildings on each lot, for a total of six units. Each of the new lots will be developed into a three-unit building, three stories (31'-5" in height) with 2 interior garage parking spaces for each building and 2 driveway parking space for each building for a total of 8 on-site parking spaces. Each building will consist of a one bedroom, one bathroom first floor unit of 700sf, a three bedroom, three-bathroom second floor unit of 1,640sf, and a three bedroom, three-bathroom third floor unit of 1,510sf. Each unit will have a rear yard deck with access to a +1,400 sf of rear yard. The third-floor units will also have two private decks of 100sf each along the front façade (see Attachment D - Project Plans).

Use Permit

The applicant is required obtain a use permit pursuant to Chapter 17.37 – Condominiums and Condominium Conversions, which requires the permit for any condominium project. Also, the proposed condominiums are located within the Sullivan Corridor Specific Plan area, which

designates the subject property as Residential Retail Commercial (C-R/R). Medium-low density residential uses, such as those proposed, are allowed within the Residential Retail Commercial designation subject to use permit approval.

The Zoning Ordinance requires a use permit for the condominium approval, and requires the Planning Commission and City Council to make the following findings:

1. The condominium project will not have a detrimental effect on sound community planning, the economic, ecological, cultural and aesthetic qualities of the community, and on public health, safety and general welfare;
2. The overall impact on schools, parks, utilities, neighborhood streets, traffic, parking and other community facilities and resources will not be detrimental;
3. That tenants over the twelve months preceding the filing of any application required for a conversion shall not have been encouraged to vacate in order to bring about the conversion.

For reasons discussed in this staff report, staff is recommending that the City Council adopt the first two findings. The applicant has not applied to convert any existing apartment to a condominium and therefore the third finding does not apply.

As part of the Sullivan Corridor Specific Plan area, the Residential Retail Commercial designation is characterized by mixed-uses within the same building and has been utilized to date primarily for development with retail uses on the ground floor and single or multifamily residential uses above. This area is planned to contain existing residential units; existing residential structures converted to commercial uses; residential live-work units; new in-fill residential, office and commercial structures, and similar compatible uses.

The Sullivan Corridor Specific Plan includes objectives and policies that would support the proposed project. Sullivan Corridor Land Use Objective 2.5 encourages additional residential development that reinforces the existing neighborhood, and which is within walking distance of the Colma BART Station; Policy 8 supports residential and mixed-use projects between Pierce Street and Washington Street. The area should remain a viable residential neighborhood with appropriate scale and character, while allowing gradual commercial infill development.

As new in-fill residential development, the subject project would be compatible with the Sullivan Corridor Specific Plan. The Colma BART Station is less than a half-mile from the subject site and the SamTrans bus route runs along Washington Street. Single-family homes, commercial services uses, and plant nurseries front the subject block face. As a predominantly residential neighborhood with an assortment of agricultural and industrial uses (i.e. greenhouses, auto repair, Republic Services, etc.) in the immediate vicinity, a residential development would be most appropriate for the site.

Minor Subdivision/ Site Design

The subject site is presently vacant, with an insignificant slope decline running from southwest to northeast and is accessible from Edgeworth Avenue (an existing improved public right-of-way). Per

the zoning code, the proposed lots meet the 25' minimum lot width and 2,500 square feet minimum lot area standards.

Each of the 37-foot-tall duplex buildings is built to a zero-lot line and meets all applicable setbacks requirements. The proposed front yard setback is 18 feet, while the rear yard setback is 20 feet minimum. As proposed, the project is consistent with the development regulations set forth by the Sullivan Corridor Specific Plan, which allow up to 8,125 square feet of building area based on the proposed site size (a maximum 1.0 Floor Area Ratio is required). The applicant has proposed 8,000 square feet of habitable area, not included the area adjacent to and behind the garage for each building, which are open to each backyard.

The project site plan identifies the provision of an improved yard at the rear of each duplex which would be accessible to duplex occupants. Yard sizes are 837 square feet and 1,672 square feet for the southerly and northerly duplex, respectively.

Building Design

The proposed building design underwent staff review for compliance with the Sullivan Corridor Specific Plan and Daly City's Municipal Code Chapter 17.45 – Design Review standards.

The Sullivan Corridor Specific Plan places strong emphasis on architectural quality, specifically requiring interesting building façades, well-defined entrances to buildings, and the maintenance of a residential character and scale for in-fill projects. Uninteresting building facades, with “overly defensive” design elements (e.g., obscured doorways, minimal windows, etc.), are not allowed.

Through the initial project applications, staff worked with the applicant's architect to develop an architectural concept for the buildings that would be consistent with the design requirements set forth by the Specific Plan. The architect proposed building design is a modern, contemporary design but incorporates key architectural elements found on residential buildings in the adjacent neighborhood. These elements include an accentuated front stairway and entry, porches, combination stucco, horizontal siding and vertical stained wood batten siding, and horizontal roofs. The second floor is recessed ten (10) feet from the first floor, as required by the Specific Plan and Residential Design Guidelines.

Staff worked with the applicant to refine the building architectural concept with the project architect, and conformance with Design Review standards incorporating decks to provide a setback from the second and third floors, introduce horizontal trim as a visual separation between floors, and adds a variety of exterior materials, and color variation, to reduce the bulk and mass appearance of the home. The side elevations incorporate siding and banding to add visual interest at these elevations.

Landscaping

The project includes a landscape plan for the front and back yards, which incorporates a variety of proposed box specimen trees (California buckeye, marina strawberry) and shrubs/perennials (California lilac, cape rush, carmel sur and majestic purple lily grass and leonotis leonurus). The plants and trees will be accessed by permeable walkways to the landscaped areas in the backyard. Staff is satisfied and supports the proposed landscape plan design, as it provides a variety of plants and trees in landscaped areas with accessible, permeable walkways for the condominium owners to

access the open space backyard areas and well as planter boxes located in the front driveway areas (attachment D – Project Plans).

Parking and Circulation

The Daly City zoning regulations require two parking spaces be provided for each condominium unit; however, the applicant is not required to provide parking because the project meets the criteria for a parking exemption under Assembly Bill (AB) 2097, due to the project site's location within a ½ mile of high-quality transit. The project site is located within .43 miles of the Colma Bart Station.

Despite the parking exemption, the applicant will provide one car garage parking space for each condominium unit on the ground floor, for a total of four garages spaces. Additionally, the applicant has designed driveways of sufficient length to accommodate one additional space per unit, for a total of 8 on-site parking spaces. Permeable pavers will be used for all driveway surfaces.

Zoning Ordinance and General Plan Consistency

The site is zoned Commercial Retail Residential (C-R/R) by the Sullivan Corridor Specific Plan and designated Commercial Mixed-Use (C-MU) by the General Plan. This C-R/R zoning and C-MU land use designation allow residential condominium buildings, subject to tentative subdivision map, use permit, and design review approval. As discussed previously, the C-R/R zone requires a use permit for Residential Medium-Low density residential development.

Because the Sullivan Corridor Specific Plan requires a use permit for Residential Medium-Low density residential development, staff has used the density parameters of the Residential Medium-Low General Plan land use designation, which allows between 14.5 and 20 dwelling units per acre, to determine the number of units allowed on the subject site. Using the density parameters prescribed by the Residential Medium-Low General Plan designation, up to four dwelling units could be constructed on the property given the subject parcel size and maximum 20 dwelling units per acre net density allowed on the 8,125 square foot parcel.

Aside from the Housing Element, the General Plan infill housing in existing neighborhoods on underutilized sites, where residential development represents the highest and best use, and where public infrastructure exists to support the intensity of the proposed development. The subject site is situated adjacent to future single-family homes, duplexes, and other residential mixed uses. Residential development is the highest and best use for the subject property given its size and shape, and adjacent uses.

Subdivision Requirements

Pursuant to Section 66474 of the Subdivision Map Act, a legislative body of a city or county may approve a parcel map if it makes the following findings:

1. The proposed subdivision and/or design or improvement must be consistent with applicable general and specific plans.
 - Using the density parameters prescribed by the Residential Medium-Low General Plan designation, up to four dwelling units could be constructed on the property given the subject

- parcel size and maximum 20 dwelling units per acre net density allowed on the 8,125 square foot parcel.
2. The site must be physically suitable for the type and density of the proposed subdivision.
 - Within the subject area, there are predominantly single-family residential dwellings. The parcels are in a fully urbanized area with all public services capable of being extended to the new lots.
 3. The design of the proposed subdivision or improvements must not cause substantial environmental damage or injure fish or wildlife or their habitat.
 - Staff has determined that the proposed subdivision will not cause significant environmental damage or injure fish, wildlife, or their habitat. The proposed project would be constructed in a fully urbanized area. A Categorical Exemption per CEQA was prepared.
 4. The design of the proposed subdivision must not cause serious public health problems.
 - The construction of duplexes on this site must meet Building Code requirements, which set minimum safety standards for new construction. Other City and State regulations will assure that public health is not at risk.
 5. The design of the proposed subdivision or improvements must not conflict with any easements, acquired by the public at large, for access through or use of property within the proposed subdivision.
 - As mentioned earlier, access to the proposed new lots and utilities for the lots would be available directly from the Edgeworth Avenue right-of-way. No structures of any kind will be built over the easement. Where necessary, permits for utility connections for the newly created lots would be obtained in Daly City.

Utility Providers

The parcel is in a fully urbanized area with all public services capable of being extended to the new lots. Utilities to serve the project are in place within the Edgeworth Avenue public right-of-way and have the capacity to accommodate additional units. These include electrical, water, sewer, and the availability of telephone service and access to public streets.

<i>Utility</i>	<i>Provider</i>
Sanitary Sewers	North County Sanitation District
Gas & Electric	PG&E
Telephone	Pacific Bell
Cable Television	RCN Cablevision
Fire/Police Protection, Storm Drains, Water	Daly City/Cal Water

Fiscal Analysis and Impacts

The construction of four condominium units will add an incremental demand for City services. Prior to project completion, the project applicant will be required to pay park in-lieu fees as required by Parkland Dedications Ordinance, building permit, plan check, affordable housing, and AB 1600 fees to the City. Upon sale of the residential properties, the future owners will pay property tax to the County, a portion of which will be distributed to the City.

Environmental Assessment

The proposed project is Categorically Exempt per CEQA Guidelines Section 15332: In-Fill Development Projects.

Findings

The Planning Commission has found that, as conditioned, the approval of Minor Subdivision SUB-04-16-12018, Use Permit UPR-04-16-12019, and Design Review DR-04-16-12020 would be in compliance with all applicable provisions of Title 16 (Subdivisions) and Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed project will not be detrimental to the health, safety, morals, comfort and general welfare of persons residing in or working in the neighborhood or be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the City. Staff recommends that the City Council make the following 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 Planning Commission conducted a public hearing on December 3, 2024; notice of said hearing was published in a newspaper of general circulation on November 23, 2024, and by posting and first-class mailing to property owners within 300 feet.
2. Staff has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined that it is Categorically Exempt per CEQA Guidelines Section 15332: In-Fill Development Project. Staff has determined, based on the findings specified herein, that the proposed project would have no significant detrimental effect on the environment.
3. The proposed subdivision, together with any provisions for its improvement, is consistent with the objectives, policies, and general land uses as outlined in the Daly City General Plan. More specifically, applying the density parameters prescribed by the Residential Medium-Low General Plan designation, up to four dwelling units could be constructed on the property given the subject parcel size and maximum 20 dwelling units per acre net density allowed on the 8,125 square foot parcel. The proposed land use conforms to Objective 6 in the General Plan Land Use Element, which states that, a pattern of variety in residential densities; types and tenure should be maintained in order to provide housing opportunities.
4. The site is physically suitable for the type and density of the proposed subdivision. Within the subject area, there are predominantly single-family residential dwellings. The parcels are in a fully urbanized area with all public services capable of being extended to the new lots.

5. Pursuant to standards set by the California Environmental Quality Act, staff has the determined that the proposed subdivision will not cause significant environmental damage or injure fish, wildlife, or their habitat. The proposed project would be constructed in a fully urbanized area.
6. The design of the proposed subdivision and related improvements will not conflict with any easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. Access to the proposed new lots and utilities for the lots would be available directly from the Edgeworth Avenue right-of-way.
7. The newly created lots are physically suitable for both the type and density of the proposed development.
8. The design of the condominium buildings would be required to meet all health and safety requirements of the Uniform Building Code and will not cause serious public health problems.
9. The design of the project will not conflict with any easements, acquired by the public at large, for access through or use of property within the proposed subdivision.
10. Utilities to serve the project are in place within the Edgeworth Avenue public right-of-way and have the capacity to accommodate additional units. These include electrical, water, sewer, and the availability of telephone service and access to public streets.
11. General site considerations, including site layout, open space and topography, orientation and location of buildings, vehicular access, circulation and parking, setbacks, heights, walls, fences, public safety and similar elements have been designed to provide a desirable environment.
12. General architectural considerations, including the character, scale and quality of the design, the architectural relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and signing and similar elements have been incorporated in order to insure the compatibility of this development with its design concept and the character of other adjacent buildings.
13. The condominium project will not have a detrimental effect on sound community planning, the economic, ecological, cultural and aesthetic qualities of the community, and on public health, safety and general welfare.
14. The overall impact on schools, parks, utilities, neighborhood streets, traffic, parking and other community facilities and resources will not be detrimental.

Conditions of Approval

The Planning Commission recommends the City Council approve the Minor Subdivision SUB-04-16-12018, Use Permit UPR-04-16-12019, and Design Review DR-04-16-12020, subject to the following conditions and Daly City General Conditions of Approval. Minor deviations from the

conditions of approval may be approved by the Planning Division. Significant deviations will require review and approval by the Planning Commission and City Council.

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. The minor subdivision shall be valid only in conjunction with detailed plans submitted and approved by the City Council. Any modifications required due to the Conditions of Approval and changes to the plans shall be treated as an amendment and shall be subject to review by a Council Committee appointed by the Mayor.
2. All technical corrections or modifications required by the City Engineer shall be incorporated into the Final maps, and all applicable fees paid prior to approval for recordation.
3. The minor subdivision shall conform to the City Standards Conditions for Minor Subdivisions.
4. The minor subdivision and use permit shall be valid for a period of two years from the date of City Council approval. The subdivision shall lapse if the parcel map is not recorded within two years.
5. The applicant shall pay park-in-lieu fees, in compliance with DCMC Chapter 16.30 Parkland Dedications. Per DCMC Section 16.30.040.A, the required dedication in this specific case is 0.238 acres. Per DCMC Section 16.30.060, the in-lieu fee shall be based upon said dedication requirement. Per DCMC Section 16.30.090, in-lieu fees are required to be paid to the City of Daly City, prior to approval of the Final Map. The project is subject to full compliance with DCMC Chapter 16.30 Parkland Dedications.

Building Design

6. Prior to the issuance of building permits the texture and color of the front elevation veneer will be approved by the Planning Division.
7. Prior to the issuance of building permits the specific garage doors to be used in the project will be approved by the Planning Division.

Landscaping

8. The applicant shall provide substantial, high-quality landscaping. The use of flowering plants and trees shall be used to reinforce the visual character of the area.
9. Landscaping shall be low-maintenance, drought-resistant and adaptive to Daly City climate. A full landscape plan should be submitted and subject to review by the Planning Division.
10. The applicant shall install pervious pavers at the driveways and shall provide a manufacturer cut-sheet for the pavers prior to building permit issuance.

B. BUILDING DIVISION

11. The applicant shall supply a code complying emergency egress window or door at the second-floor master bedroom (California Building Code Section 310.4). Said bedroom window or door shall open directly into a public street, public alley, yard or exit court. The sliding door opens under a terrace. The single hung windows lack the required size. Neither complies, but one or the other must.
12. Projections at the front of the building located where openings are not permitted (within the three-foot side setback area) shall be full one hour fire rating, heavy timber construction, provided with one hour fire rated walls at the property line to ground, or must be eliminated (California Building Code Section 705).
13. Hours of operation for all construction work associated with the subject project shall be 8:00 a.m. to 5:30 p.m., Monday through Friday. There will be no start-up of machines or equipment, no delivery of materials or equipment, and no cleaning or servicing of machines or equipment prior to 7:30 a.m. or after 6:00 p.m. Additionally, there will be no construction work, deliveries, and servicing of the machines and equipment between 6:00 p.m. and 7:30 a.m. and at any time during Saturdays, Sundays and Legal City Holidays. Exceptions to these time restrictions may be granted by the Building Official for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise or conditions that may be unreasonably offensive to neighbors as to constitute a nuisance. The Building Official must be notified and approval given, in writing, in advance of said work.

C. PUBLIC WORKS DEPARTMENT/WATER AND WASTEWATER RESOURCES DEPARTMENT

14. The applicant shall comply with the requirements of the City of Daly City General Conditions of Approval: Use Permits, Variances, Design Reviews, Planned Developments, and Subdivisions, dated December 8, 1999, copy available from Public Works Department.
15. Before filing the final map the subdivider shall provide “will serve” letters from each of the utility agencies.
16. Prior to the request of any building permit, the applicant shall submit improvement plans for City’s review and approval. The plans shall include utility connections and shall indicate replacement of curb, gutter and sidewalk across the entire frontage of each lot. The applicant shall pay any prescribed fees applicable for such a review.
17. The applicant shall submit site and utility plans including streets, sidewalks and parking facilities.
18. The applicant shall minimize impact on street traffic during construction. Pedestrian and vehicular safety shall be maintained.

19. All new utility service connections including electrical/telecommunication services shall be through underground conduits. There shall be no aerial service drop.
20. As part of the construction of the new driveways, the applicant shall replace in its entirety the existing sidewalk fronting the new lots.
21. Each unit shall have separate service laterals. The applicant shall abandon the existing water and sewer service laterals per Daly City standards.
22. On-site drainage detention shall be provided to limit the rate of flow to the public drainage system at a rate not exceeding the flow from the undeveloped site condition. The detention facility shall be designed for a minimum 10 years frequency, two-hour duration storm. The storm water runoff from each lot shall be discharged to the street gutters through pipes under the sidewalk at a rate not exceeding predevelopment rate.

D. FIRE DEPARTMENT

23. Prior to Final Map recordation, the applicant shall paint a red curb along the sides of the entire length of the easement leading to the subject parcels.
24. Prior to occupancy, the applicant shall install a fire sprinkler system in Lot F per NFPA 13D. All permits and inspections must be accomplished through San Francisco Fire Dept. SFFD must approve any installed system. DCFD requirements and amendments will not apply.

Recommendation

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

1. Adopt the Findings as outlined herein;
2. Affirm the Environmental Assessment;
3. Approve Minor Subdivision PM-05-23-016239, Use Permit UPR-05-23-016240, and Design Review DR-05-23-016241, as conditioned herein.

Staff is available to provide any additional information desired by the City Council.

Respectfully submitted,



Sam Fielding
Associate Planner



Tatum Mothershead
Director of Economic and Community
Development

Attachments

Attachment A – Location Map
Attachment B – Project Description
Attachment C – Tentative Map
Attachment D – Project Plans

[illegible]

Project description for 1645 Edgeworth Avenue:

The proposed scope of work will be to divide the existing lot, with a width of 62'-6", into two lots each measuring 31'-3" along the Edgeworth frontage. Each of the new lots will be developed into a three-unit building, three stories in height with 2 interior garage parking spaces. Each building will consist of a one bedroom / one bathroom first floor unit of 700sf, a three bedroom / three-bathroom second floor unit of 1,640sf, and a three bedroom / three-bathroom third floor unit of 1,510sf. Each unit will have a rear yard deck with access to a +1,400sf rear yard. The third-floor units will also have two private decks of 100sf each along the front façade.

1. All construction to conform to all current building, electrical, mechanical, and plumbing codes:
 - 2022 California Building Code
 - 2022 California Electrical Code
 - 2022 California Energy Code
 - 2022 California Fire Code
 - 2022 California Green Building Standards Code
 - 2022 California Mechanical Code
 - 2022 California Plumbing Code
 - 2022 California Residential Code
 - Daly City Municipal Code
- Permits: Contractor shall obtain and pay for the Electrical, Plumbing, and all other permits etc. required by the governing authorities for the scope limited to only the work in the Architect's Drawings. All other work noted NIC (Not In Contract) is by others (Owner and Architect will obtain and pay for the General Building Permit).
2. The Contractor assumes sole and complete responsibility for the job site conditions at ALL times. The Contractor shall isolate the areas of the house that are not included in the scope of work for the project by using double zip walls between non-working and working areas, providing means and instructions to subcontractors preventing workers from traveling through non-working areas, and security locking these areas if applicable. Areas involved in the scope of work shall be kept in an orderly fashion, debris removed daily and broom swept daily. A portable bathroom and washing facility shall be provided on site and maintained by the Contractor. Smoking will not be permitted on site.
3. The Contractor shall protect all existing plant and landscape materials not intended to be removed. The rear yard shall not be used for staging of materials unless allowed by the Owner.
4. Contractor shall examine and verify existing conditions of the job site. Any discrepancy between drawings and existing conditions shall be recorded and reported with a submittal copy to the Architect for resolution prior to the commencement of work.
5. The contractor will notify the Architect about any condition requiring a modification or change and will not proceed with any change to the Work without the approval of Owner and Architect.
6. The Contractor shall provide submittals, shop drawings, and mock ups for approval to the owner and architect as indicated in the drawings.
7. The Contractor shall coordinate completion and clean up of work in preparation for final occupancy.
8. All penetrations of the building envelope shall be fully caulked and sealed unless otherwise noted. Contractor to insure waterproof conditions, including but not limited to all new roofing, doors and windows.
9. Grindlines at exterior walls are located as noted on plans. All interior dimensions are shown to the face of stud, unless otherwise noted.
10. Refer to Structural (Electrical, and Plumbing if applicable) drawings for additional general notes and requirements and coordinate with the Architectural Drawings.
11. DO NOT SCALE THE DRAWINGS. The contractor shall contact the Architect for clarification of dimensions.
12. Verify all dimensions in the field.
13. The Contractor and framing sub-contractor shall mark the crown of each framing member and frame the walls with the crown of the studs each facing the same way
14. All appliances shall be seismically anchored per UMC 304.4 specifications, and shall have adequate volume of combustion air per UMC 701.2.
15. Use manufacturer's standard detail for all flashing unless otherwise noted.
16. Contractor to install waterproofing and drainage under all new concrete slabs/retaining walls per structural requirements (see drawings), and architectural drawings.
17. Structural observation shall be required by the Architect or Engineer of Record for structural conformance to the approved plans per Sec. 1702 CBC.

1. All utilities (but not limited to the following: gas, electric, water, sewer, etc.) shall be inspected for existing and new capacity and modified as required to meet codes per Architectural note #1 above.
2. Provide 2-min separate 20 amp circuits to kitchen appliances per CEC 220.4.
3. Provide 2-min separate 20 amp circuits to laundry appliances per CEC 220.4.
4. All clothes closet lamps shall be enclosed if incandescent and light fixture clearances shall conform to CEC 608.
5. Smoke and CO2 detectors shall be powered by building wiring current with battery backup CBC 310.9.1
6. Provide a smoke detector for each story and within each bedroom. Where non-bedroom ceiling heights exceed the hall ceiling height by more than 2 feet, additional detectors are required in each room per CBC 310.9.1
7. Electric floor mat heat in the bathroom shall meet the requirements of CEC 151(b)3 Exception. Supplemental heating shall be less than 2kW and controlled by a time-limiting device not exceeding 30 minutes

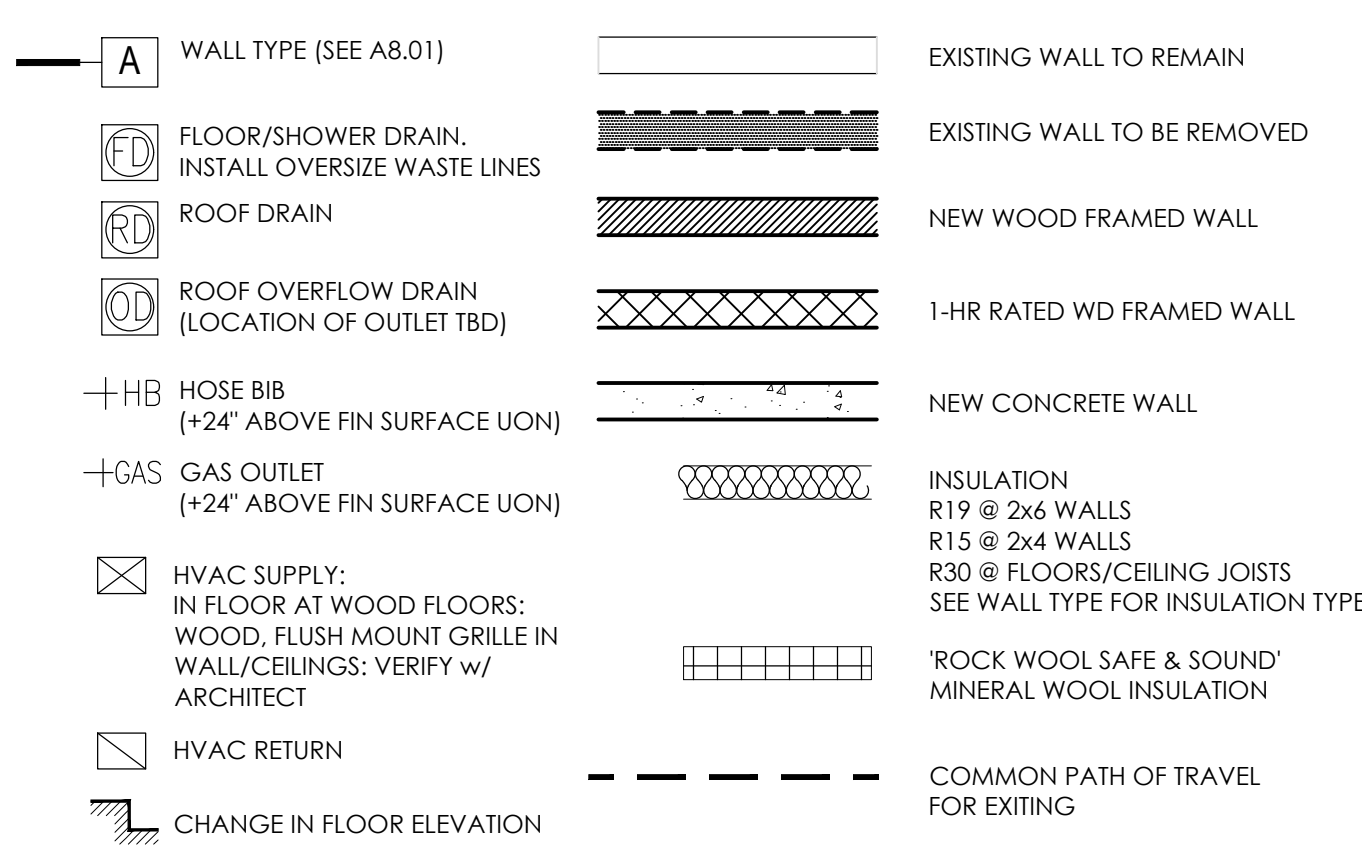
1. All plumbing vents shall be joined as often as possible into one main vent stack and roof penetration
2. Provide non-removable backflow prevention device on all exterior hose bibs, and lawn sprinkler/irrigation systems per CPC 608.
3. Base materials below all shower pans to be sloped toward indicated drains as per UPC Section 410.5.
4. If conventional water heater tank is used, provide seismic anchorage for new and/or existing water heater tanks per CPC 510.5. Strapping shall be at points within the upper one-third and lower one-third of its vertical dimensions. At the sub-point, a minimum distance of four inches shall be maintained above the controls with the strapping.
5. Contractor and sub-contractor are to evaluate the condition and location of the existing plumbing lines from the house to the street main and determine a location to tie into the main line. Also, the need for a lift pump will have to be determined.
6. Contractor is to note that it may be necessary to (depending on actual field elevations of pertinent items) to provide an approved backwater valve for drain piping serving fixtures having fluid level rims below the elevation of next upstream manhole cover.
7. Hammer arresting device shall be installed at quick-acting valves per CBC 609.10.
8. Coordinate space requirements and installation of mechanical, electrical and plumbing items that are indicated diagrammatically on Drawings.
- 8.1. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

1. Gas vent terminations shall meet the requirements of CMC 802.6.
2. Combustion air shall meet the requirements of CMC Chapter 7.
3. Environmental air ducts shall terminate 3 feet from the property line, 3 feet from openings into the building, and 10 feet above a public walkway per CMC 502.2.1 and provide with back-draft dampers per CMC 504.1.1.
4. Domestic range hood vents shall meet the requirements of CMC 504.3 and comply with CMC Table 403.7 and the California Energy Code.
5. All interior spaces intended for human occupancy shall be provided with space heating per CBC 1203.1.
6. Clothes dryer exhaust shall be a minimum 4 inches, terminate to the outside of the building, shall be equipped with a back-draft damper, and meet the requirements of CMC 504.4. Provide 100 sq. inch minimum make-up air opening for domestic dryers.
7. Steel ducts not less than 0.019 inch in thickness and have no openings in garage per CBC 406.3.2.2
8. Lighting shall be high-efficacy and comply with the lighting control requirements of CEC 150.0(k).
9. Maintain rated separation between dwelling units per CBC 420.3 (horizontal) and CBC 420.2 (separation walls).
10. Penetrations through horizontal assemblies shall comply with CBC 717.6.
11. Provide a minimum 200 square inch ventilation outlet in the garage walls or exterior doors.

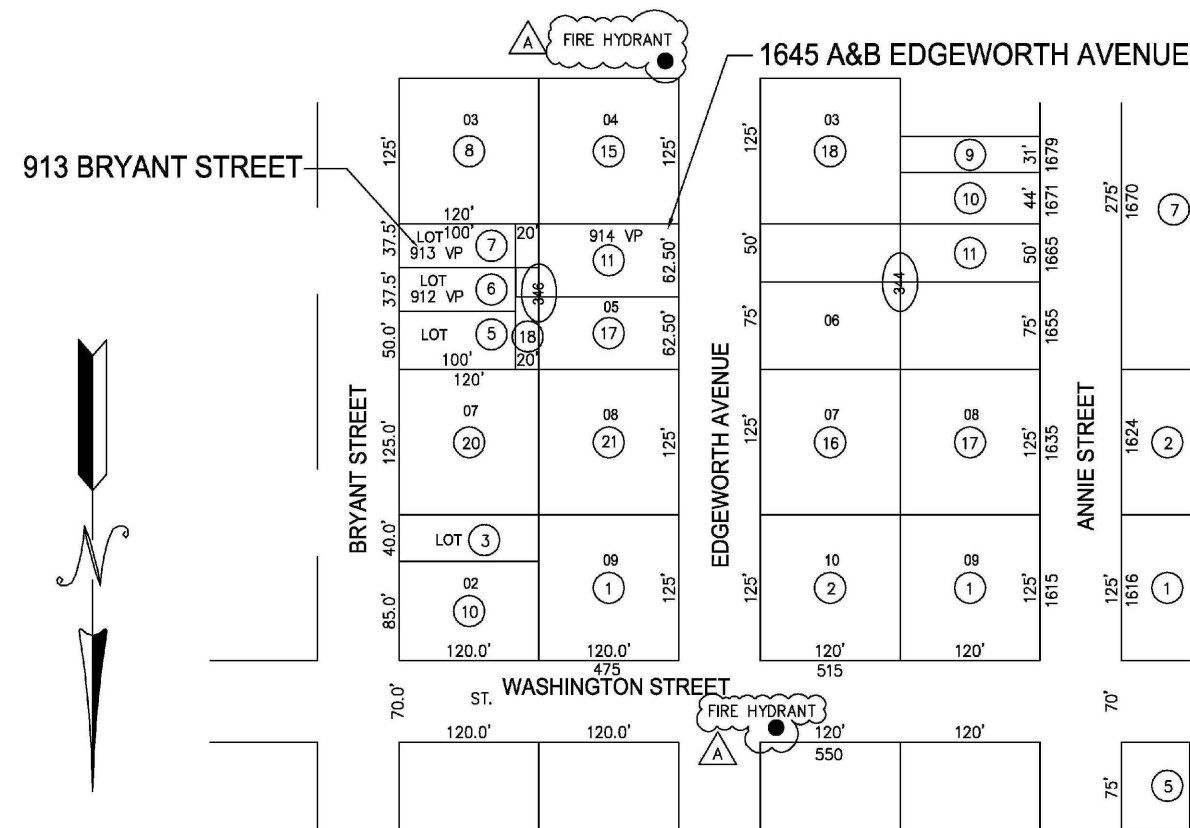
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T1



T1



T1

SHEET NUMBER	SHEET DESCRIPTION
T1	PROJECT INFORMATION, SHEET INDEX, LEGENDS, GENERAL NOTES
T1.01	WATER POLLUTION PREVENTION CONSTRUCTION BMP
T2.01	EXISTING SITE PLAN
T2.02	PROPOSED SITE PLAN
T2.03	IMPERVIOUS VS PERVIOUS AREA SITE PLAN EXHIBIT
T2.04	PLANTING / LANDSCAPE PLAN
A2.01	PROPOSED 1st FLOOR PLANS
A2.02	PROPOSED 2nd FLOOR PLANS
A2.03	PROPOSED 3rd FLOOR PLANS
A2.04	PROPOSED ROOF PLANS
A3.01	PROPOSED EXTERIOR ELEVATIONS
A3.02	PROPOSED EXTERIOR ELEVATIONS
A3.03	PROPOSED EXTERIOR ELEVATIONS
A3.04	PROPOSED EXTERIOR ELEVATIONS
A3.05	PROPOSED BUILDING SECTIONS
A3.06	PROPOSED BUILDING SECTIONS
A3.07	PROPOSED WALL SECTIONS AND DETAILS
A6.01	WINDOW SCHEDULE
A6.02	DOOR SCHEDULE
A8.01	WALL TYPES, CEILING-ROOF TYPES, UTILITY PENETRATION DETAILS
A8.02	ROOF DETAILS
	CIVIL DRAWINGS
C-1	SITE DRAINAGE PLAN AND DETAILS
C-2	SITE DETAILS
C-3	EROSION CONTROL PLAN AND DETAILS

T1

Owner:	WJ Britton and Co. John Britton	Architect:	Jeffrey A. Eade, Architect
Address:	1345 Mission Street San Francisco, CA 94103		407 Crestmont Drive San Francisco, CA 94131 415.606.4414
Project Address:	1645 Edgeworth Avenue Daly City, CA 94015	Structural Engineer:	Atrium Engineering Inc. 2451 Harrison Street San Francisco, CA 94110 415-642-7722
Assessor's Number:	006346110		License: S2994
Zoning:	C-R/R Sullivan Corridor Specific Plan		
Occupancy:	R2		
Construction Type:	VA (3 stories)	General Contractor:	
Sprinkler System:	NFPA 13D Fire Sprinkler System (to be submitted under a separate permit)		

Scope of Work:
 Lot shall be divided into two separate parcels.
 Each parcel proposes the following scope of work:
 1. New three story building with three condominiums

Project is applying under AB 2097 which allows 0 parking spaces if transit qualifies as within 1/2 mile of high quality transit. reference letter attached to permit documents which demonstrates that project meets this criteria.

T1

DRAWING SET:
PERMIT DRAWINGS
SUBMITTALS:

AREA FOR PERMIT STAMPS

PROJECT INFORMATION, SITE PLAN
SHEET INDEX, LEGENDS,
GENERAL NOTES

SCALE	AS NOTED
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DRAFTED BY JAE

CHECKED BY JAE

JOB NAME EDGEWORT

PLOT DATE: 10/02/24

SHEET NO. _____

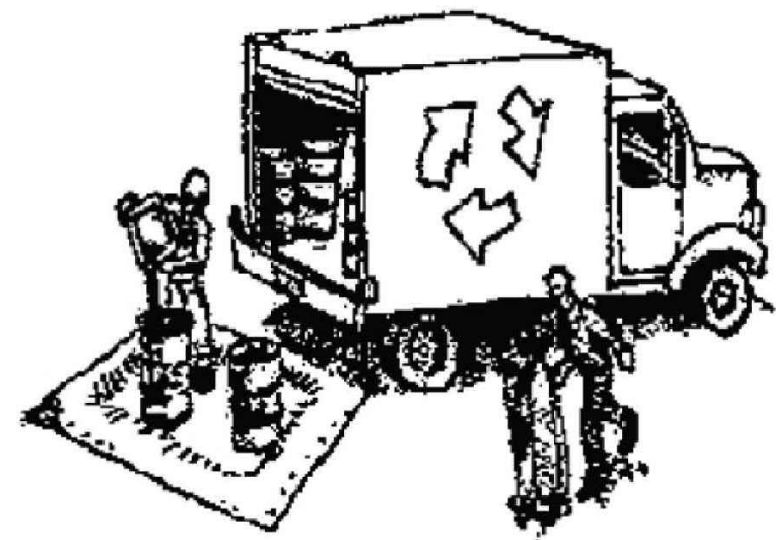
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SHEET SEQUENCE: ## of ##

Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



Non-Hazardous Materials

- ☐ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ☐ Use (but don't overuse) reclaimed water for dust control.

Hazardous Materials

- ☐ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ☐ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ☐ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ☐ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ☐ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ☐ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ☐ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ☐ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ☐ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- ☐ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ☐ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



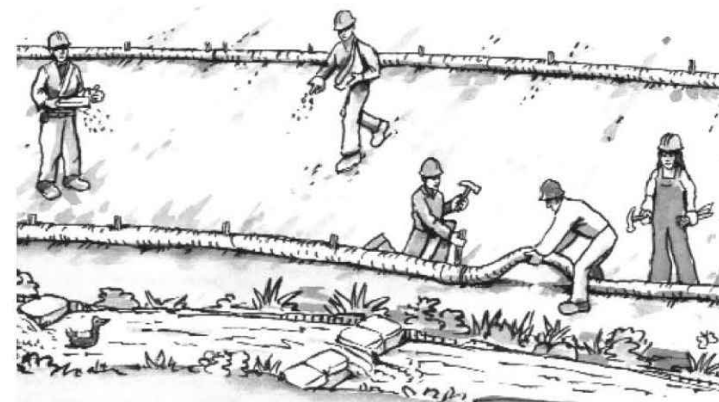
Maintenance and Parking

- ☐ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ☐ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ☐ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ☐ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ☐ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- ☐ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ☐ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ☐ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ☐ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ☐ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ☐ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ☐ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving



- ☐ Schedule grading and excavation work during dry weather.
- ☐ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ☐ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- ☐ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.
- ☐ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ☐ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor.
 - Abandoned underground tanks.
 - Abandoned wells
 - Buried barrels, debris, or trash.

Paving/Asphalt Work



- ☐ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ☐ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ☐ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ☐ Do not use water to wash down fresh asphalt concrete pavement.

Sawcutting & Asphalt/Concrete Removal

- ☐ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ☐ Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ☐ If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



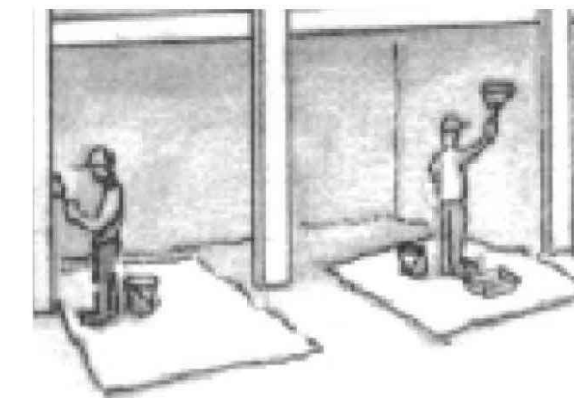
- ☐ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ☐ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- ☐ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

Landscaping



- ☐ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ☐ Stack bagged material on pallets and under cover.
- ☐ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

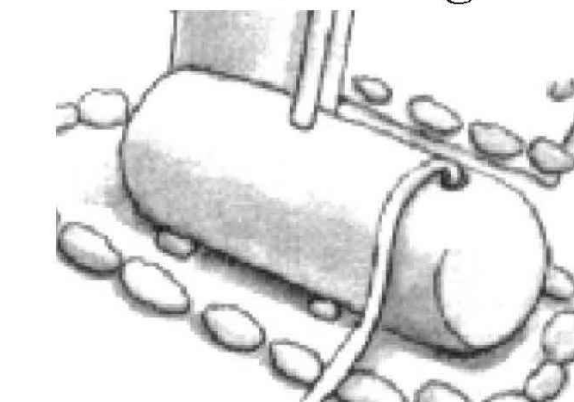
Painting & Paint Removal



Painting Cleanup and Removal

- ☐ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ☐ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ☐ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ☐ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ☐ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering



- ☐ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- ☐ Divert run-on water from offsite away from all disturbed areas.
- ☐ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ☐ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to \$10,000 per day!

1645 Building A &
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DRAWING SET:
PERMIT DRAWINGS
SUBMITTALS:

AREA FOR PERMIT STAMPS

WATER POLLUTION PREVENTION
CONSTRUCTION BEST MANAGEMENT
PRACTICES

SCALE AS NOTED
DRAFTED BY JAE
CHECKED BY JAE
JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO.

T1.01

SHEET SEQUENCE: ## of ##

346

120'-0" PER TENTATIVE MAP

100'-0"

20'-0"

120'-0" PER TENTATIVE MAP

AREA TO BE CORRECTED
PER TENTATIVE MAP

7

APN: 006-346-070
LOT 7

11

SUBJECT PROPERTY
APN: 006-346-110
LOT 11

OUTLINE OF PROPOSED LOT SPLIT
(SEE TENTATIVE MAP)

6

APN: 006-346-060
LOT 6

140'-0"

5

APN: 006-346-050
LOT 5

APN: 006-346-180
LOT 18

18

17

APN: 006-346-170
LOT 17

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SUBMITTALS:

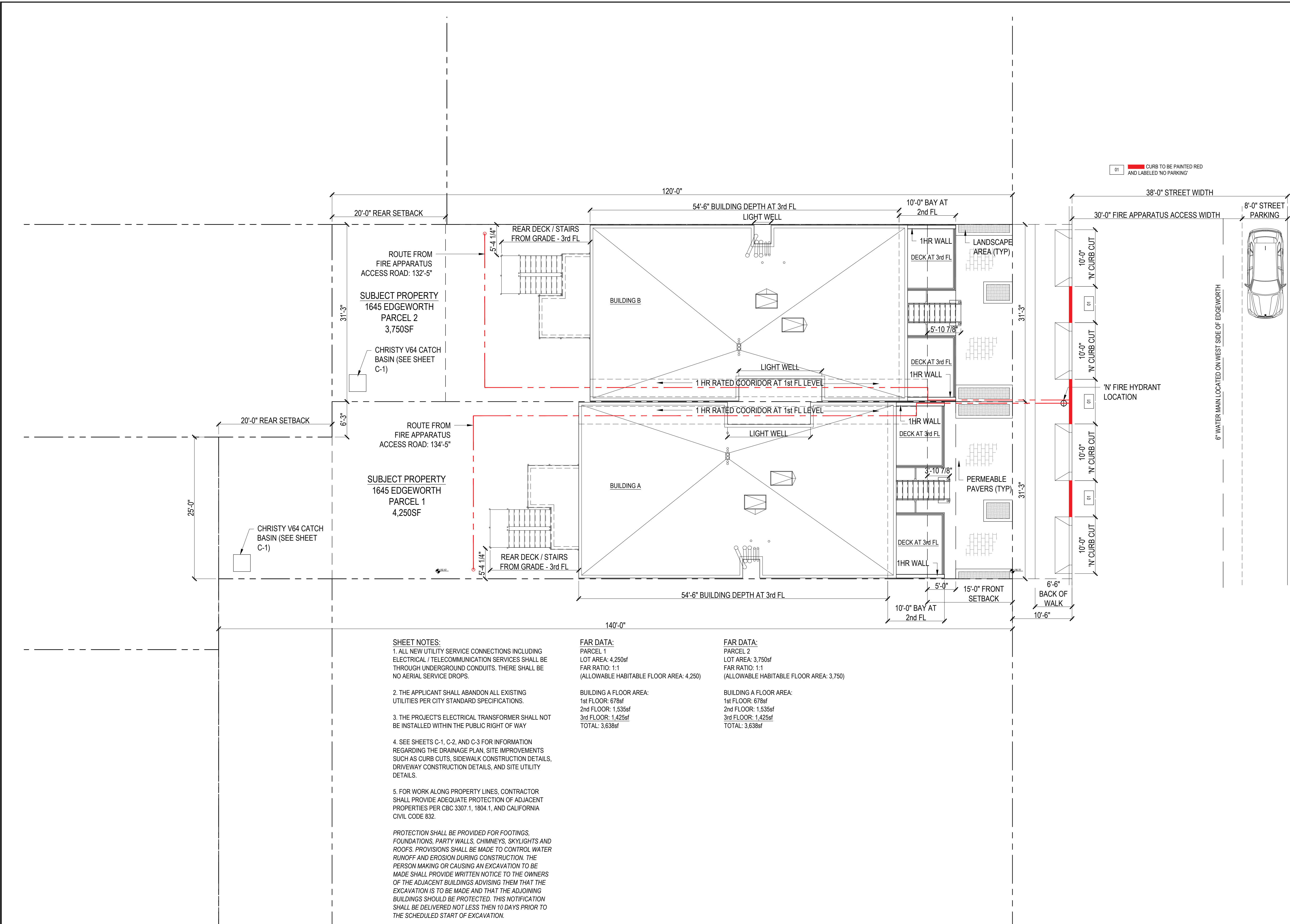
AREA FOR PERMIT STAMPS

EXISTING SITE PLAN
SCALE AS NOTED
DRAFTED BY JAE
CHECKED BY JAE
JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO. T2.01
SHEET SEQUENCE: ## of ##

01 EXISTING SITE PLAN
T2.01

SCALE: 1/8"=1'-0"



01 PROPOSED SITE PLAN
T2 SCALE: 1/8"=1'-0"

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DRAWING SET:
PERMIT DRAWINGS
SUBMITTALS:

AREA FOR PERMIT STAMPS

PROPOSED SITE PLAN

SCALE AS NOTED
DRAFTED BY JAE
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JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO. T2_02
SHEET SEQUENCE: ## of ##

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AREA FOR PERMIT STAMPS

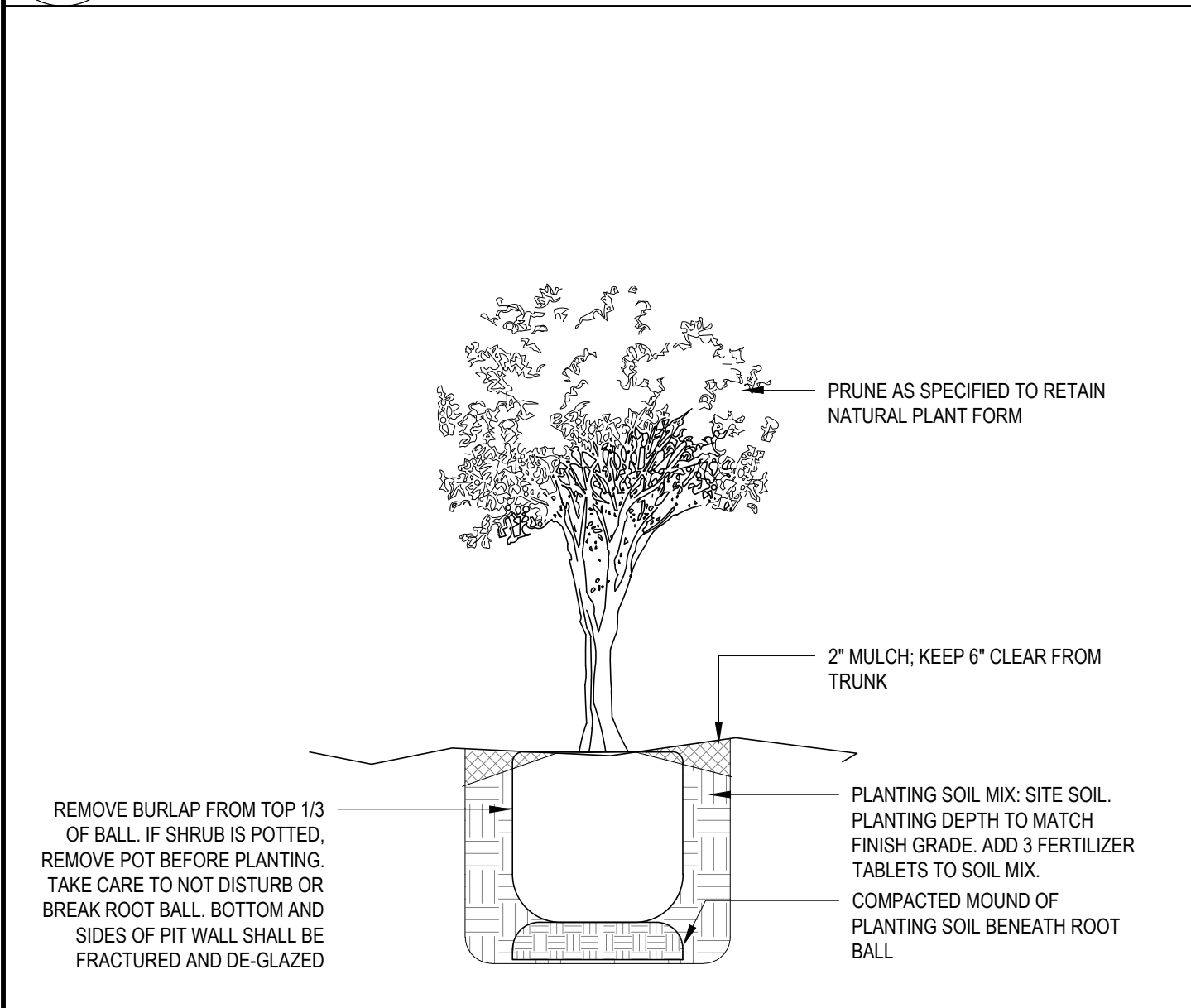
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DOB NAME	EDGEWORTH
PLOT DATE: 10/02/24	

MEET NO. **T2_03**

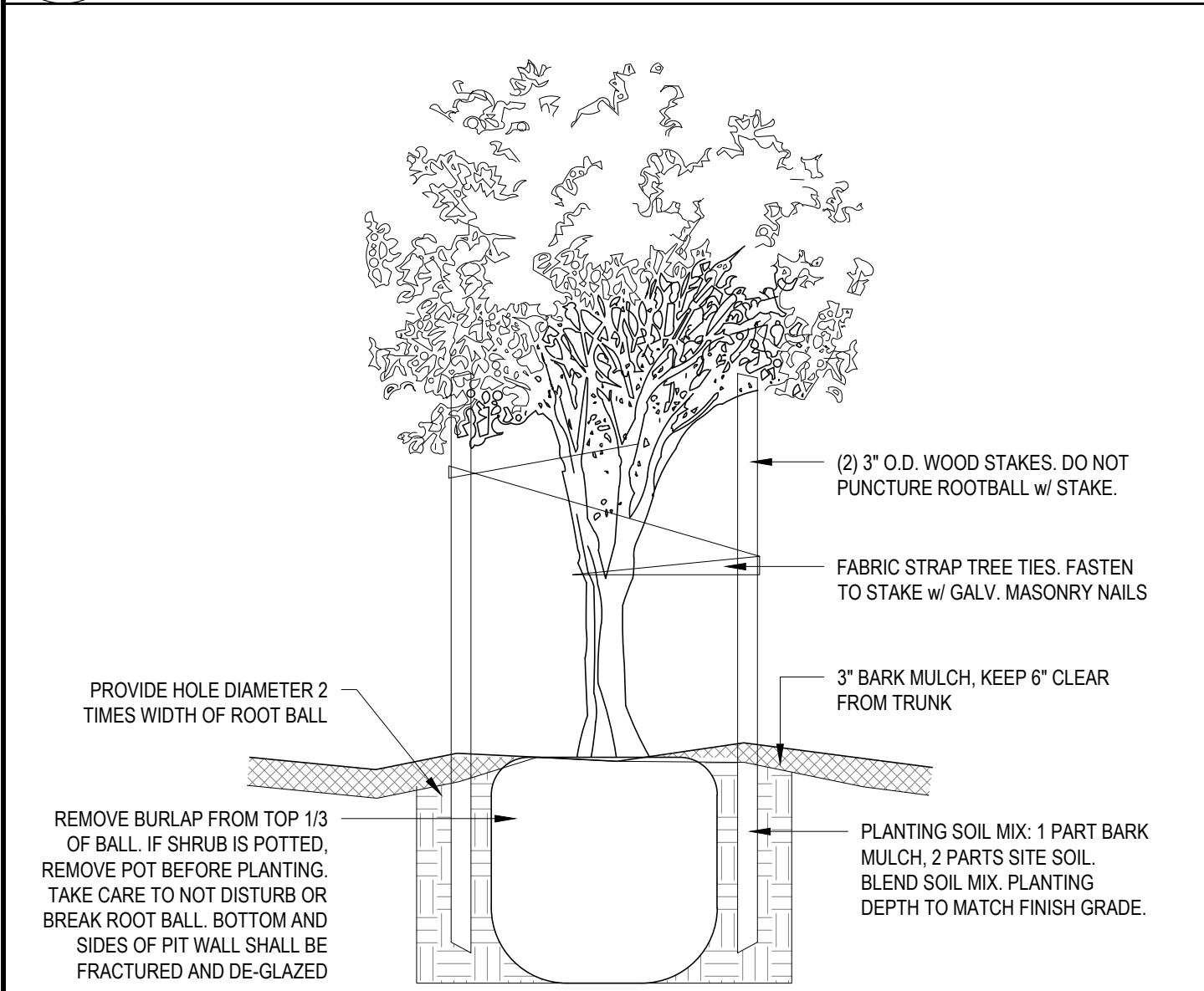
MEET SEQUENCE: ## of ##



T2.04 1 OR 5 GALLON PLANTING



T2.04 SHRUB PLANTING

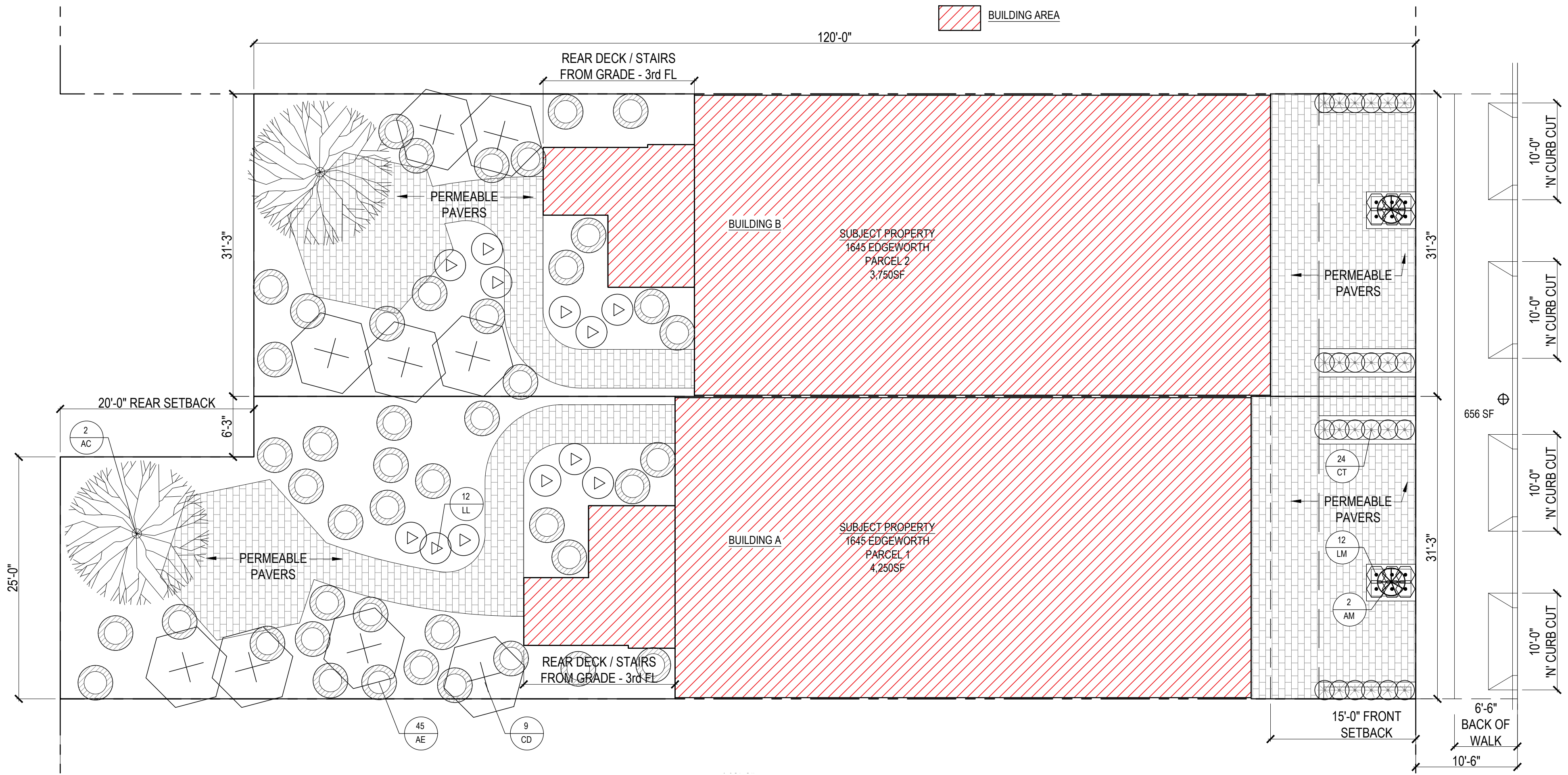


T2.04 TREE PLANTING

- PLANTING NOTES:
1. SEE PLANT SCHEDULES FOR SPECIES, QUANTITIES, AND MIN SPACING. SEE PLANTING DETAILS FOR INSTALLATION AND LAYOUT.
 2. CONTRACTOR SHALL ALLOW FOR THE ADDITION OF SOIL AMENDMENTS AND CONDITIONS IN SOIL PREPARATION AND FINISH GRADING.
 3. LAYOUT FOR ALL PLANTING AREAS TO BE VERIFIED IN FIELD DUE TO VARYING FIELD CONDITIONS.
 4. FINAL PLANT LIST WILL BE CONTINGENT ON PLANT AVAILABILITY. IF SELECTED SPECIES AREA UNAVAILABLE FROM LOCAL NURSERIES THEN UPON PRIOR APPROVAL OTHER GENUS OR SPECIES WITH SIMILAR HYDROLOGICAL REQUIREMENTS MAYBE SUBSTITUTED.
 5. ALL WOODY PLANTINGS WILL BE MULCHED WITH A MINIMUM OF 2" OF ORGANIC MATTER (BARK MULCH) TO DISCOURAGE WEED GROWTH, MINIMIZE SOIL EROSION, AND RETAIN MOISTURE. THE MULCH IS NOT TO MAKE CONTACT WITH THE PLANT STEM.
 6. IRRIGATION SYSTEM WILL BE PROVIDED. INSTALL DRIP IRRIGATION AND CONTROLLER. PLACEMENT OF CONTROLLER AND ANTI-SYPHON VALVES TO BE DETERMINED IN THE FIELD.

PLANT SCHEDULE

SYMBOL	QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
TREES					
	2	AC	AESCULUS CALIFORNICA	CALIFORNIA BUCKEYE	24" BOX
	2	AM	ARBUTUS 'MARINA'	MARINA STRAWBERRY TREE	24" BOX
SHRUBS/PERENNIALS					
	45	AE	ARCTOSTAPHYLOS EDMUNDSII 'CARMEL SUR'		5 GAL
	9	CD	CEANOTHUS 'DARK STAR'	CALIFORNIA LILAC	5 GAL
	24	CT	CHONDROPETALUM TECTORUM	CAPE RUSH	5 GAL
	12	LL	LEONOTIS LEONURUS		5 GAL
	12	LM	LIRIOPE MUSCARI 'MAJESTIC'	MAJESTIC PURPLE LILY GRASS	1 GAL



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SUBMITTALS:

AREA FOR PERMIT STAMPS

PLANTING / LANDSCAPE
PLAN

SCALE AS NOTED
DRAFTED BY JAE
CHECKED BY JAE
JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO. T2_04
SHEET SEQUENCE: ## of ##

01 T2.04 PLANTING / LANDSCAPE PLAN

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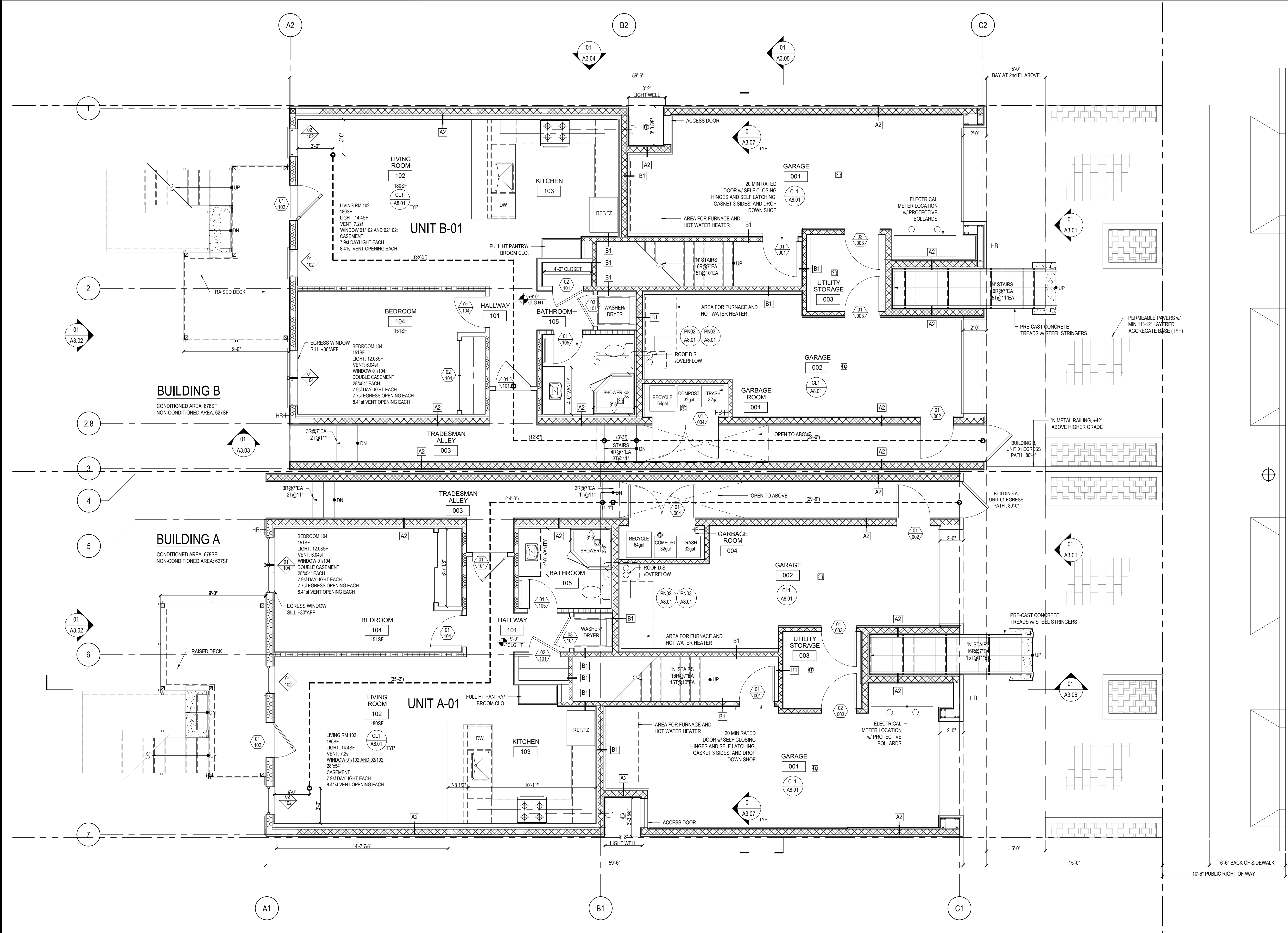
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SUBMITTALS:

AREA FOR PERMIT STAMPS

PROPOSED
FLOOR PLANS

SCALE AS NOTED
DRAFTED BY JAE
CHECKED BY JAE
JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO.
A2.01
SHEET SEQUENCE: ## of ##



01
A2.01
PROPOSED FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"
0' 1' 5' 10'

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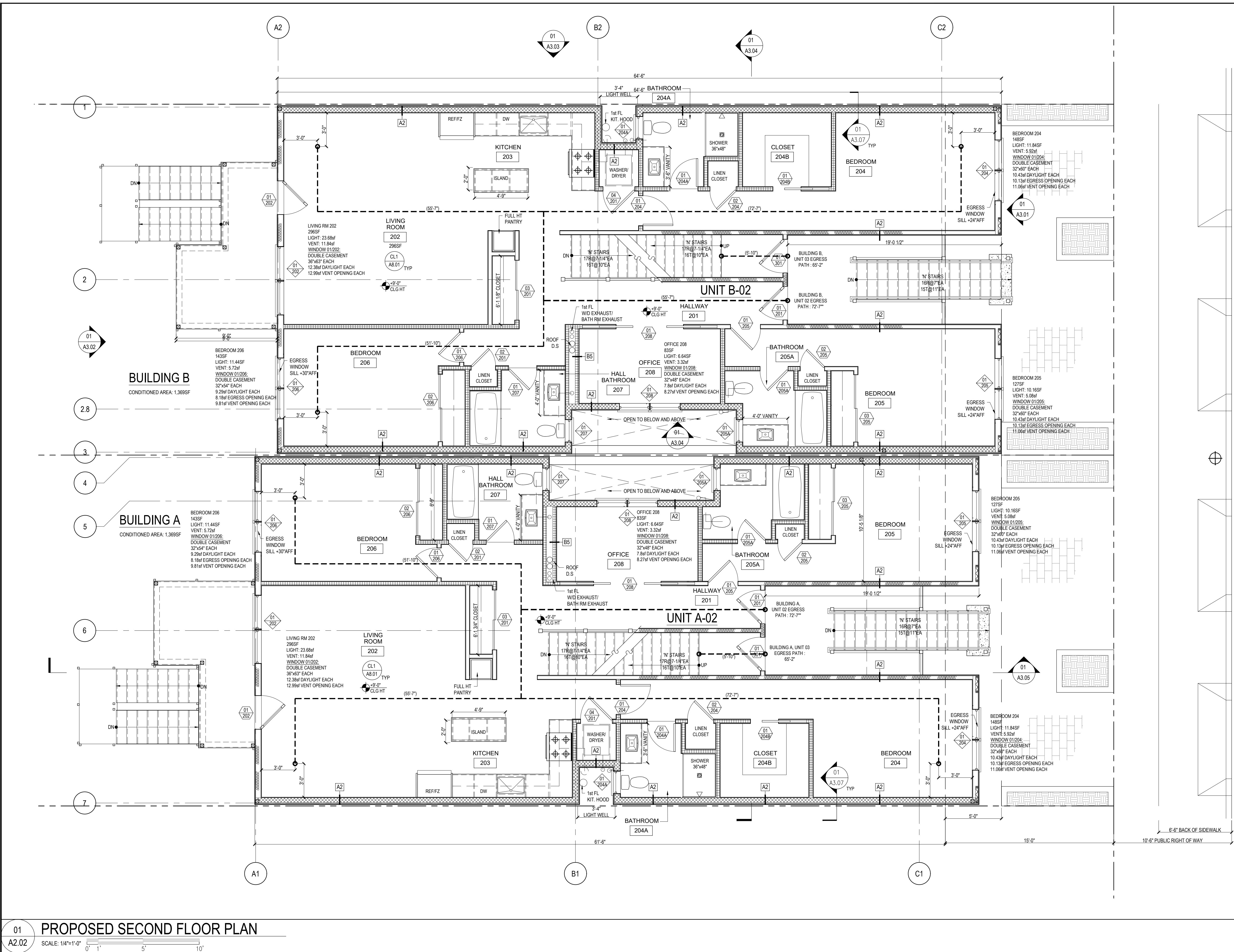
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SUBMITTALS:

AREA FOR PERMIT STAMPS

PROPOSED
FLOOR PLANS

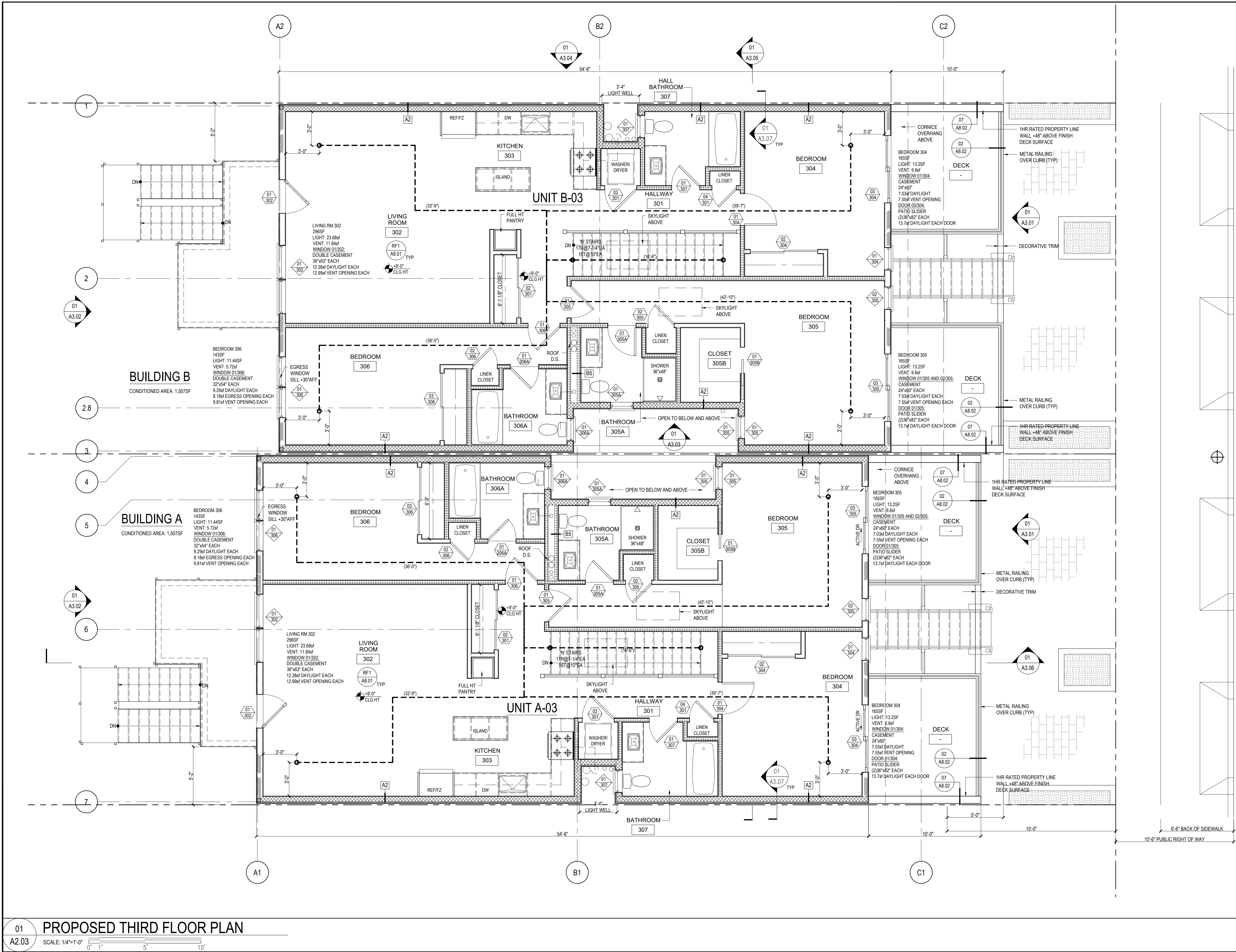
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JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO.
A2.02
SHEET SEQUENCE: ## of ##



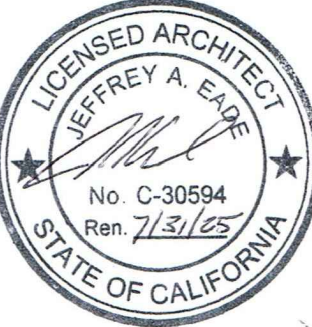
01
A2.02
PROPOSED SECOND FLOOR PLAN

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



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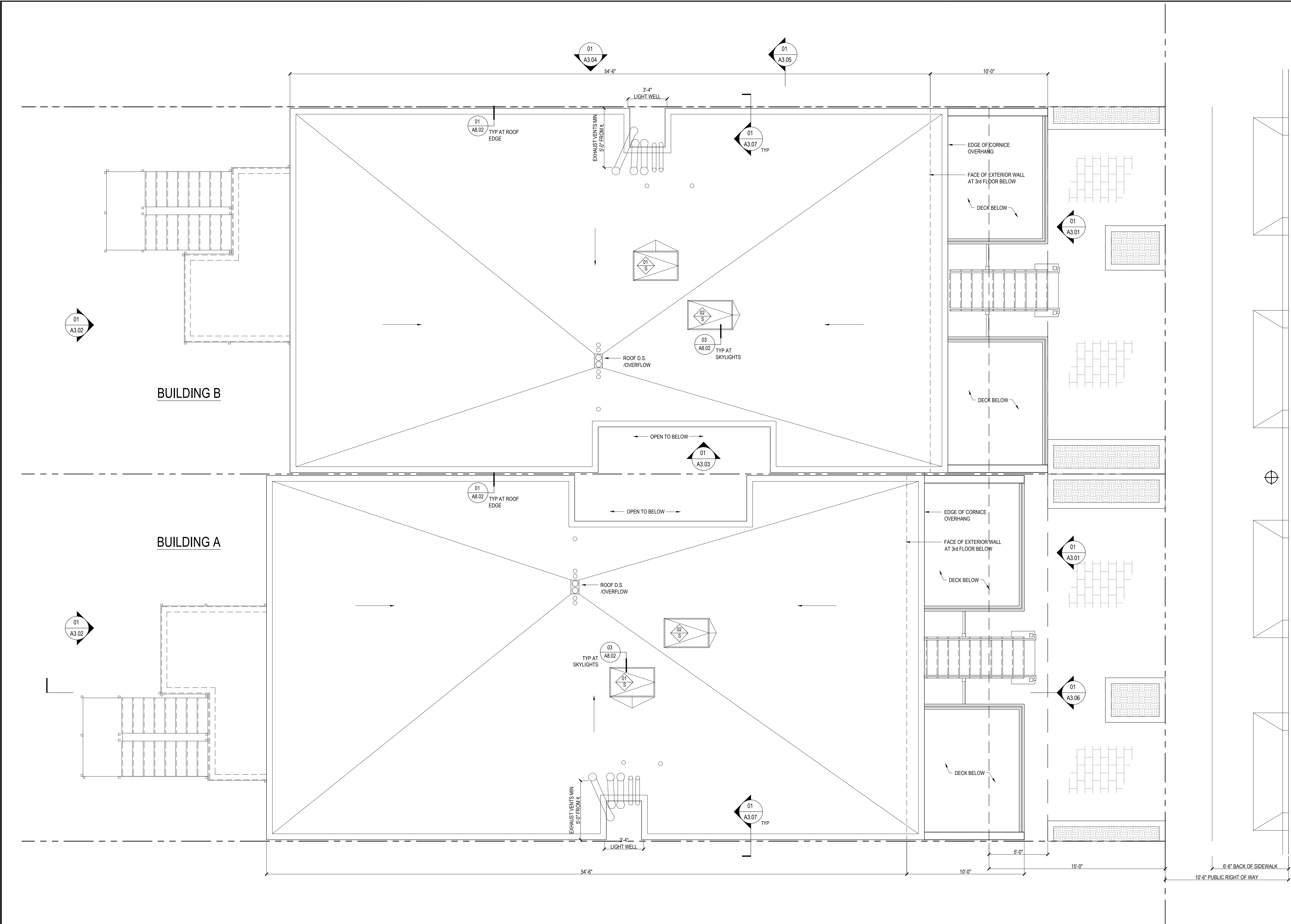
AREA FOR PERMIT STAMPS

PROPOSED
FLOOR PLANS

SCALE AS NOTED
DRAFTED BY JAE
CHECKED BY JAE
JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO.
A2.03
SHEET SEQUENCE: ## of ##

01
A2.03
PROPOSED THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



01
A2.04

PROPOSED ROOF PLAN

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

0' 1' 5' 10'

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SUBMITTALS:

AREA FOR PERMIT STAMPS

PROPOSED
FLOOR PLANS

SCALE AS NOTED
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JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO.
A2.04
SHEET SEQUENCE: ## of ##

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DRAWING SET:
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SUBMITTALS:

AREA FOR PERMIT STAMPS

PROPOSED
EXTERIOR ELEVATIONS
SCALE AS NOTED
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JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO. A3.01
SHEET SEQUENCE: ## of ##

01 PROPOSED WEST ELEVATION
A3.01 SCALE: 1/4"=1'-0" 0' 1' 5' 10'

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AREA FOR PERMIT STAMPS

SCALE	AS NOTED
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JOB NAME	EDGEWORTH
PLOT DATE: 10/02/24	

SHEET NO. **A3.02**

SHEET SEQUENCE: ## of ##



01
A3.02

PROPOSED EAST ELEVATION

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

0' 1' 5' 10'



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AREA FOR PERMIT STAMPS

SCALE	AS NOTED
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JOB NAME	EDGEWORTH
PLOT DATE: 10/02/24	

01 PROPOSED NORTH ELEVATION AT BUILDING B (BUILDING A SOUTH ELEV SIMILAR)
A3.03 SCALE: 1/4"=1'-0" 0' 1' 5' 10'

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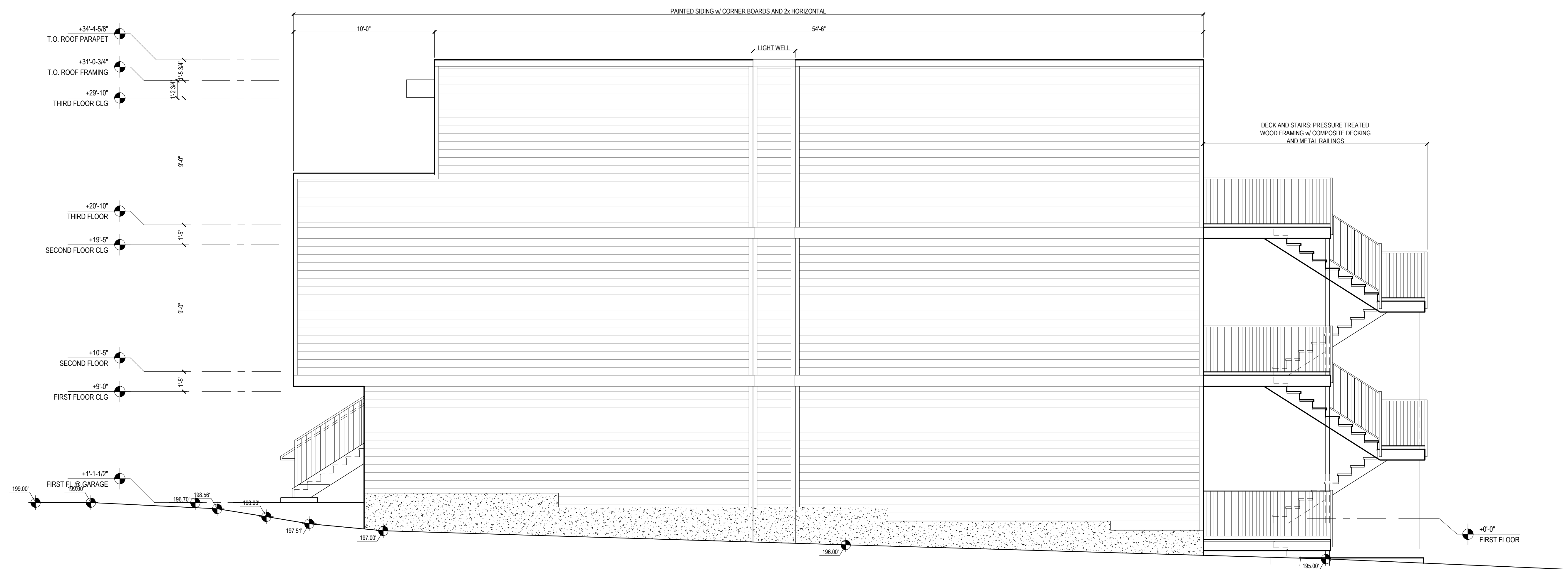


AREA FOR PERMIT STAMPS

SCALE	AS NOTED
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CHECKED BY	JAE
JOB NAME	EDGEWORTH
PLOT DATE: 10/02/24	

SHEET NO. **A3.04**

SHEET SEQUENCE: ## of ##



01 PROPOSED SOUTH ELEVATION AT BUILDING B (BUILDING A NORTH ELEVATION SIMILAR)
A3.04 SCALE: 1/4"=1'-0" 0' 1' 5' 10'

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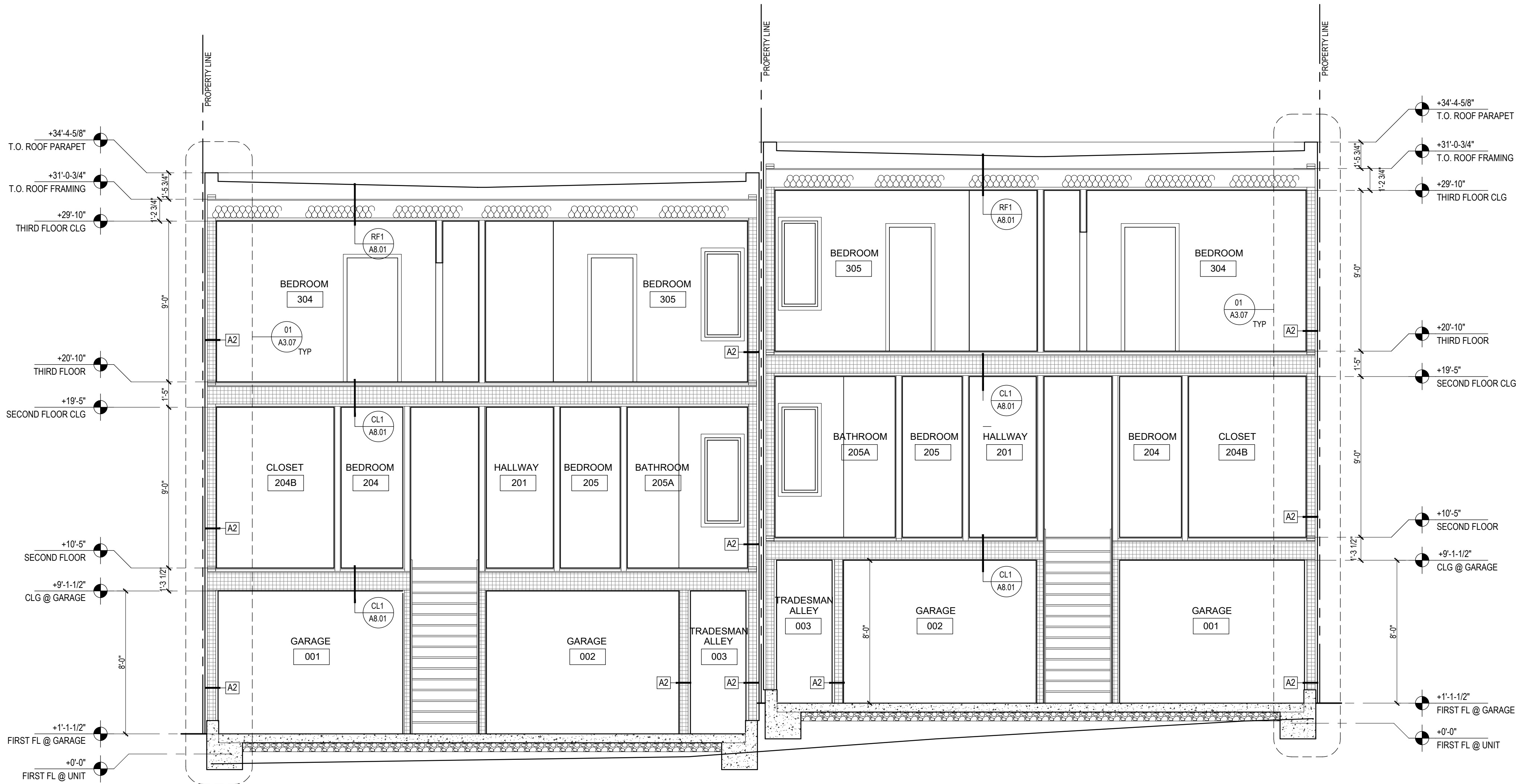
DRAWING SET:
PERMIT DRAWINGS
SUBMITTALS:

AREA FOR PERMIT STAMPS

PROPOSED
BUILDING SECTIONS

SCALE AS NOTED
DRAFTED BY JAE
CHECKED BY JAE
JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO.
A3.05
SHEET SEQUENCE: ## of ##



01 PROPOSED BUILDING SECTION

A3.05 SCALE: 1/4"=1'-0" 0' 1' 5' 10'

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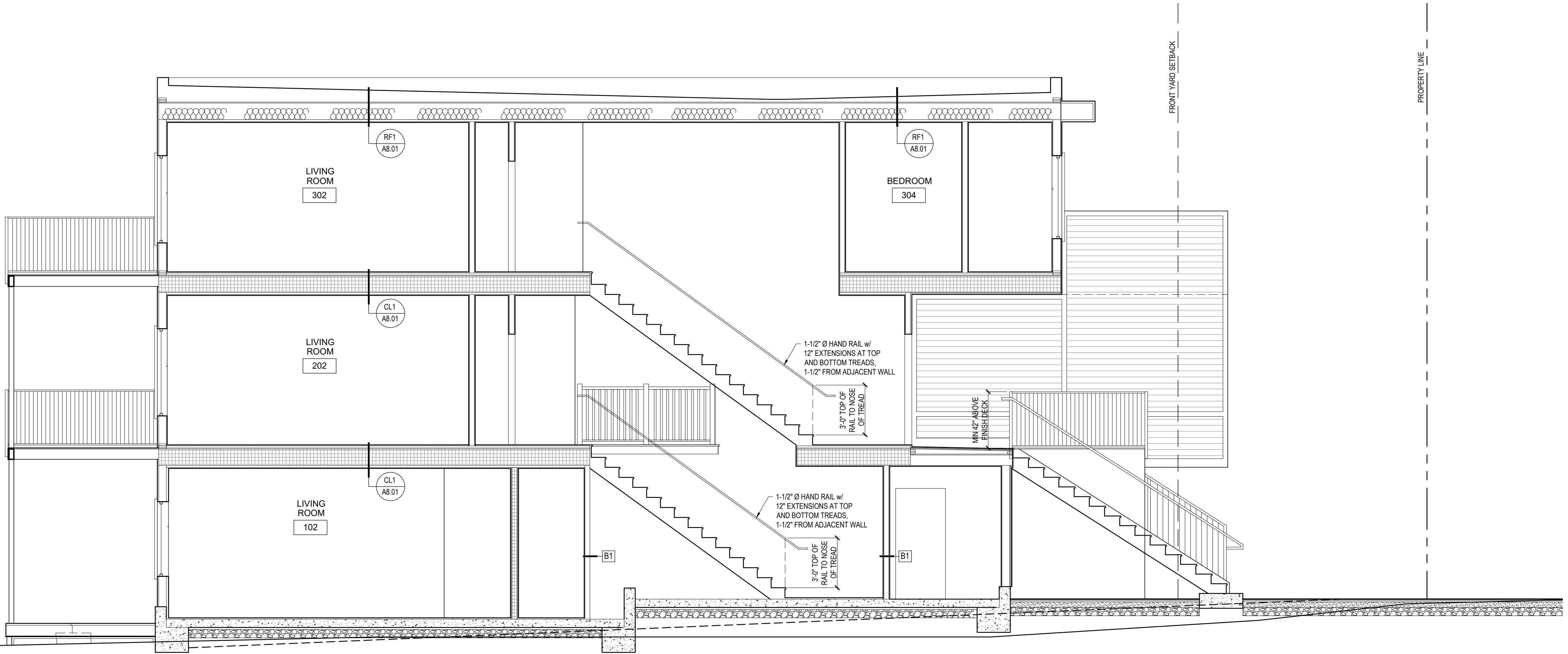
AREA FOR PERMIT STAMPS

PROPOSED
BUILDING SECTIONS

SCALE AS NOTED
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CHECKED BY JAE
JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

SHEET NO.
A3.06
SHEET SEQUENCE: ## of ##

+34'-4-5/8"
T.O. ROOF PARAPET
+31'-0-3/4"
T.O. ROOF FRAMING
+29'-10"
THIRD FLOOR CLG
+20'-10"
THIRD FLOOR
+19'-5"
SECOND FLOOR CLG
+10'-5"
SECOND FLOOR
+9'-0"
FIRST FLOOR CLG
+0'-0"
FIRST FLOOR



01
A3.06
PROPOSED BUILDING SECTION
SCALE: 1/4"=1'-0"



Professional Engineer Seal for Jeffrey A. Eade, State of California, License No. C-30594, Renewed 7/31/05.

AREA FOR PERMIT STAMPS

SHEET NO. **A3.07**

SHEET SEQUENCE: ## of ##

Window Schedule Building A and Building B						
WINDOW NUMBER	TYPE	FINISH EXT/INT	FRAME SIZE (WxH)	GLAZING	MANUFACTURER	REMARKS
01/102*	A(C)	CLAD/PAINTED	28"x55-1/8" (RO:29"x55-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
02/102*	A(C)	CLAD/PAINTED	28"x55-1/8" (RO:29"x55-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/104#*	B	CLAD/PAINTED	(2)28"x55-1/8" (RO:29"x55-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/202	B	CLAD/PAINTED	(2)36"x63-1/8" (RO: 37"x63-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/204#*	B	CLAD/PAINTED	(2)32"x59-1/8" (RO:33"x59-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/204A	A(C)	CLAD/PAINTED	24"x39-1/8" (RO:25"x39-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/205#*	B	CLAD/PAINTED	(2)32"x59-1/8" (RO:33"x59-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/205A	A(C)	CLAD/PAINTED	24"x39-1/8" (RO:25"x39-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/206#*	B	CLAD/PAINTED	(2)32"x55-1/8" (RO:33"x55-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/207	A(C)	CLAD/PAINTED	24"x39-1/8" (RO:25"x39-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/208	B	CLAD/PAINTED	(2)32"x47-1/8" (RO:33"x47-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/302	B	CLAD/PAINTED	(2)36"x63-1/8" (RO:37"x63-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/304*	A(C)	CLAD/PAINTED	24"x59-1/8" (RO:25"x59-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/305*	A(C)	CLAD/PAINTED	24"x59-1/8" (RO:25"x59-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
02/305*	A(C)	CLAD/PAINTED	24"x59-1/8" (RO:25"x59-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/305A	A(C)	CLAD/PAINTED	24"x39-1/8" (RO:25"x39-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/306#*	B	CLAD/PAINTED	(2)32"x55-1/8" (RO:33"x55-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/306A	A(C)	CLAD/PAINTED	24"x39-1/8" (RO:25"x39-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN
01/307	A(C)	CLAD/PAINTED	24"x39-1/8" (RO:25"x39-5/8")	-	MARVIN ELEVATE ROTO CASEMENT	w/ SCREEN

REFER TO EXTERIOR ELEVATIONS FOR DIRECTION OF SWING

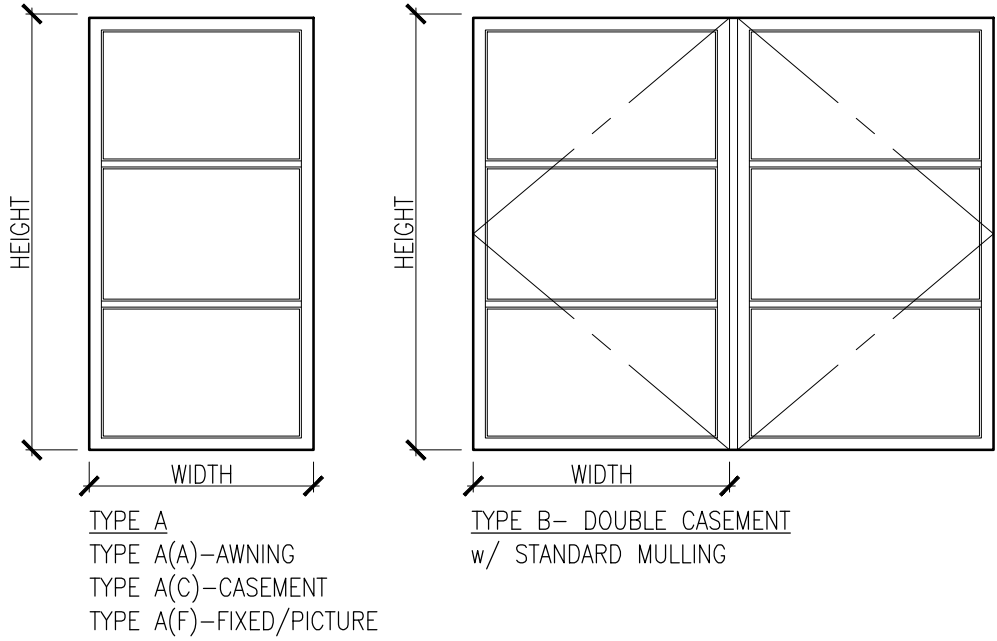
SIZE MEETS CBC 1030.2 REQUIREMENTS (MIN 5.7SF NET CLEAR OPENING, MIN NET CLEAR HEIGHT DIMENSION OF 24" AND MIN NET CLEAR WIDTH DIMENSION OF 20") AND MAX SILL HT OF +44" ABOVE FINISH FLOOR

* WINDOWS EQUIPPED W/ OPENING CONTROL DEVICES WHICH SHALL COMPLY WITH CBC 1015.8

EXTERIOR CLADDING COLOR: STONE WHITE
INTERIOR: PRIMED WOOD
HARDWARE FINISH: WHITE (UNLESS OTHERWISE NOTED)
DIVIDED LIGHTS: 5/8" SDLS w/ BLACK SPACER BAR, OGEE PROFILE

GLASS: LOW-E2 w/ARGON, BLACK SPACER BAR
SCREENS: (WHERE NOTED) BRIGHT VIEW

MARVIN ELEVATE THERMAL VALUES:
U-FACTOR: .31
SHGC: .29



01 WINDOW SCHEDULE
A6.01 SCALE: NTS

Skylight Schedule			
SKYLIGHT NUMBER	SIZE (WxH)	MANUFACTURER	REMARKS
01/S	MODEL VCS 3046	VELUX-OPERABLE, SOLAR SKYLIGHT	
02/S	MODEL VCS 3046	VELUX-OPERABLE, SOLAR SKYLIGHT	

02 SKYLIGHT SCHEDULE
A6.01 SCALE: NTS

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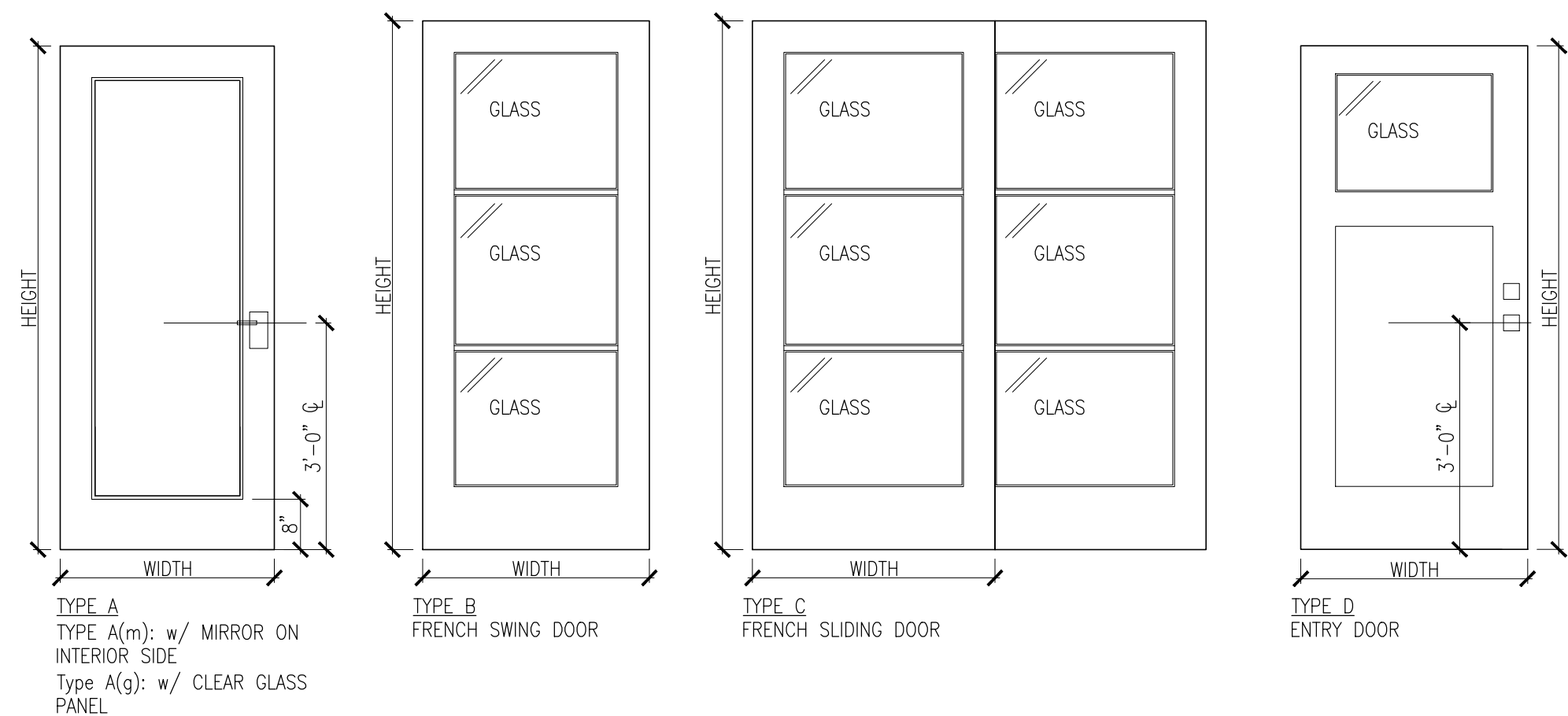
AREA FOR PERMIT STAMPS

DOOR AND WINDOW
SCHEDULE
SCALE AS NOTED
DRAFTED BY JAE
CHECKED BY JAE
JOB NAME MORRIS
PLOT DATE: 10/02/24

SHEET NO.
A6.01
SHEET SEQUENCE: ## of ##

DOOR NUMBER	TYPE	GRADE	FRAME SIZE U.O.N. (WxHxTH)	GLAZING	FUNCTION	FINISH EXT/INT	MANUFACTURER	HARDWARE COMMENTS
01/001	A	INT	36"x80"x1-3/4"	—	KEYED HANDLE w/ DEADBOLT	PAINTED	MANUFACTURER TBD	20 MIN RATED DOOR w/ SELF CLOSING HINGES, SELF LATCHING, 3 SIDED GASKETS, AND DROP SHOE
01/002	A	INT	34"x80"x1-3/4"	—	KEYED HANDLE w/ DEADBOLT	PAINTED	MANUFACTURER TBD	20 MIN RATED DOOR w/ SELF CLOSING HINGES, SELF LATCHING, 3 SIDED GASKETS, AND DROP SHOE
01/003	A	INT	36"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	SELF CLOSING HINGES, SELF LATCHING, 3 SIDED GASKETS, AND DROP SHOE
02/003	A	INT	36"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	SELF CLOSING HINGES, SELF LATCHING, 3 SIDED GASKETS, AND DROP SHOE
01/004	A	EXT	34"x80"x1-3/4"	—	PASSAGE AT ACTIVE DR w/ SURFACE BOLTS AT IN-ACTIVE DOOR	PAINTED	MANUFACTURER TBD	FULL LOUVERED PANEL AT EACH DOOR; SELF CLOSING HINGES
01/101	A	EXT	36"x80"x1-3/4"	—	ENTRY	PAINTED	MANUFACTURER TBD	
02/101	A	INT	32"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	
03/101	A	INT	32"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	FULL LOUVERED PANEL
01/102	B	EXT	36-5/16"x 86" (RO: 37-5/16"x 86-1/2")	TEMPERED	PATIO	CLAD/PAINTED	MARVIN ELEVATE INSWING FRENCH	
01/104	A	INT	32"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
02/104	A	INT	(2)36"x80"x1-3/8"	—	BI-PASS	PAINTED	MANUFACTURER TBD	
01/105	A	INT	30"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
01/201	D	EXT	36"x80"x1-3/4"	—	ENTRY	PAINTED	SIMPSON EXTERIOR DOOR-CRAFTSMAN 36813 w/ WATER BARRIER TECHNOLOGY, ULTRA BLOCK AT BOTTOM STILE, BLACK SPACERS AT GLAZING	
02/201	A	INT	26"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	
03/201	A	INT	(2)32"x80"x1-3/8"	—	BI-PASS	PAINTED	MANUFACTURER TBD	
04/201	A	INT	34"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	FULL LOUVERED PANEL
01/202	B	EXT	36-5/16"x 86" (RO: 37-5/16"x 86-1/2")	TEMPERED	PATIO	CLAD/PAINTED	MARVIN ELEVATE INSWING FRENCH	
01/204	A	INT	32"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
02/204	A	INT	28"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	
01/204A	A	INT	30"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
01/204B	A	INT	30"x80"x1-3/8"	—	POCKET	PAINTED	MANUFACTURER TBD	
01/205	A	INT	32"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
02/205	A	INT	26"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	
03/205	A	INT	(2)36"x80"x1-3/8"	—	BI-PASS	PAINTED	MANUFACTURER TBD	
01/205A	A	INT	30"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
01/206	A	INT	32"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
02/206	A	INT	(2)36"x80"x1-3/8"	—	BI-PASS	PAINTED	MANUFACTURER TBD	
01/207	A	INT	30"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
01/208	A	INT	(2)36"x80"x1-3/8"	—	POCKET	PAINTED	MANUFACTURER TBD	

DOOR NUMBER	TYPE	GRADE	FRAME SIZE U.O.N. (WxHxTH)	GLAZING	FUNCTION	FINISH EXT/INT	MANUFACTURER	HARDWARE COMMENTS
01/301	D	EXT	36"x80"x1-3/4"	—	ENTRY	PAINTED	SIMPSON EXTERIOR DOOR-CRAFTSMAN 36813 w/ WATER BARRIER TECHNOLOGY, ULTRA BLOCK AT BOTTOM STILE, BLACK SPACERS AT GLAZING	
02/301	A	INT	(2)32"x80"x1-3/8"	—	BI-PASS	PAINTED	MANUFACTURER TBD	
03/301	A	INT	34"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	FULL LOUVERED PANEL
04/301	A	INT	26"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	
01/302	B	EXT	36-5/16"x 86" (RO: 37-5/16"x 86-1/2")	TEMPERED	PATIO	CLAD/PAINTED	MARVIN ELEVATE INSWING FRENCH	
01/304	A	INT	34"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
02/304	A	INT	(2)36"x80"x1-3/8"	—	BI-PASS	PAINTED	MANUFACTURER TBD	
03/304	C	EXT	71"x82" (RO:72"x82-1/2")	TEMPERED	PATIO	CLAD/PAINTED	MARVIN ELEVATE SLIDING FRENCH DOOR	
01/305	A	INT	34"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
02/305	A	INT	26"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	
03/305	C	EXT	71"x82" (RO:72"x82-1/2")	TEMPERED	PATIO	CLAD/PAINTED	MARVIN ELEVATE SLIDING FRENCH DOOR	
01/305A	A	INT	30"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
01/305B	A	INT	28"x80"x1-3/8"	—	POCKET	PAINTED	MANUFACTURER TBD	
01/306	A	INT	34"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	
02/306	A	INT	26"x80"x1-3/8"	—	PASSAGE	PAINTED	MANUFACTURER TBD	
03/306	A	INT	(2)36"x80"x1-3/8"	—	BI-PASS	PAINTED	MANUFACTURER TBD	
01/307	A	INT	30"x80"x1-3/8"	—	PRIVACY	PAINTED	MANUFACTURER TBD	



REFER TO FLOOR PLANS FOR DIRECTION OF SWING AND ACTIVE PANEL AT MULTI-PANEL DOORS

MARVIN ELEVATE SWINGING AND SLIDING FRENCH DOORS:
EXTERIOR CLADDING COLOR: STONE WHITE
INTERIOR: PRIMED WOOD
HARDWARE TYPE AND FINISH: NORTHFIELD STYLE; WHITE
DIVIDED LIGHTS: 5/8" SDLS w/ BLACK SPACER BAR, OGEE PROFILE
GLASS: LOW-E2 w/ARGON, BLACK SPACER BAR
SCREENS: (WHERE NOTED) BRIGHT VIEW

MARVIN INTEGRITY THERMAL VALUES:
U-FACTOR: .31
SHGC: .29

1645 Building A &
Building B
Edgeworth Avenue
Daly City, CA 94015
APN: 006346110

Jeffrey A. Eade
Architect
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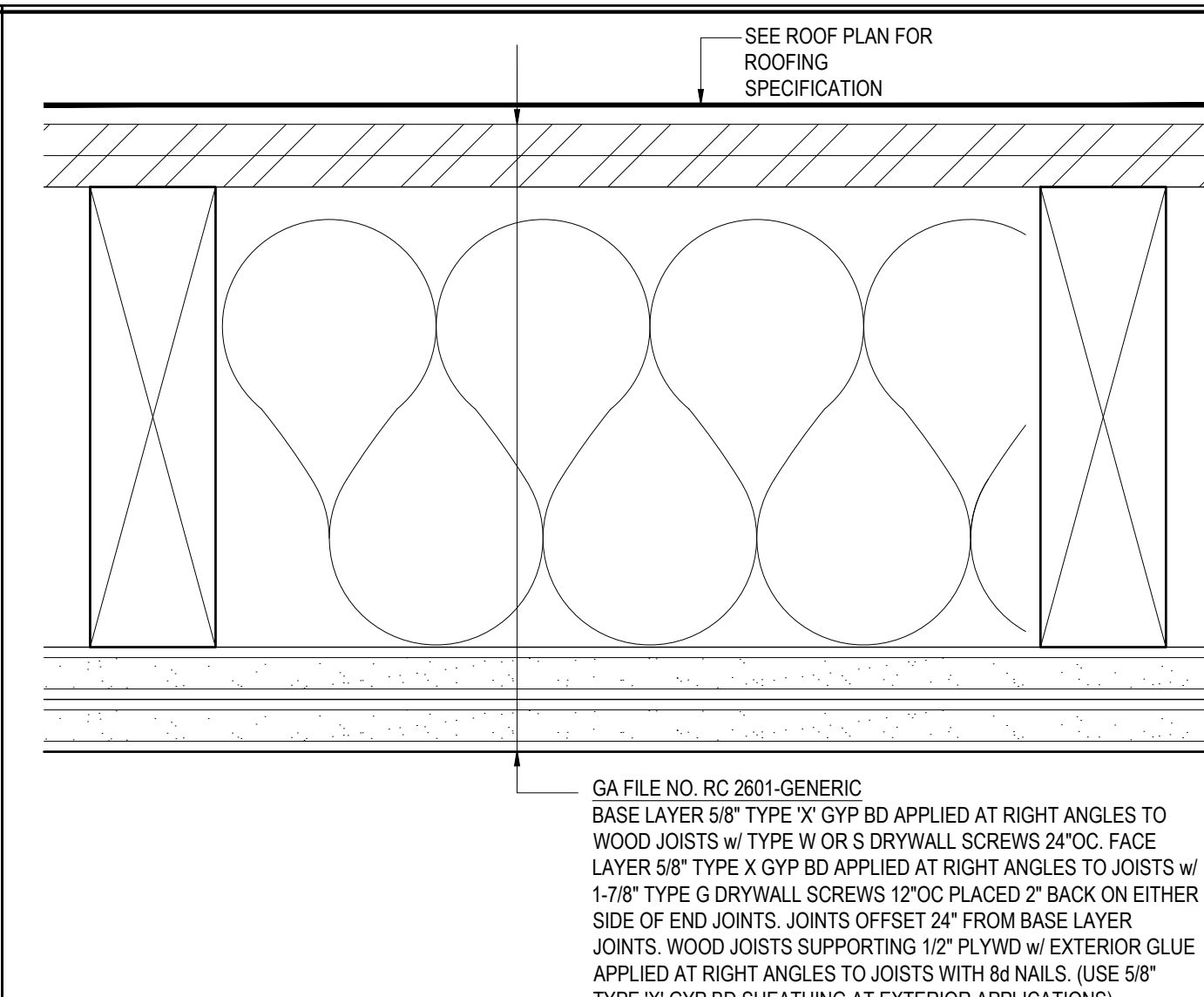
DRAWING SET:
PERMIT DRAWINGS
SUBMITTALS:

AREA FOR PERMIT STAMPS

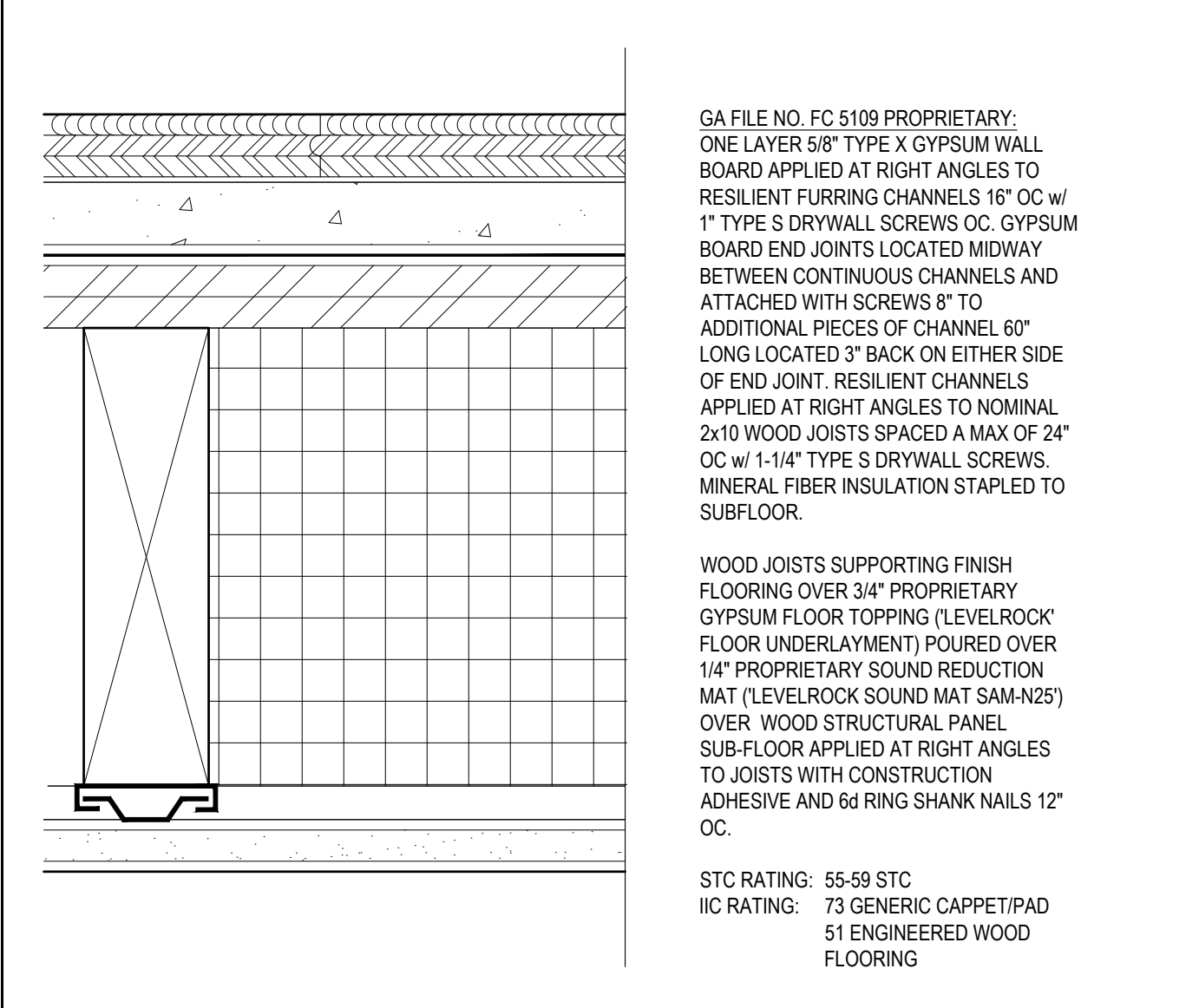
DOOR AND WINDOW
SCHEDULE

SCALE AS NOTED
DRAFTED BY JAE
CHECKED BY JAE
JOB NAME EDGEWORTH
PLOT DATE: 10/02/24

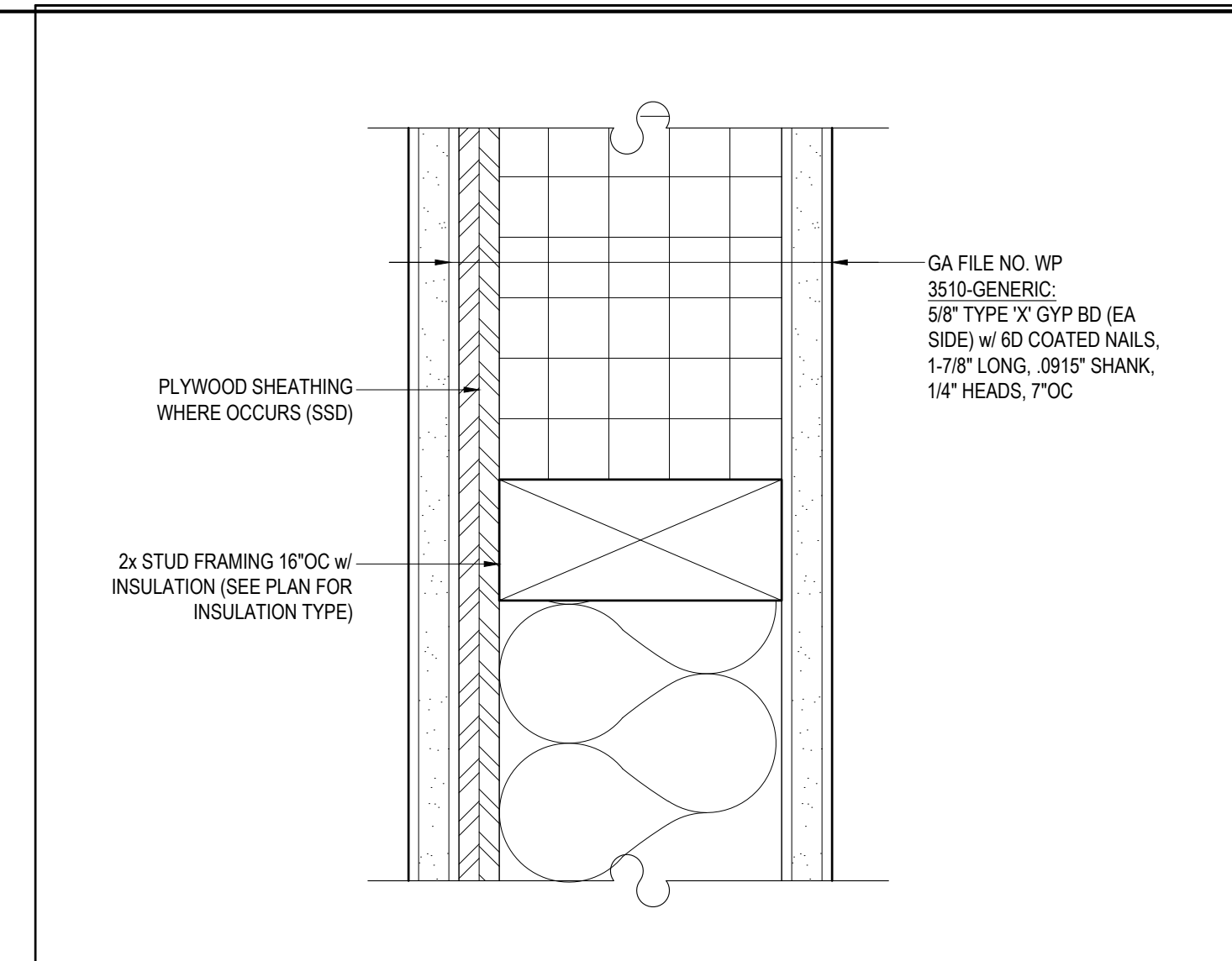
SHEET NO.
A6.02
SHEET SEQUENCE: ## of ##



RF1 ROOF TYPE RF1-1 HR RATED
A8.01 SCALE: 6"=1'-0"



CL1 CLG TYPE CL1-1 HR RATED
A8.01 SCALE: 6"=1'-0"

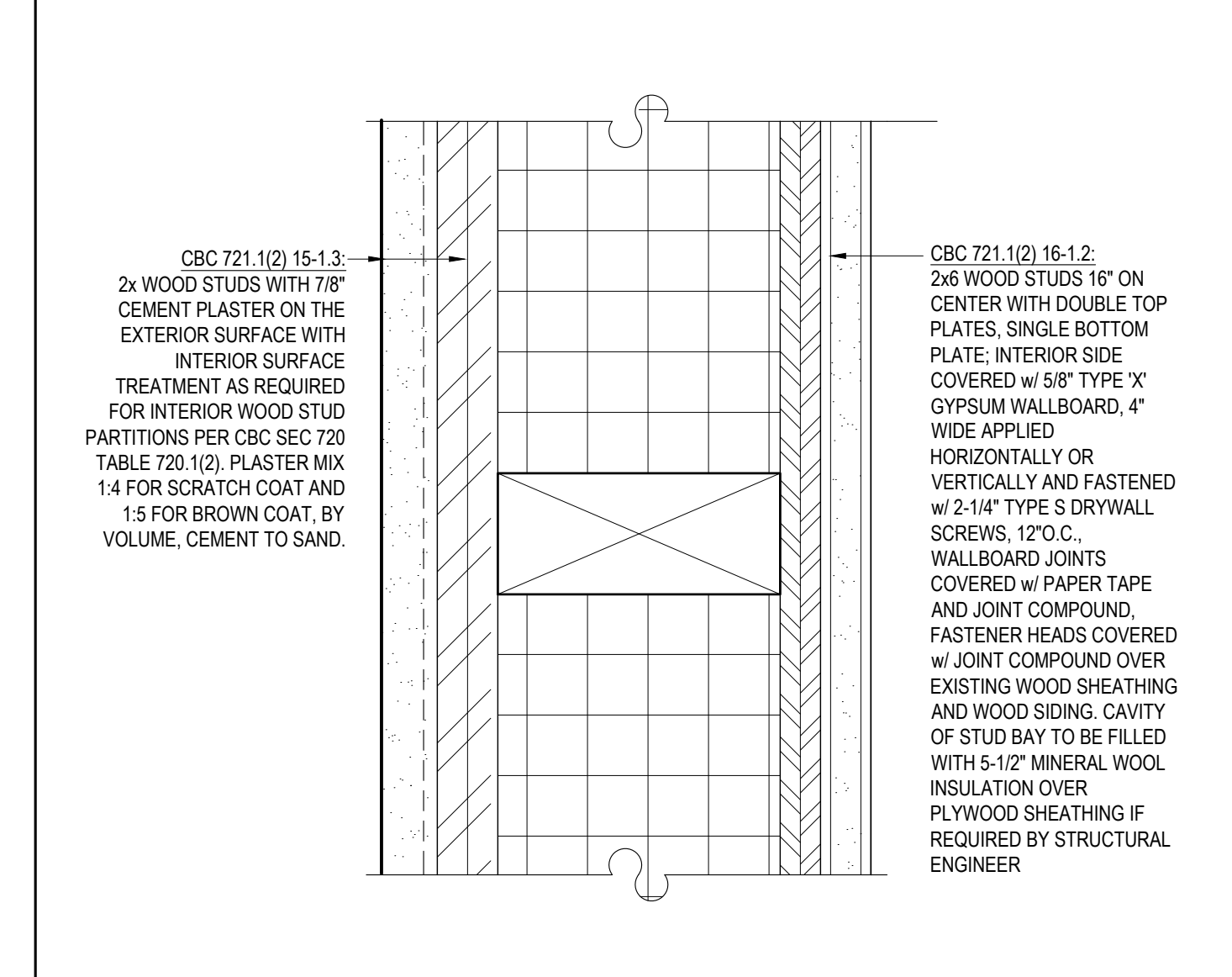


1645 Building A &
Building B
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Daly City, CA 94015
APN: 006346110

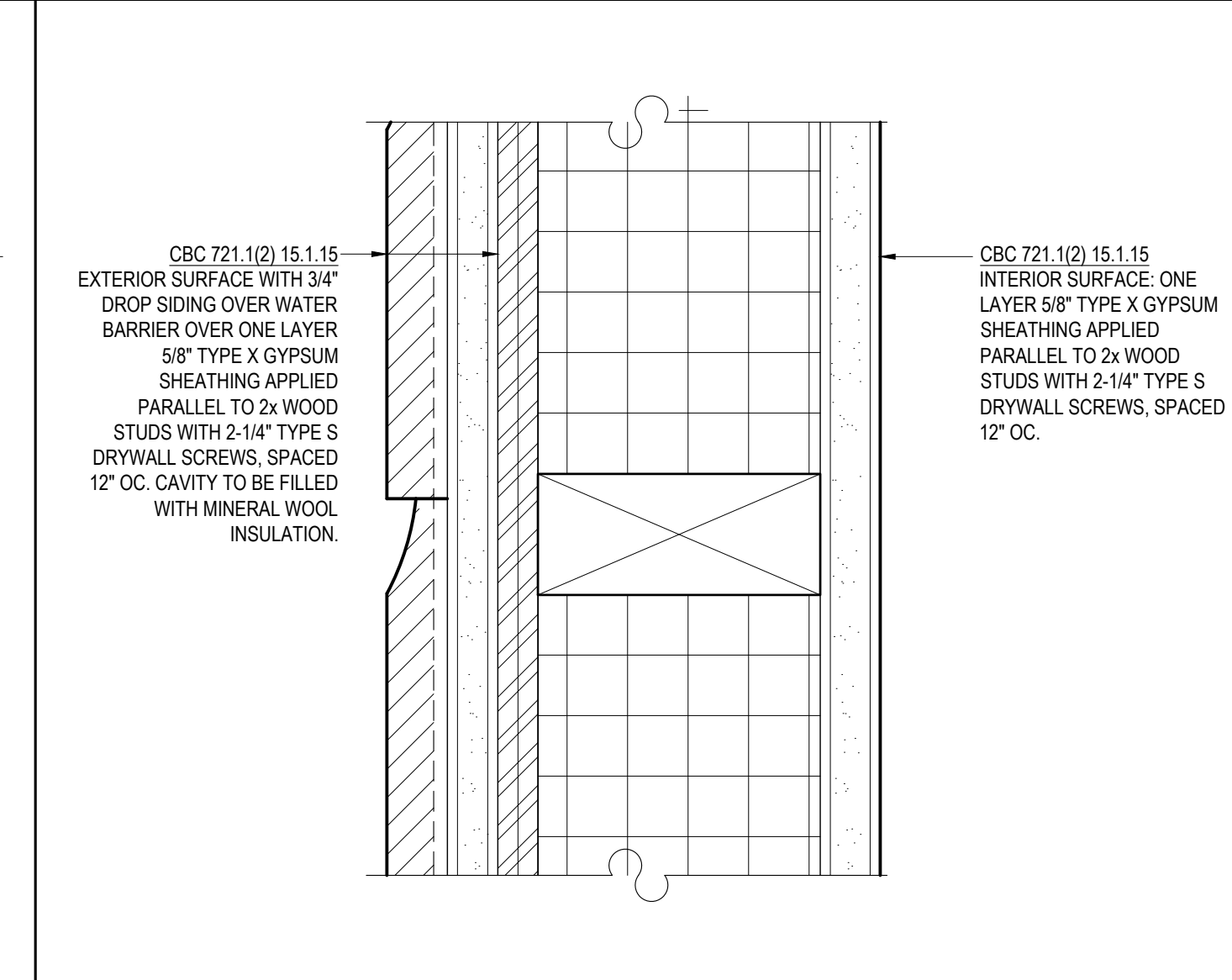
 Jeffrey A. Eade
Architect

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San Francisco, CA 94131
415.606.4414
jeff@jaearchitect.com
www.jaearchitect.com





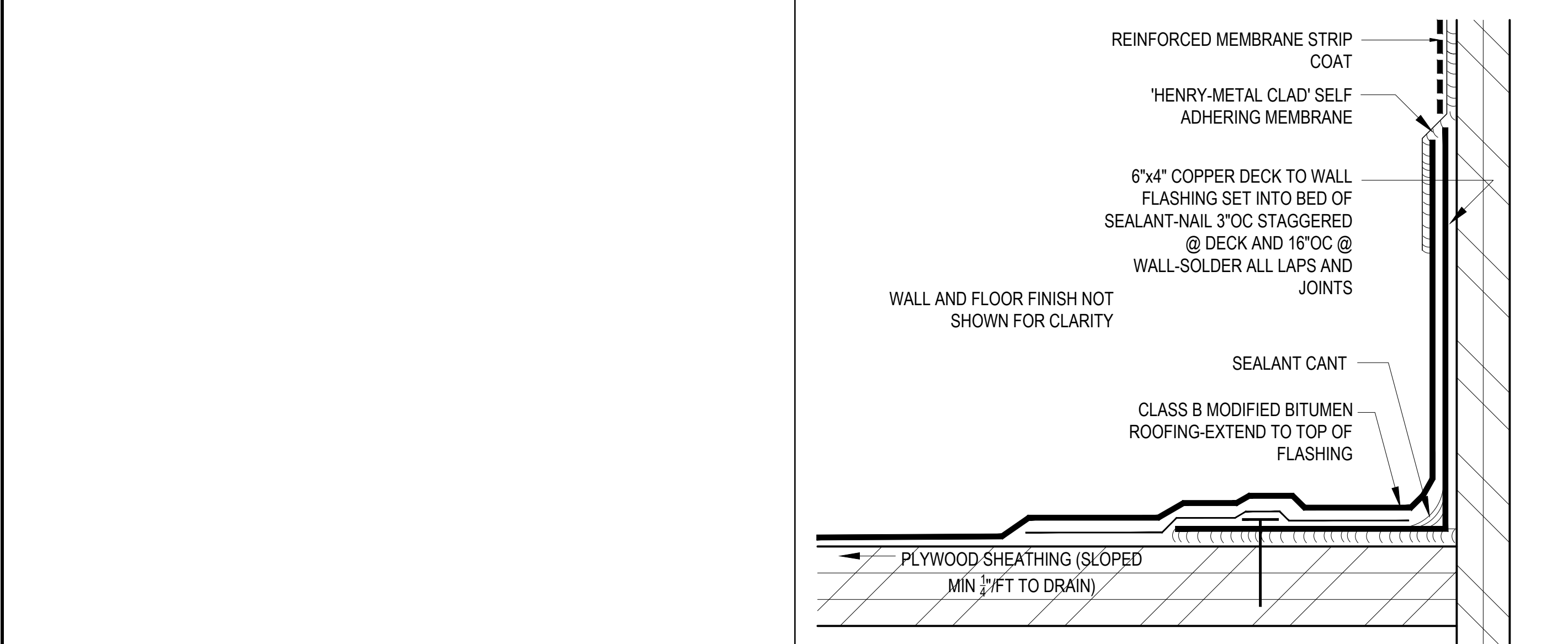
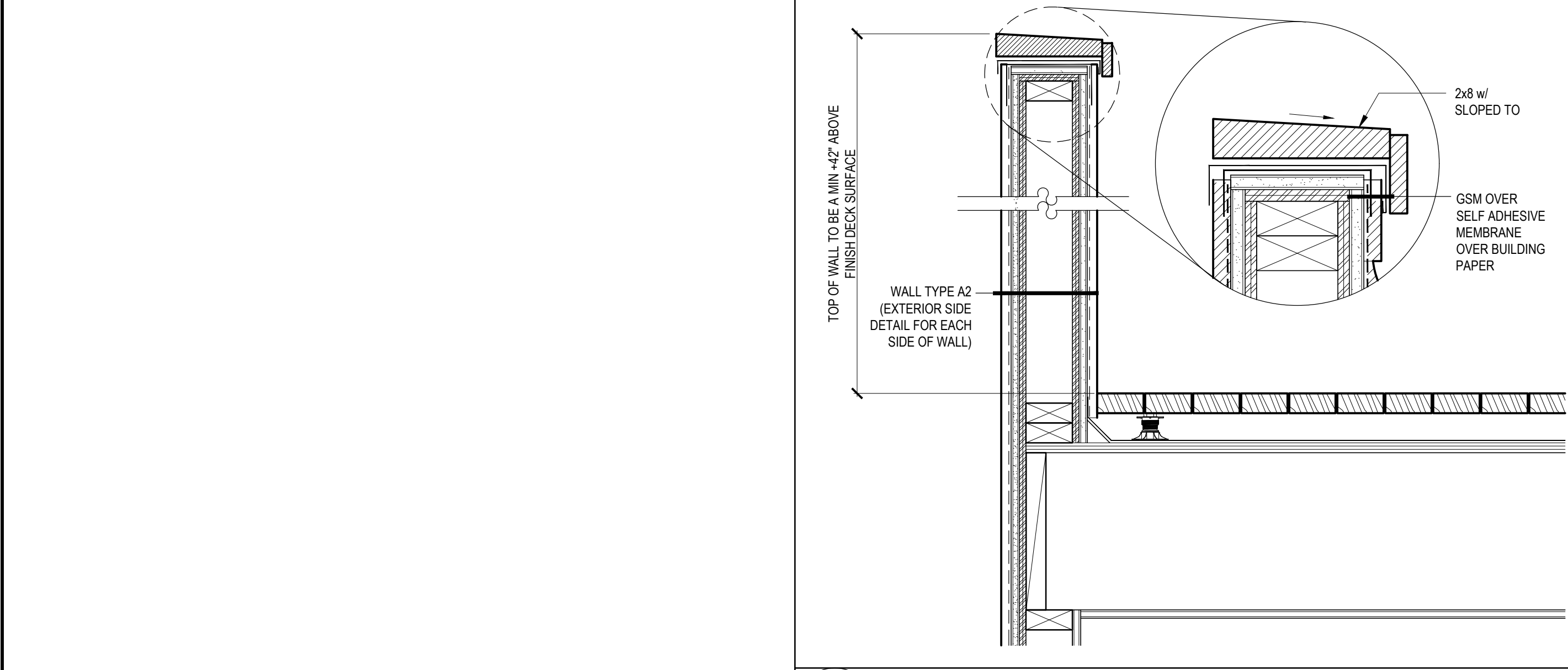
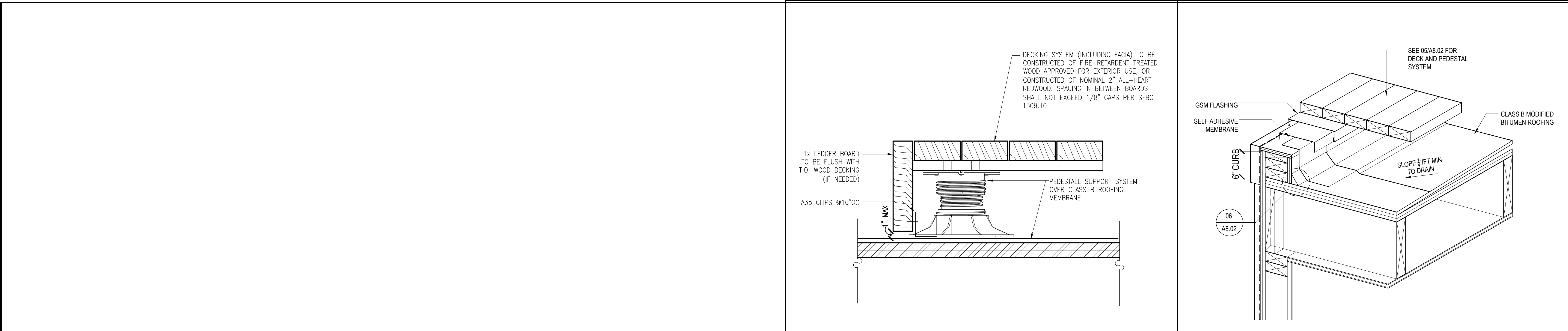
A3 WALL TYPE-A3: EXT 1-HR
A8.01 SCALE: 6"=1'-0"



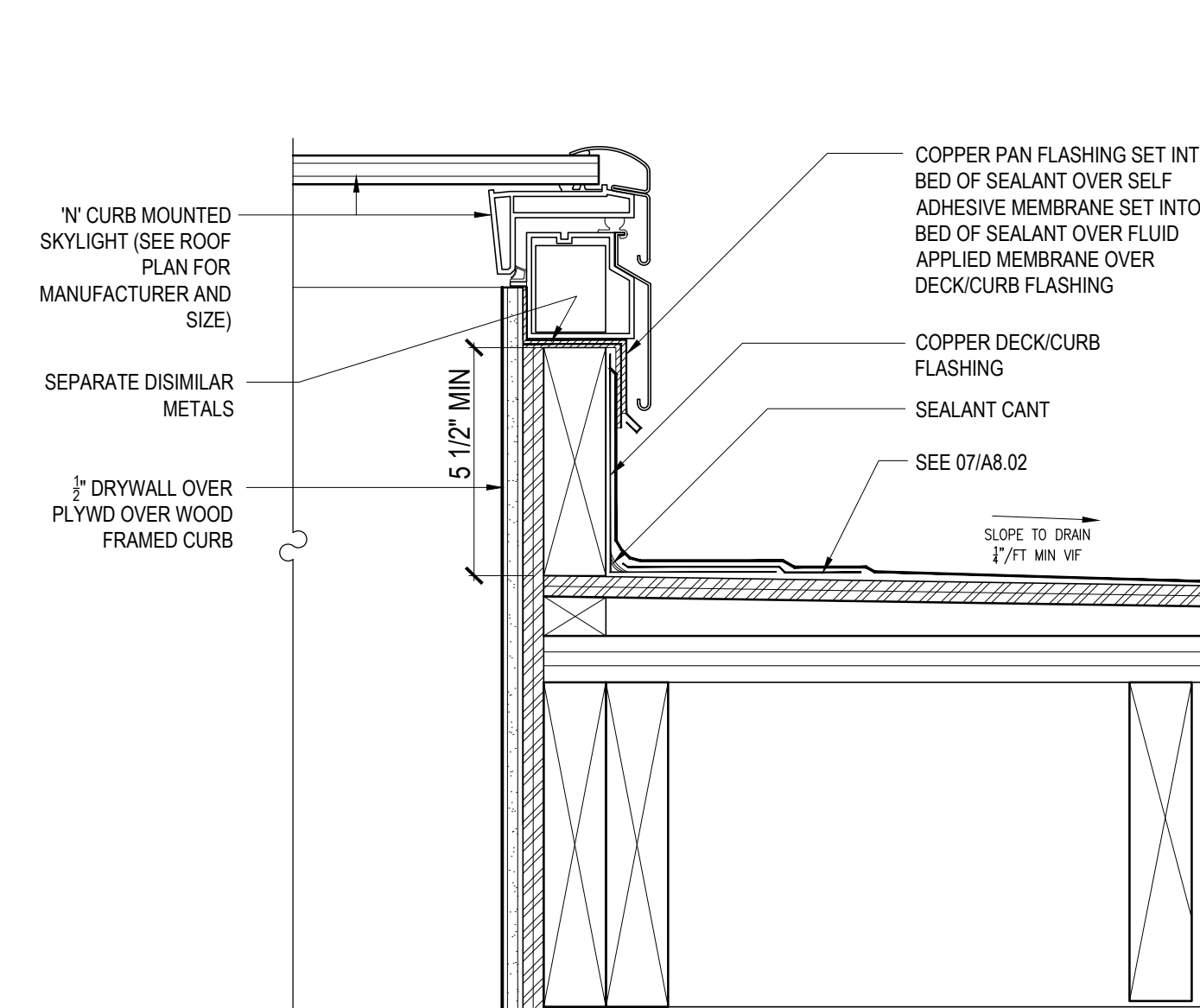
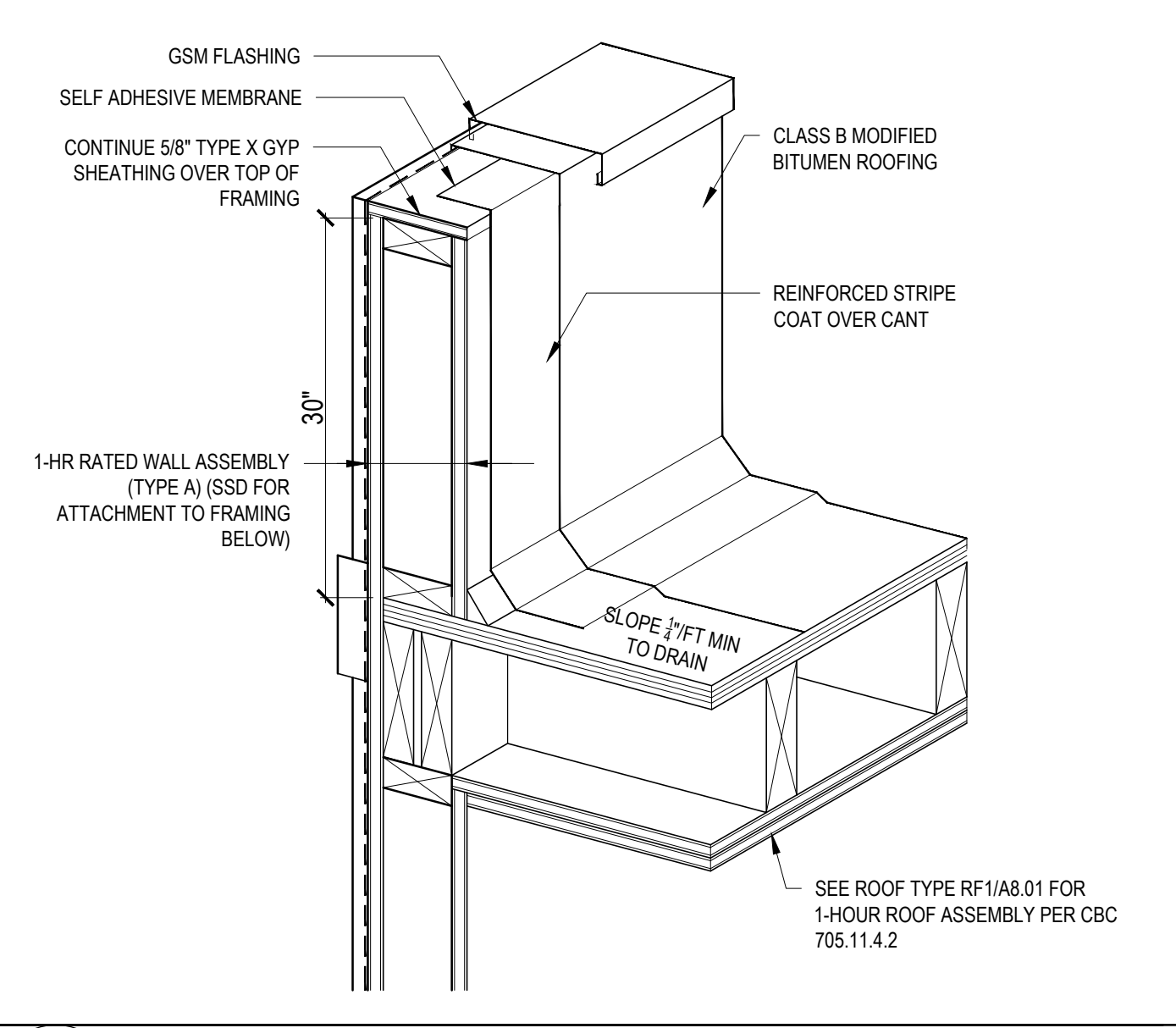
A2	WALL TYPE A2-EXT 1-HR WALL ASSEMBLY
A8.01	

SCALE: 6"-1'-0"

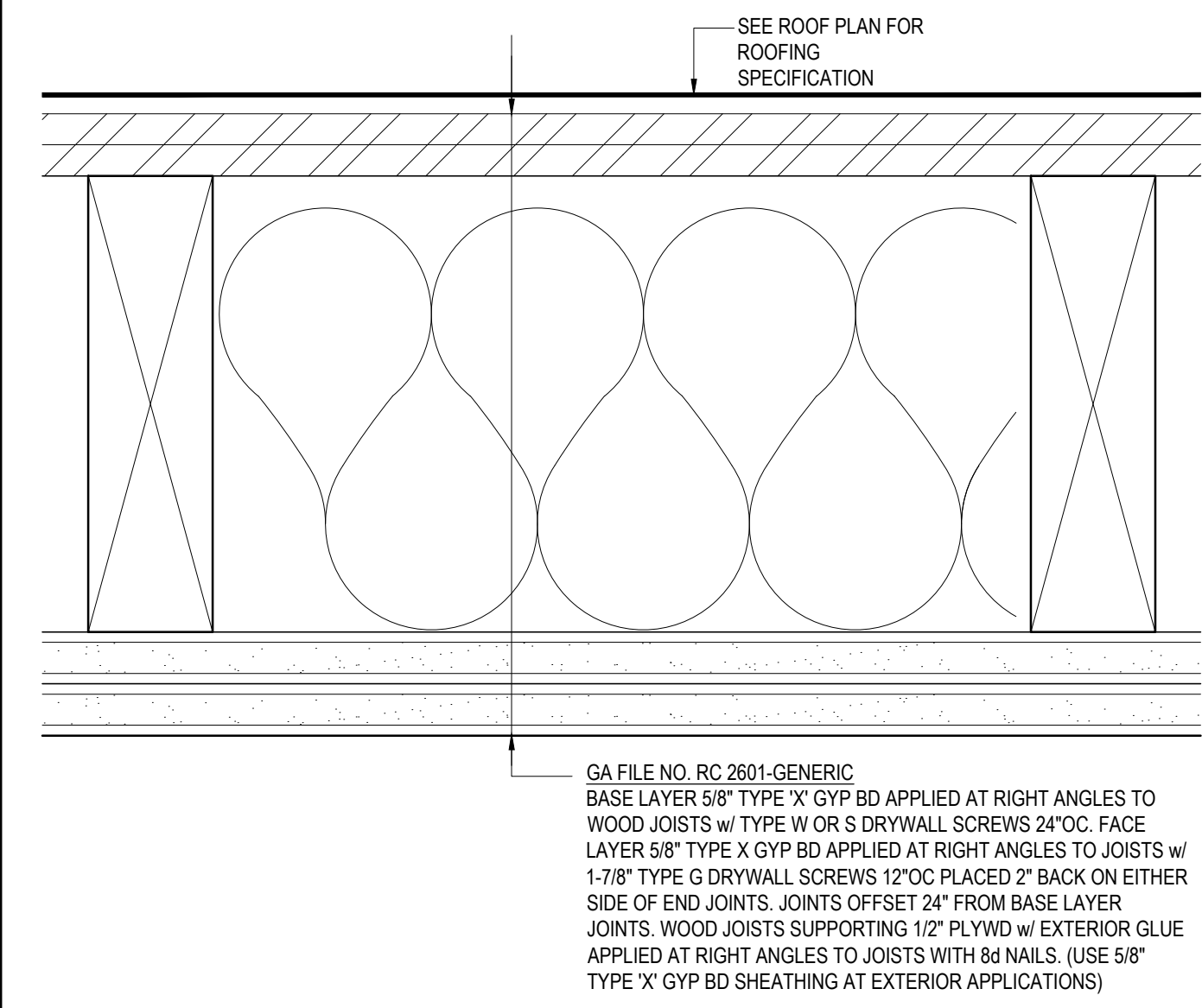
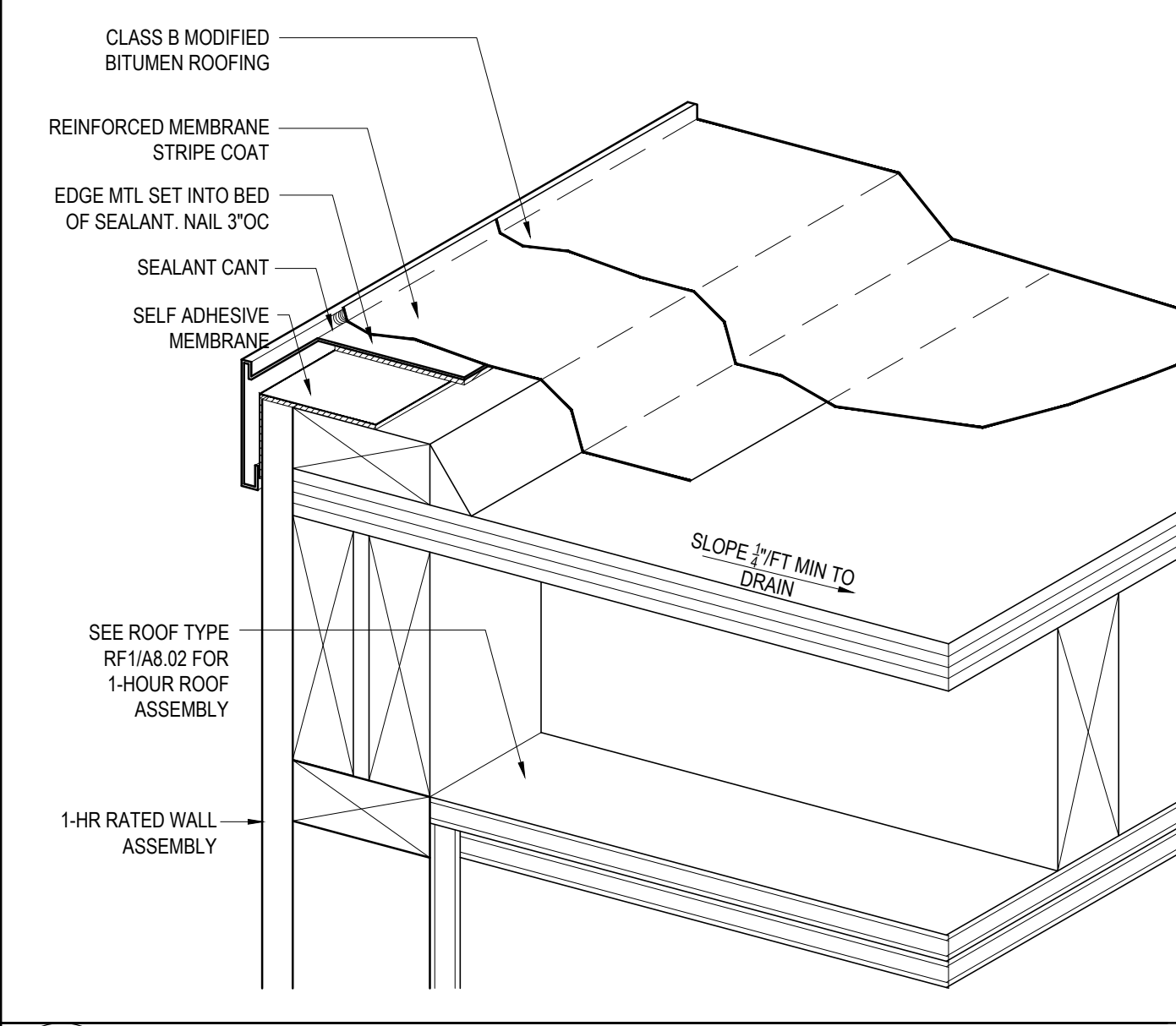
AREA FOR PERMIT STAMPS	
EXTERIOR DETAILS AND WALL TYPES	
SCALE	AS NOTED
DRAFTED BY	JAE
CHECKED BY	JAE
JOB NAME	SPRINGER
PLOT DATE: 10/02/24	
A8.01	
SHEET SEQUENCE: ## of ##	



06 A8.02



03 A8.02



RF1 A8.01

1645 Building A &
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DRAWING SET:
PERMIT DRAWINGS
SUBMITTALS:

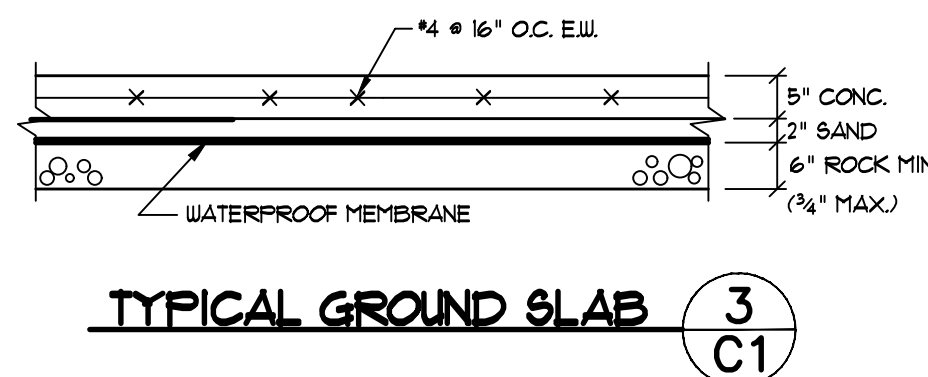
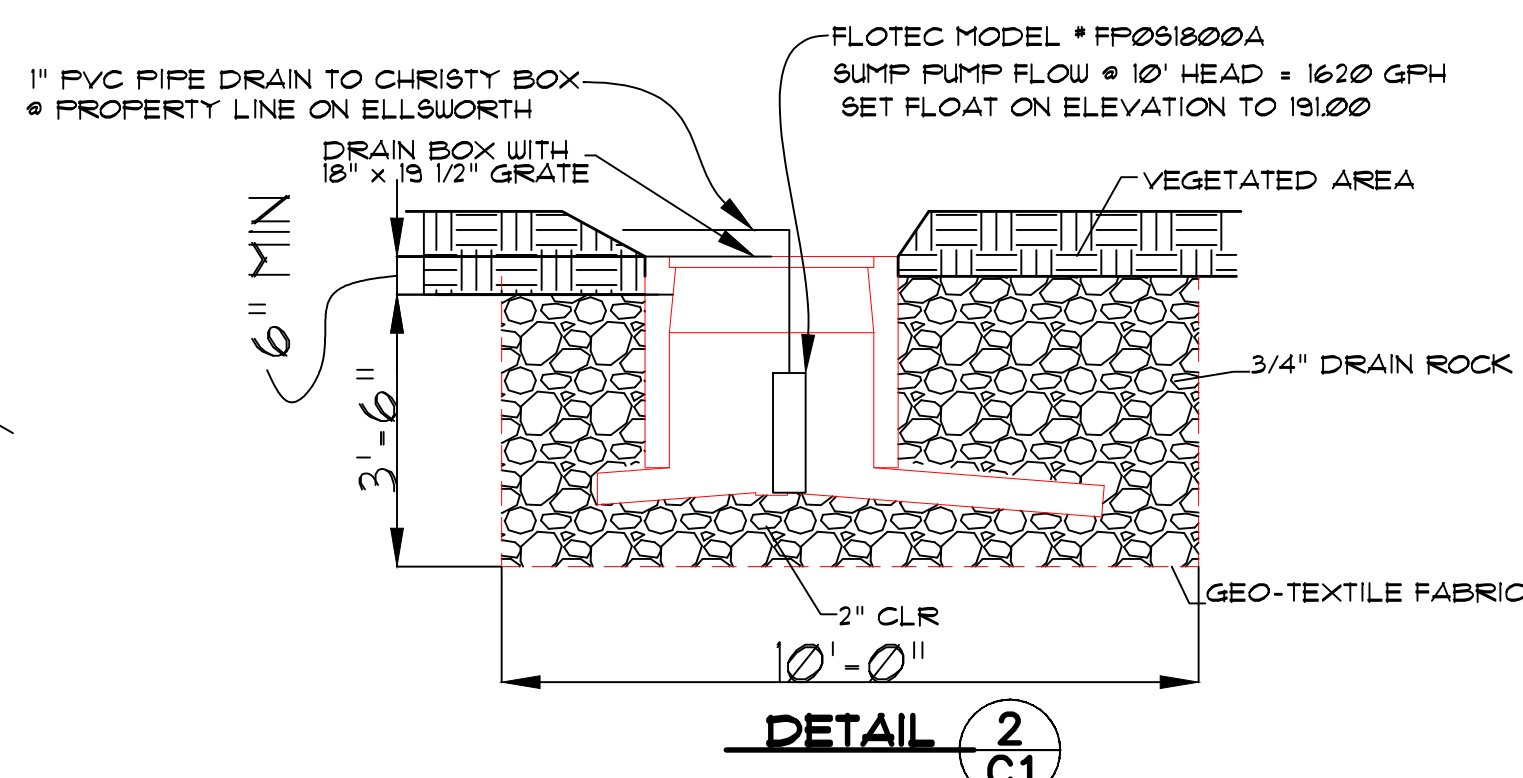
AREA FOR PERMIT STAMPS

ROOF DETAILS

SCALE AS NOTED
DRAFTED BY JAE
CHECKED BY JAE
JOB NAME SHEA
PLOT DATE: 10/02/24

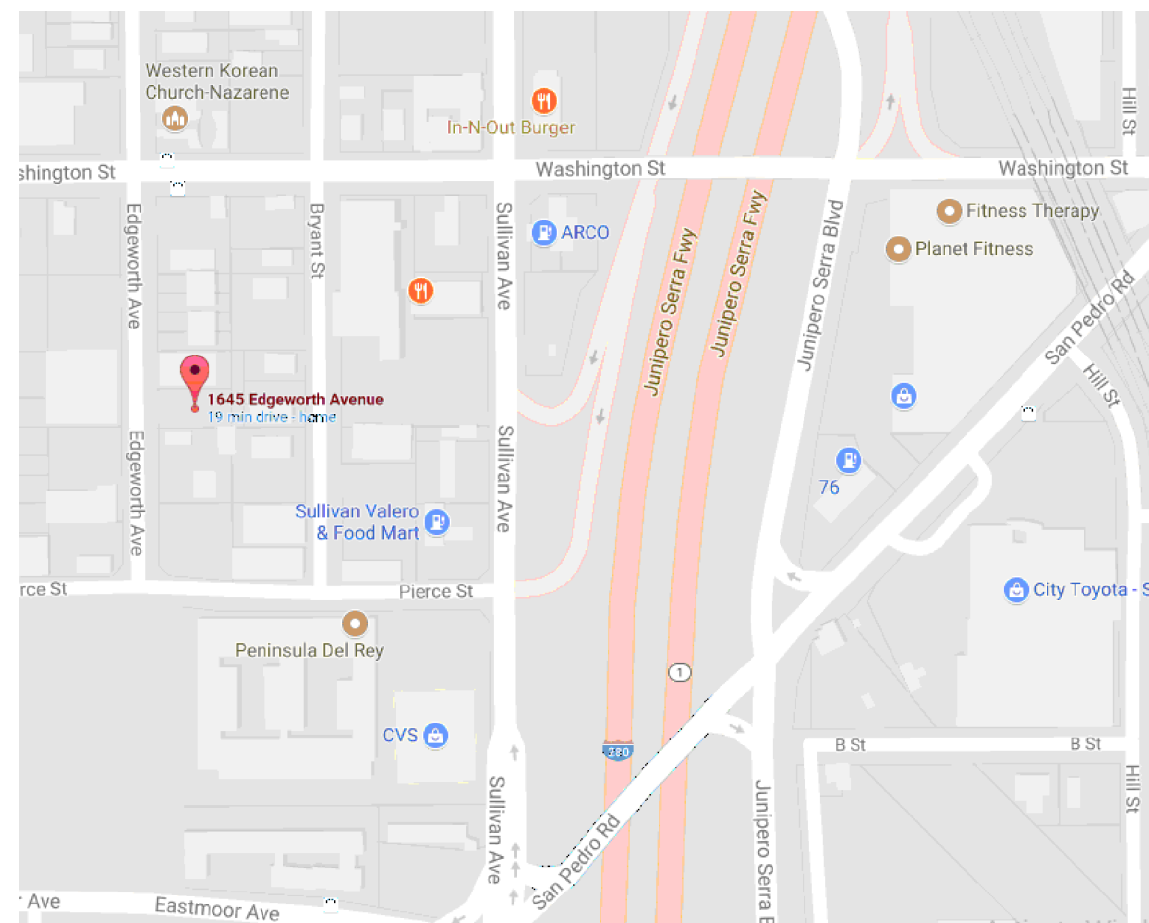
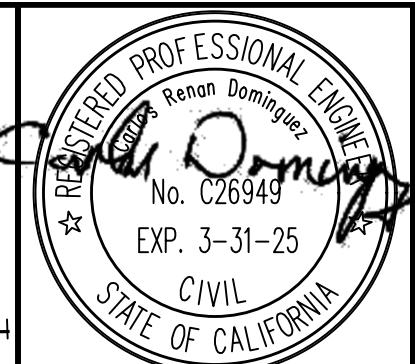
SHEET NO. A8.02
SHEET SEQUENCE: ## of ##

12" MIN 3/4" DRAIN ROCK AT THE BOTTOM OF ALL CHRISTY BOXES

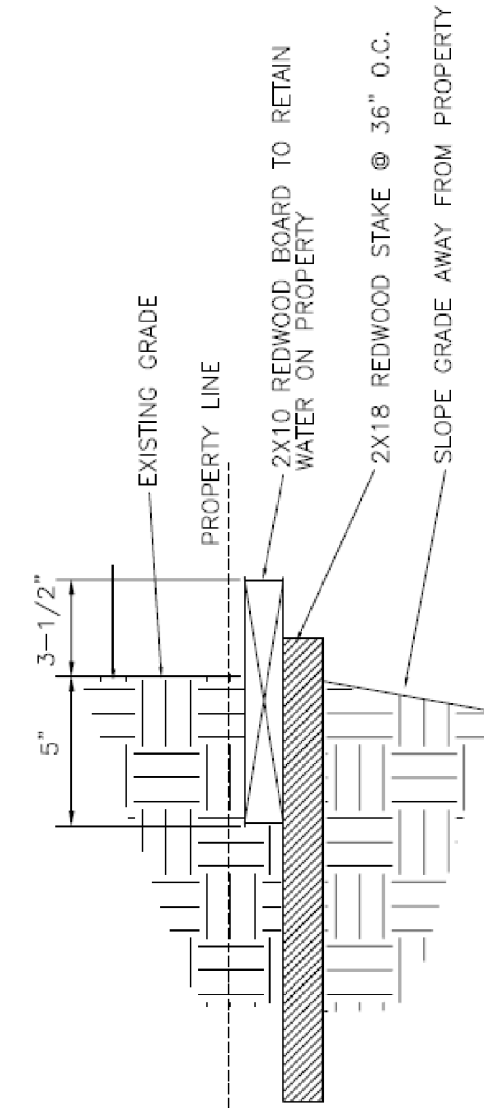


CHRISTY V64
CATCH BASIN
WITH STORMTEK
ST-3
Rim = 191.51
Inv = 189.50
FLOTEC MODEL # FF061800A
SUMP PUMP FLOW @ 10' HEAD = 1620
SET ON FLOAT ELEVATION TO 191.00

CHRISTY V64
CATCH BASIN
WITH STORMTEK
ST-3
Rim=193.18
Inv=191.00
FLOTEC MODEL *FP051800A
— SUMP PUMP FLOW @ 10' HEAD = 1620 GPM
GFT FLOAT ELEVATION TO 192.50



VICINITY MAP
N.T.S.



PL WATER RETENTION DETAIL (4
C1)

BASIS OF BEARING

THE BEARING $S00^{\circ}13'0''W$ OF THE CENTERLINE OF EDGEWORTH AVENUE, AS SHOWN ON THAT MAP ENTITLED "PARCEL MAP M8 02-1", RECORDED NOVEMBER 18, 2003, IN BOOK 75 OF PARCEL MAPS AT PAGES 32 AND 33, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, CALIFORNIA, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

SPECIAL NOTES

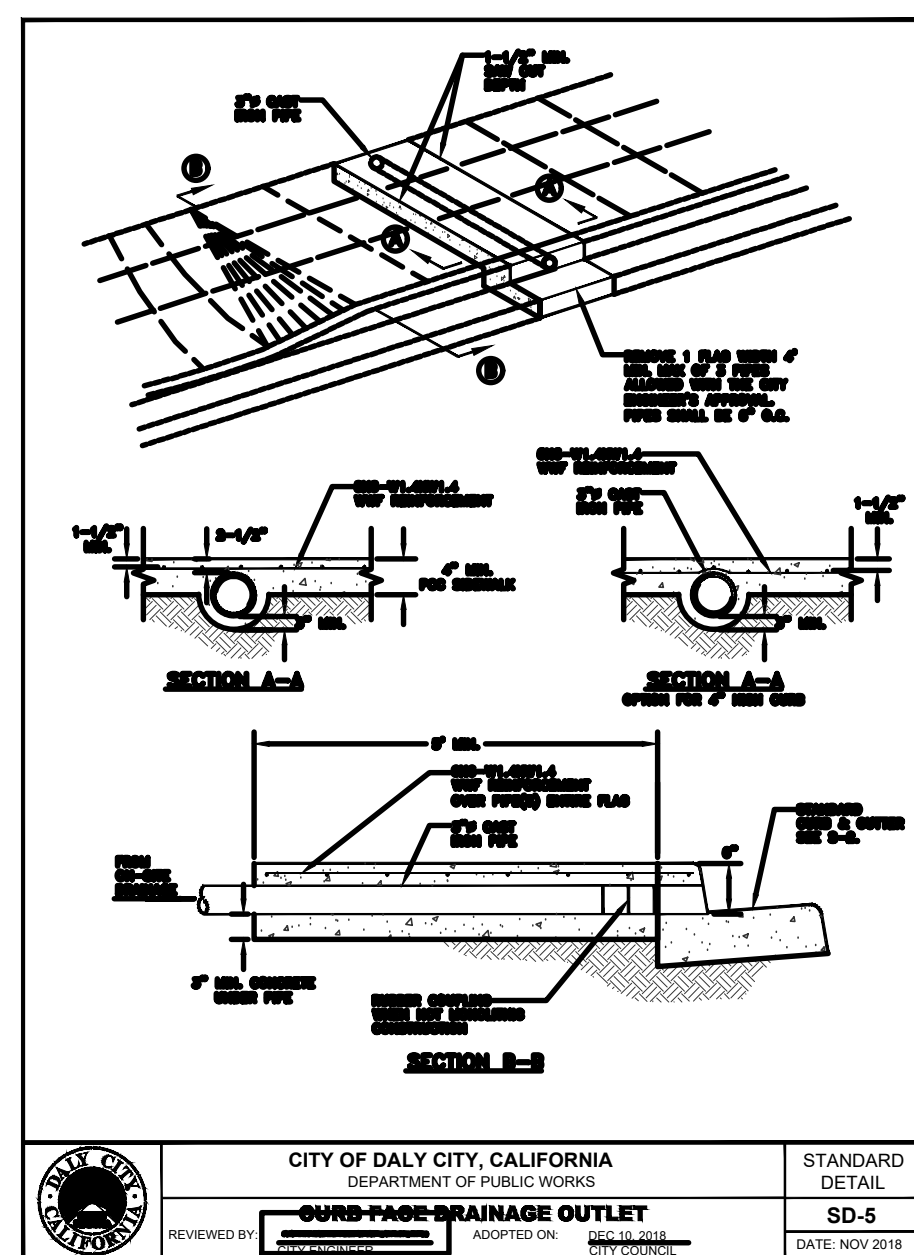
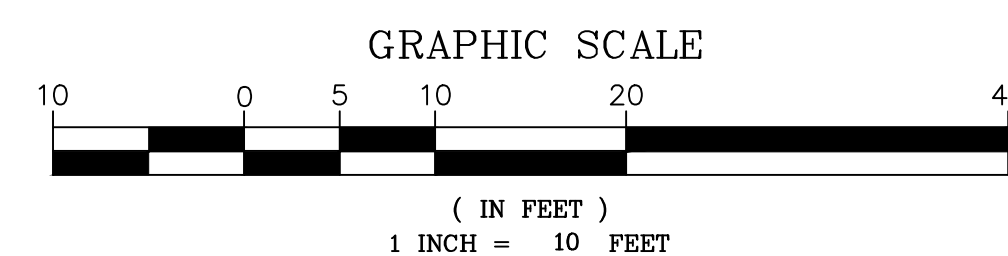
1. ALL DIMENSIONS FROM THE BOUNDARIES OF THE PROPERTY IN QUESTION TO MONUMENT LINES OF THE MONUMENT MAP REFERRED TO HEREON ARE GIVEN FOR THE SOLE PURPOSE OF ITS RETRACEMENT. SUCH INFORMATION SHALL NOT BE USED FOR ANY OTHER PURPOSE.
2. ALL DEFLECTION ANGLES HEREON ARE 30 OR 45 DEGREES UNLESS EXPRESSLY OTHERWISE INDICATED.
3. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
4. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
5. ALL GRADES ARE BASED UPON ELEVATION OF 200.08' ON NAIL AND TAG ON EDGEWORTH AVENUE.
6. DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF CONSTRUCTION.
7. A CERTIFIED DALY CITY DISTRIBUTION SYSTEM OPERATOR MUST BE PRESENT FOR ALL HYDROSTATIC TESTING, CHLORINATION, FLUSHING, BACTERIA TESTING AND CONNECTIONS TO THE EXISTING SYSTEM, PER CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, OPERATOR CERTIFICATION REGULATIONS, SECTION 63170. THE DWMR MUST RECEIVE THE REQUEST FOR THE CERTIFIED OPERATOR TO BE PRESENT FOR THESE OPERATIONS IN WRITING NO LESS THAN SIX (6) WORKING DAYS PRIOR TO THE ANTICIPATED DATE OF WORK.

ABBREVIATIONS

P/L	PROPERTY LINE
EX.	EXISTING
FND.	FOUND
MEAS.	MEASURED
N.T.S.	NOT TO SCALE

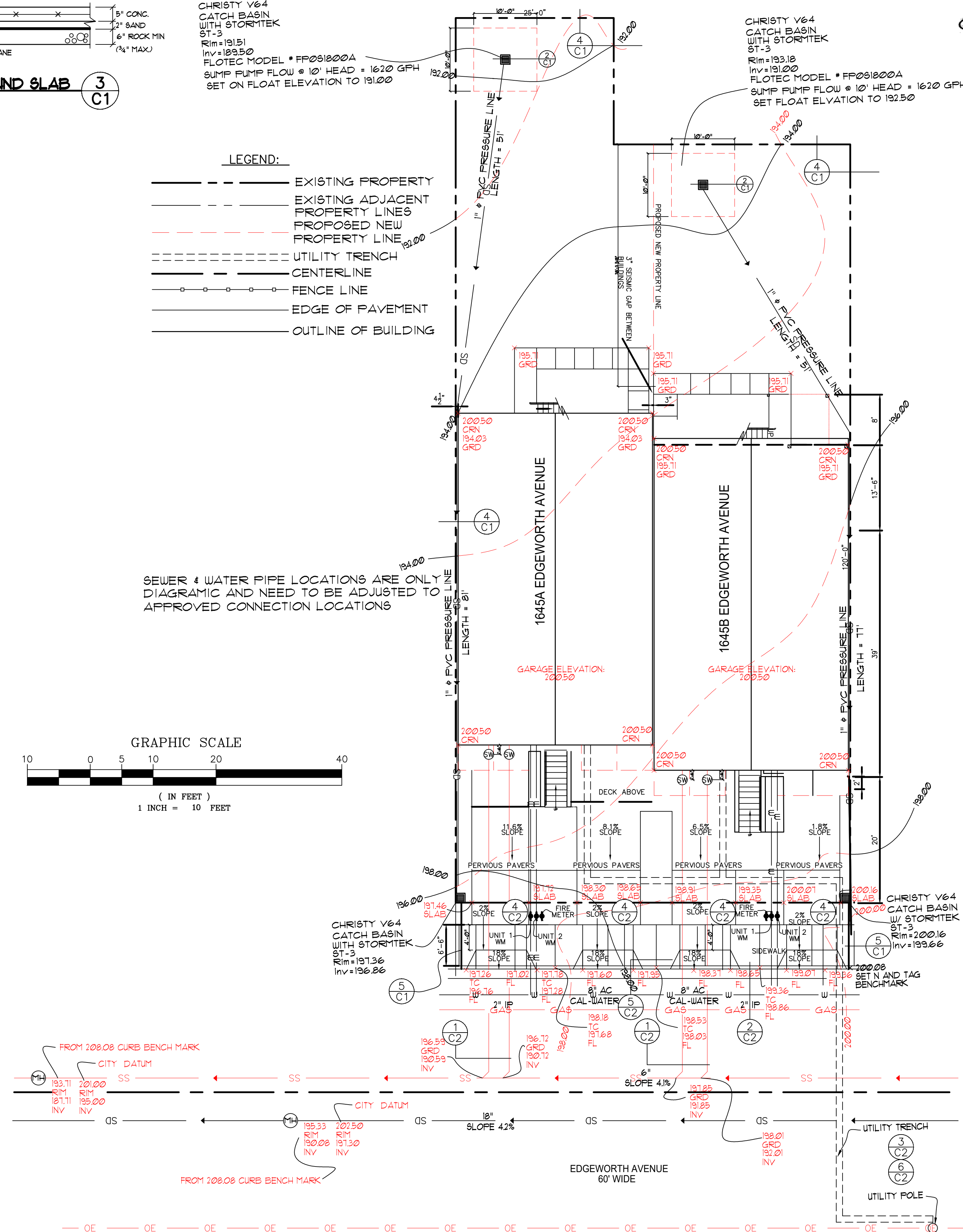
SYMBOLS

	FND MOUNTMENT
	MAN HOLE
	WATER METER
	SEWER CLEAN OUT



CURB FACE DRAINAGE OUTLET (5
C1)

NOTE:
CONTRACTOR SHALL OBTAIN AN ENCROACHMENT
PERMIT FROM ENGINEERING DIVISION FOR THE ABOVE.



FILL: 50 CY/ LOT 100 CY TOTAL BELOW BUILDINGS.

GRADING AND DRAINAGE PLAN

SCALE: 1 IN. = 10 FT.

REGISTERED PROFESSIONAL ENGINEER
Renon Dominguez
No. C26949
EXP. 3-31-25
CIVIL
STATE OF CALIFORNIA

GRADING AND DRAINAGE PLAN FOR JOHN F. BRITTON
1645 EDGEWORTH AVENUE, DALY CITY

DALLAS, OR. 97338
(650) 359-0947 EMAIL carlos@dominguezassociates.com

DOMINGUEZ ASSOCIATES LLC

REVISION	
NO.	DATE

SCALE

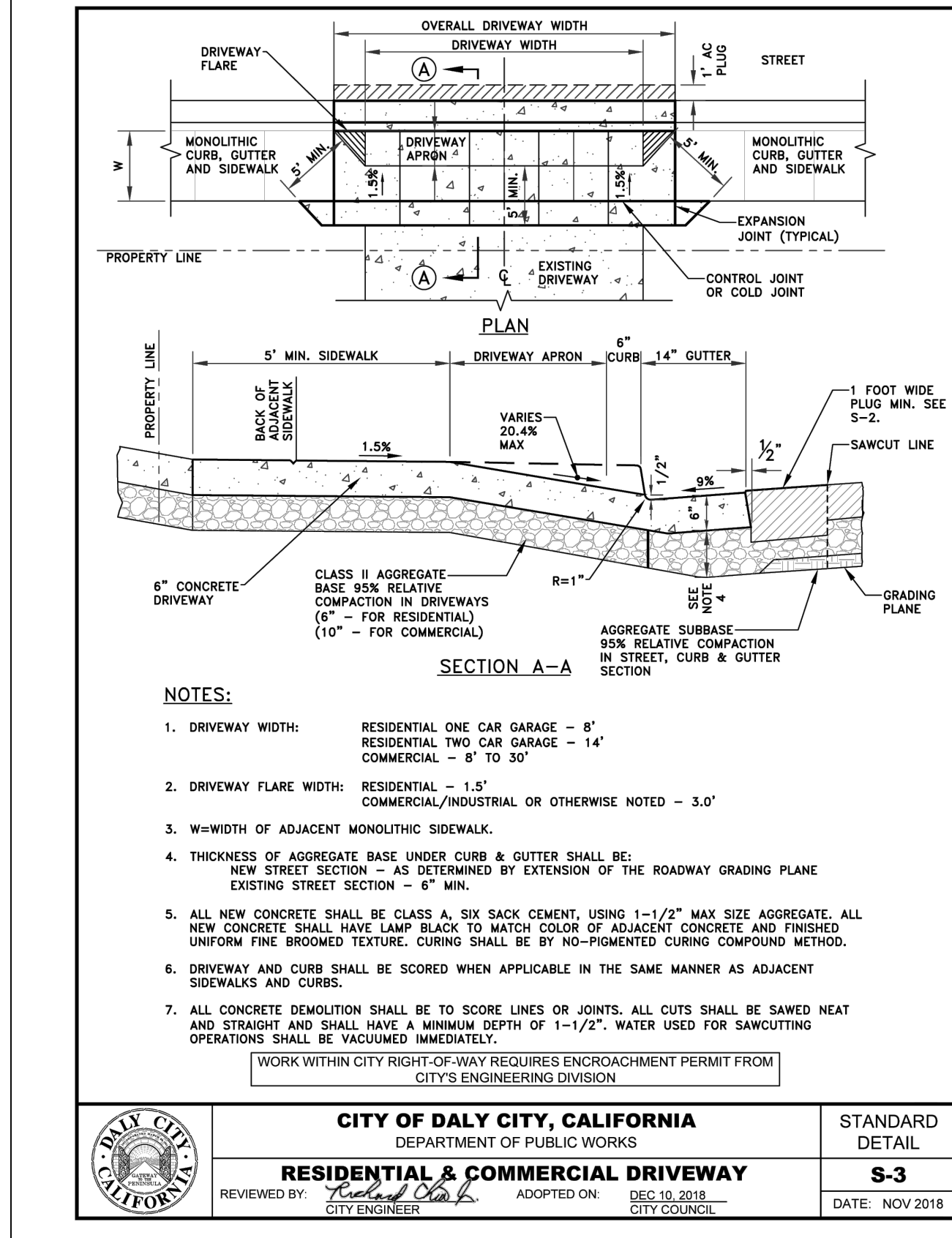
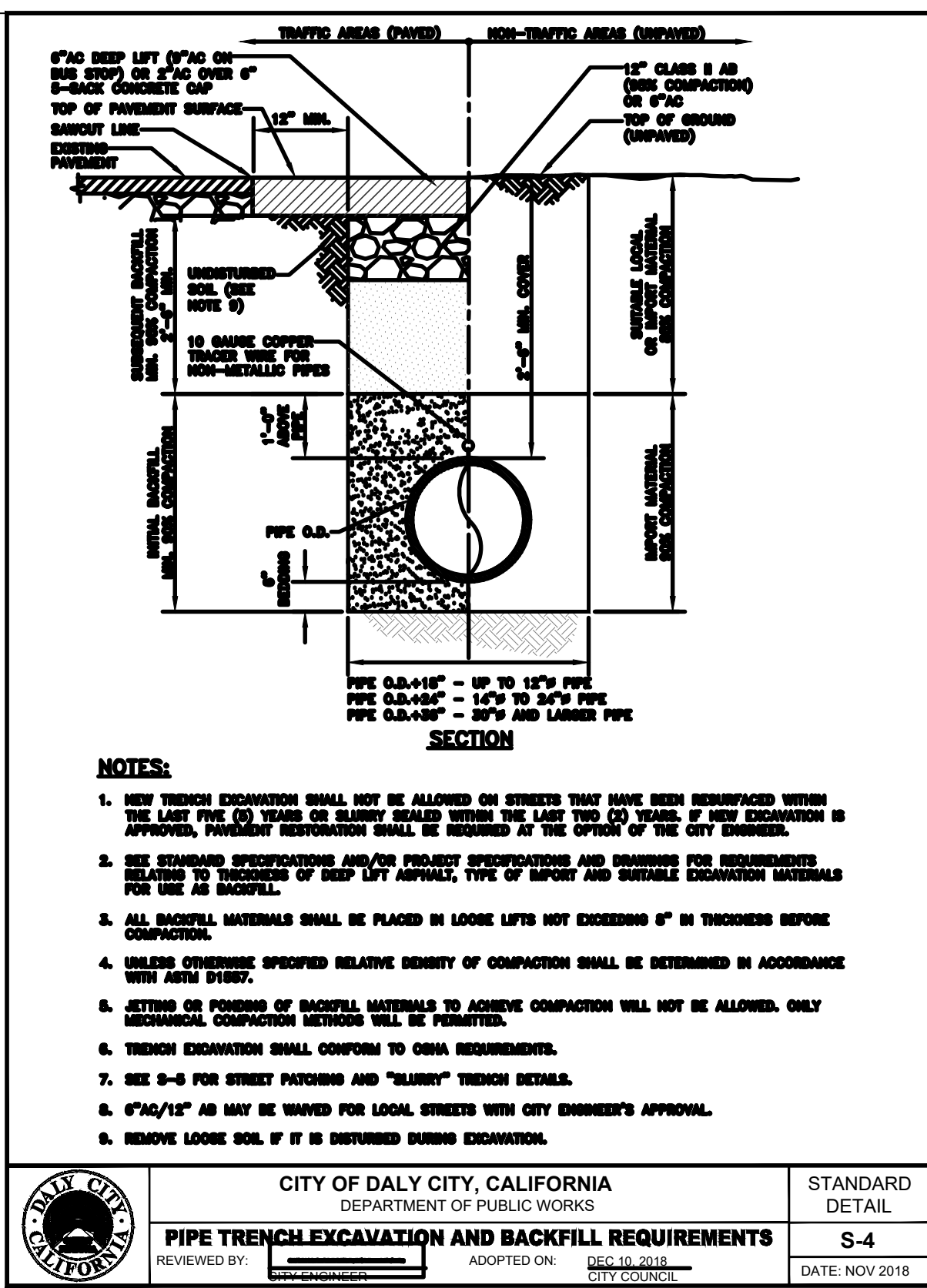
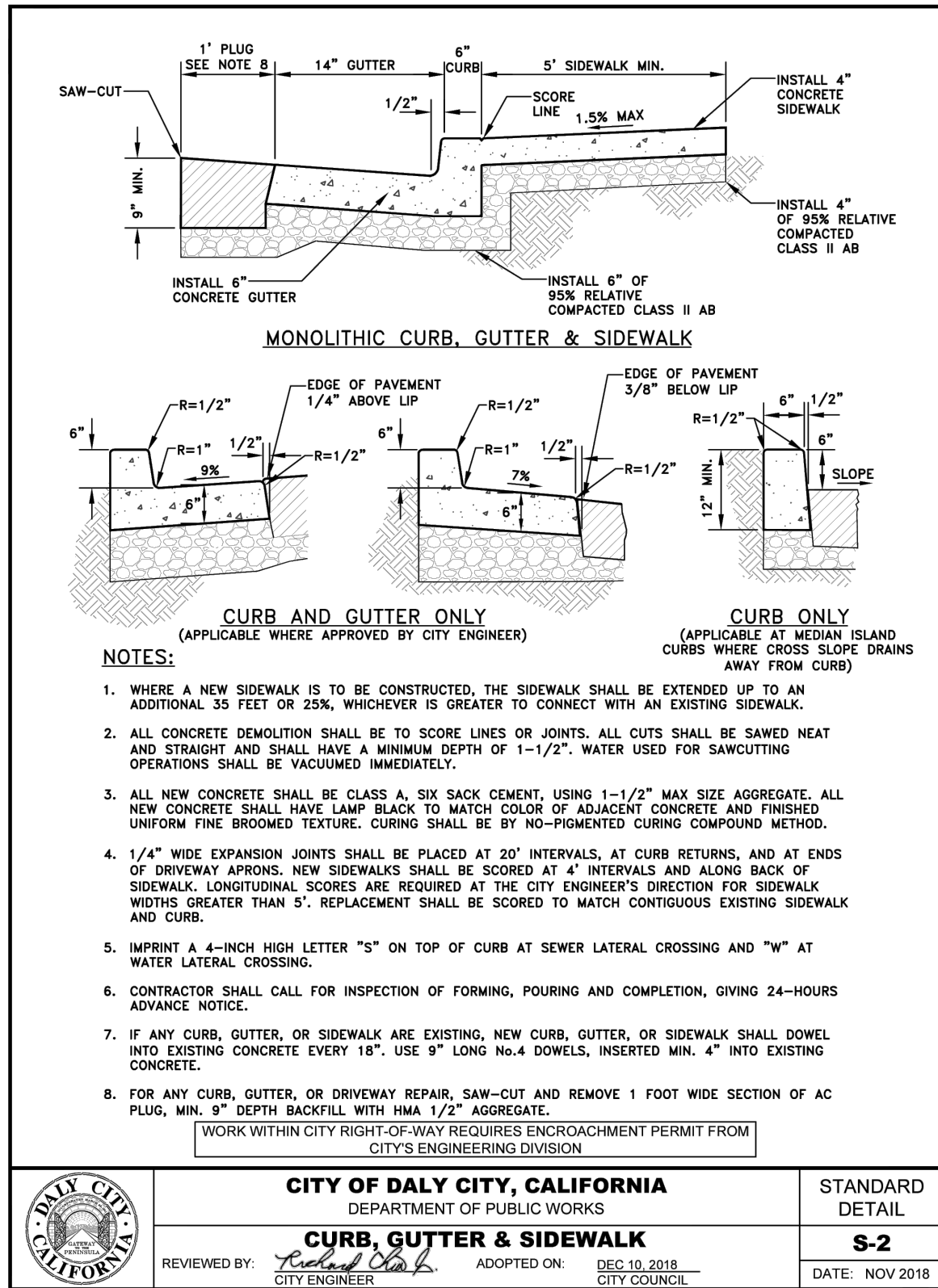
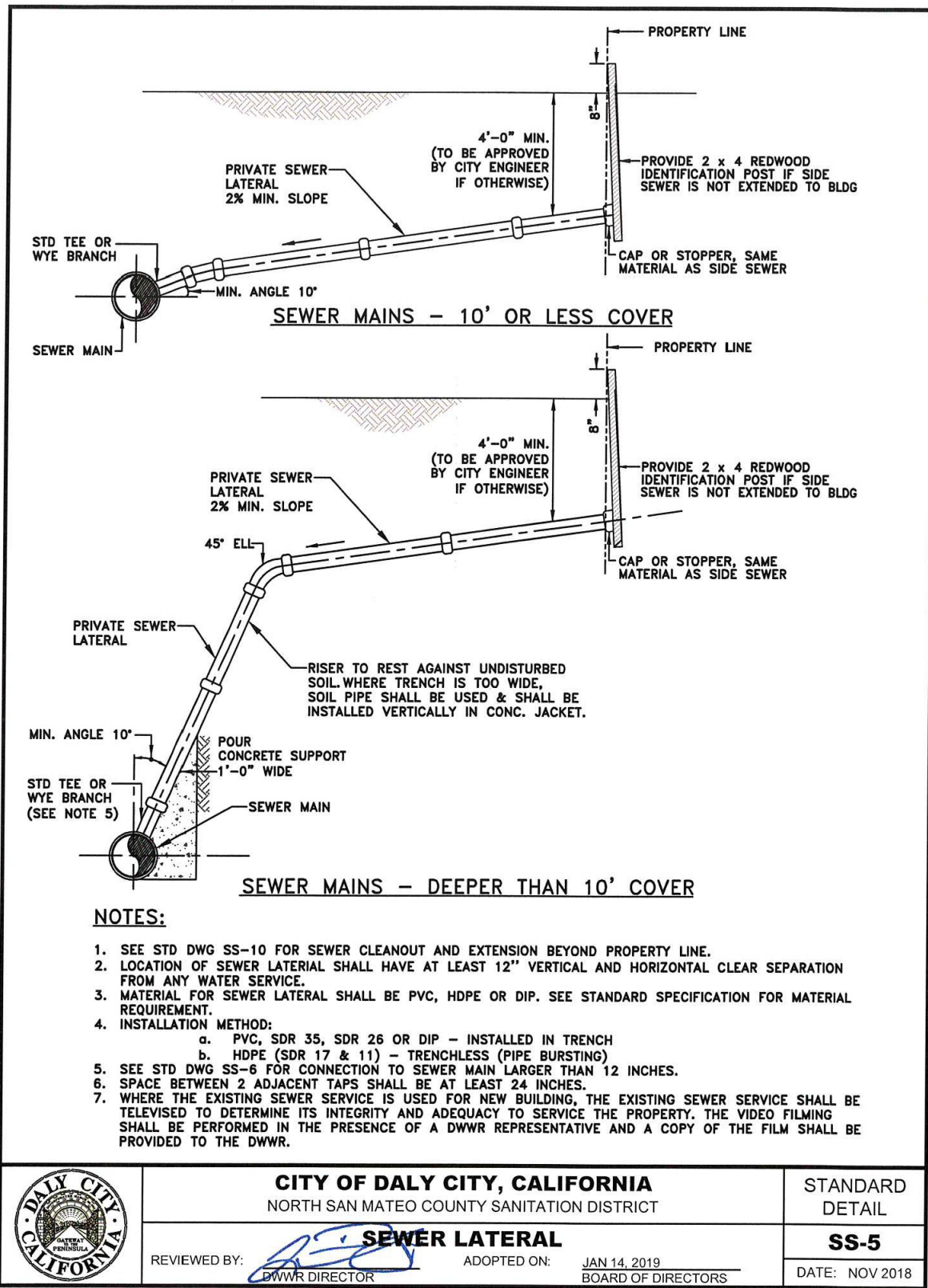
SHEET	NUMBER
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OF SHEETS

DATE 7-12-24

FILE BR 1536

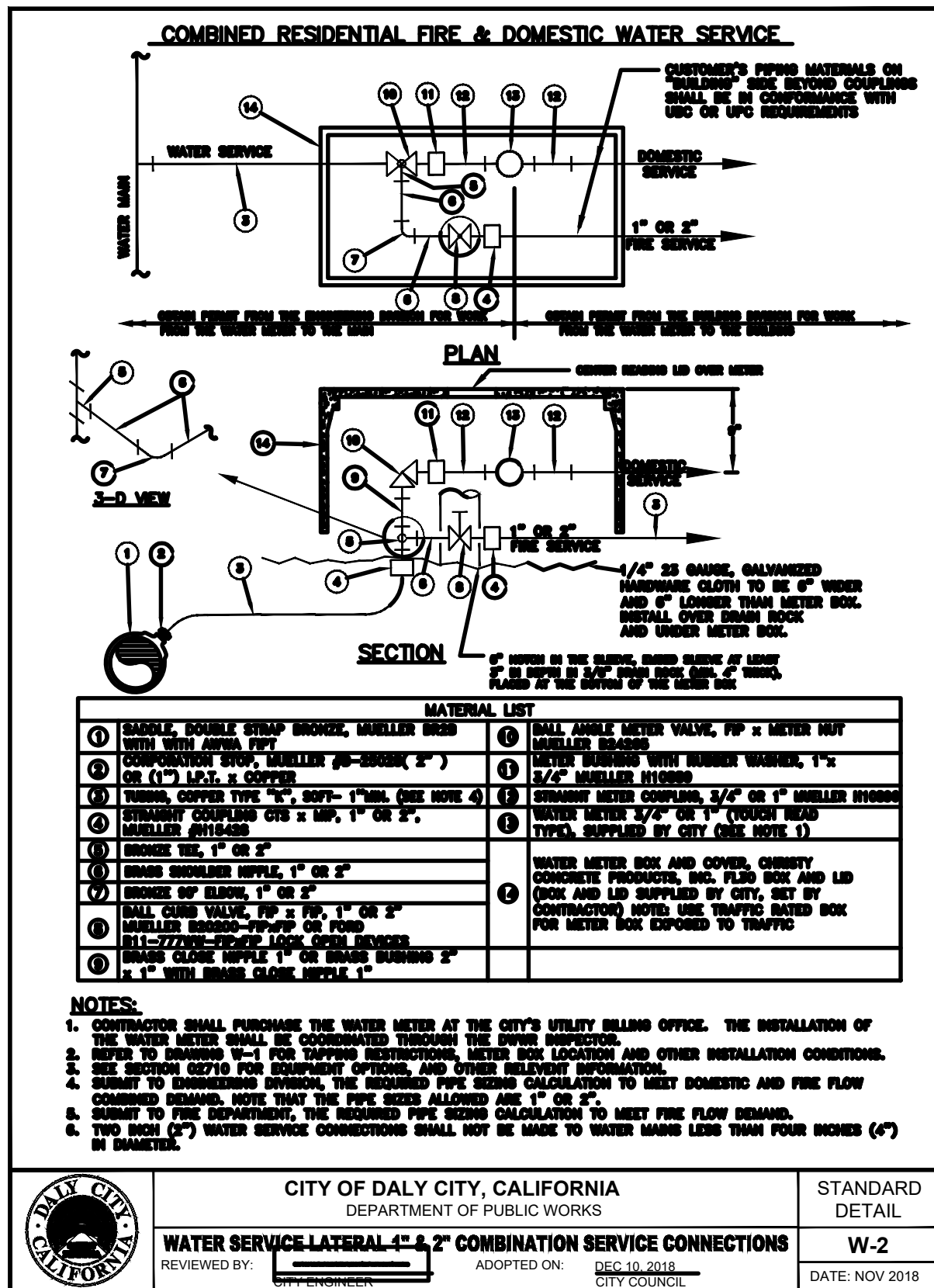


SEWER LATERAL DETAILS 1 C2

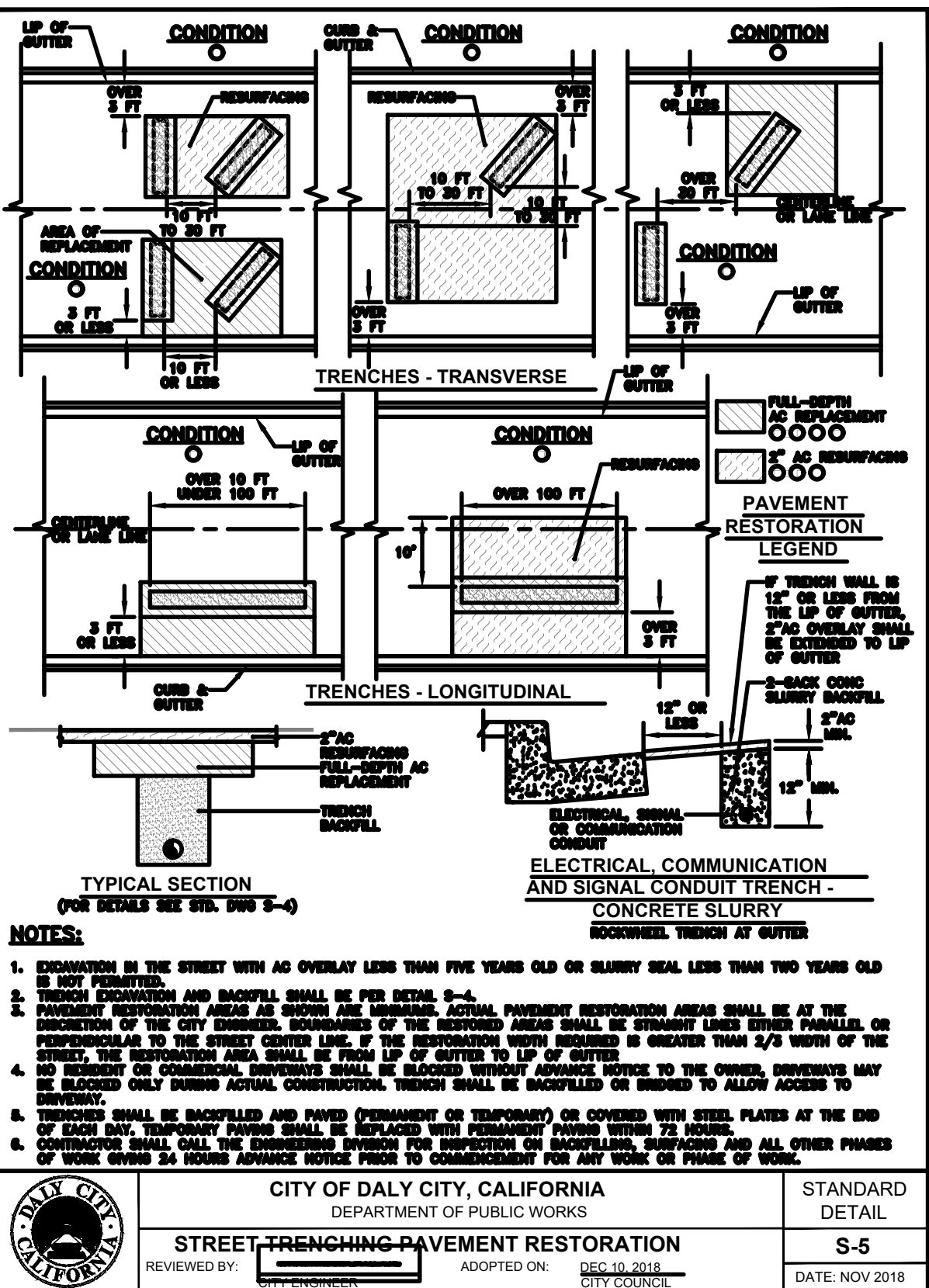
CURB, GUTTER, & SIDEWALK 2 C2

TYPICAL PIPE TRENCH 3 C2

DRIVEWAY 4 C2



1" WATER SERVICE LATERAL 1" & 2" COMBINATION SERVICE CONNECTIONS 5 C2



STREET TRENCHING AND PATCHING 6 C2



STANDARD CITY DETAILS FOR JOHN F. BRITTON
1645 EDGEWORTH AVENUE, DALY CITY

DOMINGUEZ ASSOCIATES LLC 4360 COOPER HOLLOW RD. DALLAS, OR. 97338
(650) 359-0947 EMAIL: carlos@dominguezassociates.com

REVISION
NO. DATE

SCALE
SHEET NUMBER

C2

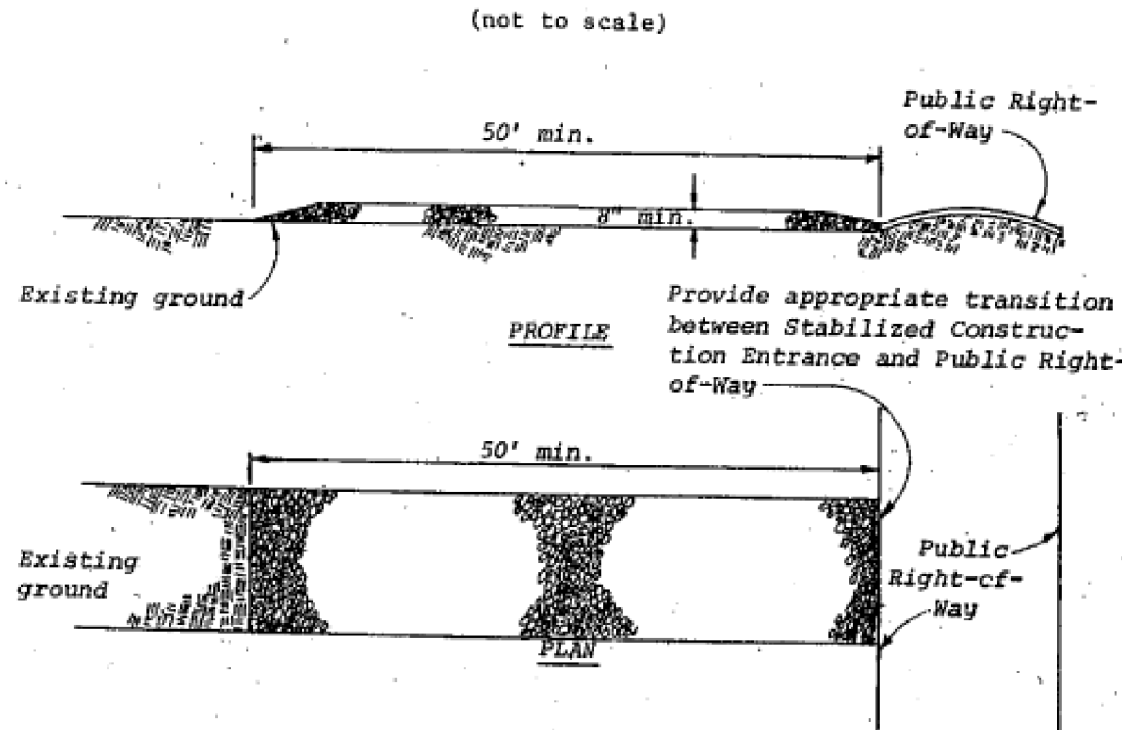
OF SHEETS
DATE 7-12-24
FILE BRI1536

CHAPTER 7

STRUCTURAL STANDARDS AND SAMPLE SPECIFICATIONS

**MEASURE A:
TEMPORARY STABILIZED
CONSTRUCTION ENTRANCE**

FIGURE 7. Sample Drawing: Stabilized Construction Entrance



Design and Construction Specifications

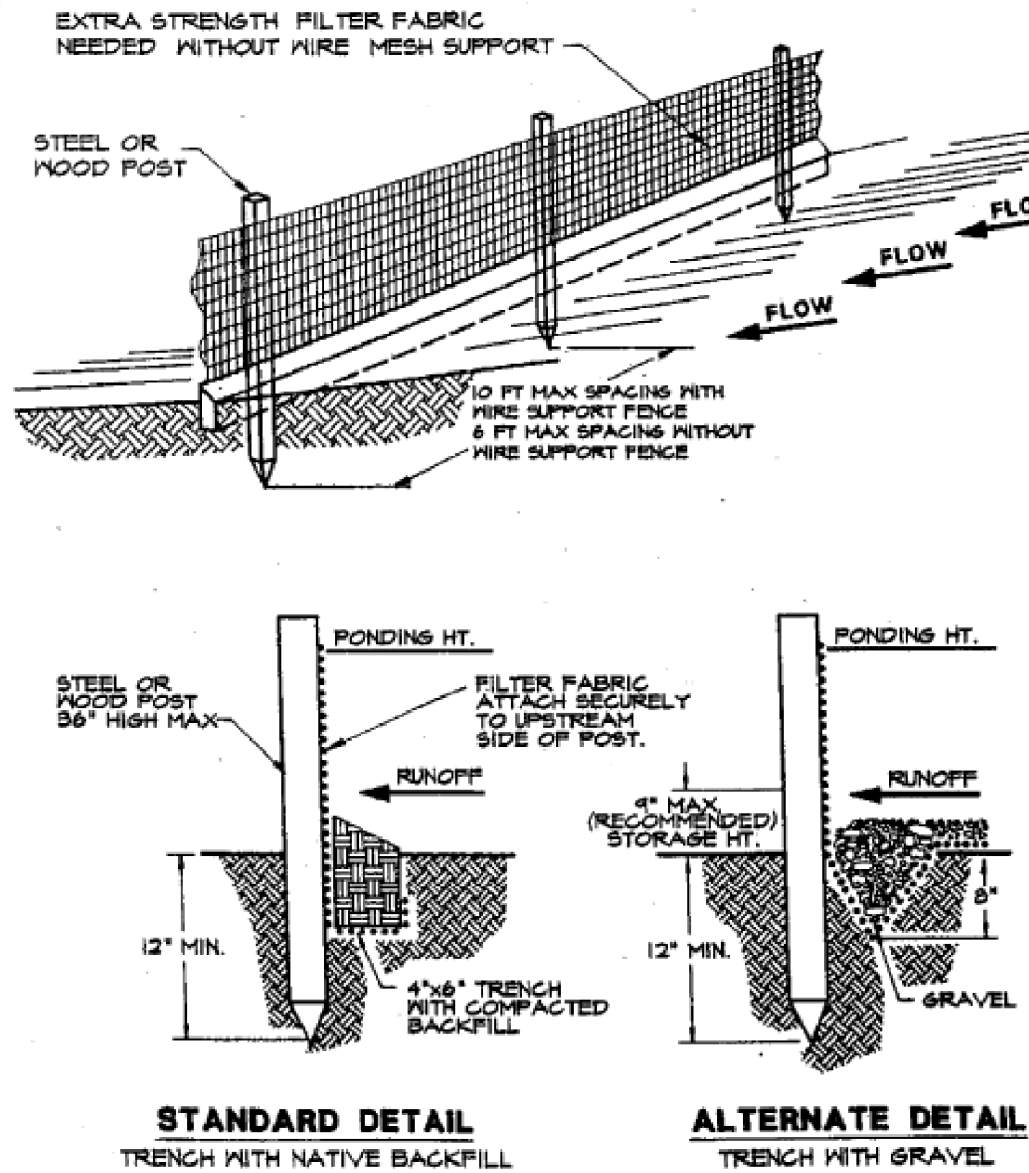
1. The material for construction of the pad shall be 2 to 3 inch (5-8 cm) stone.
2. The thickness of the pad shall not be less than 8 inches (20 cm).
3. The width of the pad shall not be less than the full width of all points of ingress or egress.
4. The length of the pad shall as required, but not less than 50 feet (15 m).
5. The entrance shall be maintained in a condition that will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand, and repair and/or cleanout of any measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public rights-of-way shall be removed immediately.
6. When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with crushed stone which drains into an approved sediment trap or sediment basin. All sediment shall be prevented from entering any storm drain, ditch, or watercourse through use of sand bags, gravel, boards, or other approved methods.

CHAPTER 7

STRUCTURAL STANDARDS AND SAMPLE SPECIFICATIONS

**MEASURE R:
TEMPORARY
SILT FENCE**

FIGURE 39. Sample Drawing: Silt Fence



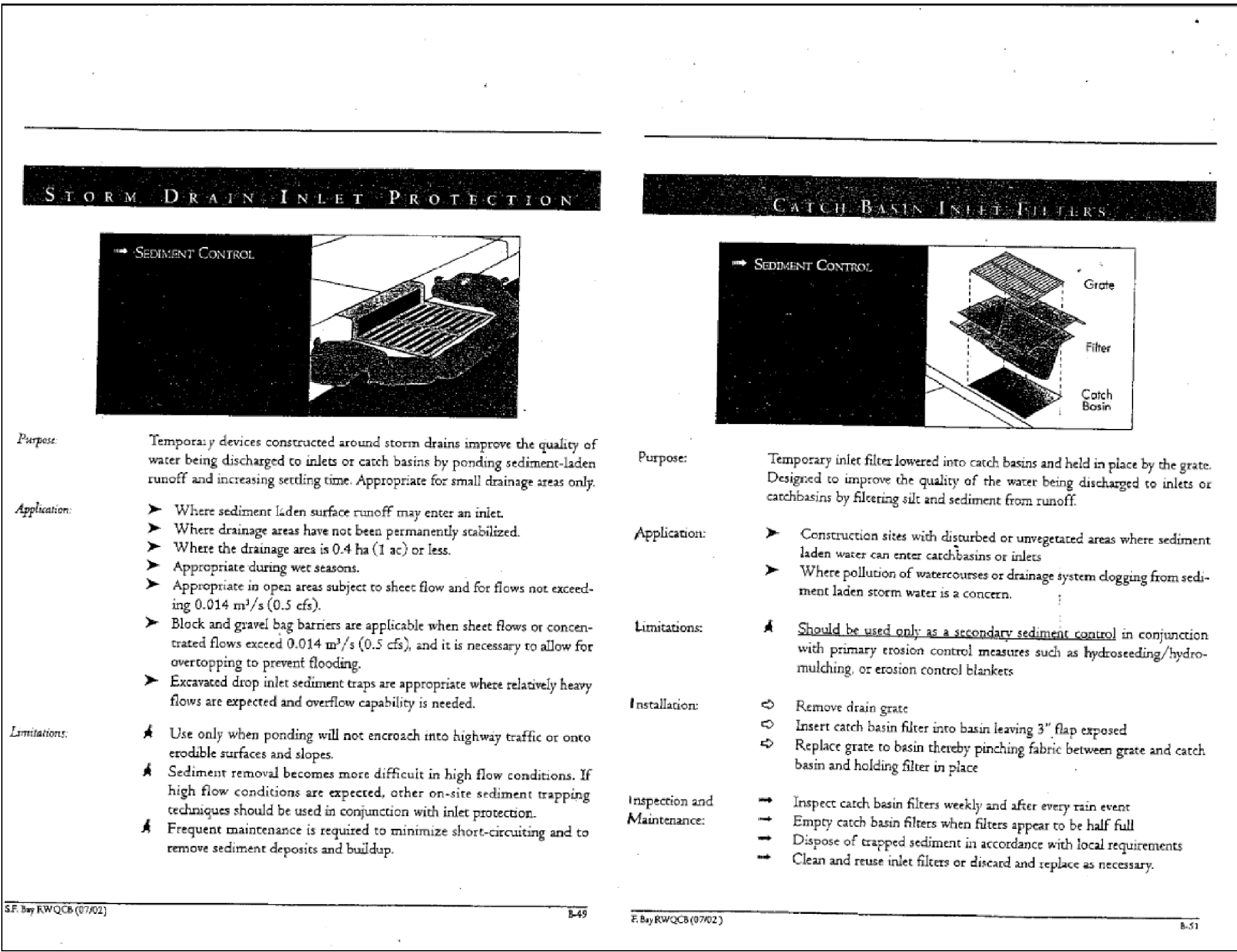
Source: Erosion Draw 1.3, Salix Applied Earthcare [Ref. No. 3]

Manual of Standards for Erosion and Sediment Control Measure

7.143

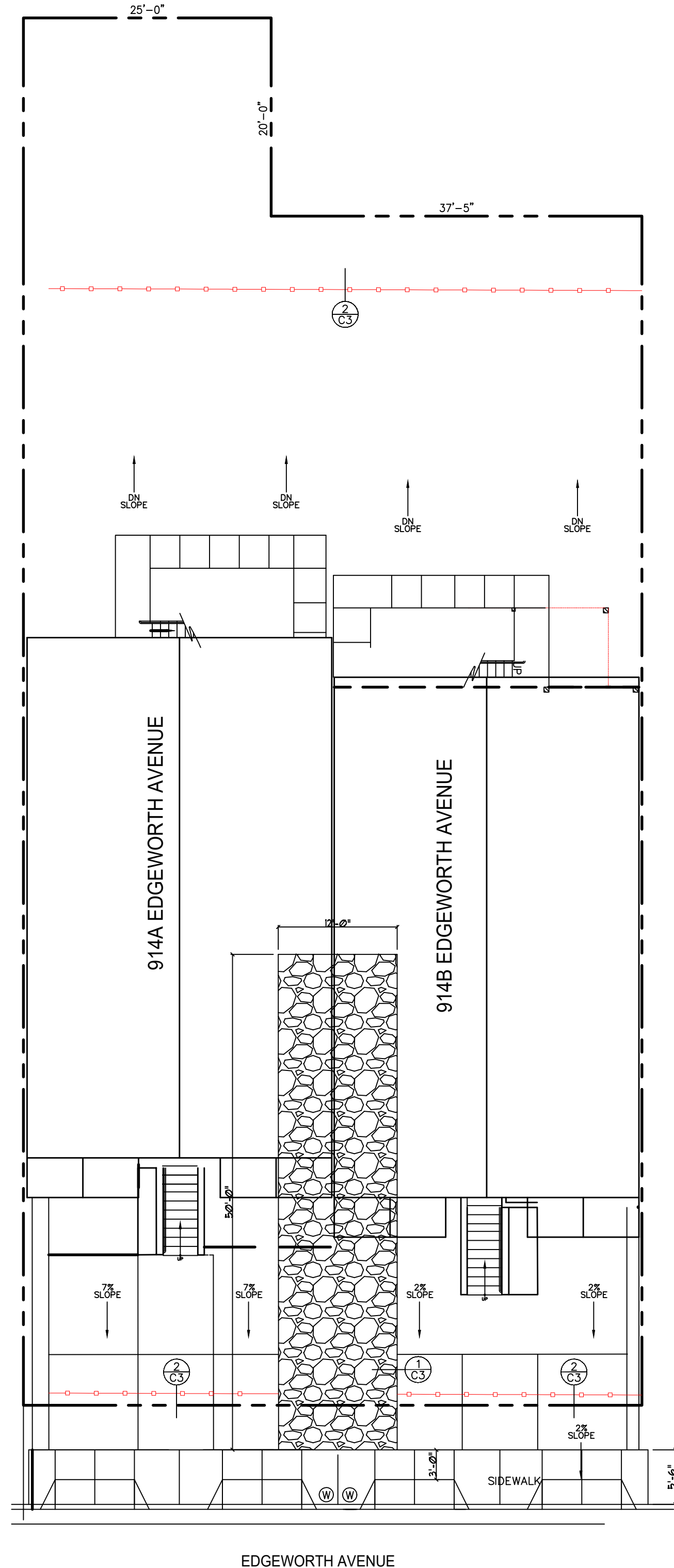
STABILIZED CONSTRUCTION ENTRANCE (1)
 TO BE USED IF CONSTRUCTION EQUIPMENT LEAVES (C3)
 THE PUBLIC STREET.

SILT FENCE DETAIL (2)
C3



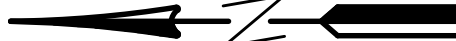
STORM DRAIN INLET PROTECTION 3
C3

CATCH BASIN INLET FILTERS (4
C3)



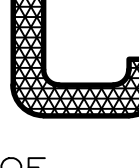
EROSION CONTROL PLAN

SCALE: 1 IN. = 10 FT.



EROSION CONTROL PLAN FOR JOHN F. BRITTON
1645 EDGEWORTH AVENUE, DALY CITY

DOMINGUEZ ASSOCIATES LLC • 4360 COOPER HOLLOW RD. • DALLAS, OR. 97338
(650) 359-0947 EMAIL carlos@dominguezassociates.com

REVISION	
NO.	DATE
SCALE	
SHEET	NUMBER
	
OF	SHEETS
DATE	7-12-24
FILE	BRI 1536



City Council Meeting Agenda Report

Item # _____

Meeting Date: January 27, 2025

Subject: Adopt a Resolution Supporting Small Business Growth and Development and Policies to Enhance Economic Growth

Recommended Action

Staff recommends that the City Council adopt a Resolution Supporting Small Business Growth and Development and Policies to Enhance Economic Growth.

Background

The City is committed to providing a platform for its small business community. As part of this commitment, the City Council adopted an ordinance to create a Daly City Small Business Commission (SBC) comprised of small business owners within the City. The SBC is tasked with helping business owners and entrepreneurs navigate the challenges associated with creating, owning, and operating a small business within the City. The SBC is supported by the Economic & Community Development Specialist, who has been designated the Small Business Advocate for the City of Daly City to foster positive business relationships and further promote economic growth and development in Daly City.

On November 14, 2024, the Daly City Small Business Commission held a Small Business Community Engagement Day to provide a platform for local small business owners to share their successes, needs, and challenges in our City. Several small business owners shared their need for more resources and support from the City, as well as the challenges they face accessing capital, navigating regulatory environments, and competing with larger enterprises.

Discussion

Daly City small businesses are the backbone of our economy—creating jobs, fostering innovation, and contributing to the overall economic vitality of our community. The success of small businesses directly impacts the prosperity and well-being of our local community. As such, it is imperative to support policies, initiatives, and programs that enhance the growth and sustainability of small businesses.

Furthermore, the City of Daly City recognizes the need to address land-use barriers that hinder small business growth and to actively identify opportunities for mixed-use developments, commercial corridors, and small business hubs. Strategic land-use policies play a critical role in fostering a supportive environment for small businesses by providing affordable, accessible, and appropriately designated spaces.

In recognition of the importance of small businesses, the City is committed to the following strategies to ensure small businesses continue to thrive:

1. **Support for Economic Growth:** We pledge to actively support and encourage initiatives that provide financial assistance, resources, and networking opportunities for small businesses.

City Council Agenda Report

Subject: Adopt a Resolution Supporting Small Business Growth and Development and Policies to Enhance Economic Growth

Meeting Date: January 27, 2025

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2. **Policy Advocacy:** We will advocate for policies at the local, state, and national levels that reduce burdensome regulations, improve access to capital, and create an environment where small businesses can thrive.
3. **Community Collaboration:** We will work with local chambers of commerce, small business associations, and other stakeholders to foster an ecosystem of support for entrepreneurs and small business owners.
4. **Promote Awareness:** We will prioritize initiatives that promote the visibility of small businesses within the community, encouraging local spending and collaboration.
5. **Education and Training:** We will support efforts to provide small businesses with training, mentorship, and educational resources to help them succeed in an ever-changing marketplace.

Summary/Conclusion

Since small businesses contribute to the historical and cultural identity of the City, as well as stimulate the economic vitality of our community, staff recommends that the City Council adopt a Resolution Supporting Small Business Growth and Development and Policies to Enhance Economic Growth.

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

Respectfully submitted,



Leilani Ramos
Assistant to the City Manager



Maybelle Manio
Economic & Community Development Specialist

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
SUPPORTING SMALL BUSINESS GROWTH AND DEVELOPMENT AND POLICIES TO
ENHANCE ECONOMIC GROWTH

WHEREAS, small businesses are the backbone of our economy, creating jobs, fostering innovation, and contributing to the overall economic vitality of our community; and

WHEREAS, small businesses face unique challenges, including access to capital, navigating regulatory environments, and competing with larger enterprises; and

WHEREAS, the success of small businesses directly impacts the prosperity and well-being of our local community; and

WHEREAS, it is imperative to support policies, initiatives, and programs that enhance the growth and sustainability of small businesses; and

WHEREAS, strategic land-use policies play a critical role in fostering a supportive environment for small businesses by providing affordable, accessible, and appropriately designated spaces; and

WHEREAS, the City of Daly City recognizes the need to address land-use barriers that hinder small business growth and to actively identify opportunities for mixed-use developments, commercial corridors, and small business hubs; and

WHEREAS, the City is committed to providing to platform for its small business community; and

WHEREAS, as part of Daly City's commitment to supporting our small businesses, the City Council adopted an ordinance to create a Small Business Commission, comprised of small business owners within the City; and

WHEREAS, the Daly City Small Business Commission is tasked with helping business owners and entrepreneurs navigate the challenges associated with creating, owning, and operating a small business within the City, as well as creating a fair playing-field for small businesses in Daly City's highly competitive market through the reduction of market entry barriers, information asymmetries, and barriers to access finance and capital; and

WHEREAS, the Small Business Commission nominates Legacy Businesses, which are celebrated annually during National Small Business Week in the month of May; and

WHEREAS, the Economic & Community Development Specialist has been designated the Small Business Advocate for the City of Daly City to foster positive business relationships and further promote economic growth and development in Daly City.

NOW, THEREFORE, BE RESOLVED, that the City Council of the City of Daly City, California

does hereby resolve, in recognition of the importance of small businesses, that:

1. **Support for Economic Growth:** We pledge to actively support and encourage initiatives that provide financial assistance, resources, and networking opportunities for small businesses.
2. **Policy Advocacy:** We will advocate for policies at the local, state, and national levels that reduce burdensome regulations, improve access to capital, and create an environment where small businesses can thrive.
3. **Community Collaboration:** We will work with local chambers of commerce, small business associations, and other stakeholders to foster an ecosystem of support for entrepreneurs and small business owners.
4. **Promote Awareness:** We will prioritize initiatives that promote the visibility of small businesses within the community, encouraging local spending and collaboration.
5. **Education and Training:** We will support efforts to provide small businesses with training, mentorship, and educational resources to help them succeed in an ever-changing marketplace.

BE IT FURTHER RESOLVED that the City Council of the City of Daly City, California commits to regularly reviewing the progress of these efforts and adapting strategies as necessary to ensure small businesses continue to thrive.

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 _____, 2025, 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