

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, January 12, 2015 - 7:00 PM
City Hall Council Chambers – 2nd Floor
333 – 90th Street, Daly City, CA 94015

Live Telecast: Comcast Channel 27, Astound 26, AT&T U-Verse 99

Webcast: www.dalycity.org/meetings

DRAFT

For those wishing to address the City Council on any Item on the Agenda or under Public Appearances/Oral Communications, please complete a Speaker Card located at the entrance to the Council Chambers and submit to a Staff Member as early in the meeting as possible.

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

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

15th Annual Daly City Holiday Decoration Contest Awards - Marian Mann

Commending the Graduates of Citizens Academy Seven

APPROVAL OF MINUTES:

Regular Meeting of November 10, 2014

Special Meetings of November 17, 2014, November 18, 2014 and November 19, 2014

APPROVAL OF AGENDA:

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.

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:

1. Approving the Subdivision Improvement Agreement Between the City of Daly City and Warmington Annie Street Associates, LLC, A Delaware Limited Liability Company and Approval of the Final Map No. 1-13-6712 for the Annie Street Subdivision
2. Amending the Existing Professional Services Contract with G&E Engineering Systems for Seismic Upgrade Design
3. Amending Traffic Regulations: (1) Install 24 ft. of 30-Minute Limited Time Parking Zone in Front of 6718 Mission Street (TSR 15/39); and (2) Install 42 ft. of No Parking Zone Along the West Curb of Mission Street, South of John Daly Boulevard (TSR 15/41)
4. Authorizing Submittal of an Application for Transportation Development Act Article 3 Grant Funds
5. Approving Daly City's Participation in the Institute for Local Government's Beacon Award Program
6. Noticing Completion of 2014-15 Annual Concrete Safety Improvement Program

Check Registers:

7. Check Registers for the Month of November 2014

END OF CONSENT AGENDA

AWARD OF BIDS/CONTRACTS:

8. Award of Construction Contract for 2015 Concrete Safety Improvement Program

Staff:

Chan

Recommended Action:

Adopt Resolution

Roll Call

9. Award of Construction Contract for Schwerin Street and East Vista Drive Water Main Improvements

Staff:

Ritchie

Recommended Action:

Adopt Resolution

Roll Call

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

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

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

10. Council Committee

11. City Council

12. Staff

ADJOURNMENT:

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The meeting was called to order by Mayor Canepa at 7:00 P.M.

ROLL CALL: Councilmembers Present:

David J. Canepa, Mayor
Carol L. Klatt, Vice Mayor
Raymond A. Buenaventura
Michael P. Guingona
Sal Torres

Staff Present:

Patricia E. Martel, City Manager
Rose L. Zimmerman, City Attorney
Julie T. Underwood, Assistant City Manager
K. Annette Hipona, City Clerk

APPROVAL OF AGENDA:

It was moved by Councilmember Torres, seconded by Councilmember Guingona and carried to approve the agenda.

CONSENT AGENDA

Mayor Canepa stated it was requested that Item No. 4, Amending Traffic Regulations: (1) Convert 65 ft. of No Parking (Red) zone to Passenger Loading/Unloading (White) zone in front of 550 East Market Street (TSR 15/21 and TSR 15/22); (2) Extend existing 45-ft. Limited Parking (Green) zone to 52 ft. in front of 2903-2905 Geneva Avenue (TSR 15/26); (3) Remove 57 ft. and 38 ft. No Parking (Red) zones at the end of the cul-de-sacs of Belmar Avenue and Westbrook Avenue, respectively (TSR 15/28); and (4) Install 20 ft. No Parking (Red) zone on the northwest corner of San Fernando Way at Sullivan Avenue (TSR 15/29), be taken at the end of the Consent Agenda.

RESOLUTIONS:

Approving an Increase to the Settlement Authority for the City Manager, Risk Manager and City Attorney for General Liability Claims

Resolution No. 14-178, Authorizing Increase Settlement Authority for the City Manager, Risk Manager and City Attorney for General Liability Claims

Approving Donation of Used Police Ballistic Vests to Police Academy

Resolution No. 14-179, Approving Donation of Used Police Ballistic Vests to the Police Academy Located at the College of San Mateo

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CONSENT AGENDA: Continued

RESOLUTIONS: Continued

Authorizing to Appropriate Grant Funding from the California Department of Conservation and Approve a Budget Adjustment to Fund Recycling and Conservation Efforts

Resolution No. 14-180, Authorizing Budgetary Adjustments and Appropriations for Fiscal Year 2014-2015

Accepting Notice of Completion for Hillside Park Slope Restoration

Resolution No. 181, Accepting Completion of Certain Project in the Department of Public Works (Hillside Park Slope Restoration)

Requesting the Transfer of Funds for False Alarm Fees to Police Equipment to Purchase Five (5) Kenwood Portable Radios

Resolution No. 14-182, Authorizing Transfer of Funds to Purchase Five Kenwood Portable Radios

Approving Acceptance and Abandonment of Certain Easements Related to the CVS Drugstore Property

Resolution No. 14-183, Authorizing Acceptance of Certain Easements for Water Service, Streetlight Poles and Streetlight Conduits and Approving the Quitclaim Abandonment of an Existing Public Utility Easement

Adopting the Updated Resolution Accepting Grant Funding from the California Department of Housing and Community Development for Housing-Related Parks Program

Resolution No. 14-184, Authorizing Execution of State Standard Agreement for Housing Related Parks Program Grant

Approving Use of Federal Asset Forfeiture Funds to Purchase Three (3) X-26 Tasers

Resolution No. 14-185, Authorizing Use of Federal Asset Forfeiture Funds to Purchase Three X-26 Tasers

Amending Parking Meter Rates and Establishing Preferential Residential Parking Permit Fees, Hearing 12/8/14

Resolution No. 14-186, Setting Time and Place of Public Hearing for Proposed Ordinance to Amend Sections 10.36.060, 10.40.120, 10.40.130 and 10.40.150 of the Daly City Municipal Code Re: Parking Meters, Permits and Fees (Hearing Date: December 8, 2014, Time: 7:00 P.M.)

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CONSENT AGENDA: Continued

RESOLUTIONS: Continued

Authorizing the Daly City Public Library to Participate in the Annual Food for Fines Program

Resolution No. 14-187, Authorizing the Daly City Public Library's Participation in the Annual Food for Fines Program

Approving the Subdivision Improvement and Financial Security Agreement between the City of Daly City and Lennar Homes of California, Inc. and Approval of the Final Map No. 2-12-5057 for Christopher Highlands

Resolution No. 14-188, Approving Final Map and Improvement Agreement for Christopher Highlands Subdivision Located at 60 Christopher Court (St. Francis Blvd and Higate Dr) and Accepting the Public Utility Easements

Approval of a Budget Amendment and Transfer from the City's General Fund and Water Utility Fund to the Successor Agency of the Former Daly City Redevelopment Agency

Resolution No. 14-191, Approving Budget Amendment and Transfer from City's General Fund and Water Utility to Successor Agency of the Former Daly City Redevelopment Agency

CHECK REGISTERS:

Check Registers for the Month of September 2014

END OF CONSENT AGENDA

It was moved by Councilmember Buenaventura, seconded by Councilmember Guingona and carried to approve and adopt the Consent Agenda, as amended.

RESOLUTIONS:

Amending Traffic Regulations: (1) Convert 65 ft. of No Parking (Red) zone to Passenger Loading/Unloading (White) zone in front of 550 East Market Street (TSR 15/21 and TSR 15/22); (2) Extend existing 45-ft. Limited Parking (Green) zone to 52 ft. in front of 2903-2905 Geneva Avenue (TSR 15/26); (3) Remove 57 ft. and 38 ft. No Parking (Red) zones at the end of the cul-de-sacs of Belmar Avenue and Westbrook Avenue, respectively (TSR 15/28); and (4) Install 20 ft. No Parking (Red) zone on the northwest corner of San Fernando Way at Sullivan Avenue (TSR 15/29)

Director of Public Works John Fuller stated this item is regarding four separate parking related recommendations. Item 3, relating to the removal of red zones at the end of Belmar, Westbrook and Terrace have an extensive history of past resolutions and some have not been fully implemented. He requested that the Council not take action on item three tonight and return it to the Public Works Department and the Traffic Committee for reconsideration.

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RESOLUTIONS: Continued

Amending Traffic Regulations: (1) Convert 65 ft. of No Parking (Red) zone to Passenger Loading/Unloading (White) zone in front of 550 East Market Street (TSR 15/21 and TSR 15/22); (2) Extend existing 45-ft. Limited Parking (Green) zone to 52 ft. in front of 2903-2905 Geneva Avenue (TSR 15/26); (3) Remove 57 ft. and 38 ft. No Parking (Red) zones at the end of the cul-de-sacs of Belmar Avenue and Westbrook Avenue, respectively (TSR 15/28); and (4) Install 20 ft. No Parking (Red) zone on the northwest corner of San Fernando Way at Sullivan Avenue (TSR 15/29) – Cont'd.

It was moved by Councilmember Buenaventura, seconded by Councilmember Guingona and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 14-190, Establishing Traffic Regulations

- (1) Convert 65 ft. of No Parking (Red) zone to Passenger Loading/Unloading (White) zone in front of 550 East Market Street (TSR 15/21 and TSR 15/22);
- (2) Extend existing 45-ft. Limited Parking (Green) zone to 52 ft. in front of 2903-2905 Geneva Avenue (TSR 15/26); and
- (4) Install 20 ft. No Parking (Red) zone on the northwest corner of San Fernando Way at Sullivan Avenue (TSR 15/29)

Setting Time and Place of Public Hearing – Award of Franchise Agreement for Integrated Waste Management Services, Hearing 11/17/14

Councilmember Guingona stated this item is setting time and place of a public hearing on November 17, 2014 for the award of a franchise agreement for integrated waste management services. He was assured by the City Manager that the public will get an opportunity to have their questions answered.

Judith Christensen, Councilmember-elect, was concerned with the lack of an outreach plan that was supposed to have been created to insure that all members of the community have an opportunity to be heard. Ms. Christensen proposed moving the public hearing to a regular Council meeting after the holidays.

Sylvia Alvarez Lynch, representing Original Daly City Protective Association, urged the Council to delay the vote to award a garbage contract until the firm of HF&H complies with the basic requirement that an outreach plan be created to engage the community as stipulated in the July 23, 2012 agenda report.

Vaughn Jones was concerned that there was no study session or no public outreach. The public has been given very little information. He asked the Council to have a public study session and give the public the opportunity to provide input before the Council votes next week.

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RESOLUTIONS: Continued

Setting Time and Place of Public Hearing – Award of Franchise Agreement for Integrated Waste Management Services, Hearing 11/17/14 – Cont'd.

Dana Smith stated this contract is an important issue to the community. This contract has been anticipated for a number of years and will not go into effect until July 2015. This is not an open or transparent process and does not welcome or value community involvement. The City has paid a consultant firm nearly \$250,000 to hold a study session and public meetings, but there were no meetings.

It was moved by Councilmember Buenaventura, seconded by Councilmember Guingona and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 14-189, Setting Time and Place of Public Hearing Re: Award of Franchise Agreement for Integrated Waste Management Services (Hearing Date: November 17, 2014, Time: 7:00 P.M.)

PUBLIC HEARINGS:

Urgency Ordinance for Extension of Development Agreement between the City of Daly City and Al Baldini and Ottorino Pasian

Interim Director of Economic and Community Development Tatum Mothershead stated this is regarding a development agreement related to the project at 2665 Geneva Avenue. The property is approved for a project that consists of a mixed-use building with ground floor commercial uses and 72 condominium units on the upper floor levels of the building. There were also eight single family lots included but have not yet been built.

In May 2014, the Council approved the first amendment to the development agreement, which included extending the expiration date to December 31, 2014 to allow the City and the developer time to negotiate the terms of the project, specifically the single family homes.

While entitlement and development of the single-family lots have not been completed, the City and the Developer have made progress to that end. However, additional time is needed for the project to progress under the terms of the Development Agreement. The Planning Commission is recommending extending the expiration date to December 31, 2015.

It was moved by Councilmember Torres, seconded by Councilmember Buenaventura and carried to open the public hearing.

It was moved by Vice Mayor Klatt, seconded by Councilmember Guingona and carried to close the public hearing.

It was moved by Vice Mayor Klatt, seconded by Councilmember Buenaventura that Urgency Ordinance No. 1386 be read by title only by the City Attorney.

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PUBLIC HEARINGS: Continued

Urgency Ordinance for Extension of Development Agreement between the City of Daly City and Al Baldini and Ottorino Pasian – Cont'd.

Ordinance No. 1386, An Urgency Ordinance of the City Council of the City of Daly City Approving a Second Amendment to that Certain Development Agreement Between the City of Daly City and Al Baldini and Ottorino Pasian Dated June 8, 2004, to Extend the Term and Declaring the Urgency Thereof

It was moved by Councilmember Buenaventura, seconded by Councilmember Guingona to adopt the urgency ordinance.

COMMUNICATIONS:

Use Permit (Coastal Development Permit) UPR-4-14-8941 — 2014-15 Site Maintenance Improvements for Mussel Rock Landfill

Interim Planning Manager Michael Van Lonkhuysen gave a PowerPoint presentation on the project site and reviewed the City's request to obtain a coastal development permit use permit for the 2014-15 Site Maintenance Improvements for Mussel Rock Landfill. The zoning ordinance requires a coastal development approval for this type of improvement from the City in order to proceed. The Mussel Rock Landfill is maintained by the City under various State and federal permits.

After reviewing various items in the City's zoning ordinance, staff and the Planning Commission found that the project is consistent with the Resource Protection Combining District. The proposal meets all City and State standards. There are a number of conditions of approval recommended for adoption to insure the public's use of this space is not hindered. The Planning Commission and staff have found that the project is exempt from the California Environmental Quality Act.

In response to Councilmember Torres' question, Civil Engineering Associate Hae Won Ritchie stated the new structure would not require foundations. It would be anchored into the existing soil similar to the pipeline that is there now.

It was moved by Councilmember Torres, seconded by Councilmember Guingona and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 14-192, Adopting Findings of Fact Following Public Hearing on Use Permit (Coastal Development Permit) UPR-4-14-8941 2014-15 Site Maintenance Improvements for Mussel Rock Landfill

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COMMUNICATIONS: Continued

Public Convenience and Necessity PCN-10-14-9736 Alcohol Beverage Control License for Sprouts Farmers Market at 303 Gellert Boulevard

Contract Associate Planner Tendai Mtunga stated Sprouts Farmers Market has applied to the State Department of Alcoholic Beverage Control (ABC) for a Type 20 License, which would allow the retail sale of beer and wine for off-site consumption. In order to continue through the ABC permit process, the Council must make a determination of whether or not the issuance of the Type 20 license would serve as a public convenience or necessity by the issuance of a liquor license. The proposed Sprouts Farmers Market is located in a high crime reporting district and the census tract in which the store is located is over-concentrated with licenses.

Police Captain Patrick Hensley explained the report we give to the City is sent to ABC. ABC divides Daly City into 13 or 14 reporting districts. This area for Daly City is one reporting district, but ABC looks at Serramonte Mall, the nearest residential area, and the area around the Serramonte Plaza as one reporting area.

It was moved by Councilmember Guingona, seconded by Councilmember Buenaventura and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 14-193, Adopting Findings in Response to an Application for a Type 20 Liquor License – Sprouts Farmers Market – 305 Gellert Boulevard

Public Convenience and Necessity PCN-4-14-8966 Alcohol Beverage Control License for Shell Gas Station Convenience Store – 390 Hickey Boulevard

Mayor Canepa recused himself because he lives within 300' of this location and left the chambers at 7:40 p.m. Vice Mayor Klatt will chair this item.

Contract Associate Planner Tendai Mtunga informed the Council that number nine in the agenda report should have included Type 20 License; and we omitted the 7-11 Store for logistic purposes. The store is located across the street from 390 Hickey Boulevard but is not in the same census tract.

Mr. Mtunga stated Au Energy, LLC, the owner of Shell Gas Station at 390 Hickey Boulevard has applied to the State Department of Alcoholic Beverage Control to receive a Type 20 license, which would allow the sale of beer and wine for off-site consumption. In order for the application to continue through the ABC permitting process, the City Council must determine whether or not the issuance of the Type 20 license would serve a public convenience or necessity because the Shell Service Station is located in a high crime reporting district and the census tract in which the store is located is over-concentrated with licenses.

Nick Goyal, CEO of Au Energy, was present to answer Council's questions regarding selling alcohol to minors and the hours of selling alcohol. Mr. Goyal was willing to restrict the hours of selling alcohol between 12:00 a.m. and 6:00 a.m.

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COMMUNICATIONS: Continued

Public Convenience and Necessity PCN-4-14-8966 Alcohol Beverage Control License for Shell Gas Station Convenience Store – 390 Hickey Boulevard – Cont'd.

It was moved by Councilmember Guingona, seconded by Councilmember Torres and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 14-194, Adopting Findings in Response to an Application for a Type 20 Liquor License – Shell Gas Station Convenience Store – 390 Hickey Boulevard

Mayor Canepa returned to the chambers at 7:49 p.m.

ORDINANCES:

Second Reading, Ordinance No. 1385, Amending Chapter 9.23 of the Daly City Municipal Code Re: Loud or Unruly Gatherings and Social Host Liability

City Attorney Rose Zimmerman outlined the fine structure under violations and penalty in response to Mayor Canepa's request.

Mayor Canepa stated he would like to amend the first offense to \$1,500, the second offense to \$2,000 and the third offense to \$2,500. Mayor Guingona was opposed to raising the fines.

Maria Brizuela stated the Jefferson Council of PTA was in favor of this ordinance. They were concerned about home parties that often include alcohol for children under 21 who are not supposed to be drinking and yet it seems to be okay in the home.

It was moved by Councilmember Torres, seconded by Councilmember Buenaventura and carried with Councilmember Guingona voting "No" to adopt the following ordinance:

Ordinance No. 1385, Amending Chapter 9.23 of the Daly City Municipal Code Re: Loud or Unruly Gatherings and Social Host Liability

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Gloriann Jones was concerned about the blighted condition of the gas station at the corner of Westmoor Avenue and Skyline Drive. It is full of graffiti, debris, destroyed fencing and a rusted gas pump canopy.

APPOINTMENTS:

Board/Commission Membership Committee Appointments

There were no appointments.

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REPORTS:

Council Committee

Council Committee Meetings, October 13 - November 9, 2014

The Council Committee reported on the following meetings:

Solid Waste Committee Meeting (Canepa/Klatt)

Design Review Permit DR-9-14-9608 - 1548 Annie Street (west side of Annie Street, between Washington and 92nd) Construction of 19 Single-Family Homes (Klatt/Buenaventura)

City Council

Councilmember Torres asked staff for an update on the construction of the new Valero gas station at the corner of Westmoor Avenue and Skyline Drive at the next regular meeting.

City Manager Patricia Martel stated the applicant is currently in the permit process, and the plans are being reviewed. The applicant has made changes to the plans. She said, she will check with code enforcement to make sure they check and advise the property owner regarding the condition of the property.

Staff

There were no reports.

ADJOURNMENT:

It was moved by Councilmember Torres, seconded by Councilmember Guingona and carried to adjourn the meeting at 8:26 P.M. in memory of Natalie Nevarez, Iris Johnson, Margaret Emiline Wagnon, Fifi Batshon and Albert “Al” Mario Teglia.

City Clerk

Approved as submitted, this _____

day of _____, 2014.

Mayor

CITY OF DALY CITY
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NOVEMBER 17, 2014

The meeting was called to order by Mayor Canepa at 7:00 P.M.

ROLL CALL: Councilmembers Present:

David J. Canepa, Mayor
Carol L. Klatt, Vice Mayor
Raymond A. Buenaventura
Michael P. Guingona
Sal Torres

Staff Present:

Patricia E. Martel, City Manager
Julie T. Underwood, Assistant City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

APPROVAL OF AGENDA:

Councilmember Torres requested to move appointments before the consent agenda.

It was moved by Councilmember Torres, seconded by Councilmember Guingona and carried to approve the agenda, as amended.

APPOINTMENTS:

Board/Commission Membership Committee Appointments

It was moved by Councilmember Torres, seconded by Councilmember Buenaventura and carried to appoint Norman Rizzi to the Arts & Culture Commission with term expiring November 17, 2018.

CONSENT AGENDA

RESOLUTIONS:

Commending Carol L. Klatt on the Occasion of Her Retirement

It was moved by Councilmember Torres, seconded by Councilmember Buenaventura and carried by unanimous roll call vote to adopt the following resolution:

Resolution No. 14-195, Commending Carol L. Klatt on Her Retirement

END OF CONSENT AGENDA

It was moved by Councilmember Torres, seconded by Councilmember Buenaventura and carried to approve and adopt the consent agenda.

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PUBLIC HEARINGS:

Selection of Franchisee and Sub-Contractors for Solid Waste, Recyclable and Organic Materials Collection and Post-Collection Services

City Manager Patricia Martel gave a presentation on the review of the Request for Proposal (RFP) process to identify a potential new franchisee for solid waste, recyclable and organic materials collection and post-collection services for the City.

Ms. Martel provided a report to the Council in conjunction with the evaluation report prepared by HF&H, the City's consultants. She explained the basis for her recommendation stemmed from being part of the process to select a new franchisee, as well as relying on the industry expertise of HF&H.

The City Manager proceeded to outline the background for undertaking the RFP process by discussing the history with the current franchisee, Allied Waste. The July 1, 2015 expiration date of the City's agreement with Allied Waste formed the basis for the consideration of how the City should proceed after that date.

According to Ms. Martel, from her experience in the 15 years of working in the City, Allied's diversion services have been less than satisfactory. In 2007, the City was issued a compliance order, because it failed to meet the established guidelines by the State to improve its recycling and diversion rates. The City ordered Allied, to address the compliance order or face potential monetary penalties for defaulting. The city then negotiated an amendment with Allied for expanded diversion services, which resulted in a garbage rate increase of nearly 40% for the average residential customer. The reason people believe Daly City had the lowest garbage rates in the Peninsula is because it was not offering the service necessary to improve its diversion rate.

In 2006, three notices of default were issued by the City to Allied Waste due to a number of deficiencies including but not limited to 1) refusal or inability to perform residential service pick-up in a thorough and professional manner, 2) failure to adequately respond to City's direction to provide additional and improved recycling services, and 3) failure to provide an adequate labor force to provide services and maintain collection equipment in good repair at all times.

Ms. Martel continued by reporting that the City conducted a performance audit of Allied in 2007 and found that the quality and performance of collection and customer service needed to be brought into alignment with industry standards. The services offered by Allied are generally consistent with industry practice with the exception of food waste collection. Allied is ineffective in achieving broad-based residential recycling participation and, as a result, the City's diversion levels are substantially less than those of neighboring cities, as shown in the evaluation report table by HF&H. Disposal goals, for example, are not being achieved in either per capita or per employee pounds.

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PUBLIC HEARINGS: Continued

Selection of Franchisee and Sub-Contractors for Solid Waste, Recyclable and Organic Materials Collection and Post-Collection Services (Cont'd.)

To comply with State mandates, Ms. Martel emphasized it is imperative that the City have effective implementation in management of waste diversion services to meet the City's needs. By increasing its diversion rate, Daly City, the largest city in the county, has the potential to make a huge positive environmental impact and be a more environmentally sustainable city. Outreach must be extended in order to get residents to recycle more effectively.

Ms. Martel reported that three proposals from companies with experience in San Mateo County were received for collection services. They were: Allied Waste Services, Recology, Inc., and South San Francisco Scavenger (SSFS). The City Manager then introduced Robert Hilton and Peter Deibler of HF&H Consultants, LLC to discuss the RFP process and selection process and provide more details on the individual proposals.

For consideration, Mr. Hilton presented the Council with two contracts from Allied and Recology. The first main objective was to significantly increase the diversion from what is currently occurring under the Allied contract. A second objective was to have services that are cost effective. These objectives were achieved under both proposals. As a result, the City can expect more service and more diversion at relatively lower cost.

Mr. Hilton proceeded to give a summary of the evaluation report. HF&H and the City initiated the competitive process to maximize competition of ideas and cost. The consultants did not proceed with SSFS due to the significantly higher cost than the other two proposers. Compared to SSFS, the other two proposals were also able to better identify greater efficiencies.

Mr. Hilton listed the post-collection proposals submitted by each collection contractor. He pointed out that it would be more efficient for the collection contractors rather than the City to manage the sub-contractors.

Under key collection services, Mr. Hilton discussed the expansion of the materials that can be recycled as well as diverting food waste materials. Under diversion services, he cited good public education, technical assistance, community engagement, and school programs as necessary components for success.

In terms of outreach and education, Mr. Hilton reported that Allied and Recology have slightly different approaches. What is unique with Recology is how the company looks at waste composition. Recology will focus on right-sizing so they can gauge the best level for customers based on their personal waste compositions. Their experience in the City of San Francisco, which has a similar environment to Daly City, would also give Recology an advantage. In addition, Recology will increase the volume of the recycling containers to 96 gallons so people are not constrained.

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PUBLIC HEARINGS: Continued

Selection of Franchisee and Sub-Contractors for Solid Waste, Recyclable and Organic Materials Collection and Post-Collection Services (Cont'd.)

Mr. Hilton continued his report by explaining that HF&H laid out a schedule for both companies on the steps leading to the contract presentations to the Council. It was their motivation to get the best proposal from Allied for a 15-year deal. They hoped to get a proposal from Allied in a timely manner to allow them to get those terms into the contract. According to Mr. Hilton, the response that was received from Allied did not contain sufficient information to work on a 15 year contract with Allied. Hence, HF&H were able to do a 10-year deal with Allied, and a 15-year deal with Recology.

Mr. Hilton went over the increasing rates of diversion over the course of the contracts for both companies. Specific diversion guarantees provided for in the contract would lead to money being withheld from the franchisee and they would be penalized if they default on those guarantees. He gave a description of the rate impacts for each company during rate period 1 (years 1 & 2), rate period 2 (years 3 & 4), and rate period 3 (years 5 & 6).

In each case, Mr. Hilton stated, there will be a state of transition. Therefore, strong contract management will be required, and consequently, the City will have to oversee the contractor during this period.

In conclusion, Mr. Hilton reported that in both cases, Daly City will see an improvement in services to the city, higher levels of diversion, and lowered costs. He summarized the pros and cons of selecting each company as follows:

If Recology is chosen, Daly City will 1) achieve higher levels of diversion, 2) gain Recology's experience of being successful with a comparable environment (San Francisco), 3) pay less for services, and 4) see a transition in changing contractors.

If Allied is chosen, Daly City will 1) have a proposal supplemented by a Municipal Services Manager contract management and contract compliance, 2) have the advantage of not changing contractors, 3) see lower levels of diversion, and 4) accept higher costs for service.

Ms. Martel thanked Mr. Hilton for his overview. She reiterated that the third proposer, SSFS, was removed based purely on cost. In this competitive process, the City could only match the financials provided by Recology and Allied.

Ms. Martel noted that Allied's cost proposal for services at Ox Mountain Landfill resulted in a less than competitive process. Allied proposed an unreasonable price, a rate more than 60% higher than the current disposal rate, to be offered to companies (other than Allied) to dispose of City-generated materials at that landfill. Thereafter, the collection and post-collection services proposals were combined to provide the most cost-effective services for the City.

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PUBLIC HEARINGS: Continued

Selection of Franchisee and Sub-Contractors for Solid Waste, Recyclable and Organic Materials Collection and Post-Collection Services (Cont'd.)

One of the highlights being offered by both proposals, as reported by Ms. Martel, is the ability to have vacation holds on garbage service, something that was lacking and a source of consternation amongst the community. Under both proposals, there will also be more curbside recycling opportunities which the City does not currently provide. Small containers will be provided to the residents for the diversion of organic materials i.e. food scraps. Recology, in particular, is offering the larger blue recycling containers ensuring they have adequate space for recyclable materials which are not currently being diverted at a high rate. Recology's proposal is guaranteed to increase diversion in Daly City by nearly 50%.

Discussion ensued with Ms. Martel reporting that the Best and Final Offer (BAFO) process was intended as an opportunity to propose additional benefits to enhance their offer and at the same time reduce the overall costs. Although the contract terms are a bit different, Recology's offer provides the best value to the City that could be obtained from each respective company. Allied Waste's total cost remains approximately 4% higher than Recology.

Based on the detailed evaluation and analysis by HF&H, in conjunction with input from staff, it is staff's conclusion that Recology is the company most capable of delivering the required results. Reasons listed by Ms. Martel included: national recognition of Recology's commitment to diversion, Recology's long term success and experience in San Francisco, Recology's proactive approach in improvements to waste management, and Recology's reduction of current costs initially by 6%.

Ms. Martel reported that activities associated with contract negotiations and the drafting of a new franchise agreement have no impact on the General Fund. The Franchisee will reimburse the cost of the HF&H for assisting with the RFP process and negotiations.

In terms of rate impact, the City Manager assured Council that staff is prepared to answer any questions about the potential rate adjustments required as a result of the increases anticipated over the course of the life of these agreements.

Ms. Martel reported that an executed memorandum of understanding (MOU) with the draft Franchise Agreement has been provided from both Recology and Allied and are attached to this report for the Council's review. Based on the foregoing, Ms. Martel recommended that Council select Recology as the new Franchisee and authorize City Manager to execute a final Franchise Agreement. The staff and HF&H have also provided an alternative for Council's consideration, allowing for a contract with Allied Waste.

In closing, the City Manager said she would be available to provide any further information needed by Council.

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PUBLIC HEARINGS: Continued

Selection of Franchisee and Sub-Contractors for Solid Waste, Recyclable and Organic Materials Collection and Post-Collection Services (Cont'd.)

Evan Boyd, Division Manager for Allied Waste, addressed comments made during the staff and consultant reports. He assured Council that, since that time, seven years ago, Allied has changed management and adjusted its efforts for continuous improvements in its services to the City. He felt that the schedule given to them by the consultants changed during the course of the selection process.

Mr. Boyd began his presentation for Allied Waste by highlighting their proposal which included lower costs and improved diversion through public education and outreach. He stated their proposal is the most environmentally responsible and offers the greatest local benefits. Mr. Boyd addressed the Ox Mountain Landfill issues which were brought up during staff's report.

According to Mr. Boyd, Allied's proposal is the most environmentally responsible due to the following: 1) new CNG vehicles at the start, 2) an estimated 100,000 less miles travelled annually, 3) the Allied facility produces 300% less greenhouse gases than the alternative, and 4) the proximity of its infrastructure reduces vehicle emissions. Mr. Boyd reported a projected savings of more than fourteen million dollars would be made over the life of the contract if Allied is chosen as franchisee.

Mr. Boyd pointed out that Allied customers have shown their support, and Allied, in turn, has shown its support to the Daly City community and groups such as Seton Hospital, the Pilipino Bayanihan Resource Center, and Pollicita Middle School. Allied has launched several new school lunch composting programs and host an annual free Earth Day drop-off event.

In conclusion, Mr. Boyd stated that Allied has provided a high level of customer satisfaction, there will be no transition risks by choosing Allied, and rates will be reduced through June 2017.

Mike Sangiacomo, President and CEO of Recology, presented a brief history of his company, including the origins of the company's ethics of recycling. He gave an overview of their operations and pointed to the fact that Recology is 100% owned by its employees.

According to Mr. Sangiacomo, Recology's service highlights include: to greatly increase diversion, improve service, improve collection efficiency, and provide education and community service. To accelerate and double the current recycling rate (to 49%) in Daly City, Recology proposes to use larger recycling carts (96 gallon). In particular, there will be a significant increase in the amount of organics (i.e. food scraps) being diverted by tripling that number. Recology proposes to enhance commercial food scrap collection and introduce multi-family and commercial customers to right-size recycling by visiting those sites and understanding what wastes they generate.

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PUBLIC HEARINGS: Continued

Selection of Franchisee and Sub-Contractors for Solid Waste, Recyclable and Organic Materials Collection and Post-Collection Services (Cont'd.)

According to Mr. Sangiacomo, customer service and public education are two very important elements in his company. Recology showcased their current programs including school tours, a junior recologist program for young people, internship opportunities, and their 25-year art program, which lets artists scavenge through Recology's materials in public disposal.

Because some of Recology's employees are Daly City residents, Recology has been active in the community service to Daly City. Some highlights presented by Mr. Sangiacomo included their work with employees in raising money for victims of Typhoon Haiyan and their participation in Make a Difference Days in Daly City.

In conclusion, Mr. Sangiacomo closed with Recology's vision for Daly City and its resources. Recology is a company that sees "a world without waste" and wants to help Daly City achieve that vision.

It was moved by Councilmember Buenaventura, seconded by Councilmember Torres and carried to open the public hearing.

Doug Button, President of South San Francisco Scavenger and Blue Line Transfer, expressed disappointment in his company not being recommended to the Council for the collection work. Mr. Button expressed concern over what he felt were inaccuracies in the consultant's report, as well as the RPF and selection processes.

The following individuals expressed support for Allied Waste to be chosen as the franchisee for the city:

Manufou Anoai, resident
Marie Brizuela, representing Elaine Francisco
Sonia Reyes, resident
Mary Connell, on behalf of Seton Medical Center
Kendra Langer, resident
Marian Mann, resident
Norman Gordon, resident
Charles Tallerico, resident
Pamela DiGiovani, resident
Bradley Roxas, resident
Pastor Winiel Pechardo, Harvest Baptist Church
Pastor John Grussi, Peninsula Christian Fellowship
Ron Foy, resident
Sandra Gordon, resident
Sharon Keenan, resident
Linda Townsend, resident

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PUBLIC HEARINGS: Continued

Selection of Franchisee and Sub-Contractors for Solid Waste, Recyclable and Organic Materials Collection and Post-Collection Services (Cont'd.)

Richard Rochetta, Hillside Homeowners Association
Individual, name not stated, resident
Josephine Leong, resident
Richard Brugger, resident
Rick Vaccaro, Vice Mayor of Fairfield
Cristina Morales, resident
Dana Smith, resident
Vaughn Jones, President of COHRA
Bill Stipinovich, resident
Jeannene Minnix Kingston, Allied Waste Recycling Representative
Ernie Misa, resident
David Jay, Broadmoor Property Owners Association
Ron Falcon, Allied Waste

The following individuals expressed support for Recology to be chosen as the franchisee for the city:

Nancy Broussard, resident
Ron Conway, resident
Ousmane Sy, resident
Lillian Mirandi, resident
Carol Edgar, Recology Consultant
William Miranda, resident
Jose Gonzalez, resident
Kit Soto-Isidro, resident
Joaquin Aragones, resident
Rocio Lopez, resident
Juan Hercules, resident
Melanie Hildebrand, business owner
Carol Conroy, resident
Lynne Shubunka, resident
T.C.G., resident
Javier Medina, resident
Daniel Urista, resident
Jeff Ira, former Mayor of Redwood City
Val Ishii, resident
Phuong Trinh, resident
Jose Francia, resident
Taylor Emerson, San Francisco Parks and Recreation
Tracey Fecher, Community Gatepath
Henry Demeter, resident

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PUBLIC HEARINGS: Continued

Selection of Franchisee and Sub-Contractors for Solid Waste, Recyclable and Organic Materials Collection and Post-Collection Services (Cont'd.)

The following individuals requested a postponement on the vote for this item. Reasons cited included but were not limited to: the lack of a public forum, the lack of opportunity for community input, and the insufficient amount of time given to Council to read, analyze and discuss the reports:

Charles Tallerico, resident
Sylvia Alvarez-Lynch, Original Daly City Protective Association
Dana Smith, resident,
Cyn Thompson, resident,
Gloriann Jones, resident,
Bill Stipinovich, resident
Judith Christensen, Councilmember-elect,

Ray Keenan, resident, voiced concern over the large size of garbage containers.

At 9:55 PM, it was moved by Mayor Canepa, seconded by Councilmember Torres and carried by unanimous roll call vote to extend the meeting beyond 10:00 PM.

Mayor Canepa thanked the speakers and supporters on both sides of the issue for their enthusiasm and attentiveness to this process.

It was moved by Vice Mayor Klatt, seconded Councilmember Torres and carried to close the public hearing.

ADJOURNMENT:

It was moved by Mayor Canepa, seconded by Councilmember Buenaventura and carried at 10:55 PM to continue the meeting to the following day, Tuesday, November 18 at 6:00 PM.

Approved as submitted, this _____

day of _____, 2014.

City Clerk

Mayor

CITY OF DALY CITY
MINUTES – CONTINUED SPECIAL MEETING – CITY COUNCIL
NOVEMBER 18, 2014

The meeting was called to order by Mayor Canepa at 6:04 pm.

ROLL CALL: Councilmembers Present:

David J. Canepa, Mayor
Carol L. Klatt, Vice Mayor
Raymond A. Buenaventura
Michael P. Guingona
Sal Torres

Staff Present:

Patricia E. Martel, City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PUBLIC HEARING: Continued from November 17, 2014

Selection of Franchisee and Sub-Contractors for Solid Waste, Recyclable and Organic Materials Collection and Post-Collection Services

Mayor Canepa reminded the audience that the public hearing was closed and that the Council would be given an opportunity to ask questions about the presentation given by the President of HF & H consultants Robert D. Hilton and Senior Project Manager Peter M. Deibler. City Manager Patricia Martel was available to answer additional questions.

ADJOURNMENT:

It was moved by Councilmember Torres, seconded by Councilmember Buenaventura and carried to continue the meeting to Wednesday, November 19, 2014 at 7 P.M.

City Clerk

Approved as submitted, this _____

day of _____, 2015

Mayor

CITY OF DALY CITY
MINUTES – CONTINUED SPECIAL MEETING – CITY COUNCIL
NOVEMBER 19, 2014

The meeting was called to order by Mayor Canepa at 7:04 pm.

ROLL CALL: Councilmembers Present:

David J. Canepa, Mayor
Carol L. Klatt, Vice Mayor
Raymond A. Buenaventura
Michael P. Guingona
Sal Torres

Staff Present:

Patricia E. Martel, City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PUBLIC HEARING: Continued from November 18, 2014

Selection of Franchisee and Sub-Contractors or Solid Waste, Recyclable and Organic Materials Collection and Post-Collection Services

Mayor Canepa reminded the audience that the public hearing is closed. He stated that the council has had the opportunity to hear from staff, HF & H consultants, Recology and Allied representatives and members of the public. This evening, the Council will be given an opportunity to ask follow up questions about this item from staff, consultants, Allied Waste and Recology.

It was moved by Councilmember Torres, seconded by Councilmember Buenaventura and carried with Councilmember Guingona voting no, to adopt the following resolution:

Resolution 14-196 Authorizing Selection of Franchisee and Sub-Contractors for Solid Waste, Recyclable and Organic Materials and Collection and Post-Collection Services

PUBLIC APPEARANCES/ORAL COMMUNICATION:

Cyn Thompson thanked the Council for their decision, hard work and for listening to the people.

CITY OF DALY CITY
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PUBLIC APPEARANCES/ORAL COMMUNICATION: Continued

Vaughn Jones thanked the Council for their decision. As President of the Council of Homeowners and Resident's Association, he will ask members of the association to work with Allied Waste to increase their diversion rates. He also wished Councilmember Klatt and her husband good health and many years of happy retirement.

Jeannene Minnix Kingston, representing Allied Waste, wanted to acknowledge the Council for their commitment to the city. She appreciates each councilmembers perspectives and their hard work on behalf of the city. She looks forward to working with them.

Bryan Kingston commended the Council for making the right decision and for listening to the people.

Marie Brizuela, thanked the Council for their decision and stated we will all work to make Broadmoor and Daly City a little cleaner. She also thanked Councilmember Klatt for her support and service to the community. She informed the Council of the passing of Thomas Pollicita.

Pam DiGiovani stated that she appreciates the hard work and decision of the Council and staff. She thanked the council for supporting the people and the employees of Allied Waste.

Judith Christensen, Councilmembe-elect, stated that she was pleased with the decision made by the Council. She looks forward to carrying on the work that needs to be done when she is sitting with the council. She also thanked Councilmember Klatt for her support of the community.

ADJOURNMENT:

It was moved by Councilmember Torres, seconded by Councilmember Buenaventura and carried to adjourn the meeting at 8:40 in memory of Thomas R. Pollicita and Isabelle Clar.

City Clerk

Approved as submitted, this _____

day of _____, 2015

Mayor



City Council Agenda Report

Item # _____

Meeting Date: January 12, 2015

Subject: Approval of the Subdivision Improvement Agreement Between the City of Daly City and Warmington Annie Street Associates, LLC, A Delaware Limited Liability Company and Approval of the Final Map No. 1-13-6712 for the Annie Street Subdivision.

Recommended Action

It is recommended that the City Council adopt the attached resolutions approving the Subdivision Improvement Agreement between the City of Daly City and Warmington Annie Street Associates, LLC, A Delaware Limited Liability Company; and approving Final Map No. 1-13-6712 for the Annie Street subdivision and accepting all public easements and dedications thereon.

Background

The property owner/developer, Warmington Annie Street Associates, LLC, A Delaware Limited Liability Company (Warmington) has requested approval of Final Map 1-13-6712, Annie Street Subdivision, prior to completion of the public improvements associated with the Annie Street project. The State Subdivision Map Act (Government Code Sec. 66462) requires that the local agency enter into an agreement for the completion of all public improvements as a condition precedent to the approval of the Final Map. Therefore, in order to ensure that the required public and private improvements are constructed by the property owner/developer, the Subdivision Agreement requires the property owner/developer to complete all public improvements including streets, sidewalks, lighting, landscaping, utilities, and traffic signals at the developer's sole expense.

The Subdivision Agreement calls for the posting of securities to guarantee completion of the improvements in the event of default by the property owner/developer, sets a time schedule for completion of all work, establishes a warranty period and requires the property owner/developer to indemnify and defend the City for all claims arising from the work. Finally, the Subdivision Agreement contains remedies to be utilized in the event of a default in performance.

At the Planning Commission meeting on July 2, 2013 the Planning Commission reviewed and approved the preliminary plan for this proposed project. The Commission generated findings and conditions to be attached to the project approval as well as planned development standards. The Planning Commission confirmed and approved the proposed environmental impact report and the mitigation monitoring and reporting program and forwarded a recommendation to the City Council to approve the project subject to the findings and conditions.

At the City Council meeting on July 22, 2013, City Council adopted Resolution 13-107 approving the Tentative Subdivision Map allowing the subdivision of the 2.6+/- acre parcel into 15 single family lots. The subdivision of real property and requirement to prepare Tentative and Final Maps 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, and the provisions of a Development Agreement.

Discussion

The Subdivision Improvement Agreement (Subdivision Agreement) was prepared in consideration of the approval of the Final Map and acceptance of the dedication of easements and to insure satisfactory performance by the developer's obligations under the Subdivision Map Act and Daly City Municipal Code. Both the Planning Commission and the City Council of the City of Daly City have approved the Tentative Subdivision Map. The Subdivision Agreement and Final Map 1-13-6712 for the Annie Street project have been reviewed and found to be in substantial conformance with the Tentative Subdivision Map, the State Subdivision Map Act, and Title 16 of the Municipal Code. Adoption of the resolution will allow execution of the Subdivision Agreement and recordation of the Final Map.

Fiscal Impact

Warmington has paid, or will pay under the terms and conditions of the Subdivision Improvement Agreement, the following fee types as a part of the entitlement process of this subdivision.

- Park-in-lieu fees
- Building Permit fees
- Plan and Map check fees
- Inclusionary Housing in-lieu fees
- AB-1600 fees

All fees have been paid, or will be paid under the terms and conditions of the development agreement and the City bares no cost associated with the subdivision, the Final map or the Subdivision Improvement Agreement that are not covered by fees or a security to ensure completion and/or payment.

Summary/Conclusion

All obligations of the Subdivision Agreement will be met by Warmington Residential. The Subdivision Agreement and the Final Map have been reviewed by the City and meet all legal requirements and Conditions of Approval. Adoption of the resolution will authorize the Mayor to execute the Subdivision Agreement upon receipt and approval of all required bonds and documents, and will allow for recordation of the Final Map.

It is recommended that the City Council adopt the attached resolutions approving the Subdivision Improvement Agreement between the City of Daly City and Warmington Annie Street Associates, LLC, A Delaware Limited Liability Company; and approving Final Map No. 1-13-6712 Annie Street Subdivision and accepting all easements and dedications thereon. 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 "John L. Fuller". The signature is written in a cursive, flowing style.

John L. Fuller
Director of Public Works

Attachment: Subdivision Improvement Agreement

CITY OF DALY CITY
SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: January 12, 2015

NAME OF OWNER: Warmington Annie Street Associates, LLC, a Delaware limited liability company

NAME OF SUBDIVIDER: Warmington Annie Street Associates, LLC, a Delaware limited liability company (hereinafter "Subdivider")

NAME OF SUBDIVISION: Annie Street (hereinafter "Subdivision")

SUBDIVISION ADDRESS: 1548 Annie Street, Daly City, CA 94015

TENTATIVE MAP EXPIRATION DATE: July 22, 2015

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$ 561,081

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter "Agreement") is made and entered into 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. Subdivider has presented to the City for approval and recordation, a final subdivision map of a proposed subdivision 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 the 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."

B. A tentative map of the Subdivision has been approved by the Daly City City Council, subject to the Subdivision Laws and to the requirements and conditions of approval of the tentative map for this Subdivision, and 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, all of which are on file in the office of the City Clerk and are incorporated into this agreement by reference.

C. The Subdivision Laws establish as a condition precedent to the approval of a final map that Subdivider must have complied with the conditions of approval of the tentative map for this Subdivision and must have either (1) completed, in compliance with City 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*, all work and improvements required by the Subdivision Laws, or (2) have entered into a secured agreement with the City to complete the work and improvements within a period of time specified by the City.

D. In consideration of approval of a final map for the Subdivision 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 public improvement work required by City in connection with the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney, as set forth in greater detail in Section 2, below.

E. Complete "Improvements Plans" for the construction, installation and completion of the Subdivision improvements have been prepared by Subdivider and approved by the City Engineer. The Improvement Plans for the Subdivision referenced previously in this Agreement 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 the City's General Conditions, Standard Specifications and Drawings (current edition at the time of approval of the Final Map) and 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*.

F. An estimate of the cost of construction of the public improvements according to the Improvement Plans has been made and has been approved by the City. The estimated amount is stated on Page 1 of this Agreement.

G. The City has adopted standards for the construction and installation of improvements within the City [the City's General Conditions, Standard Specifications and Drawings (current edition at the time of approval of the final map) and 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*. The Improvement Plans have been prepared in conformance with the City standards.

H. All public improvement monuments as specified on the final map and improvement plan are to be completed prior to approval of the final map by the City Council. Individual property monuments must be installed within one year from final Council approval of said Subdivision.

I. Subdivider recognizes that by approval of the final map for the Subdivision, City has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots within the Subdivision. 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 construction of the improvements by the time 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 the Subdivision 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 final map of the Subdivision, Subdivider and City agree as follows:

1. Subdivider's Obligation to Construct Improvements. Subdivider shall:

a. Comply with all the requirements and conditions of approval of the tentative subdivision map for this Subdivision and any amendments thereto, and with the provisions of the Subdivision Laws as well as City's General Conditions, Standard Specifications and Drawings (current edition at the time of approval of the Final Map) and 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*.

b. Complete, at Subdivider's own expense, all the public improvement work required by the conditions of approval of the tentative subdivision map for this Subdivision and any amendments thereto, and with the provisions of the City's General Conditions, Standard Specifications and Drawings (current edition at the time of approval of the Final Map) and 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*, and in conformance with approved Improvement Plans within two (2) years following the date of this Agreement; provided however, that the improvements shall not be deemed to be completed until they are accepted by City Council. Such improvements shall be completed to the satisfaction of the City Engineer and shall include the following (collectively, "Improvements"):

- Site grading, erosion and sediment controls, retaining walls required to complete site grading and storm drainage improvements;
- Curb, gutter, sidewalk, driveways, street pavement, pavement markings and traffic control signs; and
- Underground electric, gas, telephone and communications service laterals and main improvements to serve the Subdivision as required by Utility Agreement(s).
- Off-Site Utility Undergrounding: Pursuant to the Subdivision Conditions of Approval, and as agreed by the Subdivider, the Subdivider shall comply with all components of the General Conditions of Approval for Subdivisions.

c. Survey monuments and lot corner markers: Subdivider shall also perform all other work as set forth in the Conditions of Approval for the Tentative Map, as relating to the Subdivision.

d. Furnish the necessary materials for the completion of the public 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.

e. Acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the public 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 the 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.

- f. Commence construction of the Improvements by the time established in Section 22 of the agreement and complete the Improvements by the deadline stated in Section 1(b) above, unless a time extension is granted by the City as authorized in Section 22, below.

- g. Install all Subdivision public improvement monuments required by law prior to formal final acceptance of the public improvements by the City. Individual property monuments shall be installed within one year of said acceptance. All of said work is to be done at the places, with the materials, in the manner, and at the grades as shown upon the Improvement 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.

- h. 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 his operations in such a manner as to avoid damage to adjacent property. The site shall be kept neat and clean at all times. The work site shall be secured at the conclusion of each work day. All work debris on the public streets and adjoining properties shall be cleaned at the end of each workday.

- f. 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 set forth in the Conditions of Approval. 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) days written notice to the Subdivider, may complete the required work and may charge the Subdivider for all costs incurred.

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

- a. To assure faithful performances of this Agreement in regard to said Improvements in an amount of 100% of the estimated cost of the Improvements to be constructed by Subdivider; and

- b. To secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the Improvements required to be constructed and installed by Subdivider pursuant to this Agreement in the additional amount of 100% of the estimated cost of the Improvements; and

- c. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of 25% of the estimated cost of said Improvements; and

- d. Subdivider shall also furnish to City good and sufficient security in the

amount of 100% of the estimated cost of providing "Construction Record Plan" photo mylar reproducible and/or CADD Diskette in a form acceptable to the City Engineer.

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

(i) A Set Aside Letter of Credit from a construction lender, in a form acceptable to the City Attorney, and shall be in the minimum amount of the estimated cost of the performance, payment and/or Improvements, permitted to be secured by methods other than cash. The Set Aside Letter of Credit must require the lender to disburse no funds without prior written permission from the City and no more than 50% of the total amount may be disbursed until the City accepts all Improvements as complete and all liens or judgments filed against the Improvements are satisfied or released.

(ii) Alternately, the Subdivider may provide a Certificate of Deposit in the minimum amount of the estimated cost of the performance, payment and/or Improvements permitted to be secured by methods other than cash. The said Certificate of Deposit, shall not be released until after the City accepts all Improvements as complete and until after all liens or judgments filed against the Improvements are satisfied or released.

(iii) The subdivider may also make a further cash deposit, rather than submit a Set Aside Letter, or submit a Certificate of Deposit in an amount equal to 100% of the total estimated cost of the performance, payment and/or Improvements, as defined in this Agreement as security for the faithful performance of this Agreement.

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

(v) The Subdivider may substitute alternate Improvement Securities at any time with the City's prior written approval.

(vi) Any changes, alterations, or additions to the Improvement Plans and specifications or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not relieve the cash deposit or Improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide a security for faithful performance as required by this Agreement for 100% of the total estimated cost of the Improvement 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, and (c) be deemed to have been made a part of and incorporated into this Agreement. Upon provisions of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security

may be released.

3. Alterations to Improvement Plans.

a. Any changes, alteration or additions to the Improvement Plans, not exceeding 10% of the original estimated cost of the Improvement, which are mutually agreed upon by the City and Subdivider shall not relieve the Improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions, exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide Improvement security for faithful performance as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvement as changed, altered, or amended, minus any completed partial releases allowed by Section 6 of this Agreement.

b. The Subdivider shall construct the Improvements in accordance with City standards in effect at the time of adoption of the resolution of approval for the Subdivision. City reserves the right to modify the standards applicable to the Subdivision and this Agreement when reasonably necessary to protect the public safety or welfare or to comply with applicable Federal or State law or City zoning ordinances.

4. Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the public improvements by City inspectors and to the shops wherein any work is performed. Upon completion of the work the Subdivider may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or its designated representative, determines that the work had been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvement to the City Council. No Improvement 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 the inspection has been made and the work approved. Subdivider shall bear all costs of inspection and certification. No improvements shall be deemed completed until accepted by the City Council pursuant to Section 16 herein.

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

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

b. The City Engineer may release a portion of the security given for faithful performance of Improvement work 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 of the Improvement work and that the security shall not be reduced to an amount less than 50% of the total Improvement security given for faithful performance until final completion and acceptance of the public improvements

by the City Council. In no event shall the City Engineer authorize a release of the Improvement 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 the contractor, subcontractors, and to persons furnishing labor, materials or equipment shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than 25% 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 for the guarantee or warranty for work 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 Paragraph 10, the warranty period shall not commence until final acceptance of all the work and Improvements by the City Council or the City Engineer, as the case may be.

6. Injury to Public Improvements, Public Property or Public Utilities Facilities.

Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all public improvements, 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 public utility property 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 or any public 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.

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 such Improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by 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, , happening or occurring to the work or Improvement specified in this agreement prior to the completion and acceptance of the work or Improvements, except in the case of active or passive negligence by the City or any officer or employee thereof. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

7. 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 this Subdivision, 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 Subdivision.

8. Default of Subdivider.

a. The following shall constitute the default of Subdivider:

- (1) Subdivider's failure to timely commence construction of Improvements under this Agreement, and the same is not cured within ten (10) days after written notice from the City;
- (2) Subdivider's failure to timely complete construction of the Improvements, and the same is not cured within thirty (30) days after written notice from the City ;
- (3) Subdivider's failure to timely cure any defect in the Improvements within thirty (30) days after written notice from the City, or if such defect cannot reasonably be cured within a 30-day period, failure to cure within such longer period as may be reasonable;
- (4) [Intentionally deleted.];
- (5) 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 sixty (60) days.
- (6) The commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu of or in avoidance of foreclosure; or
- (7) Subdivider's failure to perform any other obligation under this Agreement within thirty (30) days after written notice from the City, or if such failure cannot reasonably be cured within a 30-day period, failure to cure within such longer period as may be reasonably necessary.

b. The City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section and Section 27, 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 required Improvements. The sums provided by the Improvement security may be used by City for the completion of the public improvements in accordance with the Improvement Plans and specifications contained

herein.

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 shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City 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.

c. 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 Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this Section 8c 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 reasonable discretion of City.

d. 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.

e. 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.

9. Warranty. Subdivider shall guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year after final formal acceptance of this Subdivision by the City Council 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 or specifications referred to herein, 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 Improvement. Should Subdivider fail to act promptly or in accordance with this requirement, Subdivider hereby authorizes City, at City's option to perform the work thirty (30) days after mailing written notice of default to Subdivider and to Subdivider's surety and Subdivider's failure to act within said thirty (30) days, and agrees to pay the costs of such work by City. 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 cost of such repairs.

The warranty shall be covered by a warranty bond as specified in Section 25, below.

10. Subdivider Not Agent to 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.

11. Environmental Warranty. Prior to the acceptance of any dedications or

Improvements by City, Subdivider shall certify and warrant that, to Subdivider's knowledge 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 contractor, agent or employee of Subdivider 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. To Subdivider's knowledge, 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. To Subdivider's knowledge, 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 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.

12. 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.

13. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Improvements, 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.

14. Superintendence by Subdivider. Subdivider shall give personal superintendence to the work on said Subdivision and Improvements, or have a competent foreman or superintendent, satisfactory to the City, 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.

15. Vesting of Ownership. Upon formal final acceptance of the work by City and recordation of the Resolution of Acceptance of Public Improvement, ownership of the Improvements constructed pursuant to this Agreement shall vest in City.

16. Final Acceptance of Work. Acceptance of work on behalf of City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of the Improvements to be accepted. The City Council shall act upon the Engineer's recommendation within sixty (60) days from the date the City Engineer certifies that the work has been finally completed, as provided in Section 4, above. Such acceptance shall not constitute a waiver of defects by City.

17. Indemnity/Hold Harmless. Pursuant to Government Code Section 66474.9, 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 to the extent such claims, demands, causes of action, liability, or loss arise 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 constructed by Subdivider.

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 Subdivision, and the public improvements as provided herein. Acceptance by 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 final map, regardless of any negligent action or inaction taken by the City in approving the plans or 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 acceptance by the City of the Improvements.** It is the intent of this Section 17 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 Improvement security shall not be required to cover the provisions of this Section 17.

Subdivider shall reimburse the City for all reasonable costs and expenses (including but not limited to reasonable fees and charges of architects, engineers, attorneys and other professionals, and court costs) incurred by City in enforcing the provisions of this Section 17.

18. 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 Subdivision 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.

19. Sale or Disposition of Subdivision. In the event of sale or other disposition of the Subdivision, 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 17 for the work or Improvement done by Subdivider.

20. Time is of the Essence. Time is of the essence in the performance of this Agreement; however, in the event good cause is shown, the Daly City City Council may extend the time for completion of the Improvements hereunder. Any such extension may be granted without notice to Subdivider's surety, and extensions so granted shall not relieve the surety's liability on the bond or bonds to secure faithful performance of this Agreement.

The Daly City City Council shall be the sole and final judge as to whether good cause has been shown to entitle Subdivider to an extension.

21. Time for Commencement of Work; Time Extensions; Performance.

Subdivider shall commence substantial construction of the Improvements required by this Agreement not later than three (3) months after the effective date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The 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 shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. Delay resulting from an act of City, act of God, by storm or inclement weather, strikes, boycotts or similar political actions or any other cause beyond the reasonable control of Subdivider, which prevent the conducting of work, which Subdivider could not have reasonably foreseen, and furthermore were not caused by or contributed to by Subdivider, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the City Engineer may require Subdivider to furnish new security 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.

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

b. Unless otherwise extended pursuant to Paragraph 20, above, Subdivider must complete all Improvements so that they may be accepted by the City, or approved by the City Engineer, within 30 consecutive calendar days after the date of execution of this Agreement.

c. Subdivider recognizes that by approval of the final map of this Subdivision, 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 within the Subdivision. 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.

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 City ordinance.

23. Subdivider's Insurance.

Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required under this Section 23 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 Subdivision 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 worker's 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 damage to property or injury to persons sustained 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 Section, 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.

24. Title to Improvements.

Except as otherwise detailed herein or on the Subdivision Improvement Plans or the final map, title to, and ownership of, the water service laterals from the publicly-maintained water mains up to and including the water meters and their appurtenant fittings and structures, including, drainage pipes and structures serving the public streets and easements, 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 homeowners association per their declaration of covenants, conditions and restrictions, shall vest absolutely in City, upon completion and acceptance of such Improvements by 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 Subdivision Improvements.

25. Repair or Reconstruction of Defective Work.

Before requesting final acceptance of completed Improvements or any portion thereof and release of Agreement cash or other security, the Subdivider shall post a Warranty Bond guaranteeing any corrective work required and covering the Warranty or Warranties as specified in Section 9, above. The amount of warranty bond obligation shall be no less than 10% of the total estimated cost of completing all required Improvements to be constructed by Subdivider. The warranty bond shall stay in full force for a period of one (1) year after the date the City accepts the Improvements and releases the Security.

If, within a period of one (1) year after final acceptance of the work performed under this Agreement, Subdivider receives written notice from the City that any Improvement or part of any Improvement furnished and/or installed or constructed by Subdivider, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the specifications, Subdivider shall without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvement. Should Subdivider fail to act within thirty (30) days after receipt of written notice from the City, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the actual costs incurred of such repairs.

26. Cost of Engineering and Inspection.

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 this Subdivision 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) business days after receipt thereof.

27. Notice of Default.

If Subdivider is in default of this Agreement as defined in Section 8 above, 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.

After expiration of any applicable notice and cure period, 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 or damages occasioned City thereby; and, in such event, City, , 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. Breach of Agreement: Performance by Surety or City.

In the event of any such Notice of Default (Section 27, 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) days after the serving upon it of such notice of its intention to take over the performance of the contract, does not commence performance thereof within ten (10) 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, , 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 therefor.

29. 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, California 94015

Notices required to be given to Subdivider shall be addressed as shown on the first page of this Agreement.

Notices required to be given 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.

30. Building Occupancy Permits.

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

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

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

- a. City and State reviewed Conditions, Covenants and Restrictions (or Declaration of Covenants);
- b. a recorded final subdivision 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, unless such easements are incorporated into the Declaration of Covenants, Conditions and Restrictions for the Subdivision.

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

33. 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 this Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

34. 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.

35. 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.

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

37. 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.

38. Interpretation. This agreement shall in interpreted in accordance with the laws of the State of California.

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

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

SUBDIVIDER:

CITY OF DALY CITY:

Warmington Annie Street Associates, LLC,
A Delaware limited liability company

MAYOR

By: WRG Builder II, L.P., its Managing
Member

APPROVED AS TO FORM:

By: Warmington Residential California, Inc.,
a California Corporation, Its General Partner

Rose Zimmerman, CITY ATTORNEY

By: Gregory N. Mix
Title: President, Northern California Division

ATTEST:

Recommended for Approval:

Engineering Division, Department of Public
Work for the City of Daly City

K. Annette Hipona
CITY CLERK

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.

EXHIBIT A
ENGINEER'S PRELIMINARY CONSTRUCTION BOND ESTIMATE
ANNIE STREET
SUBD 2-14-8644 & SUBD 1-13-6712 & LOT-8-14-9499
Daly City, California

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Remove Existing Monolithic Curb, Gutter and Sidewalk	524	LF	\$ 20.00	\$ 10,480.00
2	Replace Monolithic Curb, Gutter and Sidewalk	524	LF	\$ 60.00	\$ 31,440.00
3	2" Grind and Overlay of Existing Annie Street	19,200	SF	\$ 5.00	\$ 96,000.00
4	Residential Driveway Approaches - 8' Wide	16	EA	\$ 750.00	\$ 12,000.00
5	Residential Driveway Approaches - 16' Wide	9	EA	\$ 1,500.00	\$ 13,500.00
6	Residential Driveway Approaches (@ Lots A-D)	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Street Work					<u>\$166,420</u>
<u>STORM DRAIN</u>					
5	15" Drain Pipe	45	LF	\$ 50.00	\$ 2,250.00
6	Drain Manhole	1	EA	\$ 4,000.00	\$ 4,000.00
7	Through Curb Drain (Per DTL SD-5) with Cleanout	1	EA	\$ 1,500.00	\$ 1,500.00
8	Connect to Existing Drain Inlet	1	EA	\$ 1,500.00	\$ 1,500.00
Subtotal Storm Drain					<u>\$9,250</u>
<u>SANITARY SEWER</u>					
9	6" PVC Main	137	LF	\$ 40.00	\$ 5,480.00
10	Sewer Manhole	2	EA	\$ 4,500.00	\$ 9,000.00
11	4" Service	4	EA	\$ 850.00	\$ 3,400.00
12	4" Service (Including Connection to Existing Main)	18	EA	\$ 1,600.00	\$ 28,800.00
13	Trenching and Excavation - Main and Services	390	LF	\$ 20.00	\$ 7,800.00
14	Street Restoration - Main and Services	780	SF	\$ 5.00	\$ 3,900.00
15	Connect to Existing Main	1	EA	\$ 1,500.00	\$ 1,500.00
Subtotal Sanitary Sewer					<u>\$59,880</u>
<u>ELECTRICAL</u>					
16	Street Lighting and Conduit		LF		INCL IN ITEM 19
17	Joint Trench and Existing Utility Undergrounding	1,052	LF	\$ 150.00	\$ 157,800.00
Subtotal Electrical					<u>\$157,800</u>
<u>WATER QUALITY</u>					
18	Bioretention	890	SF	\$ 30.00	\$ 26,700.00
19	Infiltration Trench	128	SF	\$ 30.00	\$ 3,840.00
Subtotal Water Quality					<u>\$30,540</u>
<u>WATER SUPPLY</u>					
20	Trenching and Excavation - 8" Main & Services	810	LF	\$ 20.00	\$ 16,200.00
21	Street Restoration - 8" Main & Services	1,755	SF	\$ 5.00	\$ 8,775.00
22	Water Installation by CALWATER				NIC
Subtotal Water Supply					<u>\$24,975</u>
Sub-Total Annie Street					<u>\$448,865</u>
10% Contingency					<u>\$44,887</u>
15% Administrative Fee					<u>\$67,330</u>
Total Construction Cost					<u>\$561,081</u>



City Council Agenda Report

Item # _____

Meeting Date: January 12, 2015

Subject: Amendment to Existing Professional Services Contract with G&E Engineering Systems for Seismic Upgrade Design

Recommended Action

Authorize the City Manager to execute Amendment #4 to existing Professional Services Agreement with G&E Engineering Systems of Oakland, CA, in the amount of \$189,637.

Background

G&E Engineering Services was retained and completed its seismic assessment of Daly City water reservoirs. Six facilities were rated as needing structural upgrades to remain seismically sound.

Discussion

To date Reservoir 7 design is complete and construction must remain on hold pending completion of a new reservoir on site by North Coast County Water District. Reservoir 3 design is complete and is currently under construction. Amendment #4 covers design work consistent with the findings of the four reservoir projects that remain. The next phase is to first address the most critical facilities with the highest priority, Reservoirs 5 and 8.

The intent is to design Reservoirs 5 and 8 and bid these projects together in April 2015. Additionally, once these projects are bid and are in the construction phase, the remaining reservoirs (moderate priority - 5B and 6B) will begin design. The goal is to bid these together as well, later in the Fall of 2015.

G&E Engineering Systems will be responsible, as they have been with the other projects, for providing reviews to the City at 50%, 90% and 100% submittals and includes coordination with the City's bidding and contract specifications. City staff has notified the consultant to initiate design on Reservoirs 5 and 8 once approved. The amount requested covers the cost associated with the remaining four reservoirs.

Fiscal Impact

Sufficient funds in the amount of \$189,637 are available in Water Fund 41-385-708, Seismic Improvements.

Summary/Conclusion

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

Respectfully submitted,

Cynthia J. Royer
Manager of Technical Services

Patrick Sweetland
Director of Water and Wastewater Resources



City Council Agenda Report

Item # _____

Meeting Date: January 12, 2015

Subject: Amend Traffic Regulations: (1) Install 24 ft. of 30-minute limited time parking zone in front of 6718 Mission Street (TSR 15/39); and (2) Install 42 ft. of No Parking zone along the west curb of Mission Street, south of John Daly Boulevard (TSR 15/41).

Recommended Action

Recommend the City Council amend the City's traffic regulations as follows:

1. Install 24 ft. of 30-minute limited time (green) parking zone in front of 6718 Mission Street. (TSR 15/39)
2. Install 42 ft. of no parking (red) zone along the west curb of Mission Street, south of John Daly Boulevard on the bulb-out on the southwest corner. (TSR 15/41)

Background

On December 11, 2014, the City's Traffic Safety Committee met and reviewed various requests for traffic improvements, signage and pavement markings, and recommended to the City Manager amending the aforementioned traffic regulations.

Discussion

The amendments to the traffic regulations were recommended for the following reasons:

1. The business owners of Mid-City Market requested a green zone for the existing 30-minute metered parking space in front of their business at 6718 Mission Street to better meet the needs of their customers. The green zone will encourage more turnover of the parking space in front of their business. There was also a reported history that the parking meters were abused and vandalized to inhibit police enforcement of the time limitation.
2. The requested red zone will prohibit vehicles from inappropriately parking at a curb extension or bulb-out and thereby blocking the southbound through lane on Mission Street, south of John Daly Boulevard.

Fiscal Impact

Funding is available for the proposed signs and/or markings in the Street Maintenance operating budget 01-314-330-4241 for the current Fiscal Year 2014-2015.

Summary/Conclusion

Recommend the City Council amend the aforementioned traffic regulations.

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

Respectfully submitted,

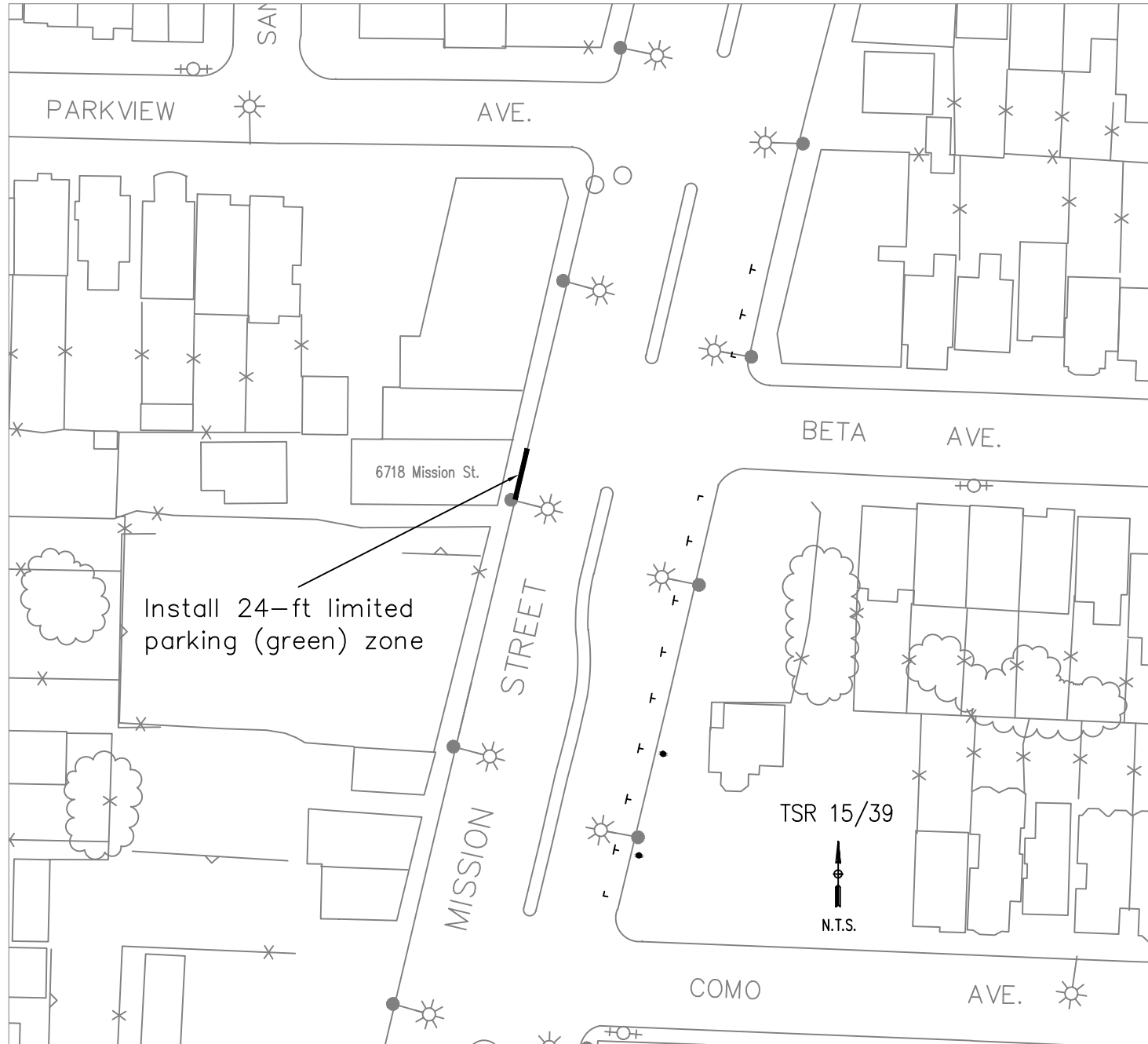


Shirley Chan
Traffic Engineer

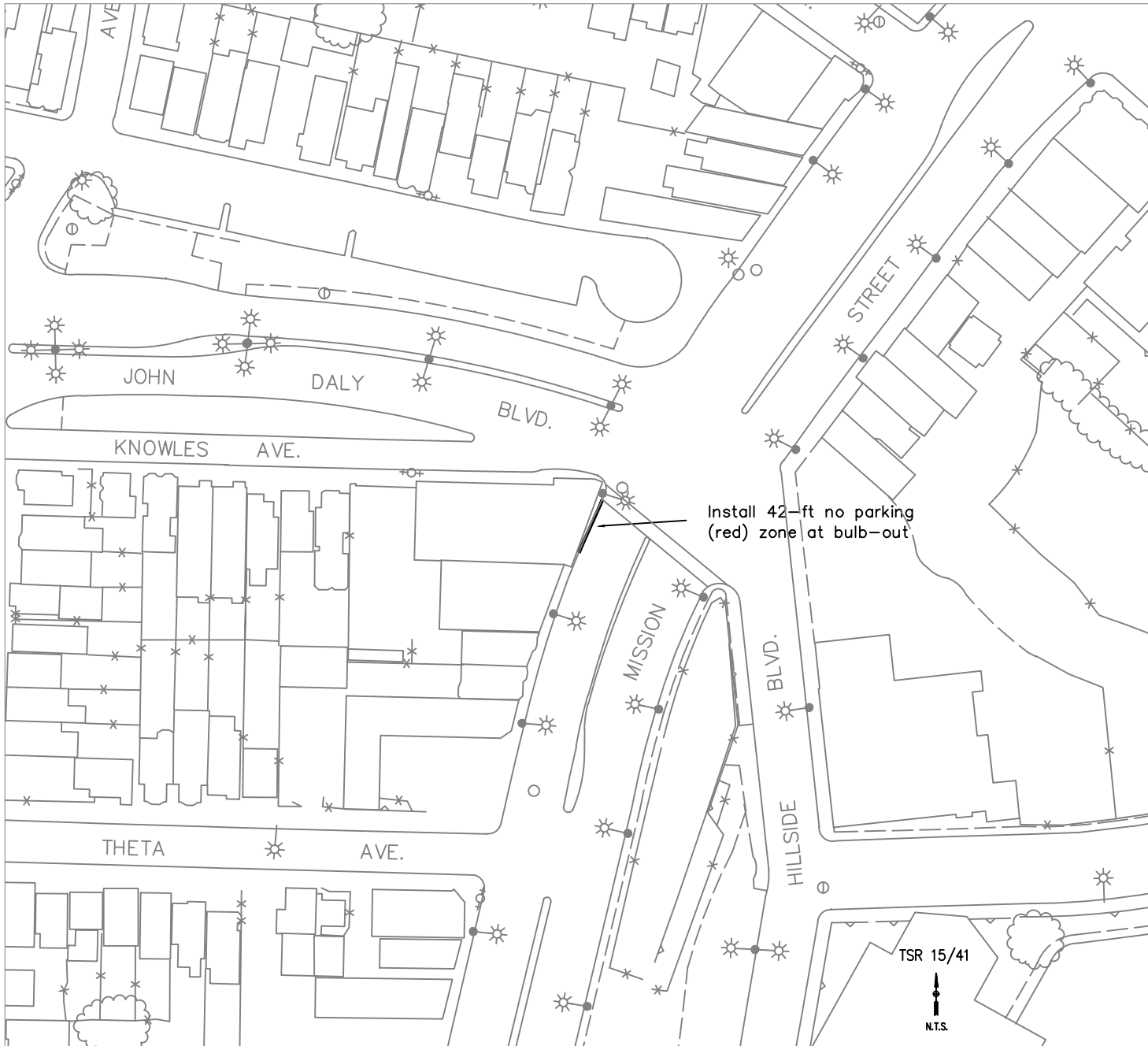


John L. Fuller
Director of Public Works

Attachment: Traffic Improvements Location Maps



THE CITY OF DALY CITY CALIFORNIA DEPARTMENT OF PUBLIC WORKS				
TRAFFIC IMPROVEMENTS 6718 Mission Street				
DRAWN MN	DATE 12/16	APPROVED _____ CITY ENGINEER		
CHECKED JLF	SCALE NTS	SHEET NO. 1 OF 1		
DESIGNED SC	SURVEY NO.	TSR 15-39	DRAWING NUMBER	REV.



THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
Mission Street at John Daly Blvd.

DRAWN	MN	DATE	12/16	APPROVED	
CHECKED	JLF	SCALE	NTS	CITY ENGINEER	
DESIGNED	SC	SURVEY NO.		SHEET NO. 1 OF 1	TSR 15-41
				DRAWING NUMBER	REV.



City Council Meeting Agenda Report

Item # _____

Meeting Date: January 12, 2015

Subject: Authorization to Submit an Application for Transportation Development Act Article 3 Grant Funds

Recommended Action

Recommend the City Council authorize staff to submit an application to the City/County Association of Governments of San Mateo County (C/CAG) for Transportation Development Act (TDA) Article 3 Pedestrian and Bicycle grant funds for fiscal year 2015/16.

Background

The TDA program provides funding for various pedestrian and bicycle improvement projects. Daly City has previously received funding for the installation of pedestrian countdown signals at all City signalized intersections, bike lanes on Callan Boulevard and Southgate Avenue and bulb-outs at the intersection of Southgate Avenue and Westmoor Avenue. Funds are awarded based on the following criteria:

1. Readiness of project
2. Support for project from the community, local Bicycle/Pedestrian Advisory Committee (B/PAC), City Council, schools, citizens and other agencies
3. Consistency with San Mateo County Comprehensive Bicycle and Pedestrian Plan
4. Potential to improve safety for bicycle and/or pedestrian travel

Discussion

TDA applications for the 2015-2016 fiscal year funding are due to C/CAG on January 12, 2015. Approximately \$1,500,000 is available for funding projects in San Mateo County. Funding is limited to \$400,000 for each capital project. Each jurisdiction/agency may submit a maximum of three (3) applications. Although the City is not required to have matching funds, the grant program rates projects with higher local match with more points.

Staff proposes to submit an application for the following project:

- **Westmoor Avenue to Guadalupe Parkway Bicycle and Pedestrian Improvements.** Install Class II bicycle lanes/ Class III bicycle route along Westmoor Avenue from the entrance of Westmoor High School at Baldwin Avenue (western boundary) to Sullivan Avenue and along San Pedro Road and East Market Street to Guadalupe Canyon Parkway (eastern boundary). Pedestrian bulb-outs are also proposed and specific locations will be identified. The estimated cost for construction is \$360,000. The TDA grant request would be for \$277,000 with a local match of \$83,000.

City Council Agenda Report

Subject: Authorization to Submit an Application for Transportation Development Act Article 3 Grant Funds

Meeting Date: January 12, 2015

Page 2 of 2

Fiscal Impact

Upon award of the grant funds, staff would request the City Council appropriate the grant funds and the required local match. For projects of this type, the matching funds would typically be allocated from the City's Gas Tax, Measure A, or other "local" transportation related funding source.

Summary/Conclusion

Recommend that the City Council authorize staff to submit an application for the TDA grants for the Westmoor Avenue to Guadalupe Parkway Bicycle and Pedestrian Improvements project.

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

Respectfully submitted,



Shirley Chan
Traffic Engineer



John L. Fuller
Director of Public Works



City Council Meeting Agenda Report

Item # _____

Meeting Date: January 12, 2015

**Subject: Approval of Daly City's Participation in the Institute for Local Government's
Beacon Award: Local Leadership toward Solving Climate Change Recognition
Program**

Recommended Action

Staff recommends that the City Council approve the attached resolution authorizing the City's participation in the Beacon Award Program.

Background

The Beacon Award: Local Leadership toward Solving Climate Change is a newly established program of the Institute for Local Government (ILG) recognizing and celebrating cities and counties that reduce greenhouse gas emissions and energy use; adopt policies and programs to address climate change; and promote sustainability. ILG is the non-profit research and education affiliate of the League of California Cities and the California State Association of Counties.

The Beacon Award Program is funded by the California utility ratepayers and administered by Pacific Gas and Electric Company, San Diego Gas and Electric Company, Southern California Edison and Southern California Gas Company, under the auspices of the California Public Utilities Commission.

In order to participate in the Beacon Award Program, cities and counties must complete a simple application and do the following:

- Adopt a resolution by the governing body committing the agency to participate in the program (see attached resolution);
- Designate a lead staff person as a point of contact;
- Prepare, or commit to prepare, a baseline greenhouse gas emissions inventory for agency facilities and the community as a whole (previously completed inventories using a commonly accepted methodology will be accepted);
- Prepare, or commit to prepare, a climate action plan that includes actions in each of the Best Practice Areas (previously completed plans using a commonly accepted methodology will be accepted); and
- Demonstrate compliance with AB 939, the California Integrated Waste Management Act of 1989.

Participating cities and counties will be recognized with Silver, Gold and Platinum Beacon Award for achieving specified measureable reductions. The program will also recognize participants for interim accomplishments.

Awards are achieved through the tiered scale of criteria below:

<i>Silver Beacon Award</i>	
Agency Facilities & Operations	
GHG Reduction:	5 percent in agency facilities & operations
Energy Savings:	5 percent in agency facilities & operations from energy efficiency retrofits
Community	
GHG Reduction:	5 percent in the community as a whole
Energy Savings:	1 activity that promotes energy efficiency in the community
Best Practice Areas:	One activity in each of the ten Best Practice Areas

<i>Gold Beacon Award</i>	
Agency Facilities & Operations	
GHG Reduction:	10 percent in agency facilities & operations
Energy Savings:	10 percent in agency facilities & operations from energy efficiency retrofits
Community	
GHG Reduction:	10 percent in the community as a whole
Energy Savings:	2 activities that promote energy efficiency in the community
Best Practice Areas:	2 activities in each of the ten Best Practice Areas

<i>Platinum Beacon Award</i>	
Agency Facilities & Operations	
GHG Reduction:	20 percent in agency facilities & operations
Energy Savings:	20 percent in agency facilities & operations from energy efficiency retrofits
Community	
GHG Reduction:	20 percent in the community as a whole
Energy Savings:	4 activities that promote energy efficiency in the community
Best Practice Areas:	3 activities in each of the ten Best Practice Areas

The ten Best Practice Areas referenced are from ILG's California Climate Action Network's Best Practices Framework which offers suggestions for action to reduce greenhouse gas emissions in each of the areas, for both agency facilities and the community at large.

The ten Best Practice Areas are:

1. Energy Efficiency & Conservation
2. Water & Wastewater Systems
3. Green Building
4. Waste Reduction & Recycling
5. Climate-Friendly Purchasing
6. Renewable Energy & Low-Carbon Fuels
7. Efficient Transportation
8. Land Use & Community Design
9. Open Space & Offsetting Carbon Emission
10. Promoting Community & Individual Action

Once a city or county is accepted as a Beacon Award participant, it will work towards achieving one or more of the three award levels at its own pace. There is no deadline or timeline for meeting award level criteria; awards will be given out on an ongoing basis. Participants are asked to provide periodic information about their efforts to reduce greenhouse gas emissions and save energy and as well as progress in completing a greenhouse gas inventory, climate action plan and undertaking activities in the ten best practice areas.

Participating in the Beacon Award Program provides an opportunity for cities to showcase its existing efforts to promote sustainability and save energy, even while working towards one of the three award levels. In addition, participants will receive special recognition at League of California Cities and California State Association of Counties events, and will be highlighted on the Beacon Award website, and receive certificates and other materials to display in agency facilities.

Cities in San Mateo County that are full participants are San Carlos and Foster City. A number of cities that have expressed an interest/applying include Colma, Brisbane, Millbrae, Portola Valley, Redwood City, and San Mateo.

Discussion

In December 2010, the City Council adopted the Daly City Green Vision Climate Action Plan (CAP), TEN for TWENTY – A Climate Action Plan for 2011 to 2020 and Beyond. The Plan would be implemented over the next ten years and is aimed at reducing carbon emissions, reducing energy consumption and conserving natural resources. The staff continues to work toward accomplishing the goals outlined in the City's CAP, and we are especially interested in programs that have a low cost barrier for participation. A few recent examples are summarized below.

In October 2014, the Council authorized the City's participation in the HERO Program, which will launch this spring. HERO makes energy- and water-saving renovations affordable for property owners by providing long-term, competitive financing through an additional property tax assessment. Payments are made through the property tax bill for up to 20 years, and interest is tax-deductible. A wide variety of efficiency products are available to property owners such as solar

power panel installations, whole-home heating and cooling (HVAC) systems, energy-saving windows and doors, roofing and insulation.

In December 2014, the City joined a multi-jurisdictional partnership led by Foster City ("Peninsula SunShares") and the Vote Solar Initiative (VSI). This effort, which will be administered by VSI, will help to overcome soft cost barriers impeding the expansion of solar photovoltaic (PV) panels for the residential market. Through this "bulk buying" program coupled with HERO, we are hopeful that we will see more of our residents utilize renewable solar energy.

Once the City Council adopts the resolution, staff believes the City will meet all of the criteria for participation in the Beacon Award Program. Staff sees participation and striving to achieve one of the award levels as a way to meet the goals in the City's CAP and ultimately reduce greenhouse gas emissions.

Fiscal Impact

Program participation is voluntary. The program is designed to piggyback on existing efforts and no additional resources would be needed specifically for participating in the Beacon Award Program. In addition, participation in the program may increase the City's competitiveness for future state or other grant funding.

Summary/Conclusion

Staff recommends the Council adopt the attached resolution and authorize the City's participation in the Institute for Local Government's Beacon Award: Local Leadership toward Solving Climate Change Recognition Program.

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

Respectfully submitted,



Julie Thuy Underwood
Assistant City Manager



Patricia E. Martel
City Manager

Attachment: Resolution to Participate in the Institute for Local Government's Beacon Award:
Local Leadership toward Solving Climate Change Recognition Program

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
APPROVING PARTICIPATION IN THE INSTITUTE OF LOCAL GOVERNMENT'S
BEACON AWARD: LOCAL LEADERSHIP TOWARD SOLVING CLIMATE CHANGE

WHEREAS, the City of Daly City is undertaking policies, programs and activities to reduce greenhouse gas emissions and save energy; and

WHEREAS, these policies, programs and activities conserve natural resources, save energy and money, and promote sustainable land use and transportation planning in the community; and

WHEREAS, cities and counties statewide are leading by example by adopting innovative sustainability programs and policies, including working with community residents, business groups and others; and

WHEREAS, the City Council has adopted Daly City's Green Vision: Ten for Twenty (Thru 202) Climate Action Plan; and

WHEREAS, the City of Daly City wishes to expand these activities, share its experiences with other communities, and be recognized for its accomplishments; and

WHEREAS, the Beacon Award: Local Leadership Toward Solving Climate Change is a voluntary program of the Institute of Local Government, the non-profit research and education affiliate of the California State Association of Counties and the League of California Cities; and

WHEREAS, the Beacon Award recognizes and celebrates achievements of cities and counties that reduce greenhouse gas emissions and save energy; and

WHEREAS, participating in the Beacon Award is an opportunity for the City of Daly City to be recognized for its efforts to promote sustainability, reduce greenhouse gas emissions and save energy.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Daly City agrees to participate in the Beacon Award: Local Leadership Toward Solving Climate Change; and

BE IT FURTHER RESOLVED, that the City of Daly City will work towards achieving the Silver, Gold, and/or Platinum Beacon Award levels.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
APPROVING PARTICIPATION IN THE INSTITUTE OF LOCAL GOVERNMENT'S
BEACON AWARD: LOCAL LEADERSHIP TOWARD SOLVING CLIMATE CHANGE

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 _____, 2014, 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 12, 2015

Subject: Notice of Completion for 2014-15 Annual Concrete Safety Improvement Program

Recommended Action

Staff recommends that the City Council accept the improvements completed in compliance with the construction contract for the 2014-15 Annual Concrete Safety Improvement Program.

Background

This is a two part City-wide contract which includes construction of planned ADA improvements and on-going/on-call concrete repair services as needed throughout the year. The planned ADA improvements portion of the contract allows the City to remain in compliance with the federal requirements associated with the annual street resurfacing projects by constructing ADA compliant concrete sidewalk curb ramps at street intersections within one year of street resurfacing. The on-going/on-call services portion of the contract allows for repair and replacement of damaged or hazardous concrete sidewalk, driveways, and curb and gutter on an as-needed basis and includes replacement of uplifted sidewalks damaged by tree roots, and removal and replacement of sidewalk or driveways associated with water and sewer system repairs.

Discussion

Bay Area Lightworks, Inc. of San Francisco, California has completed a substantial portion of the work required by the construction contract documents for a total amount of \$219,458.12, including one change order for the amount of \$1,641.12. The original contract award was for \$245,640. The contractor requested to be relieved of the remainder of the contract obligations after they realized their costs to complete the project far exceeded their bid prices. PW staff agreed to recommend ending the contract as the remainder of the work was a small portion of the original contract. Also, attempting to force the contractor to complete this work at substantial loss would likely result in poor work scheduling and administrative problems.

Fiscal Impact

The contract was substantially completed in the total amount of \$219,458.12 with funds available in the Capital Improvement Project account 17-314-601-4509.

Summary/Conclusion

The contractor's work is now complete and acceptable for City maintenance. Staff recommends that the City Council accept the completed improvements for the City's maintenance and use.

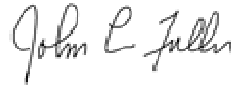
Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Notice of Completion for the 2014-15 Annual Concrete Safety Improvement Program
Meeting Date: January 12, 2015
Page 2 of 2

Respectfully submitted,



Shirley Chan
Traffic Engineer



John L. Fuller
Director of Public Works

Attachments: Notice of Completion and Resolution

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 12, 2015
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:

2014-15 ANNUAL CONCRETE SAFETY IMPROVEMENT PROGRAM

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

Bay Area Lightworks, Inc.
1460 Yosemite Ave
San Francisco, CA 94015

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.

CITY OF DALY CITY, OWNER

John L. Fuller, Public Works Director

STATE OF CALIFORNIA,

COUNTY OF _____ } ss.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20 _____,

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

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

(2014-2015 ANNUAL CONCRETE SAFETY IMPROVEMENT PROGRAM)

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 BAY AREA LIGHTWORKS, INC., a California 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:

2014-15 ANNUAL CONCRETE SAFETY IMPROVEMENT PROGRAM

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 thirty-five (35) 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 special meeting thereof held on the _____ day of _____, 20____, 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 OF DALY CITY
CHECK REGISTERS
FOR THE MONTH OF NOVEMBER 2014

HANDWRITTEN CHECK	-	NONE
CANCELLED CHECK	-	NONE
VOID CHECK	-	NONE

11/14/14		
CHECKS ISSUED	-	#336980 TO #337266
CANCELLED CHECK	-	NONE
VOID CHECK	-	NONE

11/26/14		
CHECKS ISSUED	-	#337267 TO #337599
CANCELLED CHECK	-	NONE
VOID CHECK	-	NONE

AUDITED Lawrence Chin FINANCE DIRECTOR

APPROVED _____ CITY MANAGER

APPROVED _____ FINANCE COMMITTEE

APPROVED _____ FINANCE COMMITTEE

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00336980	15222	ACTION SPORTS	11/14/14	1,040.08	MW	OH		
AP00336981	5034	ADAMSON POLICE PRODUCTS	11/14/14	7,378.73	MW	OH		
AP00336982	13854	AECO SYSTEMS INC	11/14/14	430.00	MW	OH		
AP00336983	46020R	AGUILAR, MIGUEL	11/14/14	250.00	MW	OH		
AP00336984	14004	ALERT PEST CONTROL COMPANY IN	11/14/14	1,550.00	MW	OH		
AP00336985	42094R	ALKHASOV, EDWARD	11/14/14	66.00	MW	OH		
AP00336986	49642	ALL CITY MANAGEMENT SERVICES	11/14/14	7,136.64	MW	OH		
AP00336987	22544	ALLSTAR FIRE EQUIPMENT INC	11/14/14	501.30	MW	OH		
AP00336988	37116	ALPHA ANALYTICAL LABORATORIES	11/14/14	3,776.35	MW	OH		
AP00336989	30801	ALWAYS UNDER PRESSURE	11/14/14	282.39	MW	OH		
AP00336990	32813R	AMERICAN ASPHALT REPAIR & RES	11/14/14	1,000.00	MW	OH		
AP00336991	38846	AMERICAN MESSAGING	11/14/14	68.75	MW	OH		
AP00336992	14988	AMERICAN TOWER CORPORATION	11/14/14	6,366.37	MW	OH		
AP00336993	42310	AMERINATIONAL COMMUNITY SERVI	11/14/14	40.00	MW	OH		
AP00336994	35696	AMERIPRIDE SERVICES INC	11/14/14	348.65	MW	OH		
AP00336995	49778	ANIMAL DENTAL CLINIC	11/14/14	1,815.07	MW	OH		
AP00336996	40384R	ANTHONY'S ROOFING COMPANY	11/14/14	275.00	MW	OH		
AP00336997	1259	ARAMARK UNIFORM SERVICES INC	11/14/14	289.17	MW	OH		
AP00336998	47189R	ARB INC - PITTSBURG	11/14/14	800.00	MW	OH		
AP00336999	15882	ARMSTRONG, PATRICIA	11/14/14	1,486.20	MW	OH		
AP00337000	45686	ASTOUND BROADBAND	11/14/14	1,269.95	MW	OH		
AP00337001	39146R	ASUNCION, REYNANTE	11/14/14	220.86	MW	OH		
AP00337002	1101	AT&T	11/14/14	246.27	MW	OH		
AP00337003	6413	AT&T	11/14/14	8,700.20	MW	OH		
AP00337004	44649	ATLAS COPCO COMPRESSORS LLC	11/14/14	2,301.25	MW	OH		

heck	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
P00337005	29643	AUTO COLLISION CENTER	11/14/14	391.12	MW	OH	
P00337006	24534A	AVELAR, TERESA	11/14/14	141.17	MW	OH	
P00337007	12841	AVERA, PATRICK	11/14/14	634.05	MW	OH	
P00337008	49302	AZCO SUPPLY INC	11/14/14	657.60	MW	OH	
P00337009	49782R	BATTALION ONE FIRE PROTECTION	11/14/14	280.00	MW	OH	
P00337010	19892	BAY AREA PAVING COMPANY INC	11/14/14	1,800.00	MW	OH	
P00337011	49804	BAY AREA WINDOW PROS INC	11/14/14	6,325.00	MW	OH	
P00337012	49805A	BAY CITIES TRANSPORTATION	11/14/14	120.00	MW	OH	
P00337013	44818	BAZDARICH, MARLENE	11/14/14	70.00	MW	OH	
P00337014	2781	BETTS TRUCK PARTS AND SERVICE	11/14/14	203.25	MW	OH	
P00337015	38585	BFI OF CALIFORNIA INC	11/14/14	513.49	MW	OH	
P00337016	49783	BIG JOE HANDLING SYSTEMS	11/14/14	692.65	MW	OH	
P00337017	19200	BIRITE FOODSERVICE DISTRIBUTO	11/14/14	5,372.31	MW	OH	
P00337018	21300	BRISBANE RECYCLING CO INC	11/14/14	451.15	MW	OH	
P00337019	3349	BROADMOOR LANDSCAPE SUPPLY	11/14/14	692.65	MW	OH	
P00337020	G-ASUNCION	BRONTISKY, TRUSTEE MARTHA G	11/14/14	125.00	MW	OH	
P00337021	45889R	BSM CONSTRUCTION INC	11/14/14	21,927.19	MW	OH	
P00337022	48259	BWNVT MOTORS INC	11/14/14	8,136.06	MW	OH	
P00337023	2396	C M AMOS PRINTING COMPANY	11/14/14	576.74	MW	OH	
P00337024	49784R	CABRERA, JAIME ALDEA	11/14/14	33.00	MW	OH	
P00337025	42973	CAL SIGNAL CORP	11/14/14	29,746.85	MW	OH	
P00337026	3028	CAL STEAM	11/14/14	198.71	MW	OH	
P00337027	9834	CALIFORNIA CLASSIC VANS INC	11/14/14	81.80	MW	OH	
P00337028	23899	CALIFORNIA CONTRACTORS SUPPLI	11/14/14	106.82	MW	OH	
P00337029	1196	CALIFORNIA WATER SERVICE COMP	11/14/14	356.83	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00337030	33146	CAMERON, DOUG	11/14/14	292.60	MW	OH		
AP00337031	43533	CAPE	11/14/14	200.00	MW	OH		
AP00337032	42171	CC CLASSIC STEPPERS	11/14/14	160.00	MW	OH		
AP00337033	28636	CDW GOVERNMENT INC	11/14/14	5,969.87	MW	OH		
AP00337034	42277	CEL ANALYTICAL INC	11/14/14	490.00	MW	OH		
AP00337035	1403	CENTER FOR INDEPENDENCE	11/14/14	1,204.66	MW	OH		
AP00337036	24769	CENTER POINT LARGE PRINT	11/14/14	42.74	MW	OH		
AP00337037	10299JPA	CENTRAL COUNTY FIRE DEPARTMEN	11/14/14	15,232.00	MW	OH		
AP00337038	3445	CG APPLIANCE EXPRESS LLC	11/14/14	3,856.42	MW	OH		
AP00337039	3678	CINTAS CORPORATION #464	11/14/14	993.37	MW	OH		
AP00337040	35395	CITY AUTO SUPPLY	11/14/14	7,363.12	MW	OH		
AP00337041	46465JPA	CITY OF BELMONT	11/14/14	4,337.00	MW	OH		
AP00337042	6649JPA	CITY OF BRISBANE	11/14/14	2,780.00	MW	OH		
AP00337043	43155JPA	CITY OF DALY CITY	11/14/14	11,088.00	MW	OH		
AP00337044	5342JPA	CITY OF FOSTER CITY	11/14/14	4,798.00	MW	OH		
AP00337045	4305JPA	CITY OF MILLBRAE	11/14/14	4,594.00	MW	OH		
AP00337046	6034JPA	CITY OF PACIFICA	11/14/14	5,583.00	MW	OH		
AP00337047	6579JPA	CITY OF REDWOOD CITY	11/14/14	8,099.00	MW	OH		
AP00337048	20562JPA	CITY OF SAN BRUNO	11/14/14	2,798.00	MW	OH		
AP00337049	46083JPA	CITY OF SAN CARLOS	11/14/14	4,898.00	MW	OH		
AP00337050	25816JPA	CITY OF SAN MATEO	11/14/14	12,084.00	MW	OH		
AP00337051	24868	CLARK SECURITY PRODUCTS INC	11/14/14	414.31	MW	OH		
AP00337052	26644	CLEANSOURCE INC	11/14/14	3,588.02	MW	OH		
AP00337053	31162	CLINE & DUPLISSEA	11/14/14	3,856.00	MW	OH		
AP00337054	25819JPA	COLMA FIRE PROTECTION DISTRIC	11/14/14	2,417.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
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IP00337055	48645	COMCAST	11/14/14	86.67	MW	OH	
IP00337056	49446	COMCAST	11/14/14	99.02	MW	OH	
IP00337057	40882RJPA	COMER, SHERYL	11/14/14	304.27	MW	OH	
IP00337058	12578	COMPLETE LINEN SERVICE INC	11/14/14	54.49	MW	OH	
IP00337059	43157JPA	COUNTY OF SAN MATEO	11/14/14	1,930.00	MW	OH	
IP00337060	42324	CRIME SCENE CLEANERS INC	11/14/14	280.00	MW	OH	
IP00337061	48323	CRYSTAL CREAMERY	11/14/14	518.85	MW	OH	
IP00337062	21142	CYO CAMP AND RETREAT CENTER	11/14/14	8,776.00	MW	OH	
IP00337063	49806RA	CZARLINSKA, ALEKSANDRA	11/14/14	150.00	MW	OH	
IP00337064	1042	D C LOCK & SECURITY SERVICE	11/14/14	45.78	MW	OH	
IP00337065	1836	DAILY JOURNAL CORPORATION	11/14/14	137.00	MW	OH	
IP00337066	2285	DALY CITY COLMA CHAMBER OF CO	11/14/14	4,102.00	MW	OH	
IP00337067	1793	DALY CITY TOOL MART	11/14/14	88.29	MW	OH	
IP00337068	42706	DASH MEDICAL GLOVES INC	11/14/14	478.83	MW	OH	
IP00337069	16137	DENCO SALES COMPANY INC	11/14/14	321.79	MW	OH	
IP00337070	1299	DEPARTMENT OF JUSTICE	11/14/14	774.00	MW	OH	
IP00337071	42371	DIAL GLASS AND WINDOW COMPANY	11/14/14	293.00	MW	OH	
IP00337072	49631R	DICKINSON, KHLARISA	11/14/14	250.00	MW	OH	
IP00337073	47857	DIVISION OF THE STATE ARCHITE	11/14/14	1,084.38	MW	OH	
IP00337074	49798R	DON'S LEAK PROOF ROOFING CO	11/14/14	275.00	MW	OH	
IP00337075	49799R	DONOVON GARLETS	11/14/14	665.00	MW	OH	
IP00337076	49785	DOOR SPECIALTIES INC	11/14/14	450.00	MW	OH	
IP00337077	49596R	DOUGLAS, KAREN	11/14/14	4,738.66	MW	OH	
IP00337078	23531	DUNCAN PARKING TECHNOLOGIES I	11/14/14	533.31	MW	OH	
IP00337079	1061	DUNN EDWARDS CORPORATION	11/14/14	860.60	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00337080	G-HEADMAN	ECMC	11/14/14	351.44	MW	OH		
AP00337081	21374	EMBASSY SUITES HOTEL INC	11/14/14	181.32	MW	OH		
AP00337082	40007	EMLAB P&K LLC	11/14/14	666.00	MW	OH		
AP00337083	21182	EMPLOYMENT DEVELOPMENT DEPART	11/14/14	390.85	MW	OH		
AP00337084	4339	EMPLOYMENT DEVELOPMENT DEPART	11/14/14	14,990.00	MW	OH		
AP00337085	4339	EMPLOYMENT DEVELOPMENT DEPART	11/14/14	181.00	MW	OH		
AP00337086	7839R	EXCELSIOR ROOFING COMPANY INC	11/14/14	275.00	MW	OH		
AP00337087	37186	FALCON ASSOCIATES INC	11/14/14	1,880.79	MW	OH		
AP00337088	48948R	FASHION ARTS AND YOUTH ENTERP	11/14/14	250.00	MW	OH		
AP00337089	36077	FASTENAL COMPANY	11/14/14	637.69	MW	OH		
AP00337090	10971	FEDEX KINKOS OFFICE AND PRINT	11/14/14	111.36	MW	OH		
AP00337091	26375	FEINBERG, JEANETTE	11/14/14	378.50	MW	OH		
AP00337092	49807R	FERNANDES & SONS GENERAL CONT	11/14/14	4,177.15	MW	OH		
AP00337093	19787	FIRST CHOICE SERVICES	11/14/14	168.75	MW	OH		
AP00337094	11813	FOLGER GRAPHICS	11/14/14	124.87	MW	OH		
AP00337095	G-VILLASENOR	FRANCHISE TAX BOARD	11/14/14	545.24	MW	OH		
AP00337096	49301	FRANK & GROSSMAN	11/14/14	140.00	MW	OH		
AP00337097	48009	GALE CENGAGE LEARNING	11/14/14	107.05	MW	OH		
AP00337098	22743	GARLAND COMPANY INC, THE	11/14/14	2,093.56	MW	OH		
AP00337099	44820	GARLASA, ELLISON	11/14/14	598.50	MW	OH		
AP00337100	37999	GE MDS LLC	11/14/14	1,657.48	MW	OH		
AP00337101	36227	GOLDEN GATE TRUCK CENTER	11/14/14	69.67	MW	OH		
AP00337102	30509	GOODYEAR COMMERCIAL TIRE & SE	11/14/14	1,796.40	MW	OH		
AP00337103	31925	GOVCONNECTION INC	11/14/14	2,276.44	MW	OH		
AP00337104	45109	GRAFIX SHOPPE	11/14/14	218.85	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
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P00337105	1754	GRAINGER INC	11/14/14	2,601.03	MW	OH	
P00337106	36985	GRAND INDUSTRIES INC	11/14/14	10,000.00	MW	OH	
P00337107	1571	GRANITE ROCK COMPANY	11/14/14	725.12	MW	OH	
P00337108	1123	GRAYBAR ELECTRIC CO	11/14/14	166.78	MW	OH	
P00337109	42369	GUTIERREZ, ROBERT A	11/14/14	200.00	MW	OH	
P00337110	49779R	HAAS, PHILIP	11/14/14	107.52	MW	OH	
P00337111	12996ALAW	HANSON BRIDGETT LLP	11/14/14	1,964.00	MW	OH	
P00337112	3702	HARRINGTON INDUSTRIAL PLASTIC	11/14/14	186.93	MW	OH	
P00337113	1126	HAWKINS TRAFFIC SAFETY SUPPLY	11/14/14	185.94	MW	OH	
P00337114	49800R	HEGARTY CONSTRUCTION	11/14/14	725.00	MW	OH	
P00337115	9049	HI TECH EVS INC SPARTAN ERV	11/14/14	491.55	MW	OH	
P00337116	49786R	HIGGINS, TANISHA	11/14/14	33.00	MW	OH	
P00337117	40551R	HO, YOOK MUN	11/14/14	455.00	MW	OH	
P00337118	15857	HOME DEPOT CREDIT SERVICES	11/14/14	12,802.88	MW	OH	
P00337119	26844	HOPKINS TECHNICAL PRODUCTS IN	11/14/14	681.15	MW	OH	
P00337120	2665	HSQ TECHNOLOGY CORP	11/14/14	1,108.00	MW	OH	
P00337121	49787R	HUERTA, EDUARDO	11/14/14	35.00	MW	OH	
P00337122	41818	HUNTINGTON COURT REPORTERS	11/14/14	93.12	MW	OH	
P00337123	12438	ICMA	11/14/14	1,400.00	MW	OH	
P00337124	47136	INNVISION SHELTER NETWORK	11/14/14	9,471.09	MW	OH	
P00337125	1072	IRVINE & JACHENS INC	11/14/14	45.00	MW	OH	
P00337126	47829	ITERIS INC	11/14/14	9,326.04	MW	OH	
P00337127	47658R	JACKSON, ROSS	11/14/14	200.00	MW	OH	
P00337128	24233	JACOBS ASSOCIATES	11/14/14	30,795.90	MW	OH	
P00337129	32523	JANWAY COMPANY USA INC	11/14/14	135.00	MW	OH	

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AP00337130	17173	JOHNSON, TODD	11/14/14	365.00	MW	OH		
AP00337131	7901	K 119 OF CALIFORNIA INC	11/14/14	67.54	MW	OH		
AP00337132	10144	KAMAN INDUSTRIAL TECHNOLOGIES	11/14/14	94.11	MW	OH		
AP00337133	29633	KELLY MOORE PAINT COMPANY INC	11/14/14	30.89	MW	OH		
AP00337134	34345	KELLY PIPE COMPANY LLC	11/14/14	1,975.86	MW	OH		
AP00337135	20047	KOGA, JEANNE	11/14/14	110.84	MW	OH		
AP00337136	1108	L N CURTIS & SONS	11/14/14	1,038.74	MW	OH		
AP00337137	49599	L&T CABINET AND GRANITE LLC	11/14/14	329.18	MW	OH		
AP00337138	13776	LANGUAGE LINE SERVICES	11/14/14	314.51	MW	OH		
AP00337139	49788R	LAURENCIO, LAURENCE SABANAL	11/14/14	33.00	MW	OH		
AP00337140	1148	LAWSON PRODUCTS INC	11/14/14	210.68	MW	OH		
AP00337141	33497	LEGACY MECHANICAL & ENERGY SE	11/14/14	2,444.77	MW	OH		
AP00337142	49789R	LEON, LAWRENCE	11/14/14	38.00	MW	OH		
AP00337143	29220	LIGHTHOUSE, THE	11/14/14	46.87	MW	OH		
AP00337144	49801R	LUU, HAI	11/14/14	1,787.44	MW	OH		
AP00337145	28105	MANAGEMENT PARTNERS INC	11/14/14	20,000.00	MW	OH		
AP00337146	14277	MAZE & ASSOCIATES INC	11/14/14	42,531.00	MW	OH		
AP00337147	48646	MCCOWN-HARPER, BENITA	11/14/14	189.00	MW	OH		
AP00337148	6595	MCI	11/14/14	26.32	MW	OH		
AP00337149	49790R	MCQUADE, JOSHUA	11/14/14	664.00	MW	OH		
AP00337150	33989A	MEGAPATH INC	11/14/14	366.69	MW	OH		
AP00337151	25805JPA	MENLO PARK FIRE PROTECTION DI	11/14/14	15,786.00	MW	OH		
AP00337152	23949	METRO MOBILE COMMUNICATIONS	11/14/14	2,992.15	MW	OH		
AP00337153	26163	MIKE BROWN ELECTRIC	11/14/14	57,771.40	MW	OH		
AP00337154	18673	MISSION MOTORCYLES	11/14/14	31.80	MW	OH		

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P00337155	15396	MOSS RUBBER & EQUIPMENT CORP	11/14/14	69.36	MW	OH	
P00337156	42663	MUNICIPAL CODE CORPORATION	11/14/14	650.00	MW	OH	
P00337157	15210	MUNICIPAL MAINTENANCE EQUIPME	11/14/14	147.30	MW	OH	
P00337158	28919	MUNISERVICES LLC	11/14/14	1,280.00	MW	OH	
P00337159	49781	NETWORK SOLUTIONS LLC	11/14/14	659.80	MW	OH	
P00337160	47388	NEW A AND A TOP AND TRIM	11/14/14	304.38	MW	OH	
P00337161	46852	NEWEGG BUSINESS INC	11/14/14	39.02	MW	OH	
P00337162	49802R	NGUYEN, PETER	11/14/14	1,325.00	MW	OH	
P00337163	40569	NIEMI, ERENE	11/14/14	240.00	MW	OH	
P00337164	6134	NORTH STATE ENVIRONMENTAL	11/14/14	1,680.88	MW	OH	
P00337165	20521	OCLC INC	11/14/14	2,867.67	MW	OH	
P00337166	42500	OFFICE DEPOT	11/14/14	1,178.58	MW	OH	
P00337167	1055	OFFICE DEPOT INC	11/14/14	713.29	MW	OH	
P00337168	16707	OFFICE OF THE SHERIFF CONTRA	11/14/14	844.00	MW	OH	
P00337169	3240	OMEGA ENGRAVING	11/14/14	27.75	MW	OH	
P00337170	34228	ORLANDI TRAILER INC	11/14/14	5,130.47	MW	OH	
P00337171	4918	OTIS ELEVATOR COMPANY	11/14/14	745.74	MW	OH	
P00337172	42965	OWEN EQUIPMENT SALES	11/14/14	1,057.70	MW	OH	
P00337173	24767	P&D APPLIANCE COMMERCIAL PART	11/14/14	355.00	MW	OH	
P00337174	42838	PACE SUPPLY CORP	11/14/14	160.35	MW	OH	
P00337175	15483	PACIFIC COAST SEED INC	11/14/14	541.25	MW	OH	
P00337176	1216	PACIFIC GAS & ELECTRIC	11/14/14	234,978.11	MW	OH	
P00337177	1080	PACIFIC NURSERIES	11/14/14	370.03	MW	OH	
P00337178	29252	PACIFIC PRODUCE INC	11/14/14	580.40	MW	OH	
P00337179	1786	PACIFICA TRIBUNE	11/14/14	35.00	MW	OH	

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AP00337180	33377	PANTAZY, JOHN	11/14/14	2,372.10	MW	OH	
AP00337181	20794	PELCO SALES & SERVICE INC	11/14/14	1,083.00	MW	OH	
AP00337182	29738	PENINSULA UNIFORMS & EQUIPMEN	11/14/14	1,042.73	MW	OH	
AP00337183	19678	PERS LONG TERM CARE PROGRAM	11/14/14	1,077.54	MW	OH	
AP00337184	38072	PETERSON, NOVELLA	11/14/14	348.00	MW	OH	
AP00337185	47186	PIRTEK SFO	11/14/14	192.80	MW	OH	
AP00337186	25817JPA	POINT MONTARA HALF MOON BAY F	11/14/14	8,074.00	MW	OH	
AP00337187	9922	POLLARDWATER.COM	11/14/14	1,088.81	MW	OH	
AP00337188	49791R	POTI, ISAAKO	11/14/14	664.00	MW	OH	
AP00337189	16440	PRAXAIR DISTRIBUTION INC	11/14/14	24.75	MW	OH	
AP00337190	14431	PRAXAIR INC	11/14/14	3,088.50	MW	OH	
AP00337191	44822	PRECISION TREE CARE	11/14/14	4,450.00	MW	OH	
AP00337192	36793	PSS COMMUNICATIONS INC	11/14/14	49,580.00	MW	OH	
AP00337193	48146	PYRAMID ALTERNATIVE INC	11/14/14	9,036.08	MW	OH	
AP00337194	1115	R & B COMPANY	11/14/14	224.88	MW	OH	
AP00337195	12539	R A METAL PRODUCTS INC	11/14/14	695.44	MW	OH	
AP00337196	49792	RAININ INSTRUMENT LLC	11/14/14	748.83	MW	OH	
AP00337197	2439	RECORDED BOOKS INC	11/14/14	17.34	MW	OH	
AP00337198	14608	REEVES COMPANY INC	11/14/14	27.99	MW	OH	
AP00337199	15337	RELIABLE OFFICE SUPPLIES	11/14/14	173.80	MW	OH	
AP00337200	1200	REPUBLIC SERVICES OF NORTH AM	11/14/14	1,145,484.35	MW	OH	
AP00337201	18111	REYES, CUAUHEMOC	11/14/14	365.00	MW	OH	
AP00337202	44480JPA	RICOH USA INC	11/14/14	321.56	MW	OH	
AP00337203	45148	SAFEWAY SIGN COMPANY	11/14/14	705.25	MW	OH	
AP00337204	40180R	SAMRA, SARDOOL	11/14/14	2,075.00	MW	OH	

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P00337205	49793R	SAMUEL, PUSHPA	11/14/14	138.00	MW	OH	
P00337206	9274	SAN FRANCISCO CHRONICLE	11/14/14	611.00	MW	OH	
P00337207	1109	SAN FRANCISCO PUBLIC	11/14/14	466,481.31	MW	OH	
P00337208	38062	SAN MATEO COUNTY CITY MANAGER	11/14/14	270.00	MW	OH	
P00337209	43158JPA	SAN MATEO COUNTY FIRE COUNTY	11/14/14	15,364.00	MW	OH	
P00337210	2298	SAN MATEO COUNTY TIMES	11/14/14	168.00	MW	OH	
P00337211	9666	SAN MATEO LAWN MOWER SHOP	11/14/14	1,255.04	MW	OH	
P00337212	46350R	SARCENO, PAULA	11/14/14	250.00	MW	OH	
P00337213	49441	SC FUELS	11/14/14	3,103.54	MW	OH	
P00337214	2068	SHAPE PRODUCTS COMPANY	11/14/14	43.93	MW	OH	
P00337215	30523A	SHELL FLEET	11/14/14	80.95	MW	OH	
P00337216	26781	SHIOSAKA, THOMAS	11/14/14	43.42	MW	OH	
P00337217	30683	SIEMENS INDUSTRY INC	11/14/14	1,107.61	MW	OH	
P00337218	28917	SIERRA CHEMICAL COMPANY	11/14/14	1,821.12	MW	OH	
P00337219	38883	SIGILLO SUPPLY COMPANY	11/14/14	924.42	MW	OH	
P00337220	47001	SKYLINE BUILDING CARE INC	11/14/14	1,990.00	MW	OH	
P00337221	38120	SOKOL, SARITA	11/14/14	283.50	MW	OH	
P00337222	26862	SOUTH BAY REGIONAL PUBLIC SAF	11/14/14	1,230.00	MW	OH	
P00337223	2643	SPARTAN CHASSIS INC	11/14/14	93.54	MW	OH	
P00337224	9339	STATE WATER RESOURCES CONTROL	11/14/14	288,878.38	MW	OH	
P00337225	40900	STEVENS BAY AREA DIESEL SERVI	11/14/14	3,262.92	MW	OH	
P00337226	48169R	SUPPORTERS OF DOELGER SENIOR	11/14/14	214.49	MW	OH	
P00337227	29237	SYNAGRO WEST LLC	11/14/14	12,284.94	MW	OH	
P00337228	39843R	TAYLOR, LUCAS	11/14/14	147.11	MW	OH	
P00337229	42193R	TD ROOFING INC	11/14/14	275.00	MW	OH	

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AP00337230	3600	TEAMSTERS UNION LOCAL 856	11/14/14	69,758.00	MW	OH		
AP00337231	49662	TEST EQUITY LLC	11/14/14	8,031.23	MW	OH		
AP00337232	45972	THIRD DEGREE COMMUNICATIONS I	11/14/14	1,700.00	MW	OH		
AP00337233	1201	THOMSON REUTERS WEST	11/14/14	1,867.30	MW	OH		
AP00337234	16085	TLC ADMINISTRATORS	11/14/14	265.00	MW	OH		
AP00337235	49803	TOWN OF PORTOLA VALLEY	11/14/14	45.00	MW	OH		
AP00337236	31452	TOWNE FORD	11/14/14	23,552.75	MW	OH		
AP00337237	26257	TRAVELCENTER TRUST ACCOUNT	11/14/14	57.00	MW	OH		
AP00337238	49794R	TUALAULELEI, JEREL	11/14/14	33.00	MW	OH		
AP00337239	32422	UNION BANK	11/14/14	2,637.00	MW	OH		
AP00337240	39362	UNITED RESEARCH SERVICES CORP	11/14/14	2,978.10	MW	OH		
AP00337241	31745	UNITED SITE SERVICES OF CALIF	11/14/14	597.73	MW	OH		
AP00337242	32209	UNIVAR USA INC	11/14/14	10,986.44	MW	OH		
AP00337243	3904	UPS	11/14/14	56.51	MW	OH		
AP00337244	7873	URBAN FARMER STORE, THE	11/14/14	93.52	MW	OH		
AP00337245	24531	US BANK	11/14/14	1,000.00	MW	OH		
AP00337246	46998	UTILITY TELEPHONE INC	11/14/14	1,188.66	MW	OH		
AP00337247	47099JPA	UTILITY TELEPHONE INC	11/14/14	4,541.71	MW	OH		
AP00337248	5661	VALS RESTAURANT & LOUNGE	11/14/14	178.35	MW	OH		
AP00337249	49795R	VEGA, MELISSA K	11/14/14	38.00	MW	OH		
AP00337250	29329	VERIZON WIRELESS SERVICES LLC	11/14/14	143.68	MW	OH		
AP00337251	49796R	VISTRO, MARICAR	11/14/14	250.00	MW	OH		
AP00337252	1579	VWR INTERNATIONAL LLC	11/14/14	320.32	MW	OH		
AP00337253	33782	WARD, DIANA L	11/14/14	345.40	MW	OH		
AP00337254	48380	WASTE SOLUTIONS GROUP	11/14/14	4,190.00	MW	OH		

heck	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
=====	=====	=====	=====	=====	=====	=====	=====	=====
P00337255	36355	WASTEWATER SOLUTIONS INC	11/14/14	4,125.00	MW	OH		
P00337256	45764R	WEI, JOHN JIN HANG	11/14/14	828.49	MW	OH		
P00337257	49085	WEST COAST ARBORISTS INC	11/14/14	120.00	MW	OH		
P00337258	29517	WEST LITE SUPPLY COMPANY INC	11/14/14	152.06	MW	OH		
P00337259	49797R	WILLIAMS, STUART	11/14/14	50.00	MW	OH		
P00337260	44683R	WONG, THEODORE	11/14/14	83.28	MW	OH		
P00337261	18388JPA	WOODSIDE FIRE PROTECTION DIST	11/14/14	10,943.00	MW	OH		
P00337262	17248	WOODWORTH, RICHARD	11/14/14	221.76	MW	OH		
P00337263	34537	YAMAMURA, JAIME	11/14/14	241.50	MW	OH		
P00337264	43523	YUNG, ESTHER	11/14/14	51.00	MW	OH		
P00337265	4510	ZAP MANUFACTURING INC	11/14/14	26.53	MW	OH		
P00337266	26847R	ZETZER, DAVID	11/14/14	168.95	MW	OH		

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

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	2,970,288.79	Number of Checks Processed:	287
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0
G R A N D T O T A L	2,970,288.79		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
=====	=====	=====	=====	=====	=====	=====	=====	=====
AP00337267	2519	3M	11/26/14	575.52	MW	OH		
AP00337268	41598R	A & B ROOFING INC	11/26/14	275.00	MW	OH		
AP00337269	25627	A S F ELECTRIC INC	11/26/14	19,355.45	MW	OH		
AP00337270	5034	ADAMSON POLICE PRODUCTS	11/26/14	51.88	MW	OH		
AP00337271	49825R	ADDY, DANNY	11/26/14	181.82	MW	OH		
AP00337272	13854	AECO SYSTEMS INC	11/26/14	4,654.71	MW	OH		
AP00337273	15226	AFSCME LOCAL 919	11/26/14	3,988.56	MW	OH		
AP00337274	49826R	AGUIRRE, MARISA	11/26/14	250.00	MW	OH		
AP00337275	29880	AIRGAS USA LLC	11/26/14	46.77	MW	OH		
AP00337276	32015	AL TAR SERVICES INC	11/26/14	625.86	MW	OH		
AP00337277	11740	ALAN STEEL & SUPPLY COMPANY	11/26/14	277.95	MW	OH		
AP00337278	17905	ALBERTOS IRON WORKS	11/26/14	1,000.00	MW	OH		
AP00337279	49847RA	ALCANTAR, LOURDES	11/26/14	195.00	MW	OH		
AP00337280	3256	ALDRAN CHEMICAL INC	11/26/14	185.19	MW	OH		
AP00337281	1025	ALHAMBRA AND SIERRA SPRINGS	11/26/14	302.30	MW	OH		
AP00337282	49642	ALL CITY MANAGEMENT SERVICES	11/26/14	7,929.60	MW	OH		
AP00337283	49810R	ALLEN, VICTORIA	11/26/14	200.00	MW	OH		
AP00337284	37116	ALPHA ANALYTICAL LABORATORIES	11/26/14	2,335.25	MW	OH		
AP00337285	47850R	ALVAREZ, JENNIFER	11/26/14	88.00	MW	OH		
AP00337286	45439JREN	AMERICAN MEDICAL RESPONSE	11/26/14	1,021.00	MW	OH		
AP00337287	49655	AMERICAN ROOFING COMPANY	11/26/14	11,600.00	MW	OH		
AP00337288	27427	AMERICAN TEXTILE & SUPPLY INC	11/26/14	257.51	MW	OH		
AP00337289	37511	AMERICAN TRAINCO INC	11/26/14	9,100.00	MW	OH		
AP00337290	35696	AMERIPRIDE SERVICES INC	11/26/14	706.30	MW	OH		
AP00337291	1013	ANCHOR FENCE COMPANY INC	11/26/14	313.37	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
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AP00337292	46585	ANTHEM BLUE CROSS	11/26/14	130.80	MW	OH		
AP00337293	46585	ANTHEM BLUE CROSS	11/26/14	129.00	MW	OH		
AP00337294	40384R	ANTHONY'S ROOFING COMPANY	11/26/14	275.00	MW	OH		
AP00337295	6314	ARNOTT, SANDIE	11/26/14	14,700.72	MW	OH		
AP00337296	8426	ARROWHEAD	11/26/14	314.28	MW	OH		
AP00337297	39146R	ASUNCION, REYNANTE	11/26/14	277.18	MW	OH		
AP00337298	32577	AT&T	11/26/14	10,258.74	MW	OH		
AP00337299	45508JPA	AT&T	11/26/14	135.23	MW	OH		
AP00337300	6413	AT&T	11/26/14	158.01	MW	OH		
AP00337301	12841	AVERA, PATRICK	11/26/14	99.00	MW	OH		
AP00337302	49827R	BADILLO, WINNIE	11/26/14	400.00	MW	OH		
AP00337303	38146	BAILEY FENCE COMPANY INC	11/26/14	1,026.00	MW	OH		
AP00337304	1232	BAKER & TAYLOR COMPANY INC	11/26/14	12,648.01	MW	OH		
AP00337305	33100R	BARTON, MICHAEL P	11/26/14	1,027.52	MW	OH		
AP00337306	7950	BAY AREA AIR QUALITY MANAGEME	11/26/14	5,436.00	MW	OH		
AP00337307	19892	BAY AREA PAVING COMPANY INC	11/26/14	12,800.00	MW	OH		
AP00337308	38585	BFI OF CALIFORNIA INC	11/26/14	393.01	MW	OH		
AP00337309	19200	BIRITE FOODSERVICE DISTRIBUTO	11/26/14	4,460.94	MW	OH		
AP00337310	27835	BISHOP COMPANY	11/26/14	913.32	MW	OH		
AP00337311	30234R	BOCCIA, BARBARA	11/26/14	914.40	MW	OH		
AP00337312	33239	BOUND TREE MEDICAL LLC	11/26/14	481.02	MW	OH		
AP00337313	3349	BROADMOOR LANDSCAPE SUPPLY	11/26/14	447.10	MW	OH		
AP00337314	39468	BROADMOOR TOW LLC	11/26/14	168.00	MW	OH		
AP00337315	33842R	BRODRICK, VICTORIA	11/26/14	492.18	MW	OH		
AP00337316	G-ASUNCION	BRONTISKY, TRUSTEE MARTHA G	11/26/14	125.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To	Note
AP00337317	3064	BROWN & CALDWELL INC	11/26/14	16,953.48	MW	OH			
AP00337318	47476	BUDGET BLINDS OF BURLINGAME	11/26/14	5,737.87	MW	OH			
AP00337319	44468	BUDGET CONFERENCING INC	11/26/14	174.27	MW	OH			
AP00337320	49644R	BURGERMEISTER	11/26/14	1,137.12	MW	OH			
AP00337321	34151	BUSINESS CARD	11/26/14	450.40	MW	OH			
AP00337322	46443	BUTCHER, JOANNE	11/26/14	1,156.20	MW	OH			
AP00337323	49780	C C ROOFING INC	11/26/14	12,600.00	MW	OH			
AP00337324	17997	C.L.E.A.	11/26/14	2,572.50	MW	OH			
AP00337325	33981	CAGWIN & DORWARD	11/26/14	298.00	MW	OH			
AP00337326	42973	CAL SIGNAL CORP	11/26/14	1,970.00	MW	OH			
AP00337327	17888	CARL WARREN & COMPANY INC	11/26/14	1,407.60	MW	OH			
AP00337328	49828R	CASTILLO, CARLOS	11/26/14	52.50	MW	OH			
AP00337329	36934R	CASTILLO, HANS	11/26/14	337.41	MW	OH			
AP00337330	21252	CC AND SONS JANITORIAL SERVIC	11/26/14	2,484.00	MW	OH			
AP00337331	44897R	CC ROOFING INC	11/26/14	275.00	MW	OH			
AP00337332	49768AREN	CCF RPP BAYHILL LLC	11/26/14	4,207.17	MW	OH			
AP00337333	28636	CDW GOVERNMENT INC	11/26/14	144.25	MW	OH			
AP00337334	2930	CED CONTRACTORS SF	11/26/14	130.96	MW	OH			
AP00337335	42277	CEL ANALYTICAL INC	11/26/14	175.00	MW	OH			
AP00337336	3678	CINTAS CORPORATION #464	11/26/14	2,041.69	MW	OH			
AP00337337	48345A	CIT	11/26/14	628.10	MW	OH			
AP00337338	48267	CITRIX ONLINE	11/26/14	125.00	MW	OH			
AP00337339	28209JPA	CITY OF BURLINGAME	11/26/14	89.14	MW	OH			
AP00337340	25602	CITY OF DALY CITY	11/26/14	1,933.20	MW	OH			
AP00337341	40357A	CITY OF FOSTER CITY	11/26/14	150.00	MW	OH			

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00337342	46739RA	CITY OF REDWOOD CITY	11/26/14	3,034.88	MW	OH		
AP00337343	16779	CITY PAINTS	11/26/14	89.52	MW	OH		
AP00337344	47916JPA	CITYGATE ASSOCIATES LLC	11/26/14	22,155.00	MW	OH		
AP00337345	24868	CLARK SECURITY PRODUCTS INC	11/26/14	3,701.32	MW	OH		
AP00337346	26644	CLEANSOURCE INC	11/26/14	2,708.52	MW	OH		
AP00337347	38790	COASTSIDE FIRE PROTECTION	11/26/14	95.00	MW	OH		
AP00337348	49809	COLORTILE OF SOUTH SAN FRANCI	11/26/14	6,350.00	MW	OH		
AP00337349	47243	COMCAST	11/26/14	130.59	MW	OH		
AP00337350	48294	COMCAST	11/26/14	118.85	MW	OH		
AP00337351	48517	COMCAST	11/26/14	212.60	MW	OH		
AP00337352	49055	COMCAST	11/26/14	125.77	MW	OH		
AP00337353	12578	COMPLETE LINEN SERVICE INC	11/26/14	54.49	MW	OH		
AP00337354	48029R	CONVENTO, VIDAL	11/26/14	50.00	MW	OH		
AP00337355	23480	COPWARE INC	11/26/14	1,300.00	MW	OH		
AP00337356	40168	CORELOGIC	11/26/14	134.00	MW	OH		
AP00337357	17561	COUNTY OF SAN MATEO	11/26/14	547,803.00	MW	OH		
AP00337358	30377	COUNTY OF SAN MATEO	11/26/14	60.00	MW	OH		
AP00337359	1053	CPS HR CONSULTING	11/26/14	15.00	MW	OH		
AP00337360	42324	CRIME SCENE CLEANERS INC	11/26/14	140.00	MW	OH		
AP00337361	48323	CRYSTAL CREAMERY	11/26/14	693.32	MW	OH		
AP00337362	17010	CSFA	11/26/14	75.00	MW	OH		
AP00337363	28906	CSG CONSULTANTS INC	11/26/14	1,210.00	MW	OH		
AP00337364	7274	CUMMINS PACIFIC LLC	11/26/14	147.02	MW	OH		
AP00337365	21239R	CURRAN, JOSEPH	11/26/14	1,237.66	MW	OH		
AP00337366	25580	CWEA-MEMBERSHIP	11/26/14	312.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00337367	19907	CWEA-TCP	11/26/14	257.00	MW	OH		
AP00337368	36519	DAHL BECK ELECTRIC	11/26/14	114,271.24	MW	OH		
AP00337369	1836	DAILY JOURNAL CORPORATION	11/26/14	189.00	MW	OH		
AP00337370	1414	DALY CITY CENTRAL CASHIER	11/26/14	1,924.10	MW	OH		
AP00337371	1937	DALY CITY FIREFIGHTERS UNION	11/26/14	7,665.00	MW	OH		
AP00337372	30935	DALY CITY POLICE OFFICERS BEN	11/26/14	400.00	MW	OH		
AP00337373	9290	DALY CITY POLICE OFFICERS ASS	11/26/14	212.00	MW	OH		
AP00337374	9290	DALY CITY POLICE OFFICERS ASS	11/26/14	12,238.64	MW	OH		
AP00337375	1793	DALY CITY TOOL MART	11/26/14	419.60	MW	OH		
AP00337376	37164	DARLING INTERNATIONAL INC	11/26/14	853.55	MW	OH		
AP00337377	21676	DELL MARKETING LP	11/26/14	521.58	MW	OH		
AP00337378	1510	DEMCO SUPPLY INC	11/26/14	221.36	MW	OH		
AP00337379	1299	DEPARTMENT OF JUSTICE	11/26/14	831.00	MW	OH		
AP00337380	42371	DIAL GLASS AND WINDOW COMPANY	11/26/14	778.00	MW	OH		
AP00337381	49811R	DOMASION, PAUL AND AMELIA	11/26/14	2,701.00	MW	OH		
AP00337382	49829R	DORSCH, ANGELINA	11/26/14	250.00	MW	OH		
AP00337383	22568R	DOYLE, CLEO	11/26/14	1,400.85	MW	OH		
AP00337384	22126	DUDLEY PERKINS CO	11/26/14	1,119.54	MW	OH		
AP00337385	G-HEADMAN	ECMC	11/26/14	821.44	MW	OH		
AP00337386	40611	ECMS INC	11/26/14	38.15	MW	OH		
AP00337387	49830R	ECONOMY PLUMBING	11/26/14	2,000.00	MW	OH		
AP00337388	40007	EMLAB P&K LLC	11/26/14	259.00	MW	OH		
AP00337389	44735	ENVIRONMENTAL EXPRESS INC	11/26/14	1,629.59	MW	OH		
AP00337390	3786	ENVIRONMENTAL RESOURCE ASSOCI	11/26/14	662.98	MW	OH		
AP00337391	15253	ENVIRONMENTAL SCIENCE ASSOCIA	11/26/14	7,403.13	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00337392	1049	EQUIFAX INFORMATION SVCS LLC	11/26/14	65.00	MW	OH	
AP00337393	13139R	EVERLY, KATHY	11/26/14	110.68	MW	OH	
AP00337394	10571	EVOQUA WATER TECHNOLOGIES LLC	11/26/14	1,160.73	MW	OH	
AP00337395	36077	FASTENAL COMPANY	11/26/14	64.65	MW	OH	
AP00337396	1383	FEDEX	11/26/14	183.62	MW	OH	
AP00337397	1765	FIDELITY NATIONAL TITLE COMPA	11/26/14	1,097.00	MW	OH	
AP00337398	23612A	FIRST NATIONAL BANK OF NO CA	11/26/14	360.73	MW	OH	
AP00337399	13015R	FIRST SAMOAN FULL GOSPEL	11/26/14	250.00	MW	OH	
AP00337400	49831R	FISHER, AMBROSIA	11/26/14	250.00	MW	OH	
AP00337401	11813	FOLGER GRAPHICS	11/26/14	124.23	MW	OH	
AP00337402	49812R	FONG, EDDIE	11/26/14	200.00	MW	OH	
AP00337403	38987	FORENSIC ANALYTICAL LABORATOR	11/26/14	32.00	MW	OH	
AP00337404	G-CALLES	FRANCHISE TAX BOARD	11/26/14	75.00	MW	OH	
AP00337405	G-VILLASENOR	FRANCHISE TAX BOARD	11/26/14	519.92	MW	OH	
AP00337406	32959	G & E ENGINEERING SYSTEM INC	11/26/14	10,234.41	MW	OH	
AP00337407	49832R	G E CHEN CONSTRUCTION INC	11/26/14	6,651.54	MW	OH	
AP00337408	23110	GADDIS INCORPORATED	11/26/14	2,819.37	MW	OH	
AP00337409	22743	GARLAND COMPANY INC, THE	11/26/14	14,371.29	MW	OH	
AP00337410	46313R	GATMAITAN, MICHAEL	11/26/14	250.00	MW	OH	
AP00337411	43856	GBH POLYGRAPH SERVICES	11/26/14	250.00	MW	OH	
AP00337412	37066R	GERACE, ANTHONY	11/26/14	163.49	MW	OH	
AP00337413	49253	GILDA PUENTE PETERS ARCHITECT	11/26/14	2,489.00	MW	OH	
AP00337414	49833R	GILMANS KITCHENS AND BATHS	11/26/14	875.00	MW	OH	
AP00337415	34864	GOLDEN STATE FLOW MEASUREMENT	11/26/14	3,761.35	MW	OH	
AP00337416	30509	GOODYEAR COMMERCIAL TIRE & SE	11/26/14	2,637.77	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00337417	31925	GOVCONNECTION INC	11/26/14	119.85	MW	OH	
AP00337418	18532	GOW SUPPLY COMPANY INC	11/26/14	46.35	MW	OH	
AP00337419	45109	GRAFIX SHOPPE	11/26/14	900.47	MW	OH	
AP00337420	1754	GRAINGER INC	11/26/14	27.42	MW	OH	
AP00337421	36985	GRAND INDUSTRIES INC	11/26/14	16,100.00	MW	OH	
AP00337422	1571	GRANITE ROCK COMPANY	11/26/14	241.77	MW	OH	
AP00337423	30894	GRM	11/26/14	844.38	MW	OH	
AP00337424	2223	HACH COMPANY	11/26/14	1,400.90	MW	OH	
AP00337425	49848RA	HAN, XIAOCHUN	11/26/14	70.00	MW	OH	
AP00337426	36401LAW	HANSON BRIDGETT LLP	11/26/14	910.00	MW	OH	
AP00337427	49813R	HAO, BONNIE	11/26/14	98.00	MW	OH	
AP00337428	3702	HARRINGTON INDUSTRIAL PLASTIC	11/26/14	222.78	MW	OH	
AP00337429	2810	HARRIS AND ASSOCIATES INC.	11/26/14	30,970.00	MW	OH	
AP00337430	49814R	HAZARD, TOM	11/26/14	482.16	MW	OH	
AP00337431	29488	HINES EDM INC	11/26/14	2,872.57	MW	OH	
AP00337432	2665	HSQ TECHNOLOGY CORP	11/26/14	9,579.60	MW	OH	
AP00337433	41818	HUNTINGTON COURT REPORTERS	11/26/14	204.24	MW	OH	
AP00337434	28223	IAPMO	11/26/14	250.00	MW	OH	
AP00337435	31960	INFORMATION TODAY INC	11/26/14	404.05	MW	OH	
AP00337436	48217R	INTEGRITY GENERAL CONSTRUCTIO	11/26/14	710.72	MW	OH	
AP00337437	1072	IRVINE & JACHENS INC	11/26/14	40.00	MW	OH	
AP00337438	27907R	ISIDRO, FLORAMIE	11/26/14	250.00	MW	OH	
AP00337439	32523	JANWAY COMPANY USA INC	11/26/14	560.00	MW	OH	
AP00337440	38222	JOANNE BOND COACHING	11/26/14	525.00	MW	OH	
AP00337441	40264R	JSK GENERAL ROOFING	11/26/14	275.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00337442	7901	K 119 OF CALIFORNIA INC	11/26/14	429.13	MW	OH		
AP00337443	29633	KELLY MOORE PAINT COMPANY INC	11/26/14	5.20	MW	OH		
AP00337444	21792	KELLY PAPER	11/26/14	715.31	MW	OH		
AP00337445	25563	KINGSTON MEDIA	11/26/14	300.00	MW	OH		
AP00337446	33914	KOFFLER ELECTRICAL MECHANICAL	11/26/14	34,794.50	MW	OH		
AP00337447	49599	L&T CABINET AND GRANITE LLC	11/26/14	65.40	MW	OH		
AP00337448	34075	LAB SUPPORT	11/26/14	4,290.40	MW	OH		
AP00337449	34493A	LANLOGIC INC	11/26/14	1,274.95	MW	OH		
AP00337450	48008LAW	LAW OFFICES OF BURKE WILLIAMS	11/26/14	6,096.50	MW	OH		
AP00337451	49815R	LEE, BENJAMIN	11/26/14	1,570.00	MW	OH		
AP00337452	33497	LEGACY MECHANICAL & ENERGY SE	11/26/14	9,186.27	MW	OH		
AP00337453	49834	LEVIN, RUBY	11/26/14	1,000.00	MW	OH		
AP00337454	37094	LEXISNEXIS RISK DATA MANAGEME	11/26/14	510.00	MW	OH		
AP00337455	29220	LIGHTHOUSE, THE	11/26/14	165.23	MW	OH		
AP00337456	49835R	LIN, HUAN HUA	11/26/14	330.09	MW	OH		
AP00337457	29332	LORAL LANDSCAPING	11/26/14	9,460.00	MW	OH		
AP00337458	41987R	LUI, VINCENT	11/26/14	512.00	MW	OH		
AP00337459	49586R	MABUNGA, KRISTOPHER	11/26/14	250.00	MW	OH		
AP00337460	37324	MALTBIE, SHAWNNA	11/26/14	288.20	MW	OH		
AP00337461	43575R	MARTINEZ JR, MANUEL	11/26/14	485.31	MW	OH		
AP00337462	49836R	MATA, MAGDALENA	11/26/14	250.00	MW	OH		
AP00337463	14277	MAZE & ASSOCIATES INC	11/26/14	12,800.00	MW	OH		
AP00337464	48518JPA	MAZE & ASSOCIATES INC	11/26/14	1,033.00	MW	OH		
AP00337465	49837R	MAZETIS, ALEX OR NANCY	11/26/14	1,050.00	MW	OH		
AP00337466	22415	MCCARTHY, DIANE	11/26/14	272.45	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00337467	49816R	MCCARTHY, NANCY	11/26/14	70.00	MW	OH	
AP00337468	15393	MCMASTER CARR SUPPLY COMPANY	11/26/14	59.13	MW	OH	
AP00337469	36891	MEDTOX LABORATORIES INC	11/26/14	114.15	MW	OH	
AP00337470	49817R	MEES, JOSEPH	11/26/14	300.00	MW	OH	
AP00337471	49066	MEJIA, OLGA	11/26/14	376.00	MW	OH	
AP00337472	38807A	MERCURY NEWS, THE	11/26/14	5,889.10	MW	OH	
AP00337473	49818R	MESA, ADRIAN	11/26/14	20.00	MW	OH	
AP00337474	26465	MID PENINSULA BOYS & GIRLS CL	11/26/14	14,583.33	MW	OH	
AP00337475	49436REN	MKD CEDAR HILL LLC	11/26/14	3,566.00	MW	OH	
AP00337476	40519R	MOE, JASON	11/26/14	250.00	MW	OH	
AP00337477	15396	MOSS RUBBER & EQUIPMENT CORP	11/26/14	394.33	MW	OH	
AP00337478	49820	N C R P S T A	11/26/14	500.00	MW	OH	
AP00337479	49158	NARANG, JAMES	11/26/14	40.00	MW	OH	
AP00337480	32507	NATIONAL TROPHY COMPANY	11/26/14	420.32	MW	OH	
AP00337481	46852	NEWEGG BUSINESS INC	11/26/14	1,104.18	MW	OH	
AP00337482	33228	NFPA MEMBERSHIP	11/26/14	165.00	MW	OH	
AP00337483	49838R	NIM, LAM	11/26/14	1,809.00	MW	OH	
AP00337484	49819R	NOONAN, CAROLE	11/26/14	103.32	MW	OH	
AP00337485	25761	NORTHERN SAFETY CO INC	11/26/14	192.59	MW	OH	
AP00337486	47093	O'REILLY AUTOMOTIVE INC	11/26/14	173.73	MW	OH	
AP00337487	30978	OCT WATER QUALITY ACADEMY	11/26/14	300.00	MW	OH	
AP00337488	40765RJPA	ODLE, JOHN	11/26/14	164.09	MW	OH	
AP00337489	42500	OFFICE DEPOT	11/26/14	1,930.65	MW	OH	
AP00337490	6638A	OFFICE DEPOT CREDIT PLAN	11/26/14	351.13	MW	OH	
AP00337491	1055	OFFICE DEPOT INC	11/26/14	1,437.61	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
=====	=====	=====	=====	=====	=====	=====	=====	=====
AP00337492	29187	ON TOUR CLIENT TRUST ACCOUNT	11/26/14	3,400.00	MW	OH		
AP00337493	4918	OTIS ELEVATOR COMPANY	11/26/14	1,011.52	MW	OH		
AP00337494	23786R	OUR LADY OF MERCY	11/26/14	530.00	MW	OH		
AP00337495	1216	PACIFIC GAS & ELECTRIC	11/26/14	46,547.61	MW	OH		
AP00337496	1216RDA	PACIFIC GAS & ELECTRIC	11/26/14	309.98	MW	OH		
AP00337497	29252	PACIFIC PRODUCE INC	11/26/14	324.13	MW	OH		
AP00337498	3762	PAN PACIFIC SUPPLY COMPANY	11/26/14	1,308.00	MW	OH		
AP00337499	48509A	PANDORA MEDIA INC	11/26/14	9,525.04	MW	OH		
AP00337500	35859A	PCAM LLC	11/26/14	163,052.92	MW	OH		
AP00337501	17089	PELLOUCHOUD, DAVID	11/26/14	289.00	MW	OH		
AP00337502	36454A	PENINSULA CORRIDOR JOINT POWE	11/26/14	2,890.14	MW	OH		
AP00337503	48738	PENINSULA CORRIDOR JOINT POWE	11/26/14	13,779.06	MW	OH		
AP00337504	47135	PENINSULA FAMILY SERVICE	11/26/14	5,644.00	MW	OH		
AP00337505	3297	PENINSULA LIBRARY SYSTEM	11/26/14	11,164.23	MW	OH		
AP00337506	1936	PENINSULA PEACE OFFICERS ASSO	11/26/14	567.00	MW	OH		
AP00337507	29738	PENINSULA UNIFORMS & EQUIPMEN	11/26/14	245.18	MW	OH		
AP00337508	49839R	PERALTA, ANDREA	11/26/14	150.00	MW	OH		
AP00337509	19678	PERS LONG TERM CARE PROGRAM	11/26/14	1,077.54	MW	OH		
AP00337510	49068	PINEDA, IRMA	11/26/14	70.00	MW	OH		
AP00337511	47186	PIRTEK SFO	11/26/14	136.92	MW	OH		
AP00337512	49027	PLACEWORKS INC	11/26/14	17,373.15	MW	OH		
AP00337513	28407	PLAN TAG INC	11/26/14	181.80	MW	OH		
AP00337514	48796	PMC	11/26/14	8,452.50	MW	OH		
AP00337515	16440	PRAXAIR DISTRIBUTION INC	11/26/14	90.42	MW	OH		
AP00337516	14431	PRAXAIR INC	11/26/14	6,428.38	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00337517	30031	PRICE, MICHAEL	11/26/14	192.00	MW	OH		
AP00337518	7745	PROJECT READ	11/26/14	30.00	MW	OH		
AP00337519	45083	PURSUIT NORTH	11/26/14	3,785.72	MW	OH		
AP00337520	49840	QUALITY CONTROL SERVICES INC	11/26/14	3,103.75	MW	OH		
AP00337521	23759R	QUIBELL, PETER	11/26/14	145.60	MW	OH		
AP00337522	49841	QUINTERO, NATALIA	11/26/14	125.00	MW	OH		
AP00337523	1115	R & B COMPANY	11/26/14	17,225.49	MW	OH		
AP00337524	12539	R A METAL PRODUCTS INC	11/26/14	3,832.44	MW	OH		
AP00337525	26120	RANDOM HOUSE INC	11/26/14	522.67	MW	OH		
AP00337526	1687	RED WING SHOE STORE	11/26/14	200.00	MW	OH		
AP00337527	41528	REDFLEX TRAFFIC SYSTEMS INC	11/26/14	22,080.00	MW	OH		
AP00337528	14608	REEVES COMPANY INC	11/26/14	27.99	MW	OH		
AP00337529	15337	RELIABLE OFFICE SUPPLIES	11/26/14	295.07	MW	OH		
AP00337530	47319A	RHINO NETWORK SOLUTIONS	11/26/14	165.00	MW	OH		
AP00337531	44480JPA	RICOH USA INC	11/26/14	936.46	MW	OH		
AP00337532	17624	ROLFES, HAROLD	11/26/14	123.23	MW	OH		
AP00337533	49842R	ROMABILES, NATHANIEL	11/26/14	250.00	MW	OH		
AP00337534	13761	ROSS RECREATION EQUIPMENT INC	11/26/14	574.95	MW	OH		
AP00337535	22771	S & S WORLDWIDE INC	11/26/14	1,208.64	MW	OH		
AP00337536	36329	S AND S SUPPLIES & SOLUTIONS	11/26/14	208.33	MW	OH		
AP00337537	47199	S&H CONCRETE CONSTRUCTION	11/26/14	1,797.34	MW	OH		
AP00337538	1465	SAFEWAY INC	11/26/14	299.65	MW	OH		
AP00337539	20672A	SAN BRUNO CHAMBER OF COMMERCE	11/26/14	200.00	MW	OH		
AP00337540	9274	SAN FRANCISCO CHRONICLE	11/26/14	130.65	MW	OH		
AP00337541	12544	SAN MATEO COUNTY CONTROLLERS	11/26/14	74,294.80	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00337542	1985	SAN MATEO COUNTY POLICE CHIEF	11/26/14	1,350.00	MW	OH		
AP00337543	18047	SAN MATEO COUNTY PUBLIC SAFET	11/26/14	690.45	MW	OH		
AP00337544	49843R	SANCHEZ, JOSE	11/26/14	250.00	MW	OH		
AP00337545	41719	SATWORX	11/26/14	491.56	MW	OH		
AP00337546	49844R	SAUNDERS, AIMEE	11/26/14	275.60	MW	OH		
AP00337547	8446	SBMHCP TRUST FUND	11/26/14	47.49	MW	OH		
AP00337548	40868R	SCEPTER COMPANY	11/26/14	300.00	MW	OH		
AP00337549	37749	SEALIFE AQUARIUM MAINTENANCE	11/26/14	185.40	MW	OH		
AP00337550	34330	SEQUEIRA, LIONEL	11/26/14	375.00	MW	OH		
AP00337551	1111	SF - WATER	11/26/14	473,689.98	MW	OH		
AP00337552	2068	SHAPE PRODUCTS COMPANY	11/26/14	146.27	MW	OH		
AP00337553	23742	SHOE DEPOT INC	11/26/14	200.00	MW	OH		
AP00337554	38883	SIGILLO SUPPLY COMPANY	11/26/14	343.05	MW	OH		
AP00337555	40518	SIRACUSA, JOHN	11/26/14	150.00	MW	OH		
AP00337556	32237	SMART & FINAL	11/26/14	1,213.30	MW	OH		
AP00337557	18862R	SMELLY MELS PLUMBING INC	11/26/14	1,632.32	MW	OH		
AP00337558	49821R	SMITH, SARA	11/26/14	309.96	MW	OH		
AP00337559	49849RA	SONNEBERGER, JEFF	11/26/14	285.00	MW	OH		
AP00337560	2643	SPARTAN CHASSIS INC	11/26/14	52.88	MW	OH		
AP00337561	37110R	SPEDIACCI, MARY ANN	11/26/14	502.20	MW	OH		
AP00337562	49822	SPEX CRIMINALISTICS LLC	11/26/14	93.55	MW	OH		
AP00337563	49845R	ST ONGE, JEANNETTE LAU	11/26/14	1,561.92	MW	OH		
AP00337564	37940	STANDARD PLUMBING SUPPLY CO	11/26/14	54.81	MW	OH		
AP00337565	30131A	STAPLES CREDIT PLAN	11/26/14	3.20	MW	OH		
AP00337566	44772A	STATE COMPENSATION INSURANCE	11/26/14	520.83	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00337567	3613	STATIONARY ENGINEERS LOCAL 39	11/26/14	1,419.72	MW	OH	
AP00337568	1090	STEWART CHEVROLET CADILLAC	11/26/14	23.38	MW	OH	
AP00337569	40313	SUNQUEST PROPERTIES INC	11/26/14	159.14	MW	OH	
AP00337570	2798	TEAMSTERS LOCAL 856	11/26/14	4,688.00	MW	OH	
AP00337571	13852	TELECOMMUNICATIONS ENGINEERIN	11/26/14	4,814.00	MW	OH	
AP00337572	42970JPA	TELECOMMUNICATIONS ENGINEERIN	11/26/14	13,972.00	MW	OH	
AP00337573	49824R	TOY, STANLEY	11/26/14	100.00	MW	OH	
AP00337574	42972	TRACTION-GENUINE PARTS CO INC	11/26/14	251.25	MW	OH	
AP00337575	19767	TRAK ENGINEERING INC	11/26/14	30.67	MW	OH	
AP00337576	26803	TURBO DATA SYSTEMS INC	11/26/14	25,885.98	MW	OH	
AP00337577	25311	TYCO INTEGRATED SECURITY LLC	11/26/14	321.54	MW	OH	
AP00337578	49846R	UNIACKE, JOSEPH	11/26/14	3,000.00	MW	OH	
AP00337579	3376	UNISOURCE WORLDWIDE INC	11/26/14	679.72	MW	OH	
AP00337580	31745	UNITED SITE SERVICES OF CALIF	11/26/14	426.40	MW	OH	
AP00337581	1110	UNITED STATES POSTAL SERVICE	11/26/14	10,000.00	MW	OH	
AP00337582	32209	UNIVAR USA INC	11/26/14	8,150.53	MW	OH	
AP00337583	13847	UNIVERSITY OF SAN FRANCISCO	11/26/14	790.00	MW	OH	
AP00337584	48746	VCA HOLLY STREET ANIMAL HOSPI	11/26/14	206.72	MW	OH	
AP00337585	20381	VELASQUEZ, AMANDA	11/26/14	226.43	MW	OH	
AP00337586	45040	VIGILANT CANINE SERVICES INTE	11/26/14	600.00	MW	OH	
AP00337587	46628	VOICEWARE SYSTEMS	11/26/14	1,318.87	MW	OH	
AP00337588	1579	VWR INTERNATIONAL LLC	11/26/14	533.87	MW	OH	
AP00337589	36355	WASTEWATER SOLUTIONS INC	11/26/14	4,427.64	MW	OH	
AP00337590	10525R	WATERS, M ANGELA	11/26/14	106.96	MW	OH	
AP00337591	29517	WEST LITE SUPPLY COMPANY INC	11/26/14	8.59	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00337592	1095	WESTLAKE TOUCHLESS CAR WASH &	11/26/14	236.30	MW	OH		
AP00337593	41461	WHITE, GLADYS PEBBLES	11/26/14	303.00	MW	OH		
AP00337594	46888	WONG, NELSON	11/26/14	672.85	MW	OH		
AP00337595	48173	YAMAHA GOLF CARS OF CALIFORNI	11/26/14	8,693.65	MW	OH		
AP00337596	21076R	YEE, WINSLEY	11/26/14	150.00	MW	OH		
AP00337597	44334A	YELLOW CAB COOPERATIVE INC	11/26/14	146.70	MW	OH		
AP00337598	38381	YORE, SEAN	11/26/14	26.50	MW	OH		
AP00337599	46464R	YU, SEN ZHAO	11/26/14	104.43	MW	OH		

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

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	2,184,032.20	Number of Checks Processed:	333
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0
G R A N D T O T A L	2,184,032.20		



City Council Agenda Report

Item # _____

Meeting Date: January 12, 2015

Subject: Award of Construction Contract for 2015 Concrete Safety Improvement Program

Recommended Action

Staff recommends that the City Council accept all bids, waive minor irregularities, and award a construction contract to J.J.R. Construction, Inc. of San Mateo, California in the amount of \$147,490 and authorize the City Manager to execute a contract. Staff further recommends that the City Council affirm the CEQA determination of Categorical Exemption for the 2015 Sidewalk Safety Improvement Program.

Background

This is a two part City-wide contract which includes construction of planned ADA improvements and on-going/on-call concrete repair services as needed throughout the year. The planned ADA improvements portion of the contract allows the City to remain in compliance with the federal requirements associated with the annual street resurfacing projects by constructing ADA compliant concrete sidewalk curb ramps at street intersections within one year of street resurfacing. The on-going/on-call services portion of the contract allows for repair and replacement of damaged or hazardous concrete sidewalk, driveways, and curb and gutter on an as-needed basis and includes replacement of uplifted sidewalks damaged by tree roots, and removal and replacement of sidewalk or driveways associated with water and sewer system repairs. This is a six-month contract that will end in June 2015.

Discussion

One (1) bid was received on December 16, 2014 for \$147,490. The qualified bid and the Engineer's Estimate are summarized as follows:

Bidder	Total Bid	Comments
1. JJR Construction	\$147,490	Responsible Bid
Engineer's Estimate	\$106,050	

J. J. R Construction, Inc. of San Mateo, California, is the apparent low bidder and has been in business since 1993. This bidder holds the required Class A contractor's license, which is current and in good standing. J.J.R. Construction has successfully completed the John Daly Boulevard and Westmoor Avenue Sidewalk Improvements project in 2010, Citywide Accessibility Improvements project in 2012 and completed work as a subcontractor on the 2009 Street Resurfacing Phase II project in Daly City.

Fiscal Impact

The construction budget for the planned work is \$79,875, including a twenty-two percent (22%) construction inspection and contract administration cost for City staff time. Adequate funds are available and have been approved in FY 2014-15 Gas Tax Capital Improvement Program Project Account 17-314-601. Expenditures for the on-call portion of the contract will be on an as-needed basis. Funds for the on-call portion are available in account 17-314-601 with some work being reimbursed by property owners.

Summary/Conclusion

Staff recommends that the City Council accept all bids, waive minor irregularities, and award a construction contract to J.J.R. Construction, Inc. of San Mateo, California in the amount of \$147,490 and authorize the City Manager to execute a contract. Staff further recommends that the City Council affirm the CEQA determination of Categorical Exemption for the 2015 Concrete Safety Improvement Program.

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

Respectfully submitted,



Shirley Chan
Traffic Engineer



John L. Fuller
Director of Public Works



City Council Agenda Report

Item # _____

Meeting Date: January 12, 2015

Subject: Award of Construction Contract for Schwerin Street and East Vista Drive Water Main Improvements

Recommended Action

Staff recommends that the City Council accept all bids, award a construction contract to Cratus, Inc. of San Francisco, California, for Bid Alternate A in the amount of \$1,002,458 for the subject project, and authorize the City Manager to execute the contract. Staff further recommends that the City Council authorize the City Manager to award the contract to the second lowest responsible bidder, Stoloski & Gonzalez, Inc., without further action by the City Council if Cratus, Inc. fails to execute the contract within the time limit specified in the bid documents. Staff further recommends the City Council affirm the California Environmental Quality Act (CEQA) determination of a Categorical Exemption and approve the design documents.

Background

The Schwerin Street and East Vista Drive Water Main Improvements project includes the installation of approximately 1,750 feet of 12-inch polyvinyl chloride (PVC) water main and 90 feet of 8-inch PVC water main in Schwerin Street and approximately 1,785 feet of 8-inch PVC water main in East Vista Drive. The existing water services will be transferred to the new mains and the old water mains located within or behind sidewalks on both sides of these streets will be abandoned. The project includes the replacement and installation of fire hydrants. The project limits are provided on the attached project location map.

The pavement surface on East Vista Drive will receive an application of slurry seal as part of the project. Street improvements for Schwerin Street will be constructed as part of the 2015-16 Street Resurfacing Project, which is tentatively scheduled to begin construction in June 2015.

Water mains in the City have historically been replaced with ductile iron pipeline. The use of PVC water main has become common practice throughout the country. PVC water mains can provide comparable strength for less cost and are not subject to issues related to corrosion. The City bid two alternates: one utilizing PVC pipeline (Bid Alternate A) and one utilizing ductile iron (Bid Alternate B). Only one alternate will be awarded.

Discussion

Five (5) bids were received for this project on December 11, 2014 with total bids ranging from \$1,002,458 to \$1,606,950. The bid alternate for PVC water main ranged from \$0 to approximately \$55,000 less than the bid alternate for ductile iron water main.

The following table summarizes the three lowest bids and the Engineer's Estimate:

Bidder	Bid Alternate A (PVC)	Bid Alternate B (Ductile Iron)	Comment on Bidder
1. Cratus, Inc.	\$1,002,458.00	\$1,027,833.00	Responsive Bid
2. Stoloski & Gonzales, Inc.	\$1,011,270.00	\$1,067,970.00	Responsive Bid
3. Bay Pacific Pipelines, Inc.	\$1,097,750.00	\$1,097,750.00	Responsive Bid
Engineer's Estimate	\$1,275,450.00	\$1,637,950.00	

The apparent low bidder, Cratus, Inc. of San Francisco, California, has been in business since June 2013. This bidder holds the required Class A contractor's license, which is current and in good standing. The bidder's references indicate the bidder has successfully completed sanitary sewer main replacement work for the Vallejo Sanitation and Flood Control District and Cities of San Jose and Santa Clara. Cratus, Inc. is a relatively new company; however, the owner and foreman have approximately 10 to 20 years of prior experience with water main and sewer main replacement projects.

Stoloski & Gonzales, Inc. of Half Moon Bay, California has been in business since January 1985. This bidder holds the required Class A contractor's license, which is current and in good standing. In 2013, the bidder successfully completed the Muirwood Drive and Teresa Street water main improvement work and the Delong Street and Station Avenue sewer main improvement work for the City of Daly City.

Bay Pacific Pipelines, Inc. of Novato, California, has been in business since December 1987. This bidder holds the required Class A contractor's license, which is current and in good standing. The bidder's references indicate the bidder has successfully completed sewer and water main replacement work in the City of Rohnert Park.

If the contract is awarded, construction is anticipated to commence in February 2015 and be substantially completed in April 2015.

Fiscal Impact

The project budget includes a ten percent (10%) contingency, a five percent (5%) construction administration budget, and a two percent (2%) pavement inspection budget for a total project budget of \$1,172,875.86.

The water main improvements on Schwerin Street and East Vista Drive were budgeted under separate project accounts (41-385-735 and 41-385-752, respectively). The project accounts will be consolidated into one project account 41-385-735. Sufficient funds are available for the project in the consolidated FY 2014-15 Water Fund project account 41-385-735 Water Main Improvements. Approximately \$325,000 will be maintained in the project account to fund the street improvement work on Schwerin Street as part of the 2015-16 Street Resurfacing project. This amount includes the cost of construction, 10% contingency, and 5% construction inspection and administration.

Summary/Conclusion

Staff recommends that the City Council accept all bids, award a construction contract to Cratus, Inc. of San Francisco Bay, California for Bid Alternate A (PVC water main), in the total bid amount of \$1,002,458.00, and authorize the City Manager to execute the contract. Staff further recommends that the City Council authorize the City Manager to award the contract to the second lowest responsible bidder, Stoloski & Gonzalez, Inc., without further action by the City Council if Cratus fails to execute the contract within the time limit specified in the bid documents. Staff further recommends the City Council affirm the California Environmental Quality Act (CEQA) determination of a Categorical Exemption and approve the design documents.

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

Respectfully submitted,



Hae Won Ritchie
Senior Civil Engineer



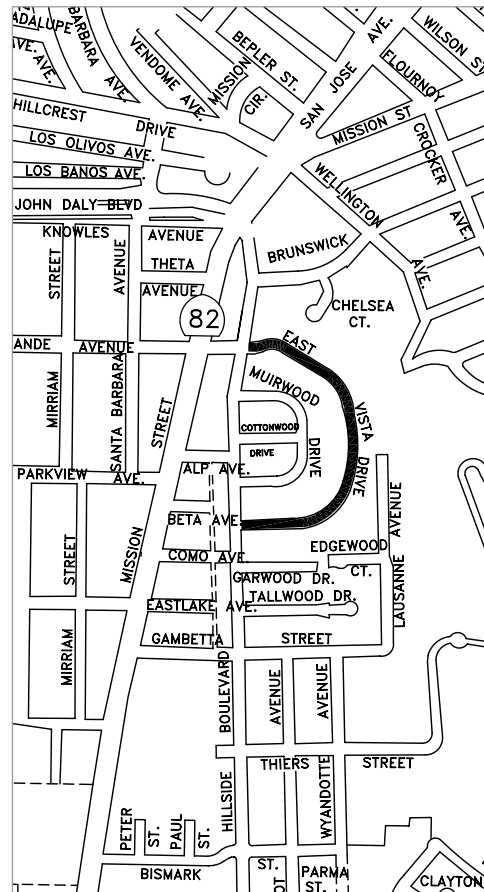
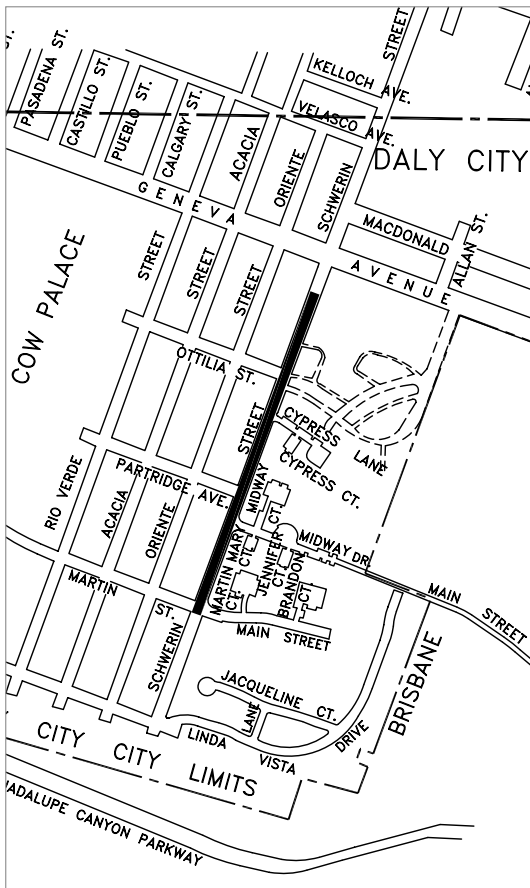
Patrick Sweetland
Director of Water and Wastewater Resources

Attachments: Improvements Project Location Map

CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION MAP

**SCHWERIN STREET AND EAST VISTA DRIVE
WATER MAIN IMPROVEMENTS**



SCALE IN FEET

