

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, April 09, 2018 - 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

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:

Proclaiming March 2018 as American Red Cross Month (John Woodell, American Red Cross Government Relations)

Proclaiming April 22, 2018 Earth Day (Terry Marie Counce, Community Volunteer with Top of the Hill Improvement Association and Project Green Space AND Del Schembari, San Bruno Mountain Watch)

America Recycles Day Poster Contest Winners (Monica Devincenzi, Municipal Relationship Manager, Republic Services)

LPGA MEDIHEAL Championship Golf Tournament April 23-29, 2018 (Lauren Winkelman, Octagon)

APPROVAL OF MINUTES:

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.

Regular Meeting of March 26, 2018

APPROVAL OF AGENDA:

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 of Facilities Use Agreements with Octagon, Inc. to Provide Temporary Parking and Childcare for the Inaugural LPGA MEDIHEAL Championship
2. Authorizing Agreement with Octagon, Inc. to Provide Traffic and Safety Services for the Inaugural LPGA Mediheal Championship Occurring April 23-29, 2018
3. Approving Proposed Reclassification of Senior Accounting Technician to Accountant
4. Accepting and Appropriating 2018 Cities of Workforce Health Wellness Grant from League of California Cities
5. Setting Time and Place of a Public Hearing to Consider New Fees for the Daly City Afterschool Youth Recreation Program, Aquatics Lessons, and Field and Facility Rentals
6. Authorizing Use of Donated Funds and Federal Asset Forfeiture Funds for a Daly City Gun Buyback Event
7. Authorizing the City Manager to Execute a Professional Services Agreement with Kittelson & Associates for the Daly City Systemic Safety Analysis Report Program (SSARP)
8. Approving FY 2018-19 Project List for Road Maintenance and Repair Account Funds Authorized Under SB 1
9. Appropriating and Allocating AB1600 Police Funds to Replace Previously Allocated Funds for Police Parking Lot Security Fence Project
10. Approving of the Subdivision Improvement Agreement between the City of Daly City and Zhongyu Ma, Shaoling Su; and Approving the Final Map for SUB-1-16-11910, Map of Parkview Estates

Check Registers:

11. Check Registers for the Month of March 2018

END OF CONSENT AGENDA

COMMUNICATIONS:

12. Exclusive Negotiating Agreement (ENA) between the City of Daly City and Equity Residential for Property at 6401 Mission Street, Daly City California (Site #3)

Staff:

Mothershead

Recommended Action:

Adopt Resolution

Roll Call

13. Exclusive Negotiating Agreement (ENA) between the City of Daly City and Majestic Hospitality/AF Canta, Inc. for Property at 1837 Junipero Serra Boulevard Daly City California (Site #1)

Staff:

Mothershead

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:

14. Council Committee
15. City Council
16. Staff

ADJOURNMENT:

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

ROLL CALL: Councilmembers Present:

Juslyn C. Manalo, Mayor
Raymond A. Buenaventura, Vice Mayor
Judith A. Christensen
Glenn R. Sylvester

Staff Present:

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

Absent:

Michael P. Guingona

PRESENTATIONS:

Proclaiming April 8-14, 2018 National Library Week in Daly City (William J. Lex, President, Daly City Public Library Board of Trustees)

Mayor Manalo presented the proclamation to Mr. Lex, who was proud to accept the proclamation on behalf of the Library Board of Trustees, the Library staff, the Daly City Public Library Associates (DCPLA), and the citizens.

APPROVAL OF MINUTES:

Regular Meeting of March 12, 2018

It was moved by Vice Mayor Buenaventura, seconded by Councilmember Sylvester and carried to approve the minutes of March 12, 2018.

APPROVAL OF AGENDA:

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

CONSENT AGENDA:

It was moved by Vice Mayor Buenaventura, seconded by Councilmember Christensen, and carried to approve the consent agenda, as amended, with items #3 and #4 being pulled from the consent agenda for further discussion.

Communication:

Accepting General Plan Annual Progress Report (2017)

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Resolutions:

Authorizing Shoreline Protection Grant Application for Vista Grande Drainage Basin Project

Resolution 18-40, Supporting Submittal of Grant Application to the State of California Natural Resources Agency, Department of Parks and Recreation, Division of Boating and Waterways for the Shoreline Protection, Wing Walls Component, of the Vista Grande Drainage Basin Improvement Project

Approving Appointment of Daly City Bicycle-Pedestrian Advisory Committee (DC-BPAC) Member

Mayor Manalo supported the recommendation to appoint Ei Ei Samai to the DC-BPAC. Councilmember Sylvester pointed out the importance of the advisory committee for obtaining County grant funds for improving the City's infrastructure.

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

Resolution 18-41, Appointing Daly City Bicycle-Pedestrian Advisory Committee Members

Accepting of Reimbursement Funds from Napa County for Personnel Costs Related to the October 2017 North Bay Fires

City Manager Patricia Martel addressed Council's question regarding reimbursement funds for Fire personnel costs related to the October 2017 North Bay Fires.

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

Resolution 18-42, Accepting Reimbursement Funds from Napa County for Personnel Costs Related to the October 2017 North Bay Fires

Appointing Representatives to the Colma Creek Flood Control Zone Advisory Committee

Resolution 18-43, Appointing Representatives to the Colma Creek Flood Control Zone Advisory Committee

Check Registers

Check Registers for the Month of February 2018

END OF CONSENT AGENDA

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PUBLIC HEARINGS:

Serra Station - General Plan Amendment, Planned Development, Major Subdivision, Use Permit, Design Review, and Mitigated Negative Declaration For 75 Townhouses and 34,672 Square Feet of Commercial Uses at 3301 Junipero Serra Boulevard (previously Serra Bowl)

Planning Manager Michael VanLonkhuysen gave a summary for the proposed construction of 75 townhouses and 31,035 sq. ft. of retail office at the intersection of Junipero Serra Boulevard and D Street. His report included the project's site context, Planned Development process, General Plan and Specific Plan amendments, parking overview, Conditions of Approval, community concerns/input, fiscal impact, affordable housing plan, and CEQA review. The Planning Commission recommended to adopt staff's findings and approve the project subject to the Conditions of Approval.

Staff addressed Council's questions and concerns regarding the following issues: open space square footage/access; potential vehicular conflict at the D St./Junipero Serra intersection; current noise mitigation in the area; whether the City's municipal code can protect existing businesses from potential nuisance complaints made by the new neighbors; noise compliance measures; and, whether there has been analysis of other types of developments in this area.

Samantha Hauser, representing applicant City Ventures, gave an overview of the company including its experience as a mixed-use builder, and its vision to build communities in urban infill and transit oriented sites.

Mayor Manalo opened the public hearing.

The following City Toyota employees and/or residents raised concerns about the subject project's potential negative impacts to their business. These concerns included traffic, parking, employee safety, noise/nuisance complaints, and other restrictions that would arise from having a residential building in a commercial zone. City Toyota employees also pointed out the negative impacts Daly City could face should City Toyota relocate their business, particularly the loss of a large taxpayer for the City. Dave Moeller, owner of City Toyota, addressed Council concerns on the current status of the SFPUC parcel and City Toyota's carwash and exhaust components.

Dave Moeller	Eleanor Leong
Christopher Paras	Cindy Lee
James Forteza	Kirk Korenko

Marian Mann, resident, stated that neither City Toyota nor any other business takes precedence over the community. Ms. Mann pointed out the need for housing in Daly City as well the current unsightliness of the subject site.

Mayor Manalo closed the public hearing.

Council discussed the issues presented by staff, City Ventures, and City Toyota regarding the proposed project. Recommendations were given by Council including: changing the Conditions of Approval to include protection for existing businesses from noise complaints; providing efficient soundproofing for the proposed townhomes; including a higher rate of

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affordable housing units in the building (i.e. 20%); adding a new parking structure for City Toyota and having more employee parking; changes to staff's proposed traffic mitigation; and, the potential to add a community center. The Council requested City Ventures and City Toyota to open a dialogue and work together to compromise on a solution wherein both businesses would be able to co-exist at the same location. In the end, Councilmembers were not ready to vote on the project at this time.

It was moved by Vice Mayor Buenaventura, seconded by Mayor Manalo and carried to table the item.

Approval of Substantial Amendment to Fiscal Year 2017-18 HUD Action Plan

Housing and Community Development Supervisor Betsy ZoBell gave an overview of the proposed amendment to the City's HUD Action Plan. The purpose of the amendment is to provide \$75,000 in additional Community Development Block Grant funding to the City's Housing Rehabilitation program. Director of Economic and Community Development Tatum Mothershead addressed Council's question and provided clarification on administrative costs.

Mayor Manalo opened the hearing. There were no speakers on this matter.

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

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

Resolution 18-44, Approving Substantial Amendment to Daly City's HUD Consolidated One-Year Action Plan for Fiscal Year 2017-2018 Under the Community Development Block Grant and HOME Programs

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Pamela DiGiovanni, resident, thanked Councilmember Sylvester for acknowledging all Daly City public safety employees and pulling item #4 from the consent agenda to follow up on reimbursement funds for Fire personnel.

REPORTS:

Council Committee Meetings

Jefferson Elementary School District (Buenaventura/Christensen)

City Council

Councilmember Sylvester reported attendance at the latest San Mateo Mosquito and Vector Control District meeting.

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Mayor Manalo reported attendance at various events between March 13th and March 24th including: Literacy Awareness Day at Tobias Elementary School; the DCPLA's St. Patrick's Day Celebration; the community meeting on cannabis policy; the Arts and Culture Commission's "I, Woman, Sweet Bird of Fire" Event featuring local artwork by Dr. Martivon Galindo; the Chamber of Commerce Annual Crab Feed/Scholarship Event; the sustainability event made possible by volunteers and Sustainability Coordinator Mr. Stolte; the Crown Colony Association meeting with Supervisor David Canepa; the Immigration Workshop held by Dr. Marc Santamaria; the Southern Hills/Village-in-the-Park owners meeting; a meeting with Brisbane Elementary District regarding Panorama School; the annual volunteer and awards luncheon; the San Mateo Council of Cities Dinner with speaker Assemblymember Phil Ting; the Women's Leadership Conference Awards Ceremony with keynote speaker Dr. Regina Steinbeck Stroud; and, the 55th anniversary of the Jefferson Council of PTAs and PTSAs honoree service awards.

Mayor Manalo made the following announcements: the last community meeting on cannabis policy will be held on March 31st at the Bayshore Community Center; District 5 Together's upcoming Resource Fair will be held March 31st at Jefferson High School; City budget meetings will begin on April 12th and end on April 23rd with final direction; and, the special induction ceremony for Chief of Police Patrick Hensley and other officers will be held on March 28th in the Council Chambers.

Mayor Manalo requested the following of City Manager and staff: to agendize the update on the minimum wage analysis; the procurement of grants to support the City's small business; the online posting of the survey for input regarding a new City Manager, and, an update on the accessory dwelling units task force.

ADJOURNMENT:

Mayor Manalo requested a moment of silence and adjourned the meeting at 9:24 PM in memory of Aurelia M. Gascon and Richard Ciarlanti.

Approved as submitted, this 9th

day of April, 2018.

City Clerk

Mayor



City Council Meeting Agenda Report

Item #

Meeting Date: April 9, 2018

Subject: Approval of Facilities Use Agreements with Octagon, Inc. to Provide Temporary Parking and Childcare for the Inaugural LPGA MEDIHEAL Championship

Recommended Action

It is recommended that the Council authorize the City Manager to execute the attached Facilities Use Agreement, License Agreement and Permit between the City and Octagon (Octagon), Inc. for the temporary use of Westlake Park, 2147 Junipero Serra Blvd. and the First Floor Training Room at City Hall to provide parking and childcare during the Inaugural LPGA MEDIHEAL Championship Tournament at Lake Merced Golf and Country Club from April 23-29, 2018.

Background/Discussion

The LPGA MEDIHEAL Championship Golf Tournament will be held on April 23-29, 2018 at Lake Merced Golf and Country Club. It is anticipated that as many as 10,000 spectators per day will be in attendance for the Inaugural MEDIHEAL Championship event.

Octagon, Inc., the golf tournament event manager is the party requesting the use of City facilities on behalf of the LPGA to provide parking and childcare. To accommodate the parking needs of spectators and LPGA personnel, Octagon, Inc. is requesting the exclusive use of portions of the Westlake Park Facility as well as the parking lot at 2147 Junipero Serra Blvd. (former redevelopment property) for this purpose.

Westlake Park will be used only during the public events of the Swinging Skirts LPGA Classic, April 23-29, 2018, to accommodate spectators. A shuttle service will be used to transport spectators from Westlake Park to Lake Merced Golf and Country Club between the hours of 7:00 a.m. – 7:00 p.m.

Participants of City sponsored activities will not be effected by Octagon's use of Westlake Park, as this temporary use is non-exclusive. Public parking adjacent to the Doelger Senior Center, Larcombe Clubhouse and Pacelli Event Center/Gym will remain available.

A Temporary Special Event Permit between the City of Daly City and the Successor Agency to the Former Redevelopment Agency will allow for the former redevelopment property at 2147 Junipero Serra Blvd. to be made available for VIP parking of LPGA personnel/caddies for the duration of the MEDIHEAL event, April 23-29, 2018. A shuttle will provide transport to Lake Merced Golf Club from this location between 7:00 a.m. – 7:00 p.m. daily.

Finally, the LPGA requires off-site childcare services to be provided for players for the duration of the MEDIHEAL event. A License Agreement for the use of the City Hall Training Room on the first floor will allow the LPGA to provide childcare services as needed for players in a safe, secure nearby location. The Training Room will be made available for childcare services that will be provided directly by the LPGA's vendor.

City Council Agenda Report

Subject: Approval of Facilities Use Agreements with Octagon, Inc. to Provide Temporary Parking and Childcare for the Inaugural LPGA MEDIHEAL Championship

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Fiscal Impact

The attached Octagon Use Agreement requires Octagon, Inc. to provide payment to the City of \$1,950 per day for the exclusive use of 325 grass parking spots, as designated, at a cost of \$6.00 per space, for the period April 23-29, 2018.

A Temporary Special Event Permit will be issued to Octagon, Inc. for temporary use of the premises at 2147 Junipero Serra Blvd. for VIP Parking. The cost of the permit is a one-time fee of \$100.

The attached License Agreement for the use of property at 333 – 90th Street, Daly City (First Floor Training Room) will authorize the LPGA to provide childcare services for the period April 23-29, 2018. The fee for the license is \$250 per day.

Background/Conclusion

The City has agreed to work cooperatively with the LPGA, Octagon, Inc. and Lake Merced Golf and Country Club to insure the success of the Inaugural LPGA MEDIHEAL Championship Tournament. As the host City for this premier event, Daly City will gain broad public exposure and local businesses stand to gain economic benefits from the 10,000 daily spectators who will be traveling here for the event.

Thus, it is recommended that the City Council approve the attached temporary facilities Use Agreement, License Agreement and Special Event Permit to provide parking and childcare during the Inaugural LPGA MEDIHEAL Championship.

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

Respectfully submitted,



Patricia E. Martel
City Manager

Attachments: License for the Use of Property
Octagon, Inc. Use Agreement
Temporary Special Event Permit

LICENSE FOR THE USE OF PROPERTY

This license is entered into by and between the CITY OF DALY CITY (“City”) and Octagon, Inc. (“LICENSEE”).

This license is made and executed on _____ day of _____, 2018, in Daly City, California.

WHEREAS, the City is the owner of certain real property commonly known as the Training Room, located at City Hall, 333 90th Street (hereinafter described as “Premises”) in the City of Daly City; and

WHEREAS, the LICENSEE will be hosting the LPGA MEDIHEAL Championship Golf Tournament (“Special Event”) at the Lake Merced Golf Club, located in the City of Daly City, California, from April 23-29, 2018, and

WHEREAS, the LICENSEE desires to use the Premises for the operation of a temporary childcare facility during the Special Event for the purposes of providing childcare for the players participating in the Special Event.

NOW, THEREFORE, the parties agree as follows:

1. The City grants to LICENSEE a revocable license to use the Premises for the limited purpose of operating a temporary childcare facility, in conformance with the LPGA Childcare Handbook. No other dissimilar use is allowed without prior written consent from the City.
2. License Fee. LICENSEE shall pay the City a fee of \$250 per day. Payment in the amount of \$1,750 shall be due upon issuance of the License.
3. Term. This license term shall be limited from April 23-29, 2018, 7:30 a.m. – 6:00 p.m.

4. LICENSEE shall provide adequate supervisory personnel so that someone may be identified and contacted regarding management of the service at all times when the food service is open for business.
5. LICENSEE shall be responsible for maintaining the Premises in a clean and orderly manner, and for removing debris or rubbish after each day's service. If LICENSEE fails after notice from the City to maintain and keep the Premises clean and orderly, the City may at the expense of the LICENSEE cure the deficiency at any time. If such problem occurs the second time, the City reserves the right to revoke LICENSEE's license.
6. Indemnification. LICENSEE agrees to indemnify, defend the hold harmless the City from and against any and all claims, losses, damages, expenses, judgments and costs, including attorney's fees and court costs, resulting from LICENSEE's use of the Premises under this license.
7. Insurance. LICENSEE shall, at its own expense, maintain in force during the term of this License a policy of commercial liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate of Two Million Dollars (\$2,000,000.00) insuring and endorsing the City as additional insured against liability resulting from LICENSEE's use of the Premises under this License. LICENSEE shall furnish a certificate of insurance and endorsement to the City Attorney's Office for approval upon use of the property.
8. Assignability. License shall not assign, sublicense or otherwise transfer its rights under this License to any other party.

9. Notices. All notices to the City shall be sent to Patricia E. Martel, City Manager, City of Daly City, 333 90th Street, Daly City, CA 94015. All notices to the LICENSEE shall be sent to Jeremy Koretz, Senior Operations Coordinator, Octagon, 290 Harbor Dr., Stamford, CT 06902.
10. This License contains the entire understanding between the parties relating to the rights and obligations assumed under it. Any amendments or modifications to this license will not be effective unless contained in a writing issued by the City.
11. This license shall be interpreted and construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this License as of the date and first above written.

CITY

Patricia E. Martel
City Manager

LICENSEE, hereby accepts the above conditions

Jeremy Koretz
Senior Operations Coordinator

OCTAGON USE AGREEMENT

THIS USE AGREEMENT ("Agreement") is made and entered into as of the 9th day of April, 2018 by and between Octagon and the City of Daly City ("Daly City").

BACKGROUND

A. Daly City presently controls Westlake Park in Daly City, California (the "Park").

B. Octagon desires to utilize the Park for Parking and shuttle services for Mediheal LPGA Classic to be held April 26 - 29, 2018 ("Event") at the Lake Merced Golf Club in Daly City, California.

C. Daly City has the authority to contract for Octagon's use of the Park.

D. Daly City and Octagon desire to enter into this Agreement to set forth the agreement between the parties in connection with Octagon's use of the Park for the Event.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Octagon and Daly City agrees as follows:

1. **TERM.** The term of this Agreement shall be for the period commencing upon execution of this Agreement and continuing until April 29, 2018; provided, however, that each party shall be obligated to fulfill its obligation which are accrued but unpaid or not performed as of the date of termination.

2. **DALY CITY OBLIGATIONS.** Daly City hereby covenants and agrees with Octagon that:

(a) **Non-Exclusive Use.** Daly City shall make three hundred twenty-five (325) unmarked grass Parking spots in the designated areas available to Octagon for Parking for Event spectator vehicles each day during the Event, regardless of whether such spots are actually used by Octagon on each such day. Octagon acknowledges that Westlake Park, Larcombe Clubhouse, the Sanitation Treatment Plant, and the Doelger Senior Center will remain open and accessible to Daly City employees and members of the public during the Event and that Daly City employees and members of the public will have unfettered access to Park on the paved portions of the Parking Park at Westlake Park, the Doelger Senior Center, and Larcombe Clubhouse. Octagon shall ensure that no golf spectators or golf event staff Park in the paved Parking Parks at Westlake Park.

(b) **Prior & Subsequent Use.** Daly City shall also provide Octagon access to the Park on mutually agreed dates preceding and following the Event so that Octagon may

prepare the Park for the Event and clean-up following the Event. Octagon will coordinate with Daly City regarding such prior and subsequent use. Specifically, Octagon shall have non-exclusive use from April 26, 2018 for the purposes of preparing the Park for the Event.

(c) **Modification.** Daly City shall permit Octagon to rope and/or fence (chain or barricade) the Park and to direct the Parking of cars on the Park as more fully set forth in Section 3. Daly City shall also permit Octagon to erect shade canopies (either 10'x10' or 20'x20'), and/or place signage (including flagpoles, banners, directional signs and traffic cones) on the Park as Octagon deems appropriate. Octagon shall be solely responsible for configuring the Park for use during the Event.

(d) **Event Access.** Daly City shall permit Octagon to retain the services of a car parking service to park vehicles during the Event, as Octagon deems appropriate. Daly City shall also permit Octagon to retain the services of a transportation management company to provide shuttle services to and from the Park to the Event. Any such service shall be at Octagon's sole expense. Octagon shall be solely responsible for determining and granting access to the Park during the Event.

(e) **Maintenance.** Other than as specifically set forth above, Octagon accepts the Park in its present condition, and Daly City agrees to maintain the Park in its present condition and in good repair, normal wear and tear excepted, during the Term of this Agreement.

3. OCTAGON OBLIGATIONS.

(a) **Expenses.** Except as otherwise specifically set forth herein, Octagon shall be responsible for all expenses associated with Octagon's use and operation of the Park pursuant to Section 2 above (e.g., installation and removal of any and all ropes, barricades, signage, etc.). Any material modification of the Park in preparation for the Event shall be subject to the prior reasonable approval of Daly City.

(b) **Insurance.** Octagon shall properly insure the Park as part of Octagon's commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate of Two Million Dollars (\$2,000,000.00) covering claims for injuries to people or damage to property. Upon request and approval by Daly City, Octagon shall provide Daly City a certificate of insurance evidencing such coverage and an endorsement naming the City as an additional insured.

(c) **Permits/Licenses.** Octagon shall be responsible for obtaining all government assistance and approvals necessary to use the Park as contemplated herein and such use will be in accordance with all applicable laws and regulations. Daly City agrees to assist Octagon in such matters upon reasonable request of IMG.

(d) ***Staffing/Use.***

(i) ***Security/Collection of Fees.*** At its sole expense, Octagon shall provide all security and Parking management staff for the Park during the Event. Octagon shall be solely responsible for collecting a fee, if any, as Octagon deems appropriate from each vehicle Parked in the Park during the Event and shall retain any and all proceeds from such fees.

(ii) ***Trash.*** At its sole expense, Octagon shall ensure the Park has adequate trash receptacles and that such receptacles are emptied on a daily basis during the Event.

(e) ***Access.*** Octagon shall be solely responsible for determining and granting access to the Park during the Event, including authorized Event personnel, emergency services personnel (e.g., police, fire and medical), and persons holding valid admission badges, tickets or passes issued by Octagon.

(f) ***Restoration.*** Octagon agrees that all temporary signage, barricades, etc. used for the Event will be erected in a manner that will not permanently damage the Park. Octagon shall be responsible for ensuring that the Park remains in good repair during the Term of this Agreement and will return the Park no later than May 4, 2018 to its condition prior to the Event, with normal wear and tear associated with such activity expected. Octagon agrees to aerate the turf area of Westlake Park within seven (7) days of the final day of the event. Daly City acknowledges and agrees that Octagon shall video document the Park preceding the Event and following the Event to be used in the determination of the scope of damage, if any, to the Park caused by the Event.

(g) ***Parking and Transportation Vendor.*** Octagon will be retaining the services of _____ for all Parking and transportation during the Event. Octagon will ensure that _____ shall be responsible for all traffic management during the Event, including but not limited to, providing adequate egress/ingress, circulation control, as well as cooperating with the Daly City Police Department on any and all traffic related issues during the Event.

4. CONSIDERATION. In consideration of the rights and benefits to Octagon hereunder, Octagon shall provide Daly City:

Six Dollars (\$6.00) per spot per day for the three hundred twenty-five parking spots, totaling One Thousand Nine Hundred Fifty (\$1,950.00) per day total.

The above amounts include all applicable taxes, and Octagon shall remit payment to Daly City as follows: fifty percent (50%) upon signature of this Agreement by the parties and fifty percent (50%) on or before April 26, 2018.

5. INDEMNIFICATION. Daly City shall indemnify and hold Octagon harmless from any and all loss and liability on account of any damages or injury and from all liens, claims and demands caused by any willful acts or omissions or the negligence of Daly City in connection with the operation and use of the Park by Octagon, the performance by Daly City of its obligations hereunder or from the breach by Daly City of any obligation hereunder, but Daly City shall not be liable for damage or injury occasioned by failure of Octagon to comply with obligations hereunder or by reason of negligence of Octagon, its agents or employees. Octagon shall indemnify and hold Daly City harmless from all loss or liability whatsoever, on account of any damages or injury, claims and demands arising out of negligent acts or omissions of Octagon hereunder, its agents or employees.

6. INSURANCE. Octagon shall obtain and secure throughout the Term commercial general liability insurance, auto insurance and applicable workers' compensation and employer's liability insurance. The commercial general liability and auto insurance shall have limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Employer's liability and workers' compensation shall have minimum statutory limits. Octagon shall add Daly City as an additional insured to the commercial general liability policy and shall present a certificate of insurance evidencing such coverage to Daly City as set forth in Section 3(b), as well an additional insured endorsement.

7. MISCELLANEOUS.

(a) ***Governing Law.*** This Agreement is to be governed by and interpreted in accordance with the laws of the State of California, United States of America.

(b) ***Entire Agreement.*** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement except those fully expressed herein and each party agrees that it has not relied on and is not entitled to rely on any statements, promises or representations other than those set forth herein in entering into this Agreement. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

(c) ***Assignment.*** The provisions hereof shall inure to the benefit, and be binding upon the successors, legal representatives and assigns, of the parties hereto; provided, however, that neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided further, however, that, notwithstanding the foregoing, Octagon may assign this Agreement to an affiliated entity or subsidiary for tax planning purposes without prior notice or approval of Daly City.

(d) ***Confidentiality.*** Each party acknowledges that it may have access to certain trade secrets and other non-public confidential information of the other during and in

connection with its performance of services and/or obligations hereunder ("**Confidential Information**"), and hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than performance pursuant to this Agreement. All such Confidential Information and trade secrets are and shall remain the exclusive property of the disclosing party and no license shall be granted or implied with respect to such Confidential Information or trade secrets by reason of the other party's access to the same in connection with its performance of services or obligations hereunder. The parties' foregoing agreement of non-use and nondisclosure shall survive any termination or expiration of this Agreement and shall continue in full force and effect for a period of three (3) years from the date of expiration or termination hereof unless the Confidential Information constitutes a "trade secret" under applicable law, in which case the obligations shall survive for as long as provided for under applicable law. Confidential Information shall not include information in the public domain or information which a party acquires from a third party who provides the same without violating any obligation of confidentiality or nondisclosure. Furthermore, it shall not be deemed to be a violation of this provision for a party to disclose any Confidential Information to a judicial or governmental authority compelling such disclosure by appropriate order provided that the party receiving any such order shall provide the other party with notice at the earliest practicable moment to permit the other party to seek appropriate protective orders.

(e) **Limitation of Liability.** In no event shall either party be liable for special, incidental, punitive or consequential damages arising out of this Agreement.

(f) **Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision of this Agreement. Any waiver must be in writing and signed by the party against whom the waiver is sought.

(g) **Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted insofar as the primary purpose of this Agreement is not frustrated.

(h) **Notices.** All notices, demands, requests or other communications relating to this Agreement shall be in writing and shall be mailed, first class, or transmitted by hand delivery, overnight delivery service, or telecopy (with acknowledgment of receipt), addressed as set forth below. Notice will be deemed effective as of the date of receipt, if sent by hand delivery, overnight delivery or facsimile, and five (5) calendar days following posting if sent by mail.

If to Daly City: City of Daly City
333 90th Street

Daly City, California 94015, USA
Attn: Patricia Martel, City Manager

If to Octagon:

Octagon
47 S. Meridian St. Suite 200
Indianapolis, IN 46204
Attn: Jeremy Koretz, Operations Sr. Coordinator

(i) ***Relationship of the Parties.*** The parties agree that this Agreement does not and shall not be construed as or constitute an agency, partnership or joint venture, or other fiduciary or confidential relationship between Octagon and Daly City.

(j) ***Inurement.*** This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective heirs, executors, administrators, personal representatives and/or successors.

(k) ***Counterparts.*** This Agreement may be executed in any number of counterparts, including facsimile, and each counterpart shall be deemed an original.

(l) ***Sophistication of the Parties.*** Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement. This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. No ambiguity or omission shall be construed or resolved against either party on grounds that this Agreement or any provision thereof was drafted or proposed by such party.

(m) ***Attorneys' Fees.*** In any action related to this Agreement, the prevailing party may be entitled to recover from the other the prevailing party's costs, including reasonable attorneys' fees, whether such fees and costs be incurred at trial, on appeal or otherwise.

(n) ***Exhibits.*** The parties agree that all Exhibits to the Agreement are hereby incorporated into and shall form an integral part of this Agreement.

(o) ***Force Majeure /Cancellation.*** The term "Force Majeure" shall mean acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, malicious mischief, insurrection, riots, labor disturbances, public enemy, war, landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction and any other similar circumstances beyond the reasonable control of a party. Each party acknowledges and agrees that Operations Sr. Coordinator shall have the right to cancel or reschedule the Event as a result of a Force Majeure event. In such event, (i) Operations Sr. Coordinator shall not be responsible to reimburse any expenses of Daly City in connection with such cancellation or rescheduling

and (ii) if the Event is rescheduled, Daly City shall cooperate with Operations Sr. Coordinator in use of the Park during the rescheduled dates at Octagon's sole expense.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

CITY OF DALY CITY

By: _____

Name: _____

Title: _____

OCTAGON

By: _____

Name: _____

Title: _____

TEMPORARY SPECIAL EVENTS PERMIT

THIS TEMPORARY SPECIAL EVENTS PERMIT ("Special Events Permit") is granted by the City of Daly City and the Successor Agency to the Former Daly City Redevelopment Agency (collectively "DALY CITY") to Octagon, Inc. ("USER") for temporary use of the parking lot located at 2147 Junipero Serra Boulevard, in Daly City, California ("Premises").

User acknowledges and agrees to the following conditions for grant of the Special Events Permit:

I GENERAL PROVISIONS

DALY CITY grants this Special Events Permit for the temporary use of the Premises located at 2147 Junipero Serra Boulevard only on the following dates and times:

Purpose: **For the temporary use of the premises for VIP parking use during the LPGA MEDIHEAL Championship Golf Tournament to be held at lake Merced Golf and Country Club in Daly City, California.**

Dates and

Event Times: **April 23-29, 2018 between 7:00 a.m. and 7:00 p.m.**

(Herein referred to as "Special Event")

II. PARKING

1. User shall have the temporary use of the parking on the Premises for parking of all vehicles during the Special Event for participants of the event to park their vehicles. User will be responsible for all costs associated with or necessary to a parking plan and flow of traffic plan for entrance and egress as well as (additional lighting that may be necessary to rent for the parking area to provide a safe area for participants during this Special Event.) A parking plan shall be provided to DALY CITY upon request by the City Manager.

III USER'S DUTIES

1. User will be responsible for actual repair and/or clean-up costs incurred by DALY CITY if the Premises are damaged or vandalized as a result of this permitted use and User agrees to reimburse DALY CITY for any such actual expenses.

2. User will provide liability and property damage insurance specifically naming the "City of Daly City and the Successor Agency to the Former Daly City Redevelopment Agency" as an additional insured in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million dollars (\$2,000,000) aggregate. The certificate of insurance and endorsement must be received and approved by the Daly City City Attorney's no later than April 20, 2018.
3. Any plan to control the flow of traffic must be approved by Daly City Police Department and barricades and cones used during this Special Event may not impede the flow of traffic during the daytime hours when the Special Event is not functioning
4. Permits/Licenses. USER shall be responsible for obtaining all government assistance and approvals necessary to use the Premises as contemplated herein and such use will be in accordance with all applicable laws and regulations.
5. Trash. At USER'S expense, USER shall ensure the Premises have adequate trash receptacles and that such receptacles are emptied on a daily basis during the Special Event.
6. Access. USER shall be solely responsible for determining and granting access to the Premises during the Special Event, including authorized Special Event personnel, emergency services personnel (e.g., police, fire and medical), and persons holding valid admission badges, tickets or passes issued by USER.

IV USE OF PREMISES

1. DALY CITY shall grant User exclusive access to and utilization of the Premises for parking use during the course of this Special Event.
2. DALY CITY shall grant access to the Premises on mutually agreed dates preceding and following the Special Event so that USER may prepare the Premises for the Special Event and clean-up following the Special Event. USER shall be solely responsible for configuring the Premises for use during the Special Event.
3. Modification. DALY CITY shall permit USER to rope and/or fence (chain or barricade) the Premises and to restrict the parking of cars on the Premises. USER shall be solely responsible for configuring the Premises for use during the Special Event.
4. Maintenance. Other than as specifically set forth above, USER accepts the Premises in its present condition, and DALY CITY agrees to maintain the

Premises in its present condition and in good repair, normal wear and tear excepted, during this Special Permit.

V PERMIT FEE

- a. The permit fee for temporary use of the Premises is \$100.00.
- b. USER shall pay the full permit fee to DALY CITY upon issuance of this Special Events Permit, no later than April 20, 2018.

VI. INDEMNIFICATION

USER agrees to indemnify and hold harmless, DALY CITY, its Council, Officers, Boards, Commissions, employees, guests, patrons, or invitees, or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable.

USER further agrees to indemnify DALY CITY from and against any and all liability, loss, claim, suit, damage or expense, including attorney fees, which the City may suffer, sustain or incur, on account of the death of or injury to any person or loss of or destruction of any property, arising from or in any way connected with issuance of this Special Permit or conduct of the activity or any of its participants during the Special Event.

VII. ASSIGNMENT

The provisions hereof shall inure to the benefit, and be binding upon the successors, legal representatives and assigns, of the USER.

VIII RESERVATION OF CONTROL OF PREMISES

DALY CITY reserves the right to control the premises; to enforce all of its rules or regulations regarding the Premises, and to inspect the Premises during the scheduled Special Event, without unreasonable interfering with USER, its employees, guests, patrons, or invitees. DALY CITY shall have the right, but not the duty, to eject any person from the Premises for violation of the law, rule, or regulation without liability.

IX WAIVER

The User hereby surrenders and gives up all right to any claim for compensation for any loss or damage sustained by reason of any defect, deficiency, failure, or impairment of the water supply, drainage, electrical, or refrigeration systems provided by DALY CITY. DALY CITY shall not be liable for any claim if the Premises are damaged by fire or other

casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the holding of the scheduled Special Event.

AGREED AND ACKNOWLEDMENT:

I acknowledge that I have received and read the conditions for the issuance of this Special Events Permit as outlined above. On behalf of USER for this permit, I have the authority to make this agreement and acknowledge the terms of the Special Events Permit.

Octagon, Inc.
"User"

By: Jeremy Koretz
Title: Senior Operations Coordinator

Special Permit Approved By:

CITY OF DALY CITY and
SUCCESSOR AGENCY TO THE FORMER DALY CITY REDEVELOPMENT AGENCY
"Daly City"

By: Patricia E. Martel, City Manager



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 9, 2018

Subject: Authorize Agreement with Octagon, Inc. to Provide Traffic and Safety Services for the Inaugural LPGA Mediheal Championship Occurring April 23-29, 2018

Recommended Action

Staff recommends the City Council authorize the City Manager to execute an agreement with Octagon, Inc. to provide traffic and security services for the Inaugural LPGA Mediheal Championship to be held at Lake Merced Golf and Country Club from April 23-29, 2018. The total non-tax payer funded cost of police services for the event is \$67,221.31.

Background

From April 23-29, 2018 the Ladies Professional Golf Association is hosting the Inaugural Mediheal Championship at Lake Merced Golf and Country Club. It is estimated the tournament could bring as many as 10,000 spectators per day to Lake Merced Golf and Country Club and surrounding areas. This increase in vehicle and pedestrian traffic, as well as the need to provide a secure environment for patrons and residents caused the City and the Police Department to enter into discussions with Octagon, Inc. on how to address these issues. After extensive planning, Octagon, the Police Department and the City Manager have come to an agreement on the level of service to be provided and the costs associated with that service.

Discussion

Octagon and their subcontractors will be operating both on and off-site during the event. The Daly City Police Department has been designated to staff up to 5 traffic and security posts up to 12 hours each day of the tournament. The Police Department has put together a staffing plan involving off-duty personnel assigned on an overtime basis. The staffing for the event will not diminish our ability to provide high quality police services to our residents during the golf tournament. The employee classifications operating at the event are Police Assistants, Police Officers, Police Sergeants and Police Lieutenants. The Police Department has worked closely with the Finance Department to determine the entire cost of providing these services to Octagon without the use of tax payer funds. The attached costing sheet is based on the top salary of each classification with associated benefits (see attached worksheet).

Fiscal Impact

The required traffic and security staffing for the LPGA Mediheal Championship will not be funded by tax payer funds. The estimated \$67,221.31 cost will be fully reimbursed by Octagon, Inc.

Summary/Conclusions

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

Respectfully submitted,



Ron Mussman
Acting Captain



Patrick Hensley
Chief of Police

Attachment: #1- LPGA Mediheal Championship Costing Sheet for Traffic and Security Services
April 23-29, 2018.

Security Needs - 2018 Medheal PGA Championship										
Locations	Officer Type	# of Staff	Start Time	Finish Time	Shift Hours	# of Days	Regular Hours	Rate	Cost	Notes
Monday, April 23 (Practice Round) - Closed to Public										
Police Supervisor	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 228.86	\$ 3,204.04	Police Sergeant / Lieutenant
Player Locker Room (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Female Preferred
Police Officer Rover	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Female Preferred
ESTIMATED TOTAL RATE PER DAY:									\$ 7,133.28	
Tuesday, April 24 (Practice Round)										
Police Supervisor	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 228.86	\$ 3,204.04	Police Sergeant / Lieutenant
Player Locker Room (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Female Preferred Police Officer
PGA Child Care (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Training Room at City Council - Times TBD
Police Officer Rover	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Female Preferred
ESTIMATED TOTAL RATE PER DAY:									\$ 9,097.90	
Wednesday, April 25 (Pro-Am)										
Police Supervisor	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 228.86	\$ 3,204.04	Police Sergeant / Lieutenant
Player Locker Room (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Female Preferred Police Officer
PGA Child Care (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Training Room at City Council - Times TBD
Traffic Control - Main Crosswalk	DCPD	1	8:00 AM	7:00 PM	11	1	11	\$ 88.01	\$ 1,100.13	Location and Times TBD - Opening Gates to 1 Hour After Play
Police Officer Rover	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Female Preferred
ESTIMATED TOTAL RATE PER DAY:									\$ 10,198.03	
Thursday, April 26 (Round 1)										
Police Supervisor	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 228.86	\$ 3,204.04	Police Sergeant / Lieutenant
Player Locker Room (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Location and Times TBD - Police Officer
PGA Child Care (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Training Room at City Council - Times TBD
Traffic Control - Main Crosswalk	DCPD	1	8:00 AM	7:00 PM	11	1	11	\$ 88.01	\$ 1,100.13	Location and Times TBD - Opening Gates to 1 Hour After Play - Police Assistant
Police Officer Rover	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Female Preferred
ESTIMATED TOTAL RATE PER DAY:									\$ 10,198.03	
Friday, April 27 (Round 2)										
Police Supervisor	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 228.86	\$ 3,204.04	Police Sergeant / Lieutenant
Player Locker Room (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Location and Times TBD - Police Officer
PGA Child Care (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Training Room at City Council - Times TBD
Traffic Control - Main Crosswalk	DCPD	1	8:00 AM	7:00 PM	11	1	11	\$ 88.01	\$ 1,100.13	Location and Times TBD - Opening Gates to 1 Hour After Play - Police Assistant
Police Officer Rover	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Female Preferred
ESTIMATED TOTAL RATE PER DAY:									\$ 10,198.03	
Saturday, April 28 (Round 3)										
Police Supervisor	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 228.86	\$ 3,204.04	Police Sergeant / Lieutenant
Player Locker Room (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Location and Times TBD - Police Officer
PGA Child Care (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Training Room at City Council - Times TBD
Traffic Control - Main Crosswalk	DCPD	1	8:00 AM	7:00 PM	11	1	11	\$ 88.01	\$ 1,100.13	Location and Times TBD - Opening Gates to 1 Hour After Play - Police Assistant
Police Officer Rover	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Female Preferred
TOTAL RATE PER DAY:									\$ 10,198.03	
Sunday, April 29 (Championship Round)										
Police Supervisor	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 228.86	\$ 3,204.04	Police Sergeant / Lieutenant
Player Locker Room (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Location and Times TBD - Police Officer
PGA Child Care (Armed Guard)	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Training Room at City Council - Times TBD
Traffic Control - Main Crosswalk	DCPD	1	8:00 AM	7:00 PM	11	1	11	\$ 88.01	\$ 1,100.13	Location and Times TBD - Opening Gates to 1 Hour After Play - Police Assistant
Police Officer Rover	DCPD	1	6:00 AM	6:00 PM	12	1	12	\$ 140.33	\$ 1,964.62	Female Preferred
TOTAL RATE PER DAY:									\$ 10,198.03	
Additional Notes										
* Player Security Escorts start and end time will be based off tee times. 1 hour before Tee time, 5 hour round of Golf, 1 hour after round of golf is complete. The Escort must have ability to walk 18 hours inside rope line with corresponding player. Player tee times should be available on Friday/Saturday of Advance week for Thursday and Friday play. Saturday and Sunday cut will determine tee times and player needs for those dates Monday (4/23) - Sunday (4/29) - E.O.D and RAD Sweep Clubhouse before admissions gates open Thursday (4/26) - Sunday (4/29) E.O.D and RAD Sweep public structures in A.M before admissions gates open										

Security Rates Overview	Price Per Day
Monday, April 23, 2018	\$ 7,133.28
Tuesday, April 24, 2018	\$ 9,097.90
Wednesday, April 25, 2018	\$ 10,198.03
Thursday, April 26, 2018	\$ 10,198.03
Friday, April 27, 2018	\$ 10,198.03
Saturday, April 28, 2018	\$ 10,198.03
Sunday, April 29, 2018	\$ 10,198.03
TOTAL (Excluding EOD & RAD Sweep / Taxes)	\$ 67,221.31



City Council Meeting Agenda Report

Item # ____

Meeting Date: April 9, 2018

Subject: Proposed Reclassification of Senior Accounting Technician to Accountant

Recommended Action

Staff recommends the City Council approve the proposed reclassification of Senior Accounting Technician to Accountant in the Finance & Administrative Services Department.

Background

Continued understaffing in the Finance & Administrative Services Department has highlighted the critical need for staff with a greater breadth of accounting experience in a wider range of duties and responsibilities. In addition, retirement of various key accounting positions over the past two years have emphasized the need for succession planning.

Discussion

Reclassification of the Senior Accounting Technician from Range 42Z of the Teamster Clerical Technical salary schedule to Accountant in Range 65 of the Unrepresented/Miscellaneous salary schedule will provide long-term stability in managing core business processes; including the preparation of the annual Comprehensive Annual Financial Report, month-end and year-end closings, internal accounting controls and segregation of duties. In addition, the reclassified position will increase departmental analytical capacity, improve project management and workflow coordination within the Accounting Division.

Fiscal Impact

The proposed reclassification, will result in no additional staff positions in the Finance & Administrative Services Department, but will provide salary adjustments commensurate with the responsibilities for the reclassified position. The total projected annual salary and benefits will increase approximately \$4,000 for the three months in the current Fiscal Year 2018 General Fund budget, and \$17,000 for the Fiscal Year 2019 General Fund budget.

Summary/Conclusion

Staff is requesting that the City Council approve the proposal reclassification of Senior Accounting Technician to Accountant in the Finance & Administrative Services Department.

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

Respectfully submitted,

Shawnna Maltbie
Director of Human Resources

Lawrence Chiu
Director of Finance and Administrative Services



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 9, 2018

Subject: Resolution Accepting and Appropriating 2018 Cities of Workforce Health Wellness Grant from League of California Cities

Recommended Action

Adopt a resolution to accept and appropriate 2018 Cities of Workforce Health Wellness Grant from League of California Cities.

Background/Discussion

Cities for Workforce Health is designed to engage League cities and their employees in building a culture of health and making enhanced health and productivity a reality at the workplace. One resource offered is the Cities for Workforce Health program grant, made possible through the partnership of The League of California Cities, Kaiser Permanente, Keenan & Associates, Inc., and the Healthy Eating Active Living Cities Campaign.

Last year, the City submitted its application for the 2018 Cities of Workforce Health Wellness Grant and was selected as one of five to receive the \$5,000 program grant. While the League received a number of very strong submissions, the selection committee spent a lot of time considering the strengths and weaknesses of each application. The main criteria that were considered by the committee included:

- Demonstration that a basic wellness program infrastructure is currently in place (e.g. leadership team or steering committee has been formed; wellness champions have been identified; and/or a survey or assessment of health needs/risks has been conducted);
- Readiness to initiate or further develop a worksite wellness program;
- Commitment to building the program's infrastructure and capacity; and
- Need for professional consultation to assist with program development efforts.

Kaiser Permanente is the designated Cities for Workforce Health Consultant, and the City is on a strict timeline to reform its current Employee Health & Wellness program. We are quickly moving through the Assessment Phase, which included an employee interest survey. We are in the process of developing an action plan based on the results of the survey and will soon move on to the Implementation Phase.

These funds were not accounted for in the department's current operating budgets.

Fiscal Impact

The \$5,000 grant was not anticipated in the operating budgets of the current Fiscal Year 2017-18 the upcoming Fiscal Year 2018-19. If the appropriation is approved, the funds will be expended over this year, with Kaiser Permanente's pre-approval, to rebrand the City's Safety & Wellness

City Council Agenda Report
Subject: Resolution

Meeting Date: April 9, 2018
Page 2 of 2

Committee, provide interactive online wellness challenges and offer new employee wellness programs.

Summary/Conclusion

It is recommended that the City Council adopt a resolution to accept and appropriate 2018 Cities of Workforce Health Wellness Grant from League of California Cities.

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Shawna Maltbie".

Shawna Maltbie
Director of Human Resources



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 9, 2018

Subject: Setting Time and Place of a Public Hearing to Consider New Fees for the Daly City After School Youth Recreation Program, Aquatics Lessons, and Field and Facility Rentals

Proposed Action

Staff is recommending that the City Council adopt a resolution setting the time and place of a public hearing to consider new fees for the Daly City After School Youth Recreation Program (AYRP), aquatics lessons, and field and facility rentals. It is further recommended that the public hearing be scheduled for the City Council's regular meeting of Monday, May 14, 2018.

Background

Members of the Recreation Commission reviewed staff recommendation to adjust fees for the Daly City After School Youth Recreation Program beginning at the start of the new school year in the fall of 2018. New fees are also proposed for aquatics lessons and field and facility rentals.

Fiscal Impact

The AYRP fee increase could raise an additional \$20,000 in Fiscal Year 2018-19. However, even with the proposed increase, the City's General Fund would still subsidize the AYRP by approximately 25%. The proposed increase in youth aquatics lessons is \$7 per session, from the current rate of \$53 to \$60. The current annual revenue from aquatics programs is approximately \$370,000. Aquatics revenues are expected to increase by \$38,000. Annual field and facilities rentals is currently about \$810,000. Proposed increased fees are expected to increase revenue by an additional \$90,000 per year.

Summary/Conclusion

The cost of providing the youth services and programs continues to rise. Modest increases in fees will help narrow the cost recovery gap and lower city subsidies to recreation programs. Likewise, the cost of maintaining the city's fields and facilities is increasing. The proposed user fee increases will help offset some of the maintenance costs.

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

Respectfully submitted,

Joseph F. Curran
Director, Library and Recreation Services



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 9, 2018

Subject: Use of Donated Funds and Federal Asset Forfeiture Funds (DEA) for a Daly City Gun Buyback Event

Recommended Action

Approve the use of previously accepted donated funds in the combined amount of \$9,500.00 and authorize use of Federal Asset Forfeiture Funds (DEA) for a Daly City Gun Buyback event scheduled for May 12, 2018.

Background

The City of Daly City is hosting a gun buyback event at Daly City, City Hall on May 12, 2018. There is \$9,500.00 in available funds that were donated by supporters for a previous gun buyback event. Those previously donated funds as well as Federal Asset Forfeiture funds will be used solely for compensating community members who anonymously donate their firearms for destruction.

Discussion

Council previously approved the acceptance of donated funds from Congresswoman Jackie Speier in the amount of \$10,000.00 and from the Town of Colma in the amount of \$5,000.00 for use in funding a Daly City gun buyback event that was held in September of 2017. From the original \$15,000.00 of donated funds, there is \$9,500.00 remaining. The Police Department is requesting approval to utilize the remaining donated funds to support another gun buyback on May 12, 2018. Community members will be compensated at either \$100.00 or \$200.00 depending on the firearm type. The firearms will be processed and ultimately melted rendering them unusable. Additional funding in the amount of \$20,000.00, if necessary, will come from available Federal Asset Forfeiture Funds (DEA).

Fiscal Impact

The gun buyback payout cost for the event shall not exceed \$29,500.00, which will consist of the \$9,500.00 of donated funds and \$20,000.00 Federal Asset Forfeiture Funds (DEA).

Summary/Conclusion

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

Respectfully submitted,

Cameron Christensen
Lieutenant

Patrick Hensley
Chief of Police



City Council Agenda Report

Item # _____

Meeting Date: April 9, 2018

Subject: Authorize the City Manager to Execute a Professional Services Agreement with Kittelson & Associates for the Daly City Systemic Safety Analysis Report Program (SSARP).

Recommended Action

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a consulting services agreement with Kittelson & Associates of San Francisco, CA, in an amount not to exceed \$134,998.55 for the preparation of Daly City's SSARP project.

Background

SSARP is a new safety analysis program administered by the California Department of Transportation (Caltrans). The intent of the SSARP is to assist local agencies in performing collision analysis, identifying safety issues on their roadway network and developing a list of systemic low-cost countermeasures to improve roadway safety. The list of identified potential improvements can be used in the preparation of future Highway Safety Improvement Program (HSIP) and other safety program applications for grant funds.

In February 2016, staff submitted an application to Caltrans for SSARP grant funds. The City's application requested \$135,000 in grant funds with a minimum local match of \$15,000.

In May 2016, Caltrans awarded the City of Daly City the full requested grant fund amount.

In October 2017, the City Council accepted and appropriated \$135,000 in SSARP grant funds and authorized the City Manager to execute the funding agreement and other documentation necessary for grant fund reimbursement.

Discussion

On February 6, 2018, the City of Daly City issued a Request for Proposals ("RFP") for the Daly City Systemic Safety Analysis Report. The RFP listed the following four (4) items as the project primary objectives:

1. Analyze crash data to determine crash patterns by location, type of crash, roadway/intersection types, roadway characteristics, types of road users, and any circumstance of the crash which would lead to potential countermeasure identification.
2. Develop a listing of potential countermeasures through systemic analysis and discussions with City Staff and other key stakeholders including representatives of the 4 E's of roadway safety: Engineering, Education, Enforcement and Emergency Medical Services.
3. Develop a list of competitive systemic low-cost countermeasures/high benefit-cost ratio safety projects eligible to submit for HSIP grant funding consideration.

4. Prepare a draft and final Systemic Safety Analysis Report for the City of Daly City which includes all of the SSARP reporting requirements.

On March 1, 2018, staff received proposals from four (4) teams: Kittelson & Associates + Parisi, Fehr and Peers + Toole Design Group, TJKM and Stantec Consulting Services Inc. A committee consisting of staff from the Engineering Division evaluated all proposals.

The committee selected the Kittelson & Associates team based on their project approach, qualifications. Also, the Kittelson & Associates team had recent experience preparing the Town of Paradise, Town of Colma and Monterey County's safety analysis and design projects.

Fiscal Impact

Funding for the Project is included in the FY 2017-18 Capital Improvement Program (CIP) budget and sufficient funds have been allocated to cover the full project cost of \$150,000. The full project cost includes a minimum local matching funds requirement of \$15,000, which is allocated to for staff time.

Summary/Conclusion

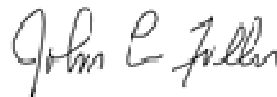
Staff recommends that the City Council authorize the City Manager to execute an agreement for professional services with Kittelson & Associates, of San Francisco, CA, in an amount not to exceed \$134,998.55 for the Systemic Safety Analysis Report.

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

Respectfully submitted,



David Rogers
Civil Engineering Associate



John L. Fuller
Director of Public Works



City Council Agenda Report

Item # _____

Meeting Date: April 9, 2018

Subject: Approve FY 2018-19 Project List for Road Maintenance and Repair Account Funds Authorized Under SB 1

Recommended Action

Recommend the City Council adopt a Resolution to approve the FY 2018-19 Project List for SB 1 Road Maintenance and Repair Account Funds

Background/Discussion

SB 1 (Beall) was filed with the Secretary of State on April 28, 2017. This bill established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund that is intended to address deferred maintenance on the state highway system and the local street and road network. As written, SB 1 requires the California Transportation Commission (CTC) to adopt criteria to ensure efficient use of these funds. The RMRA funds will be provided to cities on a monthly basis along with traditional gas tax monthly disbursements, with the first distribution in January 2018.

A city or county must submit a project list and supporting documentation to the CTC by May 1st year, which means the FY18-19 project list will need to be submitted by May 1, 2018. Public Works staff recommends using the RMRA funds for the next annual slurry seal project projected for completion in the summer of 2019. The recommended slurry seal project is identified in the City's ten year Capital Improvement Plan (CIP) and will be formally recommended for approval and allocation of RMRA funds during our FY 2018-19/FY 2019-20 CIP budget adoption in June 2018. Staff has identified the Crocker/Hillside Street Slurry Seal as the next slurry seal project.

Fiscal Impact

The recommended slurry seal project is identified in the City's ten year Capital Improvement Plan (CIP) and will be formally recommended for approval and allocation of RMRA funds during our FY 2018-19/FY 2019-20 CIP budget adoption in June 2018.

Summary/Conclusion

Recommend the City Council adopt a Resolution to approve the FY 2018-19 Project List for SB 1 Road Maintenance and Repair Account Funds.

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

**Approve FY 2018-19 Project List to Incorporate SB 1 Road Maintenance
and Repair Account Funds Authorized Under SB 1**

Meeting Date: April 9, 2018

Page 2 of 2

Respectfully submitted,



Roland Yip
Senior Civil Engineer



John L. Fuller
Director of Public Works

Attachments: Crocker/Hillside Street Slurry Seal Map
Draft Resolution

RESOLUTION NO. _____

**RESOLUTION APPROVING PROJECT LIST
FOR
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Daly City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Daly City must approve a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1; and

WHEREAS, the funding from SB 1 will help the Daly City maintain and rehabilitate approximately 15 miles of local street pavement in the Crocker and Hillside neighborhood with the application of slurry seal and thereby extending the pavement life another 7 years as well as dozens of similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the Daly City's streets and roads are in an "good" condition with a PCI score of 82 and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an "excellent" condition; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

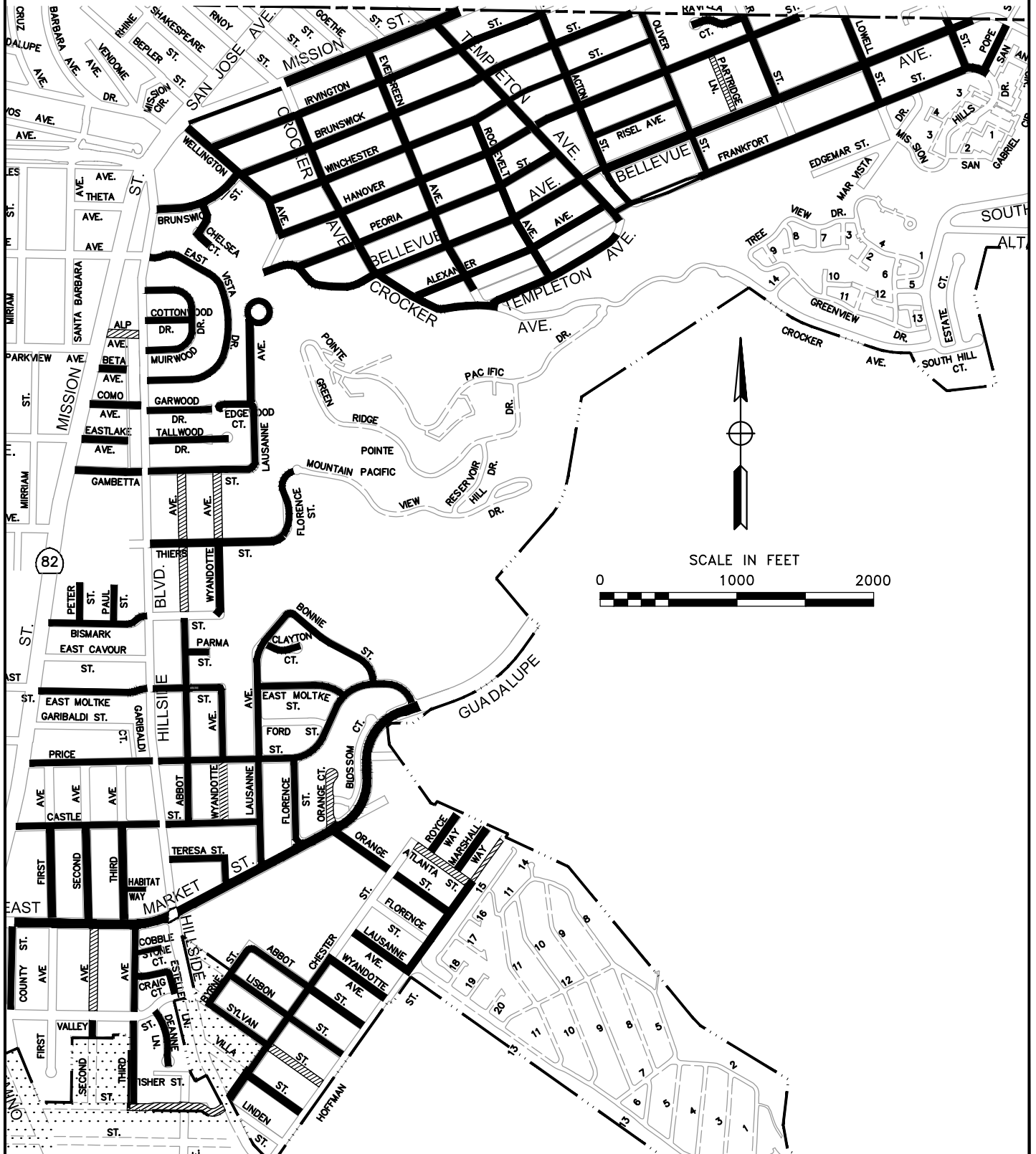
NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Daly City, City Council, as follows:

1. The foregoing recitals are true and correct.
2. The recommended FY 2018-19 Project List for SB1 funds is approved for the Crocker/Hillside Street Slurry Seal project applying surface seal to approximately fifty (50) streets in the Crocker and Hillside neighborhood. (map Attached). This project will be constructed in the summer of 2019 and will extend the life of the treated pavements an estimated seven (7) years.

PASSED AND ADOPTED by the City Council of Daly City, State of California this _____ day of _____, 2018, by the following vote:

CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION MAP
2018-19 CROCKER/HILLSIDE STREET SLURRY SEAL





City Council Agenda Report

Item # _____

Meeting Date: April 9, 2018

**Subject: Appropriate and Allocate AB1600 Police Funds to Replace Previously
Allocated Funds for Police Parking Lot Security Fence Project**

Recommended Action

Staff recommends that the City Council appropriate and allocate AB1600 Police Funds to replace previously allocated funds for the Police Parking Lot Security Fence project.

Background

The Police Parking Lot Security Fence project proposes to install an enclosed security fence around the Police Department's existing parking lot. An automated gate, manual gate, and a pedestrian gate will be installed for access.

Discussion

On June 26, 2017, the City Council approved the Police Parking Lot Security Fence project as a mid-cycle adjustment to the 2017/2018 Capital Improvement Program budget for 2018. This project was originally proposed to be funded with a combination of \$50,000 from the Civic Center Fund and \$250,000 in Asset Forfeiture Funds for a total budget of \$300,000. Due to recent development activity, accumulated AB1600 Police funds are now sufficient to fund a majority of this project. Therefore, staff is proposing to substitute \$225,000 of AB1600 Police Funds for the previously allocated \$50,000 of Civic Center Fund and \$175,000 of the previously allocated \$250,000 in Asset Forfeiture Funds. This funding "swap" will free up \$50,000 in Civic Center funds and \$175,000 in asset Forfeiture Funds to be used on other projects not eligible for AB1600 fund expenditure.

Fiscal Impact

There are sufficient funds available in the AB1600 Police Fund, 20-031-401, for this recommendation. If approved, \$225,000 of AB1600 Police Fund will be transferred to the project account for the Police Parking Lot Security Fence project so that \$50,000 of Civic Center Funds and \$175,000 of Asset Forfeiture Funds can be returned to fund balance. The revised total project funding after this funding swap will be \$225,000 in AB 1600-Police and \$75,000 in Asset Forfeiture funds.

Summary/Conclusion

Staff recommends that the City Council appropriate and allocate AB1600 Police Fund to replace previously allocated funds for the Police Parking Lot Security Fence project.

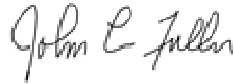
Staff is available to provide any additional information desired by the Mayor or Council members.

**Appropriate and Allocate AB1600 Police Funds to Replace
Previously Allocated Funds for Police Parking Lot Security Fence Project
Meeting Date: April 9, 2018
Page 2 of 2**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Roland Yip". The signature is fluid and cursive, with the first name "Roland" being more legible than the last name "Yip".

Roland Yip
Senior Civil Engineer

A handwritten signature in black ink, appearing to read "John L. Fuller". The signature is cursive and somewhat stylized, with the first name "John" being the most prominent part.

John L. Fuller
Director of Public Works



City Council Agenda Report

Item # _____

Meeting Date: April 9, 2018

Subject: Approval of the Subdivision Improvement Agreement between the City of Daly City and Zhongyu Ma, Shaoling Su and Approval of the Final Map for SUB-1-16-11910, Map of Parkview Estates.

Recommended Action

It is recommended that the City Council adopt a resolution:

1. Approving the Subdivision Improvement Agreement between the City of Daly City and Zhongyu Ma, Shaoling Su hereinafter called the Subdivider; and
2. Approve the Final Map for SUB-1-16-11910, Map of Parkview Estates.

Background

The Subdivider has requested approval of Final Map for SUB-1-16-11910, Map of Parkview Estates, prior to completion of the improvements associated with the project. In order to ensure that the public and private improvements necessary to serve the individual lots in the subdivision are constructed, the State Subdivision Map Act (SMA) requires the City to execute a bonded agreement with the Subdivider ensuring completion of these required improvements. The attached Subdivision Improvement Agreement (SIA) requires the Subdivider to complete all public improvements including the street, sidewalks, lighting, landscaping, utilities, and joint trench to complete the project at the developer's sole expense. The SIA calls for the posting of securities, sets a schedule for completion of all work, establishes a warranty period and requires the Subdivider to indemnify and defend the City for all claims arising from the work. Finally, the SIA contains remedies to be utilized in the event of a default in performance by the Subdivider.

The domestic water services and sewer services are provided by Daly City. The storm drain system will be connected to Engineer calculated gravel basins at the rear of the properties.

At the regular scheduled City Council meeting on April 25, 2016, the City Council reviewed and approved Minor Subdivision SUB-1-16-11910 (Resolution 16-58) affirmed the project is exempt from the California Environmental Quality Act (CEQA) and approved the Conditions of Approval for the four-lot subdivision on South Parkview Avenue and Willits Street.

The property being considered for subdivision consists of an existing 11,161 square foot parcel. The proposed parcels are two 2500 square feet parcels, one 2675 square feet and one 3486 square feet. This is consistent with the R-1 (Single-Family Residential) zoning standards. 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. Staff has completed an analysis of the legislative actions for automatic Tentative Map extensions (by the State Assembly and Senate Bills) and has determined the original Tentative Map expires April 25, 2018.

Discussion

The Subdivision Improvement Agreement (SIA) was prepared in consideration of the approval of the Final Map and the developer's obligations under the Subdivision Map Act and the Municipal Code. Both the Planning Commission and the City Council of the City of Daly City previously approved the Tentative Subdivision Map. The SIA and the Final Map SUB-1-16-11910 have been reviewed and found to be in conformance with the Tentative Subdivision Map, the State Subdivision Map Act, and Title 16 of the Municipal Code. Adoption of this resolution will allow execution of the Subdivision Agreement and recordation of the Final Map.

Since this Tentative Map was approved on April 25, 2016, a copy of the original Staff Report is attached for your convenience and reference.

Fiscal Impact

The Subdivider is required to pay 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
- DWWF fees
- AB-1600 fees

All fees have been paid or will be paid at the time of building permit are issued and the City will be made whole under this development agreement. Building Permits will not be issued until all applicable fees have been paid.

Summary/Conclusion

The Subdividers or their surety will meet all obligations of the Subdivision Improvement Agreement. The Subdivision Improvement Agreement and the Final Map have been reviewed by the City and meet all legal requirements and Conditions of Approval. Adoption of this resolution will authorize the Mayor to execute the Subdivision Agreement upon receipt and approval of all required bonds and documents, and will allow for the Final Map recordation.

It is recommended that the City Council adopt the attached resolutions:

1. Approving the Subdivision Improvement Agreement and Financial Security Agreement between the City of Daly City and Zhongyu Ma, Shaoling Su Dated September 28, 2017; and
2. Approving the Final Map for SUB-1-16-11910.

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

Subdivision SUB-1-16-11910 221 S. Parkview Avenue Final Map Approval

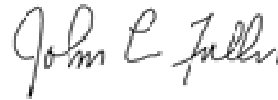
Meeting Date: April 9, 2018

Page 3 of 3

Respectfully submitted,



Richard Chiu, Jr., P.E.
Assistant Director of Public Works/
City Engineer



John L. Fuller, P.E.
Director of Public Works

Attachments: Subdivision Improvement Agreement
 Final Map SUB-1-16-11910 (Full scale available in Engineering Division)
 April 25, 2016 City Council Staff Report



PARCEL MAP 10-16-012407

A MERGER AND 4 UNIT SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO ZHONGYU MA & SHAOLING SU, RECORDED NOVEMBER 10, 2015 IN DOCUMENT NO.2015-118671, OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

APRIL 2017



Professional Land Services
LAND DEVELOPMENT SPECIALISTS

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- RIGHT-OF-WAY ENGINEERING SERVICES
- SITE PLANNING
- SURVEYING & MAPPING

(650) 244-9667
jgmahoney@pls-corp.com
901 Sneath Ln, Suite 117
San Bruno, CA 94066



OWNER'S STATEMENT:

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

OWNERS:

BY: Zhongyu Ma
ZHONGYU MA

BY: Shaoling Su
SHAOLING SU

OWNER'S ACKNOWLEDGMENT:

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

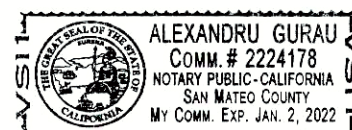
STATE OF CALIFORNIA) S.S.
COUNTY OF SAN MATEO)

ON April 2, 2017, BEFORE ME, Alexandra Gurau, Notary Public PERSONALLY APPEARED Zhongyu Ma and Shaoling Su, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER /THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE: Alexandra Gurau



PRINT NAME: Alexandra Gurau

MY COMMISSION NUMBER: 2224178

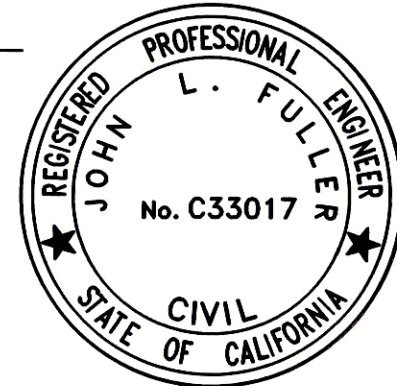
MY COMMISSION EXPIRES: 01.02.2022

PRINCIPAL COUNTY OF BUSINESS San Mateo

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT THIS PARCEL MAP OF SUB-10-16-012407 WAS EXAMINED BY ME, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: _____



BY: JOHN L. FULLER, R.C.E. NO.33017
DIRECTOR OF PUBLIC WORKS

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE NICK MIRANDA IN MAY, 2016. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS ON OR BEFORE JUNE 2017, AND THAT SUCH MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Michael S. Mahoney
MICHAEL S. MAHONEY
P.L.S. 5577

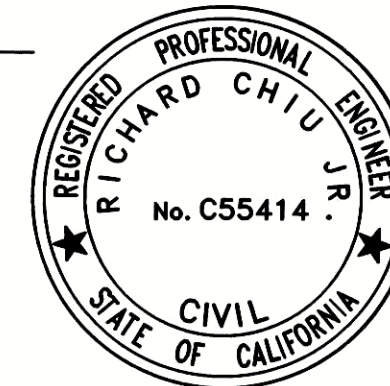
March 29, 2018
DATE



CITY ENGINEER'S STATEMENT:

I HAVE EXAMINED THIS MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS OF THE TENTATIVE MAP, IF ANY. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____



BY: RICHARD CHIU JR., R.C.E. NO.55414
ASSISTANT DIRECTOR OF PUBLIC WORKS/
CITY ENGINEER
CITY OF DALY CITY

CITY CLERK'S STATEMENT:

I, K. ANNETTE HIONA, CITY CLERK OF THE CITY OF DALY CITY, SAN MATEO COUNTY, HEREBY STATE THAT THE CITY COUNCIL OF SAID CITY OF DALY CITY BY RESOLUTION ADOPTED AT A REGULAR MEETING OF SAID CITY HELD ON _____ DAY OF _____, 2017, DID DULY APPROVE SAID PARCEL MAP.

DATED: _____

BY: K. ANNETTE HIPONA
CITY CLERK, CITY OF DALY CITY CA

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 201____, AT _____
_____, m, IN BOOK _____ OF MAPS, AT PAGES _____
AT THE REQUEST OF MICHAEL S. MAHONEY.

FILE NO. _____ FEE _____

MARK CHURCH, COUNTY RECORDER

BY: _____
DEPUTY



CITY OF DALY CITY
SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: 4/9/2018

NAME OF SUBDIVIDER: Zhongyu Ma, Shaoling Su
(hereinafter "Subdivider")

NAME OF SUBDIVISION: Parkview Estates
(hereinafter "Subdivision")

NUMBER OF LOTS: 4

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$236,239.00

THIS 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 Law and to the requirements and conditions of approval of the tentative map for this 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 is 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*, and all land development work required by the Subdivision Laws, or (2)

have entered into a secured agreement with the City to complete the improvements and land development within a period of time specified by the City.

D. In consideration of approval of a final map of 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.

E. Complete "Improvements Plans" for the construction, installation and completion of the 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 and performing land development work in connection with the 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 final formal acceptance by the City Council. Individual property monuments must be installed within one year from final Council acceptance of said subdivision.

I. Subdivider recognizes that by approval of the final map for 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 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 conditions 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 one (1) year following the date of this agreement; provided however, that the improvements shall not be deemed to be completed until accepted by City Council. Such improvements shall be completed to the satisfaction of the City Engineer and shall include but not be limited to:

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

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

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

(iv) Underground electric, gas, telephone and communications service laterals and main improvements to serve each lot as required by Utility Agreement(s);

(v) 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. In reference to General Condition No. 5 – Electrical: *Undergrounding of Overhead Utilities*, the applicant shall complete all off-site undergrounding improvements as required by the Subdivision Condition of Approval. As an alternative,

the subdivider can contribute \$450,000 to the City of Daly City to be used for community improvements within the neighborhood in place of the off-site utility undergrounding condition of approval. Payment shall be made on a pro-rata per unit basis paid at the time each building permit is issued;

(vi) Survey monuments and lot corner markers;

(vii) Water mains, laterals and hydrants in the private driveway;

(viii) Subdivider shall also perform all other work as set forth in the Conditions of Approval for the Tentative Map, as relating to the Subdivision, which are summarized in the Daly City City Clerk's letters to Subdivider dated May 2, 2016 and Daly City Ordinance 1275 related to subdivision improvements, to the extent such letters are inconsistent, the later shall prevail, and by this reference, Daly City City Clerk's letters to Subdivider dated May 2, 2016 and Daly City Ordinance 1275 are incorporated herein by reference as if set out forth in full.

c. 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.

d. 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 acquisition by City of off-site rights-of-way, easements, and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorization to accommodate the Subdivision.

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

f. 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 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.

g. Install street name signs conforming to City standards. Permanent street name signs shall be installed before acceptance of the improvements by the City.

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.

i. All costs and obligations associated with the work required by this agreement are the costs and obligations of the Subdivider. The City shall assume no costs whatsoever, except if specifically agreed to in the Conditions 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. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvements and land use development work contemplated by this Agreement is to be constructed or installed on land not owned by City or Subdivider, no construction or installation shall be commenced before:

a. The offer of dedication to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from property owner to allow construction or installation of the improvements or work; or

b. The dedication to, and acceptance by, the City of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer; or

c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. Subdivider shall comply in all respects with the order of possession.

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

Nothing in this Section 2 shall be construed as authorizing or granting and extension of time to Subdivider.

3. 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; 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 pursuant to this agreement in the additional amount of 100% of the estimated cost of the improvement; 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 improvement, 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 improvement, Subdivider shall provide improvement 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,
- (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.

4. 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 3 of the 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. City reserves the right to modify the standards applicable to the Subdivision and this agreement when necessary to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the improvement, City may apply the standards in effect at the time of extension.

5. 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 in preparation. 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 the 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 18 herein.

6. 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. 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 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given 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.

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

7. 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 or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Furthermore, until such time as the improvements are accepted by City, Subdivider shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed. Until such time as 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, regardless of cause, happening or occurring to the work or improvement specified in this agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

8. 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 make 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.

9. Default of Subdivider.

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

- (1) Subdivider's failure to timely commence construction of Improvements under this agreement;
- (2) Subdivider's failure to timely complete construction of the improvements;

- (3) Subdivider's failure to timely cure any defect in the improvements;
- (4) Subdivider's failure to perform substantial construction work for a period of ten (10) calendar days after commencement of the work;
- (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 30 days;
- (6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (7) Subdivider's failure to perform any other obligation under this agreement.

b. The City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate the City's damages in the event of default of Subdivider. The right of the City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the costs of completing the 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.

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

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

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 Subsection c is addition to, and not in lieu of, other remedies available to City. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of City.

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.

10. 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 structure. Should Subdivider fail to act promptly or in accordance with this requirement, Subdivider hereby authorizes City, at City's option to perform the work twenty (20) days after mailing written notice of default to Subdivider and to Subdivider's surety, 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.

Warranty shall be covered by a warranty bond as specified in Section 26, below.

11. 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.

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

to, or in the vicinity of, the property to be dedicated. Subdivider's prior and present use of property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

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

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

c. Subdivider's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restriction on its ownership, occupancy, use of the purpose for which it is intended, transferability or suit under any environmental law.

13. 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.

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

15. 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.

16. 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.

17. 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 all improvements. 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 5. Such acceptance shall not constitute a waiver of defects by City.

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

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, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public improvements. 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 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 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 Paragraph.

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

19. Personal Nature of Subdivider's Obligation. All of Subdivider's obligation under this agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the 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.

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

21. Time is of the Essence. Time is of the essence in the performance of this agreement; 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 Subdividers 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.

22. 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 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 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, other than delay in the commencement of work, resulting from an act of City, act of God, by storm or inclement weather, strikes, boycotts or similar political actions 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 an 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 21, above, Subdivider must complete all improvements so that they may be accepted by the City, or approved by the City Engineer, within 730 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.

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

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

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

b. General Liability, Property Damage & Automobile Insurance. Subdivider shall take out and maintain during the life of this agreement such public liability and property damage insurance on an occurrence basis as shall insure City, its subsidiary agencies and their elective and appointive boards, commissions, officers, agents and employees, including the negligent act or omission of the City and the Subdivider and any contractor or subcontractor performing work covered by this agreement from claims for

damages for personal injury including death, as well as from claims for property damage which may arise from Subdivider's or any contractor's or subcontractor's operations hereunder, whether such operations be by Subdivider or any contractor or subcontractor; or by anyone directly or indirectly employed by either Subdivider or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

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

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

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

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

25. Title to Improvements. Except as otherwise detailed herein or on the subdivision improvement plans or the final map, title to, and ownership of, water mains and their appurtenant fittings and structures, including the service laterals from the mains up to and including the water meters, drainage pipes and structures serving the public streets and easements, public street lights and other improvements constructed by Subdivider within public rights-of-way and easements but excluding the common area improvements to be maintained by the property owners association per their covenant, conditions and restrictions, shall vest absolutely in City, upon completion and 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.

26. 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 10, above. The amount of warranty bond obligation shall be no less than 10% of the total estimated cost of completing all required improvements. The warranty bond shall stay in full force for a period of one year after the City accepts the improvements and releases the Security.

If, within a period of one year after final acceptance of the work performed under this agreement, any structure or part of any structure 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 and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly, or in accordance with this requirement, 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 cost of such repairs plus fifteen (15) percent.

27. 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) days after receipt thereof.

28. Notice of Default. If Subdivider refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Subdivider should be adjudged as bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, 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.

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, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

29. Breach of Agreement: Performance by Surety or City. In the event of any such Notice of Default (Section 28, above), Subdivider's surety shall have the duty to take over and complete the work and the improvement 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, and 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, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary therefor.

30. 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.

31. 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.

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

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

- a. City and State approved Conditions, Covenants and Restrictions (or Declaration of Covenants);
- b. a recorded 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.

33. 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.

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

35. 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.

36. 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.

37. Incorporation of Recitals. The recitals to this agreement are hereby incorporated into the terms of this agreement.

38. 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.

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

40. 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:

(Proof of authorization for Subdivider's signatures required and must be attached)

Signature: Zhongyu Ma
Print: Mr. Zhongyu Ma
Title: Owner

Signature: Shaoling Su
Print: Shaoling Su
Title: Owner

CITY OF DALY CITY
Recommended for Approval:

Richard Chiu, Jr.
Assistant Director of Public Works/
City Engineer

John L. Fuller
Director of Public Works

CITY OF DALY CITY:

Patricia E. Martel
City Manager

APPROVED AS TO FORM:

Rose Zimmerman
City Attorney

ATTEST:

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.

ACKNOWLEDGMENT

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

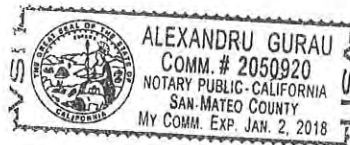
State of California
County of San Mateo)

On November 6, 2017 before me, Alexandru Gurau, Notary Public
(insert name and title of the officer)

personally appeared Shao Ling Su,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature  (Seal)

ACKNOWLEDGMENT

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

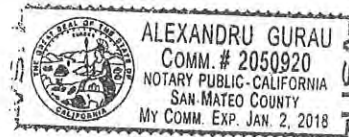
State of California
County of San Mateo)

On November 6, 2017 before me, Alexandru Gurau, Notary Public
(insert name and title of the officer)

personally appeared Zhongyu Ma,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature  (Seal)

EXHIBIT "A"

SUBDIVISION IMPROVEMENT AGREEMENT



- Civil Engineering - Surveying & Mapping
- Site Development Planning
- Environmental Services - LEED AP

Serving the Community and the Bay Area

Engineer's Cost Estimate
221 S Parkview Ave, Daly City

06-Oct-16

	Quantity	Units	Unit Price	Price	
Demolition	1	LS	\$ 10,000.00	\$ 10,000.00	
Mobilization	1.5	%	\$ 3,000.00	\$ 3,000.00	
Traffic Control	1.5	%	\$ 3,000.00	\$ 3,000.00	Excluded
Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	Excluded
				\$ 21,000.00	Sub Total
Water				\$13,000.00	Subtotal
8" Main	132	LF	\$ 200.00	\$ 26,400.00	
2" Main	15	LF	\$ 100.00	\$ 1,500.00	
2" Service Lateral and meter	4	EA	\$ 2,500.00	\$ 10,000.00	
8" connection with valve	1	EA	\$ 3,000.00	\$ 3,000.00	
8" Valve	1	EA	\$ 2,500.00	\$ 2,500.00	
2" connection with Valve	1	EA	\$ 500.00	\$ 500.00	
				\$ 43,900.00	Sub Total
Electrical, Gas, & Communication					
Conduit	180	LF	\$ 300.00	\$ 54,000.00	
Gas Service	3	EA	\$ 3,500.00	\$ 10,500.00	
Boxes	3	EA	\$ 500.00	\$ 1,500.00	
				\$ 66,000.00	Sub Total
Sewer					
New Service and Cleanout	4	EA	\$ 5,000.00	\$ 20,000.00	
				\$ 20,000.00	Sub Total
Pavement Work					
Driveway Approach	4	EA	\$ 3,000.00	\$ 12,000.00	
Sidewalk	965	SF	\$ 10.00	\$ 9,650.00	
2" Grind & Overlay	2220	SF	\$ 10.00	\$ 22,200.00	
				\$ 43,850.00	Sub Total
				\$ 19,475.00	10% Contingency
				\$ 214,225.00	Total
				\$186,750.00	Subtotal
				18,675.00	10% Contingency
				30,814.00	15% Contract Admin Fee
				\$236,239.00	TOTAL



EXHIBIT "B"
SUBDIVISION IMPROVEMENT AGREEMENT

Parkview Estates, 4 Lots
(Subdivision/No. Units)

Zhongyu Ma, Shaoling Su
(Subdivider)

FEES REQUIRED

FEES AND CHARGES:

1.	City's Plan Review charges (including Final Map)	\$	2,920.00
2.	Subdivision Agreement	\$	4,800.00
3.	Improvement Inspection charges	\$	13,259.47
4.	Parkland Dedication In-Lieu Fees	\$	122,871.00
Total		\$	143,850.47

FEES COLLECTED WITH BUILDING PERMITS:

1.	Public Facility fees AB1600	\$	20,920.00
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REFUNDABLE DEPOSITS:

A.	Cash deposit for emergency, and clean-up and other corrective work shall be maintained at an amount not less than	\$	236,239.00
B.	Cash deposit for the photo-mylar reproducible of the Final Map after it is filed with the County Recorder	\$	200.00

SUBDIVIDER SHALL:

- A. Reimburse City for its engineering and administrative costs in connection with the subdivision such as map checking and plan review. These costs are to be paid prior to Council's consideration of this Agreement.
- B. Reimburse the City for its costs in providing Subdivision Improvement Inspection. The Subdivider shall pay Subdivision Improvement Inspection costs of three percent (3%) of the first \$100,000 of costs of construction of public improvements in the subdivision and two percent (2%) of the cost in excess of \$100,000. The amount attributable to this subdivision is \$236,239.00 Dollars (\$5,724.78.00) and shall be paid prior to Council's consideration of this agreement.



OFFICE OF THE CITY CLERK

CITY OF DALY CITY

PHONE (650) 991 8078

333 90TH STREET
DALY CITY CA 94015 1895

K. ANNETTE HIPONA
CITY CLERK

May 2, 2016

Mike Mahoney
Professional Land Services
901 Sneath Lane, Suite 117
San Bruno, CA 94066

Subject SUB-1-16-11910, 221 South Parkview Avenue

Dear Mike

At its regular meeting on April 25, 2016, the City Council adopted Resolution No 16-58, Affirming Categorical Exemption Under CEQA, Adopting Findings of Fact and Imposing Conditions of Approval on Minor Subdivision SUB-1-16-11910 to Subdivide Two Parcels into Four Parcels, 221 South Parkview Avenue, a copy of which is enclosed

Very truly yours,

A handwritten signature in black ink, reading "K. Annette Hipona". The signature is fluid and cursive, with a large, stylized "K" and a long, sweeping underline.

K. Annette Hipona
City Clerk

KAH ak
Enclosures

cc

City Engineer
Planning Manager
Chief Deputy, Valuation
San Mateo County Assessor's Office

RESOLUTION NO 16-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
AFFIRMING CATEGORICAL EXEMPTION UNDER CEQA, ADOPTING FINDINGS
OF FACT AND IMPOSING CONDITIONS OF APPROVAL ON MINOR SUBDIVISION
SUB-1-16-11910 TO SUBDIVIDE TWO PARCELS INTO FOUR PARCELS
(221 South Parkview Avenue, Daly City, California)

Preamble

A The applicant, Professional Land Services, is requesting approval to subdivide two existing parcels totaling 11,161 square feet into four parcels for the purpose of constructing four single-family homes. The existing parcels are situated on the west side of Willits Street and the south side of South Parkview Avenue. An existing single-family home at 221 South Parkview Avenue (previously a child daycare center) is situated on one of the existing parcels and would be demolished. In addition to the subdivision request, the applicant is requesting design review approval for the new homes.

B As identified in the tentative parcel map, two existing parcels would be replaced by four new parcels identified on the proposed Parcel Map as Lots A, B, C, and D. Lots A and B would be 2,500 square feet each, Lot C would be 2,675 square feet, and Lot D would be 3,486 square feet. Three of the proposed parcels would be accessed from South Parkview Avenue and the fourth parcel would be accessed from Willits Street. The R-1/A Single Family/Duplex Residential District specifies a 2,500 square foot minimum lot size and 25-foot frontage for all new parcels, and all four parcels would conform to these requirements.

C All four homes are two-story with two-car side-by-side garage at the street level, each utilizing the same general floor plan of a kitchen and family room at the street level with the home's bedrooms and living room at the second floor. The applicant has attempted to provide design interest for the new homes by making minor architectural variations to the front façade of each home.

D The General Plan land use designation for the site is Residential Medium-Low Density, allowing between 14.6 and 20 dwelling units per gross acre. The proposed number of parcels equates to 15.38 dwelling units per acre and is therefore consistent with the density allowances prescribed by the General Plan.

E On April 5, 2016, the Daly City Planning Commission in a public hearing to consider the Minor Subdivision application voted to recommend the City Council approve the Minor Subdivision.

F Pursuant to the Daly City Zoning Ordinance, the matter was carried forward to the Daly City City Council with the summary of hearings, findings and recommendations of the Daly City Planning Commission.

G The matter was duly noticed and publicly heard by the Daly City City Council on April 25, 2016. The application has been reviewed based on information provided by the applicant and staff has determined that the project is Categorically Exempt per Section 15315 of the California Environmental Quality Act (CEQA) Minor Land Divisions.

Findings

NOW THEREFORE BE IT RESOLVED, following review of the application, the appended staff reports, the summary of hearing and report of the Daly City Planning Commission, relevant documents, writings, ordinances, regulations, as well as the materials submitted by the applicant and her representative, and the comments of City staff and interested members of the public, the City Council of the City of Daly City makes the following findings of fact

- 1 That the above recitals, "A" through "G" within the Preamble are accurate, and constitute findings of the City Council of the City of Daly City
- 2 In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council will conduct a public hearing on April 25, 2016, notice of said hearing was by newspaper publication, and posting and first class mailing to property owners within 300 feet of the site, on April 15, 2016
- 3 The Planning Commission has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA), and has determined that it is Categorically Exempt from CEQA, per Section 15315 Minor Land Divisions Staff has furthermore determined that the proposed parcel map would have no significant detrimental effect on the environment The proposed parcel map will not cause significant environmental damage or injure fish, wildlife, or their habitat, as it would be constructed in a fully urbanized area or a previous disturbed lot,
- 4 The General Plan prescribes a net density for the parcel to be five dwelling units given the subject parcel size and maximum 20 dwelling units per acre net density allowed on the 11,161 square foot parcel Further, the existing land use conforms to Objective 6 in the General Plan Land Use Element, which states that, a pattern of variety in residential densities, types and tenure should be maintained in order to provide housing opportunities,
- 5 The site is physically suitable for the type and density of the proposed minor subdivision Within the subject area, there are predominantly single-family residential dwellings and apartment buildings The parcels are in a fully urbanized area with all public services capable of being extended to the new lots,
- 6 The design of the proposed minor subdivisions will not cause serious public health problems The construction of homes on this site must meet Building Code requirements, which set minimum safety standards for new construction Other City and State regulations will assure that public health is not at risk,
- 7 The design of the proposed minor subdivisions or improvements will not conflict with any easements, acquired by the public at large, for access through or use of, property within the proposed minor subdivision Access to three of the proposed new lots would be achieved from South Parkview Avenue and the fourth new lot would be accessed from Willits Street,

- 8 The newly created lots are physically suitable for both the type and density of the proposed development,
- 9 The design of any proposed structures would be required to meet all health and safety requirements of the Uniform Building Code and will not cause serious public health problems,
- 10 Utilities to serve the project are in place within the South Parkview Avenue or Willits Street public right-of-ways and have the capacity to accommodate additional units. These include electrical, water, and sewer service,
- 11 As conditioned, the project will comply with applicable provisions of Design Review Section 17.45 of the Zoning Ordinance. The provisions of this chapter and any applicable guidelines are complied with, and
- 12 General architectural considerations have been incorporated in order to ensure the compatibility of this development with its design concept and the character of other adjacent buildings. These considerations include, but are not limited to, the character, scale and quality of the design, the architectural relationship with the site and other buildings, building materials, and colors.

BE IT FURTHER RESOLVED by the City Council of the City of Daly City hereby approves Minor Subdivision SUB-1-16-11909 and Design Review DR-1-16- subject to the following conditions of approval

CONDITIONS OF APPROVAL

A DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

- 1 The applicant shall file a Declaration of Acceptance of the above conditions with the City Clerk within thirty (30) days of City Council approval. Until said declaration is filed, the minor subdivision shall not be valid for any purpose.
- 2 The minor subdivision shall be valid only in conjunction with detailed plans submitted and approved by the City Council. Any modifications required due to the Conditions of Approval and changes to the plans shall be treated as an amendment and shall be subject to review by a Council Committee appointed by the Mayor.
- 3 All technical corrections or modifications required by the City Engineer shall be incorporated into the recorded maps, and all applicable fees paid prior to approval for recordation.
- 4 The subdivision shall conform to the City Standards Conditions for Minor Subdivisions.
- 5 The parcel map approval granted herein shall be valid for a period of two years. If the parcel map has not been recorded within this timeframe, the applicant shall apply for a time extension.

- 6 The applicant will be required to pay park-in-lieu fees, in compliance with DCMC Chapter 16 30 Parkland Dedications Per DCMC Section 16 30 040 A, the required dedication in the specific case is 0 029 acres Per DCMC Section 16 30 060, the in-lieu fee shall be based upon said dedication requirement Per DCMC Section 16 30 090, in-lieu fees are required to be paid to the City of Daly City, prior to map recordation The project is subject to full compliance with DCMC Chapter 16 30 Parkland Dedications

Building Design

- 7 The applicant's architect provide greater design interest for the front elevation of each home, including more varied bay window/balcony design, roof design, and exterior siding material
- 8 The proposed elevations shall be revised to include a stone veneer wainscot with decorative cap The veneer shall wrap all building corners to a logical conclusion point, as determined by the Planning Division
- 9 The proposed elevation shall be revised to provide enhanced front- and garage-door designs that complement each other and the architecture of each particular home Garage doors shall incorporate relief and window lites
- 10 All windows at all elevations shall receive 2x-dimension window trim, painted the trim color Trim shall be wood or equivalent material where adjacent to siding, and built-up foam or equivalent where adjacent to stucco
- 11 All front doors for the houses shall be recessed to help give homes a look of being separated as they are viewed down the street, and recessed portions of the elevations shall be treated with horizontal siding in a muted color to further enhance the visual separation between homes
- 12 The applicant shall provide material sample board prior to building permit approval depicting paint schemes that include earth tone body and trim colors, with darker accent colors
- 13 All driveways shall incorporate pavers with decorative band The building permit plans shall provide a detail for the paver installation, which shall provide a sufficient weed barrier acceptable to the Planning Division
- 14 All homes shall incorporate a 40-year composition shingle roof The 40-year specification shall be identified in building permit drawings
- 15 The applicant shall revise the paint color concept submitted to reflect a three-tone earth-tone paint scheme for each home

Parking Design

- 16 All parking spaces (both interior and exterior) shall provide a 19-foot depth dimension, clear of any obstructions (washers, dryers, furnaces, etc) For exterior (driveway)

parking spaces, a 19-foot long space shall be provided from the back of the existing sidewalk to the garage door face, at all points

- 17 All garage doors shall receive a 24-inch recess (Lots A and C are not shown to provide this recess, which is required)

Landscaping

- 18 All front yard areas associated with the development shall be landscaped, including the area located in the public right-of-way behind the City sidewalk. The applicant shall submit landscape plans, including an irrigation system, for review and approval by the Planning Division. The irrigation system shall be professionally designed and installed, and shall include an automatic timing device.
- 19 Included in the landscape plan shall be an enhancement to both landscape planter strips (between the back of curb and the City sidewalk) associated with the parcel map. This enhancement shall include drought-tolerant landscaping and an establishment irrigation system. Alternatively, the applicant shall install pavers in this area, subject to the approval of the Engineering Division.
- 20 All landscaped areas shall be maintained in a vigorous and healthy condition. Dead and dying plants shall be removed and replaced as necessary.
- 21 The front yard shall be maintained as landscaping and shall not be paved.

B ENGINEERING DIVISION

- 22 Plans submitted for building or grading permit shall show all existing and proposed utilities, on-site and in the street, including water, sanitary sewer, and storm drain mains.
- 23 The applicant shall comply with the applicable requirements of the City of Daly City Standard Details and Specifications.
- 24 The applicant shall include all utility service connections as required, site improvements and all proposed work within the right of way on the building permit plans submittal. Engineering Division approval that this condition has been met shall be required prior to building permit issuance.
- 25 The applicant shall underground the existing overhead utilities in front of the three lots fronting South Parkview Avenue. Provide joint trench drawings depicting the phone, cable, gas and electrical services with clearances between the water service and sewer laterals for each parcel.
- 26 Entire new sidewalk, curb, and gutter shall be constructed fronting the proposed lots on Willits and Parkview in accordance with the City standard specifications prior to each building permit final. Safe pedestrian passage shall be maintained during construction as there is no sidewalk on the north side of South Parkview Avenue.

- 27 An encroachment permit is required prior to any work or underground utilities installation within the public right-of way. The applicant shall provide verification, in writing, that the joint trench design has been reviewed and approved by each utility company.
- 28 Following new utility installation, the applicant shall replace areas of street pavement, sidewalk, curb, and gutter damaged by construction. Such repair shall be per City standard specifications.
- 29 If proposed, all street trees shall be maintained by the building owner in perpetuity, with irrigation tied to and maintained by the private building.
- 30 Disconnect all sewer laterals and water services at the main in the street prior to installation of new services.
- 31 The applicant shall replace the existing sidewalk across the four lot frontages. The improvements shall be ADA compliant to current City Standards.
- 32 Maximum driveway curb cut shall not exceed 14' for a double garage or 8' for a single garage per the City Standard.
- 33 The segment of Parkview Avenue has an existing Pavement Condition Index of 69 (last rated in 2013). Due to the multiple utility street trench cuts it will be necessary to provide a 2 ½" asphalt overlay from the limits of 10 feet in front of the first trench section cut to 10 feet beyond the last trench cut across the three lot development frontage portion. The continuous AC overlay shall be for the entire street width.
- 34 The applicant shall underground all electric/communication services, including adjacent property services as may be necessary to ensure that existing overhead drop services do not traverse the newly created parcels.
- 35 Each lot shall have separate utility connections. Utility services shall not cross property lines between private properties, except within private easements.
- 36 The applicant shall pay applicable City fees for parcel map review and improvement plan review.
- 37 Grading exceeding 50 cubic yards shall require approval of plans and a grading permit. A licensed Civil Engineer shall prepare the grading plans and erosion control plan in conformance with a soil report prepared by a licensed soil engineer or qualified civil engineer in compliance with the NPDES requirements prior to any development on the property.
- 38 Concurrent with each demolition, grading and drainage permit submittal or as a part of the Improvement Plan package, the Applicant shall prepare a dust control plan. The plan shall conform to the City Standards and comply with the requirements of the Bay Area Air Quality Management District (BAAQMD) Best Management Practices for dust control. The Applicant shall post a publicly visible sign with the telephone number and

person to contact regarding dust complaints. The person shall respond and take corrective action within 48 hours.

- 39 The Applicant and/or Contractor shall have a project sign with Project contact information for public concerns such as off-site tracking, dust control, noise complaints, ground shaking and any related construction activities. The complaints and responses shall be logged and copies provided to the City Engineer with action status on a weekly basis.
- 40 Prior to requesting approval for the Final Map, all improvements, including on- and off-site improvements, and all public service and utility facilities required to serve the development, shall be completed by the applicant, or the applicant shall enter into an Subdivision Improvement Agreement with the City to complete the improvements within the time limit specified by the City.
- 41 Provide erosion and storm water pollution plan incorporating the best management practices, including operation and maintenance provisions per the requirements applicable at the time of construction permit application. During the rainy season (September 30 to April 15) submit a revised erosion control plan as necessary.
- 42 The applicant shall submit one set of mylars of the final as-built drawings.
- 43 The applicant shall, through the Engineering Division, contract with the City's third party consultant, to determine the system's ability to serve the project and determine if any collection system improvements are required. All costs associated with the analysis and any necessary collection system improvements required by the analysis shall be borne by the applicant.

C DEPARTMENT OF WATER AND WASTEWATER RESOURCES

- 44 The applicant shall, through the Engineering Division, contract with the City's third party consultant to determine the system's ability to serve the project and determine if any water system improvements are required. All costs associated with the analysis and any necessary water improvements required by the analysis shall be borne by the applicant.
- 45 All existing water services and water and sewer laterals to the property shall be abandoned at the main.
- 46 A water system analysis may be required to determine the requirements necessary to adequately supply the projects domestic and fire needs. The analysis, if required, shall be performed by the city's consultant. All costs associated with the analysis shall be borne by the applicant.
- 47 A sewer capacity study may be required to determine the capacity of the existing system and determine any necessary improvements that may be required as a result of this project. The study shall be performed by the city's consultant. All costs associated with the capacity study shall be borne by the applicant.

48 All costs associated with any sewer system improvements required by the City, shall be borne by the applicant

49 An existing two-inch galvanized water main, under the sidewalk traversing the parcel, will be required to be upsized and extended to a service point of connection that will supply adequate volume and pressure for the residential fire sprinkler system requirements All costs associated with the required improvements will be paid for by the applicant

D NORTH COUNTY FIRE AUTHORITY (FIRE DEPARTMENT)

50 The project shall comply with 2013 CFC Chapter 5, Section 505 1 and 2 as amended by DCMC 15 32 070

51 The project shall comply with hydrant location and spacing per 2013 CFC Appendix C hydrant to be within 250 feet

52 Project shall comply with fire flows per 2013 CFC Appendix B for buildings with fire sprinklers

53 Fire Sprinklers are required per Municipal Code, and 2013 CFC Chapter 9 Section 903

54 The project shall comply with Fire Apparatus Access per 2013 CFC Chapter 5 Fire Service Features, 501 4 for Fire Apparatus Access Roads and Water supply

BE IT FURTHER RESOLVED THAT the City Council adopt the foregoing findings to be considered as an integrated whole whether or not any subdivision of these findings fail to cross-reference or incorporate by reference any other subdivision of these findings, and that any finding required or permitted to be made by this City Council with respect to any particular subject matter shall be deemed made if it appears in any portion of these findings

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 25th day of April, 2016, by the following vote of the members thereof

AYES, and in favor thereof, Councilmembers Buenaventura, Canepa, Christensen
Torres

NOES, Councilmembers None

ABSENT, Councilmembers Guingona



CITY CLERK OF THE CITY OF DALY CITY

APPROVED

SAL TORRES

MAYOR OF THE CITY OF DALY CITY

CITY OF DALY CITY
CHECK REGISTERS
FOR THE MONTH OF MARCH 2018

HANDWRITTEN CHECK - #13245
CANCELLED CHECK - NONE
VOID CHECK - NONE

03/15/2018
CHECKS ISSUED - #366330 TO #366647
CANCELLED CHECK - NONE
VOID CHECK - NONE

03/30/2018
CHECKS ISSUED - #366648 TO #366964
CANCELLED CHECK - NONE
VOID CHECK - NONE

AUDITED *Uhr* FINANCE DIRECTOR

APPROVED _____ CITY MANAGER

APPROVED _____ MAYOR

APPROVED _____ VICE MAYOR

CITY OF DALY CITY
 ACCOUNTS PAYABLE CHECK RUN SUMMARY
 FISCAL YEAR 2017-2018

	MONTH	TOTAL
2017	July	\$ 7,417,449.16
	August	\$ 7,398,769.86
	September	\$ 6,021,399.90
	October	\$ 5,746,495.12
	November	\$ 8,253,585.11
	December	\$ 6,368,115.08
2018	January	\$ 5,522,597.04
	February	\$ 5,328,520.68
	March	\$ 6,410,605.83
	April	
	May	
	June	
	TOTAL	\$ 58,467,537.78

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00013245	1110	UNITED STATES POSTAL S	03/30/18	5,750.00	HW	TR		Hand Written

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

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	0.00	Number of Checks Processed:	0
Total Hand Written	5,750.00	Number of Checks Processed:	1
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0
G R A N D T O T A L	5,750.00		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00366330	46218R	24/7 ROOTER & PLUMBING SERVIC	03/15/18	10,000.00	MW	OH		
AP00366331	44401	3DECALS LLC	03/15/18	520.00	MW	OH		
AP00366332	25269	A 1 MILMAC INC	03/15/18	462.41	MW	OH		
AP00366333	34666	AD BRAKES	03/15/18	925.96	MW	OH		
AP00366334	5034	ADAMSON POLICE PRODUCTS	03/15/18	759.08	MW	OH		
AP00366335	40735R	ADVANTAGE ROOFING COMPANY	03/15/18	3,850.00	MW	OH		
AP00366336	13854	AECO SYSTEMS INC	03/15/18	650.77	MW	OH		
AP00366337	53496R	AGELOPOULOS, JOHN	03/15/18	8,917.89	MW	OH		
AP00366338	29880	AIRGAS USA LLC	03/15/18	385.46	MW	OH		
AP00366339	1465	ALBERTSONS SAFEWAY	03/15/18	736.87	MW	OH		
AP00366340	1025	ALHAMBRA	03/15/18	330.07	MW	OH		
AP00366341	53497	ALICE TRAINING INSTITUTE LLC	03/15/18	4,760.00	MW	OH		
AP00366342	49642	ALL CITY MANAGEMENT SERVICES	03/15/18	15,114.05	MW	OH		
AP00366343	37095	ALL INDUSTRIAL ELECTRIC SUPPL	03/15/18	26.13	MW	OH		
AP00366344	46656	ALL SHORES SEAFOOD	03/15/18	5,057.50	MW	OH		
AP00366345	7941	ALLIANT INSURANCE SERVICES IN	03/15/18	18,090.91	MW	OH		
AP00366346	18401	ALLIED ELECTRONICS INC	03/15/18	460.65	MW	OH		
AP00366347	22544	ALLSTAR FIRE EQUIPMENT INC	03/15/18	569,507.44	MW	OH		
AP00366348	39355	ALTA LANGUAGE SERVICES INC	03/15/18	124.00	MW	OH		
AP00366349	22125	ALTEC INDUSTRIES INC	03/15/18	85.29	MW	OH		
AP00366350	53498R	ALVIN, COREY	03/15/18	165.15	MW	OH		
AP00366351	2083	AMERICA COPY & PRINTING CO	03/15/18	836.53	MW	OH		
AP00366352	45439JREN	AMERICAN MEDICAL RESPONSE	03/15/18	1,021.00	MW	OH		
AP00366353	38846	AMERICAN MESSAGING	03/15/18	26.06	MW	OH		
AP00366354	27427	AMERICAN TEXTILE & SUPPLY INC	03/15/18	513.84	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
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AP00366355	14988	AMERICAN TOWER CORPORATION	03/15/18	7,161.31	MW	OH		
AP00366356	23649	AMERICAN TRUCK & TRAILER BODY	03/15/18	133.39	MW	OH		
AP00366357	35696	AMERIPRIDE	03/15/18	1,010.23	MW	OH		
AP00366358	48649R	ANTEA GROUP INC USA	03/15/18	37,000.00	MW	OH		
AP00366359	46585	ANTHEM BLUE CROSS	03/15/18	180.70	MW	OH		
AP00366360	46585	ANTHEM BLUE CROSS	03/15/18	193.60	MW	OH		
AP00366361	20925	AQUARIUS ENTERPRISES INC	03/15/18	3,558.00	MW	OH		
AP00366362	1259	ARAMARK UNIFORM SERVICES INC	03/15/18	344.32	MW	OH		
AP00366363	6314	ARNOTT, SANDIE	03/15/18	17,330.34	MW	OH		
AP00366364	22551	ASBURY ENVIRONMENTAL SERVICES	03/15/18	55.00	MW	OH		
AP00366365	1101	AT&T	03/15/18	256.89	MW	OH		
AP00366366	47003	AT&T	03/15/18	70.00	MW	OH		
AP00366367	6413	AT&T	03/15/18	13,589.66	MW	OH		
AP00366368	44506R	ATLAS PLUMBING AND ROOFER INC	03/15/18	2,000.00	MW	OH		
AP00366369	44765	B T MANCINI COMPANY INC	03/15/18	140.00	MW	OH		
AP00366370	2495	BARKER BLUE DIGITAL IMAGING	03/15/18	174.36	MW	OH		
AP00366371	10486	BAUMAN LANDSCAPE AND CONSTRUC	03/15/18	14,284.20	MW	OH		
AP00366372	23411	BAY CITY SCALE INC	03/15/18	820.52	MW	OH		
AP00366373	53499R	BENITEZ, NORMA	03/15/18	250.00	MW	OH		
AP00366374	35853	BIANCHI TRAFFIC SAFETY SERVIC	03/15/18	300.00	MW	OH		
AP00366375	49668	BIG BELLY SOLAR INC	03/15/18	528.37	MW	OH		
AP00366376	47955	BIG RED PRINT SOLUTIONS LLC	03/15/18	448.86	MW	OH		
AP00366377	19200	BIRITE FOODSERVICE DISTRIBUTO	03/15/18	3,758.38	MW	OH		
AP00366378	22205	BLACKSTONE PUBLISHING	03/15/18	50.00	MW	OH		
AP00366379	45876	BOB MURRAY & ASSOCIATES	03/15/18	10,000.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
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AP00366380	33239	BOUND TREE MEDICAL LLC	03/15/18	627.28	MW	OH	
AP00366381	53500	BRIOTIX LP	03/15/18	562.50	MW	OH	
AP00366382	3349	BROADMOOR LANDSCAPE SUPPLY	03/15/18	392.77	MW	OH	
AP00366383	3064	BROWN & CALDWELL INC	03/15/18	37,790.72	MW	OH	
AP00366384	4709	BSN SPORTS LLC	03/15/18	213.75	MW	OH	
AP00366385	21159	BUCKLES SMITH ELECTRIC CO	03/15/18	183,659.28	MW	OH	
AP00366386	36927	CALCON SYSTEMS INC	03/15/18	8,822.00	MW	OH	
AP00366387	1196	CALIFORNIA WATER SERVICE COMP	03/15/18	392.38	MW	OH	
AP00366388	17888	CARL WARREN & COMPANY INC	03/15/18	1,152.40	MW	OH	
AP00366389	51347	CART AWAY CONCRETE SYSTEMS IN	03/15/18	777.50	MW	OH	
AP00366390	53501R	CASTRO, ADRIANNA	03/15/18	250.00	MW	OH	
AP00366391	28636	CDW GOVERNMENT INC	03/15/18	23,049.13	MW	OH	
AP00366392	2930	CED CONTRACTORS SF	03/15/18	3,401.01	MW	OH	
AP00366393	24769	CENTER POINT LARGE PRINT	03/15/18	66.75	MW	OH	
AP00366394	10299JPA	CENTRAL COUNTY FIRE DEPARTMEN	03/15/18	22,956.00	MW	OH	
AP00366395	3893	CERTIFIED LABORATORIES	03/15/18	926.11	MW	OH	
AP00366396	48727	CINTAS CORPORATION	03/15/18	654.27	MW	OH	
AP00366397	3678	CINTAS CORPORATION #464	03/15/18	3,259.95	MW	OH	
AP00366398	14786	CIR	03/15/18	1,673.94	MW	OH	
AP00366399	29784R	CITY & COUNTY OF SAN FRANCISC	03/15/18	5,587.57	MW	OH	
AP00366400	46465JPA	CITY OF BELMONT	03/15/18	5,621.00	MW	OH	
AP00366401	6649JPA	CITY OF BRISBANE	03/15/18	3,481.00	MW	OH	
AP00366402	25602	CITY OF DALY CITY	03/15/18	77,612.92	MW	OH	
AP00366403	43155JPA	CITY OF DALY CITY	03/15/18	14,320.00	MW	OH	
AP00366404	5342JPA	CITY OF FOSTER CITY	03/15/18	6,126.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
=====	=====	=====	=====	=====	=====	=====	=====	=====
AP00366405	6034JPA	CITY OF PACIFICA	03/15/18	5,178.00	MW	OH		
AP00366406	1423	CITY OF REDWOOD CITY	03/15/18	300.00	MW	OH		
AP00366407	6579JPA	CITY OF REDWOOD CITY	03/15/18	11,045.00	MW	OH		
AP00366408	20562JPA	CITY OF SAN BRUNO	03/15/18	3,934.00	MW	OH		
AP00366409	46083JPA	CITY OF SAN CARLOS	03/15/18	8,235.00	MW	OH		
AP00366410	25816JPA	CITY OF SAN MATEO	03/15/18	15,845.00	MW	OH		
AP00366411	24868	CLARK SECURITY PRODUCTS INC	03/15/18	1,667.87	MW	OH		
AP00366412	51061	CLEAN VENT INC	03/15/18	1,345.00	MW	OH		
AP00366413	18465	CLEARLITE TROPHIES	03/15/18	349.60	MW	OH		
AP00366414	44675JPA	CLIA LABORATORY PROGRAM	03/15/18	150.00	MW	OH		
AP00366415	25819JPA	COLMA FIRE PROTECTION DISTRICT	03/15/18	3,083.00	MW	OH		
AP00366416	34153	COMCAST	03/15/18	14.08	MW	OH		
AP00366417	47244	COMCAST	03/15/18	90.26	MW	OH		
AP00366418	48645	COMCAST	03/15/18	99.83	MW	OH		
AP00366419	49446	COMCAST	03/15/18	106.16	MW	OH		
AP00366420	51634	COMCAST	03/15/18	69.95	MW	OH		
AP00366421	51804	COMCAST	03/15/18	303.07	MW	OH		
AP00366422	52453	COMCAST	03/15/18	111.16	MW	OH		
AP00366423	12578	COMPLETE LINEN SERVICE INC	03/15/18	64.56	MW	OH		
AP00366424	43913	COOK AND ASSOCIATES	03/15/18	275.00	MW	OH		
AP00366425	30109	CORELOGIC SOLUTIONS LLC	03/15/18	207.71	MW	OH		
AP00366426	43716R	CORPUZ, TERESITA L	03/15/18	495.69	MW	OH		
AP00366427	11249	CPRS	03/15/18	2,540.00	MW	OH		
AP00366428	1053	CPS HR CONSULTING	03/15/18	1,328.25	MW	OH		
AP00366429	42324	CRIME SCENE CLEANERS INC	03/15/18	70.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00366430	48323	CRYSTAL CREAMERY	03/15/18	384.60	MW	OH		
AP00366431	49218	CSAA INSURANCE EXCHANGE	03/15/18	7,512.41	MW	OH		
AP00366432	28906	CSG CONSULTANTS INC	03/15/18	6,177.50	MW	OH		
AP00366433	1836	DAILY JOURNAL CORPORATION	03/15/18	94.60	MW	OH		
AP00366434	53502R	DALANGIN, CZARENE	03/15/18	500.00	MW	OH		
AP00366435	1793	DALY CITY TOOL MART	03/15/18	607.22	MW	OH		
AP00366436	37164	DARLING INGREDIENTS INC	03/15/18	177.21	MW	OH		
AP00366437	1510	DEMCO SUPPLY INC	03/15/18	230.27	MW	OH		
AP00366438	16723	DEPARTMENT OF HOUSING & COMMU	03/15/18	1,675.00	MW	OH		
AP00366439	46826	DIRECTV LLC	03/15/18	43.24	MW	OH		
AP00366440	21680	DKS ASSOCIATES INC	03/15/18	2,528.70	MW	OH		
AP00366441	51366	DOG WASTE DEPOT	03/15/18	384.94	MW	OH		
AP00366442	52466R	DOLAN, PATRICK	03/15/18	2,791.90	MW	OH		
AP00366443	49596R	DOUGLAS, KAREN	03/15/18	615.54	MW	OH		
AP00366444	30629LAW	DOWNEY BRAND ATTORNEYS LLP	03/15/18	2,991.07	MW	OH		
AP00366445	51175	DPREP INC	03/15/18	292.00	MW	OH		
AP00366446	1061	DUNN EDWARDS CORPORATION	03/15/18	705.30	MW	OH		
AP00366447	53405	DUQUE, EDDIE	03/15/18	7,500.00	MW	OH		
AP00366448	40541R	EHB CONSTRUCTION	03/15/18	515.00	MW	OH		
AP00366449	40007	EMLAB P&K LLC	03/15/18	569.10	MW	OH		
AP00366450	G-RUIZ	EMPLOYMENT DEVELOPMENT DEPART	03/15/18	606.06	MW	OH		
AP00366451	42544	FARMER BROTHERS COFFEE	03/15/18	451.53	MW	OH		
AP00366452	36077	FASTENAL COMPANY	03/15/18	1,359.11	MW	OH		
AP00366453	1383	FEDEX	03/15/18	68.43	MW	OH		
AP00366454	52678	FERGUSON GROUP LLC, THE	03/15/18	7,500.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
=====	=====	=====	=====	=====	=====	=====	=====	=====
AP00366455	51955	FERGUSON WELDING SERVICE INC	03/15/18	1,650.00	MW	OH		
AP00366456	53503R	FINNEY, EMILY A	03/15/18	100.00	MW	OH		
AP00366457	19787	FIRST CHOICE COFFEE SERVICES	03/15/18	548.69	MW	CH		
AP00366458	11813	FOLGER GRAPHICS	03/15/18	1,598.63	MW	OH		
AP00366459	G-HOLMES	FRANCHISE TAX BOARD	03/15/18	200.00	MW	CH		
AP00366460	G-RUIZABRAHA	FRANCHISE TAX BOARD	03/15/18	175.57	MW	CH		
AP00366461	49301	FRANK AND GROSSMAN	03/15/18	140.00	MW	CH		
AP00366462	1282	FRED PRYOR SEMINARS	03/15/18	598.00	MW	CH		
AP00366463	52098	FRONTLINE ENERGY SERVICES	03/15/18	2,234.00	MW	CH		
AP00366464	48009	GALE CENGAGE LEARNING	03/15/18	66.97	MW	CH		
AP00366465	53504R	GAMEZ, ALFREDO	03/15/18	250.00	MW	CH		
AP00366466	53506R	GIANTS CONSTRUCTION	03/15/18	2,988.01	MW	CH		
AP00366467	34864	GOLDEN STATE FLOW MEASUREMENT	03/15/18	152.00	MW	CH		
AP00366468	53505R	GOMEZ GUERRERO, JORGE ARTURO	03/15/18	233.33	MW	CH		
AP00366469	53507R	GONZALEZ, JESUS	03/15/18	33.00	MW	CH		
AP00366470	30509	GOODYEAR COMMERCIAL TIRE & SE	03/15/18	1,165.80	MW	OH		
AP00366471	31925	GOVCONNECTION INC	03/15/18	74.96	MW	CH		
AP00366472	47692	GOVERNMENT FINANCE RESEARCH G	03/15/18	2,995.00	MW	CH		
AP00366473	52777	GOVERNMENT STAFFING SERVICES	03/15/18	10,832.00	MW	CH		
AP00366474	1754	GRAINGER INC	03/15/18	2,310.89	MW	CH		
AP00366475	36985	GRAND INDUSTRIES INC	03/15/18	111,088.90	MW	OH		
AP00366476	1571	GRANITEROCK	03/15/18	617.67	MW	OH		
AP00366477	29425	GRAPHTECH GRAPHICS	03/15/18	195.75	MW	OH		
AP00366478	30894	GRM	03/15/18	376.42	MW	OH		
AP00366479	53508R	GUO, KAI	03/15/18	575.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00366480	2223	HACH COMPANY	03/15/18	287.85	MW	OH	
AP00366481	3702	HARRINGTON INDUSTRIAL PLASTIC	03/15/18	618.01	MW	OH	
AP00366482	17021	HF&H CONSULTANTS LLC	03/15/18	2,025.00	MW	OH	
AP00366483	53461R	HHDC	03/15/18	51,779.00	MW	OH	
AP00366484	9049	HI TECH EVS INC	03/15/18	597.29	MW	OH	
AP00366485	53509R	HIDDEN HYPE BOUTIQUE	03/15/18	2,282.00	MW	OH	
AP00366486	53510R	HIGH SPEED PRODUCTIONS	03/15/18	800.00	MW	OH	
AP00366487	15857	HOME DEPOT CREDIT SERVICES	03/15/18	7,788.15	MW	OH	
AP00366488	39941R	HOME DEPOT, THE	03/15/18	967.61	MW	OH	
AP00366489	49026	HOME MAID RAVIOLI CO INC	03/15/18	109.50	MW	OH	
AP00366490	41818	HUNTINGTON COURT REPORTERS	03/15/18	193.76	MW	OH	
AP00366491	37608R	IGNACIO JR, ANGELO	03/15/18	271.28	MW	OH	
AP00366492	48933	INFOSEND INC	03/15/18	6,487.53	MW	OH	
AP00366493	31781	INNOVATIVE CLAIM SOLUTIONS	03/15/18	13,500.00	MW	OH	
AP00366494	48171	INNOVATIVE CONSTRUCTION & DES	03/15/18	47,550.00	MW	OH	
AP00366495	14932	INTERSTATE BATTERY SYSTEM OF	03/15/18	192.75	MW	OH	
AP00366496	14932	INTERSTATE BATTERY SYSTEM OF	03/15/18	23.87	MW	OH	
AP00366497	47829	ITERIS INC	03/15/18	3,970.00	MW	OH	
AP00366498	15006R	IZMIRIAN ROOFING	03/15/18	275.00	MW	OH	
AP00366499	52909R	JACOBS, RICHARD	03/15/18	153.06	MW	OH	
AP00366500	53511R	JAMBER PROPERTIES	03/15/18	5,066.62	MW	OH	
AP00366501	47574LAW	JAY RESENDEZ ATTORNEY AT LAW	03/15/18	1,461.50	MW	OH	
AP00366502	20045	JC PAPER	03/15/18	2,557.83	MW	OH	
AP00366503	53512R	JOHNSON, COLIN	03/15/18	119.00	MW	OH	
AP00366504	7901	K 119 OF CALIFORNIA INC	03/15/18	19.85	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
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AP00366505	39220	KELLER CENTER, THE	03/15/18	459.00	MW	OH		
AP00366506	29633	KELLY MOORE PAINT COMPANY INC	03/15/18	149.07	MW	OH		
AP00366507	44377R	KEVIN FENNELLY CONSTRUCTION	03/15/18	875.00	MW	OH		
AP00366508	51508	KEYSTONE PLASTICS INC	03/15/18	1,665.23	MW	OH		
AP00366509	39604	KIMBALL MIDWEST	03/15/18	135.83	MW	OH		
AP00366510	45574R	KINGDOM PIPELINES INC	03/15/18	3,500.00	MW	OH		
AP00366511	33914	KOFFLER ELECTRICAL MECHANICAL	03/15/18	4,453.69	MW	OH		
AP00366512	36720	KONECRANES INC	03/15/18	2,268.38	MW	OH		
AP00366513	48573	KOSMONT COMPANIES	03/15/18	2,040.44	MW	OH		
AP00366514	31870R	KRAUSS, GREG	03/15/18	104.35	MW	OH		
AP00366515	1108	L N CURTIS AND SONS	03/15/18	815.61	MW	OH		
AP00366516	52292R	LANDMARK MODERNIZATION CONTRA	03/15/18	2,500.00	MW	OH		
AP00366517	13776	LANGUAGE LINE SERVICES	03/15/18	94.22	MW	OH		
AP00366518	51315R	LAUDERDALE, SHANE	03/15/18	30,155.63	MW	OH		
AP00366519	1148	LAWSON PRODUCTS INC	03/15/18	20.59	MW	OH		
AP00366520	33497	LEGACY MECHANICAL & ENERGY SE	03/15/18	6,834.08	MW	OH		
AP00366521	29332	LORAL LANDSCAPING	03/15/18	15,957.00	MW	OH		
AP00366522	53513R	LOUIE, LILY	03/15/18	500.00	MW	OH		
AP00366523	53514R	MA, HERBERT	03/15/18	500.00	MW	OH		
AP00366524	53515R	MACAY, KARINA	03/15/18	250.00	MW	OH		
AP00366525	53516R	MAGAT, RODNEL	03/15/18	301.14	MW	OH		
AP00366526	52882	MAINTENANCE SYSTEMS MANAGEMEN	03/15/18	4,720.00	MW	OH		
AP00366527	27066	MANAGED HEALTH NETWORK	03/15/18	1,857.60	MW	OH		
AP00366528	15393	MCMASTER CARR	03/15/18	495.45	MW	OH		
AP00366529	25805JPA	MENLO PARK FIRE PROTECTION DI	03/15/18	20,337.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00366530	23949	METRO MOBILE COMMUNICATIONS	03/15/18	1,545.00	MW	OH	
AP00366531	49436REN	MKD CEDAR HILL LLC	03/15/18	5,348.25	MW	OH	
AP00366532	49476R	MOALA, JOSHUA	03/15/18	1,699.30	MW	OH	
AP00366533	53517R	MOBILITIE	03/15/18	1,500.00	MW	OH	
AP00366534	48662	MODULAR SPACE CORPORATION	03/15/18	357.22	MW	OH	
AP00366535	16642	MONTEREY MECHANICAL CO INC	03/15/18	13,725.00	MW	OH	
AP00366536	15396	MOSS RUBBER & EQUIPMENT CORP	03/15/18	72.28	MW	OH	
AP00366537	39868R	MR ROOFING INC	03/15/18	550.00	MW	OH	
AP00366538	46655	MSC INDUSTRIAL SUPPLY CO	03/15/18	200.23	MW	OH	
AP00366539	53443R	MUJICA, JOHANN R	03/15/18	110.00	MW	OH	
AP00366540	15210	MUNICIPAL MAINTENANCE EQUIPME	03/15/18	1,899.20	MW	OH	
AP00366541	35339	MYERS, RON D	03/15/18	75,881.20	MW	OH	
AP00366542	20117	NATIONAL CONSTRUCTION RENTALS	03/15/18	2,984.37	MW	OH	
AP00366543	3420	NEWARK ELEMENT14	03/15/18	507.66	MW	OH	
AP00366544	46852	NEWEGG BUSINESS INC	03/15/18	1,310.44	MW	OH	
AP00366545	52422	NICHOLS CONSULTING ENGINEERS	03/15/18	595.00	MW	OH	
AP00366546	25761	NORTHERN SAFETY CO INC	03/15/18	69.97	MW	OH	
AP00366547	40765RJPA	ODLE, JOHN	03/15/18	77.26	MW	OH	
AP00366548	1055	OFFICE DEPOT	03/15/18	1,672.49	MW	OH	
AP00366549	15337	OFFICE DEPOT	03/15/18	370.52	MW	OH	
AP00366550	42500	OFFICE DEPOT	03/15/18	2,524.09	MW	OH	
AP00366551	53518R	ORTEGA, MARISOL	03/15/18	250.00	MW	OH	
AP00366552	4918	OTIS ELEVATOR COMPANY	03/15/18	851.12	MW	OH	
AP00366553	42838	PACE SUPPLY CORP	03/15/18	101.99	MW	OH	
AP00366554	1216	PACIFIC GAS & ELECTRIC	03/15/18	1,902.81	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00366555	40960	PACIFIC MATERIAL HANDLING SOL	03/15/18	248.56	MW	OH		
AP00366556	29252	PACIFIC PRODUCE INC	03/15/18	458.50	MW	OH		
AP00366557	21767R	PANIQUENIANS USA INC, THE	03/15/18	250.00	MW	OH		
AP00366558	38239	PAPE MACHINERY INC	03/15/18	664.71	MW	OH		
AP00366559	53495	PAVEMENT ENGINEERING INC	03/15/18	8,727.50	MW	OH		
AP00366560	20794	PELCO SALES & SERVICE INC	03/15/18	258.35	MW	OH		
AP00366561	49521R	PEREUR, ANTHONY	03/15/18	114.66	MW	OH		
AP00366562	52220R	PEREZ, ADRIANA	03/15/18	250.00	MW	OH		
AP00366563	19678	PERS LONG TERM CARE PROGRAM	03/15/18	883.00	MW	OH		
AP00366564	51799	PET FOOD EXPRESS	03/15/18	407.05	MW	OH		
AP00366565	37921R	PETERSEN, MATTHEW	03/15/18	1,307.23	MW	OH		
AP00366566	47044	PETERSON TRUCKS INC	03/15/18	50.14	MW	OH		
AP00366567	31384	PFEIFER, JAMES	03/15/18	1,840.00	MW	OH		
AP00366568	32428R	PICCOLOTTI, THOMAS	03/15/18	262.60	MW	OH		
AP00366569	47186	PIRTEK SFO	03/15/18	816.82	MW	OH		
AP00366570	25817JPA	POINT MONTARA HALF MOON BAY F	03/15/18	10,149.00	MW	OH		
AP00366571	36106	POLYDYNE INC	03/15/18	24,312.15	MW	OH		
AP00366572	16440	PRAXAIR DISTRIBUTION INC	03/15/18	72.46	MW	OH		
AP00366573	14431	PRAXAIR INC	03/15/18	2,594.78	MW	OH		
AP00366574	39043	PRO FORCE LAW ENFORCEMENT	03/15/18	4,407.04	MW	OH		
AP00366575	18773	PRUDDEN, THOMAS	03/15/18	158.48	MW	OH		
AP00366576	50763	QUINN'S UNIFORMS	03/15/18	153.23	MW	OH		
AP00366577	1115	R & B COMPANY	03/15/18	5,437.75	MW	OH		
AP00366578	27398	R & S ERECTION NORTH PENINSUL	03/15/18	202.00	MW	OH		
AP00366579	14449	R & S ERECTION OF SAN MATEO	03/15/18	1,750.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00366580	12539	R A METAL PRODUCTS INC	03/15/18	3,451.33	MW	OH	
AP00366581	41727R	RAMOS, LEILANI	03/15/18	125.35	MW	OH	
AP00366582	50803	READYREFRESH BY NESTLE	03/15/18	66.58	MW	OH	
AP00366583	2439	RECORDED BOOKS INC	03/15/18	80.69	MW	OH	
AP00366584	1687	RED WING SHOE STORE	03/15/18	1,540.74	MW	OH	
AP00366585	53519R	REGENCY CENTERS CORPORATION	03/15/18	151,478.25	MW	OH	
AP00366586	51834	REPORTING SYSTEMS INC	03/15/18	643.58	MW	OH	
AP00366587	1200	REPUBLIC SERVICES OF NORTH AM	03/15/18	1,083,719.63	MW	OH	
AP00366588	51931	ROADPOST USA INC	03/15/18	540.45	MW	OH	
AP00366589	53520R	ROBLEDO MADARAZO, JOANNA	03/15/18	100.00	MW	OH	
AP00366590	4695	S F BAY AREA RAPID TRANSIT DI	03/15/18	5,985.00	MW	OH	
AP00366591	52843R	S F UNDERGROUND	03/15/18	2,000.00	MW	OH	
AP00366592	1087	SAFETY KLEEN SYSTEMS INC	03/15/18	647.47	MW	OH	
AP00366593	1109	SAN FRANCISCO PUBLIC	03/15/18	551,910.83	MW	OH	
AP00366594	12544	SAN MATEO COUNTY CONTROLLERS	03/15/18	113,950.40	MW	OH	
AP00366595	43158JPA	SAN MATEO COUNTY FIRE COUNTY	03/15/18	16,765.00	MW	OH	
AP00366596	28572	SAN MATEO COUNTY MOSQUITO AND	03/15/18	1,025.94	MW	OH	
AP00366597	1790	SAN MATEO COUNTY TRANSIT DIST	03/15/18	19,890.24	MW	OH	
AP00366598	9666	SAN MATEO LAWN MOWER SHOP	03/15/18	134.90	MW	OH	
AP00366599	49441	SC FUELS	03/15/18	2,069.44	MW	OH	
AP00366600	6137	SCOTT BUSCHMAN PHOTOGRAPHY	03/15/18	228.38	MW	OH	
AP00366601	37749	SEALIFE AQUARIUM MAINTENANCE	03/15/18	120.00	MW	OH	
AP00366602	28766	SENSUS USA INC	03/15/18	368.76	MW	OH	
AP00366603	1111	SF - WATER	03/15/18	578,993.44	MW	OH	
AP00366604	49695	SHRED IT USA	03/15/18	207.77	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
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AP00366605	52666	SHRED WORKS INC	03/15/18	28.00	MW	OH		
AP00366606	53521R	SISON, BENJAMIN	03/15/18	168.76	MW	OH		
AP00366607	32237	SMART & FINAL STORES LLC	03/15/18	813.46	MW	OH		
AP00366608	18862R	SMELLY MELS PLUMBING INC	03/15/18	2,000.00	MW	OH		
AP00366609	46351	SPECIAL SERVICES GROUP LLC	03/15/18	1,920.00	MW	OH		
AP00366610	51670R	ST CIN, ASHLEY	03/15/18	115.00	MW	OH		
AP00366611	50423R	STATE FARM MUTUAL AUTOMOBILE	03/15/18	8,992.41	MW	OH		
AP00366612	48110	STATEWIDE TRAFFIC SAFETY AND	03/15/18	504.80	MW	OH		
AP00366613	52535R	SUAREZ, JOJO	03/15/18	209.02	MW	OH		
AP00366614	18334	SUPERION LLC	03/15/18	426.67	MW	OH		
AP00366615	50360	SUPPLYWORKS	03/15/18	1,114.43	MW	OH		
AP00366616	51439	SWEET DELIGHT BAKERY	03/15/18	868.00	MW	OH		
AP00366617	29237	SYNAGRO WEST LLC	03/15/18	18,756.85	MW	OH		
AP00366618	16085	TLC ADMINISTRATORS	03/15/18	220.00	MW	OH		
AP00366619	51119R	TUALAULELEI, JEREL	03/15/18	2,791.90	MW	OH		
AP00366620	37637	ULINE INC	03/15/18	304.55	MW	OH		
AP00366621	31745	UNITED SITE SERVICES OF CALIF	03/15/18	170.52	MW	OH		
AP00366622	50490	UNITEDHEALTHCARE INSURANCE CO	03/15/18	298.37	MW	OH		
AP00366623	32209	UNIVAR USA INC	03/15/18	1,952.00	MW	OH		
AP00366624	3904	UPS	03/15/18	458.05	MW	OH		
AP00366625	46998	UTILITY TELECOM GROUP LLC	03/15/18	1,493.82	MW	OH		
AP00366626	47099JPA	UTILITY TELECOM GROUP LLC	03/15/18	5,396.71	MW	OH		
AP00366627	5661	VALS RESTAURANT & LOUNGE	03/15/18	604.15	MW	OH		
AP00366628	53522R	VELA, ROBERT	03/15/18	516.00	MW	OH		
AP00366629	3376	VERITIV OPERATING COMPANY	03/15/18	1,316.34	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00366630	53523R	VIDAURRE, EDWIN	03/15/18	250.00	MW	OH	
AP00366631	53524R	VILLAGRACIA, MARITES	03/15/18	250.00	MW	OH	
AP00366632	1579	VWR INTERNATIONAL LLC	03/15/18	600.43	MW	OH	
AP00366633	36355	WASTEWATER SOLUTIONS INC	03/15/18	4,125.00	MW	OH	
AP00366634	50485	WAVE BROADBAND	03/15/18	1,587.75	MW	OH	
AP00366635	53525R	WEI, GUIZHEN	03/15/18	1,025.00	MW	OH	
AP00366636	49085	WEST COAST ARBORISTS INC	03/15/18	7,467.00	MW	OH	
AP00366637	29517	WEST LITE SUPPLY COMPANY INC	03/15/18	3,203.07	MW	OH	
AP00366638	36888	WESTERN TRUCK FABRICATION INC	03/15/18	22,553.63	MW	OH	
AP00366639	29157	WILEY X INC	03/15/18	1,754.15	MW	OH	
AP00366640	18388JPA	WOODSIDE FIRE PROTECTION DIST	03/15/18	11,485.00	MW	OH	
AP00366641	49017R	WOOLERY, PETER	03/15/18	200.00	MW	OH	
AP00366642	51563	WORXTIME	03/15/18	1,446.00	MW	OH	
AP00366643	53526R	XIE, QI HUA	03/15/18	500.00	MW	OH	
AP00366644	34537	YAMAMURA, JAIME	03/15/18	735.00	MW	OH	
AP00366645	53527R	YEE, HENRY AND ALMA	03/15/18	4,413.99	MW	OH	
AP00366646	46308R	YES CONSTRUCTION	03/15/18	1,775.00	MW	OH	
AP00366647	53528R	ZAMORA, JESSICA	03/15/18	250.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
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		G R A N D T O T A L S:						
		Total Void Machine Written		0.00		Number of Checks Processed:		0
		Total Void Hand Written		0.00		Number of Checks Processed:		0
		Total Machine Written		4,558,794.11		Number of Checks Processed:		318
		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		4,558,794.11				

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00366648	46218R	24/7 ROOTER & PLUMBING SERVIC	03/30/18	2,000.00	MW	OH		
AP00366649	49453R	ABOVE ALL ROOFING SOLUTIONS I	03/30/18	1,489.76	MW	OH		
AP00366650	34666	AD BRAKES	03/30/18	526.44	MW	OH		
AP00366651	1514	ADAM HILL COMPANY, THE	03/30/18	26.37	MW	OH		
AP00366652	13854	AECO SYSTEMS INC	03/30/18	371.91	MW	OH		
AP00366653	15226	AFSCME LOCAL 919	03/30/18	3,515.52	MW	OH		
AP00366654	29880	AIRGAS USA LLC	03/30/18	101.51	MW	OH		
AP00366655	51686	ALDRAN CHEMICAL INC	03/30/18	227.71	MW	OH		
AP00366656	14004	ALERT PEST CONTROL COMPANY IN	03/30/18	6,493.10	MW	OH		
AP00366657	44294R	ALEXANDER COMPANY	03/30/18	748.28	MW	OH		
AP00366658	1025	ALHAMBRA	03/30/18	30.98	MW	OH		
AP00366659	49642	ALL CITY MANAGEMENT SERVICES	03/30/18	9,869.13	MW	OH		
AP00366660	37095	ALL INDUSTRIAL ELECTRIC SUPPL	03/30/18	2,297.38	MW	OH		
AP00366661	37116	ALPHA ANALYTICAL LABORATORIES	03/30/18	11,398.60	MW	OH		
AP00366662	22125	ALTEC INDUSTRIES INC	03/30/18	619.50	MW	OH		
AP00366663	40755	AMAZON	03/30/18	2,840.74	MW	OH		
AP00366664	23649	AMERICAN TRUCK & TRAILER BODY	03/30/18	368.91	MW	OH		
AP00366665	42310	AMERINAT	03/30/18	359.30	MW	OH		
AP00366666	35696	AMERIPRIDE	03/30/18	814.31	MW	OH		
AP00366667	15969R	ANGELES, RICARDO	03/30/18	65.00	MW	OH		
AP00366668	52483	APEX LIFE SCIENCES LLC	03/30/18	3,638.26	MW	OH		
AP00366669	34182	ARTEX GROUP INC	03/30/18	412.82	MW	OH		
AP00366670	47007	ARTHUR J GALLAGHER & COMPANY	03/30/18	531.00	MW	OH		
AP00366671	32577	AT&T	03/30/18	12,333.00	MW	OH		
AP00366672	6413	AT&T	03/30/18	4,742.61	MW	OH		

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AP00366673	44649	ATLAS COPCO COMPRESSORS LLC	03/30/18	528.00	MW	OH		
AP00366674	48722R	AU ENERGY LLC	03/30/18	972.56	MW	OH		
AP00366675	29643	AUTO COLLISION CENTER	03/30/18	4,056.32	MW	OH		
AP00366676	53260	AXON ENTERPRISE INC	03/30/18	1,326.76	MW	OH		
AP00366677	53535R	B M LYNN PAINTING INC	03/30/18	500.00	MW	OH		
AP00366678	1232	BAKER & TAYLOR COMPANY INC	03/30/18	10,357.66	MW	OH		
AP00366679	19028	BAKER & TAYLOR ENTERTAINMENT	03/30/18	146.64	MW	OH		
AP00366680	53536R	BARBOSA, ERICA	03/30/18	250.00	MW	OH		
AP00366681	49645	BAXTERS FRAME WORKS	03/30/18	27.75	MW	OH		
AP00366682	7950	BAY AREA AIR QUALITY MANAGEME	03/30/18	5,136.00	MW	OH		
AP00366683	19892	BAY AREA PAVING COMPANY INC	03/30/18	1,000.00	MW	OH		
AP00366684	1562	BAY AREA WATER SUPPLY & CONSE	03/30/18	3,270.00	MW	OH		
AP00366685	8796	BAY CITY BOILER & ENGINEERING	03/30/18	8,770.00	MW	OH		
AP00366686	34698	BAYSHORE METALS	03/30/18	484.24	MW	OH		
AP00366687	53537R	BENDO, NOEMI	03/30/18	250.00	MW	OH		
AP00366688	27889R	BENSON, ROMEO	03/30/18	434.53	MW	OH		
AP00366689	38585	BFI OF CALIFORNIA INC	03/30/18	1,731.25	MW	OH		
AP00366690	35853	BIANCHI TRAFFIC SAFETY SERVIC	03/30/18	350.00	MW	OH		
AP00366691	49668	BIG BELLY SOLAR INC	03/30/18	38.53	MW	OH		
AP00366692	47955	BIG RED PRINT SOLUTIONS LLC	03/30/18	171.02	MW	OH		
AP00366693	19200	BIRITE FOODSERVICE DISTRIBUTO	03/30/18	2,780.40	MW	OH		
AP00366694	22205	BLACKSTONE PUBLISHING	03/30/18	147.99	MW	OH		
AP00366695	51296	BLUE LINE TRANSFER INC	03/30/18	57.00	MW	OH		
AP00366696	45876	BOB MURRAY & ASSOCIATES	03/30/18	6,500.00	MW	OH		
AP00366697	53538R	BOLOTIN, MAXIM	03/30/18	848.00	MW	OH		

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AP00366698	53539R	BONES, DELCY	03/30/18	150.00	MW	OH		
AP00366699	46139R	BOWMAN, SCOTT	03/30/18	1,723.00	MW	OH		
AP00366700	35592R	BRENNAN, MICHAEL	03/30/18	200.31	MW	OH		
AP00366701	3349	BROADMOOR LANDSCAPE SUPPLY	03/30/18	377.57	MW	OH		
AP00366702	33842R	BRODRICK, VICTORIA	03/30/18	176.51	MW	OH		
AP00366703	4709	BSN SPORTS LLC	03/30/18	433.66	MW	OH		
AP00366704	21159	BUCKLES SMITH ELECTRIC CO	03/30/18	3,029.64	MW	OH		
AP00366705	44468	BUDGET CONFERENCING INC	03/30/18	203.74	MW	OH		
AP00366706	48259	BWNVT MOTORS INC	03/30/18	1,120.70	MW	OH		
AP00366707	2396	C M AMOS PRINTING COMPANY	03/30/18	349.97	MW	OH		
AP00366708	17997	C.L.E.A.	03/30/18	2,327.50	MW	OH		
AP00366709	33981	CAGWIN & DORWARD	03/30/18	316.00	MW	OH		
AP00366710	53540R	CAJILIG MOSQUERA, REYNAFE	03/30/18	293.00	MW	OH		
AP00366711	27714	CALIFORNIA FIRE MECHANICS ACA	03/30/18	550.00	MW	OH		
AP00366712	50367	CALLYO 2009 CORP	03/30/18	2,400.00	MW	OH		
AP00366713	13349	CALPICO INC	03/30/18	1,951.20	MW	OH		
AP00366714	52868R	CAMPBELL, ALEXANDER	03/30/18	1,115.00	MW	OH		
AP00366715	17888	CARL WARREN & COMPANY INC	03/30/18	1,666.00	MW	OH		
AP00366716	40257R	CARUZOS ROOFING COMPANY	03/30/18	275.00	MW	OH		
AP00366717	48351	CAVENDISH SQUARE PUBLISHING	03/30/18	1,198.46	MW	OH		
AP00366718	28636	CDW GOVERNMENT INC	03/30/18	1,414.34	MW	OH		
AP00366719	42277	CEL ANALYTICAL INC	03/30/18	1,514.00	MW	OH		
AP00366720	52691	CEL CONSULTING INC	03/30/18	4,154.80	MW	OH		
AP00366721	46387	CELETTA INVESTIGATIVE SERVICE	03/30/18	1,000.00	MW	OH		
AP00366722	26520	CENVEO	03/30/18	604.65	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
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AP00366723	41717	CHECKBOOK	03/30/18	34.00	MW	OH		
AP00366724	3678	CINTAS CORPORATION #464	03/30/18	2,934.22	MW	OH		
AP00366725	39528	CITY OF FOSTER CITY	03/30/18	904.11	MW	OH		
AP00366726	28211	CITY OF PACIFICA	03/30/18	187.94	MW	OH		
AP00366727	24868	CLARK SECURITY PRODUCTS INC	03/30/18	575.77	MW	OH		
AP00366728	52381R	CLEAN ENERGY FUELS	03/30/18	1,042.97	MW	OH		
AP00366729	31162	CLINE & DUPLISSEA	03/30/18	3,661.00	MW	OH		
AP00366730	34153	COMCAST	03/30/18	28.13	MW	OH		
AP00366731	47243	COMCAST	03/30/18	121.21	MW	OH		
AP00366732	48294	COMCAST	03/30/18	116.24	MW	OH		
AP00366733	48517	COMCAST	03/30/18	241.39	MW	OH		
AP00366734	49055	COMCAST	03/30/18	142.58	MW	OH		
AP00366735	51634	COMCAST	03/30/18	79.95	MW	OH		
AP00366736	52652	COMCAST	03/30/18	161.16	MW	OH		
AP00366737	40882RJPA	COMER, SHERYL	03/30/18	105.87	MW	OH		
AP00366738	12578	COMPLETE LINEN SERVICE INC	03/30/18	64.56	MW	OH		
AP00366739	30109	CORELOGIC SOLUTIONS LLC	03/30/18	300.00	MW	OH		
AP00366740	14930	COUNTY OF SAN MATEO	03/30/18	6,367.33	MW	OH		
AP00366741	27582	COUNTY OF SAN MATEO	03/30/18	337,500.00	MW	OH		
AP00366742	43157JPA	COUNTY OF SAN MATEO	03/30/18	1,331.99	MW	OH		
AP00366743	42324	CRIME SCENE CLEANERS INC	03/30/18	245.00	MW	OH		
AP00366744	48323	CRYSTAL CREAMERY	03/30/18	654.84	MW	OH		
AP00366745	28906	CSG CONSULTANTS INC	03/30/18	11,169.40	MW	OH		
AP00366746	7274	CUMMINS PACIFIC	03/30/18	760.15	MW	OH		
AP00366747	25580	CWEA-MEMBERSHIP	03/30/18	180.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00366748	19907	CWEA-TCP	03/30/18	275.00	MW	OH		
AP00366749	1836	DAILY JOURNAL CORPORATION	03/30/18	174.90	MW	OH		
AP00366750	1414	DALY CITY CENTRAL CASHIER	03/30/18	1,710.69	MW	OH		
AP00366751	1937	DALY CITY FIREFIGHTERS UNION	03/30/18	8,085.00	MW	OH		
AP00366752	30935	DALY CITY POLICE OFFICERS BEN	03/30/18	1,130.00	MW	OH		
AP00366753	9290	DALY CITY POLICE OFFICERS ASS	03/30/18	12,520.80	MW	OH		
AP00366754	9290	DALY CITY POLICE OFFICERS ASS	03/30/18	1,880.00	MW	OH		
AP00366755	36807	DALY CITY TEST ONLY	03/30/18	200.00	MW	OH		
AP00366756	1793	DALY CITY TOOL MART	03/30/18	97.87	MW	OH		
AP00366757	42706	DASH MEDICAL GLOVES INC	03/30/18	771.03	MW	OH		
AP00366758	1299	DEPARTMENT OF JUSTICE	03/30/18	714.00	MW	OH		
AP00366759	27243R	DIRECTO, JOSE	03/30/18	391.20	MW	OH		
AP00366760	21680	DKS ASSOCIATES INC	03/30/18	9,507.50	MW	OH		
AP00366761	53405	DUQUE, EDDIE	03/30/18	7,500.00	MW	OH		
AP00366762	53261	DUST FREE PC LLC	03/30/18	71.00	MW	OH		
AP00366763	40611	ECMS INC	03/30/18	2,225.03	MW	OH		
AP00366764	49830R	ECONOMY PLUMBING	03/30/18	4,000.00	MW	OH		
AP00366765	53541	EK HEALTH SERVICES INC	03/30/18	441.25	MW	OH		
AP00366766	53542	ELITE VIVANT	03/30/18	250.00	MW	OH		
AP00366767	G-RUIZ	EMPLOYMENT DEVELOPMENT DEPART	03/30/18	823.30	MW	OH		
AP00366768	51076	ENVIRONMENTAL LEAD DETECT INC	03/30/18	475.00	MW	OH		
AP00366769	3786	ENVIRONMENTAL RESOURCE ASSOCI	03/30/18	738.62	MW	OH		
AP00366770	1049	EQUIFAX INFORMATION SVCS LLC	03/30/18	50.00	MW	OH		
AP00366771	32902R	EUBANKS III, LAWRENCE	03/30/18	269.00	MW	OH		
AP00366772	26327	EWING IRRIGATION PRODUCTS INC	03/30/18	326.30	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
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AP00366773	53543	EXPLORATORIUM	03/30/18	1,755.20	MW	OH		
AP00366774	42544	FARMER BROTHERS COFFEE	03/30/18	314.84	MW	OH		
AP00366775	36077	FASTENAL COMPANY	03/30/18	634.22	MW	OH		
AP00366776	40843	FASTRAK INVOICE PROCESSING DE	03/30/18	7.75	MW	OH		
AP00366777	10971	FEDEX OFFICE	03/30/18	289.28	MW	OH		
AP00366778	47322	FERN ELECTRIC & CONTROL INC	03/30/18	2,150.05	MW	OH		
AP00366779	49393	FIRE SAFETY SUPPLY INCORPORAT	03/30/18	535.73	MW	OH		
AP00366780	53544R	FONSECA, MARTA	03/30/18	250.00	MW	OH		
AP00366781	51642R	FOWLER, LAINE	03/30/18	281.60	MW	OH		
AP00366782	G-HOLMES	FRANCHISE TAX BOARD	03/30/18	200.00	MW	OH		
AP00366783	G-RUIZABRAHA	FRANCHISE TAX BOARD	03/30/18	21.63	MW	OH		
AP00366784	1282	FRED PRYOR SEMINARS	03/30/18	199.00	MW	OH		
AP00366785	48009	GALE CENGAGE LEARNING	03/30/18	66.97	MW	OH		
AP00366786	17633	GAMEZ, JOHN	03/30/18	282.29	MW	OH		
AP00366787	46756R	GARCIA, JOSE	03/30/18	32.69	MW	OH		
AP00366788	51421	GARETH STEVENS PUBLISHING	03/30/18	1,302.53	MW	OH		
AP00366789	48247	GCS ENVIRONMENTAL EQUIPMENT S	03/30/18	56.91	MW	OH		
AP00366790	30509	GOODYEAR COMMERCIAL TIRE & SE	03/30/18	3,587.38	MW	OH		
AP00366791	31925	GOVCONNECTION INC	03/30/18	522.15	MW	OH		
AP00366792	3942	GOVERNMENT FINANCE OFFICERS A	03/30/18	580.00	MW	OH		
AP00366793	52777	GOVERNMENT STAFFING SERVICES	03/30/18	12,024.00	MW	OH		
AP00366794	18532	GOW SUPPLY COMPANY INC	03/30/18	136.74	MW	OH		
AP00366795	1754	GRAINGER INC	03/30/18	2,695.82	MW	OH		
AP00366796	22404	GREGS TRUCKING SERVICE INC	03/30/18	3,058.93	MW	OH		
AP00366797	2223	HACH COMPANY	03/30/18	4,130.83	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00366798	33992R	HALVORSON, DANECA	03/30/18	580.23	MW	OH	
AP00366799	36401LAW	HANSON BRIDGETT LLP	03/30/18	617.50	MW	OH	
AP00366800	52074	HARD DRIVE GRAPHICS	03/30/18	506.85	MW	OH	
AP00366801	41772R	HENRY JIANG CONSTRUCTION	03/30/18	14,925.00	MW	OH	
AP00366802	17021	HF&H CONSULTANTS LLC	03/30/18	7,424.00	MW	OH	
AP00366803	9049	HI TECH EVS INC	03/30/18	36.13	MW	OH	
AP00366804	14410R	HIGH QUALITY ROOFING CO	03/30/18	275.00	MW	OH	
AP00366805	53545R	HO, GRACE	03/30/18	500.00	MW	OH	
AP00366806	53546R	HO, TONY	03/30/18	500.00	MW	OH	
AP00366807	53547R	HOLMAN, TINA	03/30/18	500.00	MW	OH	
AP00366808	41818	HUNTINGTON COURT REPORTERS	03/30/18	163.70	MW	OH	
AP00366809	40583	HUTCHINSON, DARREL	03/30/18	200.00	MW	OH	
AP00366810	40284	IAPE	03/30/18	50.00	MW	OH	
AP00366811	30865R	IN N OUT BURGERS	03/30/18	1,577.34	MW	OH	
AP00366812	53460	INDEPENDENT CODE CONSULTANTS	03/30/18	5,303.08	MW	OH	
AP00366813	31781	INNOVATIVE CLAIM SOLUTIONS	03/30/18	13,500.00	MW	OH	
AP00366814	1072	IRVINE & JACHENS INC	03/30/18	109.84	MW	OH	
AP00366815	24233	JACOBS ASSOCIATES	03/30/18	95,528.20	MW	OH	
AP00366816	20045	JC PAPER	03/30/18	3,694.43	MW	OH	
AP00366817	14450	JEFFERSON ELEMENTARY SCHOOL D	03/30/18	1,092.00	MW	OH	
AP00366818	26690R	JIANG, HENRY	03/30/18	9,500.00	MW	OH	
AP00366819	10255MED	KAISER FOUNDATION HEALTH PLAN	03/30/18	465.00	MW	OH	
AP00366820	10144	KAMAN INDUSTRIAL TECHNOLOGIES	03/30/18	813.55	MW	OH	
AP00366821	43611	KELLER AMERICA INC	03/30/18	629.56	MW	OH	
AP00366822	21792	KELLY PAPER	03/30/18	752.28	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00366823	53548R	KING, JAMALA	03/30/18	250.00	MW	OH		
AP00366824	53550R	KINNAMAN, EVELYN	03/30/18	250.00	MW	OH		
AP00366825	33914	KOFFLER ELECTRICAL MECHANICAL	03/30/18	1,472.00	MW	OH		
AP00366826	36720	KONECRANES INC	03/30/18	2,723.48	MW	OH		
AP00366827	48573	KOSMONT COMPANIES	03/30/18	2,532.40	MW	OH		
AP00366828	46590	KRAMER WORKPLACE INVESTIGATIO	03/30/18	7,278.50	MW	OH		
AP00366829	53551R	KWONG, KENNIE	03/30/18	875.00	MW	OH		
AP00366830	1108	L N CURTIS AND SONS	03/30/18	874.63	MW	OH		
AP00366831	33497	LEGACY MECHANICAL & ENERGY SE	03/30/18	10,856.30	MW	OH		
AP00366832	29200	LEGAL SHIELD	03/30/18	446.60	MW	OH		
AP00366833	48041R	LEGARZA BASKETBALL CAMP	03/30/18	250.00	MW	OH		
AP00366834	30726	LEHR	03/30/18	5,551.69	MW	OH		
AP00366835	51547R	LENNAR ASSOCIATES	03/30/18	7,365.37	MW	OH		
AP00366836	36651	LERNER PUBLISHING GROUP	03/30/18	2,686.45	MW	OH		
AP00366837	12906LAW	LIEBERT CASSIDY WHITMORE	03/30/18	210.00	MW	OH		
AP00366838	29220	LIGHTHOUSE, THE	03/30/18	358.24	MW	OH		
AP00366839	53552R	LOPEZ, MIGUEL	03/30/18	203.00	MW	OH		
AP00366840	29332	LORAL LANDSCAPING	03/30/18	14,762.00	MW	OH		
AP00366841	49874	LOU'S GLOVES INC	03/30/18	336.00	MW	OH		
AP00366842	52034	LUCITY INC	03/30/18	32,875.00	MW	OH		
AP00366843	52773R	MANALO, JUSLYN	03/30/18	709.86	MW	OH		
AP00366844	20304	MARTEL, PATRICIA E	03/30/18	397.82	MW	OH		
AP00366845	53531R	MCKIBBEN, ADAM	03/30/18	100.00	MW	OH		
AP00366846	15393	MCMASTER CARR	03/30/18	777.21	MW	OH		
AP00366847	22166	MERCURY NEWS, THE	03/30/18	296.85	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00366848	26465	MID PENINSULA BOYS & GIRLS CL	03/30/18	14,583.33	MW	OH		
AP00366849	1547	MINE SAFETY APPLIANCE COMPANY	03/30/18	5,624.42	MW	OH		
AP00366850	53553R	MISTRAL, CARRIE	03/30/18	10.00	MW	OH		
AP00366851	48662	MODULAR SPACE CORPORATION	03/30/18	357.22	MW	OH		
AP00366852	15396	MOSS RUBBER & EQUIPMENT CORP	03/30/18	496.33	MW	OH		
AP00366853	51658R	MP WESTLAKE ASSOCIATES LP	03/30/18	135.94	MW	OH		
AP00366854	46655	MSC INDUSTRIAL SUPPLY CO	03/30/18	327.72	MW	OH		
AP00366855	15210	MUNICIPAL MAINTENANCE EQUIPME	03/30/18	4,095.60	MW	OH		
AP00366856	23907	NATIONAL WOMENS HISTORY PROJE	03/30/18	144.00	MW	OH		
AP00366857	48329R	NGAI, HOI SHAN	03/30/18	2,618.43	MW	OH		
AP00366858	49974	NGLIC	03/30/18	573.22	MW	OH		
AP00366859	53554R	NGUYEN, HUNG VAN	03/30/18	455.00	MW	OH		
AP00366860	53555	NOONAN AND HART INVESTIGATIVE	03/30/18	310.70	MW	OH		
AP00366861	52620	NOTHING BUNDT CAKES	03/30/18	112.75	MW	OH		
AP00366862	43790	NUEVA CASTILLA IRON WORKS INC	03/30/18	2,648.00	MW	OH		
AP00366863	30978	OCT WATER QUALITY ACADEMY	03/30/18	780.00	MW	OH		
AP00366864	40765RJPA	ODLE, JOHN	03/30/18	77.28	MW	OH		
AP00366865	1055	OFFICE DEPOT	03/30/18	1,369.09	MW	OH		
AP00366866	15337	OFFICE DEPOT	03/30/18	13.68	MW	OH		
AP00366867	42500	OFFICE DEPOT	03/30/18	1,753.78	MW	OH		
AP00366868	52962	OPTIC FUEL CLEAN OF CA INC	03/30/18	4,329.00	MW	OH		
AP00366869	4918	OTIS ELEVATOR COMPANY	03/30/18	487.96	MW	OH		
AP00366870	42838	PACE SUPPLY CORP	03/30/18	120.77	MW	OH		
AP00366871	1216	PACIFIC GAS & ELECTRIC	03/30/18	188,725.04	MW	OH		
AP00366872	23541	PACIFIC GAS & ELECTRIC	03/30/18	1,765.69	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
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AP00366873	35531	PACIFIC LEADERSHIP INSTITUTE	03/30/18	200.00	MW	OH		
AP00366874	1080	PACIFIC NURSERIES	03/30/18	3,818.58	MW	OH		
AP00366875	29252	PACIFIC PRODUCE INC	03/30/18	874.00	MW	OH		
AP00366876	40269R	PAK'S ROOFING INC	03/30/18	550.00	MW	OH		
AP00366877	3297	PENINSULA LIBRARY SYSTEM	03/30/18	2,063.18	MW	OH		
AP00366878	1936	PENINSULA PEACE OFFICERS ASSO	03/30/18	428.40	MW	OH		
AP00366879	29738	PENINSULA UNIFORMS & EQUIPMEN	03/30/18	883.87	MW	OH		
AP00366880	19678	PERS LONG TERM CARE PROGRAM	03/30/18	883.00	MW	CH		
AP00366881	32428R	PICCOLOTTI, THOMAS	03/30/18	295.47	MW	OH		
AP00366882	26448R	PICETTI, PETE	03/30/18	1,920.00	MW	OH		
AP00366883	53549R	PO BOX 31173	03/30/18	500.00	MW	OH		
AP00366884	9922	POLLARD WATER	03/30/18	2,629.35	MW	OH		
AP00366885	14431	PRAXAIR INC	03/30/18	1,754.87	MW	OH		
AP00366886	51526	PURETEC INDUSTRIAL WATER	03/30/18	483.36	MW	OH		
AP00366887	1115	R & B COMPANY	03/30/18	8,851.15	MW	OH		
AP00366888	27398	R & S ERECTION NORTH PENINSUL	03/30/18	190.00	MW	OH		
AP00366889	12539	R A METAL PRODUCTS INC	03/30/18	1,815.00	MW	OH		
AP00366890	42475	RB PETROLEUM SERVICES	03/30/18	7,318.00	MW	OH		
AP00366891	50803	READYREFRESH BY NESTLE	03/30/18	75.85	MW	OH		
AP00366892	2439	RECORDED BOOKS INC	03/30/18	197.05	MW	OH		
AP00366893	41528	REDFLEX TRAFFIC SYSTEMS INC	03/30/18	22,080.00	MW	OH		
AP00366894	32503R	REES, JOSHUA	03/30/18	195.00	MW	OH		
AP00366895	49886R	ROGERS, ASHLEY	03/30/18	132.00	MW	CH		
AP00366896	13761	ROSS RECREATION EQUIPMENT INC	03/30/18	6,053.94	MW	OH		
AP00366897	52843R	S F UNDERGROUND	03/30/18	12,000.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00366898	53556	SABELLA, BRIANA	03/30/18	100.00	MW	OH		
AP00366899	1087	SAFETY KLEEN SYSTEMS INC	03/30/18	346.14	MW	OH		
AP00366900	53557	SAN FRANCISCO HARLEY DAVIDSON	03/30/18	2,654.41	MW	OH		
AP00366901	51614	SAN MATEO CART SERVICE	03/30/18	750.00	MW	OH		
AP00366902	43156JPA	SAN MATEO COUNTY	03/30/18	440,542.00	MW	OH		
AP00366903	18047	SAN MATEO COUNTY PUBLIC SAFET	03/30/18	865.25	MW	OH		
AP00366904	35246	SAN MATEO COUNTY SHERIFFS OFF	03/30/18	22,323.80	MW	OH		
AP00366905	52922R	SANTOS, MATTHEW J	03/30/18	30.00	MW	OH		
AP00366906	49441	SC FUELS	03/30/18	40,361.71	MW	OH		
AP00366907	51331	SCHAAF & WHEELER CONSULTING	03/30/18	3,000.00	MW	OH		
AP00366908	41900R	SCHOLES, BRANDON	03/30/18	1,187.00	MW	OH		
AP00366909	30438R	SEWER RAT PLUMBING	03/30/18	2,000.00	MW	OH		
AP00366910	23742	SHOE DEPOT INC	03/30/18	2,451.21	MW	OH		
AP00366911	52666	SHRED WORKS INC	03/30/18	150.00	MW	OH		
AP00366912	38883	SIGILLO SUPPLY COMPANY INC	03/30/18	1,258.53	MW	OH		
AP00366913	31650	SING TAO DAILY	03/30/18	200.00	MW	OH		
AP00366914	51615R	SKYROOF INC	03/30/18	275.00	MW	OH		
AP00366915	18862R	SMELLY MELS PLUMBING INC	03/30/18	4,000.00	MW	OH		
AP00366916	2643	SPARTAN MOTORS USA INC	03/30/18	662.60	MW	OH		
AP00366917	53489	SPIN OFF LLC	03/30/18	90.00	MW	OH		
AP00366918	37940	STANDARD PLUMBING SUPPLY CO	03/30/18	1,874.85	MW	OH		
AP00366919	47389	STARVISTA	03/30/18	32,484.69	MW	OH		
AP00366920	45112JPA	STATE COMPENSATION INSURANCE	03/30/18	305.00	MW	OH		
AP00366921	50423R	STATE FARM MUTUAL AUTOMOBILE	03/30/18	500.00	MW	OH		
AP00366922	3613	STATIONARY ENGINEERS LOCAL 39	03/30/18	1,615.08	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
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AP00366923	40900	STEVENS BAY AREA DIESEL SERVI	03/30/18	570.89	MW	OH		
AP00366924	52314R	STOLTE, STEPHEN	03/30/18	1,430.96	MW	OH		
AP00366925	50360	SUPPLYWORKS	03/30/18	692.71	MW	OH		
AP00366926	51439	SWEET DELIGHT BAKERY	03/30/18	141.25	MW	OH		
AP00366927	45319	T MOBILE USA INC	03/30/18	102.00	MW	OH		
AP00366928	2798	TEAMSTERS LOCAL 856	03/30/18	3,696.00	MW	CH		
AP00366929	48692	TEC HELP FLEET TRAINING	03/30/18	800.00	MW	CH		
AP00366930	13852	TELECOMMUNICATIONS ENGINEERIN	03/30/18	3,544.80	MW	CH		
AP00366931	42970JPA	TELECOMMUNICATIONS ENGINEERIN	03/30/18	14,780.00	MW	CH		
AP00366932	11357	TESCO CONTROLS INC	03/30/18	4,280.00	MW	CH		
AP00366933	1201	THOMSON REUTERS WEST	03/30/18	2,245.14	MW	CH		
AP00366934	42972	TRACTION	03/30/18	265.34	MW	CH		
AP00366935	52033	TRIPLEPI SMITH & ASSOCIATES IN	03/30/18	2,750.00	MW	CH		
AP00366936	26803	TURBO DATA SYSTEMS INC	03/30/18	45,500.06	MW	OH		
AP00366937	4675	TURF & INDUSTRIAL EQUIPMENT C	03/30/18	130.57	MW	OH		
AP00366938	52537	TWO CATS COMIC BOOK STORE	03/30/18	169.22	MW	OH		
AP00366939	25311	TYCO INTEGRATED SECURITY LLC	03/30/18	449.20	MW	OH		
AP00366940	37637	ULINE INC	03/30/18	4,688.49	MW	OH		
AP00366941	31745	UNITED SITE SERVICES OF CALIF	03/30/18	239.61	MW	OH		
AP00366942	46654	UNITED STATES PLASTIC CORP	03/30/18	368.16	MW	OH		
AP00366943	1110	UNITED STATES POSTAL SERVICE	03/30/18	1,580.00	MW	OH		
AP00366944	32209	UNIVAR USA INC	03/30/18	7,881.24	MW	OH		
AP00366945	3904	UPS	03/30/18	59.09	MW	OH		
AP00366946	53558R	URQUILLA, HEIDY	03/30/18	250.00	MW	OH		
AP00366947	53559R	US CREATIVE BUILDERS	03/30/18	515.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
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AP00366948	47099JPA	UTILITY TELECOM GROUP LLC	03/30/18	5,432.91	MW	OH		
AP00366949	29329	VERIZON WIRELESS SERVICES LLC	03/30/18	2,000.76	MW	OH		
AP00366950	1579	VWR INTERNATIONAL LLC	03/30/18	704.20	MW	OH		
AP00366951	45254R	WARDLE, BRANDON	03/30/18	190.00	MW	OH		
AP00366952	36355	WASTEWATER SOLUTIONS INC	03/30/18	4,818.49	MW	OH		
AP00366953	50485	WAVE BROADBAND	03/30/18	530.00	MW	OH		
AP00366954	5367	WESTERN REGION IPMA HR	03/30/18	692.00	MW	OH		
AP00366955	36888	WESTERN TRUCK FABRICATION INC	03/30/18	1,986.48	MW	OH		
AP00366956	1095	WESTLAKE TOUCHLESS CAR WASH &	03/30/18	1,042.30	MW	OH		
AP00366957	48425MED	WILLIAM J FEISTER PH D	03/30/18	400.00	MW	OH		
AP00366958	38558	WILSEY HAM INC	03/30/18	2,693.61	MW	OH		
AP00366959	45551	WOLTERS KLUWER LEGAL & REGULA	03/30/18	645.66	MW	OH		
AP00366960	50122	YESCO LLC	03/30/18	39.00	MW	OH		
AP00366961	51339R	YIP, ROLAND	03/30/18	116.00	MW	OH		
AP00366962	52957R	Z CONSTRUCTION COMPANY INC	03/30/18	1,625.00	MW	OH		
AP00366963	53560R	ZHEN, RUI	03/30/18	875.00	MW	OH		
AP00366964	22444	ZOBELL, ELIZABETH	03/30/18	168.52	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
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		G R A N D T O T A L S:						
		Total Void Machine Written		0.00	Number of Checks Processed:		0	
		Total Void Hand Written		0.00	Number of Checks Processed:		0	
		Total Machine Written		1,846,061.72	Number of Checks Processed:		317	
		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		1,846,061.72				



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 9, 2018

Subject: Exclusive Negotiating Agreement (ENA) between the City of Daly City and Equity Residential for Property at 6401 Mission Street, Daly City California (Site #3)

Recommendation

Approve an Exclusive Negotiating Agreement (ENA) between the City of Daly City and Equity Residential and authorize the City Manager or her designee to execute said Agreement.

Background

On March 31, 2017, the City released a Request for Qualifications to the development community for the development of 6401 Mission Street (Site #3) that was formerly owned by the Redevelopment Agency. On July 31 and August 21, the City Council interviewed the developers that responded to the RFQ and received public comment regarding the development proposals. At the August 21 meeting, the City Council directed all of the developers to advance to the Request for Proposals (RFP) stage of the process. This step required the developers to provide more details about their proposal. Based on the information provided, the City Council could then select a preferred developer for the site and could pursue negotiations with said developer with the goal of entering into an ENA. On December 11, 2017, the City Council selected Equity Residential as the preferred developer of property at 6401 Mission Street.

Discussion

Equity Residential submitted a proposal for a mixed-use project with approximately 95-115 apartment units, ground floor retail, and the extension of the subterranean parking garage in Equity Residential's adjacent mixed-use development.

The ENA (attached) specifies particular tasks that the developer will complete during the agreement period. The ENA further establishes a six month term to complete the negotiations, project design, and preparation of a Disposition and Development Agreement with the option to extend an additional six months. The developer will provide a deposit of \$20,000 that could be used to offset costs related to legal fees and consulting fees that the City incurs as part of this project.

Conclusion

Staff recommends that the City Council approve the attached Draft Exclusive Negotiating Rights Agreement and authorize the City Manager or her designee to execute said agreement.

Respectfully submitted,



Tatum Mothershead
Director, Economic and Community Development



Rose Zimmerman
City Attorney

Attachment

Draft Exclusive Negotiating Rights Agreement

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT

THIS EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this “**Agreement**”) is entered into effective as of _____, 20__ (“**Effective Date**”) by and between the City of Daly City, a municipal corporation (“**City**”) and ERP Operating Limited Partnership, an Illinois limited partnership (“**Developer**”). City and Developer are hereinafter referred to collectively as the “**Parties**.”

RECITALS

A. The former Daly City Redevelopment Agency (“**Dissolved Redevelopment Agency**”) owned that certain property located at 6401 Mission Street, Daly City, California, as more fully described and mapped in the attached Exhibit A (the “**Property**”) prior to dissolution of the Dissolved Redevelopment Agency pursuant to California law.

B. The Dissolved Redevelopment Agency acquired the Property in order to assist in the redevelopment of the Property consistent with the goals and objective of the Junipero Serra Redevelopment Plan (the “**Redevelopment Plan**”), which goals and objectives include the alleviation of blighting conditions and the stimulation of development in the former Daly City Redevelopment Project Area (the “**Project Area**”).

C. In accordance with Health and Safety Code Section 34191.5 the [**Successor Agency**] – this term needs to be defined somewhere prepared a Long-Range Property Management Plan (the “**LRPMP**”) which LRPMP was approved by the Oversight Board to the Successor Agency and the California Department of Finance.

D. The LRPMP designated the Property to be transferred to the City for future development. The Property has been transferred and City is now the owner of the Property.

E. The City has solicited and evaluated development proposals for the Property, which included Developer’s proposal to acquire the Property at a purchase price of \$500,000, and based upon such evaluation, has selected Developer as the entity with which to enter exclusive negotiations for redevelopment of the Property.

F. Developer has proposed developing the Property with a multifamily apartment development with complementary uses including public or private open space, and additional amenities (the “**Project**”).

G. The purpose of this Agreement is to establish the procedures and standards for the negotiation of a potential disposition and development agreement (“**DDA**”) that would address: (i) the disposition of the Property from the City to Developer, and (ii) Developer’s development of the Project on the Property. As more fully set forth below, this Agreement in itself does not

obligate the City to execute a DDA or convey the Property, or any portion thereof, to Developer, nor does it grant Developer the right, or obligate Developer, to develop the Project on the Property.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above, and all defined terms set forth in such Recitals and in the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as though set forth in full.
2. Good Faith Efforts to Negotiate. The Parties shall use their best efforts to negotiate a DDA that will describe the terms and conditions governing the conveyance of the Property and the development of the Project on the Property. The Parties shall diligently and in good faith pursue such negotiations. This Agreement does not impose a binding obligation on City to convey any portion of, or interest in, the Property to Developer, nor does it obligate City to grant any approvals or authorizations required for the Project (including the DDA). Without limiting the generality of the foregoing, Developer expressly acknowledges that any agreement resulting from the negotiations contemplated hereby shall become effective only if the agreement is approved by the City Council following compliance with all applicable notice and hearing requirements and compliance with all other requirements of law. This Agreement does not impose a binding obligation on Developer to acquire any portion of, or interest in, the Property from City, nor does it obligate Developer to develop the Project on the Property. Without limiting the generality of the foregoing, City expressly acknowledges that any agreement resulting from the negotiations contemplated hereby shall become effective only if the agreement is approved by the Board of Trustees of Equity Residential (or its executive committee, as the case may be) during the Term and a final DDA is fully executed and delivered by the Parties.
3. Scope of Negotiations/Schedule of Performance. City and Developer acknowledge that the basic scope of negotiations and schedule of performance of the negotiation for the DDA is described in Exhibit "B" attached hereto.
4. Developer's Exclusive Right to Negotiate With City. City agrees that it will not, during the term of this Agreement ("**Term**"), directly or indirectly, through any officer, employee, agent, or otherwise, solicit, initiate or encourage the submission of bids, offers or proposals by any person or entity with respect to the acquisition of any interest in the Property or the development of the Property, and City shall not engage any broker, financial adviser or consultant to initiate or encourage proposals or offers from other parties with respect to the disposition or development of the Property or any portion thereof. Furthermore, City shall not, directly or indirectly, through any officer,

employee, agent or otherwise, engage in negotiations concerning any such transaction with, or provide information to, any person other than Developer and its representatives with a view to engaging, or preparing to engage, that person with respect to the disposition or development of the Property or any portion thereof.

5. Term. The Term shall commence on the Effective Date, and shall terminate six (6) months thereafter, unless extended or earlier terminated as provided herein. The Term may be extended for up to a maximum of six (6) additional months upon the mutual written agreement of Developer and City or upon approval of the City Manager if the City Manager determines that the Parties have made substantial progress in their negotiations to merit such extension. The Parties may, with City Council approval, agree to additional extensions. If a DDA has not been executed by the City and Developer (or an entity related to Developer and approved by the City) by the expiration of the Term (as the Term may have been extended pursuant to this Section), then this Agreement shall terminate, and neither Party shall have any further rights or obligations under this Agreement except such rights and obligations that expressly survive termination.
6. Good Faith Deposit. In consideration for this Agreement, within three (3) business days following full execution and delivery of this Agreement, Developer shall provide to City a cash deposit in the amount of Twenty Thousand Dollars (\$20,000) (the “**Good Faith Deposit**”). During the Term, City shall invest the Good Faith Deposit for purposes of earning interest thereon. If the Parties enter a DDA, the Good Faith Deposit shall be disposed of as specified in the DDA. If this Agreement is terminated without execution of a DDA for any reason other than an Event of Default (as hereinafter defined) by Developer, then the Good Faith Deposit and any interest earned thereon, less any amounts expended to reimburse City for City Costs as provided in Section 7 below, shall be refunded promptly to Developer. If this Agreement is terminated as a result of an Event of Default, then the Good Faith Deposit and any interest earned thereon shall be disposed of as more fully provided in Section 13.2 and Section 13.3. If at any time prior to the Parties entering into a DDA, City Costs (as defined in Section 7) are incurred in an aggregate amount that equals or exceeds the amount of the original Good Faith Deposit, the Developer shall replenish the Good Faith Deposit in increments of Ten Thousand Dollars (\$10,000) each upon the written request of the City, subject to a maximum amount of expenses to be reimbursed of Forty Thousand Dollars (\$40,000).
7. Costs and Expenses. The Good Faith Deposit may be used to cover actual costs of legal fees and consulting fees that City reasonably incurs in accordance with the proposed Project and negotiation with Developer regarding this Agreement for development of the Property (collectively, “**City Costs**”). City shall notify Developer monthly in writing of the amount drawn upon the Good Faith Deposit by City to pay City Costs. The notice shall include copies of all invoices paid from the Good Faith Deposit.
8. Termination.

8.1 Termination by Mutual Agreement. This Agreement may be terminated at any time by the mutual written consent of the Parties. In the event of such

termination, subject to Section 8.4, the remaining Good Faith Deposit shall promptly be repaid to Developer and neither Party shall have any further rights against or liability to the other under this Agreement.

8.2 Termination by City for Cause. City shall have the right to terminate this Agreement upon City's good faith reasonable determination that Developer is not negotiating diligently and in good faith, which shall include the tasks described under the schedule of performance set forth in Exhibit "B". City shall exercise such right by delivering not less than ten (10) business days' advance written notice to Developer describing the nature of Developer's default and the termination date. If Developer does not commence to cure the default and resume negotiations in good faith within such ten (10) business day period, City may terminate this Agreement effective as of the termination date stated in the notice. In the event of termination by the City pursuant to this Section 8.2, subject to Section 8.4, the remaining Good Faith Deposit and any interest earned thereon shall promptly be repaid to Developer and neither Party shall have any further rights against or liability to the other under this Agreement.

8.3 Termination by Developer. Developer shall have the right to terminate this Agreement upon Developer's good faith reasonable determination that City is not negotiating diligently and in good faith. Developer shall exercise such right by delivering not less than ten (10) business days' advance written notice to City describing the nature of City's default and the termination date. If City does not commence to cure the default and resume negotiations in good faith within such ten (10) business day period, Developer may terminate this Agreement effective as of the termination date stated in the notice. In addition, Developer shall have the right to terminate this Agreement, effective upon one (1) business day's written notice to City, if Developer determines, in the exercise of Developer's sole discretion, that the results of Developer's investigation of the Property are unsatisfactory with respect to Developer's desired development activities or if Developer is unable to obtain any necessary approvals, rights or interests. In the event of termination by the Developer pursuant to this Section 8.3, subject to Section 8.4, the remaining Good Faith Deposit and any interest earned thereon shall promptly be repaid to Developer and neither Party shall have any further rights against or liability to the other under this Agreement.

8.4 Effect of Termination. Upon the expiration of the Term as such may be extended, or upon the earlier termination of this Agreement, without the Parties having successfully negotiated and executed a DDA, this Agreement shall forthwith be void, and there shall be no further liability or obligation on the part of either of the Parties or their respective officers, employees, agents or other representatives; provided however, the provisions of Section 10.1 (Studies), Section 10.2 (Access; Indemnity), Section 11 (Confidentiality), and Section 13.4 (Liquidated Damages) shall survive such termination. In no

event shall either Party have the right to seek an award of damages as a result of the termination of this Agreement.

9. Compliance with CEQA. The Parties acknowledge that the Project description set forth in this Agreement is preliminary in nature and shall be described in further detail in the DDA to be negotiated during the Term. The Parties acknowledge that development of the Property for the Project will require the grant of discretionary land use entitlements subject to the City's normal review and approval process, that the Project must comply with the California Environmental Quality Act ("CEQA"), and that nothing in this Agreement is intended to or shall be interpreted as the grant of any approvals for development of the Project on the Property, or the modification or waiver of any City procedures or requirements. Without limiting the foregoing, the Parties acknowledge that the City retains discretion to (i) modify the Project as City may, in its discretion, determine to be necessary to comply with CEQA, (ii) select other feasible alternative and/or impose mitigation measures to avoid or minimize significant environmental impacts; (iii) balance the benefits of the Project against any significant environmental impacts prior to taking final action, if such impacts cannot otherwise be avoided; and/or (iv) determine not to proceed with the Project.

The Parties acknowledge that nothing in this Agreement shall be deemed a commitment by the City or Developer to enter into an agreement for conveyance or acquisition, respectively, of any interest in the Property or for the development of the Project. In addition, the Parties acknowledge that the final form of any agreement governing the development of the Property may contain matters not covered in this Agreement, and the provisions herein are not intended to exclude or preclude any other issues that may arise during negotiations.

10. Developer's Studies; Right of Access.

10.1 Developer's Studies. During the Term of this Agreement, Developer may prepare, at Developer's sole expense, any studies, surveys, plans, specifications and reports ("**Developer's Studies**") Developer deems necessary or desirable in Developer's sole discretion, to determine the suitability of the Property for the Project. Such studies may include, without limitation, title investigation, relocation analyses, marketing, feasibility, soils, seismic and environmental studies, financial feasibility analyses, and design studies. Upon the expiration of the Term as such may be extended, or upon the earlier termination of this Agreement, without the Parties having successfully negotiated and executed a DDA, Developer shall provide to City without representation or warranty, copies of all reports, test results, studies, surveys and documents prepared by third-party consultants for or commissioned by Developer with respect to the Project or the Property; provided however, Developer shall not be obligated to provide proprietary or financial information. Developer's obligation to provide reports and studies pursuant to this Section 10.1 shall survive the expiration or earlier termination of this Agreement.

10.2 Right of Access. Developer shall have the right of reasonable access to the Property for the purposes of inspection, environmental assessments, soils testing, and similar work. Developer shall be responsible for obtaining any additional rights of access to the Property from third parties that may be necessary to prepare Developer's Studies. The City may impose reasonable limitations on access to the Property, and may require Developer to provide City with proof of insurance in compliance with City's requirements prior to performance of studies on the Property. City's advance written approval, which shall not be unreasonably withheld, conditioned or delayed, shall be required for any invasive testing. Developer agrees that unless City agrees otherwise in writing, Developer shall repair, restore, and return the Property and all improvements located thereon substantially similar to their condition immediately prior to any such testing at Developer's sole cost and expense. Developer shall at all times keep the Property free and clear of all liens and encumbrances related to Developer's inspection activities on the Property.

Developer shall indemnify, defend, and hold the City and its elected and appointed officers, officials, employees, consultants, agents and representatives (collectively, the "**Indemnitees**") harmless from and against all actual liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including without limitation reasonable attorney's fees and of litigation) (all of the foregoing, collectively "**Claims**") arising out of Developer's and Developer's agents, employees, consultants, representatives and contractor's entry on the Property or otherwise arising out of the exercise of this right of access, provided that Developer shall have no obligation related to Claims resulting from the Indemnitees' gross negligence or willful misconduct, or Developer's mere discovery of information regarding the Property. Developer's defense and indemnity obligations pursuant to this Section 10.2 shall survive the expiration or earlier termination of this Agreement.

11. Confidentiality of Information. While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, Developer acknowledges that City will need sufficient, detailed information about the proposed Project to make informed decisions about the content and approval of the DDA. City will work with Developer to maintain the confidentiality of proprietary information subject to the requirements imposed on City by the Public Records Act (Government Code Section 6250 *et seq.*). Developer acknowledges that City may share information provided by Developer of a financial and potential proprietary nature with third party consultants who have been contractually engaged to advise City concerning matters related to this Agreement and/or the DDA and to City Council members as part of the negotiation and decision-making process. City shall inform such third party consultants of the confidential nature of such financial and potential proprietary information. If this Agreement is terminated without the execution of a DDA, City shall return to Developer any confidential information submitted by Developer under this Agreement. If any litigation is filed seeking to make public any information Developer submitted to City in

confidence, City and Developer shall cooperate in defending the litigation if Developer elects not to make public the information in question. Developer shall pay City's reasonable costs of defending such litigation if Developer elects not to make public the information in question and shall indemnify City against all costs and attorneys' fees awarded to the plaintiff in any such litigation.

12. Execution of Definitive Agreement. The City shall have no legal obligation to grant any approvals or authorizations for the Project prior to City Council approval of the Project and related agreements following compliance with CEQA and all other applicable requirements of law.

13. Defaults and Remedies.

- 13.1 Default. In the event either Party fails to materially perform its obligations under this Agreement, the non-defaulting Party shall give written notice of a default to the defaulting Party specifying the nature of the default and the required action to cure the default. If a default remains uncured ten (10) days after receipt by the defaulting Party of such notice or if such default is of a kind which cannot reasonably be cured within ten (10) days, and the defaulting Party does not within such ten (10) day period commence to cure such default and diligently thereafter prosecute such cure to completion (an “**Event of Default**”), the non-defaulting Party may exercise the remedies set forth in Subsections 13.2, 13.3, and 13.4 below, as applicable. For the avoidance of doubt, the failure of a Party to negotiate diligently and in good faith shall not be considered an Event of Default and shall be resolved pursuant to and in accordance with Section 8.

- 13.2 Remedies for City Default. In the event of an Event of Default by City hereunder, Developer's sole remedy shall be to terminate this Agreement upon which termination, Developer shall be entitled to repayment of the remaining Good Faith Deposit and any interest earned thereon, as further provided in Section 6 and neither Party shall have any further right, remedy or obligation under this Agreement; provided however, any obligation under a specific provision of this Agreement for a Party to pay or reimburse the other Party for a cost or to provide indemnity and defense shall survive such termination. Except as expressly provided herein, neither Party shall have any liability to the other for damages or otherwise for any default, nor shall either Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

- 13.3 Remedies for Developer Default. In the event of an Event of Default by Developer, City's sole remedy shall be to terminate this Agreement and to retain the Good Faith Deposit and any interest earned thereon as further set forth in Subsection 13.4 below. Following such termination, neither Party shall have any right, remedy or obligation under this Agreement; provided however, any obligation under a specific provision of this Agreement for a Party to provide indemnity and defense or to pay or reimburse the other Party for a cost (but only to the extent such payment or reimbursement amount exceeds the Good Faith Deposit retained by City) shall survive such termination. Except as expressly provided herein, neither Party shall have any

liability to the other for damages or otherwise for any default, nor shall either Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

13.4 Liquidated Damages. IN THE EVENT OF TERMINATION DUE TO DEVELOPER'S DEFAULT AS DESCRIBED IN SECTION 13.3 ABOVE, THE GOOD FAITH DEPOSIT (OR, AS APPLICABLE, SUCH PORTION THEREOF WHICH HAS NOT BE DRAWN AGAINST BY THE CITY FOR CITY COSTS) MAY BE RETAINED BY CITY AS LIQUIDATED DAMAGES AND AS ITS PROPERTY WITHOUT ANY DEDUCTION, OFFSET OR RECOUPMENT WHATSOEVER. THE PARTIES AGREE THAT THE DAMAGES SUFFERED BY CITY BY REASON OF A DEVELOPER DEFAULT WOULD BE UNCERTAIN AND THAT SUCH DAMAGES WOULD INVOLVE SUCH VARIABLE FACTORS AS THE CONSIDERATION THAT ANOTHER DEVELOPER WOULD PAY FOR THE PROPERTY; THE EXPENSES OF CONTINUING THE OWNERSHIP AND CONTROL OF THE PROPERTY AND OF IDENTIFYING OTHER INTERESTED PARTIES AND NEGOTIATING WITH SUCH PARTIES; POSTPONEMENT OF TAX REVENUES TO THE COMMUNITY; AND THE FAILURE OF CITY TO EFFECT ITS PURPOSES AND OBJECTIVES WITHIN A REASONABLE TIME, RESULTING IN ADDITIONAL IMMEASURABLE DAMAGE AND LOSS TO CITY. IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE AMOUNT OF SUCH DAMAGES TO CITY, BUT THE PARTIES ARE OF THE OPINION, UPON THE BASIS OF ALL INFORMATION AVAILABLE TO THEM, THAT SUCH DAMAGES WOULD APPROXIMATELY EQUAL THE AMOUNT OF THE GOOD FAITH DEPOSIT HELD BY CITY AT THE TIME OF THE DEFAULT OF DEVELOPER, AND THE AMOUNT OF SUCH GOOD FAITH DEPOSIT SHALL BE PAID TO CITY UPON ANY SUCH OCCURRENCE AS THE TOTAL OF ALL LIQUIDATED DAMAGES FOR ANY AND ALL SUCH DEFAULTS AND NOT AS A PENALTY. DEVELOPER AND CITY SPECIFICALLY ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION BY THEIR SIGNATURES HERE:

City: _____

Developer: _____

14. City Rights Following Expiration or Termination. Following expiration or termination of this Agreement, unless a DDA is executed by the Parties, City shall have the absolute right to pursue disposition and development of the Property in any manner and with any party or parties it deems appropriate; provided, however, nothing herein shall be deemed to preclude or disqualify Developer from responding to future requests for qualifications and/or proposals, if any, that City may publicly issue to qualified firms with respect to development of the Property.

15. Miscellaneous.

15.1 Assignment. The qualifications and identity of Developer are of concern to City. It is because of those unique qualifications and identity that City has entered into this Agreement with Developer. Accordingly, except as provided below, Developer may not assign its rights

under this Agreement to any other person or entity, without the prior written approval of City. Any purported voluntary or involuntary assignment of Developer's exclusive negotiation rights without such City written approval shall be null and void. Notwithstanding the foregoing, Developer may assign its rights under this Agreement to any entity controlled by Developer or Equity Residential.

15.2 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Daly City
Attn: Director of Economic and Community Development
333 90th Street
Daly City, CA 94015

Copy: City of Daly City
Attn: City Attorney
333 90th Street, Third Floor
Daly City, CA 94105

Developer: c/o Equity Residential
Attn: Drew Sullins
333 Third St., Suite 210
San Francisco, CA 94107

Copy: Equity Residential
Attn: Tiffany Higgins
Two North Riverside Plaza, Suite 400
Chicago, IL 60606

15.3 No Commissions. Each Party represents and warrants that it has not entered into any agreement, and has no obligation, to pay any real estate commission in connection with the transaction contemplated by this Agreement. If a real estate commission is claimed through either Party in connection with the transaction contemplated by this Agreement or any resulting

DDA, then the Party through whom the commission is claimed shall indemnify, defend and hold the other Party harmless from any liability related to such commission. The provisions of this Paragraph shall survive termination of this Agreement.

15.4 Relationship of the Parties. The Parties agree that nothing in this Agreement shall be deemed or interpreted to create between them the relationship of lessor and lessee, of buyer and seller, or of partners or joint venturers.

15.5 Authority; Disclosure. Developer warrants that, to Developer's knowledge, none of its principals, officers, general partners, joint venturers, or affiliates who have any direct economic interest in this Agreement or the contemplated development of the Property or the Project, have a familial, financial, or other material relationship with any elected or appointed official or employee of the City. Each person executing this Agreement on behalf of Developer does hereby covenant and warrant that (a) Developer is created and validly existing under the laws of the state of formation, (b) Developer has and is duly qualified to do business in California, (c) Developer has full corporate power and authority to enter into this Agreement and to perform all of Developer's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Developer is duly and validly authorized to do so. Each person executing this Agreement on behalf of City does hereby covenant and warrant that (a) City has full power and authority to enter into this Agreement and to perform all of City's obligations hereunder, and (b) each person (and all of the persons if more than one signs) signing this Agreement on behalf of City is duly and validly authorized to do so.

15.6 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Property with respect to this Agreement or any dispute or act arising from this Agreement. This Section shall survive the expiration of termination of this Agreement.

15.7 Intentionally Omitted.

15.8 Severability. If any term or provision of this Agreement or the application thereof shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

15.9 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, oral or written, between the Parties with respect to such subject matter.

15.10 Amendments. This Agreement may be amended only by a written instrument executed by the Parties or their permitted successors in interest.

15.11 Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns; provided however, that except as expressly permitted by this Agreement, neither Party shall transfer or assign any of such Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, and any such transfer or assignment without such consent shall be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

15.12 Captions; Interpretation. This Agreement shall be interpreted as though prepared jointly by the Parties. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.

15.13 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of laws principles. Venue for any action under this Agreement shall be in San Mateo County, California.

15.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE.

Exhibit A

PROPERTY

(Attach legal description.)

DRAFT

Exhibit B

SCOPE OF NEGOTIATIONS/SCHEDULE OF PERFORMANCE

The goal of negotiations is to prepare a Disposition and Development Agreement (“DDA”) acceptable to both Parties. Both Parties shall diligently take all actions necessary to agree upon the purchase price for the Property that will then be submitted to the City Council for consideration at a public hearing. The proposed DDA will contemplate the conveyance of the Property to the Developer at fair market value, subject to various conditions precedent and the subsequent redevelopment of the Property into a high-quality development.

The Project Goals

The City encourages development of the Site into a high quality Project that will maximize tax revenues to the City, create a significant number of housing or job opportunities, and provide goods and services currently lacking in the community. The Developer shall utilize the property located at 6543 Mission Blvd, Daly City, CA, commonly known as “88 Hillside,” which is owned by Developer’s wholly owned subsidiary, to create integration with reciprocal rights of ingress/egress and parking.

The proposed Project should consist of a housing product that meets the needs of the community.

The Project shall be of the highest quality of design and must meet or exceed all current City development and design standards.

The Project will require a Planned Development Amendment, which is essentially a change in the zoning regulations. This entitlement will trigger CEQA and the environmental review will be conducted concurrently with the land use entitlements.

Responsibilities/Schedule of Performance

The developer shall complete the following tasks during the Term:

1. Conduct community meeting(s) to receive public input of use of Property for multifamily use, with complementary uses including public or private open space.
2. Prepare a market analysis of general market conditions.
3. Identify the critical infrastructure currently available to the Property and any improvements needed to support the Project. Provide preliminary cost estimates for the public improvements related to the Project.
4. Provide the City with an estimate of governmental fees to be paid.
5. Provide a fiscal benefit analysis for presentation to the City Council. This analysis typically includes the number of construction jobs created, the number of permanent jobs created, the cost to maintain the public improvements upon dedication, the value of

completed development, and the various tax revenues associated with development operations.

6. Provide a tentative schedule for acquisition and development of the Project.

DRAFT



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 9, 2018

Subject: Exclusive Negotiating Agreement (ENA) between the City of Daly City and Majestic Hospitality/AF Canta, Inc. for Property at 1837 Junipero Serra Boulevard Daly City California (Site #1)

Recommendation

Approve an Exclusive Negotiating Agreement (ENA) between the City of Daly City and Majestic Hospitality/AF Canta, Inc. and authorize the City Manager or her designee to execute said Agreement.

Background

On March 31, 2017, the City released a Request for Qualifications to the development community for the development of 1837 Junipero Serra Boulevard (Site #1) that was formerly owned by the Redevelopment Agency. On July 31 and August 21, the City Council interviewed the developers that responded to the RFQ and received public comment regarding the development proposals. At the August 21 meeting, the City Council directed all of the developers to advance to the Request for Proposals (RFP) stage of the process. This step required the developers to provide more details about their proposal. Based on the information provided, the City Council could then select a preferred developer for the site and could pursue negotiations with said developer with the goal of entering into an ENA. On December 11, 2017, the City Council selected and Majestic Hospitality/AF Canta, Inc. as the preferred developer of property 1837 Junipero Serra Boulevard.

Discussion

Majestic Hotel/AF Canta's proposal includes a 200-room boutique hotel with amenities including an outdoor heated pool area, a 4,190-square foot food and beverage space, rooftop bar, wellness studio, and retail shops.

The ENA (attached) specifies particular tasks that the developer will complete during the agreement period. The ENA further establishes a six month term to complete the negotiations, project design, and preparation of a Disposition and Development Agreement with the option to extend an additional six months. The developer will provide a deposit of \$20,000 that could be used to offset costs related to legal fees and consulting fees that the City incurs as part of this project.

Conclusion

Staff recommends that the City Council approve the attached Draft Exclusive Negotiating Rights Agreement and authorize the City Manager or her designee to execute said agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tatum Mothershead', with a stylized, cursive script.

Tatum Mothershead
Director, Economic and Community Development

A handwritten signature in black ink, appearing to read 'Rose Zimmerman', with a stylized, cursive script.

Rose Zimmerman
City Attorney

Attachment

Draft Exclusive Negotiating Rights Agreement

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT

THIS EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this “**Agreement**”) is entered into effective as of _____, 20__ (“**Effective Date**”) by and between the City of _____, a municipal corporation (“**City**”) and Majestic Hospitality & A F Canta, Inc., or Assignee (Partnership/LLC) (“**Developer**”). City and Developer are hereinafter referred to collectively as the “**Parties**.”

RECITALS

- A. The former Daly City Redevelopment Agency ("Dissolved Redevelopment Agency") owned that certain property located at 1837 Junipero Serra Blvd., Daly City, California, as more fully described and mapped in the attached Exhibit A (the "**Property**") prior to dissolution of the Dissolved Redevelopment Agency pursuant to California law.
- B. The Dissolved Redevelopment Agency acquired the Property in order to assist in the redevelopment of the Property consistent with the goals and objective of the Junipero Serra Redevelopment Plan (the "Redevelopment Plan"), which goals and objectives include the alleviation of blighting conditions and the stimulation of development in the former Daly City Redevelopment Project Area (the "Project Area").
- C. In accordance with Health and Safety Code Section 34191.5 the Successor Agency prepared a Long-Range Property Management Plan (the "LRPMP") which LRPMP was approved by the Oversight Board to the Successor Agency and the California Department of Finance.
- D. The LRPMP designates the Property to be transferred to the City for future development.
- E. The City is the owner of the Property as more particularly described in Exhibit A.
- F. The City has solicited and evaluated development proposals for the Property, and based upon such evaluation, has selected Developer as the entity with which to enter exclusive negotiations for redevelopment of the Property.
- G. Developer has proposed developing the Property with a Hotel Development entitled zoning particularly described in Exhibit “B”, and complementary uses including public or private open space, and additional amenities (the “**Project**”).
- H. The purpose of this Agreement is to establish the procedures and standards for the negotiation of a potential disposition and development agreement (“**DDA**”) that would address: (i) the disposition of the Property from the City to Developer, and (ii) Developer’s development of the Project on the Property. As more fully set forth below,

this Agreement does not obligate the City to execute a DDA or convey the Property, or any portion thereof, to Developer, nor does it grant Developer the right to develop the Project on the Property.

- I. The Property is identified as the Hotel Parcel in Phase II of Planned Development 54 (PD-54). The zoning allows for a 300-room hotel with up to 210,000 gross square feet of hotel space, 25,000 square feet of meeting/banquet space, in a building with a maximum height of 110 feet.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above, and all defined terms set forth in such Recitals and in the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as though set forth in full.
2. Good Faith Efforts to Negotiate. The Parties shall use their best efforts to negotiate a DDA that will describe the terms and conditions governing the conveyance of the Property and the development of the Project on the Property. The Parties shall diligently and in good faith pursue such negotiations. This Agreement does not impose a binding obligation on City to convey any portion of, or interest in, the Property to Developer, nor does it obligate City to grant any approvals or authorizations required for the Project (including the DDA). Without limiting the generality of the foregoing, Developer expressly acknowledges that any agreement resulting from the negotiations contemplated hereby shall become effective only if the agreement is approved by the City Council following compliance with all applicable notice and hearing requirements and compliance with all other requirements of law, including without limitation the California Environmental Quality Act (“CEQA”).
3. Developer’s Exclusive Right to Negotiate With City. City agrees that it will not, during the term of this Agreement (“**Term**”), directly or indirectly, through any officer, employee, agent, or otherwise, solicit, initiate or encourage the submission of bids, offers or proposals by any person or entity with respect to the acquisition of any interest in the Property or the development of the Property, and City shall not engage any broker, financial adviser or consultant to initiate or encourage proposals or offers from other parties with respect to the disposition or development of the Property or any portion thereof. Furthermore, City shall not, directly or indirectly, through any officer, employee, agent or otherwise, engage in negotiations concerning any such transaction with, or provide information to, any person other than Developer and its representatives with a view to engaging, or preparing to engage, that person with respect to the disposition or development of the Property or any portion thereof.
4. Term. The Term shall commence on the Effective Date, and shall terminate six (6) months thereafter, unless extended or earlier terminated as provided herein. The Term may be

extended for up to a maximum of Six (6) additional months upon the mutual written agreement of Developer and City or upon approval of the City Manager if the City Manager determines in his sole discretion that the Parties have made substantial progress in their negotiations to merit such extension. The Parties may, with City Council approval, agree to additional extensions. If a DDA has not been executed by the City and Developer (or an entity related to Developer and approved by the City) by the expiration of the Term (as the Term may have been extended pursuant to this Section), then this Agreement shall terminate, and neither Party shall have any further rights or obligations under this Agreement except such rights and obligations that expressly survive termination.

5. Good Faith Deposit. In consideration for this Agreement, Developer has, prior to City's execution of this Agreement, provided to City a cash deposit in the amount of Twenty Thousand Dollars (\$20,000) (the "**Good Faith Deposit**"). During the Term, City shall invest the Good Faith Deposit for purposes of earning interest thereon. If the Parties enter into a DDA, the Good Faith Deposit shall be disposed of as specified in the DDA. If this Agreement is terminated without execution of a DDA for any reason, other than an Event of a Default (as hereinafter defined) by Developer, then the Good Faith Deposit and any interest earned thereon, less any amounts expended to reimburse City for City Costs as provided in Section 6 below, shall be refunded promptly to Developer. If this Agreement is terminated as a result of an Event of Default, then the Good Faith Deposit and any interest earned thereon shall be disposed of as more fully provided in Section 12.4. If at any time prior to the Parties entering into a DDA, City Costs (as defined in Section 6) are incurred in an aggregate amount that equals or exceeds the amount of the original Good Faith Deposit, the Developer shall replenish the Good Faith Deposit in increments of Ten Thousand Dollars (\$10,000) each upon the written request of the City, subject to a maximum amount of expenses to be reimbursed of Forty Thousand Dollars (\$40,000).

6. Costs and Expenses. The Good Faith Deposit may be used to cover consulting costs and legal fees reasonably incurred in accordance with this Agreement for the development of Property. (collectively, "**City Costs**"). Prior to the City making any draws please provide Fifteen 15 days in advance a monthly projection of anticipated costs. City shall notify Developer monthly in writing of the amount drawn by City to pay City Costs. The notice shall include copies of all invoices paid from the Good Faith Deposit.

7. Termination.

7.1 Termination by Agreement. This Agreement may be terminated at any time by the mutual written consent of the Parties. In the event of such termination, subject to Section 7.4, the remaining Good Faith Deposit shall be repaid to Developer neither Party shall have any further rights against or liability to the other under this Agreement.

7.2 Termination by City for Cause. City shall have the right to terminate this Agreement upon City's good faith reasonable determination that Developer is not negotiating diligently and in good faith, which shall be the tasks described under the schedule of performance set forth in Exhibit "B" City shall exercise such right by delivering not less than ten (10) business days' advance written notice to Developer describing the nature of Developer's

default and the termination date. If Developer does not commence to cure the default and resume negotiations in good faith within such ten (10) business day period, City may terminate this Agreement effective as of the termination date stated in the notice. In the event of termination by the City pursuant to this Section 7.2, subject to Section 7.4, the remaining Good Faith Deposit and any interest earned thereon shall be repaid to Developer and neither Party shall have any further rights against or liability to the other under this Agreement.

7.3 Termination by Developer. Developer shall have the right to terminate this Agreement upon Developer's good faith reasonable determination that City is not negotiating diligently and in good faith. Developer shall exercise such right by delivering not less than ten (10) business days' advance written notice to City describing the nature of City's default and the termination date. If City does not commence to cure the default and resume negotiations in good faith within such ten (10) business day period, Developer may terminate this Agreement effective as of the termination date stated in the notice. In addition, Developer shall have the right to terminate this Agreement, effective upon ten (10) days' written notice to City, if Developer determines, in the exercise of Developer's sole discretion, that the results of Developer's investigation of the Property are unsatisfactory with respect to Developer's desired development activities or if Developer is unable to obtain other necessary approvals, rights or interests. In the event of termination by the Developer pursuant to this Section 7.3, the remaining Good Faith Deposit and any interest earned thereon shall promptly be repaid to Developer and subject to Section 7.4, neither Party shall have any further rights against or liability to the other under this Agreement.

7.4 Effect of Termination. Upon the expiration of the Term as such may be extended, or upon the earlier termination of this Agreement, without the Parties having successfully negotiated and executed a DDA, this Agreement shall forthwith be void, and there shall be no further liability or obligation on the part of either of the Parties or their respective officers, employees, agents or other representatives; provided however, the provisions of Section 9.1 (Studies), Section 9.2 (Access; Indemnity), Section 10 (Confidentiality), Section 12.4 (Liquidated Damages), and Section 14.7 (Indemnification) shall survive such termination. In no event shall either Party have the right to seek an award of damages as a result of the termination of this Agreement.

8. Compliance with CEQA. The Parties acknowledge that the Project description set forth in this Agreement is preliminary in nature and shall be described in further detail in the DDA to be negotiated during the Term. The Parties acknowledge that development of the Property for the Project will require the grant of discretionary land use entitlements subject to the City's normal review and approval process, that the Project must comply with CEQA, and that nothing in this Agreement is intended to or shall be interpreted as the grant of any approvals for development of the Project or the Property, or the modification or waiver of any City procedures or requirements. Without limiting the foregoing, the Parties acknowledge that the City retains discretion to (i) modify the Project as City may, in its discretion, determine to be necessary to comply with CEQA, (ii) select other feasible alternative and/or impose mitigation measures to avoid or minimize significant environmental impacts; (iii) balance the benefits of the Project against any significant environmental impacts prior to taking final action, if such impacts cannot otherwise be avoided; and/or (iv) determine not to proceed with the Project.

The Parties acknowledge that nothing in this Agreement shall be deemed a commitment by the City or Developer to enter into an agreement for conveyance or acquisition respectively of any interest in the Property or for the development of the Project. In addition, the Parties acknowledge that the final form of any agreement governing the development of the Property may contain matters not covered in this Agreement, and the provisions herein are not intended to exclude or preclude any other issues that may arise during negotiations.

Developer acknowledges that the Project must be evaluated under CEQA prior to City's approval of the DDA. If City determines that CEQA compliance requires preparation of an Environmental Impact Report ("EIR") for the Project, then provided this Agreement has not been terminated pursuant to and in accordance with Article 7 hereof i) City and Developer will select the consultant for preparation of the EIR; and ii) Developer will pay City's costs for environmental review, including the cost of City's EIR consultant. Developer's obligation to pay such costs shall be in addition to Developer's obligation to pay City expenses pursuant to Section 6.

9. Developer's Studies; Right of Access.

9.1 Developer's Studies. During the Term of this Agreement, Developer may prepare, at Developer's sole expense, any studies, surveys, plans, specifications and reports ("**Developer's Studies**") Developer deems necessary or desirable in Developer's sole discretion, to determine the suitability of the Property for the Project. Such studies may include, without limitation, title investigation, relocation analyses, marketing, feasibility, soils, seismic and environmental studies, financial feasibility analyses, and design studies. All this information will be submitted as part of CEQA compliance. Developer shall not be obligated to provide proprietary or financial information. Developer's obligation to provide reports and studies pursuant to this Section 9.1 shall survive the expiration or earlier termination of this Agreement. Upon the expiration of the Term as such may be extended, or upon the earlier termination of this Agreement, without the Parties having successfully negotiated and executed a DDA.

9.2 Right of Access. Developer shall have the right of reasonable access to the Property for the purposes of inspection, environmental assessments, soils testing, and similar work. Developer shall be responsible for obtaining any additional rights of access to the Property from third parties that may be necessary to prepare Developer's Studies. The City may impose reasonable limitations on access to the Property, and may require Developer to provide City with proof of insurance in compliance with City's requirements prior to performance of studies on the Property. City's advance written approval, which shall not be unreasonably withheld, conditioned or delayed, shall be required for any invasive testing. Developer agrees that unless City agrees otherwise in writing, Developer shall repair, restore, and return the Property and all improvements located thereon substantially similar to their condition immediately prior to any such testing at Developer's sole cost and expense. Developer shall at all times keep the Property free and clear of all liens and encumbrances related to Developer's inspection activities on the Property.

Developer shall indemnify, defend, and hold the City and its elected and appointed officers, officials, employees, consultants, agents and representatives (collectively, the “**Indemnitees**”) harmless from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including without limitation reasonable attorney’s fees and of litigation) (all of the foregoing, collectively “**Claims**”) arising out of Developer’s and Developer’s agents, employees, consultants, representatives and contractor’s entry on the Property or otherwise arising out of the exercise of this right of access, provided that Developer shall have no obligation related to Claims resulting from the Indemnitees’ gross negligence or willful misconduct, or Developer’s mere discovery of information regarding the Property. Developer’s defense and indemnity obligations pursuant to this Section 9.2 shall survive the expiration or earlier termination of this Agreement.

10. Confidentiality of Information. While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, Developer acknowledges that City will need sufficient, detailed information about the proposed Project to make informed decisions about the content and approval of the DDA. City will work with Developer to maintain the confidentiality of proprietary information subject to the requirements imposed on City by the Public Records Act (Government Code Section 6250 *et seq.*). Developer acknowledges that City may share information provided by Developer of a financial and potential proprietary nature with third party consultants who have been contractually engaged to advise City concerning matters related to this Agreement and/or the DDA and to City Council members as part of the negotiation and decision-making process. City shall inform third party consultants of the confidential nature of such financial and potential proprietary information. If this Agreement is terminated without the execution of a DDA, City shall return to Developer any confidential information submitted by Developer under this Agreement. If any litigation is filed seeking to make public any information Developer submitted to City in confidence, City and Developer shall cooperate in defending the litigation if Developer elects not to make public the information in question.

11. Execution of Definitive Agreement. The City shall have no legal obligation to grant any approvals or authorizations for the Project prior to City Council approval of the Project and related agreements following compliance with CEQA and all other applicable requirements of law.

12. Defaults and Remedies.

12.1 Default. In the event either Party breaches its obligations under this Agreement, the non-defaulting Party shall give written notice of a default to the defaulting Party specifying the nature of the default and the required action to cure the default. If a default remains uncured ten (10) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in Subsections 12.2, 12.3, and 12.4 below, as applicable.

12.2 Remedies for City Default. In the event of an uncured default by City hereunder, Developer’s sole remedy shall be to terminate this Agreement upon which termination, Developer shall be entitled to repayment of the remaining Good Faith Deposit and any interest earned thereon, as further provided in Section 5 and neither Party shall have any further right, remedy or obligation under this Agreement; provided however, any obligation under a specific

provision of this Agreement for a Party to pay or reimburse the other Party for a cost or to provide indemnity and defense shall survive such termination. Except as expressly provided herein, neither Party shall have any liability to the other for damages or otherwise for any default, nor shall either Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

12.3 Remedies for Developer Default. In the event of an uncured default by Developer, City's sole remedy shall be to terminate this Agreement and to retain the Good Faith Deposit and any interest earned thereon as further set forth in Subsection 12.4 below. Following such termination, neither Party shall have any right, remedy or obligation under this Agreement; provided however, any obligation under a specific provision of this Agreement for a Party to pay or reimburse the other Party for a cost or to provide indemnity and defense shall survive such termination.

12.4 Liquidated Damages. IN THE EVENT OF TERMINATION DUE TO DEVELOPER'S DEFAULT AS DESCRIBED IN THIS SECTION 12 ABOVE, THE GOOD FAITH DEPOSIT (OR, AS APPLICABLE, SUCH PORTION THEREOF WHICH HAS NOT BE DRAWN AGAINST BY THE CITY FOR CITY COSTS) MAY BE RETAINED BY CITY AS LIQUIDATED DAMAGES AND AS ITS PROPERTY WITHOUT ANY DEDUCTION, OFFSET OR RECOUPMENT WHATSOEVER. THE PARTIES AGREE THAT THE DAMAGES SUFFERED BY CITY BY REASON OF A DEVELOPER DEFAULT WOULD BE UNCERTAIN AND THAT SUCH DAMAGES WOULD INVOLVE SUCH VARIABLE FACTORS AS THE CONSIDERATION THAT ANOTHER DEVELOPER WOULD PAY FOR THE PROPERTY; THE EXPENSES OF CONTINUING THE OWNERSHIP AND CONTROL OF THE PROPERTY AND OF IDENTIFYING OTHER INTERESTED PARTIES AND NEGOTIATING WITH SUCH PARTIES; POSTPONEMENT OF TAX REVENUES TO THE COMMUNITY; AND THE FAILURE OF CITY TO EFFECT ITS PURPOSES AND OBJECTIVES WITHIN A REASONABLE TIME, RESULTING IN ADDITIONAL IMMEASURABLE DAMAGE AND LOSS TO CITY. IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE AMOUNT OF SUCH DAMAGES TO CITY, BUT THE PARTIES ARE OF THE OPINION, UPON THE BASIS OF ALL INFORMATION AVAILABLE TO THEM, THAT SUCH DAMAGES WOULD APPROXIMATELY EQUAL THE AMOUNT OF THE GOOD FAITH DEPOSIT HELD BY CITY AT THE TIME OF THE DEFAULT OF DEVELOPER, AND THE AMOUNT OF SUCH GOOD FAITH DEPOSIT SHALL BE PAID TO CITY UPON ANY SUCH OCCURRENCE AS THE TOTAL OF ALL LIQUIDATED DAMAGES FOR ANY AND ALL SUCH DEFAULTS AND NOT AS A PENALTY. IN THE EVENT THAT THIS PARAGRAPH SHOULD BE HELD TO BE VOID FOR ANY REASON, CITY SHALL BE ENTITLED TO THE FULL EXTENT OF DAMAGES OTHERWISE PROVIDED BY LAW. DEVELOPER AND CITY SPECIFICALLY ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION BY THEIR SIGNATURES HERE:

City: _____

Developer: _____

13. City Rights Following Expiration or Termination. Following expiration or termination of this Agreement, unless a DDA is executed by the Parties, City shall have the absolute right to pursue disposition and development of the Property in any manner and with any party or parties it deems appropriate; provided, however, nothing herein shall be deemed to preclude or disqualify Developer from responding to future requests for qualifications and/or proposals, if any, that City may publicly issue to qualified firms with respect to development of the Property.

14. Miscellaneous.

14.1 Assignment. The qualifications and identity of Developer are of concern to City. It is because of those unique qualifications and identity that City has entered into this Agreement with Developer. Accordingly, except as provided below, Developer may not assign its rights under this Agreement to any other person or entity, without the prior written approval of City. Any purported voluntary or involuntary assignment of Developer's exclusive negotiation rights without such City written approval shall be null and void. Notwithstanding the foregoing, Developer may assign its rights under this Agreement to a limited liability company or partnership in which Developer or an affiliated entity: (a) is a managing member or general partner; (b) is responsible for managing the day-to-day entitlement and development activities of such entity; and (c) has a controlling interest in such entity.

14.2 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Daly City
Attn: Director of Economic and Community Development
333 90th Street
Daly City, CA 94015

Copy: City of Daly City
Attn: City Attorney
333 90th Street, Third Floor
Daly City, CA 94105

Developer: Majestic Hospitality & A F Canta, Inc. LLC

14.3 No Commissions. Each Party represents and warrants that it has not entered into any agreement, and has no obligation, to pay any real estate commission in connection with the transaction contemplated by this Agreement. If a real estate commission is claimed through either Party in connection with the transaction contemplated by this Agreement or any resulting DDA, then the Party through whom the commission is claimed shall indemnify, defend and hold the other Party harmless from any liability related to such commission. The provisions of this Paragraph shall survive termination of this Agreement.

14.4 Relationship of the Parties. The Parties agree that nothing in this Agreement shall be deemed or interpreted to create between them the relationship of lessor and lessee, of buyer and seller, or of partners or joint venturers.

14.5 Authority; Disclosure. Developer warrants that to Developer's knowledge none of its principals, officers, general partners, joint venturers, employees, associates, or affiliates who have any economic interest in this Agreement or the contemplated development of the Property or the Project, have a familial, financial, or other material relationship with any elected or appointed official or employee of the City. Each person executing this Agreement on behalf of Developer does hereby covenant and warrant that (a) Developer is created and validly existing under the laws of the state of formation, (b) Developer has and is duly qualified to do business in California, (c) Developer has full corporate power and authority to enter into this Agreement and to perform all of Developer's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Developer is duly and validly authorized to do so. Each person executing this Agreement on behalf of City does hereby covenant and warrant that (a) City has full power and authority to enter into this Agreement and to perform all of City's obligations hereunder, and (b) each person (and all of the persons if more than one signs) signing this Agreement on behalf of City is duly and validly authorized to do so.

14.6 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Property with respect to this Agreement or any dispute or act arising from this Agreement. This Section shall survive the expiration of termination of this Agreement.

14.7 Indemnification. Developer hereby covenants, on behalf of itself and its permitted successors and assigns, to indemnify, hold harmless and defend the Indemnitees (defined in Section 9) from and against all Claims (defined in Section 9) arising out of or in connection with the actions of Developer or Developer's agents, employees, officers, representatives, contractors or consultants pursuant to this Agreement; provided however, Developer shall have no indemnification obligation with respect to the gross negligence or willful misconduct of any Indemnitee. This Section shall survive the expiration or earlier termination of this Agreement.

14.8 Severability. If any term or provision of this Agreement or the application thereof shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

14.9 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, oral or written, between the Parties with respect to such subject matter.

14.10 Amendments. This Agreement may be amended only by a written instrument executed by the Parties or their permitted successors in interest.

14.11 Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns; provided however, that except as expressly permitted by this Agreement, neither Party shall transfer or assign any of such Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, and any such transfer or assignment without such consent shall be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

14.12 Captions; Interpretation. This Agreement shall be interpreted as though prepared jointly by the Parties. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.

14.13 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of laws principles. Venue for any action under this Agreement shall be in the County of San Mateo, California.

14.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE.

11

Exhibit A

PROPERTY

(Attach legal description.)

DRAFT

EXHIBIT B

SCOPE OF NEGOTIATIONS/SCHEDULE OF PERFORMANCE

The goal of negotiations is to prepare a Disposition and Development Agreement (“DDA”) acceptable to both parties that will then be submitted to the City Council for consideration at a public. The proposed DDA contemplates the conveyance of the Site to the Developer at fair market value pursuant to a third-party appraisal or broker opinion of value to be paid for by the Developer, subject to various conditions precedent and the subsequent redevelopment of the Site into a high quality commercial development.

The Project Goals

The City encourages development of the Site into a high-quality Project that will maximize tax revenues to the City, create a significant number of job opportunities, and provide goods and services currently lacking in the community. The Developer shall seek cooperation from the property owners to the north and south of the Site to create integration with reciprocal rights of ingress/egress and parking.

The proposed Project should consist of a hotel use consistent with the zoning for the Site. The Site is identified as the Hotel Parcel in Phase II of Planned Development 54 (PD-54). The zoning allows for a 300-room hotel with up to 210,000 gross square feet of hotel space, 25,000 square feet of meeting/banquet space, in a building with a maximum height of 110 feet.

Responsibilities/Schedule of Performance

The developer shall complete the following tasks during the Exclusive Negotiation Period:

1. Conduct community meeting(s) to receive public input of Site uses.
2. Submit a site plan and building elevations to City for the Project.
3. Identify the critical infrastructure currently available to the Site and any improvements needed to support the Project. Provide preliminary cost estimates for the public improvements related to the Project.
4. Provide the City with real estate valuation input to help determine the cost of the Site for purposes of the DDA with the City. This may include proformas detailing the value of the development parcel and the associated public and private improvement costs to produce a parcel that is ready for development. This should also include an estimate of governmental fees to be paid.
5. Provide the City with other cost/benefit information to enable its consultants to prepare a fiscal benefit analysis for presentation to the City Council. This analysis typically includes the number of construction jobs created, the number of permanent jobs created,

the cost to maintain the public improvements upon dedication, the value of completed development, and the various tax revenues associated with development operations.

6. Provide a tentative schedule for acquisition and development of the Project.
7. If it is determined to be necessary condition precedent to the City's consideration of the DDA, the Developer shall submit an application for environmental review by the City and pay all normal and customary fees related thereto.

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