

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, October 08, 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 Second Week of October as Code Enforcement Officer Appreciation Week

Proclaiming October Filipino-American History Month in Daly City (Romeo Benson)

Utility Boxes Art Project (Professor Amir Saber Esfahani, Skyline College)

APPROVAL OF MINUTES:

Regular Meeting of September 24, 2018

APPROVAL OF AGENDA:

CONSENT AGENDA

AVAILABILITY OF PUBLIC RECORDS:

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

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. Authorization to Execute Professional Services Agreement with Woodard & Curran for Wastewater System Modeling Services
2. Authorization to Execute Professional Services Agreement with Brown and Caldwell for Hydraulic Modeling of the City Water System
3. Appropriate and Allocate AB1600 Funds to Purchase Mobile Column Lifts and Authorize the City Manager to Execute a Purchase Agreement with Steril-Koni to Purchase the Mobile Column Lifts
4. Resolution Opposing State Proposition 6 – Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative
5. Abandonment of a Portion Street Right-of-Way on Martin Street, Approval of the Subdivision Improvement Agreement Between the City of Daly City and Toll West Coast LLC and Approval of the Final Map SUB-03-17-012681 for the Map of Robertson School Site.

Check Registers:

6. Check Registers for the Month of September 2018

END OF CONSENT AGENDA

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

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

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

7. Council Committee
8. City Council

CLOSED SESSION:

- A. Conference with Legal Counsel – Existing
Litigation
Per Government Code Section 54956.9(a)

In Re: Verity Health System of California, et
al., Debtors in Possession
Case No. 18-bk-20151-ER (Bankruptcy
Court, L.A. Division)

ADJOURNMENT:

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 24, 2018

To view videos of the City Council meetings, visit <http://yt.vu/+dalycitycouncil>

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
Michael P. Guingona

Councilmembers Absent:
Glenn R. Sylvester

Staff Present:
Shawwna Maltbie, Interim City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PRESENTATIONS/PROCLAMATIONS:

Jefferson Union High School District Faculty and Staff Housing Project

(Superintendent Dr. Terry Deloria, Board President Andy Lie and Board Vice President Kalimah Salahuddin)

Bicycle and Pedestrian Master Plan "Walk Bike Daly City"

(Niko Letunic, Lead Consultant, Eisen/Letunic)

Mayor Manalo presented the following certificate and proclamation:

Certificate of Appreciation to Charles Tallerico

Proclaiming Week of October 7-13, 2018 as Fire Prevention Month

(received by Clyde Preston, Inspector, North County Fire Authority)

APPROVAL OF MINUTES:

Regular Meeting of September 10, 2018

It was moved by Vice Mayor Buenaventura, seconded by Councilmember Christensen and carried to approve the minutes of September 10, 2018.

APPROVAL OF AGENDA:

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

CONSENT AGENDA:

It was moved Councilmember Christensen, seconded by Vice Mayor Buenaventura and

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 24, 2018

Page 2

carried to approve the consent agenda as amended, with items #7 and #8 being removed from the consent agenda by Mayor Manalo for further discussion.

Resolutions:

Time Extension for Major Subdivision SUB-10-12-12396, Use Permit UPR-1-16-11898, and Design Review DR-1-16-11899 — Mixed-Use Building at 493 Eastmoor Avenue

Resolution 18-130, Approving Extension for Major Subdivision SUB-10-12-12396, Use Permit UPR-1-16-11898 And Design Review DR-1-16-11899 - Mixed-Use Building At 493 Eastmoor Avenue

Setting Time and Place for a Hearing on General Plan Amendment GPA-9-14-9640, Planned Development PD-9-14-9637 (Amendment to Existing PD-57), Major Subdivision SUB-9-14-9643, Use Permit UPR-1-18-13248, and Design Review DR-9-14-9644, Allowing 323 Condominiums in Three Residential Buildings and a 176-room Hotel at 525-595 Serramonte Boulevard (“Serramonte Views”) Set Hearing 11/26/2018

Resolution 18-131, Setting Time and Place of Public Hearing Regarding General Plan Amendment GPA-9-14-9640, Planned Development PD-9-14-9637 (Amendment To Existing PD-57), Major Subdivision SUB-9-14-9643, Use Permit UPR-1-18-13248, And Design Review DR-9-14-9644

Time Extension for Use Permit UPR-7-15-11164 and Design Review DR-7-15-11165 — Mixed-Use Building at 1590 Bryant Street

Resolution 18-132, Approving Extension of Zone Change ZC-7-15-11163, Use Permit UPR-7-15-11164 And Design Review DR-7-15-11165 - Mixed-Use Building At 1590 Bryant St.

Extension of Tentative Subdivision Map Approval for Major Subdivision SUB01-2 – Serramonte Condos

Resolution 18-133, Approving Extension of Tentative Map for Major Subdivision SUB01-2, For An Additional One Year Re: Subdivision Of An Existing Lot for the Purpose Of Building Condominiums and a Hotel

Amending Resolution Re: Designated Employees

Resolution 18-134, Amending Daly City’s Conflict of Interest Code as to Positions

Authorize the Bay Area Water Supply and Conservation Agency (BAWSCA) to Negotiate with the City and County of San Francisco to Amend the Water Supply Agreement

Resolution 18-135, Authorizing the Bay Area Water Supply and Conservation Agency to Negotiate with the City and County of San Francisco to Amend the Water Supply Agreement

Acknowledgement and Affirmation of the City of Daly City’s Harassment and Complaint Procedure

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 24, 2018

Page 3

Mayor Manalo thanked staff for updating the City's harassment policy and procedure, noting its importance for all employees.

It was moved by Mayor Manalo, seconded by Councilmember Christensen and carried by voice vote to adopt the following resolution:

Resolution 18-136, Acknowledging and Affirming the City of Daly City's Updated Harassment And Complaint Procedure

Commending John Fuller on the Occasion of His Retirement

The Council and Interim City Manager Shawna Maltbie commended Mr. Fuller on his leadership and commitment as Director of Public Works for the last decade.

It was moved by Mayor Manalo, seconded by Councilmember Buenaventura and carried by voice vote to adopt the following resolution:

Resolution 18-137, Commending John L. Fuller on the Occasion of His Retirement

END OF CONSENT AGENDA

COMMUNICATIONS:

Approval of Written Response to Grand Jury Report: "Smoke-Free Multiunit Housing: No Ifs, Ands, Or Butts"

Police Captain Cameron Christensen presented the draft response to be transmitted to the Superior Court, and reviewed the Grand Jury's findings and recommendations for Council.

It was moved by Councilmember Guingona, seconded by Councilmember Christensen and carried by unanimous roll call vote to accept the report.

Resolution of the City Council Concerning the Bankruptcy filed by Verity Health Systems and Potential Sale of Seton Medical Center and Seton Coastside

Mayor Manalo reported that tonight's resolution is to maintain the current zoning and land use for Seton Medical Center. Mayor Manalo made amendments to the proposed resolution including its title and a clause to designate the site's use as hospital only.

It was moved by Mayor Manalo, seconded by Vice Mayor Buenaventura and carried by unanimous roll call vote to adopt the following resolution with amendments to the proposed resolution:

Resolution 18-138, Supporting the Current Land Use and Zoning for Seton Medical Center

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 24, 2018

Page 4

ORDINANCES:

Second Reading, Ordinance No. 1422, Amending Zoning Ordinance, Adopting PD-60A Standards - Westlake Shopping Center

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

Ordinance 1422, Amending the Daly City Zoning Map by Amending Ordinance No. 1316 Re: Planned Development Standards for PD-60A (APNs 002-170-220, 002-170-230; 002-201-140, 002-201-520, 002-201-530, 002-201-540, 002-201-550, 002-201-560, 002-201-570, 002-191-270, 002-191-330) Westlake Shopping Center

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Pamela DiGiovanni, resident, commended and thanked Council for supporting the hospital land use designation of Seton Medical Center. She noted the center serves a large area which includes Daly City residents.

Sharon Keenan, resident, asked what the City can do to stop individuals from taking down candidates' signs to ensure a fair election. She also pointed out that election day is soon and there has been no information on a public debate for the candidates.

REPORTS:

Council Committee

Affordable Housing Committee (Manalo/Sylvester)
Bay Area Water Supply Conservation Agency (BAWSCA) Board Meeting (Manalo)

City Council

Mayor Manalo reported attendance at recent community events and meetings for the month of September and gave an update on the City's meetings regarding Seton Medical Center. Mayor Manalo was recently honored with the Continuing Influential Award for policy-making and as a visionary by the Global Summit held in England. It was announced that Assemblymember Phil Ting's upcoming town hall meeting will be noticed on the City's website.

ADJOURNMENT:

Mayor Manalo requested a moment of silence and adjourned the meeting at 8:15 PM in memory of Donatilo Simbre Sudaria, Lynda Ann Flynn McNesby, and Evelyn Cavinta Pulido.

Approved as submitted, this 8th

day of October, 2018.

City Clerk

Mayor



City Council Agenda Report

Item # _____

Meeting Date: October 8, 2018

Subject: Authorization to Execute Professional Services Agreement with Woodard & Curran for Wastewater System Modeling Services

Recommended Action

Authorize the City Manager to execute an agreement for professional services with Woodard & Curran (formerly known as RMC) of Walnut Creek, California, for as needed tasks related to capacity planning of the North San Mateo County Sanitation District (NSMCSD) wastewater collection (sewer) system.

Background

The hydraulic model for the NSMCSD's wastewater collection system was developed by RMC in April 2009 and updated in 2015. The hydraulic model of the wastewater collection system was created based on census, water use, and flow monitoring data, and future land use and development plans. The City wishes to use the model for on-going evaluation of capacity-related issues, including assessing impacts of proposed new developments, evaluating "what-if" scenarios related to proposed new wastewater collection system improvements, and updating the model and capacity assessment based on permanent changes.

Discussion

The scope of work with Woodard & Curran under this professional services agreement includes the following:

- Assess the impact on the wastewater collection system capacity of proposed development projects and determine where additional capacity may be required to handle increased flows caused by new developments.
- Evaluate "what-if" scenarios related to proposed new or improved Capital Improvement Program (CIP) collection system or pump stations improvements.
- Update the model and capacity assessment based on permanent changes in the sewer collection system.

For each analysis, Woodard & Curran will prepare a brief technical memorandum summarizing the model assumptions and results, along with appropriate figures. For each sewer study/model analysis task authorized by the City, Woodard & Curran will include the estimated fee, with indication of associated personnel and personnel hours required. Woodard & Curran will monitor project budget, prepare invoices, and communicate with the City by telephone and e-mail regarding project status and issues. Woodard & Curran will track costs separately for each model evaluation

associated with a developer project so that the City can determine appropriate costs to be charged a developer. The agreement with Woodard & Curran will provide wastewater system modeling services through October 2020.

Fiscal Impact

For each evaluation associated with a development project, fees will be paid by the developer and will include a 20% City Administration fee. For City design project evaluations, the appropriate CIP project budget will pay for the Woodard & Curran fees.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute an agreement for professional services with Woodard & Curran of Walnut Creek, California, for tasks related to capacity planning for the City's wastewater collection system.

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

Respectfully submitted,



Roland Yip
Senior Civil Engineer



John L. Fuller
Director of Public Works

**AGREEMENT WITH WOODARD & CURRAN, INC.
FOR DESIGN PROFESSIONAL SERVICES
FOR
City of Daly City**

This Agreement, made and entered into this ____ day of _____, 2018 by and between the **CITY OF DALY CITY**, a municipal corporation existing under the laws of the State of California ("CITY"), and Woodard & Curran, Inc., a Maine Corporation ("CONSULTANT"):

Woodard & Curran, Inc.
Address is 2175 North California Blvd., Suite 315
Walnut Creek, CA 94596

R E C I T A L S :

A. CITY desires certain construction document services hereinafter described as the design services for wastewater system modeling services.

B. CITY desires to engage CONSULTANT to provide these consulting services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, the proposal from Woodard & Curran, Inc. dated May 9th, 2018, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on October 1, 2018 and be completed on or about October 1, 2020.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee pursuant to rates stated in Exhibit A to this Agreement, attached and incorporated by reference. In no event shall Consultant's total compensation under this Agreement exceed seventy-five thousand dollars (\$75,000)

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY'S payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - INDEPENDENT CONTRACTOR

It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may

have to any such rights.

SECTION 9 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 10 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 11 – USE OF SUBCONSULTANTS

CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing, and printing. CONSULTANT shall be solely responsible for reimbursing any subconsultants and the CITY shall have no obligation to them.

SECTION 12 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent CONSULTANT as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 13 - INDEMNITY

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant and Consultant's sureties agree to defend (with legal counsel acceptable to the City), indemnify and hold harmless the City, its officers, agents, officials, representatives, employees and volunteers (collectively "Indemnitees") from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities arise out of the

sole negligence, active negligence, or willful misconduct of Indemnatee.

Acceptance by the City of the work performed under this Agreement does not operate as a release of Consultant from such professional responsibility for the work performed pursuant to this Agreement.

The duty of Consultant and its sureties to indemnify and hold harmless as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Consultant to indemnify the City, its subsidiary districts, its officers, agents or employees against any responsibility for liability in contravention of Section 2782 of the California Civil Code. To the extent there is an obligation to indemnify under this Section, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

Consultant and its sureties expressly and specifically agree to waive any and all subrogation rights it may have against the City, its subsidiary districts, officers or employees. Indemnification and waiver of subrogation contained in this section shall remain operative and in full force and effect regardless of any termination of this Agreement.

SECTION 14 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 04 13 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of ***five (5) years after completion of work.***

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 15 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 16 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 17 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 18 – SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 19 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 20 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subconsultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 21 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 22 - LITIGATION

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT'S services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT'S wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT'S standard hourly rates at the time of actual testimony.

SECTION 23 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: City Engineer
City of Daly City – Engineering Division
333 – 90th St.
Daly City, CA 94015

To CONSULTANT: Gisa Ju
Woodard & Curran, Inc.
2175 North California Blvd., Suite 315
Walnut Creek, CA 94596

SECTION 24 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 25 – AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 26 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

SECTION 27 - PERFORMANCE PERIOD

A. This contract shall go into effect on October 8th, 2018, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The contract shall end on October 8th, 2020, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF DALY CITY

CONSULTANT

Woodard & Curran, Inc.

Shawna Maltbie
Interim City Manager

Gisa Ju
Vice President

Rose Zimmerman
City Attorney

K. Annette Hipona
City Clerk

Via Electronic Mail

May 9, 2018



Mr. Roland Yip, P.E.
Public Works Department
City of Daly City
330 90th Street
Daly City, CA 94015

Re: Proposal for Wastewater System Modeling Services

Dear Roland:

Attached is our proposed scope of work (Exhibit A) and rate schedule (Exhibit B) for providing wastewater system modeling services to the City. Please call me at 925.627.4139 or email at gju@woodardcurran.com if you have any questions or comments.

Sincerely,

WOODARD & CURRAN

A handwritten signature in black ink, appearing to read "Gisa Ju".

Gisa Ju, P.E.
Vice President

EXHIBIT A

**COLLECTION SYSTEM HYDRAULIC MODELING SUPPORT
SCOPE OF SERVICES**

Background and Purpose of Project

This document describes the Woodard & Curran scope of work for providing hydraulic modeling support to the City of Daly City (City) for tasks related to capacity planning for the City's wastewater collection system. This work will be based on the hydraulic model developed for the North San Mateo County Sanitation District (NSMCSD) as part of NSMCSD's Collection System Evaluation Project completed in April 2009 and updated for the Collection System Model Update and Flow Impact Study for the Proposed Serramonte Center Expansion prepared for the City in 2015. The hydraulic model of the system was created based on census, water use, and flow monitoring data, and future land use and development plans. The City wishes to use the model for on-going evaluation of capacity-related issues, including assessing impacts of proposed new developments ("sewer studies"), evaluating "what-if" scenarios related to proposed new sewer pipelines, and updating the model and capacity assessment based on permanent changes.

Scope of Work

The tasks included in Woodard & Curran's scope of services are described below.

Task 1 – Model Evaluations

Under this task, Woodard & Curran will run the model as requested by the City to:

- 1) Assess the impact on trunk sewer capacity of proposed development projects and determine where additional capacity would be required (e.g., increased pipe size or larger pump station capacity) if needed to handle increased flows caused by the new developments;
- 2) Evaluate "what-if" scenarios related to proposed new or improved sewer pipelines or pump stations; or
- 3) Update the model and capacity assessment based on permanent changes in the sewer system.

For each such analysis, Woodard & Curran will track costs under a separate subtask. For each analysis, Woodard & Curran will prepare a brief technical memorandum (TM) summarizing the model assumptions and results, along with appropriate figures (e.g. model-generated hydraulic profiles or thematic maps showing potential surcharge).

Deliverables:

- Model run assumptions and results TM

Assumptions:

- The City will provide required data to conduct analyses. For proposed developments, this will include development location, proposed connection point to sewer system, and development details (e.g., number and type of dwelling units, square footage and type of commercial building floor space, etc.). For proposed system changes, this will include information such as alignment and size of proposed sewer pipelines or plans and operational specifications for pump station improvements.

Task 2 – Project Management and Coordination

Woodard & Curran will prepare an estimate of level of effort and cost for each modeling request from the City. Woodard & Curran will monitor project budget, prepare invoices, and communicate with the City by telephone and e-mail regarding project status and issues. A 2-year contract period is assumed. Woodard & Curran will track costs separately for each model evaluation associated with a developer project so that the City can determine appropriate costs to be charged to developer.

Assumptions:

- Any required meetings are assumed to be included as part of the model evaluations under Task 1.

Exhibit B
Woodard & Curran
2018 Standard Billing Rates

Labor Category	Rate (\$/hr)
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	157
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	182
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	206
Project Engineer 1 (PE1) Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	215
Project Engineer 2 (PE2) Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2)	229
Project Manager 1 (PM1) Technical Manager 1 (TM1)	244
Project Manager 2 (PM2) Technical Manager 2 (TM2)	258
Senior Project Manager (SPM) Senior Technical Manager (STM)	274
Senior Technical Practice Leader (STPL)	301
National Practice Leader (NPL) Strategic Business Unit Leader (SBUL)	315
Software Engineer 1 (SE1)	140
Designer 1 (D1)	145
Designer 2 (D2)	153
Designer 3 (D3) Senior Software Developer (SSD)	158
Senior Designer (SD)	165
Project Assistant (PA)	108
Marketing Assistant (MA) Graphic Artist (GA)	115
Senior Accountant (SA) Billing Manager (BM)	125
Marketing Manager (MM) Graphics Manager (GM)	145

Note: The individual hourly rates include salary, overhead and profit. Other direct costs (ODCs) such as reproduction, delivery, mileage (as allowed by IRS guidelines), and travel expenses will be billed at actual cost plus 10%. Subconsultants will be billed as actual cost plus 10%. Woodard & Curran, Inc., reserves the right to adjust its hourly rate structure at the beginning of each year for all ongoing contracts.



City Council Agenda Report

Item # _____

Meeting Date: October 8, 2018

Subject: Authorization to Execute Professional Services Agreement with Brown and Caldwell for Hydraulic Modeling of the City Water System

Recommended Action

Authorize the City Manager to execute an agreement for professional services with Brown and Caldwell of Walnut Creek, California, for as needed tasks related to hydraulic analysis of the City's water system.

Background

The hydraulic model of the City's water system was developed by Brown and Caldwell in the 1990's and updated several times since 2011. Future hydraulic modeling and analysis will be based on the existing hydraulic model of the City's potable water system that calculates and tracks various hydraulic components such as the volume of flow, velocity and pressure of water through the water distribution system. The hydraulic model will analyze various scenarios to determine an appropriate distribution configuration and water main sizes required to deliver domestic and fire flow demands. The City wishes to use the model for on-going evaluation of issues, including assessing impacts of proposed new developments, evaluating "what-if" scenarios related to proposed new water pipelines, and updating the model and flow demands based on permanent changes.

Discussion

The scope of work with Brown and Caldwell under this professional services agreement includes the following:

- Assess the impact on the water system of proposed new development projects and determine where additional or upgraded facilities may be required to provide sufficient volume and pressure to meet City design criteria and fire code requirements.
- Evaluate "what-if" scenarios related to proposed new Capital Improvement Projects (CIP) to improve the water distribution system.
- Update the City's water system hydraulic model based on permanent changes in the water system as, or if needed.

For each analysis, Brown and Caldwell will prepare a brief technical memorandum summarizing the model assumptions and results, along with appropriate figures. For each model analysis task authorized by the City, Brown and Caldwell will include the estimated fee, with indication of associated personnel and personnel hours required. Brown and Caldwell will monitor project

budget, prepare invoices, and communicate with the City by telephone and e-mail regarding project status and issues. Brown and Caldwell will track costs separately for each model evaluation associated with a developer project so that the City can determine appropriate costs to be charged to a developer. The agreement with Brown and Caldwell will provide hydraulic modeling services through October 2020.

Fiscal Impact

For each evaluation associated with a development project, fees will be paid by the developer and will include a 20% City Administration fee. For City design project evaluations, the appropriate CIP project budget will pay for the fees.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute an agreement for professional services with Brown and Caldwell of Walnut Creek, California, for tasks related to hydraulic analysis of the City's water system.

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

Respectfully submitted,



Roland Yip
Senior Civil Engineer



John L. Fuller
Director of Public Works

**AGREEMENT WITH BROWN AND CALDWELL
FOR DESIGN PROFESSIONAL SERVICES
FOR
City of Daly City**

This Agreement, made and entered into this ____ day of _____, 2018 by and between the **CITY OF DALY CITY**, a municipal corporation existing under the laws of the State of California ("CITY"), and Brown and Caldwell, a California S-Corporation ("CONSULTANT"):

Brown & Caldwell
201 North Civic Drive, Suite 300
Walnut Creek, CA 94596

R E C I T A L S :

A. CITY desires certain construction document services hereinafter described as the design services for wastewater system modeling services.

B. CITY desires to engage CONSULTANT to provide these consulting services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, the proposal from Brown & Caldwell dated May 23rd, 2018, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any negligent errors or omissions.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on October 1, 2018 and be completed on or about October 1, 2020.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. "As long as Consultant has not defaulted under this Agreement, City shall pay Consultant within 30 days of the date of Consultant's invoices for Services performed and reimbursable expenses incurred under this Agreement. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee pursuant to rates stated in Exhibit A to this Agreement, attached and incorporated by reference. In no event shall Consultant's total compensation under this Agreement exceed one hundred and eighty-five thousand dollars (\$185,000).

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY'S payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, upon payment to Consultant, and shall be the property of CITY, whether the project for which they are made is executed or not. Any such reuse will be at the City's risk without liability to Consultant.

SECTION 8 - INDEPENDENT CONTRACTOR

It is understood that Consultant, in the performance of the work and services agreed to be

performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 9 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 10 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 11 – USE OF SUBCONSULTANTS

CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing, and printing. CONSULTANT shall be solely responsible for reimbursing any subconsultants and the CITY shall have no obligation to them.

SECTION 12 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent CONSULTANT as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 13 - INDEMNITY

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant agree to defend, indemnify and hold harmless the City, its officers, agents, officials, representatives, employees and volunteers (collectively "Indemnitees") from and against any and all claims, demands, actions, losses, damages, injuries, and liability, that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are arise out of the negligence, active negligence, or willful misconduct of

Indemnatee.

Acceptance by the City of the work performed under this Agreement does not operate as a release of Consultant from such professional responsibility for the work performed pursuant to this Agreement.

The duty of Consultant to indemnify and hold harmless as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Consultant to indemnify the City, its subsidiary districts, its officers, agents or employees against any responsibility for liability in contravention of Section 2782 of the California Civil Code. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

Consultant expressly and specifically agree to waive any and all on general and auto liability policies it may have against the City, its subsidiary districts, officers or employees. Indemnification and waiver of subrogation contained in this section shall remain operative and in full force and effect regardless of any termination of this Agreement.

SECTION 14 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as additional insured on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 07 04 or equivalent or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation on its general and automobile liability policies which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of ***five (5) years after completion of work.***

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require "copies with confidential information redacted copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 15 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 16 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in accordance with generally accepted engineering standards in effect at the time of services, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 17 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 18 – SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 19 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 20 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subconsultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 21 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 22 - LITIGATION

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT'S services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT'S wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT'S expert hourly rates at the time of actual testimony.

SECTION 23 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: City Engineer
City of Daly City – Engineering Division
333 – 90th St.
Daly City, CA 94015

To CONSULTANT: Jeff Kivett
Brown & Caldwell
201 North Civic Drive, Suite 300
Walnut Creek, CA 94596

SECTION 24 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 25 – AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 26 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

SECTION 27 - PERFORMANCE PERIOD

A. This contract shall go into effect on October 8th, 2018, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The contract shall end on October 8th, 2020, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF DALY CITY

CONSULTANT

Brown and Caldwell

Shawna Maltbie
Interim City Manager

Jeff Kivett
Vice President

Rose Zimmerman
City Attorney

K. Annette Hipona
City Clerk

201 North Civic Drive, Suite 300
Walnut Creek, CA 94596
Phone: 925.937.9010
Fax: 925.937.9026
www.browncaldwell.com



May 23, 2018

Roland Yip, PE, QSP/D
Senior Civil Engineer
City of Daly City
330 90th Street
Daly City, CA 94015

RE: Master Services Agreement for Water System Hydraulic Modeling

Dear Mr. Yip,

Brown and Caldwell (BC) is pleased to submit this response to your Request for Proposal (RFP) for the updated Master Services Agreement (MSA) for hydraulic modeling of the City of Daly City's (City) water system. We understand that the City would like to update this agreement to its current standard Professional Services Consulting Agreement for a period of two years. The scope of services for this MSA will include the following types of tasks:

Hydraulic modeling and analysis will be based on the existing hydraulic model of the City's potable water system that calculates and tracks various hydraulic components such as the volume of flow, velocity and pressure of water through the water system. The hydraulic model will analyze various scenarios to determine an appropriate distribution configuration and water main sizes required to deliver domestic and fire flow demands. The City wishes to use the model for ongoing evaluation of issues, including assessing impacts of proposed new developments, evaluating "what-if" scenarios related to proposed new water pipelines, and updating the model and flow demands based on permanent changes.

Our project team for these Task Orders will include Project Manager/Engineer, Kevin Kai, PE; and Technical Advisor, Bill Faisst, Ph.D., PE.

Please find enclosed the following two attachments as requested:

- Attachment A – Fee Schedule
- Attachment B – Exceptions to the Professional Services Consulting Agreement

BC is excited to be a part of your future hydraulic modeling and analysis projects. If you have questions, please contact Chris Peters at 415.450.0889 or cpeters@brwnncald.com.

Best Regards,
BROWN AND CALDWELL

A handwritten signature in blue ink, appearing to read "Chris Peters".

Chris Peters, PE, QSD
Project Manager

A handwritten signature in blue ink, appearing to read "Jeff Kivett".

Jeff Kivett, PE*
Vice President

* Registered in states other than California

Fee Schedule

Attachment A

Brown and Caldwell Schedule of Hourly Billing Rates

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I	\$73
B	Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	\$76
C	Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	\$89
D	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	\$92
E	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	\$99
F	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	\$121
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	\$141
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	\$162
I	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/ Hydrogeologist Principal Scientist	Corp. Contract Administrator	\$200
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	\$230
K	Managing Engineer	Managing Geologist/ Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	\$271
L	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$301
M	Vice President			\$331
N	Senior Vice President			\$387
O	President/Executive Vice President			\$387
P	Chief Executive Officer			\$387

Brown and Caldwell will use this rate schedule for the initial two-year contract duration, and there will be a 10 percent markup for subconsultants; if the City extends the duration, Brown and Caldwell will increase the rate by the rate of inflation for the final two years.



City Council Agenda Report

Item # _____

Meeting Date: October 8, 2018

**Subject: Appropriate and Allocate AB1600 Funds to Purchase Mobile Column Lifts and
 Authorize the City Manager to Execute a Purchase Agreement with Stertil-
 Koni to Purchase the Mobile Column Lifts**

Recommended Action

Staff recommends that the City Council appropriate and allocate AB1600 funds to purchase mobile column lifts and authorize the City Manager, or her designee, to execute a purchase agreement with Stertil-Koni to purchase the mobile column lifts.

Background

The fleet Section of the Public Works Maintenance Division is operating at a very high level of efficiency and doing a excellent job at servicing equipment at competitive costs and better turnaround times than most contract vendors. The one glaring deficiency negatively impacting the fleet maintenance operation is the lack of space and heavy equipment lifting capacity at the Coty's garage.

Currently the garage has only one vehicle lift with the capacity capable of lifting any of the City's 40 large pieces of heavy equipment (fire engines, street sweepers, VacCons, etc.). Due to only having one heavy equipment lift the mechanics can only service one large vehicle at a time. The lack of large vehicle lifting capacity often means that vehicle that could be worked on since we have multiple mechanics, can't be worked on because they must wait for their turn on the heavy equipment lift. The lack of heavy vehicle lifting capacity is reducing fleet maintenance efficiency and increasing delay time to user departments.

In addition, the two Fire ladder trucks are too large to be accommodated by this single lift and can't even fit within the garage. To avoid having to work on the fire ladder trucks outdoors, sometimes in the rain, Public Works has begun servicing the Fire ladder trucks in the parks warehouse which is larger than the city's garage building. To address the problem of inadequate shop space and heavy vehicle lifting capacity Public Works staff began researching the costs and options to providing a second heavy vehicle lift at the Parks warehouse building.

The Motor Vehicles Section of the Public Works Maintenance Division researched purchasing a stationary four (4) post heavy duty equipment lift and the estimated cost was \$300,000. During discussions with various vendors, staff was informed of the availability of mobile column lifts that are more versatile and cost effective than stationary lifts. Fleet staff visited a neighboring agency for a demonstration of the capabilities of the mobile lifts. Additionally, staff arranged for a vendor to deliver a set of loaner mobile lifts to ensure they would meet the operational needs of the Fleet Section. The Motor Vehicle Section has since used the loaner mobile lifts to efficiently service VacCons, Fire equipment, and heavy-duty equipment assigned to the Department of Water and Waste Water Resources.

The mobile column lifts will allow the Fleet Section to efficiently service heavy duty equipment owned by the City. Often the Fleet Section is task with servicing Fire apparatus and/or other heavy-duty equipment simultaneously. The Fleet Section is challenged by the lack of space in the Fleet Section building to service more than one (1) Fire apparatus or heavy-duty equipment simultaneously. The mobile column lifts will allow staff to service multiple Fire apparatus and heavy-duty vehicles simultaneously. Due to the lack of floor space to service vehicles, the mobile column lifts will provide flexibility for staff to service vehicles in the Fleet Section building or Park Maintenance building.

Discussion

The Motor Vehicles Section of the Public Works Maintenance Division recommends the purchase of two (2) sets of Koni Mobile Column Lifts and associated accessories for a total amount not to exceed \$120,000 by utilizing the procurement services provided by Sourcewell.

Sourcewell (formerly NJPA) is a “government to government” procurement service available nationwide. Governmental entities have been procuring products and services through Sourcewell since 1976. Sourcewell strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, in addition to providing the customer service necessary to help its members achieve their purchasing goals. All contracts available to members of Sourcewell have been awarded by a 12-Step public competitive procurement process.

When participating in Sourcewell, members pay the vendor or contractor directly. However, Sourcewell does act as the purchasing agent on behalf of participating end users by performing specific services including, but not limited to conducting research and surveys, developing specifications, soliciting vendor participation, conducting pre- and post-bid conferences, opening bids and proposals, contracts administration, evaluating responses and issuing contract numbers for specific base prices.

If approved, Public Works will utilize the procurement services provided by Sourcewell to purchase two (2) sets of Koni Mobile Column Lifts and associated accessories from Stertil-Koni.

Fiscal Impact

Funding for the purchase of the mobile column lifts and associated equipment will be made up of AB1600 from Streets (\$20,280.00), Police Department (\$2,160.00), and Water (\$27,240.00). Additional funding will come from Sanitation operating budget (\$9000.00) and Fleet operating budget (\$61,320.00). The amounts noted above total \$120,000.00.

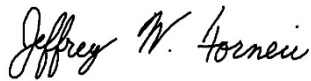
There are sufficient funds available in the AB1600 funds and the Fleet and Sanitation Operating Budgets to purchase two (2) sets of Koni Mobile Column Lifts and associated accessories from Stertil-Koni in the amount not to exceed \$120,000.00.

Summary/Conclusion

Staff recommends that the City Council appropriate and allocate AB1600 funds to purchase mobile column lifts and authorize the City Manager, or her designee, to execute a purchase agreement with Steril-Koni to purchase the mobile column lifts and associated equipment in an amount not to exceed \$120,000.00.

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

Respectfully submitted,



Jeffrey W. Fornesi
Asst. to the Director Public Works



John L. Fuller
Director of Public Works

Attachment: Steril-Koni Quote

Stertil-Koni
200 Log Canoe Circle
Stevensville, MD 21666
United States

T: 410.643.9001
F: 410.643.8901

Date	09/26/2018
Expires	12/25/2018
Quote #	1135
Contact	Kellie Boehm

Prepared for City of Daly City
Jose Garcia
798 Niantic Ave
Daly City, California 94014
United States

T: 650-991-8027
E: jgarcia@dalycity.org

Sourcewell

Item	Code	Qty	Price	Total
Mobile Column Lifts, Earthlift Controls	ST-1085-2FRA	2	\$64,146.00	\$128,292.00
• 18,500 lbs. capacity per column, 74,000 lbs. total capacity • 24-volt battery operated energy retrieval system • Ebright touchscreen control system with variable speed and adjustment for raising and lowering • Digital weight gauge • Adjustable Forks • ALI Certified: ANSI/ALI ALCTV-2011				
<i>Item Discount</i>		1	32%	(\$41,053.44)
High Lift Wheel Dolly	SKWD-500	1	\$9,654.00	\$9,654.00
High Lift Wheel Dolly (HLWD) with chain guard, 1,000lbs. Capacity, 52" lifting height, pneumatic operation				
<i>Item Discount</i>		1	32%	(\$3,089.28)
Multi-Purpose Adapter	38000950	1	\$6,884.00	\$6,884.00
Multi-Purpose Wide Reach Adapter ST1075/1085/1100, cap. to match column 44,000 lbs, (2 pieces), incl. two U-shape sliding adapters 59001091				
<i>Item Discount</i>		1	32%	(\$2,202.88)
Support Stands	JS-H8	4	\$1,194.00	\$4,776.00
Capacity 18,000 lbs, High, Foldable, 10 locking positions, Range 50"-80" & 53"-83" with fine adjustment, weight 130 lbs				
<i>Item Discount</i>		1	32%	(\$1,528.32)
Set-up and Training	Misc	1	\$500.00	\$500.00[†]

[†] Non-taxable item

Please contact us if you have any questions.

Subtotal	\$150,106.00
Discount	(\$47,873.92)
Shipping	\$3,200.00
Daly City (8.75%)	\$8,901.56
Total Due	\$114,333.64 USD

Contract

Sourcewell/Formerly NJPA - Contract #: 061015-SKI

Local Distributor

MME
Bob Egli
510.701.4944
begli@source-mme.com

Terms and Conditions

1. Product availability and proposed delivery date provided ARO
2. Please submit PO to orders@stertil-koni.com



City Council Agenda Report

Item # _____

Meeting Date: October 8, 2018

Subject: Resolution Opposing State Proposition 6 – Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative

Recommended Action

Staff recommends the City Council adopt a Resolution opposing Proposition 6 – Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative.

Background

California Proposition 6 is on the November 6, 2018 ballot in California to repeal the Road Repair and Accountability Act, also known as Senate Bill 1 (SB 1).

On April 28, 2017, SB 1 was signed into law funding the Road Maintenance and Rehabilitation Account (RMRA). SB 1 increased transportation related taxes and fees to provide new revenue for road repair and rehabilitation and upgrade of the public transportation network. SB 1 is expected to generate \$5.2 billion per year over the next ten years to fund state maintained transportation infrastructure and local transportation priorities including local streets, transit and pedestrian and bicycle projects.

To ensure that the funds collected under SB 1 will only be used for transportation related projects and programs, voters approved Proposition 69, in June of 2018, holding state and local government accountable for making the transportation improvements they commit to delivering.

Discussion

The passage of Proposition 6 would jeopardize the funding needed by Daly City to implement road rehabilitation projects to maintain and improve the City's Pavement Condition Index (PCI). Based on the State Department of Finance revenue projections, Daly City expects to receive approximately \$1.8 million in FY 2018-19. If proposition 6 passes, the increased funding proposed for the next decade will be lost and transportation projects in every city, county, and the state would be delayed indefinitely or cancelled.

Majority voter opposition to Proposition 6 will allow the fuel and vehicle taxes/fees recently passed to continue to be in effect and pay for highway, road, bicycle, pedestrian and bridge maintenance and repair projects, as well as transit programs.

Fiscal Impact

There is no fiscal impact associated with the recommendation to adopt a resolution opposing Proposition 6. However, should proposition 6 pass in November, Daly City will lose a major revenue source for the next decade resulting in a decrease of Daly City's Pavement Condition Index (PCI) or other projects not being completed.

Summary/Conclusion

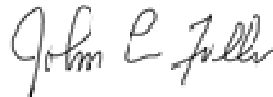
Staff recommends the City Council adopt a Resolution opposing Proposition 6 – Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative.

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

Respectfully submitted,



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



John L. Fuller
Director of Public Works

Attachments: Resolution
Proposition 6 Facts Sheet

PROPOSITION 6: IMPACTS ON TRANSPORTATION FUNDING

UNDERSTANDING THE FACTS



WHAT IS PROPOSITION 6?

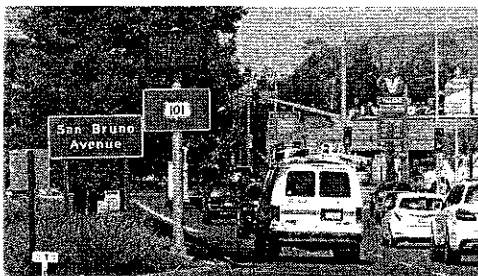
Proposition 6 on the November 2018 ballot is intended to repeal Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017.

WHAT HAPPENS IF PROPOSITION 6 PASSES?

If Proposition 6 passes, SB 1 would be repealed. Gas and vehicle fees might be cheaper, but many projects funded through SB 1 in San Mateo County to improve highways, roads, bridges, trails, pedestrian safety, and travel would be delayed indefinitely or cancelled. Proposition 6 would also require voter approval for any new, higher, or extended fuel tax or vehicle fee in the future, requiring alternative funding sources for future transportation projects.

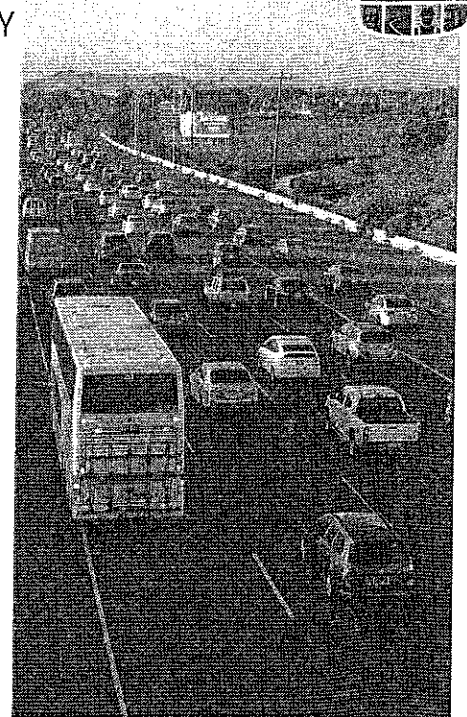
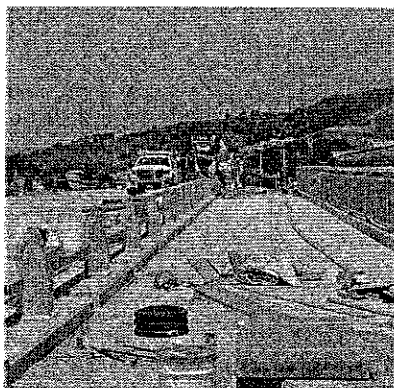
WHAT IS SENATE BILL 1 (SB1)?

SB 1 is a landmark transportation investment package that increases funding for transportation infrastructure across California by more than \$5 billion annually over the next 10 years. SB 1 investments, funded by a combination of gas taxes and vehicle registration fees, are split equally between state-maintained transportation infrastructure and local transportation priorities including local streets, transit, and pedestrian and bicycle projects.



WHAT COULD GO AWAY IF PROPOSITION 6 PASSES:

- **\$21.5 million annually** to fix potholes and improve safety on local streets and roads.
- **\$4.5 million** towards bicycle, pedestrian, and safe routes to school improvements.
- **\$14.5 million** towards make bridges safer and repair traffic devices on state highways.
- **\$164 million** contribution to upgrade and improve Caltrain service.
- **\$235 million** contribution to address congestion on the US 101.
- **\$1.83 million** for climate change adaptation planning to protect the transportation network to the effects of climate change.
- **\$1 million** maintenance and rehabilitation of rail cars.
- **\$1 million** for grade crossing improvements.
- **\$3 million annually** for transit operations and capital projects.
- **\$15 million** SamTrans express bus service on US 101.



OVERSIGHT OF SB 1 FUNDS

SB 1 has strict accountability and transparency measures. SB 1 created the Independent Office of Audits and Investigations, including an Inspector General, appointed by the Governor, who will serve as the director of the Audits and Investigations Office. Cities and counties are required to publicly adopt project lists and provide year-end reporting on completed projects.

SB 1 FUNDS STAY IN TRANSPORTATION

On June 5, 2018, California voters approved Proposition 69, ensuring that the new funding remains dedicated to the transportation programs in SB 1.

FOR MORE INFORMATION:

Find more information about SB 1 and where the money is going at <http://rebuildingca.ca.gov>

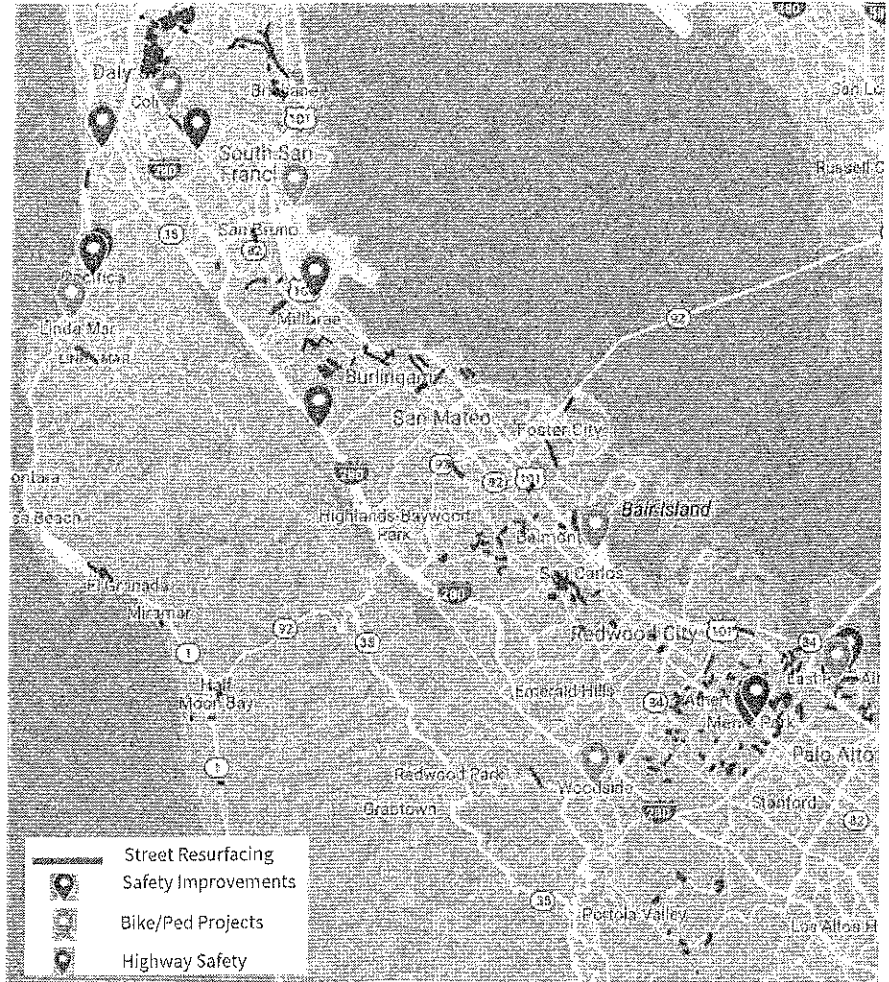
SB 1 LOCAL STREETS AND ROAD MAINTENANCE FUNDING

The map and table below show local projects identified to receive SB 1 funds that benefit San Mateo County as of August 2018.

SB 1
SAN MATEO COUNTY FUNDS FOR
JURISDICTION FY 18-19

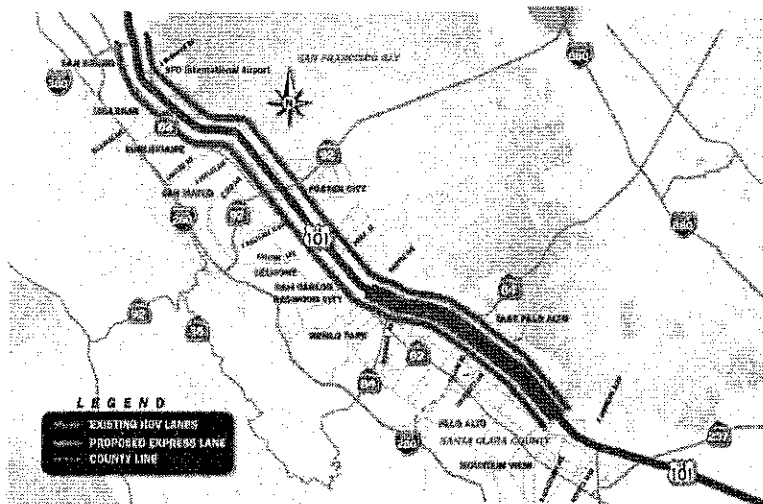
Atherton	\$ 119,600
Belmont	\$ 461,703
Brisbane	\$ 79,008
Burlingame	\$ 504,437
Colma	\$ 25,198
Daly City	\$ 1,828,591
East Palo Alto	\$ 507,649
Foster City	\$ 555,921
Half Moon Bay	\$ 210,673
Hillsborough	\$ 196,651
Menlo Park	\$ 596,831
Millbrae	\$ 387,647
Pacifica	\$ 637,891
Portola Valley	\$ 78,757
Redwood City	\$ 1,432,277
San Bruno	\$ 757,876
San Carlos	\$ 490,432
San Mateo	\$ 1,730,525
South San Francisco	\$ 1,095,127
Woodside	\$ 94,804
San Mateo County	\$ 9,733,147
Grand Total	\$ 21,524,745

Source: Metropolitan Transportation Commission



Source: California Transportation Commission

US 101 MANAGED LANES PROJECT



Currently there is no carpool or express lane on US 101 in San Mateo County north of Whipple Avenue, forcing buses and carpoolers to share lanes with solo drivers. As envisioned, a managed lane would help ease congestion by creating an incentive to use transit or carpool without removing any existing travel lanes.

Approximately \$235 million in funding has been awarded to San Mateo County to address congestion along the US 101 corridor. These funds, together with additional local, regional, and private funding will allow construction of a managed lane in both directions on US 101 and creation of a pilot express bus service program, which will work together to incentivize carpooling and transit use on US 101 in San Mateo County. For more information on this project see: <http://www.dot.ca.gov/d4/101managedlanes/>

State Transportation Funding: Myths vs. Facts



The Metropolitan Transportation Commission — the transportation planning and financing agency for the nine-county San Francisco Bay Area — seeks to dispel certain myths about state transportation funding.

1. MYTH: *State transportation taxes can be diverted to the General Fund.*

FACT: The California Constitution prohibits transportation revenue sources from being transferred or loaned to the General Fund.

- Article XIX of the California Constitution has protected the gas tax since 1976.
- In 2010, with passage of Proposition 22, California voters further safeguarded gas tax revenue by barring even short-term loans to the General Fund or debt service payments on transportation-related General Obligation bonds.
- In June 2018, voters fully secured all new state transportation funding (i.e. new vehicle registration fees and the sales tax on diesel fuel), by passing Proposition 69, which constitutionally dedicated all current sources of state transportation monies to transportation purposes.

2. MYTH: *California has a history of raiding transportation revenues for the General Fund.*

FACT: The exact opposite actually occurred. In the 1990s and in 2000 the Legislature turned to the General Fund revenues — in the billions of dollars — to build and maintain local streets, highways and bridges, and to expand the state's transportation system.

- Legislation to extend the state's sales tax to gasoline was enacted to support the General Fund and signed into law by Governor Ronald Reagan in 1971. Portions of this General Fund revenue source — worth between \$1.5 billion and \$3 billion annually — were regularly transferred to transportation purposes starting in the year 2000. The sales tax on gasoline was eventually replaced in 2010 under legislation commonly known as the "Gas Tax Swap" with a per-gallon gas tax of an equivalent amount. These funds, which originated as General Fund revenue, are now constitutionally dedicated to transportation.
- Billions of dollars of voter approved bonds repaid from the General Fund also have been invested in transportation since 1990.



3. MYTH: *The gas tax produces additional revenues each year because people are driving more.*

FACT: More miles have been driven as population increases. However, drivers consume less gasoline (and pay less in taxes) for every mile driven because of fuel efficiency.

From 1996 to 2016, the total number of miles driven increased by 30 percent, whereas gas consumption rose just 15 percent.

In addition, the value of the revenue raised from the gas tax actually fell substantially during that time. That's because the gas tax rate, which until last year was stuck at 18-cents/gallon since 1994, lost 40 percent of its value due to inflation.

Think of it this way: In 1994, a loaf of bread cost \$1.59. Imagine that you only had \$1.59 to spend on bread today in 2018, when the average cost of a loaf is \$2.33. How much bread would you get? Not a full loaf.

It's the same with the gas tax: In 1994, motorists paid about \$2.70 in gas tax each time they filled up a 15-gallon tank. But today, that \$2.70 in gas tax is not worth same as it was in 1994; it is only worth about \$1.62.

4. MYTH: *New gas and car taxes will cost California families over \$700 a year.*

FACT: The average motorist will pay roughly 32 cents per day, \$10 per month, or about \$120 per year as a result of gas tax and motor vehicle registration fee increases approved in Senate Bill 1 (2017), according to the California Department of Finance.

(Continued)

5. MYTH: *Proposition 6 will save families over \$700 a year.*

FACT: By cutting funding for urgent road repairs, Proposition 6 likely would cost the average family more in increased car repairs than it could expect to save in lower taxes.

As noted above, the average California motorist will pay roughly \$120 per year under the new taxes approved in SB 1, according to the California Department of Finance. TRIP, a nonprofit organization that researches transportation issues, estimates that residents of the San Francisco-Oakland and San Jose urbanized areas currently spend \$1,049 and \$983 per year, respectively, on vehicle repairs due to driving on poor roads. By cutting funding for cities and counties to pay for urgent road repairs, Proposition 6 likely would result in higher vehicle operating costs. In addition, oil prices are set by the oil industry and there is no guarantee that a cut in the gas tax would result in consumers paying a lower price at the pump.

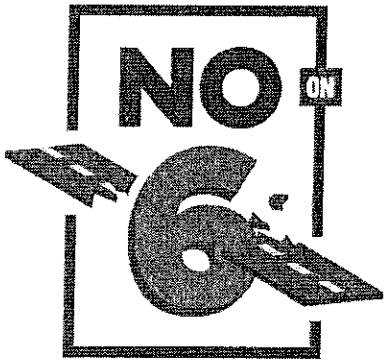
6. MYTH: *We can fix the roads by simply cutting waste and making Caltrans more efficient.*

FACT: Decades of underinvestment cannot be addressed without stabilizing revenues.

California's local and state roadways faced a combined backlog of approximately \$137 billion worth of projects due to the accumulation of underinvestment during the last two and a half decades.

SB 1 established a new office of Audits and Investigations and an independent Inspector General to oversee Caltrans to ensure all transportation funds are spent as provided by statute and to identify further cost-cutting opportunities.





Stop the Attack on Bridge & Road Safety

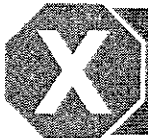
Measure would eliminate funding for more than 6,500 local bridge and road safety and transportation improvement projects.

The California Professional Firefighters, California Association of Highway Patrolmen, American Society of Civil Engineers, business, local government, labor, environmentalists and first responders urge **NO on Prop 6** because it eliminates more than \$5 billion annually in existing transportation funds and stops funding for more than 6,500 bridge and road safety, transportation and public transit improvement projects currently underway throughout California.



Prop 6 makes our bridges and roads less safe and jeopardizes public safety

- California has more than 1,600 bridges and overpasses that are structurally deficient and unsafe and 89% of counties have roads that are in 'poor' or 'at-risk' condition.
- According to the National Highway Traffic Safety Administration, there were more than 3,600 fatalities on California roads in 2016. Poor road conditions are a major factor in vehicle collisions and accidents.
- Prop 6 will stop thousands of projects currently underway throughout California to upgrade bridges and overpasses to meet earthquake safety standards and to improve the safety of our roads.

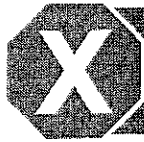


Prop 6 eliminates funding for more than 6,500 transportation improvement projects currently underway

- According to the California State Transportation Agency, there are more than 6,500 local transportation improvement projects underway in every California community.
- If Prop 6 passes, construction will come to a grinding halt in every city and county in the state, wasting money and making road conditions even worse.

TRANSPORTATION IMPROVEMENT PROJECTS AT RISK

3,727	projects fixing potholes and repaving crumbling roads
1,571	projects dedicated to improving road safety
554	repairs or replacement of bridges and overpasses
337	projects relieving traffic congestion
453	improvements to public transportation operations and services
442	projects improving pedestrian safety



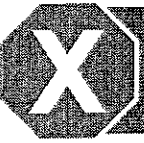
Prop 6 eliminates thousands of jobs and hurts our economy

The California Chamber of Commerce and business organizations throughout the state oppose Prop 6 because it would eliminate 68,000 jobs and \$183 billion dollars in economic investments as thousands of road construction projects are halted.



Voters spoke loud and clear to dedicate road funding

Voters overwhelmingly passed Prop 69 in June preventing Sacramento politicians from raiding transportation funds and ensuring these funds are only used for transportation improvements. We should not eliminate transportation revenues that are accountable to taxpayers, can't be diverted, and that voters overwhelmingly dedicated to fixing our roads.



Public safety, business, labor, environmentalists and local leaders oppose Prop 6

Prop 6 is opposed by more than 300 organizations including:

- California Professional Firefighters
- California Association of Highway Patrolmen
- American Society of Civil Engineers
- Emergency responders and paramedics
- California Chamber of Commerce
- California League of Conservation Voters
- League of Women Voters of California
- California State Association of Counties
- League of California Cities
- State Building & Construction Trades Council of California
- California Alliance for Jobs
- California NAACP
- Congress of California Seniors
- Latin Business Association

Stop the Attack on Bridge & Road Safety.

Vote No on Prop 6

Paid for by No on Prop 6: Stop the Attack on Bridge & Road Safety, sponsored by business, labor, local governments and transportation advocates

Committee Major Funding from
California Alliance for Jobs

State Building and Construction Trades Council of California
Laborers Pacific Southwest Regional Organizing Coalition
Funding details at www.fppc.ca.gov

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
OPPOSING STATE PROPOSITION 6 – VOTER APPROVAL FOR FUTURE GAS AND VEHICLE
TAXES AND 2017 TAX REPEAL INITIATIVE

WHEREAS, on April 28, 2017, Senate Bill 1 (SB 1) was signed into law, increasing transportation related taxes and fees to provide new revenue for road repair and rehabilitation and upgrade of the public transportation network; and

WHEREAS, SB 1 is expected to generate \$5.2 billion per year over the next ten years to fund state maintained transportation infrastructure and local transportation priorities including local streets, transit and pedestrian and bicycle projects; and

WHEREAS, in June 2018, voters passed Proposition 69 to ensure that funds collected under SB 1 will only be used for transportation related projects and programs; and

WHEREAS, California Proposition 6 proposes to repeal the Road Repair and Accountability Act, also known as SB 1; and

WHEREAS, the passage of Proposition 6 would jeopardize the funding needed by Daly City to implement road rehabilitation project to maintain and improve the City's Pavement Condition Index; and

WHEREAS, the opposition to Proposition 6 will allow the fuel and vehicle taxes/fees recently passed to continue to be in effect and pay for highway, roads, bicycle, pedestrian and bridge maintenance and repair projects, as well as transit programs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Daly City does hereby oppose State Proposition 6 – Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day _____, 2018 by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Agenda Report

Item # _____

Meeting Date: October 8, 2018

Subject: Abandonment of a Portion Street Right-of-Way on Martin Street, Approval of the Subdivision Improvement Agreement Between the City of Daly City and Toll West Coast LLC and Approval of the Final Map SUB-03-17-012681 for the Map of Robertson School Site.

Recommended Action

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

1. Vacate a portion of the street right-of-way on a section of Martin Street adjacent to the Robertson School Site; and
2. Approve the Subdivision Improvement Agreement between the City of Daly City and Toll Brothers Inc., hereinafter called the Subdivider; and
3. Approve the Final Map SUB-03-17-012681 for the Robertson School Site and accepting all public utility easements and acknowledging but rejecting the Rights-of-Way Easement shown thereon for street and public access purposes.

Background

Toll Brothers, Inc., the owner of the Robertson School Site, has requested the City of Daly City vacate a portion of street right-of-way adjacent to the Robertson School Site. The street vacation is necessary to develop proposed Lots 22, 23 & 24 of the Robertson School Site. The Planning Commission and City Council approved the Tentative Map in April 2016 and a revised Tentative Map in June 2017, which show the portion of the right-of-way to be abandoned.

The Subdivider has requested approval of Final Map SUB-03-17-012681 for the Robertson School Site, 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, establishment of 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 are provided by Daly City. The domestic water system within private property will be private, with master meters located at the property line. The sanitary sewer services are provided by Bayshore Sanitary District. The storm drain system within private property will be private and will be connected to the Daly City storm drain system on Martin Street. Private storm drains that encroach onto the public right of way will require a long-term encroachment permit and be maintained by the HOA. Daly City storm drain that encroaches onto private property will be within easements.

At the regular scheduled Planning Commission meeting on June 6, 2017, the Planning Commission reviewed and approved Minor Subdivision SUB-03-17-012681, determined that pursuant to the requirements of the California Environmental Quality Act (CEQA), a mitigated Negative Declaration was the appropriate level of environmental review and approved the Conditions of Approval for the 71-lot subdivision on Martin Street.

The property being considered for subdivision consists of an existing 6.98 acre property. The proposed parcels are between 2,450 square feet and 3,560 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 was set to expire April 25, 2018 and the revised Tentative Map expires June 26, 2019.

Discussion

The existing right-of-way to be vacated formerly served as a cul-de-sac turn around, where Martin Street currently dead ends at Midway Village and the Robertson School Site. With the development of the Robertson School Site, Martin Street will be extended to intersect with Linda Vista Drive, eliminating the need for the cul-de-sac turn around. Therefore, the portion of the right-of-way proposed for abandonment is no longer necessary to provide a turn around, or necessary for utility purposes. In addition, the vacation is necessary for the development of three lots within the Robertson School Site in the manner approved by the Planning Commission and City Council.

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-03-17-012681 have been reviewed and found to be in substantial conformance with the Tentative Subdivision Map, the State Subdivision Map Act, and Title 16 of the Municipal Code. Adoption of the resolution will allow execution of the Subdivision Improvement Agreement and recordation of the Final Map.

Since this original Tentative Map was approved on April 25, 2016 and the revised Tentative Map was approved on June 26, 2017, a copy of both the original and revised Tentative Map Staff Reports are 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

- Bayshore Sanitary fees
- DWWP fees
- AB-1600 fees

All fees have been paid or will be paid at the time of building permit and the City will be made whole under 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 the resolution will authorize the Mayor to execute the Subdivision Improvement 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:

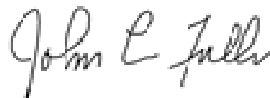
1. Vacate a portion of the street right-of-way on a section of Martin Street adjacent to the Robertson School Site;
2. Approve the Subdivision Improvement Agreement and Financial Security Agreement between the City of Daly City and Toll Brothers, Inc.; and
3. Approve the Final Map SUB-03-17-012681 and acceptance of the Public Utility Easements and acknowledge but reject the street Right of Way Easement (Martin Street) until the improvements are completed.

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

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-03-17-012681 (Full scale available in Engineering Division)
 April 25, 2016 City Council Staff Report (without attachments)
 June 26, 2017 City Council Staff Report (with attachments)
 Resolution 17-102



CITY OF DALY CITY
SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: October 2, 2018

NAME OF SUBDIVIDER: Toll West Coast, LLC
(hereinafter "Subdivider")

NAME OF SUBDIVISION: Robertson School Site (SUB-3-17-12681)
(hereinafter "Subdivision")

ADDRESS: 1 Martin Street APN: 005-330-010

NUMBER OF LOTS: 71 PERMIT: SIMP-07-17-060292

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$4,974,160.00

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;

(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 July 10, 2017 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 July 10, 2017 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 made all deposits legally required by such public utility corporation, telecommunications provider, or public service agency for the connection of any and all public utilities to be supplied by such corporation or agency for the Subdivision.

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 and extension of the time for completion. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer.

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

b. Unless otherwise extended pursuant to Paragraph 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)

CITY OF DALY CITY:

Signature: 

Shawwna Maltbie
Interim City Manager

Print: Benjamin Holt

APPROVED AS TO FORM:

Title: Division Vice President

Signature: _____

Rose Zimmerman
City Attorney

Print: _____

Title: _____

ATTEST:

CITY OF DALY CITY
Recommended for Approval:

K. Annette Hipona
City Clerk

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

John L. Fuller
Director of Public Works

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

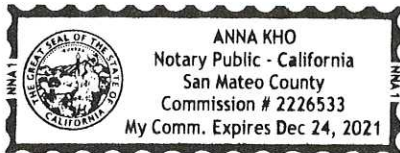
State of California

County of San Mateo }

On Oct. 2, 2018 before me, Anna Kho, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Benjamin Helbar
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 Anna Kho
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"
SUBDIVISION IMPROVEMENT AGREEMENT

Robertson School Site/The Overlook

(SUBDIVISION/UNIT NO.)

Toll Brothers West, LLC
(Subdivider)

IMPROVEMENTS REQUIRED – COST

<u>Improvements</u>	<u>Estimated Costs</u>
1. Streets	\$ 302,360.00
2. Sidewalks (including driveway approaches)	\$ 149,550.00
3. Curb and gutters	\$ 91,130.00
4. Storm drainage facilities	\$ 535,580.00
5. Sanitary sewer facilities	\$ 148,670.00
6. Subdivision monumentation	\$ 9,500.00
7. Other facilities	
A. <u>Water Main & Fire Hydrant Facilities</u>	\$ 1,069,140.00
B. <u>Signing and Striping</u>	\$ 3,000.00
C. <u>Retaining Walls</u>	\$ 429,230.00
D. <u>Joint Trench & Street Lights</u>	\$ 659,500.00
E. <u>C3 Water Quality</u>	\$ 187,120.00
F. <u>Landscape</u>	\$ 759,970.00
8. Contingency allowance	\$ 629,410.00
9. TOTAL ESTIMATED COST–REQUIRED IMPROVEMENTS	\$ 4,974,160.00

EXHIBIT "B"
SUBDIVISION IMPROVEMENT AGREEMENT

Robertson School Site/The Overlook

(Subdivision/Unit No.)

Toll Brothers West, LLC

(Subdivider)

FEES REQUIRED

FEES AND CHARGES:

1. City's Plan Review charges (including Final Map)	\$ 93,607.68
2. Subdivision Agreement	\$ 4,800.00
3. Improvement Permit and Inspection charges	\$ 169,472.00
4. Parkland Dedication In-Lieu Fees	\$ 1,623,446.00
Total	\$ 1,891,325.68

FEES COLLECTED WITH BUILDING PERMITS:

1. Public Facility fees AB1600	\$ 372,111.00
--------------------------------	---------------

REFUNDABLE DEPOSITS:

A. Cash/Bond deposit for emergency, and clean-up and other corrective work shall be maintained at an amount not less than	\$ 4,974,160.00
B. Cash deposit for the photo-mylar reproducible of the Final Map after it is filed with the County Recorder	\$ 1,100.00

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 One Hundred Thousand and Four Hundred Eighty Three Dollars and Twenty Cents (\$100,483.20) and shall be paid prior to Council's consideration of this agreement.
- C. Pay all development fees at the time of issuance of building permits.



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

July 10, 2017

Ben Helber
Division Asst. Vice President
Toll Brothers Inc.
bhelber@tollbrothersinc.com

Subject: Major Subdivision SUB-3-17-12681, 1 Martin Street

Dear Mr. Helber:

At its regular meeting on June 26, 2017, the City Council adopted Resolution No. 17-102, Adopting Findings of Fact for Major Subdivision SUB-3-17-12681 for Modification to Approved 71 Lot Subdivision, a copy of which is enclosed.

Very truly yours,

K. Annette Hipona
City Clerk

KAH: gj
Enclosures

cc: City Attorney
City Engineer
City Planner
Chief Deputy, Valuation
San Mateo County Assessor's Office

RESOLUTION NO. 17-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
ADOPTING FINDINGS OF FACT FOR MAJOR SUBDIVISION (SUB-3-17-12681) FOR
MODIFICATION TO APPROVED 71 LOT SUBDIVISION

(1 Martin Street, Daly City, California)

Preamble:

A. Toll Brothers has submitted an application to amend the existing tentative subdivision map approved in April 2016 at the former Robertson Intermediate School site. Like the currently-approved map, the proposed map would subdivide a 6.96-acre property into 71 lots for single-family detached homes. The proposed map would retain the same number of lots as the currently-approved map, but provide access to the lots in an amended street configuration.

B. In April 2016, the City Council granted approval of a General Plan amendment, Planned Development zoning, and Tentative Subdivision Map, creating 71 single family residential lots on the project site. The City Council also certified a Mitigated Negative Declaration for the project.

C. The proposed subdivision map is different from the map design approved by the City Council in April 2016 in that it provides a looped street configuration, whereas the currently-approved map reflects lots served by five private driveways ("lanes") leading from Martin Street. Under the approved configuration, private driveways provide shared access to individual homes in a "clustered courtyard" arrangement, wherein most homes face a common courtyard providing each with vehicular and pedestrian access. Under the proposed subdivision map, which provides the same number of lots as the existing map, three of the five lanes are replaced by two private "looped" streets, Streets A and B, serving 47 of the 71 lots. Twenty-four lots would remain served by a courtyard arrangement in Courts A and B.

D. Like the existing map, the proposed map continues to extend Martin Street as a public street from its present easterly terminus in front of the Robertson Intermediate School site, through the subject site, and connected to Linda Vista Drive. The new roadway connection to Linda Vista Drive remains necessary to provide a secondary means of access to the subdivision required by the Fire Department and to provide the sewer utility connection required by the Bayshore Sanitary District.

E. As proposed, Martin Street would be constructed at the slightly reduced right-of-way dimension than presently exists east of Brandon Street, where the north side of the street is red-curbed for no parking. This red-curbed condition would continue on the north side of the Martin Street extension, where the street would provide two travel lanes with on-street parking on the south side of street only, adjacent to the subdivision.

F. On June 6, 2017, the Daly City Planning Commission held a public hearing to consider Major Subdivision SUB-3-17-12681. At the conclusion of the hearing, the Daly City Planning Commission voted to recommend the City Council approve the Major Subdivision.

G. In April 2016 the Planning Commission confirmed and approved the proposed mitigated negative declaration and forwarded a recommendation to the City Council to adopt the Mitigated Negative Declaration and to approve the project subject to conditions, as identified below.

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 June 26, 2017; notice of said hearing was by newspaper publication, and posting and first class mailing to property owners within 300 feet of the site, on June 16, 2017.
3. In April 2016, staff completed an Initial Study for a substantially similar subdivision and determined that, pursuant to the requirements of the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration was the appropriate level of environmental review for a 71-lot subdivision at the subject location. As indicated in the Initial Study at the time, the project would largely have no significant impacts upon the environment, with the exception of impacts to air quality, greenhouse gas emissions, and traffic. The mitigation measures included in the Mitigation Monitoring and Reporting Program relating the requirement for EV charging infrastructure in each home and payment of traffic impact fees would remain in the place for the proposed subdivision.
4. The project will minimize the risk to existing public improvements and adjacent private property by providing controlled stormwater runoff from the site to City facilities in full compliance with Order R-2 NPDES Permit No. CAS612008 and Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.
5. The project is consistent with the General Plan, with designates the subject site as Residential – Low Density. The Residential – Low Density designation permits between two and 14.5 dwelling units per acre. The proposed development is 71 units on 6.96 acres of land and the resulting project density would therefore be 10.2 dwelling units per acre, consistent with the Residential – Low Density designation. At the proposed density, the development would be appropriate in context with residential surrounding uses which are also Residential – Low Density to the south, east, and west.
6. The site is physically suitable for the type of proposed development. Given the size and shape of the subject property, together with adjacent land uses, a low-density residential development consisting of 71 single- family residences, is the highest and best use of the subject property.
7. The design of the proposed subdivision or improvements would not cause substantial environmental damage or injure fish or wildlife or their habitat. The proposed project would be constructed in a fully urbanized area on a previously disturbed site that contains no protected or unprotected habitat. Based on the Initial Study prepared in April 2016 for a substantially similar project on the same site, it was been determined that there is no substantial evidence, in light of the whole record that the project may have a significant

effect on the environment and therefore the Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act. The mitigation measures included in the Mitigation Monitoring and Reporting Program prepared for the previous project would remain in the place for the proposed subdivision.

8. The design of the proposed subdivision would not cause serious public health problems. The proposed project consists of 71 single-family homes, all of which will be subject to Building Code requirements that set forth minimum safety standards for new construction. Other City and State regulations will assure that public health is not at risk.
9. The design of the proposed subdivision or improvements would not conflict with any easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. There are no known easements existing on the property.
10. The proposed development is consistent with Objective 6 of the Land Use Element of the General Plan, which encourages a pattern of residential land use which provides for a variety and balance of densities and offers opportunities for a mix of dwelling and tenure types.
11. The proposed residential project has been designed in accordance with the Daly City Zoning Ordinance. There exists no evidence in the public record to demonstrate that the project would be detrimental to the public health, safety, and general welfare.

BE IT FURTHER RESOLVED, that the City Council recommends findings for approval of Major Subdivision SUB-3-17-12681 based on the following conditions as specified by each Department and Division. These conditions need to be complied with prior to, or as part of, any building permit for the proposed improvements.

CONDITIONS OF APPROVAL

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. The project shall be valid only in conjunction with detailed plans submitted with this project. Any modifications required, due to the Conditions of Approval and minor changes to the plan, must be approved by the Planning Division. Major site or architectural modifications shall be treated as an amendment and shall be subject to review of the Planning Commission and City Council.
2. The tentative subdivision map approval granted herein shall be valid for a period of two years. If a final map has not been approved within this timeframe, the applicant shall apply for a time extension.
3. The applicant shall apply for and receive Design Review Committee approval for the proposed homes in the subdivision and all landscaping associated with the project.
4. In fulfillment of the applicant's obligation under Chapter 17.47 – Affordable Housing, the applicant shall satisfy the requirements of the Memorandum of Understanding agreed to by the City, County of San Mateo, and Bayshore Elementary School District.

5. The applicant shall pay park-in-lieu fees, in compliance with DCMC Chapter 16.30 Parkland Dedications. Per DCMC Section 16.30.090, in-lieu fees are required to be paid to the City of Daly City, prior to approval of the Final Map. The project is subject to full compliance with DCMC Chapter 16.30 Parkland Dedications.

Homeowners Association

6. The applicant shall establish a homeowners association (HOA) for the purpose of maintaining all commonly owned private facilities, including, but not limited to, commonly-owned buildings, roads, landscaping, driveways, gates, fencing, retaining walls, stormwater treatment facilities, gates, and other facilities. The HOA shall be responsible for all front-yard landscaping of single-family homes and all parking enforcement.
7. The HOA membership shall consist of all residential parcel owners. The HOA shall be professionally managed by a management company acceptable to the City and the HOA by-laws and initial annual operating budget shall be reviewed and approved by the Planning Division prior to submittal to the California Department of Real Estate.
8. The developer shall submit to the City Attorney, for review and approval, a copy of the Covenants, Conditions, and Restrictions (CC&Rs) that will apply to the development prior to recordation of the Final Map.
9. Prior to the recordation of a Final Map, the developer shall submit a maintenance plan, which clearly specifies methods and standards for performance of common responsibilities and maintenance for all common areas and equipment and fees to be assessed for such purposes. The maintenance plan shall include a budget acceptable to the City for major repairs and extraordinary expenses.
10. Letter lots (e.g., Lot A, Lot B, etc.) identified in the plans shall be separate parcels and owned and maintained by the homeowners association. Regular maintenance of these parcels for landscaping, stormwater treatment, and/or drainage shall appear in the association budget.

Site Design

11. The applicant shall complete an off-site improvement to extend the proposed sidewalk on the south side of Martin Street to intersection of Schwerin and Martin Street, within the City right-of-way. The design of retaining walls that may be necessary for this improvement shall be submitted for Design Review Committee consideration.
12. The applicant shall provide benches or other pedestrian amenities in the vicinity of the detention facility, adjacent to Linda Vista Drive, as a mitigation measure to introducing the roadway through what is now a passive open space area. The specific amenities and their proposed locations shall be submitted for Design Review Committee consideration.
13. The applicant shall install decorative pavers or colored stamped asphalt at all private street and court entrances ends to an extent approved by the Planning Division. The pavers colored stamped asphalt installed shall serve to clearly delineate the public street and each private driveway and shall serve as a guided pedestrian driveway crossing. The specific pavers or colored stamped asphalt to be utilized shall be provided with the submittal for Design Review Committee consideration.

14. All retaining walls in the project visible from any public road and private driveway shall be split face block or other material. The specific material and/or wall colors to be utilized shall be provided with the submittal for Design Review Committee consideration.
15. Exclusive of any street lights that may be required in the extension of Martin Street, the applicant install pedestrian-oriented street lights throughout the project. The design, number, and location of these lights shall be submittal for Design Review Committee consideration.
16. The applicant shall provide a detail for all fencing that is to be constructed on the project site with the submittal for Design Review Committee consideration. Fencing that is determined by the City to be highly visible from off-site locations shall be subject to Planning Division review and may be required to be open metal fencing. Wood fencing that will be visible from off-site location shall be stained dark brown. Any chain link permitted by City shall be vinyl-clad black or dark green.
17. All approved wood fencing proposed between the project and adjacent property shall be commercial-grade (e.g., six-by-six nominal heavy-timber, overlapping fence panels, etc.). This requirement shall be reflected in the submittal for Design Review Committee consideration.
18. All homes shall incorporate trash, recycling, and composting storage areas in the interior garage area exclusive of the required parking space dimension, as required by the Zoning Ordinance. The provision of this area shall be reflected in the submittal to the Design Review Committee. The Homeowners Association bylaws shall reflect the requirement that this area be used for trash, recycling, and composting receptacles only.

Landscaping

19. A detailed landscape plan shall be submitted for Design Review Committee consideration. The plan shall incorporate box-specimen trees a variety of trees and shrubs to provide an attractive tree canopy and ground cover throughout the subdivision. Lot A shall be planted with both trees and shrubs, and shall receive at least establishment irrigation.
20. The landscape plan shall identify an excavation plan for all trees that provides a sufficient trench to allow for root expansion, as determined by the City. Tree trenches shall be inspected by the City for size prior to tree installation.
21. The applicant shall provide establishment irrigation, and where necessary, long-term irrigation to all trees, shrubs, and groundcover.
22. The applicant shall triple-stake all trees and this staking shall be subject to initial inspection by the City. Trees shall remain triple-staked through the establishment period.

Stormwater Treatment

23. The applicant shall develop and submit a stormwater management plan that illustrates full compliance with Section C.3 of Order R-2-2009-0074 NPDES Permit No. CAS612008. The project must comply with Order No. 2010-0014-DWQ, NPDES No. CAS000002, the

statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.

24. The applicant shall receive approval of the stormwater management plan from a third-party reviewer appointed by the City prior to building permit approval. The applicant shall pay the entire cost of the third-party reviewer.
25. All stormwater treatment facilities shall be inspected during construction to ensure eventual compliance with the stormwater management plan. The applicant shall pay the entire cost of these inspections.
26. The applicant shall enter into a Maintenance Agreement with the City to ensure long-term maintenance and servicing by the Property Owner of stormwater site design and treatment control measures according the approved Maintenance Plan.
27. The applicant shall arrange and pay for final inspection of installed treatment measure by municipality's Special Inspector within 45 days of installation or project construction completion, whichever comes first.

B. DEPARTMENT OF PUBLIC WORKS

28. All improvements, including on- and off-site improvements, and all public service and utility facilities required to serve the subdivision, shall be completed to the satisfaction of the City Engineer before issuance of a Building Permit. The improvements shall be consistent with plans approved by the City Engineer and the Conditions of Approval. All construction shall meet the latest California Building Code, California Fire Code, Daly City Municipal Code and the City Standard Specifications and Drawings. All applicable fees and charges shall be paid prior to the approval of the Final Map. The applicant shall obtain all required permits before commencing work. All required improvements shall be constructed at no cost to the City.
29. All project improvements shall be ADA compliant. The applicant shall repair and make the sidewalk along all the property frontages ADA compliant to current City Standards, including the off-site sidewalk improvements required to connect the project to Schwerin Street along the south side of Martin Street. If existing site conditions make it infeasible to fully satisfy ADA, improvements shall comply as much as possible per City Engineer.
30. All retaining walls shall be maintained by the HOA with appropriate easements reserved for such maintenance. Retaining walls shall not be constructed within public right of ways or public easements.
31. All storm water compliance and detention facilities shall be located on private property and maintained by the HOA. Storm water compliance measures shall include provisions for full trash capture in the catch basins. A Storm Water Treatment Measures Maintenance Agreement will be required and must be included in the Covenants, Conditions and Restrictions (C.C.R.'s) of the Homeowners Association Agreement.
32. The on-site drainage system shall be designed to detain on-site all flows in excess of the existing flows during a ten year frequency storm. The detention basins shall be designed to detain water only during peak flows. Normal dry weather flows should bypass the detention basins. The flow rate entering the City's storm drain system shall not exceed the pre-development condition. The associated Storm Water Study shall conform to City

Design Standards. The discharge rate shall be calculated at the point of connection to City's System at Midway Drive as depicted on panel J-04 of the Storm Drain Atlas Maps. The detention system shall be located on private property with provisions for all required maintenance by the HOA. Private systems shall be located on private property and not within the public right-of-way. Storm flows cannot go from a public collection system to a private detention and treatment system back to a public system. The detention and treatment system for the development, including the associated collection systems must be privately owned and maintained and located outside public right-of-way or Public Utility Easement.

33. As proposed, only Martin Street, as shown on Sheet C 1.0 of the Tentative Map, is a public street.
34. All utilities shall be provided through underground service connections. All service utilities shall be shown on the improvement plans. No public underground utility shall be within ten (10) - feet of a building foundation.
35. Plans show multiple storm water treatment / detention facilities. Such facilities shall be designed and maintained as not to affect the adjacent properties. The geotechnical report shall include an assessment of specific requirements for the storm water treatment / detention facilities and the adjacent property use. Detention facilities shall be readily accessible to allow mosquito abatement, maintenance and vector control.
36. Grading and improvement plan review and approval by the City Engineer are required before any City Permit is issued (except demo permit). The improvement plans shall include details for on-site and, off-site improvements for vehicular and pedestrian access, parking, traffic signs and markings, utility service connections, modifications and extension of the City's water, storm drain, street lighting, landscaping, and other public service facilities. Said improvements shall conform to Daly City and affected Agency's standards. Plans shall be accompanied by all required calculations and studies including geotechnical and impact studies to justify design. Submit electronic files and hardcopy bond sets as required for City's inspection and filing before permits are issued for construction of improvements. All required improvements shall be constructed at no cost to the City. Photo mylar reproducible as-built plans shall be provided upon project completion and prior to any project acceptance.
37. Grading plans shall be reviewed by an independent qualified Consulting Engineer or Geologist as well as the City Engineer. The Engineer or Geologist, of record, shall be present on-site during the excavation and grading phases of the project and shall submit a written certification that the project grading plan has been implemented as approved.
38. The applicant shall provide verification, in writing, that all existing overhead utilities relocation have been reviewed and approved by each utility company. All existing facilities and supporting poles shall be removed at the Applicant's expense.
39. All project improvements shall comply with city requirements and the mitigation measures addressed in the impact studies and approved by the city for water, storm and traffic. The City will require written approval from the Bayshore Sanitary District that the project has been approved by the governing Board.
40. The applicant shall provide fail-safe conditions for catastrophic events such as 100-year storms, seismic events, system overflows or failures. Drainage swales shall be provided

at the top, intermediate and bottom of slopes and embankments to prevent erosion and degradation of slopes. The project geotechnical report shall include appropriate recommendations regarding the protection of existing and proposed slopes.

41. The applicant shall provide "STOP" signs and legends at various intersections per the City Traffic Engineer's direction.
42. Public Utility Easements shall be a minimum of 20 feet wide and there shall be a 5 foot minimum clearance between the easement lines and the nearest utility line in the easement. Private easements in the slope areas shall include provisions for the operation and maintenance by HOA of the private storm drain system.
43. The applicant shall resurface Martin Street, from Schwerin to the project property line, with a minimum two inches of asphalt after the project has been completed. Full depth AC removal and replacement as directed by the City Engineer may be required.
44. 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 24 hours or sooner as directed by the City Engineer.
45. 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.
46. 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 a Subdivision Improvement Agreement with the City to complete the improvements within the time limit specified by the City.
47. The applicant shall provide street lighting system layout per city standards. Street lights shall be LED or other City approved high efficiency street light. Only the lights on Martin Street shall be public street lights.
48. The applicant shall provide minimum road turning radii to satisfy fire engines and other emergency vehicle requirements.
49. The applicant shall provide safe "site distance" for vehicles backing out of garages and for vehicles making the 90-degree turns onto the private streets from the Martin Street alignment.
50. All improvement plans for roadways shall comply with City Standard Drawing S-1 or as approved by the City Engineer.
51. The existing downstream drainage system shall be evaluated to ascertain adequate capacity for flows from the existing and future developments during a 10, 25, and 100 year frequency storms. All storm drain facilities required shall be designed for at least a

10-year storm frequency, with duration of two (2) hours, including the required storm water detention reservoir. Developer may be required to undertake improvements or contribute to the cost of improvements of the downstream system to provide adequate drainage capacity and facilities. The cost of all required on and off-site improvements shall be borne solely by the developer.

52. The on-site drainage system shall be designed to detain on-site all flows in excess of the existing flows during a ten year frequency storm. The detention basin shall be equipped with oil and grease traps and be designed to receive water only during peak flows. Normal dry weather flows should remain in the storm drain pipes, bypassing the detention basins. The flow rate entering the City's storm drain system shall not exceed the pre-development condition.
53. Retaining walls shall not be constructed within public rights of way or public easements. Any retaining wall supporting or adjoining a City Street or emergency access easement shall be designed for a useful service life of no less than 100 years. Retaining walls built outside but adjacent to any public street right of way or emergency access easement shall require a deed restriction on the property requiring immediate repairs and property maintenance of soil retaining structures at all times and authorizing the City to undertake any required corrective work at property owners full cost. Retaining walls and other grading improvements shall be designed with adequate consideration and provisions for easy future maintenance.
54. The applicant shall underground all utilities that presently traverse the site. This undergrounding shall be coordinated with utilities and shall be identified on all site improvement drawings.
55. The applicant shall provide easements for existing utilities (i.e. storm drain, water and sewer lines) presently located on-site, which serve adjacent properties.
56. All quit claims of existing utility easements must be obtained prior to recordation of the final map.
57. The applicant shall preserve access to the existing storm drain easement that traverses the southern property line for future cleaning and maintenance.
58. Approval will be required by Bayshore Sanitary District for the sewer collection system. Provide verification that all BSD and San Francisco Public Utility Commission capacity fees have been paid prior to recordation of the Final Map.
59. Approval from Department of Water and Wastewater Resources will be required for water service to the properties prior to approval of Subdivision Improvement Plans.
60. That portion of Martin Street, within the Subdivision boundary, shall be dedicated as a public street and shall comply with City Standard Drawing S-1 or as approved by the City Engineer. The off-site portion of Martin Street (traversing Parcel A as deeded and accepted on the Map of Linda Vista I Vol. 120 Pg. 49 to the City of Daly City) shall be improved per the City Standards or as approved by the City Engineer. The Applicant, at their cost, shall perform and complete all of the on-site and off-site work and improvements in accordance with applicable ordinances, regulations, standards and specifications. All work shall be completed and/or bonded for in the Subdivision

Improvement Agreement prior to the approval of the Final Map. All costs and fees shall be paid for prior to the approval of the Final Map.

61. Republic Services shall review and approve the circulation route for their solid waste collection services vehicles.
62. The applicant shall provide a paved emergency access road connecting Midway Drive with Linda Vista Drive.
63. A Subdivision Improvement Plan which includes an Erosion and Sedimentation Control plan shall be submitted for review and approval by the City Engineer prior to commencement of any improvement work. This plans shall conform to all standards adopted by the City of Daly City and shall comply with all appropriate requirements of the City's NPDES Permit relative to grading and sediment erosion control.
64. All subdivision conditions of approval and subdivision improvements shall be satisfied and constructed to the satisfaction of the City Engineer or bonded for prior to approval of the Final Map.
65. Width and location of the Private Storm Drain Easement shall be specified for review and approval by the City Engineer.
66. Width and location of the Bayshore Sanitary District Easement shall be specified for review and approval by the City Engineer
67. Width and location of the Public Easements shall be specified for review and approval by the utility companies and the City Engineer.
68. All easement language to be reviewed and approved by the City Engineer.
69. Common improvements shall not be located on private property without appropriate easements.
70. Hydraulic calculations along with a letter from the engineer of record indicating that the proposed storm drain system does not increase runoff above the pre-development condition shall be submitted for review and approval by the City Engineer prior to approval of Subdivision Improvement Plans.
71. Any existing paper streets, public Right-Of-Ways, and/or public easements not needed shall be vacated with the final map.
72. All lots within the subdivision shall have utilities installed to the satisfaction of the utility providers and City. Services shall be installed to the property lines or bonded for prior to approval of the Final Map.
73. An encroachment permit shall be required to be issued by the Public Works Department for all work proposed within the public right of way.
74. A Grading and Construction Operation plan shall be submitted by the subdivider for review and approval by the City Engineer prior to issuance of any permits for subdivision improvements. The Grading/Construction Operation plan shall address truck traffic, issues regarding dust, noise, and vehicular and pedestrian safety, storage of construction

materials, placement of sanitary facilities, parking for construction vehicles, and parking for construction personnel.

C. DEPARTMENT OF WATER AND WASTEWATER RESOURCES

75. The water system within the private property shall be private. The development shall be fed through master water meters located at the property line. The individual units may be individually meter by the HOA.
76. Reduced pressure principle backflow devices shall be placed immediately after each master meter to protect the public water supply.
77. A water system analysis shall be performed to determine adequate water supply and fire flows. The applicant shall apply through the Engineering Department, for the city's third party consultant to perform the analysis. All costs for the analysis shall be borne by the applicant.
78. Sheet C3.0 shows the abandonment of a 12 inch public water main and the rerouting of the line to connect to existing infrastructure at Linda Vista Dr. The existing infrastructure is undersized for this purpose. Extensive construction must take place off site to increase the main size in Linda Vista Dr. Such work will be at great expense to the applicant and will be detailed in the water system analysis. All costs associated with the abandonments and new infrastructure required by the city as a result of this project shall be borne by the applicant.
79. All costs associated with any water system infrastructure improvements required as a result of this project shall be borne by the applicant.

D. FIRE DEPARTMENT

80. The project shall conform to the current CFC Appendix D section D103.6 through D103.6.2.
81. Fire Sprinklers are required per CDMC, current CFC Chapter 9 Section 903.
82. The project shall comply with current CFC section 903.4 and 903.4.1.2 Alarms as amended by DCMC 15.32.110.
83. The project shall comply with current CFC Chapter 9 section 907 Fire Alarm and Detections system.
84. The project shall comply with current CFC Appendix D. for fire apparatus access requirements.
85. The project shall comply with Fire Apparatus Access per current CFC Chapter 5 Fire Service Features, 501.4 for Fire Apparatus Access Roads and Water supply.
86. The project shall comply with fire flows per current CFC Appendix B for buildings with fire sprinklers.
87. The project shall comply with hydrant location and spacing per current CFC Appendix C.

E. BAYSHORE SANITARY DISTRICT

88. The applicant shall satisfy all the requirements for Sanitary Sewer Service outlined in the letters provided to the Daly City Planning Division by the Bayshore Sanitary District on February 5, 2015 and February 20, 2015, and all other rules and regulations duly adopted by the District after February 20, 2015 that would impact the proposed development.

BE IT FURTHER RESOLVED by the City Council that pursuant to California Government Code Section 66474.9, and to no extent further than as permitted by such statute, the City of Daly City requires, as a condition of approval of this subdivision, that the applicant, and any successor interest, defend, indemnify, and hold harmless the City of Daly City, its officers, agents and employees, from any claim, action, or proceeding against the City of Daly City, its officers, agents and employees to attack, set aside, void or annul, any approval connected with this subdivision, the companion application for Design Review Permit, the environmental evaluation and/or determination, or any other project related approval of the City of Daly City, and the Daly City Planning Commission concerning this subdivision, which action is brought within the time period provided for in Government Code Section 66499.37. Such defense shall include reasonable attorney's fees and/or legal costs should such fees or costs be incurred by the City of Daly City lawfully related to the defense of this project.

BE IT FURTHER RESOLVED that by acceptance of the conditions of these entitlements, the applicant, property owner, developer and their successors and assigns agree to defend and hold harmless the City of Daly City, the Daly City Planning Commission, City employees, professionals and staff in any action by a third party to void, recall or rescind and granted entitlement pursuant to, and to the extent permitted by federal and state law; and that the City Council of the City of Daly City finds, as a matter of local public policy, that litigation costs, if any, associated with granting of the entitlements associated with this development should be borne by the applicant, property owner, developer and their successors and assigns, rather than by the City directly or the taxpayers and residents of the City of Daly City.

BE IT FURTHER RESOLVED that the City Council finds and determines that each of the above conditions is an integral and necessary part of the approval of this subdivision, and design review permit, and where one or more condition is not complied with, there shall be no inference that there was intentional waiver of such condition, nor shall the project proponent, the property owner, nor any subsequent purchaser be able to rely to their benefit, nor to the detriment of the City of Daly City by reason of the failure to comply with any such condition.

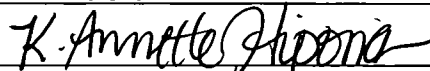
I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the 26th day of June, 2017, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Buenaventura, Christensen

Guingona, Manalo, Sylvester

NOES, Councilmembers: None

ABSENT, Councilmembers: None



CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

GLENN R. SYLVESTER
MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: June 26, 2017

Subject: Major Subdivision SUB-3-17-12681 — Modification to Approved 71-lot Subdivision Map at 1 Martin Street (Robertson Intermediate School Site)

Recommended Action

Approve the Major Subdivision, subject to the Findings and Conditions as outlined herein.

Planning Commission Discussion

On June 6, 2017, the Planning Commission voted 3-0 (Commissioners Satorre and Crump absent) to recommend that the City Council approve Major Subdivision SUB-3-17-12681. Aside from Ben Helber, speaking in favor of the project on behalf of Toll Brothers, there was no public comment or questions from the Planning Commission on the proposal.

Background

Toll Brothers has submitted an application to amend the existing tentative subdivision map approved in April 2016 at the former Robertson Intermediate School site (see Attachment A – Site Location). Like the currently-approved map, the proposed map would subdivide a 6.96-acre property into 71 lots for single-family detached homes. The proposed map would retain the same number of lots as the currently-approved map, but provide access to the lots in an amended street configuration (see Attachment B – Revised Tentative Subdivision Map).

In April 2016, the City Council granted approval of a General Plan amendment, Planned Development zoning, and Tentative Subdivision Map, creating 71 single family residential lots on the project site. The City Council also certified a Mitigated Negative Declaration for the project.

The subject site is presently occupied by the closed Robertson Intermediate School, which has been sold to Toll Brothers by the Bayshore Elementary School District, with the sale proceeds used to construct a new school on the existing Bayshore Elementary School site located at 155 Oriente Street. The new school will combine the grade levels of the elementary school and intermediate school, thereby serving students from transitional kindergarten through eighth grade (TK-8) in a single school facility. The school is scheduled to open to students in September 2017.

Because the applicant has not submitted specific architectural designs for the proposed homes, Design Review Committee approval of the project architecture and landscape is also necessary.

Discussion

The proposed subdivision map is different from the map design approved by the City Council in April 2016 in that it provides a looped street configuration, whereas the currently-approved map reflects lots served by five private driveways (“lanes”) leading from Martin Street. Under the approved configuration, private driveways provide shared access to individual homes in a

“clustered courtyard” arrangement, wherein most homes face a common courtyard providing each with vehicular and pedestrian access.

Under the proposed subdivision map, which provides the same number of lots as the existing map, three of the five lanes are replaced by two private “looped” streets, Streets A and B, serving 47 of the 71 lots. Twenty-four lots would remain served by a courtyard arrangement in Courts A and B.

Early architectural concepts shared by Toll Brothers with staff identify three- to four-story homes exhibiting a contemporary architectural design. Each home would provide at least two side-by-side parking spaces, as required by the Zoning Ordinance. The project architecture would be refined in greater detail as part of the Design Review Committee review of the project.

Like the existing map, the proposed map continues to extend Martin Street as a public street from its present easterly terminus in front of the Robertson Intermediate School site, through the subject site, and connected to Linda Vista Drive. The new roadway connection to Linda Vista Drive remains necessary to provide a secondary means of access to the subdivision required by the Fire Department and to provide the sewer utility connection required by the Bayshore Sanitary District.

As proposed, the Martin Street roadway would be constructed at the slightly reduced dimension than presently exists east of Brandon Street, where the north side of the street is red-curbed for no parking. This red-curbed condition would continue on the north side of the Martin Street extension, where the street would provide two travel lanes with on-street parking on the south side of street only, adjacent to the subdivision.

As currently contemplated by the applicant, two parking spaces would be provided in the garage of each home (142 spaces) and two additional driveway spaces would be provided for all of the proposed homes (142 spaces). Therefore, a total of 284 off-street parking are proposed for the subdivision. This number of off-street spaces would represent an 80 percent increase in the number of such spaces provided in the currently-approved subdivision, which provides 158 off-street spaces.

Based on figures provided by the applicant, as many as 23 on-street parking spaces would be accommodated in the Martin Street extension, where the applicant would construct a sidewalk to facilitate access to these spaces by residents of the proposed homes. As is the case with the currently-approved subdivision, staff is recommending a Condition of Approval that the applicant construct an off-site sidewalk extension to the Schwerin/Martin intersection. Combined with the 284 spaces provided in garages and driveways, approximately 307 parking spaces would be available to residents under the proposed map.

As is the case with the currently approved map, the Martin Street extension transects an existing city-owned stormwater detention facility. BKF, the previous applicant, has demonstrated that the facility’s capacity would be unaffected by the new roadway improvement and would provide better access to it.

Although staff is overall satisfied with the reconfigured subdivision design and believes it is an improvement to the approved design, the following Conditions of Approval are recommended to

ensure the subdivision is a benefit to the surrounding neighborhoods and future residents who will reside within it:

1. The applicant shall provide benches or other pedestrian amenities in the vicinity of the detention facility, adjacent to Linda Vista Drive, as a mitigation measure to introducing the roadway through what is now a passive open space area.
2. The applicant shall install decorative pavers at all private street and court entrances ends to an extent approved by the Planning Division.
3. All retaining walls in the project visible from any public road and private driveway shall be split face block or other material approved by the Planning Division.
4. Exclusive of any street lights that may be required in the extension of Martin Street, the applicant install pedestrian-oriented street lights throughout the project. The number and location of the lights shall be approved by the Planning Division.

In addition to the above site design requirements, staff is recommending initial Conditions of Approval relating to retaining wall design, fencing, landscaping, and the inclusion of areas with the homes' garages to facilitate trash storage, all of which must be addressed in the subsequent submittal to the Design Review Committee.

General Plan, Zoning, and Project Density

The City Council amended the General Plan designation of the subject site in April 2016 to Residential – Low Density, which permits between two and 14.5 dwelling units per acre. Given that the proposed development remains 71 units on 6.96 acres of land, the resulting project density remains 10.2 dwelling units per acre. This density is therefore consistent with the current Residential – Low Density land use designation. At the proposed density, the development would be appropriate in context with residential surrounding uses which are also Residential – Low Density to the south, east, and west.

In addition to compliance with the General Plan density allowance, the proposed development would serve to implement the General Plan Housing Element, which encourages the development of infill housing on sites that are underutilized, where residential development represents the highest and best use, and where public infrastructure exists to support the intensity of the proposed development.

Project Affordability

As required by the City's Affordable Housing Ordinance, the previous applicant provided an affordable housing plan for the project which proposed that the affordable units required for the project be constructed as part of the future reconstruction of the Midway Village housing complex to be undertaken by the San Mateo County Housing Authority. In exchange for this allowance, the Bayshore Elementary School District has transferred to the County a contiguous half-acre property it owns at 45 Midway Drive, currently occupied by Peninsula Family Services which operates a

daycare at the property, to increase the future site size of the Midway Village housing complex. In the event that the reconstruction does not occur within a pre-specified timeframe, the County Housing Authority would pay the City an affordable housing in-lieu fee of \$1,743,490. The City, County, and School District are parties to a memorandum of understanding formalizing the agreement, which would remain in place. No new Condition of Approval is therefore necessary pertaining to affordable housing for the proposed subdivision to continue toward construction.

Subdivision Requirements

Pursuant to Section 66474 of the Subdivision Map Act, a legislative body of a city or county may approve a subdivision map if it makes the following findings:

1. The proposed subdivision and/or design or improvement must be consistent with applicable general and specific plans.
 - The site is designated as Residential – Low Density, which permits between two and 14.5 dwelling units per acre. Given that the proposed development is 71 units on 6.96 acres of land, the resulting project density would be 10.2 dwelling units per acre. This density is therefore consistent with the current Residential – Low Density land use designation. At the proposed density, the development would be appropriate in context with residential surrounding uses which are also Residential – Low Density to the south, east, and west.
2. The site must be physically suitable for the type and density of the proposed subdivision.
 - The subject site is situated at the easterly terminus of Martin Street, in an area of the Bayshore neighborhood characterized by a mixture of multi- and single-family residential developments. Given the size and shape of the subject property, together with adjacent land uses, a low-density residential development consisting of 71 single- family residences, is the highest and best use of the subject property.
3. The design of the proposed subdivision or improvements must not cause substantial environmental damage or injure fish or wildlife or their habitat.
 - The Planning Commission has determined that the proposed single-family home subdivision will not cause significant environmental damage or injure fish, wildlife, or their habitat. The proposed project would be constructed in a fully urbanized area on a previously disturbed site that contains no protected or unprotected habitat. Based on the Initial Study prepared by the Planning Division for a substantially similar subdivision on the same site, it has been determined that there is no substantial evidence, in light of the whole record that the project may have a significant effect on the environment and therefore the Mitigated Negative Declaration adopted in April 2016 is applicable to the proposed subdivision, in accordance with the California Environmental Quality Act.
4. The design of the proposed subdivision must not cause serious public health problems.

- The proposed project consists of 71 single-family homes, all of which will be subject to Building Code requirements that set forth minimum safety standards for new construction. Other City and State regulations will assure that public health is not at risk.
5. The design of the proposed subdivision or improvements must not conflict with any easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
- There are no known easements existing on the property.

Utility Providers

The subject property is located within a fully urbanized area with all public services capable of serving the new lots. The City of Daly City has agreed to service the subject development, upon submittal of modeled water analysis by the applicant, illustrating the existing system can meet the demands of the project. Any upgrades in the system deemed necessary will be the applicant's responsibility. Conditions of approval have been added to address this issue. Utilities to serve the project are in place or will be in place prior to construction, and will have the capacity to accommodate additional units. These include electrical, water, and sewer services.

<i>Utility</i>	<i>Provider</i>
Water and Storm Drains	City of Daly City
Sanitary Sewers	Bayshore Sanitary District
Gas & Electric	PG&E
Telephone	Pacific Bell
Cable Television	Astound! Cable Services
Fire/Police Protection	North County Fire Authority

Fiscal Analysis and Impacts

The proposed project consists of a subdivision that would allow 71 new single-family homes. Prior to project completion, the project applicant will be required to pay park in-lieu fees, building permit, plan check, and AB 1600 fees to the City. Upon sale of the residential properties, the future owners will pay property tax to the County, a portion of which is distributed to the City. The addition of the residential project to the subject project would add an incremental demand for City services. Per the Parkland Dedications Ordinance, park in-lieu fees would be required for park or recreational purposes.

Environmental Assessment

In April 2016, staff completed an Initial Study for a substantially similar subdivision and determined that, pursuant to the requirements of the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration was the appropriate level of environmental review. As indicated in the Initial Study at the time, the project would largely have no significant impacts upon the environment, with the exception of impacts to air quality, greenhouse gas emissions, and traffic. The mitigation measures included in the Mitigation Monitoring and Reporting Program relating the

requirement for EV charging infrastructure in each home and payment of traffic impact fees would remain in the place for the proposed subdivision.

Findings

The Planning Commission has found that the proposed Major Subdivision SUB-3-17-12681 is in accordance with Chapter 17 of the Daly City Municipal Code. Approval of the proposed project will not be detrimental to the health, safety, morals, comfort and general welfare of persons residing or working in the vicinity. The proposed project would not be injurious or detrimental to property and improvements in the neighborhood or result in substantial environmental damage or disturbance, given the mitigation measures outlined in the Mitigation Monitoring and Reporting Program. These findings are based in part on the following facts:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council will conduct a public hearing on June 26, 2017; notice of said hearing was by newspaper publication, and posting and first class mailing to property owners within 300 feet of the site, on June 16, 2017.
2. In April 2016, staff completed an Initial Study for a substantially similar subdivision and determined that, pursuant to the requirements of the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration was the appropriate level of environmental review for a 71-lot subdivision at the subject location. As indicated in the Initial Study at the time, the project would largely have no significant impacts upon the environment, with the exception of impacts to air quality, greenhouse gas emissions, and traffic. The mitigation measures included in the Mitigation Monitoring and Reporting Program relating the requirement for EV charging infrastructure in each home and payment of traffic impact fees would remain in the place for the proposed subdivision.
3. The project will minimize the risk to existing public improvements and adjacent private property by providing controlled stormwater runoff from the site to City facilities in full compliance with Order R-2 NPDES Permit No. CAS612008 and Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.
4. The project is consistent with the General Plan, with designates the subject site as Residential – Low Density. The Residential – Low Density designation permits between two and 14.5 dwelling units per acre. The proposed development is 71 units on 6.96 acres of land and the resulting project density would therefore be 10.2 dwelling units per acre, consistent with the Residential – Low Density designation. At the proposed density, the development would be appropriate in context with residential surrounding uses which are also Residential – Low Density to the south, east, and west.
5. The site is physically suitable for the type of proposed development. Given the size and shape of the subject property, together with adjacent land uses, a low-density residential development consisting of 71 single- family residences, is the highest and best use of the subject property.

6. The design of the proposed subdivision or improvements would not cause substantial environmental damage or injure fish or wildlife or their habitat. The proposed project would be constructed in a fully urbanized area on a previously disturbed site that contains no protected or unprotected habitat. Based on the Initial Study prepared in April 2016 for a substantially similar project on the same site, it was been determined that there is no substantial evidence, in light of the whole record that the project may have a significant effect on the environment and therefore the Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act. The mitigation measures included in the Mitigation Monitoring and Reporting Program prepared for the previous project would remain in the place for the proposed subdivision.
7. The design of the proposed subdivision would not cause serious public health problems. The proposed project consists of 71 single-family homes, all of which will be subject to Building Code requirements that set forth minimum safety standards for new construction. Other City and State regulations will assure that public health is not at risk.
8. The design of the proposed subdivision or improvements would not conflict with any easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. There are no known easements existing on the property.
9. The proposed development is consistent with Objective 6 of the Land Use Element of the General Plan, which encourages a pattern of residential land use which provides for a variety and balance of densities and offers opportunities for a mix of dwelling and tenure types.
10. The proposed residential project has been designed in accordance with the Daly City Zoning Ordinance. There exists no evidence in the public record to demonstrate that the project would be detrimental to the public health, safety, and general welfare.

Conditions of Approval

The Planning Commission recommends approval of Major Subdivision SUB-3-17-12681, based on the following conditions as specified by each Department and Division. The applicant shall comply with these conditions prior to or in conjunction with any building permit issuance for the proposed improvements.

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. The project shall be valid only in conjunction with detailed plans submitted with this project. Any modifications required, due to the Conditions of Approval and minor changes to the plan, must be approved by the Planning Division. Major site or architectural modifications shall be treated as an amendment and shall be subject to review of the Planning Commission and City Council.

2. The tentative subdivision map approval granted herein shall be valid for a period of two years. If a final map has not been approved within this timeframe, the applicant shall apply for a time extension.
3. The applicant shall apply for and receive Design Review Committee approval for the proposed homes in the subdivision and all landscaping associated with the project.
4. In fulfillment of the applicant's obligation under Chapter 17.47 – Affordable Housing, the applicant shall satisfy the requirements of the Memorandum of Understanding agreed to by the City, County of San Mateo, and Bayshore Elementary School District.
5. The applicant shall pay park-in-lieu fees, in compliance with DCMC Chapter 16.30 Parkland Dedications. Per DCMC Section 16.30.090, in-lieu fees are required to be paid to the City of Daly City, prior to approval of the Final Map. The project is subject to full compliance with DCMC Chapter 16.30 Parkland Dedications.

Homeowners Association

6. The applicant shall establish a homeowners association (HOA) for the purpose of maintaining all commonly owned private facilities, including, but not limited to, commonly-owned buildings, roads, landscaping, driveways, gates, fencing, retaining walls, stormwater treatment facilities, gates, and other facilities. The HOA shall be responsible for all front-yard landscaping of single-family homes and all parking enforcement.
7. The HOA membership shall consist of all residential parcel owners. The HOA shall be professionally managed by a management company acceptable to the City and the HOA by-laws and initial annual operating budget shall be reviewed and approved by the Planning Division prior to submittal to the California Department of Real Estate.
8. The developer shall submit to the City Attorney, for review and approval, a copy of the Covenants, Conditions, and Restrictions (CC&Rs) that will apply to the development prior to recordation of the Final Map.
9. Prior to the recordation of a Final Map, the developer shall submit a maintenance plan, which clearly specifies methods and standards for performance of common responsibilities and maintenance for all common areas and equipment and fees to be assessed for such purposes. The maintenance plan shall include a budget acceptable to the City for major repairs and extraordinary expenses.
10. Letter lots (e.g., Lot A, Lot B, etc.) identified in the plans shall be separate parcels and owned and maintained by the homeowners association. Regular maintenance of these parcels for landscaping, stormwater treatment, and/or drainage shall appear in the association budget.

Site Design

11. The applicant shall complete an off-site improvement to extend the proposed sidewalk on the south side of Martin Street to intersection of Schwerin and Martin Street, within the City right-of-way. The design of retaining walls that may be necessary for this improvement shall be submitted for Design Review Committee consideration.
12. The applicant shall provide benches or other pedestrian amenities in the vicinity of the detention facility, adjacent to Linda Vista Drive, as a mitigation measure to introducing the roadway through what is now a passive open space area. The specific amenities and their proposed locations shall be submitted for Design Review Committee consideration.
13. The applicant shall install decorative pavers or colored stamped asphalt at all private street and court entrances ends to an extent approved by the Planning Division. The pavers colored stamped asphalt installed shall serve to clearly delineate the public street and each private driveway and shall serve as a guided pedestrian driveway crossing. The specific pavers or colored stamped asphalt to be utilized shall be provided with the submittal for Design Review Committee consideration.
14. All retaining walls in the project visible from any public road and private driveway shall be split face block or other material. The specific material and/or wall colors to be utilized shall be provided with the submittal for Design Review Committee consideration.
15. Exclusive of any street lights that may be required in the extension of Martin Street, the applicant install pedestrian-oriented street lights throughout the project. The design, number, and location of these lights shall be submittal for Design Review Committee consideration.
16. The applicant shall provide a detail for all fencing that is to be constructed on the project site with the submittal for Design Review Committee consideration. Fencing that is determined by the City to be highly visible from off-site locations shall be subject to Planning Division review and may be required to be open metal fencing. Wood fencing that will be visible from off-site location shall be stained dark brown. Any chain link permitted by City shall be vinyl-clad black or dark green.
17. All approved wood fencing proposed between the project and adjacent property shall be commercial-grade (e.g., six-by-six nominal heavy-timber, overlapping fence panels, etc.). This requirement shall be reflected in the submittal for Design Review Committee consideration.
18. All homes shall incorporate trash, recycling, and composting storage areas in the interior garage area exclusive of the required parking space dimension, as required by the Zoning Ordinance. The provision of this area shall be reflected in the submittal to the Design Review Committee. The Homeowners Association bylaws shall reflect the requirement that this area be used for trash, recycling, and composting receptacles only.

Landscaping

19. A detailed landscape plan shall be submitted for Design Review Committee consideration. The plan shall incorporate box-specimen trees a variety of trees and shrubs to provide an attractive tree canopy and ground cover throughout the subdivision. Lot A shall be planted with both trees and shrubs, and shall receive at least establishment irrigation.
20. The landscape plan shall identify an excavation plan for all trees that provides a sufficient trench to allow for root expansion, as determined by the City. Tree trenches shall be inspected by the City for size prior to tree installation.
21. The applicant shall provide establishment irrigation, and where necessary, long-term irrigation to all trees, shrubs, and groundcover.
22. The applicant shall triple-stake all trees and this staking shall be subject to initial inspection by the City. Trees shall remain triple-staked through the establishment period.

Stormwater Treatment

23. The applicant shall develop and submit a stormwater management plan that illustrates full compliance with Section C.3 of Order R-2-2009-0074 NPDES Permit No. CAS612008. The project must comply with Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.
24. The applicant shall receive approval of the stormwater management plan from a third-party reviewer appointed by the City prior to building permit approval. The applicant shall pay the entire cost of the third-party reviewer.
25. All stormwater treatment facilities shall be inspected during construction to ensure eventual compliance with the stormwater management plan. The applicant shall pay the entire cost of these inspections.
26. The applicant shall enter into a Maintenance Agreement with the City to ensure long-term maintenance and servicing by the Property Owner of stormwater site design and treatment control measures according the approved Maintenance Plan.
27. The applicant shall arrange and pay for final inspection of installed treatment measure by municipality's Special Inspector within 45 days of installation or project construction completion, whichever comes first.

B. DEPARTMENT OF PUBLIC WORKS

28. All improvements, including on- and off-site improvements, and all public service and utility facilities required to serve the subdivision, shall be completed to the satisfaction of

- the City Engineer before issuance of a Building Permit. The improvements shall be consistent with plans approved by the City Engineer and the Conditions of Approval. All construction shall meet the latest California Building Code, California Fire Code, Daly City Municipal Code and the City Standard Specifications and Drawings. All applicable fees and charges shall be paid prior to the approval of the Final Map. The applicant shall obtain all required permits before commencing work. All required improvements shall be constructed at no cost to the City.
29. All project improvements shall be ADA compliant. The applicant shall repair and make the sidewalk along all the property frontages ADA compliant to current City Standards, including the off-site sidewalk improvements required to connect the project to Schwerin Street along the south side of Martin Street. If existing site conditions make it infeasible to fully satisfy ADA, improvements shall comply as much as possible per City Engineer.
 30. All retaining walls shall be maintained by the HOA with appropriate easements reserved for such maintenance. Retaining walls shall not be constructed within public right of ways or public easements.
 31. All storm water compliance and detention facilities shall be located on private property and maintained by the HOA. Storm water compliance measures shall include provisions for full trash capture in the catch basins. A Storm Water Treatment Measures Maintenance Agreement will be required and must be included in the Covenants, Conditions and Restrictions (C.C.R.'s) of the Homeowners Association Agreement.
 32. The on-site drainage system shall be designed to detain on-site all flows in excess of the existing flows during a ten year frequency storm. The detention basins shall be designed to detain water only during peak flows. Normal dry weather flows should bypass the detention basins. The flow rate entering the City's storm drain system shall not exceed the pre-development condition. The associated Storm Water Study shall conform to City Design Standards. The discharge rate shall be calculated at the point of connection to City's System at Midway Drive as depicted on panel J-04 of the Storm Drain Atlas Maps. The detention system shall be located on private property with provisions for all required maintenance by the HOA. Private systems shall be located on private property and not within the public right-of-way. Storm flows cannot go from a public collection system to a private detention and treatment system back to a public system. The detention and treatment system for the development, including the associated collection systems must be privately owned and maintained and located outside public right-of-way or Public Utility Easement.
 33. As proposed, only Martin Street, as shown on Sheet C 1.0 of the Tentative Map, is a public street.
 34. All utilities shall be provided through underground service connections. All service utilities shall be shown on the improvement plans. No public underground utility shall be within ten (10) - feet of a building foundation.

35. Plans show multiple storm water treatment / detention facilities. Such facilities shall be designed and maintained as not to affect the adjacent properties. The geotechnical report shall include an assessment of specific requirements for the storm water treatment / detention facilities and the adjacent property use. Detention facilities shall be readily accessible to allow mosquito abatement, maintenance and vector control.
36. Grading and improvement plan review and approval by the City Engineer are required before any City Permit is issued (except demo permit). The improvement plans shall include details for on-site and, off-site improvements for vehicular and pedestrian access, parking, traffic signs and markings, utility service connections, modifications and extension of the City's water, storm drain, street lighting, landscaping, and other public service facilities. Said improvements shall conform to Daly City and affected Agency's standards. Plans shall be accompanied by all required calculations and studies including geotechnical and impact studies to justify design. Submit electronic files and hardcopy bond sets as required for City's inspection and filing before permits are issued for construction of improvements. All required improvements shall be constructed at no cost to the City. Photo mylar reproducible as-built plans shall be provided upon project completion and prior to any project acceptance.
37. Grading plans shall be reviewed by an independent qualified Consulting Engineer or Geologist as well as the City Engineer. The Engineer or Geologist, of record, shall be present on-site during the excavation and grading phases of the project and shall submit a written certification that the project grading plan has been implemented as approved.
38. The applicant shall provide verification, in writing, that all existing overhead utilities relocation have been reviewed and approved by each utility company. All existing facilities and supporting poles shall be removed at the Applicant's expense.
39. All project improvements shall comply with city requirements and the mitigation measures addressed in the impact studies and approved by the city for water, storm and traffic. The City will require written approval from the Bayshore Sanitary District that the project has been approved by the governing Board.
40. The applicant shall provide fail-safe conditions for catastrophic events such as 100-year storms, seismic events, system overflows or failures. Drainage swales shall be provided at the top, intermediate and bottom of slopes and embankments to prevent erosion and degradation of slopes. The project geotechnical report shall include appropriate recommendations regarding the protection of existing and proposed slopes.
41. The applicant shall provide "STOP" signs and legends at various intersections per the City Traffic Engineer's direction.
42. Public Utility Easements shall be a minimum of 20 feet wide and there shall be a 5 foot minimum clearance between the easement lines and the nearest utility line in the easement. Private easements in the slope areas shall include provisions for the operation and maintenance by HOA of the private storm drain system.

43. The applicant shall resurface Martin Street, from Schwerin to the project property line, with a minimum two inches of asphalt after the project has been completed. Full depth AC removal and replacement as directed by the City Engineer may be required.
44. 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 24 hours or sooner as directed by the City Engineer.
45. 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.
46. 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 a Subdivision Improvement Agreement with the City to complete the improvements within the time limit specified by the City.
47. The applicant shall provide street lighting system layout per city standards. Street lights shall be LED or other City approved high efficiency street light. Only the lights on Martin Street shall be public street lights.
48. The applicant shall provide minimum road turning radii to satisfy fire engines and other emergency vehicle requirements.
49. The applicant shall provide safe “site distance” for vehicles backing out of garages and for vehicles making the 90-degree turns onto the private streets from the Martin Street alignment.
50. All improvement plans for roadways shall comply with City Standard Drawing S-1 or as approved by the City Engineer.
51. The existing downstream drainage system shall be evaluated to ascertain adequate capacity for flows from the existing and future developments during a 10, 25, and 100 year frequency storms. All storm drain facilities required shall be designed for at least a 10-year storm frequency, with duration of two (2) hours, including the required storm water detention reservoir. Developer may be required to undertake improvements or contribute to the cost of improvements of the downstream system to provide adequate drainage capacity and facilities. The cost of all required on and off-site improvements shall be borne solely by the developer.

52. The on-site drainage system shall be designed to detain on-site all flows in excess of the existing flows during a ten year frequency storm. The detention basin shall be equipped with oil and grease traps and be designed to receive water only during peak flows. Normal dry weather flows should remain in the storm drain pipes, bypassing the detention basins. The flow rate entering the City's storm drain system shall not exceed the pre-development condition.
53. Retaining walls shall not be constructed within public rights of way or public easements. Any retaining wall supporting or adjoining a City Street or emergency access easement shall be designed for a useful service life of no less than 100 years. Retaining walls built outside but adjacent to any public street right of way or emergency access easement shall require a deed restriction on the property requiring immediate repairs and property maintenance of soil retaining structures at all times and authorizing the City to undertake any required corrective work at property owners full cost. Retaining walls and other grading improvements shall be designed with adequate consideration and provisions for easy future maintenance.
54. The applicant shall underground all utilities that presently traverse the site. This undergrounding shall be coordinated with utilities and shall be identified on all site improvement drawings.
55. The applicant shall provide easements for existing utilities (i.e. storm drain, water and sewer lines) presently located on-site, which serve adjacent properties.
56. All quit claims of existing utility easements must be obtained prior to recordation of the final map.
57. The applicant shall preserve access to the existing storm drain easement that traverses the southern property line for future cleaning and maintenance.
58. Approval will be required by Bayshore Sanitary District for the sewer collection system. Provide verification that all BSD and San Francisco Public Utility Commission capacity fees have been paid prior to recordation of the Final Map.
59. Approval from Department of Water and Wastewater Resources will be required for water service to the properties prior to approval of Subdivision Improvement Plans.
60. That portion of Martin Street, within the Subdivision boundary, shall be dedicated as a public street and shall comply with City Standard Drawing S-1 or as approved by the City Engineer. The off-site portion of Martin Street (traversing Parcel A as deeded and accepted on the Map of Linda Vista I Vol. 120 Pg. 49 to the City of Daly City) shall be improved per the City Standards or as approved by the City Engineer. The Applicant, at their cost, shall perform and complete all of the on-site and off-site work and improvements in accordance with applicable ordinances, regulations, standards and specifications. All work shall be completed and/or bonded for in the Subdivision Improvement Agreement prior to the

approval of the Final Map. All costs and fees shall be paid for prior to the approval of the Final Map.

61. Republic Services shall review and approve the circulation route for their solid waste collection services vehicles.
62. The applicant shall provide a paved emergency access road connecting Midway Drive with Linda Vista Drive.
63. A Subdivision Improvement Plan which includes an Erosion and Sedimentation Control plan shall be submitted for review and approval by the City Engineer prior to commencement of any improvement work. This plans shall conform to all standards adopted by the City of Daly City and shall comply with all appropriate requirements of the City's NPDES Permit relative to grading and sediment erosion control.
64. All subdivision conditions of approval and subdivision improvements shall be satisfied and constructed to the satisfaction of the City Engineer or bonded for prior to approval of the Final Map.
65. Width and location of the Private Storm Drain Easement shall be specified for review and approval by the City Engineer.
66. Width and location of the Bayshore Sanitary District Easement shall be specified for review and approval by the City Engineer
67. Width and location of the Public Easements shall be specified for review and approval by the utility companies and the City Engineer.
68. All easement language to be reviewed and approved by the City Engineer.
69. Common improvements shall not be located on private property without appropriate easements.
70. Hydraulic calculations along with a letter from the engineer of record indicating that the proposed storm drain system does not increase runoff above the pre-development condition shall be submitted for review and approval by the City Engineer prior to approval of Subdivision Improvement Plans.
71. Any existing paper streets, public Right-Of-Ways, and/or public easements not needed shall be vacated with the final map.
72. All lots within the subdivision shall have utilities installed to the satisfaction of the utility providers and City. Services shall be installed to the property lines or bonded for prior to approval of the Final Map.

- 73. An encroachment permit shall be required to be issued by the Public Works Department for all work proposed within the public right of way.
- 74. A Grading and Construction Operation plan shall be submitted by the subdivider for review and approval by the City Engineer prior to issuance of any permits for subdivision improvements. The Grading/Construction Operation plan shall address truck traffic, issues regarding dust, noise, and vehicular and pedestrian safety, storage of construction materials, placement of sanitary facilities, parking for construction vehicles, and parking for construction personnel.

C. DEPARTMENT OF WATER AND WASTEWATER RESOURCES

- 75. The water system within the private property shall be private. The development shall be fed through master water meters located at the property line. The individual units may be individually meter by the HOA.
- 76. Reduced pressure principle backflow devices shall be placed immediately after each master meter to protect the public water supply.
- 77. A water system analysis shall be performed to determine adequate water supply and fire flows. The applicant shall apply through the Engineering Department, for the city's third party consultant to perform the analysis. All costs for the analysis shall be borne by the applicant.
- 78. Sheet C3.0 shows the abandonment of a 12 inch public water main and the rerouting of the line to connect to existing infrastructure at Linda Vista Dr. The existing infrastructure is undersized for this purpose. Extensive construction must take place off site to increase the main size in Linda Vista Dr. Such work will be at great expense to the applicant and will be detailed in the water system analysis. All costs associated with the abandonments and new infrastructure required by the city as a result of this project shall be borne by the applicant.
- 79. All costs associated with any water system infrastructure improvements required as a result of this project shall be borne by the applicant.

D. FIRE DEPARTMENT

- 80. The project shall conform to the current CFC Appendix D section D103.6 through D103.6.2.
- 81. Fire Sprinklers are required per CDMC, current CFC Chapter 9 Section 903.
- 82. The project shall comply with current CFC section 903.4 and 903.4.1.2 Alarms as amended by DCMC 15.32.110.
- 83. The project shall comply with current CFC Chapter 9 section 907 Fire Alarm and Detections system.

84. The project shall comply with current CFC Appendix D. for fire apparatus access requirements.
85. The project shall comply with Fire Apparatus Access per current CFC Chapter 5 Fire Service Features, 501.4 for Fire Apparatus Access Roads and Water supply.
86. The project shall comply with fire flows per current CFC Appendix B for buildings with fire sprinklers.
87. The project shall comply with hydrant location and spacing per current CFC Appendix C.

E. BAYSHORE SANITARY DISTRICT

88. The applicant shall satisfy all the requirements for Sanitary Sewer Service outlined in the letters provided to the Daly City Planning Division by the Bayshore Sanitary District on February 5, 2015 and February 20, 2015, and all other rules and regulations duly adopted by the District after February 20, 2015 that would impact the proposed development.

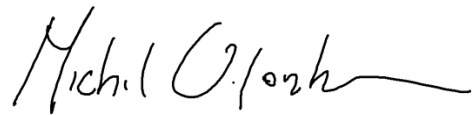
Staff Recommendation

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

1. Adopt the Findings as outlined herein;
2. Approve Major Subdivision SUB-3-17-12681, subject to the Conditions of Approval identified herein.

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

Respectfully submitted,



Michael Van Lonkhuyzen
Planning Manager



Tatum Mothershead
Director of Economic and Community
Development

Attachments

Attachment A – Site Location

Attachment B – Revised Tentative Subdivision Map

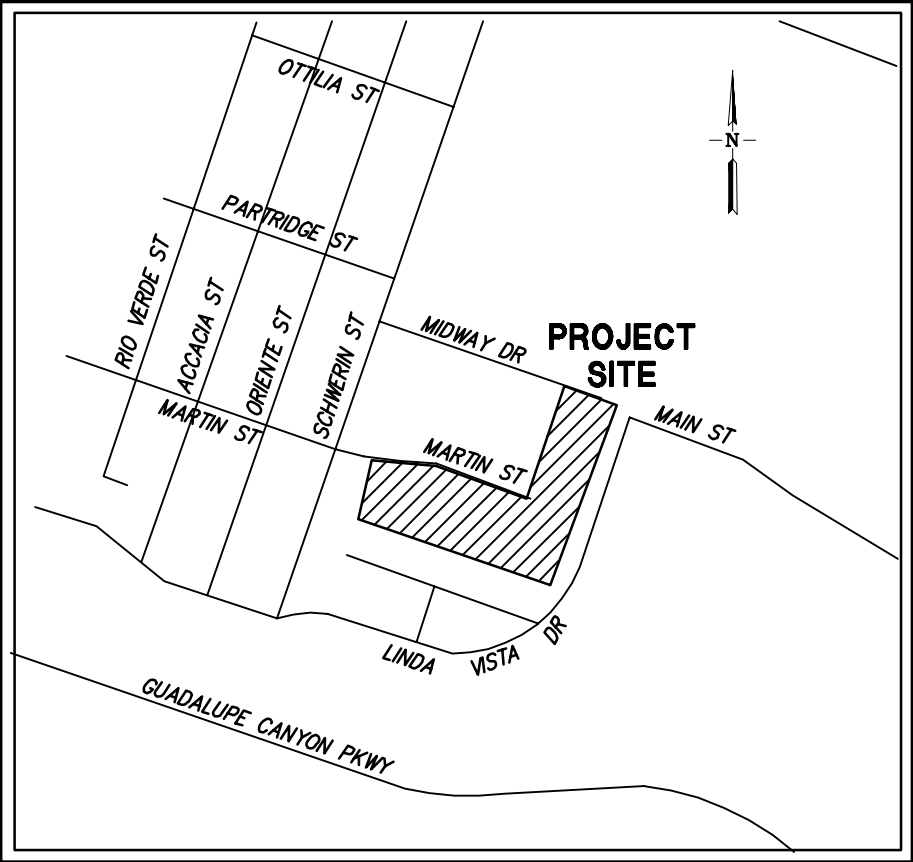


BENCHMARK

NATIONAL GEODETIC SURVEY P. 1241, BENCHMARK DISK AT THE SOUTHWEST CORNER OF THE JUNCTION OF JUNIPERO SERRA BOULEVARD AND KNOWLES AVENUE AT DALY CITY, IN THE TOP AND 5.0 FEET NORTH OF THE SOUTH END OF THE SOUTH CONCRETE GUARDRAIL BASE OF KNOWLES AVENUE BRIDGE 35-172 OVER INTERSTATE HIGHWAY 280, 5.9 FEET WEST OF THE WEST CURB OF THE BOULEVARD, 70 FEET SOUTH OF THE SOUTH LANES OF THE AVENUE, 1.5 FEET HIGHER THAN THE CONCRETE WALKWAY, 2.5 FEET HIGHER THAN THE BOULEVARD, (NAVD 88 ELEV 240.32)

TENTATIVE MAP
ROBERTSON SCHOOL SITE

CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA

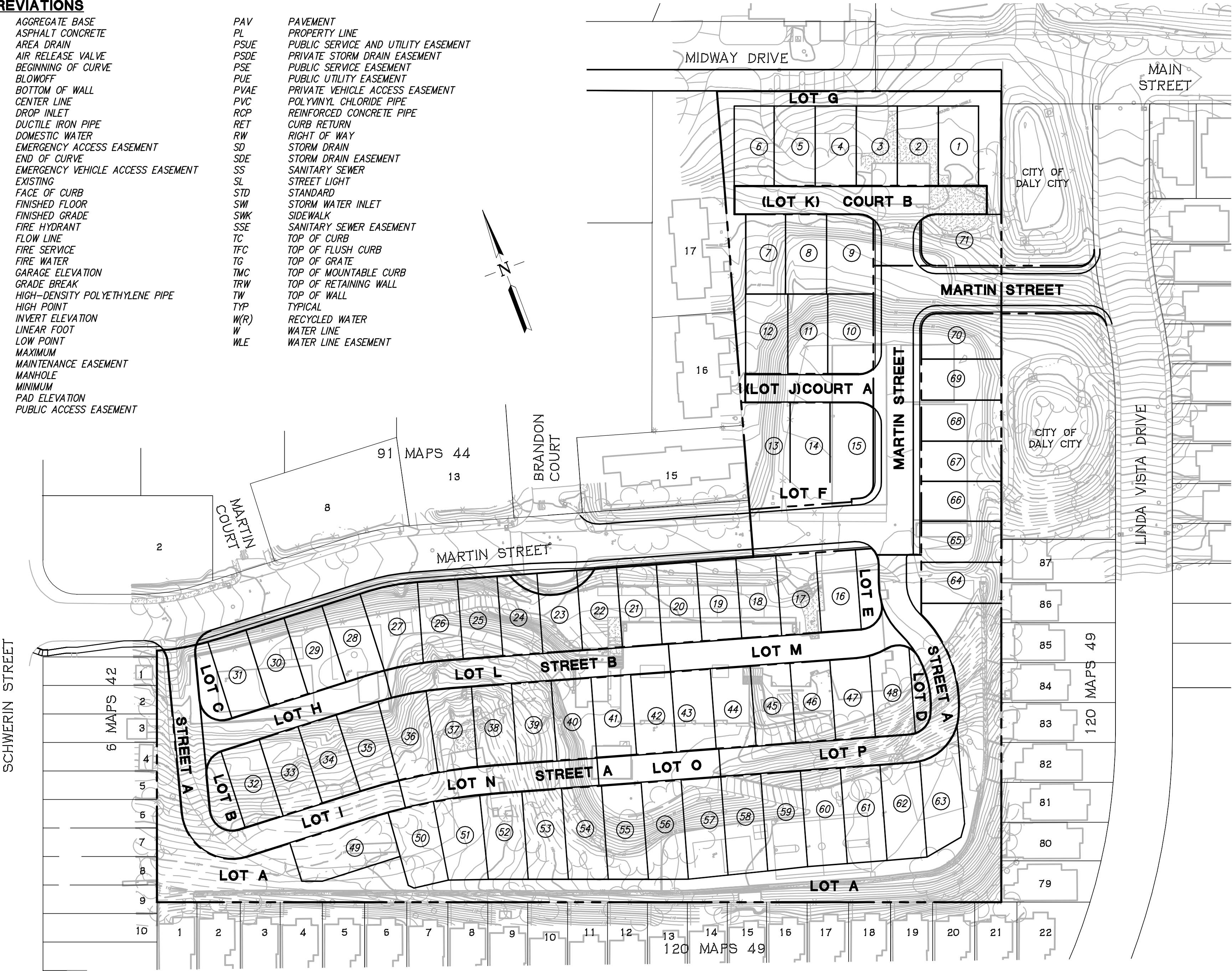


VICINITY MAP
NOT TO SCALE

PROPOSED	DESCRIPTION	EXISTING
---	TRACT BOUNDARY	---
---	LOT LINE	---
---	RIGHT OF WAY	---
---	CENTER LINE	---
---	MATCH LINE	---
---	RETAINING WALL	---
---	EASEMENT LINE	---
---	STORM DRAIN	---
---	SANITARY SEWER	---
---	POTABLE WATER	---
---	CURB & GUTTER	---
---	SIDEWALK	---
---	STORM WATER INLET	---
---	DROP INLET	---
---	AREA DRAIN	---
---	MANHOLE	---
---	SANITARY SEWER LATERAL	---
---	FIRE HYDRANT	---
---	BLOW OFF	---
---	WATER SERVICE WITH METER BOX	---
---	WATER VALVE	---
---	SINGLE ARM STREET LIGHT	---
---	MONUMENT	---
---	FENCE	---
---	CURB RAMP	---
---	CONTOUR ELEVATIONS	---
---	SPOT ELEVATION	---
---	BIO-RETENTION AREA IN LANDSCAPE AREA	---

ABBREVIATIONS

AB	AGGREGATE BASE	PAV	PAVEMENT
AC	ASPHALT CONCRETE	PL	PROPERTY LINE
AD	AREA DRAIN	PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
ARV	AIR RELEASE VALVE	PSDE	PRIVATE STORM DRAIN EASEMENT
BC	BEGINNING OF CURVE	PSE	PUBLIC SERVICE EASEMENT
BO	BLOWOFF	PUE	PUBLIC UTILITY EASEMENT
BW	BOTTOM OF WALL	PVAE	PRIVATE VEHICLE ACCESS EASEMENT
CL	CENTER LINE	PVC	POLYVINYL CHLORIDE PIPE
DI	DROP INLET	RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	RET	CURB RETURN
DW	DOMESTIC WATER	RW	RIGHT OF WAY
EAE	EMERGENCY ACCESS EASEMENT	SD	STORM DRAIN
EC	END OF CURVE	SDE	STORM DRAIN EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT	SS	SANITARY SEWER
EX	EXISTING	SL	STREET LIGHT
FC	FACE OF CURB	STD	STANDARD
FF	FINISHED FLOOR	SWI	STORM WATER INLET
FG	FINISHED GRADE	SWK	SIDEWALK
FH	FIRE HYDRANT	SSE	SANITARY SEWER EASEMENT
FL	FLOW LINE	TC	TOP OF CURB
FS	FIRE SERVICE	TFC	TOP OF FLUSH CURB
FW	FIRE WATER	TO	TOP OF GRATE
GE	GARAGE ELEVATION	TMC	TOP OF MOUNTABLE CURB
GB	GRADE BREAK	TRW	TOP OF RETAINING WALL
HDPE	HIGH-DENSITY POLYETHYLENE PIPE	TW	TOP OF WALL
HP	HIGH POINT	TYP	TYPICAL
INV	INVERT ELEVATION	W(R)	RECYCLED WATER
LF	LINEAR FOOT	W	WATER LINE
LP	LOW POINT	WLE	WATER LINE EASEMENT
MAX	MAXIMUM		
ME	MAINTENANCE EASEMENT		
MH	MANHOLE		
MIN	MINIMUM		
P	PAD ELEVATION		
PAE	PUBLIC ACCESS EASEMENT		



LOCATION MAP
NOT TO SCALE

SHEET INDEX

SHEET NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0	EXISTING CONDITIONS PLAN
C3.0	DEMOLITION PLAN
C4.0	SITE PLAN
C5.0	LOTING AND EASEMENTS PLAN
C6.0	PRELIMINARY GRADING AND DRAINAGE PLAN
C7.0	PRELIMINARY UTILITY PLAN
C8.0	PRELIMINARY STORM WATER TREATMENT PLAN

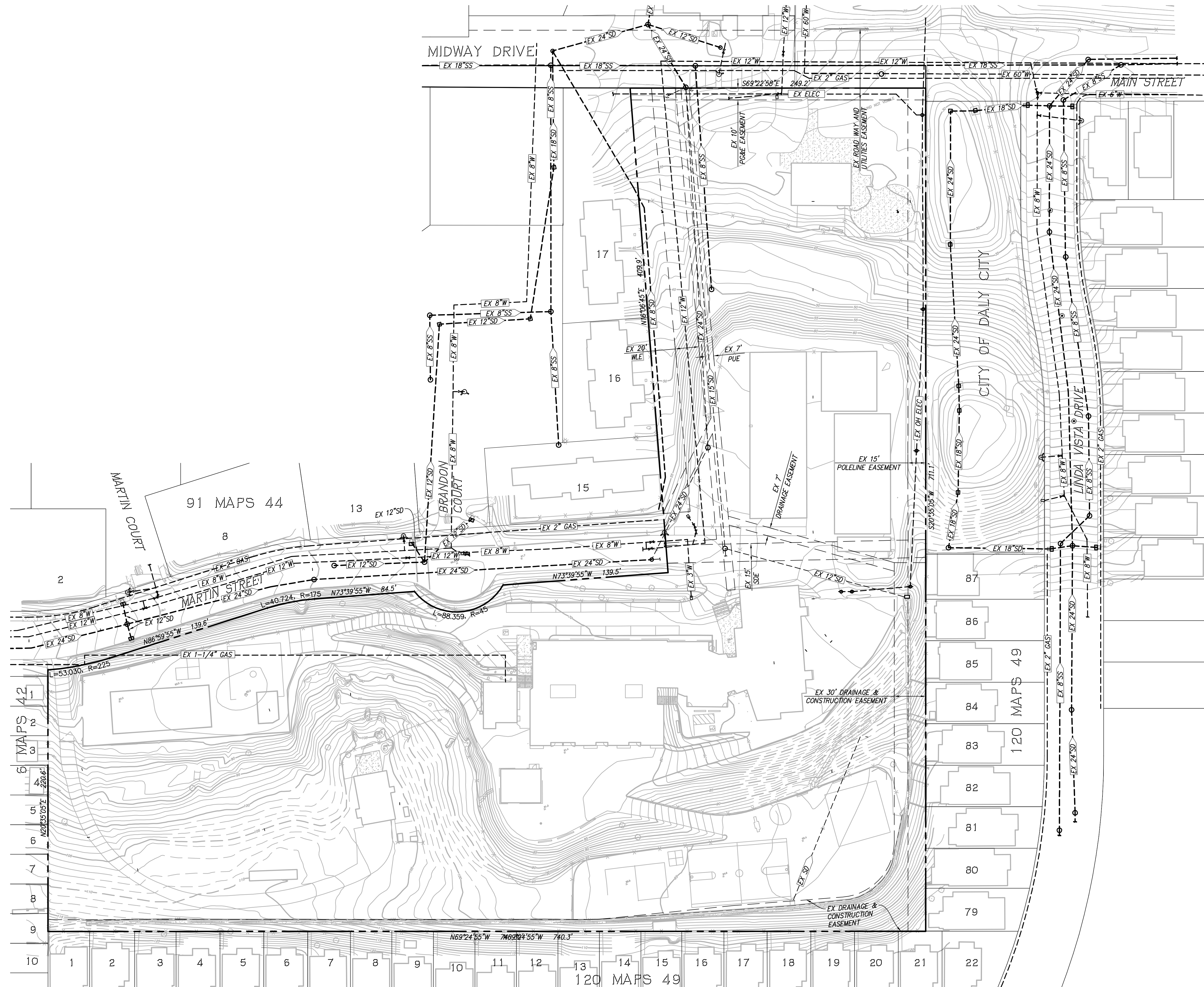
GENERAL NOTES:

- OWNERS: TOLL WEST COAST, LLC
C/O TOLL BROTHERS, INC
3800 KOLL CENTER PARKWAY, SUITE 320
PLEASANTON, CA 94588
CONTACT: STEVE SAVAGE
(925) 249-6000
- DEVELOPER: TOLL WEST COAST, LLC
3800 KOLL CENTER PARKWAY, SUITE 320
PLEASANTON, CA 94588
CONTACT: STEVE SAVAGE
(925) 249-6000
- CIVIL ENGINEER: RUGGERI-JENSEN-AZAR
4690 CHABOT DRIVE, SUITE 200
PLEASANTON, CA 94588
CONTACT: CHRIS ST, RCE# 86062
(925) 227-9100
- SOILS ENGINEER: ENGeo, INC.
2010 CROW CANYON PL. SUITE 250
SAN RAMON, CA 94583
CONTACT: TED BAYHAM
(925) 866-9000
- PROPERTY DESCRIPTION: LOT 1 AS DESIGNATED ON THE MAP ENTITLED, "MIDWAY VILLAGE," WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JULY 26, 1976 IN BOOK 91 OF MAPS, PAGES 44, 45, 46, 47, AND 48, INCLUSIVE.
- CURRENT GENERAL PLAN DESIGNATION: "PF" PUBLIC FACILITIES, "R-HD" RESIDENTIAL HIGH DENSITY
- CURRENT ZONING: PD-RESIDENTIAL
- PROPOSED ZONING: PD-RESIDENTIAL
- APN: 005-330-010-9
- GROSS SITE AREA: 7.0± ACRES
- TOTAL NO. OF PROPOSED LOTS: 86
- UTILITIES: CITY OF DALY CITY
WATER: BAYSHORE SANITARY DISTRICT
SANITARY SEWER: CITY OF DALY CITY
STORM DRAIN: NORTH COUNTY FIRE AUTHORITY
FIRE: PACIFIC GAS & ELECTRIC
GAS & ELECTRIC: AT&T
TELEPHONE: COMCAST
CABLE TV: COMCAST
- BOUNDARY AS SHOWN IS COMPILED FROM RECORD INFORMATION.
- TOPOGRAPHY SHOWN IS BASED ON AN AERIAL TOPOGRAPHIC MAP USED FOR PREVIOUSLY TENTATIVE MAP, UPDATED IN JANUARY 2017.
- THIS PROPERTY LIES WITHIN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN IN FLOOD INSURANCE RATE MAP, COMMUNITY MAP NO. 06081C0035E, DATED OCTOBER 16, 2012.
- IT IS THE INTENT OF THE DEVELOPER TO FILE MULTIPLE FINAL MAPS AFTER TENTATIVE MAP APPROVAL



RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

G:\062016\161070\CAD FILES\102-PLANNING\TEXT-MAP\C2.DWG - 161070.DWG 3/14/2017 2:34:58 PM ROGER FONG



EXISTING CONDITIONS PLAN ROBERTSON SCHOOL SITE

CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA
FOR: TOLL WEST COAST, LLC



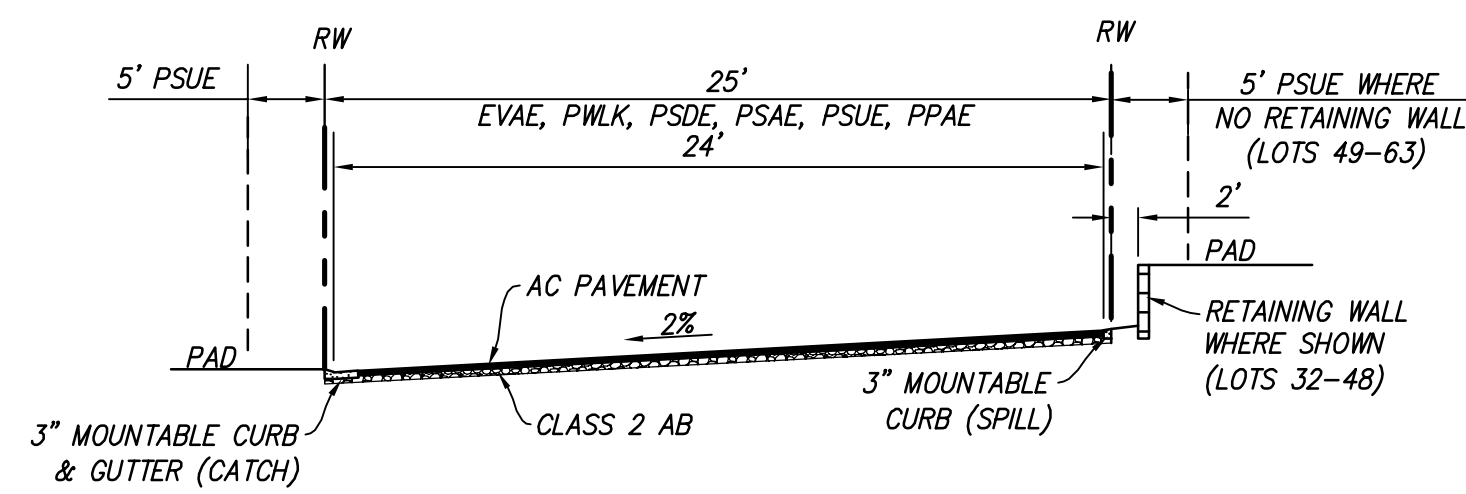
RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

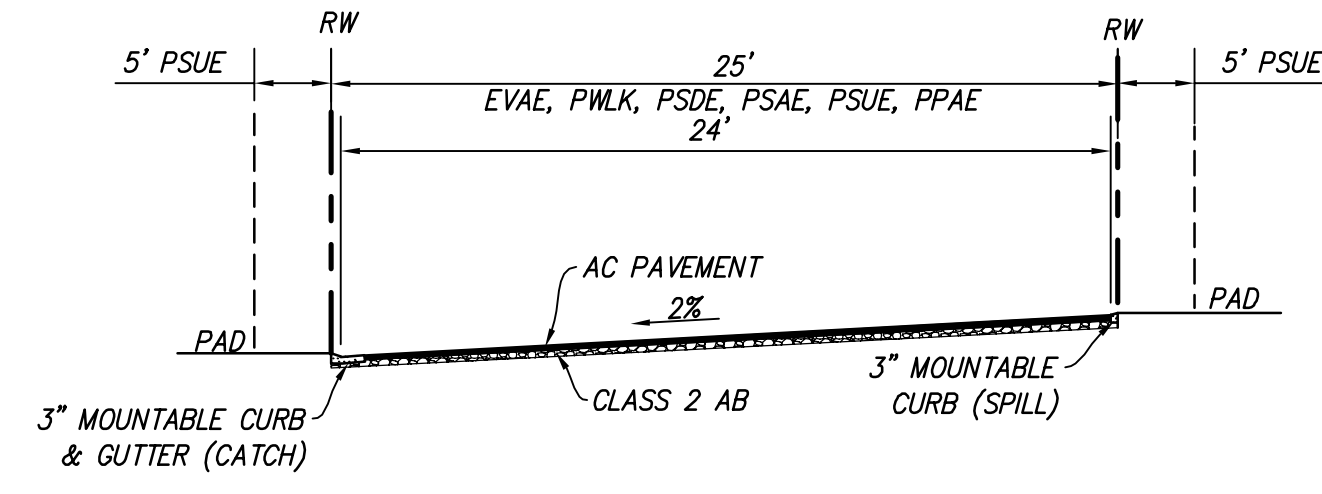
REVISED: MAY 15, 2017
DATE: MARCH 13, 2017

JOB NO. 161070

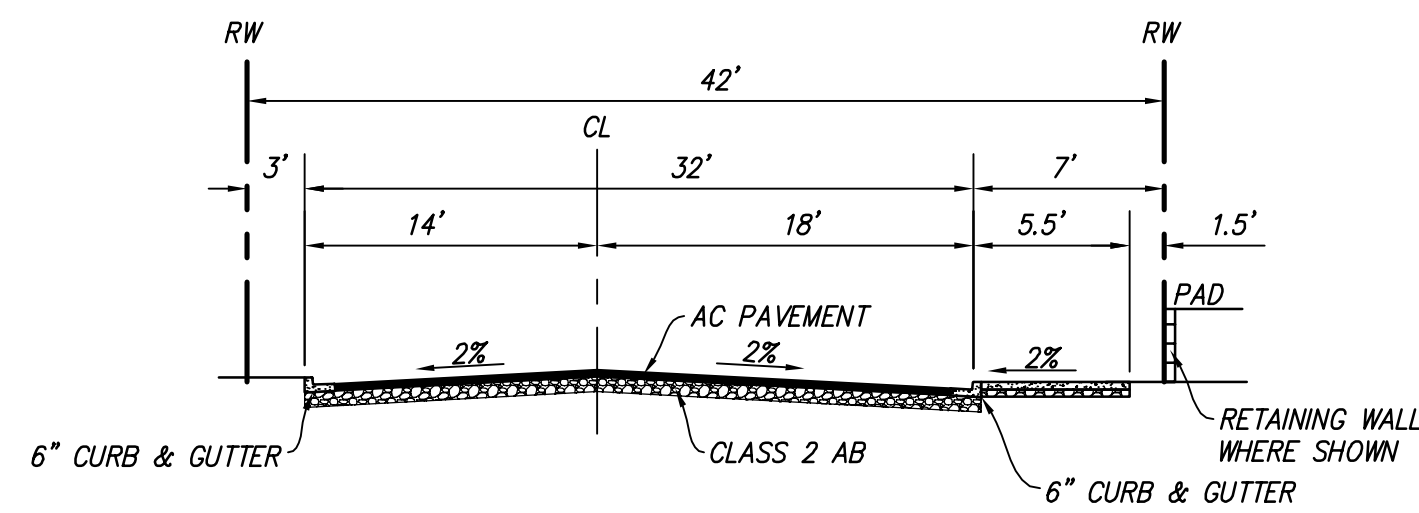
SHEET C2.0



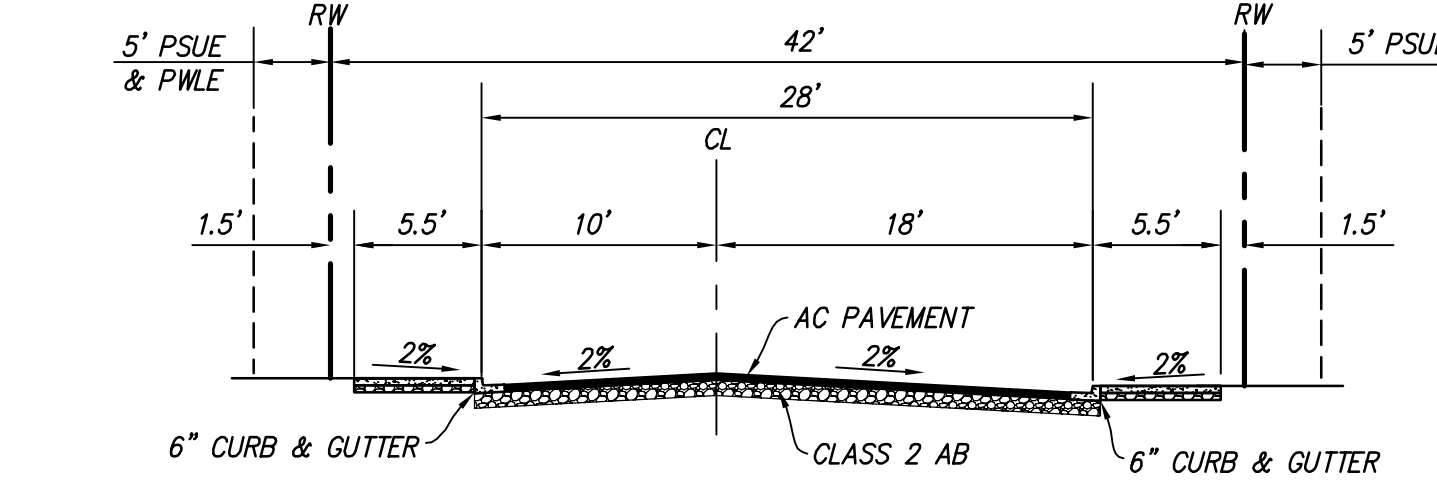
**SECTION A-A STREETS A & B
(PRIVATE STREETS)**
NOT TO SCALE



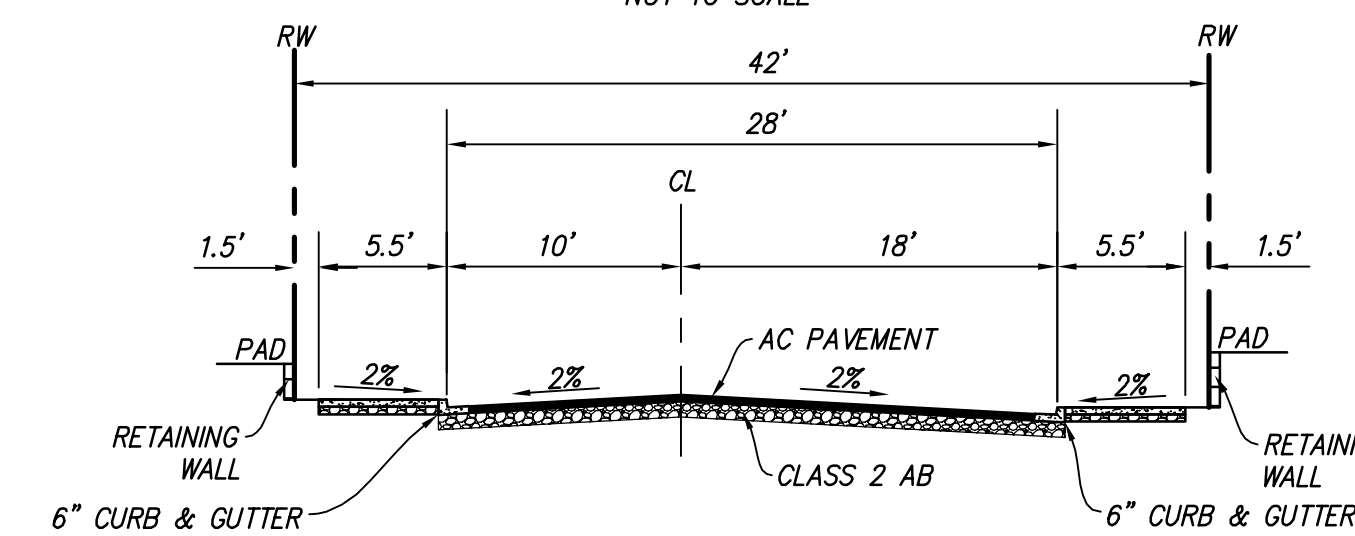
**SECTION B-B COURTS A & B
(PRIVATE STREETS)**
NOT TO SCALE



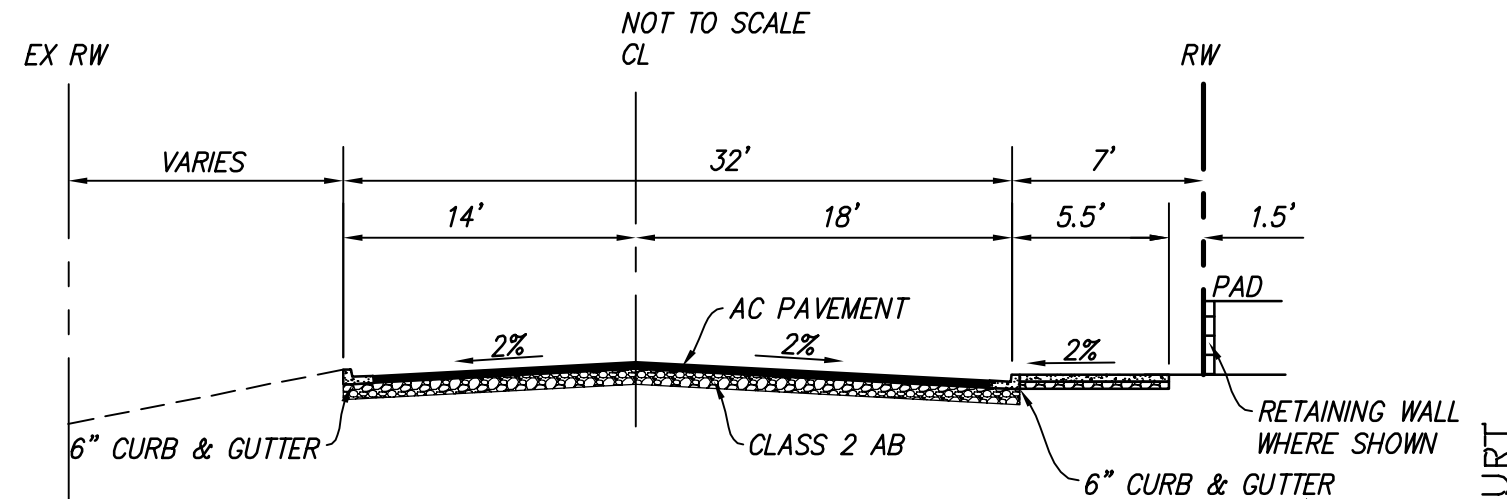
**SECTION C-C MARTIN STREET (42' WIDE)
(PUBLIC STREET)**
NOT TO SCALE



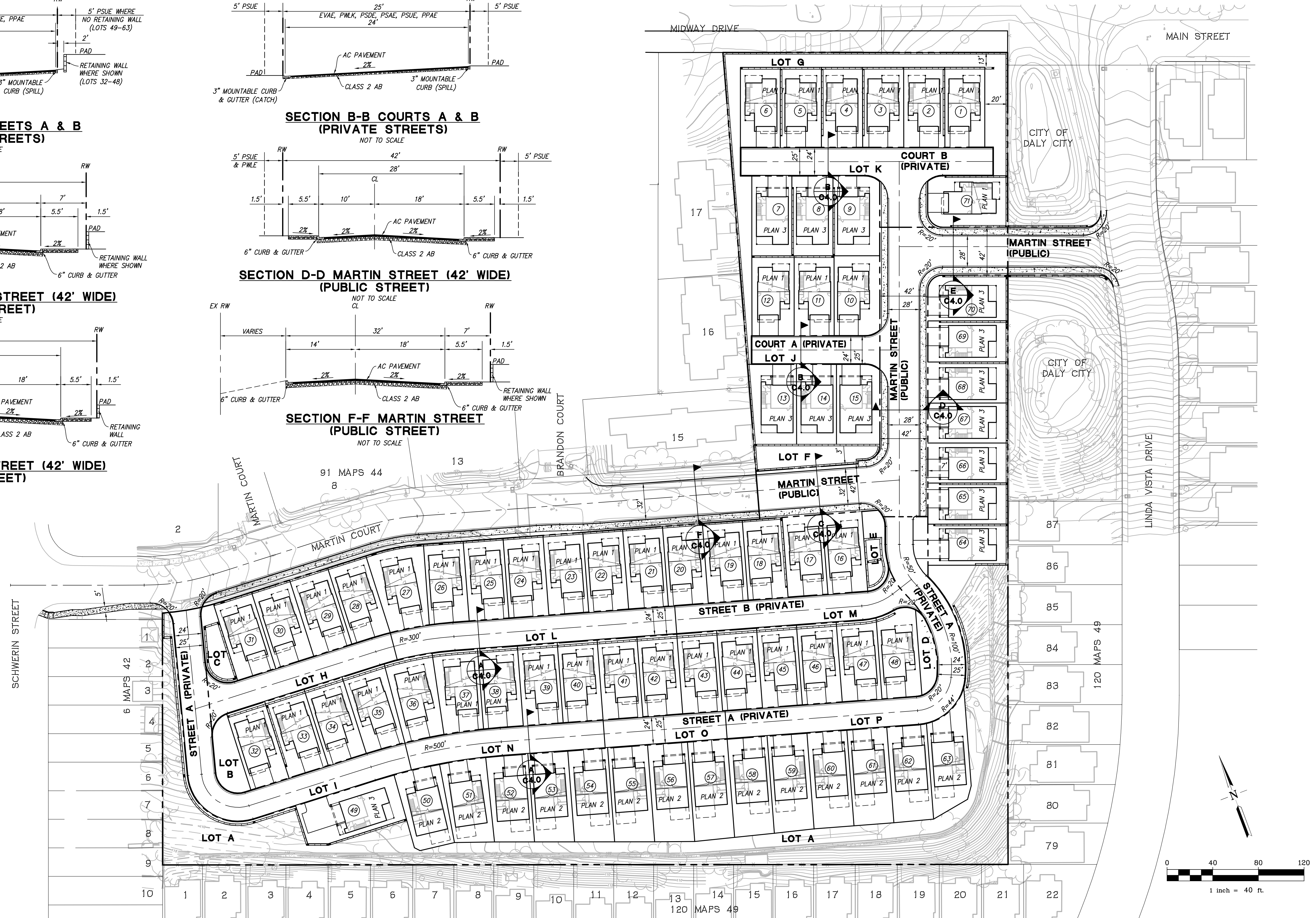
**SECTION D-D MARTIN STREET (42' WIDE)
(PUBLIC STREET)**
NOT TO SCALE



**SECTION E-E MARTIN STREET (42' WIDE)
(PUBLIC STREET)**
NOT TO SCALE



**SECTION F-F MARTIN STREET
(PUBLIC STREET)**
NOT TO SCALE



SITE PLAN ROBERTSON SCHOOL SITE

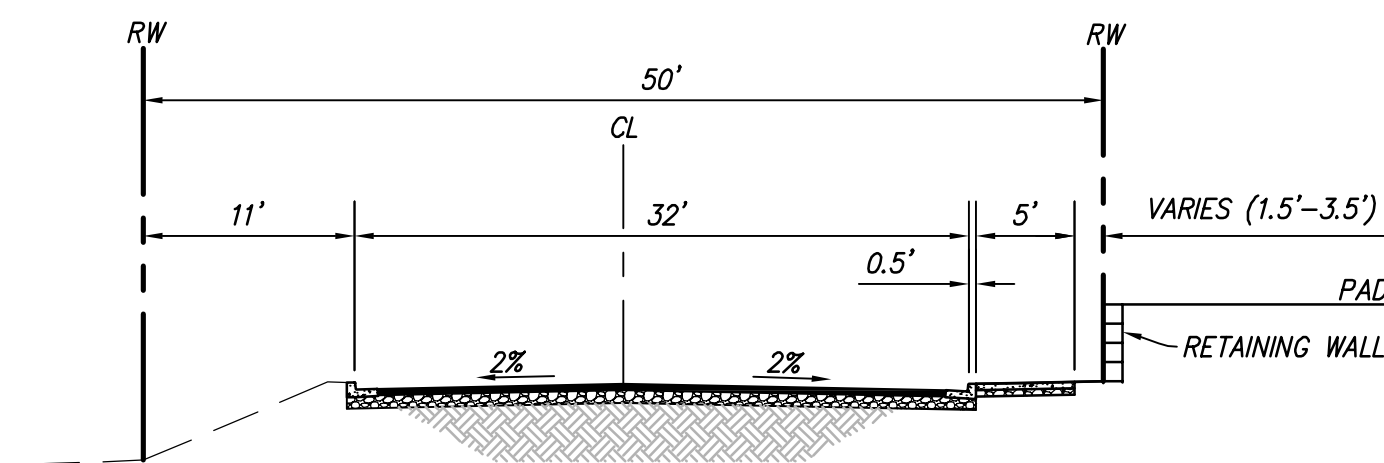
CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA
FOR: TOLL WEST COAST, LLC

NOTE:
SEE LOT DIMENSIONS ON SHEET C5.0

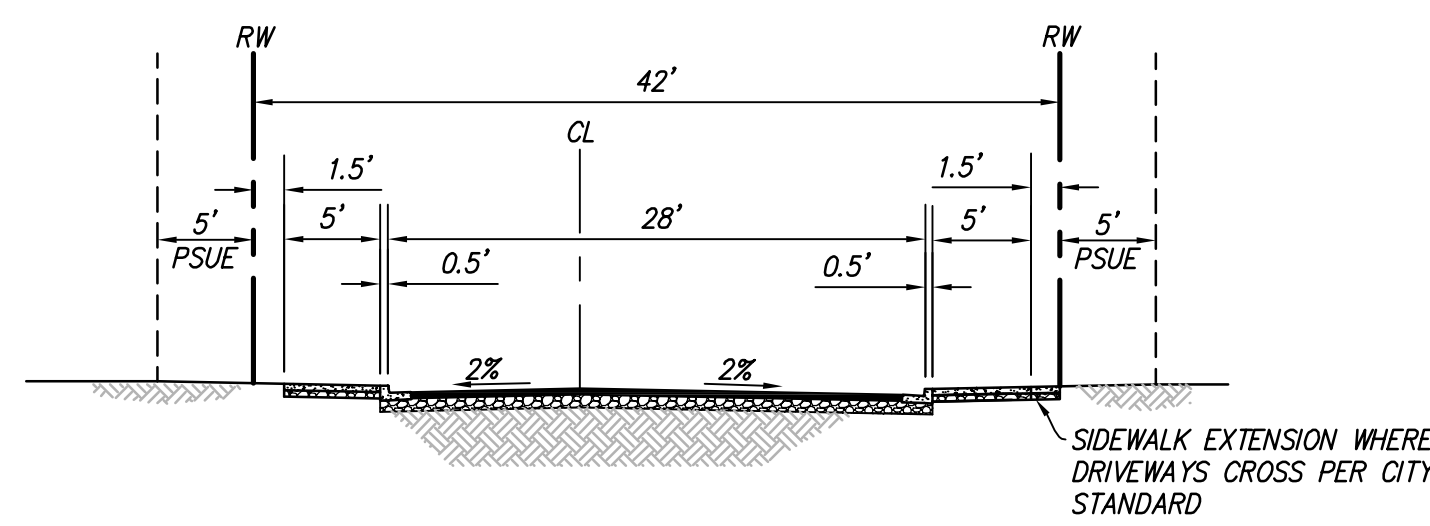


RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

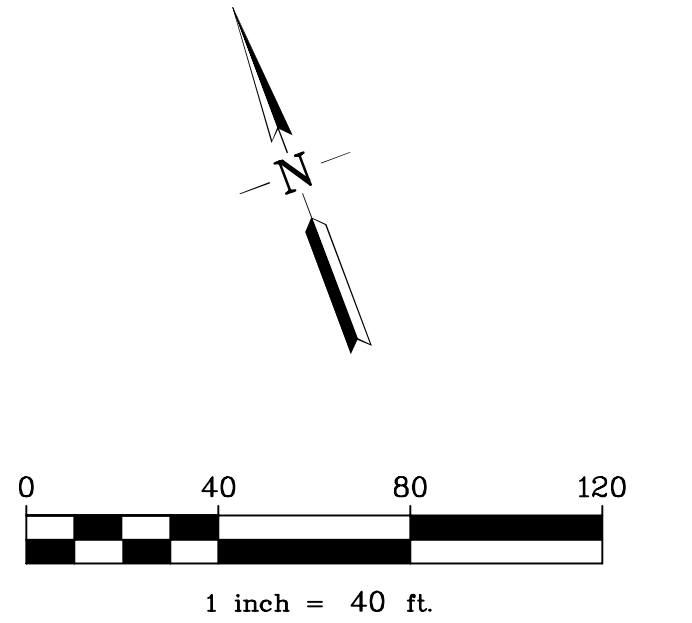
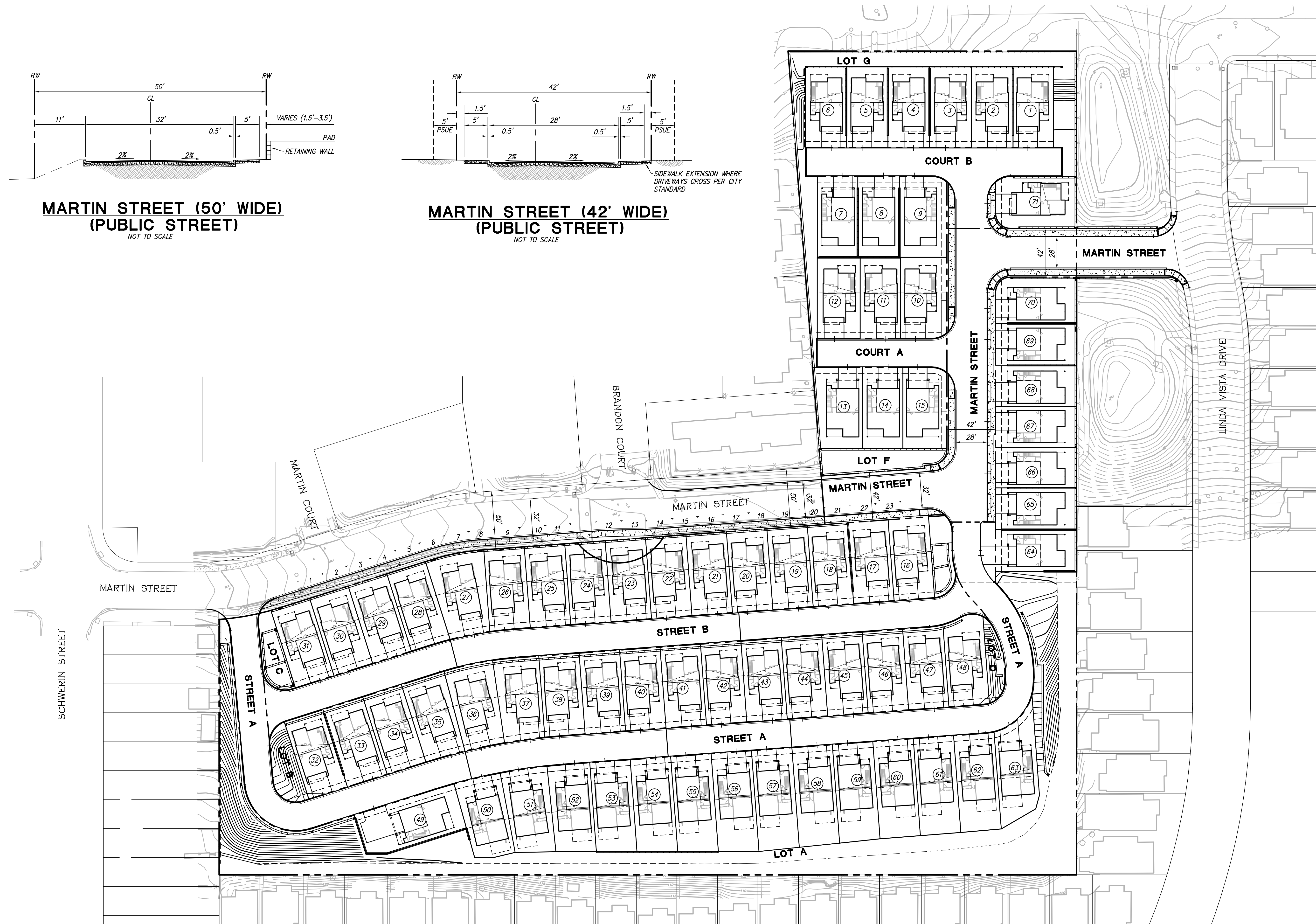
REVISED: MAY 15, 2017
DATE: MARCH 13, 2017
JOB NO. 161070
SHEET C4.0



**MARTIN STREET (50' WIDE)
(PUBLIC STREET)**
NOT TO SCALE



**MARTIN STREET (42' WIDE)
(PUBLIC STREET)**
NOT TO SCALE



REVISED SITE PLAN
ROBERTSON SCHOOL SITE
CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA
FOR: TOLL WEST COAST, LLC

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

LOT AREA TABLE	
LOT NUMBER	AREA (SF)
1	2,450
2	2,520
3	2,520
4	2,520
5	2,520
6	2,450
7	2,450
8	2,520
9	2,849
10	2,779
11	2,450
12	2,570
13	2,810
14	2,450
15	2,640
16	2,450
17	2,450
18	2,450
19	2,450
20	2,450
21	2,450
22	2,450
23	2,450
24	2,450
25	2,450
26	2,455
27	3,077
28	2,452
29	2,450
30	2,450
31	2,450
32	2,450
33	2,520
34	2,450
35	2,591
36	2,801
37	2,664
38	2,451
39	2,450
40	2,450
41	2,450
42	2,450
43	2,450
44	2,450
45	2,450
46	2,450
47	2,454
48	2,648
49	3,560
50	2,650
51	2,737
52	2,727
53	2,745
54	2,836
55	2,927
56	3,013
57	3,036
58	3,002
59	2,964
60	2,941
61	2,938
62	2,928
63	2,937
64	2,520
65	2,520
66	2,450
67	2,450
68	2,520
69	2,520
70	2,764
71	3,094

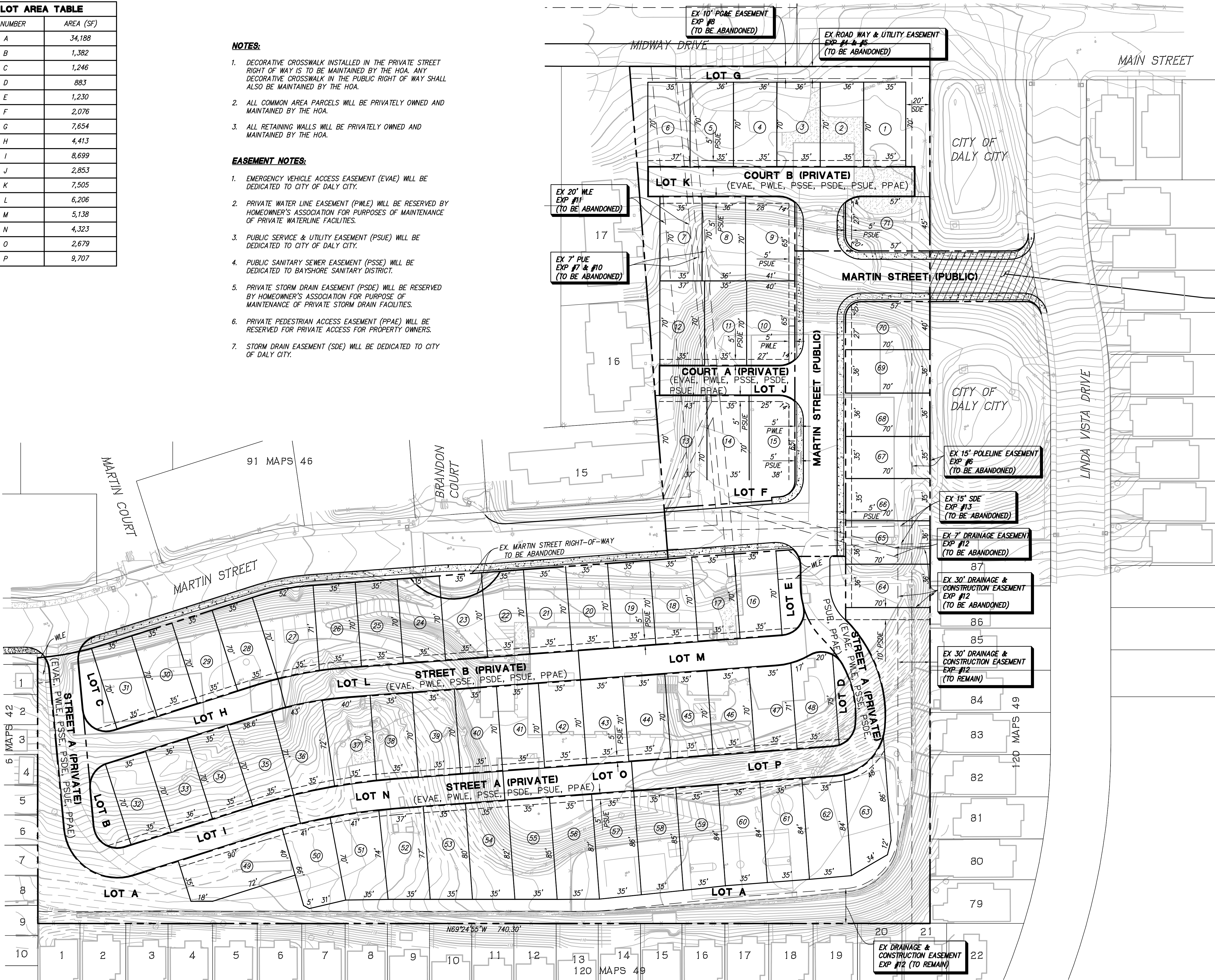
LOT AREA TABLE	
LOT NUMBER	AREA (SF)
A	34,188
B	1,382
C	1,246
D	883
E	1,230
F	2,076
G	7,654
H	4,413
I	8,699
J	2,853
K	7,505
L	6,206
M	5,138
N	4,323
O	2,679
P	9,707

NOTES:

- DECORATIVE CROSSWALK INSTALLED IN THE PRIVATE STREET RIGHT OF WAY IS TO BE MAINTAINED BY THE HOA. ANY DECORATIVE CROSSWALK IN THE PUBLIC RIGHT OF WAY SHALL ALSO BE MAINTAINED BY THE HOA.
- ALL COMMON AREA PARCELS WILL BE PRIVATELY OWNED AND MAINTAINED BY THE HOA.
- ALL RETAINING WALLS WILL BE PRIVATELY OWNED AND MAINTAINED BY THE HOA.

EASEMENT NOTES:

- EMERGENCY VEHICLE ACCESS EASEMENT (EVAE) WILL BE DEDICATED TO CITY OF DALY CITY.
- PRIVATE WATER LINE EASEMENT (PWLE) WILL BE RESERVED BY HOMEOWNER'S ASSOCIATION FOR PURPOSES OF MAINTENANCE OF PRIVATE WATERLINE FACILITIES.
- PUBLIC SERVICE & UTILITY EASEMENT (PSUE) WILL BE DEDICATED TO CITY OF DALY CITY.
- PUBLIC SANITARY SEWER EASEMENT (PSSE) WILL BE DEDICATED TO BAYSHORE SANITARY DISTRICT.
- PRIVATE STORM DRAIN EASEMENT (PSDE) WILL BE RESERVED BY HOMEOWNER'S ASSOCIATION FOR PURPOSE OF MAINTENANCE OF PRIVATE STORM DRAIN FACILITIES.
- PRIVATE PEDESTRIAN ACCESS EASEMENT (PPAE) WILL BE RESERVED FOR PRIVATE ACCESS FOR PROPERTY OWNERS.
- STORM DRAIN EASEMENT (SDE) WILL BE DEDICATED TO CITY OF DALY CITY.



A SEPARATE PLAT AND LEGAL DESCRIPTION SHALL BE PREPARED AND FURNISHED TO THE CITY FOR THE PROPOSED PUBLIC STREET RIGHT OF WAY OVER THE CITY OF DALY CITY PARCEL. ALL IMPROVEMENTS WITHIN THIS PORTION OF THE PROPOSED STREET RIGHT OF WAY SHALL BE DESIGNED AND INSTALLED AS PART OF THE MARTIN STREET IMPROVEMENTS.

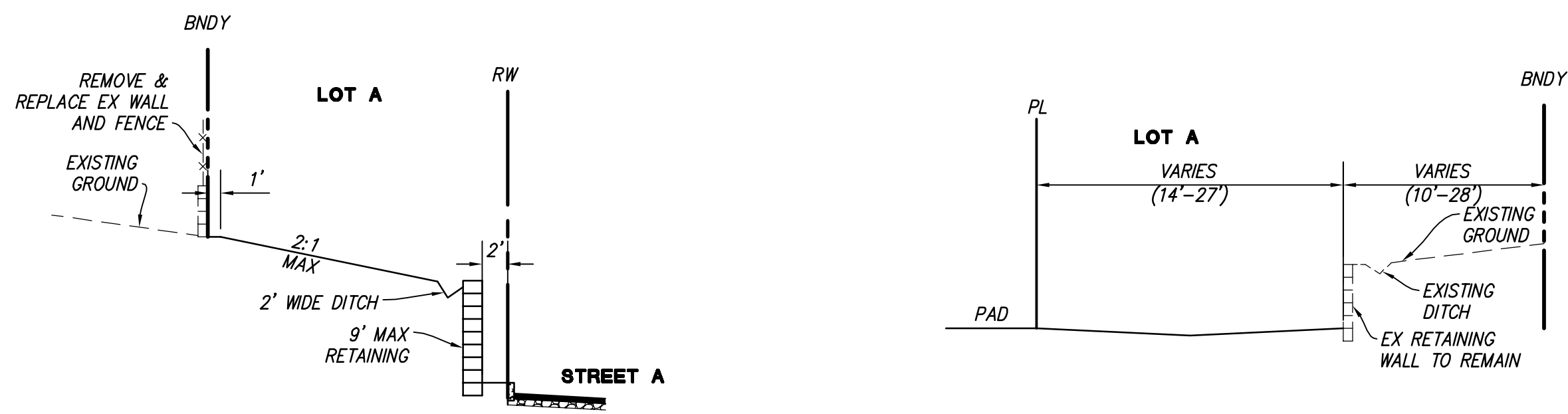
LOTING AND EASEMENTS PLAN ROBERTSON SCHOOL SITE

CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA
FOR: TOLL WEST COAST, LLC

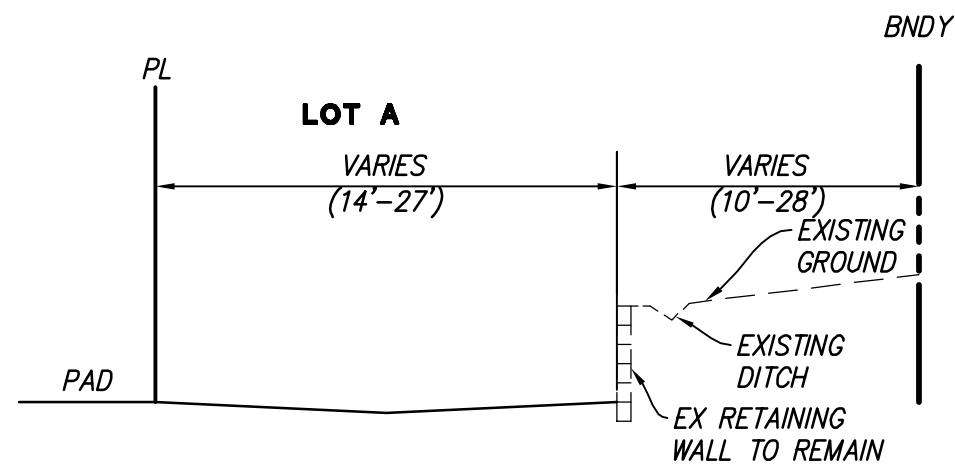


RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

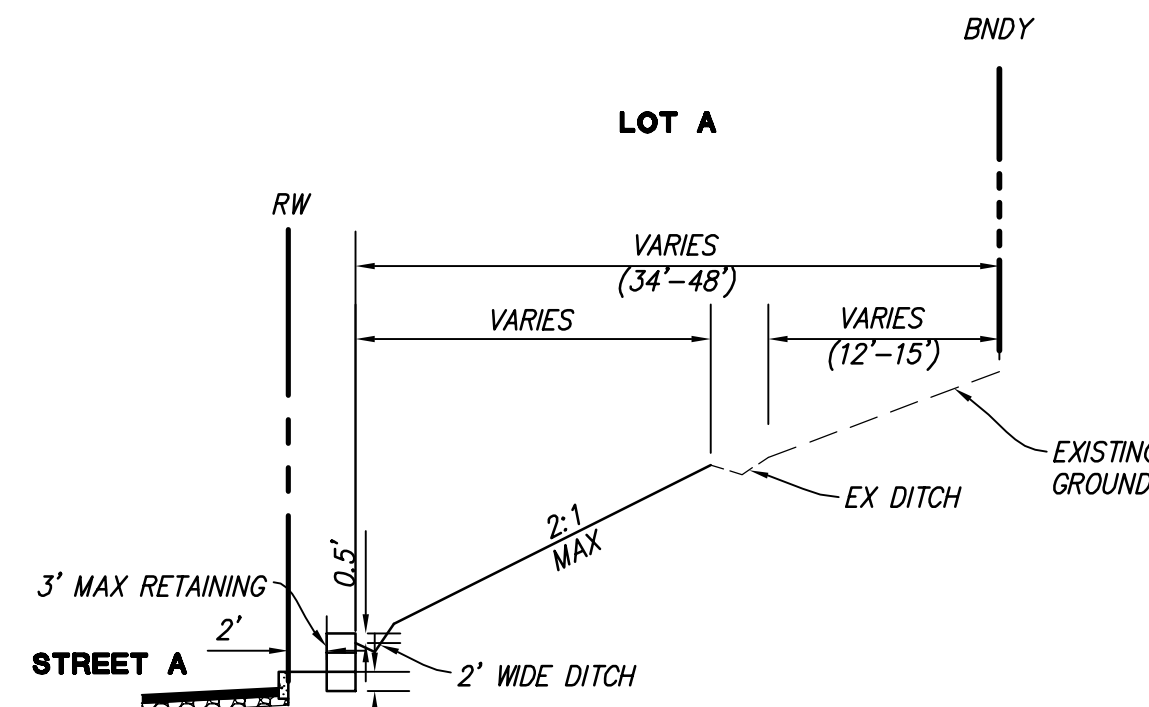
REVISED: MAY 15, 2017
DATE: MARCH 13, 2017
JOB NO. 161070
SHEET C5.0



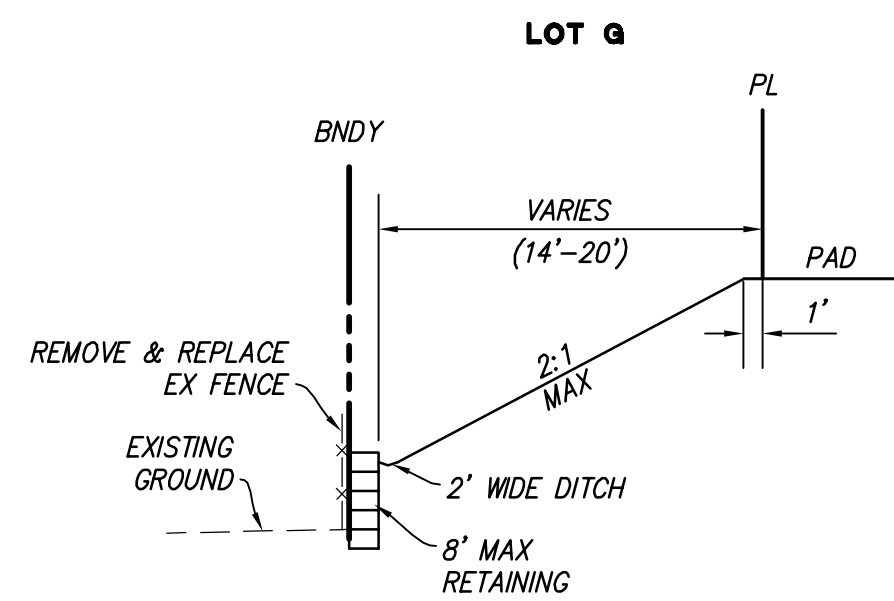
SECTION A
NOT TO SCALE



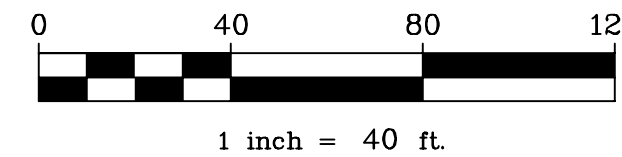
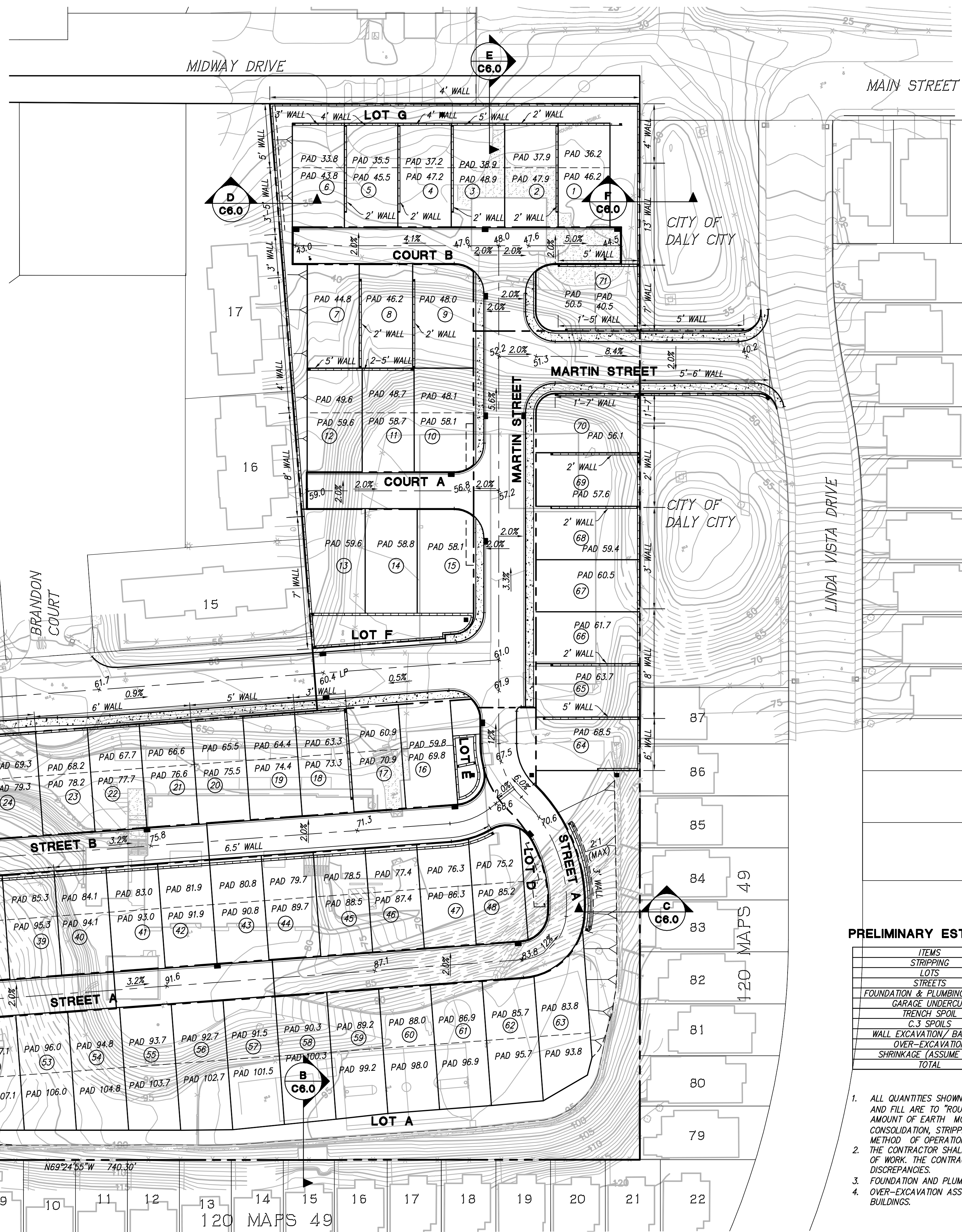
SECTION B
NOT TO SCALE



SECTION C
NOT TO SCALE



SECTION D
NOT TO SCALE



NOTES:

1. THAT PORTION OF MARTIN STREET, WITHIN THE SUBDIVISION BOUNDARY, SHALL BE DEDICATED AS A PUBLIC STREET. THE OFF-SITE PORTION OF MARTIN STREET TRAVERSING PARCEL A AS DEDED AND ACCEPTED ON THE MAP OF LINDA VISTA DRIVE VOL. 120 PG. 49 TO THE CITY OF DALY CITY SHALL BE IMPROVED PER THE CITY STANDARDS.
2. A PAVED EMERGENCY ACCESS ROAD CONNECTING MIDWAY DRIVE WITH LINDA VISTA DRIVE SHALL BE PROVIDED.
3. THE 8 INCH PUBLIC WATER MAIN ALONG LINDA VISTA DRIVE SHALL BE REPLACED WITH A 12 INCH MAIN AND CONNECT TO EXISTING INFRASTRUCTURE.

PRELIMINARY ESTIMATED EARTHWORK QUANTITIES

ITEMS	CUT (C.Y.)	FILL (C.Y.)
STRIPPING	1,200	-
LOTS	20,000	25,100
STREETS	11,100	4,600
FOUNDATION & PLUMBING SPOILS	1,100	-
GARAGE UNDERCUT	1,400	-
TRENCH SPOIL	3,600	-
C.3 SPOILS	200	-
WALL EXCAVATION/ BACKFILL	1,100	-
OVER-EXCAVATION	1,800	1,800
SHRINKAGE (ASSUME 15%)	-	4,725
TOTAL	42,500	36,225

1. ALL QUANTITIES SHOWN ON THIS PLAN ARE APPROXIMATE, CALCULATED CUT AND FILL ARE TO "ROUGH GRADE" AND EXISTING GROUND. THE ACTUAL AMOUNT OF EARTH MOVED IS VARIABLE DEPENDENT ON COMPACTION, CONSOLIDATION, STRIPPING REQUIREMENTS, AND THE CONTRACTOR'S METHOD OF OPERATION.
2. THE CONTRACTOR SHALL VERIFY ALL EARTHWORK QUANTITIES BEFORE START OF WORK. THE CONTRACTOR SHALL CONTACT THE CIVIL ENGINEER WITH ANY DISCREPANCIES.
3. FOUNDATION AND PLUMBING SPOILS ARE ASSUMED AT 30 CY/LOT
4. OVER-EXCAVATION ASSUMED TO BE 2' BELOW EXISTING GRADE AT EXISTING BUILDINGS.

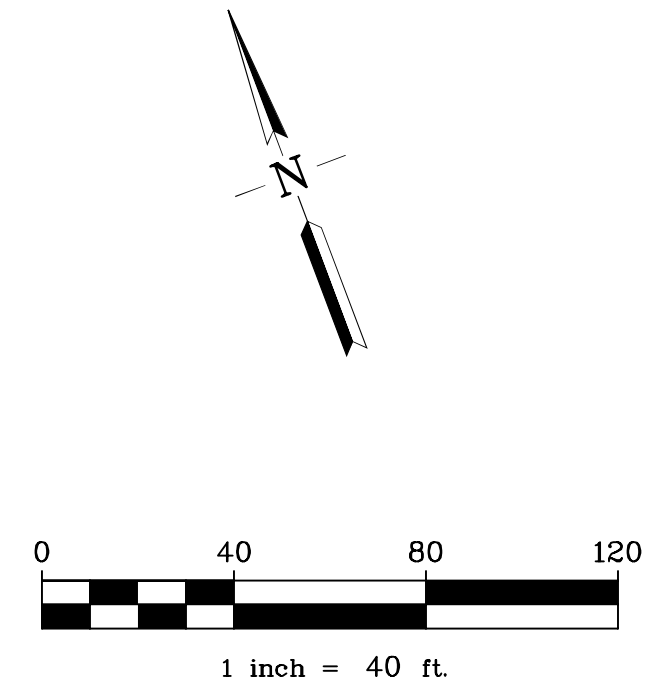
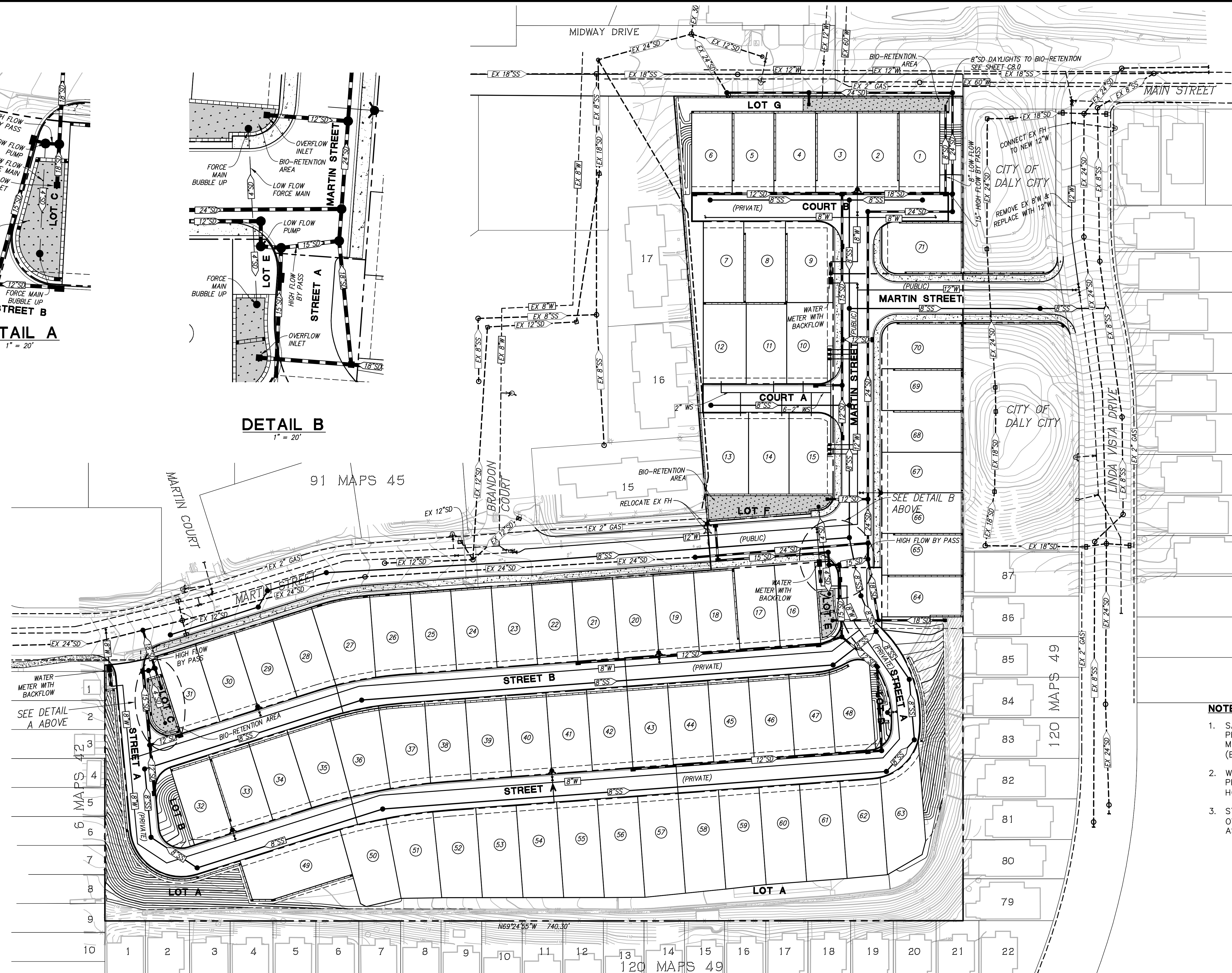
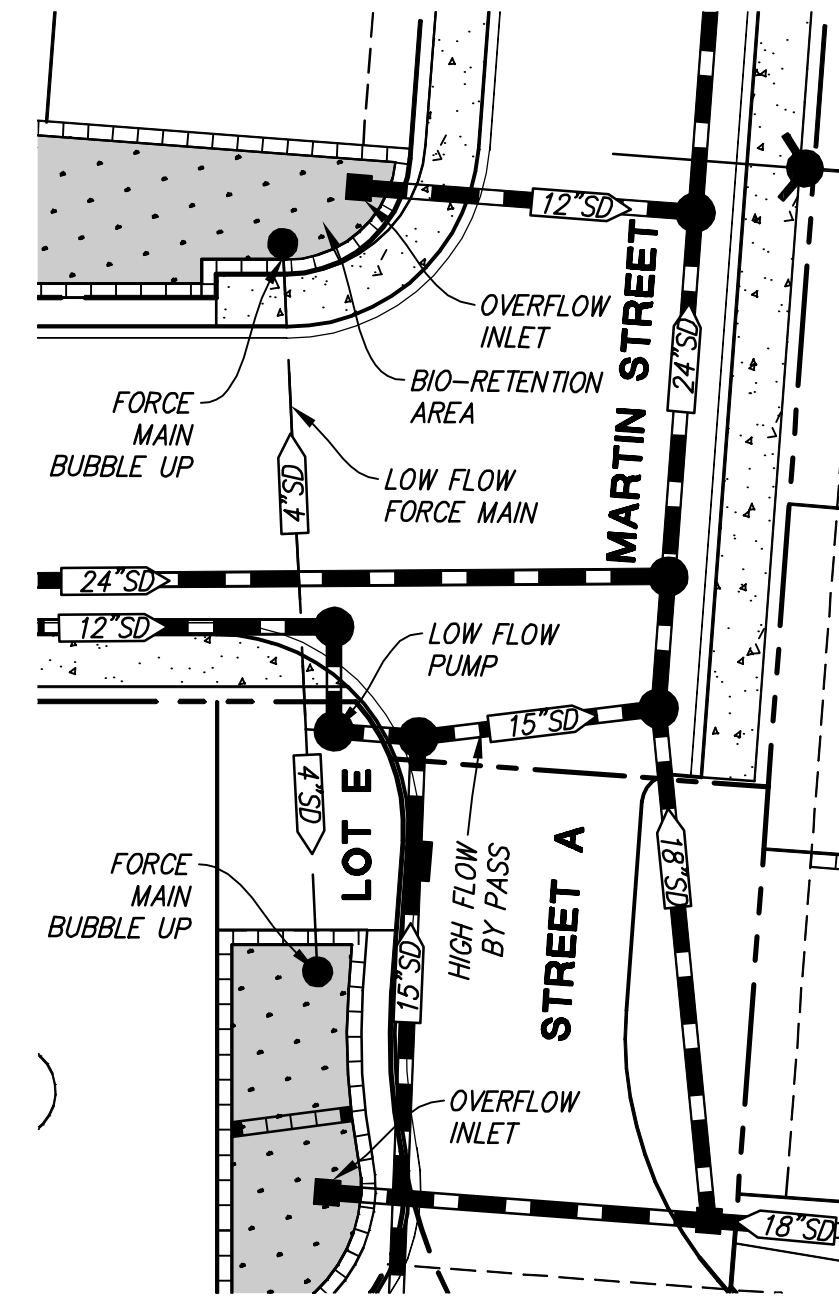
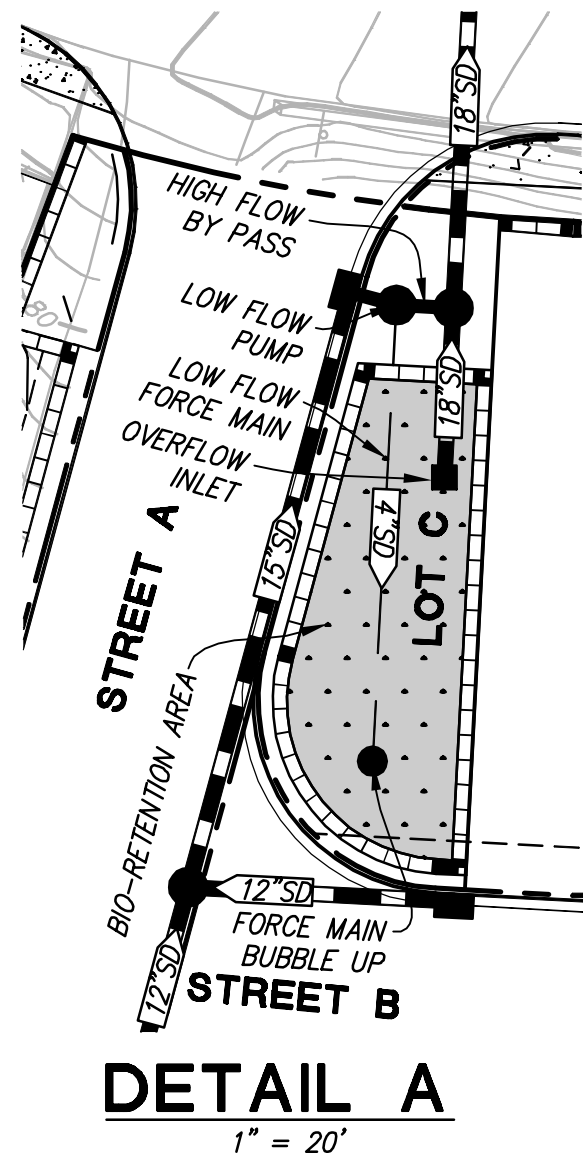
PRELIMINARY GRADING AND DRAINAGE PLAN **ROBERTSON SCHOOL SITE**

CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA
FOR: TOLL WEST COAST, LLC



RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

REVISED: MAY 15, 2017
DATE: MARCH 13, 2017
JOB NO. 161070
SHEET C6.0



NOTES:

1. SANITARY SEWERS IN BOTH PUBLIC AND PRIVATE STREETS WILL BE SERVICED AND MAINTAINED BY BAYSHORE SANITARY DISTRICT (BSD).
2. WATER LINES IN PRIVATE STREETS WILL BE PRIVATELY OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION.
3. STORM DRAINS IN PRIVATE STREETS WILL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION.

PRELIMINARY UTILITY PLAN ROBERTSON SCHOOL SITE

CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA
FOR: TOLL WEST COAST, LLC

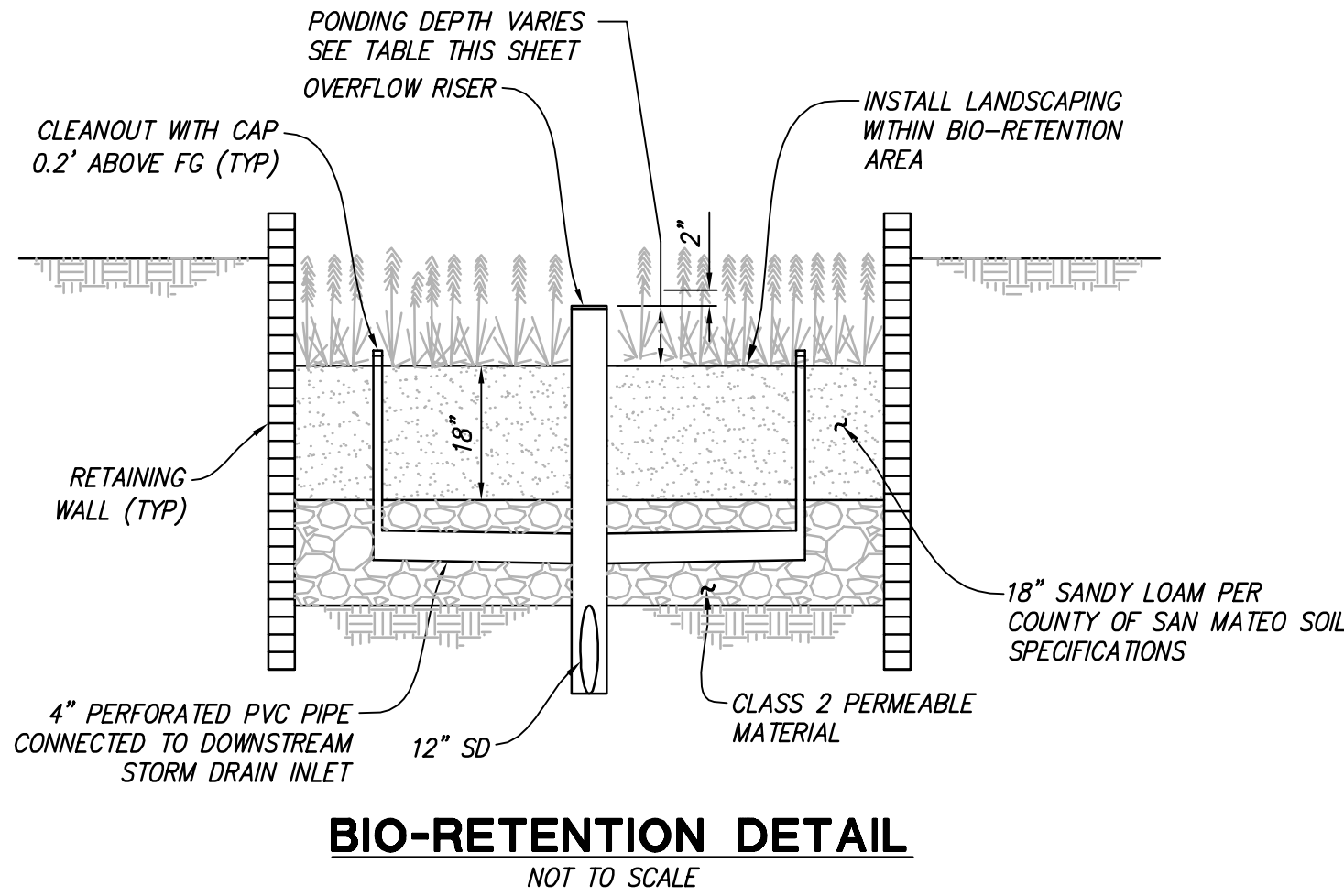


RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

REVISED: MAY 15, 2017
DATE: MARCH 13, 2017
JOB NO. 161070
SHEET C7.0

DMA#	TOTAL DMA AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	EFFECTIVE IMPERVIOUS AREA (SF)	TREATMENT VOLUME REQUIRED (CF)	TREATMENT AREA BOTTOM (SF)	RUNOFF FILTERED THROUGH SOILS (CF)	STORAGE VOLUME REQUIRED ABOVE SOILS (CF)	PONDING DEPTH (IN)
1	48,021	25,859	22,162	28,075	1,685	794	1,191	494	7.5
2	161,162	91,305	69,857	98,291	5,897	2,359	3,539	2,359	12
3	85,478	48,813	36,665	52,480	3,149	1,600	2,400	749	5.6
TOTAL	294,661	165,977	95,684	178,846	10,731	4,868			

- NOTES:
- THE ABOVE CALCULATIONS ARE BASED ON THE SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM C.3 STORMWATER TECHNICAL GUIDANCE, DATED JUNE 2016 AND THE FOLLOWING CRITERIA:
a. 0.2 INCHES/HOUR RAINFALL INTENSITY ON 100% IMPERVIOUS AREA.
b. SOIL FOR TREATMENT MEDIUM WITH A 5 INCHES/HOUR INFILTRATION RATE.
 - SIZING FACTOR BASED ON COMBO FLOW VOLUME METHOD PER SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM C.3 STORMWATER TECHNICAL GUIDANCE.



LEGEND

BIO-RETENTION AREA

PRELIMINARY STORM WATER TREATMENT PLAN ROBERTSON SCHOOL SITE

CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA
FOR: TOLL WEST COAST, LLC

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

REVISED: MAY 15, 2017
DATE: MARCH 13, 2017
JOB NO. 161070
SHEET C8.0



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 25, 2016

Subject: General Plan Amendment GPA-1-15-10254, Planned Development PD-1-15-10255 (Precise Plan), Major Subdivision SUB-1-15-10256, and Environmental Review CEQA-1-15-10257) — Subdivision of a 6.96-acre site at 1 Martin Street for 71 Residential Lots

Recommended Action

Approve the General Plan amendment, rezoning and tentative map, and adopt the Mitigated Negative Declaration for the project.

Planning Commission Discussion

On April 5, 2016, the Planning Commission voted 5-0 to recommend that the City Council approve the above entitlements for the project. Commissioner Satorre suggested that traffic in the area warranted improvements to Carter Street. Commissioner Crump asked if the project would have a homeowners association that would, for example, require that residents use their garages for parking. Staff answered that the development would have an association and that staff would review the association's bylaws to ensure that such a provision was included. Phyllis Rizzi, resident at 12 Jacqueline Court (Linda Vista neighborhood), spoke in favor of the project. Shirley Cabanero, resident at 107 Linda Vista Drive (Linda Vista neighborhood), indicated that she lived at the end of the Martin Street extension, which would face her home, and that the extension would negatively impact it.

Background

BKF Engineers, on behalf of the Bayshore Elementary School District, has submitted an application to amend the City's General Plan, rezone to Planned Development, and subdivide a 6.96-acre property at the existing Robertson Intermediate School (see Attachment A – Site Location). The proposal includes a residential development totaling 71 single-family detached homes proposed in a “clustered courtyard” arrangement. Access to the subdivision would be provided by extending Martin Street as a public street to Linda Vista Drive, with homeowner-association owned and maintained courtyards providing access to individual homes from the Martin Street extension (see Attachment B – Project Plans).

On February 22, 2016, the City Council considered the Preliminary Plan, including the proposed land use, parking, circulation, and site plan for the project. The Council voted to allow the project to proceed to the Precise Plan stage.

As discussed in the Preliminary Plan review, the subject site is presently occupied by the Robertson Intermediate School, which, under a proposal by the Bayshore Elementary School District, would be sold and the sale proceeds used to construct a new school on the existing Bayshore Elementary School site located at 155 Oriente Street. The new school would combine the grade levels of the elementary school and intermediate school, thereby serving students from transitional kindergarten through eighth grade (TK-8) in a single school facility. A complete explanation of the project and

the benefits of constructing the TK-8 are provided in the attached written narrative (see Attachment C – Project Narrative).

The following actions by the City Council are necessary for the project to proceed to the grading and building permit stages:

1. Certification of a Mitigated Negative Declaration for the project;
2. Approval of a Tentative Subdivision Map to create 71 single family residential lots on the project site; and
3. Approval of the General Plan amendment and Planned Development zoning for the project site (see Attachment D – Draft PD-71 Development Standards). The new PD-71 zoning district will replace the current R-1 Single Family Residential district applicable to the site. Development standards and restrictions will be established through the approval of PD-71.

Because the applicant has not submitted specific architectural designs for the proposed homes, Design Review Committee approval of the project architecture and landscape is also necessary.

Discussion

The proposed subdivision layout is largely unchanged from the Preliminary Plan reviewed by the City Council in February. As proposed, the 71 lots would be served by five private driveways (“lanes”) leading from Martin Street, which would be extended as a public street from its present easterly terminus in front of the Robertson Intermediate School, through the school property, and connected to Linda Vista Drive. The new roadway connection to Linda Vista Drive would be necessary to provide a secondary means of access to the subdivision required by the Fire Department and to provide the sewer utility connection required by the Bayshore Sanitary District.

Each of the five private driveways would provide shared access to individual homes in a “clustered courtyard” arrangement, wherein most homes face a common courtyard providing each with vehicular and pedestrian access. Lots within each courtyard would be between 1,975 and 4,245 square feet in size, and would provide living spaces ranging between approximately 1,500 and 2,500 square feet, exclusive of garage areas. The architectural concept currently proposed identifies two-story homes with traditional lap siding with hip and gables roofs. Each home would provide at least two side-by-side parking spaces, as required by the Zoning Ordinance. The project architecture would be refined in greater detail as part of the Design Review Committee review of the project.

As proposed, Martin Street would be constructed at the slightly reduced right-of-way dimension than presently exists east of Brandon Street, where the north side of the street is red-curbed for no parking. This red-curbed condition would continue on the north side of the Martin Street extension, where the street would provide two travel lanes with on-street parking on the south side of street only, adjacent to the subdivision. The five private driveways would have a width sufficient to accommodate two-way vehicular travel, but no parking. Instead, two parking spaces would be provided in the garage of each home (142 spaces) and two additional driveway spaces would be

provided for eight of the proposed homes (16 spaces). Therefore, a total of 158 off-street parking are therefore proposed, exceeding the 142 spaces required by the Zoning Ordinance, i.e., two spaces per home.

Based on figures provided by the applicant, as many as 35 on-street parking spaces could be accommodated in the Martin Street extension, where the applicant would construct a sidewalk to facilitate access to these spaces by residents of the proposed homes. Staff is recommending a Condition of Approval that the applicant construct an off-site sidewalk extension to the Schwerin/Martin intersection. Combined with the 158 spaces provided in garages and driveways, approximately 193 parking spaces would be available to residents.

As proposed, the Martin Street extension transects an existing city-owned stormwater detention facility. The applicant has demonstrated that the facility's capacity would be unaffected by the new roadway improvement and would provide better access to it.

Although staff is overall satisfied with the subdivision design, the following Conditions of Approval are recommended to ensure the subdivision is a benefit to the surrounding neighborhoods and future residents who will reside within it:

1. The applicant shall provide benches or other pedestrian amenities in the vicinity of the detention facility, adjacent to Linda Vista Drive, as a mitigation measure to introducing the roadway through what is now a passive open space area.
2. The applicant shall install decorative pavers at all private driveway ends to an extent approved by the Planning Division. Any approved parking spaces within the private driveways shall be striped.
3. All private driveways shall receive decorative pavers. The specific paver design shall be approved by the Design Review Committee.
4. All retaining walls in the project visible from any public road and private driveway shall be split face block or other material approved by the Planning Division.
5. Exclusive of any street lights that may be required in the extension of Martin Street, the applicant install pedestrian-oriented street lights throughout the project. The number and location of the lights shall be approved by the Planning Division.

In addition to the above site design requirements, staff is recommending initial Conditions of Approval relating to retaining wall design, fencing, landscaping, and the inclusion of areas with the homes' garages to facilitate trash storage, all of which must be addressed in the subsequent submittal to the Design Review Committee.

General Plan, Zoning, and Project Density

The General Plan identifies the land use designation for the subject site as Residential – Low Medium Density, which allows between 14.5 and 20 dwelling units per acre, and Public Facilities.

Given that the proposed development is 71 units on 6.96 acres of land, the resulting project density would be 10.2 dwelling units per acre. This density is therefore not consistent with the current General Plan land use designations and the applicant has therefore applied to amend the General Plan designation applicable to the property to Residential – Low Density, which permits between two and 14.5 dwelling units per acre. At the proposed density, the development would be appropriate in context with residential surrounding uses which are also Residential – Low Density to the south, east, and west.

In addition to compliance with the General Plan density allowance, the proposed development would serve to implement the General Plan Housing Element, which encourages the development of infill housing on sites that are underutilized, where residential development represents the highest and best use, and where public infrastructure exists to support the intensity of the proposed development.

Project Affordability

As required by the City's Affordable Housing Ordinance, the applicant has provided an affordable housing plan for the project which proposes that the affordable units required for the project be constructed as part of the future reconstruction of the Midway Village housing complex to be undertaken by the San Mateo County Housing Authority. In exchange for this allowance, the Bayshore Elementary School District has proposed contributing a contiguous half-acre property it owns at 45 Midway Drive, currently occupied by Peninsula Family Services which operates a daycare at the property, to increase the future site size of the Midway Village housing complex. In the event that the reconstruction does not occur within a pre-specified timeframe, the County Housing Authority would pay the City an affordable housing in-lieu fee of \$1,743,490. The City, County, and School District are presently negotiating a memorandum of understanding to formalize the agreement.

Subdivision Requirements

Pursuant to Section 66474 of the Subdivision Map Act, a legislative body of a city or county may approve a subdivision map if it makes the following findings:

1. The proposed subdivision and/or design or improvement must be consistent with applicable general and specific plans.
 - The site is designated as Residential – Low Medium Density, which allows between 14.5 and 20 dwelling units per acre, and Public Facilities. Given that the proposed development is 71 units on 6.96 acres of land, the resulting project density would be 10.2 dwelling units per acre. This density is therefore not consistent with the current General Plan land use designations and the applicant has therefore applied to amend the General Plan designation applicable to the property to Residential – Low Density, which permits between two and 14.5 dwelling units per acre. At the proposed density, the development would be appropriate in context with residential surrounding uses which are also Residential – Low Density to the south, east, and west.

2. The site must be physically suitable for the type and density of the proposed subdivision.
 - The subject site is situated at the easterly terminus of Martin Street, in an area of the Bayshore neighborhood characterized by a mixture of multi- and single-family residential developments. Given the size and shape of the subject property, together with adjacent land uses, a low-density residential development consisting of 71 single- family residences, is the highest and best use of the subject property.
3. The design of the proposed subdivision or improvements must not cause substantial environmental damage or injure fish or wildlife or their habitat.
 - Staff has determined that the proposed single-family home subdivision will not cause significant environmental damage or injure fish, wildlife, or their habitat. The proposed project would be constructed in a fully urbanized area on a previously disturbed site that contains no protected or unprotected habitat. Based on the Initial Study prepared, it has been determined that there is no substantial evidence, in light of the whole record that the project may have a significant effect on the environment and therefore a Mitigated Negative Declaration has been prepared in accordance with the California Environmental Quality Act.
4. The design of the proposed subdivision must not cause serious public health problems.
 - The proposed project consists of 71 two-story buildings, all of which will be subject to Building Code requirements that set forth minimum safety standards for new construction. Other City and State regulations will assure that public health is not at risk.
5. The design of the proposed subdivision or improvements must not conflict with any easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
 - There are no known easements existing on the property.

Utility Providers

The subject property is located within a fully urbanized area with all public services capable of serving the new lots. The City of Daly City has agreed to service the subject development, upon submittal of modeled water analysis by the applicant, illustrating the existing system can meet the demands of the project. Any upgrades in the system deemed necessary will be the applicant's responsibility. Conditions of approval have been added to address this issue. Utilities to serve the project are in place or will be in place prior to construction, and will have the capacity to accommodate additional units. These include electrical, water, and sewer services.

<i>Utility</i>	<i>Provider</i>
Water and Storm Drains	City of Daly City
Sanitary Sewers	Bayshore Sanitary District
Gas & Electric	PG&E
Telephone	Pacific Bell
Cable Television	Astound! Cable Services
Fire/Police Protection	North County Fire Authority

Fiscal Analysis and Impacts

The proposed project consists of a subdivision that would allow 71 new single-family homes. Prior to project completion, the project applicant will be required to pay park in-lieu fees, building permit, plan check, and AB 1600 fees to the City. Upon sale of the residential properties, the future owners will pay property tax to the County, a portion of which is distributed to the City. The addition of the residential project to the subject project would add an incremental demand for City services. Per the Parkland Dedications Ordinance, park in-lieu fees would be required for park or recreational purposes.

Environmental Assessment

Staff has completed an Initial Study for the project and has determined that, pursuant to the requirements of the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration is the appropriate level of environmental review (see Attachment E – Initial Study/Mitigation Monitoring and Reporting Program). As indicated in the Initial Study, the project largely would have no significant impacts upon the environment, with the exception of impacts to air quality, greenhouse gas emissions, and traffic. The mitigation measures included in the Mitigation Monitoring and Reporting Program therefore reflect the following requirements:

1. The applicant shall ensure that all homes shall receive a dedicated 50amp fuse and junction box in the garage to allow for future electric vehicle (EV) charging station installation and EV charging station installation shall be made a cost option to all initial home purchasers.
2. The applicant shall pay a fair share monetary contribution towards the improvement of the intersection of Bayshore Boulevard and Geneva Avenue, specifically the addition of an overlap traffic signal phase at the future northbound Bayshore Boulevard to eastbound Geneva Avenue right turn movement in conjunction with the Geneva Avenue extension to U.S. 101.

The City Council should be aware that while the initial study and mitigation measures described in the Mitigation Monitoring and Reporting Program do not include the environmental impacts of constructing the new TK-8 at 155 Oriente Street, these impacts were instead evaluated in an environmental document prepared by the Bayshore Elementary School District, which has been reviewed by staff.

Findings

The Planning Commission has found that the proposed General Plan Amendment GPA-1-15-10254, Planned Development PD-1-15-10255, and Major Subdivision SUB-1-15-10256 are in accordance with Chapter 17 of the Daly City Municipal Code. Approval of the proposed project will not be detrimental to the health, safety, morals, comfort and general welfare of persons residing or working in the vicinity. The proposed project would not be injurious or detrimental to property and improvements in the neighborhood or result in substantial environmental damage or disturbance, given the mitigation measures outlined in the Mitigation Monitoring and Reporting Program. These findings are based in part on the following facts:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council 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.
2. The City Council has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and, based on the Initial Study prepared, it has been determined that there is no substantial evidence, in light of the whole record that the project may have a significant impact, given the mitigation measures outlined in the Mitigation Monitoring and Reporting Program and therefore a Mitigated Negative Declaration was prepared per CEQA.
3. The project will minimize the risk to existing public improvements and adjacent private property by providing controlled stormwater runoff from the site to City facilities in full compliance with Order R-2 NPDES Permit No. CAS612008 and Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.
4. The project is consistent with the General Plan, as amended to the Residential – Low Density designation. The Residential – Low Density designation permits between two and 14.5 dwelling units per acre. The proposed development is 71 units on 6.96 acres of land and the resulting project density would therefore be 10.2 dwelling units per acre, consistent with the Residential – Low Density designation. At the proposed density, the development would be appropriate in context with residential surrounding uses which are also Residential – Low Density to the south, east, and west.
5. The site is physically suitable for the type of proposed development. Given the size and shape of the subject property, together with adjacent land uses, a low-density residential development consisting of 71 single- family residences, is the highest and best use of the subject property.
6. The design of the proposed subdivision or improvements would not cause substantial environmental damage or injure fish or wildlife or their habitat. The proposed project would be constructed in a fully urbanized area on a previously disturbed site that contains no protected or

unprotected habitat. Based on the Initial Study prepared, it has been determined that there is no substantial evidence, in light of the whole record that the project may have a significant effect on the environment and therefore a Mitigated Negative Declaration has been prepared in accordance with the California Environmental Quality Act.

7. The design of the proposed subdivision would not cause serious public health problems. The proposed project consists of 71 two-story buildings, all of which will be subject to Building Code requirements that set forth minimum safety standards for new construction. Other City and State regulations will assure that public health is not at risk.
8. The design of the proposed subdivision or improvements would not conflict with any easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. There are no known easements existing on the property.
9. The proposed development is consistent with Objective 6 of the Land Use Element of the General Plan, which encourages a pattern of residential land use which provides for a variety and balance of densities and offers opportunities for a mix of dwelling and tenure types.
10. The proposed residential project has been designed in accordance with the Daly City Zoning Ordinance. There exists no evidence in the public record to demonstrate that the project would be detrimental to the public health, safety, and general welfare.

Conditions of Approval

The Planning Commission recommends approval of General Plan Amendment GPA-1-15-10254, Planned Development PD-1-15-10255, and Major Subdivision SUB-1-15-10256, based on the following conditions as specified by each Department and Division. The applicant shall comply with these conditions prior to or in conjunction with any building permit issuance for the proposed improvements.

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. The applicant shall file a declaration of acceptance of all conditions with the City Clerk within thirty (30) days of Council approval. Until said Declaration is filed, the permits shall not be valid for any purpose.
2. The project shall be valid only in conjunction with detailed plans submitted with this project. Any modifications required, due to the Conditions of Approval and minor changes to the plan, must be approved by the Planning Division. Major site or architectural modifications shall be treated as an amendment and shall be subject to review of the Planning Commission and City Council.

3. The tentative subdivision map approval granted herein shall be valid for a period of two years. If a final map has not been approved within this timeframe, the applicant shall apply for a time extension.
4. The applicant shall apply for and receive Design Review Committee approval for the proposed homes in the subdivision and all landscaping associated with the project.
5. In fulfillment of the applicant's obligation under Chapter 17.47 – Affordable Housing, the applicant shall satisfy the requirements of the Memorandum of Understanding agreed to by the City, County of San Mateo, and Bayshore Elementary School District.
6. The applicant shall pay park-in-lieu fees, in compliance with DCMC Chapter 16.30 Parkland Dedications. Per DCMC Section 16.30.040.A, the required dedication in the specific case is 0.63 acres. Per DCMC Section 16.30.060, the in-lieu fee shall be based upon said dedication requirement. Per DCMC Section 16.30.090, in-lieu fees are required to be paid to the City of Daly City, prior to approval of the Final Map. The project is subject to full compliance with DCMC Chapter 16.30 Parkland Dedications.

Homeowners Association

7. The applicant shall establish a homeowners association (HOA) for the purpose of maintaining all commonly owned private facilities, including, but not limited to, commonly-owned buildings, roads, landscaping, driveways, gates, fencing, retaining walls, stormwater treatment facilities, gates, and other facilities. The HOA shall be responsible for all front-yard landscaping of single-family homes and all parking enforcement.
8. The HOA membership shall consist of all residential parcel owners. The HOA shall be professionally managed by a management company acceptable to the City and the HOA by-laws and initial annual operating budget shall be reviewed and approved by the Planning Division prior to submittal to the California Department of Real Estate.
9. The developer shall submit to the City Attorney, for review and approval, a copy of the Covenants, Conditions, and Restrictions (CC&Rs) that will apply to the development prior to recordation of the Final Map.
10. Prior to the recordation of a Final Map, the developer shall submit a maintenance plan, which clearly specifies methods and standards for performance of common responsibilities and maintenance for all common areas and equipment and fees to be assessed for such purposes. The maintenance plan shall include a budget acceptable to the City for major repairs and extraordinary expenses.
11. The area identified in the plans "Open Space (Slope)" shall be a separate parcel and it be owned and maintained by the homeowners association. Regular maintenance of this parcel for landscaping and drainage shall appear in the association budget.

Site Design

12. The applicant shall complete an off-site improvement to extend the proposed sidewalk on the south side of Martin Street to intersection of Schwerin and Martin Street, within the City right-of-way. The design of retaining walls that may be necessary for this improvement shall be submitted for Design Review Committee consideration.
13. The applicant shall provide benches or other pedestrian amenities in the vicinity of the detention facility, adjacent to Linda Vista Drive, as a mitigation measure to introducing the roadway through what is now a passive open space area. The specific amenities and their proposed locations shall be submitted for Design Review Committee consideration.
14. The applicant shall install decorative pavers at all private driveway courtyards, in all private driveways, and at all private driveway entrances. The pavers installed at the private driveway entrances shall serve to clearly delineate the public street and each private driveway and shall serve as a guided pedestrian driveway crossing. The specific pavers to be utilized shall be provided with the submittal for Design Review Committee consideration.
15. All retaining walls in the project visible from any public road and private driveway shall be split face block or other material. The specific material and/or wall colors to be utilized shall be provided with the submittal for Design Review Committee consideration.
16. Exclusive of any street lights that may be required in the extension of Martin Street, the applicant install pedestrian-oriented street lights throughout the project. The design, number, and location of these lights shall be submittal for Design Review Committee consideration.
17. Any approved parking spaces within the private driveways shall be approved by the Planning Division and striped.
18. The applicant shall provide a detail for all fencing that is to be constructed on the project site with the submittal for Design Review Committee consideration. Fencing that is determined by the City to be highly visible from off-site locations shall be subject to Planning Division review and may be required to be open metal fencing. Wood fencing that will be visible from off-site location shall be stained dark brown. Any chain link permitted by City shall be vinyl-clad black or dark green.
19. All approved wood fencing proposed between the project and adjacent property shall be commercial-grade (e.g., six-by-six nominal heavy-timber, overlapping fence panels, etc.). This requirement shall be reflected in the submittal for Design Review Committee consideration.
20. All homes shall incorporate trash, recycling, and composting storage areas in the interior garage area exclusive of the required parking space dimension. The provision of this area shall be reflected in the submittal to the Design Review Committee. The Homeowners

Association bylaws shall reflect the requirement that this area be used for trash, recycling, and composting receptacles only.

Landscaping

21. A detailed landscape plan shall be submitted for Design Review Committee consideration. The plan shall incorporate box-specimen trees a variety of trees and shrubs to provide an attractive tree canopy and ground cover throughout the subdivision. The area identified in the plans “Open Space (Slope)” shall be planted with both trees and shrubs, and shall receive at least establishment irrigation.
22. The landscape plan shall identify an excavation plan for all trees that provides a sufficient trench to allow for root expansion, as determined by the City. Tree trenches shall be inspected by the City for size prior to tree installation.
23. The applicant shall provide establishment irrigation, and where necessary, long-term irrigation to all trees, shrubs, and groundcover.
24. The applicant shall triple-stake all trees and this staking shall be subject to initial inspection by the City. Trees shall remain triple-stake through the establishment period and tree staking shall be subject to the annual inspection identified above.

Stormwater Treatment

25. The applicant shall develop and submit a stormwater management plan that illustrates full compliance with Section C.3 of Order R-2-2009-0074 NPDES Permit No. CAS612008. The project must comply with Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.
26. The applicant shall receive approval of the stormwater management plan from a third-party reviewer appointed by the City prior to building permit approval. The applicant shall pay the entire cost of the third-party reviewer.
27. All stormwater treatment facilities shall be inspected during construction to ensure eventual compliance with the stormwater management plan. The applicant shall pay the entire cost of these inspections.
28. The applicant shall enter into a Maintenance Agreement with the City to ensure long-term maintenance and servicing by the Property Owner of stormwater site design and treatment control measures according the approved Maintenance Plan.

29. The applicant shall arrange and pay for final inspection of installed treatment measure by municipality's Special Inspector within 45 days of installation or project construction completion, whichever comes first.

B. DEPARTMENT OF PUBLIC WORKS

30. All improvements, including on- and off-site improvements, and all public service and utility facilities required to serve the project, shall be completed by the applicant or shall be incorporated into a Subdivision Improvement Agreement(s) before issuance of a Building Permit. The improvements shall be consistent with plans approved by the City Engineer and the Conditions of Approval. All construction shall meet the latest California Building Code, California Fire Code, Daly City Municipal Code and the City Standard Specifications and Drawings. Securities for all required improvements, and applicable fees and charges, shall be paid prior to the approval of the Final Map. The applicant shall obtain all required permits before commencing work. All required improvements shall be constructed at no cost to the City.
31. All project improvements shall be ADA compliant. The applicant shall repair and make the sidewalk along all the property frontages ADA compliant to current City Standards, including the off-site sidewalk improvements required to connect the project to Schwerin Street along the south side of Martin Street.
32. All retaining walls shall be maintained by the HOA with appropriate easements reserved for such maintenance. Retaining walls shall not be constructed within public right of ways or public easements.
33. All storm water compliance and detention facilities shall be located on private property and maintained by the HOA. Storm water compliance measures shall include provisions for full trash capture in the catch basins. A Storm Water Treatment Measures Maintenance Agreement will be required and must be included in the Covenants, Conditions and Restrictions (C.C.R.'s) of the Homeowners Association Agreement.
34. The on-site drainage system shall be designed to detain on-site all flows in excess of the existing flows during a ten year frequency storm. The detention basins shall be designed to detain water only during peak flows. Normal dry weather flows should bypass the detention basins. The flow rate entering the City's storm drain system shall not exceed the pre-development condition. The associated Storm Water Study shall conform to City Design Standards. The discharge rate shall be calculated at the point of connection to City's System at Midway Drive as depicted on panel J-04 of the Storm Drain Atlas Maps. The detention system shall be located on private property with provisions for all required maintenance by the HOA. Private systems shall be located on private property and not within the public right-of-way. Storm flows cannot go from a public collection system to a private detention and treatment system back to a public system. The detention and treatment system for the development, including the associated collection systems must be privately owned and

- maintained and located outside public right-of-way or within an approved Public Utility Easement.
35. As proposed, only Martin Street, as shown on Sheet C 1.0 of the Tentative Map, is a public street.
 36. All utilities shall be provided through underground service connections. All service utilities shall be shown on the improvement plans. No public underground utility shall be within ten (10) - feet of a building foundation.
 37. Plans show multiple storm water treatment / detention facilities. Such facilities shall be designed and maintained as not to affect the adjacent properties. The geotechnical report shall include an assessment of specific requirements for the storm water treatment / detention facilities and the adjacent property use. Detention facilities shall be readily accessible to allow mosquito abatement, maintenance and vector control.
 38. Grading and improvement plan review and approval by the City Engineer are required before any City Permit is issued. The improvement plans shall include details for on-site and, off-site improvements for vehicular and pedestrian access, parking, traffic signs and markings, utility service connections, modifications and extension of the City's water, storm drain, street lighting, landscaping, and other public service facilities. Said improvements shall conform to Daly City and affected Agency's standards. Plans shall be accompanied by all required calculations and studies including geotechnical and impact studies to justify design. Submit electronic files and blueprints as required for City's inspection and filing before permits are issued for construction of improvements. All required improvements shall be constructed at no cost to the City. Photo mylar reproducible as-built plans shall be provided upon project completion and prior to any project acceptance.
 39. Grading plans shall be reviewed by an independent qualified Consulting Engineer or Geologist as well as the City Engineer. The Engineer or Geologist, of record, shall be present on-site during the excavation and grading phases of the project and shall submit a written certification that the project grading plan has been implemented as approved.
 40. The applicant shall provide verification, in writing, that all existing overhead utilities relocation have been reviewed and approved by each utility. All existing facilities and supporting poles shall be removed at the Applicant's expense.
 41. All project improvements shall comply with city requirements and the mitigation measures addressed in the impact studies and approved by the city for water, storm and traffic. The City will require written approval from the Bayshore Sanitary District that the project has been approved by the governing Board.
 42. The applicant shall provide fail-safe conditions for catastrophic events such as 100-year storms, seismic events, system overflows or failures. Drainage swales shall be provided at the top, intermediate and bottom of slopes and embankments to prevent erosion and degradation of slopes. The project geotechnical report shall include appropriate recommendations regarding the protection of existing and proposed slopes.

43. The applicant shall provide "STOP" signs and legends at various intersections per the City Traffic Engineer's direction.
44. Public Utility Easements shall be a minimum of 20 feet wide and there shall be a 5 foot minimum clearance between the easement lines and the nearest utility line in the easement. Private easements in the slope areas shall include provisions for the operation and maintenance by HOA of the private storm drain system.
45. The applicant shall resurface Martin Street, from Schwerin to the project property line, with a minimum two inches of asphalt after the project has been completed.
46. 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.
47. 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.
48. 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 a Subdivision Improvement Agreement with the City to complete the improvements within the time limit specified by the City.
49. The applicant shall provide street lighting system layout per city standards. Street lights shall be LED or other City approved high efficiency street light. Only the lights on Martin Street shall be public street lights.
50. The applicant shall provide minimum road turning radii to satisfy fire engines and other emergency vehicle requirements.
51. The applicant shall provide safe "site distance" for vehicles backing out of garages and for vehicles making the 90-degree turns onto the private streets from the Martin Street alignment.
52. All improvement plans for roadways shall comply with City Standard Drawing S-1.
53. The existing downstream drainage system shall be evaluated to ascertain adequate capacity for flows from the existing and future developments during a 10, 25, and 100 year frequency storms. All storm drain facilities required shall be designed for at least a 10-year

storm frequency, with duration of two (2) hours, including the required storm water detention reservoir. Developer may be required to undertake improvements or contribute to the cost of improvements of the downstream system to provide adequate drainage capacity and facilities. The cost of all required on and off-site improvements shall be borne solely by the developer.

54. The on-site drainage system shall be designed to detain on-site all flows in excess of the existing flows during a ten year frequency storm. The detention basin shall be equipped with oil and grease traps and be designed to receive water only during peak flows. Normal dry weather flows should remain in the storm drain pipes, bypassing the detention basins. The flow rate entering the City's storm drain system shall not exceed the pre-development condition.
55. Retaining walls shall not be constructed within public rights of way or public easements, unless maintained by the homeowners association. Any retaining wall supporting or adjoining a City Street or emergency access easement shall be designed for a useful service life of no less than 100 years. Retaining walls built outside but adjacent to any public street right of way or emergency access easement shall require a deed restriction on the property requiring immediate repairs and property maintenance of soil retaining structures at all times and authorizing the City to undertake any required corrective work at property owners full cost. Retaining walls and other grading improvements shall be designed with adequate consideration and provisions for easy future maintenance.
56. The applicant shall underground all utilities that presently traverse the site. This undergrounding shall be coordinated with utilities and shall be identified on all site improvement drawings.
57. The applicant shall provide easements for existing water and sewer lines presently located on-site, which serve adjacent properties.
58. All quit claims of existing utility easements must be obtained prior to recordation of the final map.
59. The applicant shall preserve access to the existing storm drain easement that traverses the southern property line for future cleaning and maintenance.
60. The applicant shall provide verification that the Bayshore Sanitary District has reviewed and approved the sewer collection system. Provide verification that all BSD and San Francisco Public Utility Commission capacity fees have been paid prior to recordation of the Final Map.
61. That portion of Martin Street, within the Subdivision boundary, shall be dedicated as a public street and shall comply with City Standard Drawing S-1. The off-site portion of Martin Street (traversing Parcel A as deeded and accepted on the Map of Linda Vista I Vol. 120 Pg. 49 to the City of Daly City) shall be improved per the City Standards. The

Applicant, at their cost, shall perform and complete all of the on-site and off-site work and improvements in accordance with applicable ordinances, regulations, standards and specifications. All work and the associated costs shall be bonded in the Subdivision Improvement Agreement prior to the approval of the Final Map.

62. Republic Services shall review and approve the circulation route for their solid waste collection services vehicles.
63. The applicant shall provide a paved emergency access road connecting Midway Drive with Linda Vista Drive.

C. DEPARTMENT OF WATER AND WASTEWATER RESOURCES

64. The water system within the private property shall be private. The development shall be fed through master water meters located at the property line. The individual units may be individually meter by the HOA.
65. Reduced pressure principle backflow devices shall be placed immediately after each master meter to protect the public water supply.
66. A water system analysis shall be performed to determine adequate water supply and fire flows. The applicant shall apply through the Engineering Department, for the city's third party consultant to perform the analysis. All costs for the analysis shall be borne by the applicant.
67. Sheet C3.0 shows the abandonment of a 12 inch public water main and the rerouting of the line to connect to existing infrastructure at Linda Vista Dr. The existing infrastructure is undersized for this purpose. Extensive construction must take place off site to increase the main size in Linda Vista Dr. Such work will be at great expense to the applicant and will be detailed in the water system analysis. All costs associated with the abandonments and new infrastructure required by the city as a result of this project shall be borne by the applicant.
68. All costs associated with any water system infrastructure improvements required as a result of this project shall be borne by the applicant.

D. FIRE DEPARTMENT

69. The project shall conform to the 2013 CFC Appendix D section D103.6 through D103.6.2.
70. Fire Sprinklers are required per CDMC, 2013 CFC Chapter 9 Section 903.
71. The project shall comply with 2013 CFC section 903.4 and 903.4.1.2 Alarms as amended by DCMC 15.32.110.
72. The project shall comply with 2013 CFC Chapter 9 section 907 Fire Alarm and Detections system.

73. The project shall comply with 2013 CFC Appendix D. for fire apparatus access requirements.
74. 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.
75. The project shall comply with fire flows per 2013 CFC Appendix B for buildings with fire sprinklers.
76. The project shall comply with hydrant location and spacing per 2013 CFC Appendix C.

E. BAYSHORE SANITARY DISTRICT

77. The applicant shall satisfy all the requirements for Sanitary Sewer District outlined in the letters provided to the Daly City Planning Division by the Bayshore Sanitary District on February 5, 2015 and February 20, 2015, and all other rules and regulations duly adopted by the District after February 20, 2015 that would impact the proposed development.

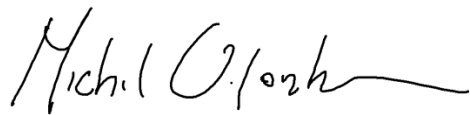
Recommendations

The Planning Commission recommends that the City Council do the following:

1. Adopt the Findings as outlined herein;
2. Approve Environmental Review CEQA-1-15-10257, adopting the Mitigated Negative Declaration prepared for the project; and
3. Approve General Plan Amendment GPA-1-15-10254, Planned Development PD-1-15-10255, Major Subdivision SUB-1-15-10256, subject to the Conditions of Approval identified herein.

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

Respectfully submitted,



Michael Van Lonkhuysen
Planning Manager



Tatum Mothershead
Director of Economic and Community
Development

Attachments

Attachment A – Site Location

Attachment B – Project Plans

City Council Agenda Report

Robertson Intermediate School Redevelopment – Precise Plan Review

General Plan Amendment GPA-1-15-10254, Planned Development PD-1-15-10255,

Major Subdivision SUB-1-15-10256, and Environmental Review CEQA-1-15-10257

Page 18 of 18

April 25, 2016

Attachment C – Project Narrative

Attachment D – Draft PD-71 Development Standards

Attachment E – Initial Study/Mitigation Monitoring and Reporting Program

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

09/14/2018

CHECKS ISSUED	-	#370407 TO #370653
CANCELLED CHECK	-	NONE
VOID CHECK	-	NONE

09/21/18

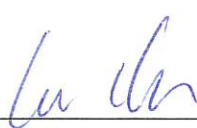
CHECKS ISSUED	-	#370654
CANCELLED CHECK	-	NONE
VOID CHECK	-	NONE

09/24/18

CHECKS ISSUED	-	#370655
CANCELLED CHECK	-	NONE
VOID CHECK	-	NONE

09/28/18

CHECKS ISSUED	-	#370656 TO #370995
CANCELLED CHECK	-	NONE
VOID CHECK	-	NONE

AUDITED  FINANCE DIRECTOR

APPROVED _____ CITY MANAGER

APPROVED _____ MAYOR

APPROVED _____ VICE MAYOR

CITY OF DALY CITY
 ACCOUNTS PAYABLE CHECK RUN SUMMARY
 FISCAL YEAR 2018-2019

	MONTH	TOTAL
2018	July	\$ 6,717,894.11
	August	\$ 7,715,148.05
	September	\$ 6,820,745.56
	October	
	November	
	December	
2019	January	
	February	
	March	
	April	
	May	
	June	
	TOTAL	\$ 21,253,787.72

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00370407	46218R	24/7 ROOTER & PLUMBING SERVIC	09/14/18	2,000.00	MW	OH		
AP00370408	53955R	3G DESIGN AND BUILD	09/14/18	2,700.00	MW	OH		
AP00370409	53954R	ABU-NASSER, SAMER	09/14/18	50.00	MW	OH		
AP00370410	34666	AD BRAKES	09/14/18	2,132.02	MW	OH		
AP00370411	1514	ADAM HILL COMPANY, THE	09/14/18	1,249.00	MW	OH		
AP00370412	53956R	ADVANCED PLUMBING AND DRAIN I	09/14/18	2,000.00	MW	OH		
AP00370413	13854	AECO SYSTEMS INC	09/14/18	3,130.00	MW	OH		
AP00370414	11233	AGRIMONTI, MADOLYN	09/14/18	402.00	MW	OH		
AP00370415	48347	ALAMEDA COUNTY SHERIFF'S OFFI	09/14/18	350.00	MW	OH		
AP00370416	1025	ALHAMBRA	09/14/18	518.94	MW	OH		
AP00370417	37095	ALL INDUSTRIAL ELECTRIC SUPPL	09/14/18	407.81	MW	OH		
AP00370418	22544	ALLSTAR FIRE EQUIPMENT INC	09/14/18	2,017.31	MW	OH		
AP00370419	37116	ALPHA ANALYTICAL LABORATORIES	09/14/18	11,460.80	MW	OH		
AP00370420	2083	AMERICA COPY & PRINTING CO	09/14/18	391.50	MW	OH		
AP00370421	38846	AMERICAN MESSAGING	09/14/18	27.17	MW	OH		
AP00370422	14988	AMERICAN TOWER CORPORATION	09/14/18	7,447.76	MW	OH		
AP00370423	45204	AMERIGAS	09/14/18	463.00	MW	OH		
AP00370424	35696	AMERIPRIDE	09/14/18	1,458.20	MW	OH		
AP00370425	52483	APEX LIFE SCIENCES LLC	09/14/18	3,638.27	MW	OH		
AP00370426	22551	ASBURY ENVIRONMENTAL SERVICES	09/14/18	100.00	MW	OH		
AP00370427	1101	AT&T	09/14/18	276.18	MW	OH		
AP00370428	47003	AT&T	09/14/18	70.00	MW	OH		
AP00370429	6413	AT&T	09/14/18	8,919.81	MW	OH		
AP00370430	29643	AUTO COLLISION CENTER	09/14/18	4,325.71	MW	OH		
AP00370431	6122	BACWA	09/14/18	2,393.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370432	2495	BARKER BLUE DIGITAL IMAGING	09/14/18	228.53	MW	OH	
AP00370433	3952	BAY AREA BARRICADE SERVICE IN	09/14/18	1,593.19	MW	OH	
AP00370434	52106	BAY CRYOGENICS INC	09/14/18	315.00	MW	OH	
AP00370435	53032	BAYWORK	09/14/18	765.00	MW	OH	
AP00370436	38585	BFI OF CALIFORNIA INC	09/14/18	3,151.47	MW	OH	
AP00370437	47955	BIG RED PRINT SOLUTIONS LLC	09/14/18	240.13	MW	OH	
AP00370438	52813	BIKE WORKS HMB	09/14/18	485.09	MW	OH	
AP00370439	19200	BIRITE FOODSERVICE DISTRIBUTO	09/14/18	2,738.49	MW	OH	
AP00370440	48840	BK TECHNOLOGIES INC	09/14/18	611.67	MW	OH	
AP00370441	50467	BPS TACTICAL INC	09/14/18	527.04	MW	OH	
AP00370442	3349	BROADMOOR LANDSCAPE SUPPLY	09/14/18	682.07	MW	OH	
AP00370443	3064	BROWN & CALDWELL INC	09/14/18	10,072.33	MW	OH	
AP00370444	37718	BUCKLES SMITH ELECTRIC	09/14/18	2,897.10	MW	OH	
AP00370445	51742R	CAIN, JUSTIN	09/14/18	163.91	MW	OH	
AP00370446	3028	CAL STEAM	09/14/18	18.18	MW	OH	
AP00370447	2436	CALIFORNIA CASTER	09/14/18	376.42	MW	OH	
AP00370448	1196	CALIFORNIA WATER SERVICE COMP	09/14/18	271.13	MW	OH	
AP00370449	53957R	CARDENAS, DIONICIA	09/14/18	400.00	MW	OH	
AP00370450	20535	CAROLLO ENGINEERS	09/14/18	4,102.25	MW	OH	
AP00370451	28636	CDW GOVERNMENT INC	09/14/18	3,766.83	MW	OH	
AP00370452	2930	CED CONTRACTORS SF	09/14/18	808.94	MW	OH	
AP00370453	42277	CEL ANALYTICAL INC	09/14/18	3,264.00	MW	OH	
AP00370454	24769	CENTER POINT LARGE PRINT	09/14/18	45.00	MW	OH	
AP00370455	48761R	CHENG XIONG CONSTRUCTION CO	09/14/18	54.35	MW	OH	
AP00370456	53950R	CHENG, GARY	09/14/18	150.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370457	53953R	CHIN, RAYMOND	09/14/18	50.00	MW	OH	
AP00370458	48727	CINTAS CORPORATION	09/14/18	332.44	MW	OH	
AP00370459	3678	CINTAS CORPORATION #464	09/14/18	1,678.66	MW	OH	
AP00370460	25602	CITY OF DALY CITY	09/14/18	2,375.56	MW	OH	
AP00370461	39528	CITY OF FOSTER CITY	09/14/18	14,219.00	MW	OH	
AP00370462	51061	CLEAN VENT INC	09/14/18	1,345.00	MW	OH	
AP00370463	20045	CLEANSMART SOLUTIONS INC	09/14/18	183.79	MW	OH	
AP00370464	53947	CLIPPER CREEK INC	09/14/18	700.92	MW	OH	
AP00370465	51804	COMCAST	09/14/18	332.94	MW	OH	
AP00370466	52453	COMCAST	09/14/18	111.16	MW	OH	
AP00370467	12578	COMPLETE LINEN SERVICE INC	09/14/18	64.56	MW	OH	
AP00370468	52002	CONTRA COSTA COUNTY OFC OF TH	09/14/18	2,088.00	MW	OH	
AP00370469	42324	CRIME SCENE CLEANERS INC	09/14/18	140.00	MW	OH	
AP00370470	48323	CRYSTAL CREAMERY	09/14/18	481.14	MW	OH	
AP00370471	28906	CSG CONSULTANTS INC	09/14/18	12,426.45	MW	OH	
AP00370472	53756	CUSHMAN & WAKEFIELD WESTERN I	09/14/18	3,500.00	MW	OH	
AP00370473	25580	CWEA-MEMBERSHIP	09/14/18	188.00	MW	OH	
AP00370474	19907	CWEA-TCP	09/14/18	87.00	MW	OH	
AP00370475	1836	DAILY JOURNAL CORPORATION	09/14/18	521.10	MW	OH	
AP00370476	1793	DALY CITY TOOL MART	09/14/18	141.98	MW	OH	
AP00370477	42706	DASH MEDICAL GLOVES INC	09/14/18	119.40	MW	OH	
AP00370478	51806	DAVID J POWERS & ASSOCIATES I	09/14/18	1,635.00	MW	OH	
AP00370479	1510	DEMCO SUPPLY INC	09/14/18	576.87	MW	OH	
AP00370480	27243R	DIRECTO, JOSE	09/14/18	110.00	MW	OH	
AP00370481	26138R	DISCOUNT PLUMBING & HEATING	09/14/18	2,000.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00370482	43302	DITAN, ROLAND L	09/14/18	491.83	MW	OH		
AP00370483	30629LAW	DOWNEY BRAND ATTORNEYS LLP	09/14/18	1,895.00	MW	OH		
AP00370484	48647	DRS MARINE INC	09/14/18	10,891.00	MW	OH		
AP00370485	1061	DUNN EDWARDS CORPORATION	09/14/18	1,659.30	MW	OH		
AP00370486	48177	EAST BAY TIRE CO	09/14/18	4,035.24	MW	OH		
AP00370487	53583	ECOHERO SHOW LLC, THE	09/14/18	875.00	MW	OH		
AP00370488	49988	ENTERPRISE RENT A CAR CANADA	09/14/18	320.74	MW	OH		
AP00370489	53958R	ESTRADA, DAIRIN	09/14/18	400.00	MW	OH		
AP00370490	32902R	EUBANKS III, LAWRENCE	09/14/18	179.00	MW	OH		
AP00370491	26327	EWING IRRIGATION PRODUCTS INC	09/14/18	492.43	MW	OH		
AP00370492	37186	FALCON ASSOCIATES INC	09/14/18	565.50	MW	OH		
AP00370493	36077	FASTENAL COMPANY	09/14/18	149.89	MW	OH		
AP00370494	10971	FEDEX OFFICE	09/14/18	92.44	MW	OH		
AP00370495	52678	FERGUSON GROUP LLC, THE	09/14/18	6,500.00	MW	OH		
AP00370496	36653R	FERNANDEZ, RYAN	09/14/18	99.00	MW	OH		
AP00370497	1765	FIDELITY NATIONAL TITLE COMPA	09/14/18	414.00	MW	OH		
AP00370498	37459	FIRE CONNECTION INC, THE	09/14/18	144.49	MW	OH		
AP00370499	19787	FIRST CHOICE COFFEE SERVICES	09/14/18	183.66	MW	OH		
AP00370500	G-DEFIESTA1	FRANCHISE TAX BOARD	09/14/18	310.50	MW	OH		
AP00370501	G-HOLMES	FRANCHISE TAX BOARD	09/14/18	200.00	MW	OH		
AP00370502	49301	FRANK AND GROSSMAN	09/14/18	140.00	MW	OH		
AP00370503	52098	FRONTLINE ENERGY SERVICES	09/14/18	622.00	MW	OH		
AP00370504	53959R	FUNG, HONG	09/14/18	500.00	MW	OH		
AP00370505	53960R	GILL, BRANDYN	09/14/18	165.64	MW	OH		
AP00370506	28020	GOLDEN STATE FIRE APARATUS IN	09/14/18	599,603.67	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370507	34864	GOLDEN STATE FLOW MEASUREMENT	09/14/18	21,627.53	MW	OH	
AP00370508	30509	GOODYEAR COMMERCIAL TIRE & SE	09/14/18	2,735.52	MW	OH	
AP00370509	27059	GOOMBAH'S EMBROIDERY	09/14/18	3,581.85	MW	OH	
AP00370510	31925	GOVCONNECTION INC	09/14/18	1,015.68	MW	OH	
AP00370511	52777	GOVERNMENT STAFFING SERVICES	09/14/18	11,880.00	MW	OH	
AP00370512	1754	GRAINGER INC	09/14/18	3,913.06	MW	OH	
AP00370513	1571	GRANITEROCK	09/14/18	281.18	MW	OH	
AP00370514	52074	HARD DRIVE GRAPHICS	09/14/18	425.10	MW	OH	
AP00370515	9049	HI TECH EVS INC	09/14/18	223.02	MW	OH	
AP00370516	53951R	HO, PAK	09/14/18	50.00	MW	OH	
AP00370517	15857	HOME DEPOT CREDIT SERVICES	09/14/18	10,244.52	MW	OH	
AP00370518	2665	HSQ TECHNOLOGY CORP	09/14/18	570.00	MW	OH	
AP00370519	41818	HUNTINGTON COURT REPORTERS	09/14/18	684.20	MW	OH	
AP00370520	53904R	IM, TERRY	09/14/18	157.33	MW	OH	
AP00370521	53862	INFOR US INC	09/14/18	1,800.00	MW	OH	
AP00370522	53961R	IRAHETA, ALEJANDRA	09/14/18	250.00	MW	OH	
AP00370523	24233	JACOBS ASSOCIATES	09/14/18	273,159.85	MW	OH	
AP00370524	10144	KAMAN INDUSTRIAL TECHNOLOGIES	09/14/18	6,561.56	MW	OH	
AP00370525	29633	KELLY MOORE PAINT COMPANY INC	09/14/18	147.97	MW	OH	
AP00370526	51508	KEYSTONE PLASTICS INC	09/14/18	1,806.44	MW	OH	
AP00370527	49414	KITTELSON & ASSOCIATES INC	09/14/18	117.50	MW	OH	
AP00370528	33914	KOFFLER ELECTRICAL MECHANICAL	09/14/18	3,740.00	MW	OH	
AP00370529	31870R	KRAUSS, GREG	09/14/18	197.86	MW	OH	
AP00370530	1108	L N CURTIS AND SONS	09/14/18	7,847.95	MW	OH	
AP00370531	53962R	LAFO, SOLOMONA	09/14/18	150.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370532	13776	LANGUAGE LINE SERVICES	09/14/18	51.82	MW	OH	
AP00370533	53948	LAUDERDALE, SHANE	09/14/18	37,303.63	MW	OH	
AP00370534	26270	LEE, KATY	09/14/18	642.60	MW	OH	
AP00370535	33497	LEGACY MECHANICAL & ENERGY SE	09/14/18	4,172.81	MW	OH	
AP00370536	53869	LEW EDWARDS GROUP, THE	09/14/18	7,500.00	MW	OH	
AP00370537	37094	LEXISNEXIS RISK DATA MANAGEME	09/14/18	510.00	MW	OH	
AP00370538	29220	LIGHTHOUSE, THE	09/14/18	305.79	MW	OH	
AP00370539	1953R	LOFTUS-SWEETLAND, PATRICK	09/14/18	225.00	MW	OH	
AP00370540	43199	LUMANAUW, VIVIENA	09/14/18	4,392.96	MW	OH	
AP00370541	53963R	MACAPAGAL, RODANTE	09/14/18	100.00	MW	OH	
AP00370542	27066	MANAGED HEALTH NETWORK	09/14/18	1,857.60	MW	OH	
AP00370543	23949	METRO MOBILE COMMUNICATIONS	09/14/18	1,545.00	MW	OH	
AP00370544	50640	MID AMERICA SPORTS ADVANTAGE	09/14/18	911.90	MW	OH	
AP00370545	53964R	MINGOA, MARIJOY	09/14/18	400.00	MW	OH	
AP00370546	49436REN	MKD CEDAR HILL LLC	09/14/18	5,348.25	MW	OH	
AP00370547	48662	MODULAR SPACE CORPORATION	09/14/18	357.22	MW	OH	
AP00370548	15271	MOORE INDUSTRIES INTERNATIONAL	09/14/18	1,496.09	MW	OH	
AP00370549	15396	MOSS RUBBER & EQUIPMENT CORP	09/14/18	645.43	MW	OH	
AP00370550	53965R	MOYANO, JUDITH	09/14/18	250.00	MW	OH	
AP00370551	46655	MSC INDUSTRIAL SUPPLY CO	09/14/18	222.11	MW	OH	
AP00370552	15210	MUNICIPAL MAINTENANCE EQUIPME	09/14/18	1,979.42	MW	OH	
AP00370553	35339	MYERS, RON D	09/14/18	16,321.48	MW	OH	
AP00370554	49040	NAPIER, NORA	09/14/18	1,438.20	MW	OH	
AP00370555	6850	NATIONAL BUSINESS FURNITURE L	09/14/18	2,409.03	MW	OH	
AP00370556	46852	NEWEGG BUSINESS INC	09/14/18	108.01	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00370557	46576	NOR CAL PIPELINE SERVICES	09/14/18	22,107.14	MW	OH		
AP00370558	1055	OFFICE DEPOT	09/14/18	867.05	MW	OH		
AP00370559	15337	OFFICE DEPOT	09/14/18	105.60	MW	OH		
AP00370560	42500	OFFICE DEPOT	09/14/18	2,113.37	MW	OH		
AP00370561	1216	PACIFIC GAS & ELECTRIC	09/14/18	38,907.66	MW	OH		
AP00370562	53966R	PACIFIC PIPELINE INC	09/14/18	1,139.48	MW	OH		
AP00370563	29252	PACIFIC PRODUCE INC	09/14/18	614.25	MW	OH		
AP00370564	3297	PENINSULA LIBRARY SYSTEM	09/14/18	144,190.21	MW	OH		
AP00370565	29738	PENINSULA UNIFORMS & EQUIPMEN	09/14/18	534.30	MW	OH		
AP00370566	19678	PERS LONG TERM CARE PROGRAM	09/14/18	922.13	MW	OH		
AP00370567	51799	PET FOOD EXPRESS	09/14/18	515.07	MW	OH		
AP00370568	1659	PETERSON	09/14/18	692.28	MW	OH		
AP00370569	47044	PETERSON TRUCKS INC	09/14/18	165.76	MW	OH		
AP00370570	32428R	PICCOLOTTI, THOMAS	09/14/18	278.12	MW	OH		
AP00370571	36400	PILIPINO BAYANIHAN RESOURCE C	09/14/18	65.00	MW	OH		
AP00370572	45947	PLUS TECHNOLOGIES LLC	09/14/18	5,724.00	MW	OH		
AP00370573	17926	POLAND, GREGORY	09/14/18	4,456.00	MW	OH		
AP00370574	36106	POLYDYNE INC	09/14/18	36,973.26	MW	OH		
AP00370575	16440	PRAXAIR DISTRIBUTION INC	09/14/18	72.46	MW	OH		
AP00370576	14431	PRAXAIR INC	09/14/18	3,324.49	MW	OH		
AP00370577	50122	PRISMVIEW LLC	09/14/18	39.00	MW	OH		
AP00370578	53664	PROPRINT	09/14/18	1,254.35	MW	OH		
AP00370579	23759R	QUIBELL, PETER	09/14/18	104.64	MW	OH		
AP00370580	1115	R & B COMPANY	09/14/18	9,808.34	MW	OH		
AP00370581	12539	R A METAL PRODUCTS INC	09/14/18	546.25	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370582	53905R	RALPH PARTNERS LLC	09/14/18	84.96	MW	OH	
AP00370583	50803	READYREFRESH BY NESTLE	09/14/18	48.60	MW	OH	
AP00370584	1687	RED WING SHOE STORE	09/14/18	825.62	MW	OH	
AP00370585	53968	REDLINE DETECTION	09/14/18	3,775.54	MW	OH	
AP00370586	14608	REEVES COMPANY INC	09/14/18	29.96	MW	OH	
AP00370587	53519R	REGENCY CENTERS CORPORATION	09/14/18	5,000.00	MW	OH	
AP00370588	51834	REPORTING SYSTEMS INC	09/14/18	643.58	MW	OH	
AP00370589	51931	ROADPOST USA INC	09/14/18	662.40	MW	OH	
AP00370590	53890R	RODRIGUEZ, GONZALO	09/14/18	500.00	MW	OH	
AP00370591	13761	ROSS RECREATION EQUIPMENT INC	09/14/18	2,296.95	MW	OH	
AP00370592	50097	RUIZ, JIM	09/14/18	450.00	MW	OH	
AP00370593	52843R	S F UNDERGROUND	09/14/18	2,000.00	MW	OH	
AP00370594	53427	SAGE CONSULTING ENGINEERS INC	09/14/18	7,008.41	MW	OH	
AP00370595	12544	SAN MATEO COUNTY CONTROLLERS	09/14/18	106,574.90	MW	OH	
AP00370596	1643	SAN MATEO COUNTY ENVIRONMENTA	09/14/18	3,121.00	MW	OH	
AP00370597	1074	SAN MATEO COUNTY FIRE CHIEFS	09/14/18	2,250.00	MW	OH	
AP00370598	18047	SAN MATEO COUNTY PUBLIC	09/14/18	755.25	MW	OH	
AP00370599	1906	SAN MATEO CREDIT UNION	09/14/18	2,330.00	MW	OH	
AP00370600	9666	SAN MATEO LAWN MOWER SHOP	09/14/18	245.39	MW	OH	
AP00370601	53967R	SAN MIGUEL, REDONTOR	09/14/18	500.00	MW	OH	
AP00370602	28513R	SANTOS, MARY	09/14/18	20.00	MW	OH	
AP00370603	49441	SC FUELS	09/14/18	29,679.65	MW	OH	
AP00370604	53011	SENECA SYSTEMS INC	09/14/18	600.00	MW	OH	
AP00370605	1111	SF - WATER	09/14/18	843,543.74	MW	OH	
AP00370606	23742	SHOE DEPOT INC	09/14/18	689.74	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00370607	49695	SHRED IT USA	09/14/18	300.65	MW	OH		
AP00370608	46954	SILVERSPOT GRAPHICS	09/14/18	839.10	MW	OH		
AP00370609	51449	SIMPSON GUMPERTZ & HEGER INC	09/14/18	964.00	MW	OH		
AP00370610	50479R	SKYY BUILDERS INC	09/14/18	500.00	MW	OH		
AP00370611	32237	SMART & FINAL STORES LLC	09/14/18	2,077.02	MW	OH		
AP00370612	29998	SNAP ON INDUSTRIAL	09/14/18	801.86	MW	OH		
AP00370613	37458	SOLUTIONWERKS INC	09/14/18	9,199.79	MW	OH		
AP00370614	2055	SOUTH CITY LUMBER & SUPPLY	09/14/18	1,112.64	MW	OH		
AP00370615	2643	SPARTAN MOTORS USA INC	09/14/18	1,447.26	MW	OH		
AP00370616	44872	SPRAYTEC	09/14/18	103.66	MW	OH		
AP00370617	53814	SQUEEKY KLEENING CO	09/14/18	5,840.00	MW	OH		
AP00370618	49048	STEVENSON, ISAAC	09/14/18	50.00	MW	OH		
AP00370619	50360	SUPPLYWORKS	09/14/18	3,498.10	MW	OH		
AP00370620	51439	SWEET DELIGHT BAKERY	09/14/18	387.00	MW	OH		
AP00370621	48692	TEC HELP FLEET TRAINING	09/14/18	1,600.00	MW	OH		
AP00370622	47404R	TEMPLIN, JEFFREY	09/14/18	109.79	MW	OH		
AP00370623	1201	THOMSON REUTERS WEST	09/14/18	2,312.49	MW	OH		
AP00370624	16085	TLC ADMINISTRATORS	09/14/18	220.00	MW	OH		
AP00370625	47836	TRAUBE CONSTRUCTION COMPANY	09/14/18	15,297.81	MW	OH		
AP00370626	50956R	TREESIDE PROPERTIES INC	09/14/18	5,768.25	MW	OH		
AP00370627	47572	TYLER TECHNOLOGIES INC	09/14/18	4,594.61	MW	OH		
AP00370628	37637	ULINE INC	09/14/18	567.68	MW	OH		
AP00370629	31745	UNITED SITE SERVICES OF CALIF	09/14/18	239.61	MW	OH		
AP00370630	1110	UNITED STATES POSTAL SERVICE	09/14/18	9,227.20	MW	OH		
AP00370631	50490	UNITEDHEALTHCARE INSURANCE CO	09/14/18	298.37	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370632	32209	UNIVAR USA INC	09/14/18	2,609.27	MW	OH	
AP00370633	3904	UPS	09/14/18	133.77	MW	OH	
AP00370634	53901	URBAN CURRENT	09/14/18	8,985.00	MW	OH	
AP00370635	7873	URBAN FARMER STORE, THE	09/14/18	108.64	MW	OH	
AP00370636	G-ORTEGA	US DEPARTMENT OF EDUCATION	09/14/18	1,385.98	MW	OH	
AP00370637	46998	UTILITY TELECOM GROUP LLC	09/14/18	1,551.33	MW	OH	
AP00370638	5661	VALS RESTAURANT & LOUNGE	09/14/18	224.60	MW	OH	
AP00370639	48746	VCA HOLLY STREET ANIMAL HOSPI	09/14/18	435.13	MW	OH	
AP00370640	29329	VERIZON WIRELESS SERVICES LLC	09/14/18	1,995.78	MW	OH	
AP00370641	1579	VWR INTERNATIONAL LLC	09/14/18	208.05	MW	OH	
AP00370642	12788	WALKERS HYDRAULICS INC	09/14/18	1,407.36	MW	OH	
AP00370643	50485	WAVE BROADBAND	09/14/18	1,598.17	MW	OH	
AP00370644	3691	WECO INDUSTRIES LLC	09/14/18	2,426.46	MW	OH	
AP00370645	49085	WEST COAST ARBORISTS INC	09/14/18	12,788.85	MW	OH	
AP00370646	20803	WILLIAMS, NATHAN	09/14/18	270.00	MW	OH	
AP00370647	53692	WINDOW AND DOOR SHOP INC, THE	09/14/18	3,656.08	MW	OH	
AP00370648	21984	WONG, ANTHONY	09/14/18	1,494.30	MW	OH	
AP00370649	41132	WRIGHT, CHARLAYNE	09/14/18	747.15	MW	OH	
AP00370650	34537	YAMAMURA, JAIME	09/14/18	588.00	MW	OH	
AP00370651	53527R	YEE, HENRY AND ALMA	09/14/18	100.00	MW	OH	
AP00370652	26847R	ZETZER, DAVID	09/14/18	492.00	MW	OH	
AP00370653	53969R	ZHENG, JAMES	09/14/18	38.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
=====	=====	=====	=====	=====	=====	=====	=====	=====
		G R A N D T O T A L S:						
		Total Void Machine Written		0.00		Number of Checks Processed:		0
		Total Void Hand Written		0.00		Number of Checks Processed:		0
		Total Machine Written		2,615,415.08		Number of Checks Processed:		247
		Total Hand Written		0.00		Number of Checks Processed:		0
		Total Reversals		0.00		Number of Checks Processed:		0
		Total Cancelled		0.00		Number of Checks Processed:		0
		Total EFTs		0.00		Number of EFTs Processed:		0
		Total EPAYs		0.00		Number of EPAYs Processed:		0
		G R A N D T O T A L		2,615,415.08				

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP00370654	1110	UNITED STATES POSTAL SERVICE	09/21/18	5,750.00	MW	OH	

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

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

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370655	1110	UNITED STATES POSTAL SERVICE	09/24/18	2,446.76	MW	OH	

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

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	2,446.76	Number of Checks Processed:	1
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0
G R A N D T O T A L	2,446.76		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
=====	=====	=====	=====	=====	=====	=====	=====	=====
AP00370656	53973R	ABAYA, CRAIG	09/28/18	50.00	MW	OH		
AP00370657	13334	ABBEY PARTY RENTS INC	09/28/18	3,579.00	MW	OH		
AP00370658	33975	ACE FIRE EQUIPMENT & SERVICE	09/28/18	171.22	MW	OH		
AP00370659	53561	ACTION TOWING	09/28/18	562.50	MW	OH		
AP00370660	34666	AD BRAKES	09/28/18	474.88	MW	OH		
AP00370661	1514	ADAM HILL COMPANY, THE	09/28/18	2,722.52	MW	OH		
AP00370662	46583	ADAMS SAFETY TRAINING	09/28/18	2,166.00	MW	OH		
AP00370663	13854	AECO SYSTEMS INC	09/28/18	7,019.20	MW	OH		
AP00370664	15226	AFSCME DISTRICT COUNCIL 57	09/28/18	3,520.40	MW	OH		
AP00370665	29880	AIRGAS USA LLC	09/28/18	54.30	MW	OH		
AP00370666	1465	ALBERTSONS SAFEWAY	09/28/18	1,327.50	MW	OH		
AP00370667	14004	ALERT PEST CONTROL COMPANY IN	09/28/18	5,312.95	MW	OH		
AP00370668	1025	ALHAMBRA	09/28/18	554.15	MW	OH		
AP00370669	37095	ALL INDUSTRIAL ELECTRIC SUPPL	09/28/18	322.69	MW	OH		
AP00370670	39657	ALL STAR GLASS	09/28/18	368.62	MW	OH		
AP00370671	22544	ALLSTAR FIRE EQUIPMENT INC	09/28/18	532.88	MW	OH		
AP00370672	37512	AMBROSE FLOORING LLC	09/28/18	10,449.60	MW	OH		
AP00370673	45439JREN	AMERICAN MEDICAL RESPONSE	09/28/18	1,021.00	MW	OH		
AP00370674	27427	AMERICAN TEXTILE & SUPPLY INC	09/28/18	301.24	MW	OH		
AP00370675	42310	AMERINAT	09/28/18	485.30	MW	OH		
AP00370676	35696	AMERIPRIDE	09/28/18	1,037.39	MW	OH		
AP00370677	46585	ANTHEM BLUE CROSS	09/28/18	180.70	MW	OH		
AP00370678	46585	ANTHEM BLUE CROSS	09/28/18	193.60	MW	OH		
AP00370679	52483	APEX LIFE SCIENCES LLC	09/28/18	1,984.50	MW	OH		
AP00370680	1259	ARAMARK UNIFORM SERVICES INC	09/28/18	378.05	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370681	47007	ARTHUR J GALLAGHER & COMPANY	09/28/18	1,835.00	MW	OH	
AP00370682	32577	AT&T	09/28/18	12,296.46	MW	OH	
AP00370683	43938JLAW	ATKINSON FARASYN LLP	09/28/18	980.00	MW	OH	
AP00370684	1232	BAKER & TAYLOR COMPANY INC	09/28/18	9,852.79	MW	OH	
AP00370685	34520	BAKER ENGINEERING	09/28/18	8,600.00	MW	OH	
AP00370686	53974R	BARROS, ELIZABETH	09/28/18	300.00	MW	OH	
AP00370687	33100R	BARTON, MICHAEL P	09/28/18	3,409.24	MW	OH	
AP00370688	48602	BATIS TRAINING & CONSULTING	09/28/18	185.00	MW	OH	
AP00370689	51022R	BATSCHE, SERGIO	09/28/18	112.51	MW	OH	
AP00370690	49645	BAXTERS FRAME WORKS	09/28/18	39.95	MW	OH	
AP00370691	53898R	BERMUDEZ, JAIME	09/28/18	707.25	MW	OH	
AP00370692	47955	BIG RED PRINT SOLUTIONS LLC	09/28/18	588.58	MW	OH	
AP00370693	19200	BIRITE FOODSERVICE DISTRIBUTO	09/28/18	4,287.89	MW	OH	
AP00370694	51123R	BONGEEZ CONSTRUCTION	09/28/18	1,475.00	MW	OH	
AP00370695	22681	BOUND TREE MEDICAL LLC	09/28/18	45.68	MW	OH	
AP00370696	3349	BROADMOOR LANDSCAPE SUPPLY	09/28/18	679.55	MW	OH	
AP00370697	1059	BRODART CO	09/28/18	97.18	MW	OH	
AP00370698	33842R	BRODRICK, VICTORIA	09/28/18	655.50	MW	OH	
AP00370699	3064	BROWN & CALDWELL INC	09/28/18	4,235.12	MW	OH	
AP00370700	50538R	BRYSON ROOFING INC	09/28/18	550.00	MW	OH	
AP00370701	44468	BUDGET CONFERENCING INC	09/28/18	220.23	MW	OH	
AP00370702	53975R	BUZZY BEE CONSTRUCTION	09/28/18	939.44	MW	OH	
AP00370703	48259	BWNVT MOTORS INC	09/28/18	1,861.26	MW	OH	
AP00370704	17997	C.L.E.A.	09/28/18	2,352.00	MW	OH	
AP00370705	51742R	CAIN, JUSTIN	09/28/18	1,914.50	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370706	42973	CAL SIGNAL CORP	09/28/18	1,609.37	MW	OH	
AP00370707	8237	CAL SOCIETY OF MUNI	09/28/18	370.00	MW	OH	
AP00370708	36927	CALCON SYSTEMS INC	09/28/18	843.00	MW	OH	
AP00370709	1196	CALIFORNIA WATER SERVICE COMP	09/28/18	125.09	MW	OH	
AP00370710	53909R	CANIAZADO, NERIA	09/28/18	60.52	MW	OH	
AP00370711	38995R	CAPAS FIESTA CLUB	09/28/18	250.00	MW	OH	
AP00370712	17888	CARL WARREN & COMPANY INC	09/28/18	905.52	MW	OH	
AP00370713	20535	CAROLLO ENGINEERS	09/28/18	6,912.27	MW	OH	
AP00370714	28636	CDW GOVERNMENT INC	09/28/18	6,376.33	MW	OH	
AP00370715	53626	CDX WIRELESS INC	09/28/18	11,200.00	MW	OH	
AP00370716	2930	CED CONTRACTORS SF	09/28/18	849.24	MW	OH	
AP00370717	10299JPA	CENTRAL COUNTY FIRE DEPARTMEN	09/28/18	22,603.00	MW	OH	
AP00370718	53976R	CHAN, TONY	09/28/18	1,025.00	MW	OH	
AP00370719	3678	CINTAS CORPORATION #464	09/28/18	7,369.66	MW	OH	
AP00370720	50795R	CISNEROS, MICHAEL	09/28/18	300.00	MW	OH	
AP00370721	35395	CITY AUTO SUPPLY	09/28/18	2,911.67	MW	OH	
AP00370722	46465JPA	CITY OF BELMONT	09/28/18	5,492.75	MW	OH	
AP00370723	6649JPA	CITY OF BRISBANE	09/28/18	3,436.25	MW	OH	
AP00370724	25602	CITY OF DALY CITY	09/28/18	115,314.33	MW	OH	
AP00370725	43155JPA	CITY OF DALY CITY	09/28/18	14,007.00	MW	OH	
AP00370726	5342JPA	CITY OF FOSTER CITY	09/28/18	6,012.00	MW	OH	
AP00370727	6034JPA	CITY OF PACIFICA	09/28/18	5,037.00	MW	OH	
AP00370728	6579JPA	CITY OF REDWOOD CITY	09/28/18	10,636.00	MW	OH	
AP00370729	20562JPA	CITY OF SAN BRUNO	09/28/18	3,756.00	MW	OH	
AP00370730	46083JPA	CITY OF SAN CARLOS	09/28/18	6,125.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370731	25816JPA	CITY OF SAN MATEO	09/28/18	15,431.00	MW	OH	
AP00370732	50253	CITY OF SOUTH SAN FRANCISCO	09/28/18	50.00	MW	OH	
AP00370733	20045	CLEANSMART SOLUTIONS INC	09/28/18	3,483.82	MW	OH	
AP00370734	31162	CLINE & DUPLISSEA	09/28/18	11,215.00	MW	OH	
AP00370735	38790	COASTSIDE FIRE PROTECTION	09/28/18	1,230.00	MW	OH	
AP00370736	25819JPA	COLMA FIRE PROTECTION DISTRIC	09/28/18	3,027.00	MW	OH	
AP00370737	48645	COMCAST	09/28/18	104.41	MW	OH	
AP00370738	51634	COMCAST	09/28/18	69.95	MW	OH	
AP00370739	52652	COMCAST	09/28/18	161.16	MW	OH	
AP00370740	12578	COMPLETE LINEN SERVICE INC	09/28/18	65.53	MW	OH	
AP00370741	52002	CONTRA COSTA COUNTY OFC OF TH	09/28/18	347.00	MW	OH	
AP00370742	43913	COOK AND ASSOCIATES	09/28/18	300.00	MW	OH	
AP00370743	30109	CORELOGIC SOLUTIONS LLC	09/28/18	513.94	MW	OH	
AP00370744	14930	COUNTY OF SAN MATEO	09/28/18	3,990.67	MW	OH	
AP00370745	43157JPA	COUNTY OF SAN MATEO	09/28/18	1,336.60	MW	OH	
AP00370746	42324	CRIME SCENE CLEANERS INC	09/28/18	350.00	MW	OH	
AP00370747	48323	CRYSTAL CREAMERY	09/28/18	485.75	MW	OH	
AP00370748	28906	CSG CONSULTANTS INC	09/28/18	8,634.10	MW	OH	
AP00370749	53761	CT WEST INC	09/28/18	1,574.70	MW	OH	
AP00370750	25580	CWEA-MEMBERSHIP	09/28/18	376.00	MW	OH	
AP00370751	1836	DAILY JOURNAL CORPORATION	09/28/18	331.50	MW	OH	
AP00370752	1414	DALY CITY CENTRAL CASHIER	09/28/18	776.13	MW	OH	
AP00370753	1937	DALY CITY FIREFIGHTERS UNION	09/28/18	8,866.00	MW	OH	
AP00370754	32818R	DALY CITY HOST LIONS CLUB	09/28/18	250.00	MW	OH	
AP00370755	30935	DALY CITY POLICE OFFICERS BEN	09/28/18	1,150.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370756	9290	DALY CITY POLICE OFFICERS ASS	09/28/18	13,835.64	MW	OH	
AP00370757	9290	DALY CITY POLICE OFFICERS ASS	09/28/18	1,960.00	MW	OH	
AP00370758	42706	DASH MEDICAL GLOVES INC	09/28/18	860.01	MW	OH	
AP00370759	1510	DEMCO SUPPLY INC	09/28/18	2,296.58	MW	OH	
AP00370760	40212	DEPARTMENT OF INDUSTRIAL RELA	09/28/18	225.00	MW	OH	
AP00370761	1299	DEPARTMENT OF JUSTICE	09/28/18	1,118.00	MW	OH	
AP00370762	27243R	DIRECTO, JOSE	09/28/18	380.25	MW	OH	
AP00370763	30629LAW	DOWNEY BRAND ATTORNEYS LLP	09/28/18	2,222.50	MW	OH	
AP00370764	23531	DUNCAN PARKING TECHNOLOGIES I	09/28/18	561.15	MW	OH	
AP00370765	48177	EAST BAY TIRE CO	09/28/18	984.97	MW	OH	
AP00370766	51252	ELITE CORPORATE SERVICES INC	09/28/18	1,200.00	MW	OH	
AP00370767	49988	ENTERPRISE RENT A CAR CANADA	09/28/18	1,123.83	MW	OH	
AP00370768	3786	ENVIRONMENTAL RESOURCE ASSOCI	09/28/18	991.56	MW	OH	
AP00370769	1049	EQUIFAX INFORMATION SVCS LLC	09/28/18	52.02	MW	OH	
AP00370770	53977R	EVERGREEN CONSTRUCTION	09/28/18	14,975.00	MW	OH	
AP00370771	26327	EWING IRRIGATION PRODUCTS INC	09/28/18	525.14	MW	OH	
AP00370772	53978R	FARIAS, MARIANA	09/28/18	250.00	MW	OH	
AP00370773	42544	FARMER BROTHERS COFFEE	09/28/18	691.96	MW	OH	
AP00370774	36077	FASTENAL COMPANY	09/28/18	688.18	MW	OH	
AP00370775	40843	FASTRAK VIOLATION PROCESSING	09/28/18	33.00	MW	OH	
AP00370776	9922	FERGUSON ENTERPRISES INC #332	09/28/18	110.98	MW	OH	
AP00370777	47322	FERN ELECTRIC & CONTROL INC	09/28/18	5,667.61	MW	OH	
AP00370778	19787	FIRST CHOICE COFFEE SERVICES	09/28/18	262.05	MW	OH	
AP00370779	53838R	FIX AUTO DALY CITY	09/28/18	1,234.03	MW	OH	
AP00370780	47589	FLOOR EFFECTS	09/28/18	2,100.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370781	53911R	FONG, RUSSELL	09/28/18	36.33	MW	OH	
AP00370782	53979R	FONSECA, DORA	09/28/18	257.13	MW	OH	
AP00370783	23380R	FOX, MATTHEW	09/28/18	2,993.36	MW	OH	
AP00370784	G-DEFIESTA1	FRANCHISE TAX BOARD	09/28/18	703.90	MW	OH	
AP00370785	G-HOLMES	FRANCHISE TAX BOARD	09/28/18	200.00	MW	OH	
AP00370786	53908R	GALANTE, JACKIE	09/28/18	84.96	MW	OH	
AP00370787	53980R	GALVEZ, HARRY	09/28/18	250.00	MW	OH	
AP00370788	51643R	GALVIS, JAMES	09/28/18	330.00	MW	OH	
AP00370789	53703	GATES & ASSOCIATES	09/28/18	28,924.05	MW	OH	
AP00370790	43856	GBH POLYGRAPH SERVICES	09/28/18	300.00	MW	OH	
AP00370791	20267R	GETTLER RYAN INC	09/28/18	1,650.00	MW	OH	
AP00370792	21855R	GIANNINI, LEIGH	09/28/18	55.06	MW	OH	
AP00370793	36227	GOLDEN GATE TRUCK CENTER	09/28/18	210.34	MW	OH	
AP00370794	34864	GOLDEN STATE FLOW MEASUREMENT	09/28/18	362.49	MW	OH	
AP00370795	30509	GOODYEAR COMMERCIAL TIRE & SE	09/28/18	926.67	MW	OH	
AP00370796	27059	GOOMBAH'S EMBROIDERY	09/28/18	871.91	MW	OH	
AP00370797	31925	GOVCONNECTION INC	09/28/18	3,076.19	MW	OH	
AP00370798	52777	GOVERNMENT STAFFING SERVICES	09/28/18	11,880.00	MW	OH	
AP00370799	1754	GRAINGER INC	09/28/18	868.54	MW	OH	
AP00370800	1571	GRANITEROCK	09/28/18	390.75	MW	OH	
AP00370801	30894	GRM	09/28/18	432.95	MW	OH	
AP00370802	18127	GUTIERREZ, MELVA	09/28/18	149.92	MW	OH	
AP00370803	2223	HACH COMPANY	09/28/18	2,224.49	MW	OH	
AP00370804	3702	HARRINGTON INDUSTRIAL PLASTIC	09/28/18	87.41	MW	OH	
AP00370805	48952R	HATCH GROUP, THE	09/28/18	21,366.04	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00370806	53981	HERNANDEZ JR, FERNANDO	09/28/18	300.00	MW	OH		
AP00370807	40302R	HERNANDEZ ROOFING	09/28/18	275.00	MW	OH		
AP00370808	17021	HF&H CONSULTANTS LLC	09/28/18	11,441.44	MW	OH		
AP00370809	9049	HI TECH EVS INC	09/28/18	622.81	MW	OH		
AP00370810	32874R	HIGHLAND CONSTRUCTION	09/28/18	275.00	MW	OH		
AP00370811	52392R	HONG'S GENERAL CONSTRUCTION I	09/28/18	1,990.00	MW	OH		
AP00370812	15675	HUNTZE, JEFFREY	09/28/18	186.02	MW	OH		
AP00370813	42827R	HUSTED CONSTRUCTION	09/28/18	1,475.00	MW	OH		
AP00370814	40583	HUTCHINSON, DARREL	09/28/18	200.00	MW	OH		
AP00370815	17093	INDUSTRIAL METAL PRODUCTS INC	09/28/18	598.13	MW	OH		
AP00370816	48933	INFOSEND INC	09/28/18	6,671.16	MW	OH		
AP00370817	31781	INNOVATIVE CLAIM SOLUTIONS	09/28/18	13,500.00	MW	OH		
AP00370818	1072	IRVINE & JACHENS INC	09/28/18	920.03	MW	OH		
AP00370819	47829	ITERIS INC	09/28/18	22,375.02	MW	OH		
AP00370820	42892R	J & K ROOFING COMPANY	09/28/18	275.00	MW	OH		
AP00370821	31382	J A Z RESTAURANT EQUIPMENT	09/28/18	647.40	MW	OH		
AP00370822	38914	J P COOKE COMPANY	09/28/18	70.59	MW	OH		
AP00370823	52909R	JACOBS, RICHARD	09/28/18	195.00	MW	OH		
AP00370824	53982R	JAIME, MARIA SANDRA	09/28/18	250.00	MW	OH		
AP00370825	53478R	JK PRO ROOFING INC	09/28/18	275.00	MW	OH		
AP00370826	54011R	JLC	09/28/18	742.15	MW	OH		
AP00370827	53983	JOE, CHRISTOPHER	09/28/18	1,030.00	MW	OH		
AP00370828	25311	JOHNSON CONTROLS SECURITY SOL	09/28/18	453.09	MW	OH		
AP00370829	14416	JOHNSTONE SUPPLY	09/28/18	95.05	MW	OH		
AP00370830	10255MED	KAISER FOUNDATION HEALTH PLAN	09/28/18	1,149.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370831	53984R	KAM, BRIAN	09/28/18	1,775.00	MW	OH	
AP00370832	10144	KAMAN INDUSTRIAL TECHNOLOGIES	09/28/18	651.61	MW	OH	
AP00370833	46835R	KAZIKA CONSTRUCTION	09/28/18	875.00	MW	OH	
AP00370834	29633	KELLY MOORE PAINT COMPANY INC	09/28/18	35.46	MW	OH	
AP00370835	21792	KELLY PAPER	09/28/18	752.28	MW	OH	
AP00370836	47314	KEYSER MARSTON ASSOCIATES INC	09/28/18	375.00	MW	OH	
AP00370837	53906R	KINOSHITA, ROBERT	09/28/18	136.29	MW	OH	
AP00370838	14636R	KLATT, JOHN	09/28/18	55.20	MW	OH	
AP00370839	33914	KOFFLER ELECTRICAL MECHANICAL	09/28/18	19,264.50	MW	OH	
AP00370840	48573	KOSMONT COMPANIES	09/28/18	5,888.51	MW	OH	
AP00370841	53912R	KUPERMAN, MICHAEL	09/28/18	77.40	MW	OH	
AP00370842	53985R	KWOK, RENEE	09/28/18	2,075.00	MW	OH	
AP00370843	1108	L N CURTIS AND SONS	09/28/18	3,379.02	MW	OH	
AP00370844	53986R	LARA MARTINEZ, JENNIFER	09/28/18	150.00	MW	OH	
AP00370845	8614	LC ACTION POLICE SUPPLY LTD	09/28/18	774.61	MW	OH	
AP00370846	53259	LEFTA SYSTEMS	09/28/18	2,300.00	MW	OH	
AP00370847	33497	LEGACY MECHANICAL & ENERGY SE	09/28/18	88.40	MW	OH	
AP00370848	37094	LEXISNEXIS RISK DATA MANAGEME	09/28/18	510.00	MW	OH	
AP00370849	53913R	LI, JIE CI	09/28/18	124.71	MW	OH	
AP00370850	12906LAW	LIEBERT CASSIDY WHITMORE	09/28/18	6,021.00	MW	OH	
AP00370851	29220	LIGHTHOUSE, THE	09/28/18	40.64	MW	OH	
AP00370852	53987R	LINALE, JENNIFER	09/28/18	1,868.81	MW	OH	
AP00370853	53952	LOCK WORLD	09/28/18	36.89	MW	OH	
AP00370854	29332	LORAL LANDSCAPING	09/28/18	2,450.00	MW	OH	
AP00370855	49874	LOU'S GLOVES INC	09/28/18	336.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370856	46731R	LT CONSTRUCTION	09/28/18	965.00	MW	OH	
AP00370857	52034	LUCITY INC	09/28/18	625.00	MW	OH	
AP00370858	53988R	MA, CUI FUNG	09/28/18	1,132.95	MW	OH	
AP00370859	53118R	MADAYAG, MCDALE	09/28/18	250.00	MW	OH	
AP00370860	50701	MAGNETIC CONCEPTS CORPORATION	09/28/18	1,309.85	MW	OH	
AP00370861	53989R	MAU, JULIE C	09/28/18	23.00	MW	OH	
AP00370862	53990R	MCCARTHY, JANET	09/28/18	163.17	MW	OH	
AP00370863	53972R	MCGUIRE, SAMMY DAVID	09/28/18	1,179.00	MW	OH	
AP00370864	44154R	MEERE, ROSE	09/28/18	655.50	MW	OH	
AP00370865	25805JPA	MENLO PARK FIRE PROTECTION DI	09/28/18	19,908.00	MW	OH	
AP00370866	48672	METTLER TOLEDO RAININ LLC	09/28/18	160.30	MW	OH	
AP00370867	26465	MID PENINSULA BOYS & GIRLS CL	09/28/18	12,500.00	MW	OH	
AP00370868	53991R	MOTORVILLE MOTEL	09/28/18	923.68	MW	OH	
AP00370869	46655	MSC INDUSTRIAL SUPPLY CO	09/28/18	506.76	MW	OH	
AP00370870	53992R	MULLAN ENTERPRISES INC	09/28/18	2,360.00	MW	OH	
AP00370871	15210	MUNICIPAL MAINTENANCE EQUIPME	09/28/18	827.87	MW	OH	
AP00370872	20117	NATIONAL CONSTRUCTION RENTALS	09/28/18	522.00	MW	OH	
AP00370873	1136	NATIONAL NOTARY ASSOCIATION	09/28/18	165.00	MW	OH	
AP00370874	53628	NEW ALPHA TWO INC	09/28/18	210.00	MW	OH	
AP00370875	46852	NEWEGG BUSINESS INC	09/28/18	346.25	MW	OH	
AP00370876	49974	NGLIC	09/28/18	778.59	MW	OH	
AP00370877	45540R	NIEU, LONG	09/28/18	50.00	MW	OH	
AP00370878	46186	NOBLE IMAGE INC	09/28/18	119.85	MW	OH	
AP00370879	25761	NORTHERN SAFETY CO INC	09/28/18	253.72	MW	OH	
AP00370880	47296	NORTHERN TOOL & EQUIPMENT	09/28/18	159.93	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370881	15337	OFFICE DEPOT	09/28/18	165.77	MW	OH	
AP00370882	42500	OFFICE DEPOT	09/28/18	3,746.62	MW	OH	
AP00370883	52445R	ORTIZ, RANDY	09/28/18	707.25	MW	OH	
AP00370884	42838	PACE SUPPLY CORP	09/28/18	1,184.01	MW	OH	
AP00370885	1216	PACIFIC GAS & ELECTRIC	09/28/18	276,615.67	MW	OH	
AP00370886	29252	PACIFIC PRODUCE INC	09/28/18	808.68	MW	OH	
AP00370887	40268R	PACIFIC ROOFING COMPANY	09/28/18	550.00	MW	OH	
AP00370888	40269R	PAK'S ROOFING INC	09/28/18	275.00	MW	OH	
AP00370889	18285R	PAULEY, BENNIE	09/28/18	19.91	MW	OH	
AP00370890	53495	PAVEMENT ENGINEERING INC	09/28/18	17,686.25	MW	OH	
AP00370891	20794	PELCO SALES & SERVICE INC	09/28/18	465.83	MW	OH	
AP00370892	1936	PENINSULA PEACE OFFICERS ASSO	09/28/18	390.60	MW	OH	
AP00370893	29738	PENINSULA UNIFORMS & EQUIPMEN	09/28/18	556.39	MW	OH	
AP00370894	19678	PERS LONG TERM CARE PROGRAM	09/28/18	922.13	MW	OH	
AP00370895	31384	PFEIFER, JAMES	09/28/18	3,650.00	MW	OH	
AP00370896	32428R	PICCOLOTTI, THOMAS	09/28/18	233.67	MW	OH	
AP00370897	36400	PILIPINO BAYANIHAN RESOURCE C	09/28/18	390.00	MW	OH	
AP00370898	23208	PK SAFETY SUPPLY	09/28/18	1,854.19	MW	OH	
AP00370899	32103	PLAYPOWER LT FARMINGTON INC	09/28/18	1,146.70	MW	OH	
AP00370900	53993R	PO, RYAN OLIVER	09/28/18	132.76	MW	OH	
AP00370901	25817JPA	POINT MONTARA HALF MOON BAY F	09/28/18	10,007.00	MW	OH	
AP00370902	36106	POLYDYNE INC	09/28/18	8,104.05	MW	OH	
AP00370903	53994R	POQUIZ, VIRGINIA	09/28/18	250.00	MW	OH	
AP00370904	14431	PRAXAIR INC	09/28/18	6,055.34	MW	OH	
AP00370905	53942	PREFERRED ALLIANCE INC	09/28/18	363.72	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370906	18773	PRUDDEN, THOMAS	09/28/18	380.25	MW	OH	
AP00370907	1115	R & B COMPANY	09/28/18	4,885.33	MW	OH	
AP00370908	27398	R & S ERECTION NORTH PENINSUL	09/28/18	1,795.00	MW	OH	
AP00370909	53905R	RALPH PARTNERS LLC	09/28/18	84.96	MW	OH	
AP00370910	48668JPA	RAVNTECH CORPORATION	09/28/18	5,833.33	MW	OH	
AP00370911	53995R	RE BATH BY SCHICKER	09/28/18	635.00	MW	OH	
AP00370912	50803	READYREFRESH BY NESTLE	09/28/18	159.75	MW	OH	
AP00370913	41528	REDFLEX TRAFFIC SYSTEMS INC	09/28/18	22,080.00	MW	OH	
AP00370914	1200	REPUBLIC SERVICES OF NORTH AM	09/28/18	1,345,038.34	MW	OH	
AP00370915	53996R	REYES, MARIA	09/28/18	400.00	MW	OH	
AP00370916	39655	RIMS SUN RIDGE SYSTEMS INC	09/28/18	970.00	MW	OH	
AP00370917	50449	RODAS, CLAUDIA	09/28/18	883.00	MW	OH	
AP00370918	13761	ROSS RECREATION EQUIPMENT INC	09/28/18	5,653.39	MW	OH	
AP00370919	1087	SAFETY KLEEN SYSTEMS INC	09/28/18	1,167.39	MW	OH	
AP00370920	53427	SAGE CONSULTING ENGINEERS INC	09/28/18	19,011.77	MW	OH	
AP00370921	52095	SAN FRANCISCO BANJO BAND	09/28/18	350.00	MW	OH	
AP00370922	53557	SAN FRANCISCO HARLEY DAVIDSON	09/28/18	168.08	MW	OH	
AP00370923	1109	SAN FRANCISCO PUBLIC	09/28/18	579,829.75	MW	OH	
AP00370924	43156JPA	SAN MATEO COUNTY	09/28/18	453,449.82	MW	OH	
AP00370925	27986	SAN MATEO COUNTY ENVIRONMENTA	09/28/18	264.99	MW	OH	
AP00370926	43158JPA	SAN MATEO COUNTY FIRE COUNTY	09/28/18	16,670.00	MW	OH	
AP00370927	18047	SAN MATEO COUNTY PUBLIC	09/28/18	369,750.00	MW	OH	
AP00370928	35246	SAN MATEO COUNTY SHERIFFS OFF	09/28/18	94,610.32	MW	OH	
AP00370929	41715	SAN MATEO COUNTY SHERIFFS OFF	09/28/18	550.00	MW	OH	
AP00370930	13987MED	SAN MATEO MEDICAL CENTER	09/28/18	300.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370931	49441	SC FUELS	09/28/18	2,301.57	MW	OH	
AP00370932	39310	SCHWING BIOSET INC	09/28/18	1,025.55	MW	OH	
AP00370933	37749	SEALIFE AQUARIUM MAINTENANCE	09/28/18	283.50	MW	OH	
AP00370934	41901R	SF A-1 ROOFING & MAINT COMPAN	09/28/18	275.00	MW	OH	
AP00370935	23742	SHOE DEPOT INC	09/28/18	347.40	MW	OH	
AP00370936	52666	SHRED WORKS INC	09/28/18	28.00	MW	OH	
AP00370937	38883	SIGILLO SUPPLY COMPANY INC	09/28/18	251.99	MW	OH	
AP00370938	53410R	SLC INC	09/28/18	969.50	MW	OH	
AP00370939	53997R	SMART REMODELING	09/28/18	907.67	MW	OH	
AP00370940	2643	SPARTAN MOTORS USA INC	09/28/18	224.19	MW	OH	
AP00370941	53489	SPIN OFF LLC	09/28/18	90.00	MW	OH	
AP00370942	53814	SQUEEKY KLEENING CO	09/28/18	5,840.00	MW	OH	
AP00370943	20534	ST FRANCIS ELECTRIC INC	09/28/18	5,990.00	MW	OH	
AP00370944	47389	STARVISTA	09/28/18	31,457.70	MW	OH	
AP00370945	45112JPA	STATE COMPENSATION INSURANCE	09/28/18	305.00	MW	OH	
AP00370946	40623	STATE WATER RESOURCES CONTROL	09/28/18	140.00	MW	OH	
AP00370947	3613	STATIONARY ENGINEERS LOCAL 39	09/28/18	1,635.16	MW	OH	
AP00370948	40900	STEVENS BAY AREA DIESEL SERVI	09/28/18	1,049.78	MW	OH	
AP00370949	50627R	SUN ROOFING COMPANY	09/28/18	275.00	MW	OH	
AP00370950	40145R	SUPER ROOFING COMPANY	09/28/18	550.00	MW	OH	
AP00370951	50360	SUPPLYWORKS	09/28/18	911.81	MW	OH	
AP00370952	51439	SWEET DELIGHT BAKERY	09/28/18	27.00	MW	OH	
AP00370953	15547R	SYLVESTER, GLENN	09/28/18	807.03	MW	OH	
AP00370954	53998R	TAN, SIMON	09/28/18	1,775.00	MW	OH	
AP00370955	39843R	TAYLOR, LUCAS	09/28/18	905.50	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370956	2798	TEAMSTERS LOCAL 856	09/28/18	3,592.00	MW	OH	
AP00370957	13852	TELECOMMUNICATIONS ENGINEERIN	09/28/18	3,544.80	MW	OH	
AP00370958	42970JPA	TELECOMMUNICATIONS ENGINEERIN	09/28/18	15,330.00	MW	OH	
AP00370959	18381	TENNANT SALES AND SERVICE CO	09/28/18	209.97	MW	OH	
AP00370960	53999R	TO, RAYMOND	09/28/18	1,175.00	MW	OH	
AP00370961	22184R	TOM LEE ROOFING INC	09/28/18	550.00	MW	OH	
AP00370962	54000R	TRACH, PHILIP	09/28/18	152.38	MW	OH	
AP00370963	44587	TRANG, HONG NHUNG	09/28/18	530.40	MW	OH	
AP00370964	47836	TRAUBE CONSTRUCTION COMPANY	09/28/18	29,205.00	MW	OH	
AP00370965	53970	TRIDENT K9 CONSULTING	09/28/18	900.00	MW	OH	
AP00370966	52033	TRIEPEI SMITH & ASSOCIATES IN	09/28/18	1,475.00	MW	OH	
AP00370967	26803	TURBO DATA SYSTEMS INC	09/28/18	20,046.83	MW	OH	
AP00370968	34148R	ULLMAN, DOUGLAS	09/28/18	720.00	MW	OH	
AP00370969	31745	UNITED SITE SERVICES OF CALIF	09/28/18	170.52	MW	OH	
AP00370970	32209	UNIVAR USA INC	09/28/18	16,258.21	MW	OH	
AP00370971	3904	UPS	09/28/18	85.08	MW	OH	
AP00370972	7873	URBAN FARMER STORE, THE	09/28/18	216.66	MW	OH	
AP00370973	G-ORTEGA	US DEPARTMENT OF EDUCATION	09/28/18	770.62	MW	OH	
AP00370974	37684	USA BLUE BOOK	09/28/18	208.06	MW	OH	
AP00370975	54001R	VARGA, TIBERIU	09/28/18	230.34	MW	OH	
AP00370976	54010R	VERSOSA, RICARDO T	09/28/18	225.72	MW	OH	
AP00370977	54009R	VHU, CINDY	09/28/18	7,074.76	MW	OH	
AP00370978	1579	VWR INTERNATIONAL LLC	09/28/18	373.47	MW	OH	
AP00370979	36355	WASTEWATER SOLUTIONS INC	09/28/18	9,160.23	MW	OH	
AP00370980	49085	WEST COAST ARBORISTS INC	09/28/18	24,316.10	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00370981	39237	WEST COAST CODE CONSULTANTS I	09/28/18	165.00	MW	OH	
AP00370982	53871	WEST COAST SOUND SOLUTIONS	09/28/18	20,933.66	MW	OH	
AP00370983	29517	WEST LITE SUPPLY COMPANY INC	09/28/18	879.66	MW	OH	
AP00370984	1095	WESTLAKE ECO SOFT-TOUCH	09/28/18	573.60	MW	OH	
AP00370985	38558	WILSEY HAM INC	09/28/18	4,918.00	MW	OH	
AP00370986	52539	WONG, RANDALL C	09/28/18	300.00	MW	OH	
AP00370987	18388JPA	WOODSIDE FIRE PROTECTION DIST	09/28/18	11,382.00	MW	OH	
AP00370988	54002R	WU, SUITAO	09/28/18	160.89	MW	OH	
AP00370989	54003R	XIANG, JENNIFER	09/28/18	1,625.00	MW	OH	
AP00370990	43396R	YAMA CONSTRUCTION	09/28/18	1,475.00	MW	OH	
AP00370991	54004R	YBARRA, ERICK	09/28/18	55.23	MW	OH	
AP00370992	46308R	YES CONSTRUCTION	09/28/18	500.00	MW	OH	
AP00370993	54005	YOURMEMBERSHIP.COM INC	09/28/18	299.00	MW	OH	
AP00370994	54006R	YU, JIMMY	09/28/18	1,775.00	MW	OH	
AP00370995	44591	YUCKOS INC	09/28/18	227.00	MW	OH	

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

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	4,197,133.72	Number of Checks Processed:	340
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	4,197,133.72		