

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, September 23, 2019 - 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:

Community Academy Program (John Gamez, Captain, Daly City Police Department)

Proclaiming the Month of October Filipino-American History Month in Daly City
(Maria Pilar Lopezbanos, ABS-CBN International / TFC)

APPROVAL OF MINUTES:

Regular Meeting of September 9, 2019

APPROVAL OF AGENDA:

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the City Council. There shall be no separate discussion of the

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.

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. Notice of Completion for the ADA Curb Ramps 2018-19 Project
2. Approval of Augmented Truck Company Staffing
3. Master License Agreement with Crown Castle Fiber LLC
4. Set time and place for a Public Hearing on Proposed Adoption of the New Model Fire Code
5. City of Daly City 10-Year Water System Master Plan
6. Accept Donated Funds for the 2nd Annual Love Not Hate: Welcoming All Community Event
7. Set Time and Place for Public Hearing on Proposed Adoption of New Model Building Codes Adopted by the State of California.
8. Approval of the Subdivision Improvement Agreement Between the City of Daly City and City Ventures Homebuilding, LLC and Approval of the Final Map SUB-4-17-12723 for The Juniper project
9. Set Time and Place for Public Hearing – Proposed Ordinance Adding Chapter 5.104 to the Daly City Municipal Code Re: Commercial Cannabis
10. Amendment to the Professional Services Agreement with Brown and Caldwell for Hydraulic Modeling of the City Water System
11. Consolidated Annual Performance Evaluation Report (CAPER) for the Fiscal Year (FY) 2018-19 One-Year Action Plan
12. Extension of Exclusive Negotiating Agreement between the City of Daly City and Equity Residential for Property at 6401 Mission Street, Daly City California
13. Authorize City Manager to Execute a Facility Use Agreement between the City of Daly City and the American National Red Cross for Use of Recreation Facilities during Times of Local Disasters
14. Designate October 20, 2019 and Each 20th Day of October Thereafter, as Leyte Landing Commemoration Day

Check Registers:

15. Check Registers for the Month of August 2019

END OF CONSENT AGENDA

PUBLIC HEARINGS:

16. Public Hearing and Introduction of Ordinance Amending Chapter 5.37 of the Daly City Municipal Code Re: Alarm Systems

Staff:

Fox

Recommended Action:

Open/Close Hearing

Motion for City Attorney to Read by Title Only

Councilmember Introduce Ordinance

COMMUNICATIONS:

17. Parking Variance VARC-6-19-14064 — 6139 Mission Street

A. Findings

B. EA (Categorical Exemption)

C. VARC-6-19-14064

Staff:

Paland

Recommended Action:

Adopt Resolution

Roll Call

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

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

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

18. Council Committee

A Council Committee Meetings September 8 - 22,
2019

Agenda – City Council
Monday, September 23, 2019
Page 4

19. City Council

20. Staff

ADJOURNMENT:

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 9, 2019

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

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

ROLL CALL: Councilmembers Present:
Raymond A. Buenaventura, Mayor
Glenn R. Sylvester, Vice Mayor
Rod Daus-Magbual
Pamela DiGiovanni
Juslyn C. Manalo

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

PRESENTATIONS:

Proclaiming September 15 through October 15, 2019 Latinx Heritage Month in Daly City
(Nadia Flamenco, Recreation Commissioner & Ana Valenzuela, Consul General of El Salvador)

Got Wheels (Susan Houston, Vice President, Older Adult Services, Peninsula Family Service)

Proclaiming September 2019 as National Preparedness Month (Clyde Preston, Safety Inspector, North County Fire Authority)

Census 2020 (Megan Gosch, San Mateo County Census Team, San Mateo County Office of Community Affairs)

APPROVAL OF MINUTES:

Regular Meeting of August 12, 2019

It was moved by Councilmember Manalo, seconded by Councilmember Daus-Magbual and carried to approve the minutes of August 12, 2019.

APPROVAL OF AGENDA:

It was moved by Councilmember Manalo, seconded by Councilmember Daus-Magbual and carried to approve the agenda.

CONSENT AGENDA:

It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried to approve the consent agenda, with items # 1, 2, 3, and 13 being removed from the consent agenda for further discussion.

Resolutions:

Renaming Alta Loma Tot Lot in Honor of Erlinda Tiongeo Galeon

Senior Management Analyst Leilani Ramos described how Ms. Galeon dedicated the last 15 years of her life to public service including her memberships on numerous boards, her civic achievements, charitable endeavors and support for various programs and causes.

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 9, 2019

Page 2

The following individuals honored Ms. Galeon by sharing their personal experiences with and memories of Erlinda including her eagerness to give back to the community, leadership roles, civic involvement, advocacy for causes and groups, charitable efforts, her courage, and her legacy in the community. Speakers also extended their gratitude to the Council for this gesture.

Ray Satorre, Planning Commissioner
Audrey Galeon-Tabuso, daughter of Ms. Galeon
Francis Espiritu, Philippine News
Christine Fuller, resident

Patricia De Vera, niece of Ms. Galeon
Perla Ibarrientos, Personnel Commissioner
Mike Pacelli, Peninsula Family Service

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

Resolution 19-119, Renaming Alta Loma Tot Lot In Honor Of Erlinda Tiongeo Galeon

Requesting Assemblymember Phil Ting to Introduce Legislation to Designate a Portion of California State Route 35 in Honor of Alice Peña Bulos

Ms. Ramos provided background on how Ms. Bulos had served four decades empowering minorities and under-represented groups of all ages from every background. Ms. Bulos dedicated her life to public service, served in numerous distinguished leadership roles, and accomplished various civic leadership achievements.

The following individuals honored Ms. Bulos by sharing their personal experiences with and memories of Alice including her involvement in the community with regard to education, elderly and youth workers, women's rights and politics, her activism, and her reputation for motivating and encouraging other Filipinos to serve publicly. Speakers also thanked Assemblymember Ting and the City Council for this honor.

Beth Ramilo, daughter of Ms. Bulos
Charles Ramilo, grandson of Ms. Bulos
Ray Satorre, Planning Commissioner
Perla Ibarrientos, Personnel Commissioner
Christine Fuller, resident
Art Belensen (*sic*)

Charity Ramilo, granddaughter of Ms. Bulos
Larry Formalejo, former Colma Councilman
Mely Fernandez, Thomasians USA
Francis Espiritu, Philippine News
Mike Pacelli, Peninsula Family Service

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

Resolution 19-120, Requesting Assemblymember Phil Ting To Introduce Legislation To Rename California State Route 35 In Honor Of Alice Peña Bulos

Naming Serra Station Townhouse Project Community Room in Honor of Alice Peña Bulos

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

Resolution 19-121, Naming Serra Station Townhouse Project Community Room In Honor Of Alice Peña Bulos

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 9, 2019

Page 3

Appropriation of 4R's Grant Funding from County of San Mateo Office of Sustainability

Resolution 19-122, Accepting And Appropriating Grant Funds For FY 2019/20 From The County Of San Mateo Office Of Sustainability For City Hall Container Modernization And Standardization

Acceptance of Edward Byrne Memorial Assistance Grant (JAG) Program Grant Funds for Forensic Laboratory Fees

Resolution 19-123, Accepting Grant From The Federal 2019 Edward Byrne Memorial Justice Assistance Grant Program To Pay For Forensic Laboratory Fees

Use of Federal Asset Forfeiture Funds (DEA) to Upgrade the Police Department Internal Radio System

Resolution 19-124, Authorizing Use Of Federal Asset Forfeiture (DEA) Funds To Upgrade The Police Department Internal Radio Monitoring System

Setting Time and Place of Public Hearing - Proposed Ordinance Amending Daly City Municipal Code Chapter 5.37 Alarm Systems (Set Hearing: 9/23/19)

Resolution 19-125, Setting Time And Place Of Hearing Re: Proposed Ordinance Amending Section 15.37 Of Title 15 Of The Daly City Municipal Code Re: Alarm Systems (9/23/19)

Use of Federal Asset Forfeiture Funds (DEA) to Upgrade the Police Records Division

Resolution 19-126, Authorizing Use Of Federal Asset Forfeiture (DEA) Funds To Upgrade The Police Records Division

Final Acceptance of the Subdivision Improvements for the Christopher Highlands Subdivision

Resolution 19-127, Accepting Construction Improvements For Christopher Highlands Subdivision And Release Of Bonds

Setting Time and Place for a Public Hearing to Consider Adding Chapter 5.92 to the Daly City Municipal Code Regarding Short-Term Rentals (Set Hearing: 10/14/19)

Resolution 19-128, Setting Time And Place Of Hearing Re: Proposed Ordinance Adding Section 5.92 Of Title 15 Of The Daly City Municipal Code Re: Short Term Rentals (10/14/19)

Adoption of Composite Summary Memorandum of Understanding and Salary Schedule between the City of Daly City and San Mateo County International Association of Firefighters Local 2400

Resolution 19-129, Adopting Composite Summary Memorandum Of Understanding With The San Mateo County International Association Of Firefighters Local 2400 (Firefighters, Fire Engineer Operators, and Fire Captains)

Conversion of Full-Time Hourly Meter Reader Position to Permanent Position

Resolution 19-130, Amending The Approved Fiscal Year 2019-20 Budget To Replace A Full-Time Hourly Meter Reader Position To A Permanent Position

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 9, 2019

Page 4

Amend Traffic Regulations to: (1) Install two (2) 2-hour metered parking spaces in front of 5982 Mission Street (TSR 20/14); and (2) Remove crosswalk on Longview Drive at Longview Park

Director of Public Works Richard Chiu confirmed that residents within a block of the affected areas were duly notified by the City, and was amenable to the possibility of holding future meetings closer to the affected areas.

Vaughn Jones, SPRA, voiced concern regarding the proposed removal of an existing crosswalk on Longview Drive. He cited lack of public noticing and safety issues for pedestrians crossing to reach Longview Park, located across the street.

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

Resolution 19-131, Establishing Traffic Regulations

Adopt a Resolution Affirming the City of Daly City's Support in Ensuring a Complete, Fair and Accurate Count in the 2020 Census

Resolution 19-132, Affirming The City Of Daly City's Support In Ensuring A Complete, Fair And Accurate Count In The 2020 Census

END OF CONSENT AGENDA

Mayor Buenaventura called a 10-minute recess of the Council meeting at 8:50 P.M.

PUBLIC HEARINGS:

Appeal of Administrative Use Permit AUP-01-19-13865, Chong Seen Cemetery, 0 Longford Drive, Daly City (APN 010-061-020)

Associate Planner Carmelisa Morales provided the appellant's reasons for appeal, and presented staff's and the Planning Commission's recommendation to deny the appeal request and uphold approval of the AUP subject to modified conditions.

Mayor Buenaventura opened the public hearing.

Brian Gaffney, counsel for the appellant Cynthia Marcopulos, argued that standards were not being applied uniformly with regard to this use permit and certain requirements were not met by the applicant. He urged Council to deny the application for the administrative use permit.

Joe Parker, counsel for the applicant Crown Castle, argued the case for his client and reported that the proposed design complies with the City's municipal codes and addressed issues brought up by Mr. Gaffney. He urged Council to deny the appellant's appeal of the permit.

Cynthia Marcopulos, appellant, questioned the site selection process, claiming that the applicant and Sprint have not complied with the terms of the permit, and further claiming the owner has not maintained the trees or roads within the property.

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

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 9, 2019

Page 5

It was moved by Mayor Buenaventura, seconded by Vice Mayor Sylvester and carried by unanimous roll call vote to adopt the following resolution with the modified condition to include landscaping maintenance and proof on alternate sites for the reporting and record.

Resolution 19-133, Adopting Appeal Of Administrative Use Permit (AUP-01-19-13865) Renewal Sprint Wireless Facility And Facility Replacement At Chong Seen Cemetery (0 Longford Drive)

COMMUNICATIONS

Authorize Designation of Voting Delegate and Alternate, League of California Cities Annual Conference on October 16-18, 2019, Long Beach, CA

City Manager Shawwna Maltbie recommended City Council select and designate a voting delegate and up to two alternates in order for the City to have an official voting member of the League.

It was moved by Mayor Buenaventura, seconded by Councilmember Manalo and carried by voice vote to select and designate Vice Mayor Sylvester as Voting Delegate.

It was moved by Councilmember DiGiovanni, seconded by Vice Mayor Sylvester and carried by voice vote to select and designate Councilmember Manalo as Voting Alternate.

It was moved by Vice Mayor Buenaventura, seconded by Councilmember Manalo and carried by voice vote to select and designate Councilmember DiGiovanni as a second Voting Alternate. The following resolution was adopted :

Resolution 19-134, Authorizing Selection And Designation Of A Voting Delegate And Alternate(s) To Cast Ballots On Behalf Of The City Of Daly City At The League Of California Cities Annual Business Meeting

Minor Subdivision SUB-6-19-14075 — 489 Vista Grande Avenue

Assistant Planner Brian Paland gave an overview of the applicant's proposal to subdivide an existing 5,503 square foot corner lot at the subject site into two lots.

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

Resolution 19-135, Affirming Categorical Exemption Under CEQA, Adopting Findings Of Fact And Imposing Conditions Of Approval On Minor Subdivision SUB-6-19-14075 To Subdivide Into Two Lots

Use Permit UPR-7-19-14111 and Design Review DR-7-19-14112 (Renewal) — 6098 Mission Street – Mixed-Use Building

Planning Manager Michael Van Lonkhuyzen presented the Planning Commission's recommendation to approve the permit renewal for a 36-unit mixed-use apartment building.

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

Resolution 19-136, Adopting Findings Of Fact And Imposing Conditions Of Approval On Renewal Of Use Permit UPR-7-19-14111 and Design Review DR-7-19-14112 For Mixed Use Apartment Building At 6098 Mission Street

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 9, 2019

Page 6

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Joshua Kim, International Youth Fellowship, announced that his organization will be presenting the award-winning Gracias Choir & Orchestra to stage the musical *Christmas Cantata* locally at the Cow Palace on September 28th, and are currently recruiting volunteers to help host and manage the event. The Gracias Choir & Orchestra is inviting the community to the event and providing free e-tickets at www.christmascantata.us.

REPORTS:

Council Committee Reports: (Council Committee Meetings August 12 - September 8, 2019)

Peninsula Clean Energy Board of Directors (Daus-Magbual)
Bay Area Water Supply & Conservation Agency (Manalo)

City Council:

The Council gave reports on their activities, meetings, and events for the period covering August 12 – September 9 including: the “Know Your Rights” event focusing on immigrants’ rights, the gun buyback event at City Hall, and a meeting with Seton and the Attorney General. On September 11, there will be an observance of the 9/11 tragedy led by Daly City firefighters which the community is invited to attend at the Daly City Fire Department Station.

ADJOURNMENT:

At 10:30 PM, Mayor Buenaventura adjourned the meeting in memory of Eduardo Ellis Ferraz, Alice Lam, Siu Kwan Choi Leong, Gina Lopez, Emory Earl Rose III, Raul C. Triunfo, Tyson Victor, Angel P. Reyes, Juventina Martinez Ruiz and to those who perished during the 9/11 tragedy.

Approved as submitted, this 23rd
day of September, 2019.

City Clerk

Mayor



City Council Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: Notice of Completion for the ADA Curb Ramps 2018-19 Project

Recommended Action

Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed in compliance with the construction contract for the ADA Curb Ramps 2018-19 Project.

Background

On March 11, 2019, the City Council authorized the award of a construction contract to Golden Bay Construction of Hayward, California in the amount of \$78,083.00 for the ADA Curb Ramps 2018-19 Project. The original scope of work includes the construction of American's with Disabilities Act (ADA) compliant concrete curb ramps, sidewalk, curb and gutter, associated brick work and asphalt conforms.

The contract included seven (7) curb ramps and miscellaneous concrete work located at:

- Santa Barbara Avenue and Theta Avenue
- School Street and Mission Street
- 92nd Street and Bryant Street
- East Moltke Street and Bruno Avenue
- Hillside Blvd. and East Vista Drive

Discussion

Golden Bay Construction has completed all improvements required by the construction contract documents including a deductive change order to delete one curb ramp at Hillside Blvd. and East Vista Drive. With a balancing credit to the City of \$3,488.00, the final contract amount is \$74,595.00. The City deleted one curb ramp at Hillside Blvd. and East Vista Drive because it will be installed with the 88 Hillside Phase 2 development.

Fiscal Impact

The contract was completed in the total amount of \$74,595.00 with funds available in the Capital Improvement Program (CIP) project account 17-314-601. No additional appropriation is need for this recommendation.

Summary/Conclusion

Staff recommends that the City Council authorize the filing of the Notice of Completion for the ADA Curb Ramps 2018-19 Project and accept the completion of the project in compliance with the construction contract.

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

Respectfully submitted,



Roland Yip
Senior Civil Engineer



Richard Chiu, Jr.
Director of Public Works

Attachments: Notice of Completion and Resolution

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

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

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is: September 23, 2019
2. The owner of the work of improvements is: City of Daly City, a Municipal Corporation.
3. The address of the owner of the work of improvement is: City Hall
333 - 90th Street
Daly City, California 94015
4. The nature of the owner's interest or estate is: In fee.
5. The work of improvement is located in Daly City, California, and is particularly described as follows:

ADA CURB RAMPS 2018-19

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

Golden Bay Construction
3826 Depot Rd.
Hayward, CA 94545

Dated: _____

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

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

CITY OF DALY CITY, OWNER

Richard Chiu, Jr., Public Works Director

STATE OF CALIFORNIA,

COUNTY OF _____ } ss.

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

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

Signature _____

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

RESOLUTION NO. _____

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

(ADA Curb Ramps 2018-19)

A. The Project Manager has advised that the project set forth hereinafter has been completed in accordance with the terms of the contract with the City of Daly City and Golden Bay Construction, a California Corporation.

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

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

ADA CURB RAMPS 2018-19

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

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a special meeting thereof held on the _____ day of _____, 20____, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: APPROVAL OF AUGMENTED TRUCK COMPANY STAFFING

Recommended Action

It is requested that City Council approve hiring three (3) additional firefighters to provide four (4) person ladder truck daily staffing.

Background

A truck company refers to the personnel assigned to a truck apparatus, which carries ground ladders, an aerial ladder and extensive quantity of tools. The current minimum staffing for an NCFA truck company is three (3). A truck company (during fire related incidents) specializes in forcible entry, search and rescue, making a building safe by securing utilities, deploying ground ladders for rescuing civilians and exiting firefighters, roof operations and water tower operations if needed. NCFA Truck companies staffed with Paramedics and EMT's handle emergency medical calls and provide advanced life support patient care, as well respond to and provide extrication tools for entrapped victims and for technical rescue incidents.

The North County Fire Authority Business and Operational "Strategic Plan" has identified the goal of achieving four (4) person truck staffing, as well the National Fire Protection Association (NFPA) Standards recommend a higher truck company staffing level than what is currently achieved.

Discussion

The objective of truck company augmented staffing is to increase the available effective response force, expand the emergency response system, enhance public safety, maintain firefighter safety and improve efficiency.

The NCFA is committed to providing for public protection, firefighter safety and emergency service delivery to the community. The demand for emergency and non-emergency services has grown over the years and this trend applies to all levels local, state and nationally, which shows no signs reducing now and into the future.

Fiscal Impact

The budgetary impact of the three (3) additional firefighter positions is projected to be \$331,000 in Fiscal Year (FY) 2019-20; \$715,000 in FY 2020-21; and \$811,000 in FY 2021-22. These figures include salary, all benefits, and overtime necessary to meet the increased minimum staffing level.

Summary/Conclusion

The City Council is requested to approve hiring three (3) additional firefighters to provide four (4) person ladder truck daily staffing and in doing so, will increase the available effective response

City Council Agenda Report

Subject: APPROVAL OF AUGMENTED TRUCK COMPANY STAFFING

Meeting Date: September 23, 2019

Page 2 of 2

force, expand the emergency response system, enhance public safety, maintain firefighter safety and improve efficiency, as well achieve a goal and standard for the NCFA.

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

Respectfully submitted,



Ron Myers
Fire Chief



Shawna Maltbie
City Manager



City Council Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: Master License Agreement with Crown Castle Fiber LLC

Recommended Action

Recommend the City Council approve and authorize the City Manager to execute a Master License Agreement with Crown Castle Fiber LLC.

Background

Crown Castle Fiber LLC ("Crown Castle"), designs, owns, operates, and leases out wireless communication facilities to deliver wireless services. Crown Castle commonly provides its services by installation of "small cells". Mounted on street lights, utility poles, buildings and other structures, small cell technology is deployed by wireless service providers to provide network coverage to localized areas. Most members of the public are already familiar with taller, high-power "macro" towers that keep the network signal strong across large distances, whereas small cells suit more densely developed cities like Daly City.

Small cell facilities are commonly placed on utility poles and streetlights 50 feet or shorter in height. Antennas and associated equipment are commonly located 20-40 feet above the ground level and consist of a compact set of facilities. The small cell antennas are usually deployed in areas that cannot be effectively served by traditional macro cell, or areas that may have coverage but not enough capacity. A small cell is not intended to replace macro cell sites, but to fill in areas that do not have sufficient capacity.

Under state law, wireless providers are deemed a utility and have all the rights of telecommunication utilities to use the public rights-of-way under Public Utilities Code Section 7901. According to Public Utilities code Section 7901, wireless carriers are allowed to have installations in the public right-of-way, but municipalities "shall have the right to exercise reasonable control as to the time, place, and manner in which roads, highways, and waterways are accessed."

The City currently owns most of the streetlights throughout the City. In addition to City-owned streetlights, there are numerous wooden utility poles owned by Pacific Gas and Electric Company and other utility providers. Although wireless service providers are allowed by state and federal laws to install their facilities on wooden utility poles, or to construct their own new poles in the public right-of-way, a Master License Agreement is required in order for Crown Castle to install small cell facilities on City-owned street light poles.

A Master License Agreement allows the City to retain both placement and aesthetic control over the small cell facilities, and also authorizes the payment of a pole fee to be collected by the City. The agreement would also apply to an existing Crown Castle-owned small cell facility located at Geneva Avenue and Pasadena Street.

Discussion

The proposed Master License Agreement with Crown Castle would establish the procedures, terms and conditions under which they would obtain individual pole encroachment permits. Crown Castle will need to obtain encroachment permits and building permits, as well as meet the Planning Division Design Guidelines, prior to the installation of the small cell facilities. The individual encroachment permits, once finalized, would be incorporated into the Master License Agreement and be subject to all of the terms and conditions of the Master License Agreement, including insurance and indemnification provisions. The proposed agreement would facilitate Crown Castle's planned initial installation of two wireless small cell facilities on various City-owned streetlights, and would allow for future phases of installation as approved by the City.

Under the Master License Agreement, Crown Castle will pay the City an annual fee of \$270 per pole, an amount established by the Federal Communications Commission (FCC), plus an annual 2% increase. The agreement would be valid for ten (10) years, with successive ten-year extensions unless terminated by either party in accordance with the terms of the agreement.

Environmental Impact

Installation of small cell facilities on existing street light poles is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15302 and 15303 of the Guidelines for CEQA. The proposed antennas to be mounted on existing poles or replacement poles would qualify as minor modifications.

Fiscal Impact

The annual fee set by the FCC is \$270 per pole, plus an annual 2% increase. Crown Castle proposes to install two wireless small cell facilities. The City would anticipate annual revenues of approximately \$540 under the terms of the agreement plus an annual 2% increase. Additional sites constructed at a later date would be subject to additional pole fees under the terms of the agreement.

All other permit fees will be paid for by Crown Castle.

Summary/Conclusion

Recommend the City Council approve and authorize the City Manager to execute a Master License Agreement with Crown Castle Fiber LLC.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kevin Fehr".

Kevin Fehr
City Engineer

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

Richard Chiu, Jr.
Director of Public Works

Attachment:

1. Master License Agreement

**MASTER LICENSE AGREEMENT FOR USE OF AGREEMENT BETWEEN
THE CITY OF DALY CITY AND CROWN CASTLE FIBER LLC.**

This Master License Agreement ("Agreement") is entered into as of _____, 2019 ("Effective Date") by and between the City of Daly City, a municipal corporation (the "City"), and Crown Castle Fiber LLC, a New York limited liability company ("Permittee").

RECITALS

WHEREAS, Permittee is authorized to provide telecommunication services within the state of California; and,

WHEREAS, Permittee desires to construct, install and maintain telecommunications equipment consisting of small antennas, mounts and poles (the "Facilities"), attached to city infrastructure within the Public Right-of-Way within the City; and

WHEREAS, the City has the authority to regulate the terms and conditions for the use of Public Rights-of-Way consistent with applicable law;

WHEREAS, Subject to the terms and conditions of this Agreement and further subject to the City's good faith determination that the Permittee Facilities will not unreasonably interfere with the City's duty to serve it's municipal utility customers or will not adversely affect the City's obligation to otherwise provide for and protect the public health, safety and general welfare, the City is willing to grant to the Permittee a non-exclusive license to attach and/or install the Permittee Facilities on certain Poles subject to the conditions and limitations that the City may impose from time to time as permitted by applicable law and this Agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, the adequacy of which is hereby acknowledged, the City and Permittee agree as follows:

**ARTICLE 1
INSTALLATION OF THE FACILITIES**

1.1 **Permitted Installation.** The city grants to the Permittee a non-exclusive license to access and use certain street light poles ("City Poles") within the City's Right-of-Way ("ROW") during the term of this Agreement. Permittee may, at it's sole cost and expense, locate, place, attach, install, operate, use, control, repair, upgrade, enhance and maintain the Facilities in the City's Right of Way ("ROW"). Under the terms of this Master License Agreement, Permittee shall obtain individual Encroachment Permits for sites it wishes to use for installation of the Facilities in accordance with Section 1.6.1. Parties shall maintain a list of approved

Encroachment Permits for specific City Poles, and the list shall be subject to the terms and conditions of this Master License Agreement.

Permittee will make reasonable efforts to utilize City Poles for its Facilities prior to placing any new poles within the City's ROW. In utilizing City Poles, it may be necessary to remove, upgrade and replace such poles to accommodate Permittee's Facilities. All costs associated with the removal and replacement of such poles will be at Permittee's full expense.

1.2 Reserved.

1.3 Scope of Installation. Permittee shall not obstruct or interfere in any manner with the Public ROW, Public Utility Easements, private rights-of-way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, Multichannel Video Service facilities, and other telecommunications, utility and municipal property or facilities without the express written approval of the City and/or other owner(s) of the affected property or properties; provided, however, subject to Section 3.1, any projects or improvements commenced following installation of Permittee's Facilities shall be designed to reasonably minimize interference with Permittee's Facilities and operation thereof.

1.4 Limitation of Installation. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in the Permittee a perpetual interest in land or the Public Rights-of-Way or Public Utility Easements, including without limitation, any fee, leasehold interest, easement, or franchise rights; provided, however, nothing in this Agreement shall eliminate any such rights.

1.5 Compliance with Laws. This Agreement is subject to any and all applicable Laws and the parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the parties to this Agreement or having jurisdiction that is applicable to any aspect of this Agreement, that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of small cells on city infrastructure or in the right of way, that differ, in any material respect from the terms of this Agreement ("New Law"), then either Party may, upon thirty (30) days written Notice, require that the terms of this Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new small cell installations, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law.

1.6 Permits. Permittee shall obtain any ministerial permits relating to the installation of the Facilities to the extent required by Law, including without limitation, those permits listed below (the "Permits"). Permittee shall submit to the City's Public Works Department, prior to installation, an application, for review and conceptual approval of the proposed installation Equipment, which approval shall not be unreasonably withheld, conditioned or delayed.

1.6.1 Encroachment Permits. Permittee shall obtain any necessary Encroachment Permits from the City for the installation of the Facilities and for any other work within the City's ROW if required by the City's Municipal Code ("Code").

1.6.2 Building Permits. Permittee shall obtain any necessary building permits from the City for the installation of the Facilities and for any other work within the City's ROW if required by the Code.

1.6.3 Compliance with Permits. All work within the City's ROW shall be performed in strict compliance with the applicable Permits and all applicable regulatory requirements.

1.7 Records and Field Locations. Permittee shall be a member of the regional notification center for subsurface installations (Underground Services Alert) and shall field mark, at its sole expense, the locations of its underground Facilities upon notification in accordance with the requirements of Section 4216 of the California Government Code, as it now reads or may hereinafter be amended.

- (a) Permittee shall maintain accurate maps and improvement plans of said Facilities located within the City. The maps and plans are to accurately show in detail the location, size and description of all facilities as constructed. Prior to City acceptance of the work, Permittee shall deliver to the office of the Public Works Department free of charge, and at any subsequent time, upon request, to other third parties interested in performing work within Public Right-of-Way free of charge upon request and within thirty (30) days after such request, such maps and plans of all Facilities installed in said Public Right-of-Way.
- (b) Permittee shall install a locator wire acceptable to the City in conjunction with its construction of the subsurface Facilities pursuant to this Agreement.

1.8 Coordination of Excavation with Other Permittees. Upon request from the City, and at least sixty (60) days prior to commencing excavation work in the City's ROW pursuant to this Agreement, Permittee shall notify in writing, on a form approved by the City, other existing or potential users ("User") of the City's ROW which are (a) shown on the list of users maintained by the City; and (b) are likely to be affected by such excavation work. The notice shall describe the work to be performed, the specific ROW of the City that will be used, and the time when such work will be performed. Each User receiving such notice shall have thirty (30) days from the date thereof to inform in writing Permittee and the City that such User desires to perform work jointly with Permittee. To the extent reasonably feasible, and subject to Permittee and User entering into a written agreement for such work and/or use, Permittee shall coordinate its work with any User who timely informs Permittee that it desires to perform work jointly in the City's ROW, provided that such User obtains any required ROW agreement and permits from the City as required by the Code before such User performs any work in the City's ROW, including the installation of any facilities, or uses any facilities installed by Permittee on their behalf. Nothing in this Section 1.6 is intended to cause delays to Permittee's construction schedule.

1.9 Fee. Permittee is solely responsible for the payment of all lawful fees in connection with Permittee's performance under this Agreement, including those set forth below.

- (a) **Fee.** To compensate the City for any costs incurred as a result of Permittee's entry upon and deployment within the ROW, Permittee shall pay to the City an annual fee ("Pole Fee") that consists of Two Hundred Seventy (\$270.00) for each City Pole upon which Permittee's Facility has been installed pursuant to this Agreement. The Pole Fee is subject to an annual increase of two percent (2%).

The Pole Fee shall be prorated as appropriate and shall be multiplied by the number Poles upon which Permittee's Facility has been installed as of December 1st of the calendar year for which the Pole Fee is being paid. The Pole Fee shall be due and payable annually by January 1st of the calendar year for each Pole operated by Permittee on which Permittee Facilities are attached.

ARTICLE 2 TERM AND TERMINATION

2.1 **Term.** The initial term of this Agreement shall be for ten (10) years beginning on the Effective Date of this Agreement and shall continue for successive ten (10) year periods unless Permittee delivers to the City a written termination notice within one hundred eighty (180) days prior to the scheduled termination. The term of any Encroachment Permit granted pursuant to this Agreement shall be coextensive with the Term of this Agreement.

2.2 Termination of Use.

- 2.2.1 By Permittee. Notwithstanding Section 2.1 above, Permittee may terminate its use of any or all of the Facilities by providing the City with sixty (60) days prior written notice. Upon termination by Permittee, provisions related to the removal of the Permittee Facilities as set forth in Section 3.2 of this Agreement shall apply, and the City shall have the right to recover any uncollected Fees.
- 2.2.2 By City. In the event Permittee has failed to cure a material default of this Agreement within sixty (60) days after it received City's written notice of such default, provided, however, no such failure will be deemed to exist if Permittee has commenced to cure such default within 30 days and provided that such efforts are prosecuted to completion with reasonable diligence as reasonably determined by the Public Works Director, City may terminate the specific Encroachment Permit associated with the default upon thirty (30) days written notice to Permittee and City shall suspend review of any pending Applications and decline to grant Encroachment Permits for additional Facilities under this Agreement until all such defaults are cured.
- 2.2.3. City may terminate the entire Agreement and all Encroachment Permits for cause upon sixty (60) days written notice to Permittee. Termination for cause means: (i) the Permittee has failed to cure a default of this Agreement which affects all of the City Poles within sixty (60) days after it received City's written notice of such default, provided, however, no such failure, will be deemed to exist if Permittee has commenced to cure such default within 30 days and provided that such efforts are prosecuted to completion with reasonable diligence as reasonably determined by the Public Works Director; (ii) the CPUC, the FCC, or other agency exercising

jurisdiction over Permittee has, by final order to action that is no longer subject to appeal, terminated or otherwise revoked Permittee's approval, authorization, certification or license to operate the Permittee's Facilities; or (iii) Permittee's authority to do business in California has expired or is rescinded or terminated by final order or action that is no longer subject to appeal.

2.3. Lapse of Agreement. In the event that the Permittee fails to submit an application and receive any of the Permits, as defined in Section 1.6 of this Agreement, within one year from the Effective Date, this Agreement shall automatically terminate and all provisions shall be null and void.

ARTICLE 3 REMOVAL AND RELOCATION

3.1 Removal Due to Public Project. To the extent permitted by Law, upon receipt of a written demand from the City pursuant to this Article 3, Permittee, at its sole cost and expense, shall remove and relocate any part of the Facilities, constructed, installed, used and/or maintained by Permittee under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Facilities is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the City or any other governmental agency, including but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities such as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, light poles, traffic signals, telephone lines, cable television lines tracks, and other City facilities; (b) because any part of the Facilities is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities; or (c) to protect or preserve the public health and safety. The City shall reasonably cooperate with Permittee in relocating any portion of the Facilities removed pursuant to this Section 3.1 to an alternate location owned by the City. Notwithstanding the forgoing, if the City issues a permit subsequent to the effective date of this Agreement to a private developer or third party, and such work contemplated under the permit requires the removal or relocation of any of Permittee's equipment subject to this Agreement, temporary or otherwise, those costs shall be borne by the developer or third party. In no event shall the City be liable for the costs of any removal or relocation required under this section.

3.2 Removal Due to Termination. Except to the extent not permitted by Law, no later than one hundred eighty (180) days after termination of this Agreement pursuant to the provisions of this Agreement, Permittee shall, at its sole cost and expense, remove the Facilities and, restore the City's ROW to its original condition, reasonable wear and tear excepted. Alternatively, the City may allow Permittee, in the City's sole and absolute discretion, to abandon the Facilities, or any part thereof, in place and convey it to the City.

3.3 Abandonment. In the event Permittee ceases to operate or maintain and abandons the Facilities, or any part thereof, for a period of ninety (90) days or more, Permittee shall, at its sole

cost and expense and no more than 30 days after expiration of the 90-day time period herein, vacate and remove the Facilities or the abandoned part thereof. Permittee shall also, at its sole cost and expense, restore the City's ROW to its original condition, reasonable wear and tear excepted. Alternatively, the City may allow Permittee, in the City's sole and absolute discretion, to abandon the Facilities, or any part thereof, in place and convey it to the City.

ARTICLE 4 MAINTENANCE AND REPAIR

4.1 Electricity Use. Permittee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Permittee at its sole cost and expense shall obtain an independent meter from the servicing utility company and remit all service charges directly to the servicing utility company. Notwithstanding the foregoing, the City, at the discretion of the Director of Public Works, which shall not be unreasonably withheld, may provide access to City's circuits to allow Permittee to obtain electricity for the operation of Permittee's Facilities with such electricity being paid directly to the service utility company by Permittee.

4.2 Maintenance and Repair. Permittee shall, at Permittee's sole cost and expense, perform all maintenance and repairs reasonably needed to maintain the Facilities in good condition and appearance, and in compliance with all applicable Laws. In the event any part of the Facilities requires replacement because such part cannot be repaired, Permittee shall, at Permittee's sole cost and expense, replace the irreparable part of the Facilities.

4.3 Repair of ROW. Permittee shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities to the extent caused by Permittee's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Facilities in the City's ROW ("Permittee's Activities"). Permittee shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. Permittee's obligations under this Section 4.3 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by Permittee to the City.

4.4 Bond. Permittee shall provide a bond in an amount determined by the City to represent the reasonable estimated cost of Permittee's obligations under Sections 3 and 4 of this Agreement, which the City may require Permittee to increase from time to time to reflect the reasonable estimated cost of performing such obligations, to secure performance of Permittee's obligations under Sections 3 and 4.

ARTICLE 5

TAXES

5.1 Taxes. Permittee agrees that it will be solely responsible for the payment of any and all lawful taxes, fees and assessments levied on its use and maintenance of the Facilities. Pursuant to Section 107.6 of the California Revenue and Taxation Code, the City hereby advises, and

Permittee recognizes and understands, that Permittee's use of the City's ROW may create a possessory interest subject to real property taxation and that Permittee may be subject to the payment of real property taxes levied on such interest. Permittee will cooperate with the San Mateo County Assessor in providing any information necessary for the Assessor to make a property tax determination. Permittee reserves the right to challenge any such assessment.

ARTICLE 6 INDEMNIFICATION

6.1 **Indemnity.** Permittee shall indemnify, defend, and hold harmless the City, its councilmembers, officers, employees, and agents, from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent caused directly or proximately, in whole or in part, by the negligence or willful misconduct of the Permittee, its directors, officers, employees, agents, contractors, subcontractors and representatives, arising in whole or in part, from the Permittee's negligent construction, installation, operation, maintenance or repair of Permittee's Facilities, except to the extent arising from or caused by the negligence or willful misconduct of the City, its councilmembers, officers, employees, agents, or contractors. The City shall promptly notify Permittee of any claim, action or proceeding covered by this Section 6.1. Permittee will in no event be liable for indirect, punitive, or consequential damages. The Permittee shall promptly advise the City of all known claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, from the negligent construction, maintenance, repair, replacement, operation, presence, use or removal of Licensee Facilities.

6.2 **Limitation of City's Liability.** The City will be liable only for the cost of repair to damaged portions of the Permittee's Facilities arising from the negligence or willful misconduct of City, its councilmembers, officers, employees, agents, or contractors.

6.3 Notwithstanding any provision to the contrary, in no event shall either party be liable to the other in contract, tort, under any statute, warranty, provision of indemnity or otherwise, for any special, indirect, incidental, or consequential, punitive, or exemplary damages suffered by the other party or any customer or third party or any other person for lost profits or other business interruption damages of that party's customers, advertisers, users, clients, licensees, or any other person, firm, or entity, and the parties agree to indemnify and hold each other harmless in such regard.

ARTICLE 7 INSURANCE

7.1 **Minimum Insurance Requirements.** Permittee shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Article.

(a) **Minimum Insurance.** Permittee shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Commercial General Liability Insurance, with limits of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, death, loss and property damage resulting from wrongful or negligent acts by Permittee. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The required limits may be met by any combination of primary and excess or umbrella insurance.

(ii) **Automobile Liability:** A policy or policies of Commercial Vehicle Liability Insurance covering personal injury and property damage, with limits of \$1,000,000 combined single limit per accident for bodily injury and property damage covering any vehicle utilized by Permittee in performing the work covered by this Agreement.

(iii) **Workers' Compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident/ per disease, per employee/ per disease, policy limits.

(b) **Deductibles and Self-Insured Retentions.** Permittee shall declare any self insured retention to City on any required coverage.

(c) **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

(i) **General Liability and Automobile Liability Coverage.**

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the "Insureds") shall be included as additional insureds on all required insurance policies, except for Workers' Compensation and Employer's Liability policies.

(2) Permittee's required insurance coverage shall be primary insurance as respects the Insureds with respect to the matters covered by this Agreement. Any insurance or self-insurance maintained by the Insureds shall be in excess of Permittee's required insurance and shall not contribute with it.

(3) Any failure of Permittee to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insureds.

(4) Permittee's insurance shall apply separately to each of the Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each of the Insureds is subject to all policy terms and conditions and has an obligation, as an Insured, to report claims made against them to the insurance carrier.

(ii) **Worker's Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Insureds for losses arising from work performed by Permittee in the City's ROW.

(iii) Permittee shall provide at least thirty (30) days' prior written notice to the City of cancellation of any required coverage that is not replaced.

(d) **Acceptability of Insurers.** Insurance shall be placed with insurers with an A.M. Best rating of no less than A-:VII.

(e) **Verification of Coverage.** Permittee shall furnish the City Attorney's Office with certificates of insurance required by this Article 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

Secondary Parties. In the event Permittee hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, replace, repair or maintain the Facilities, Permittee shall require the Secondary Parties to obtain and maintain insurance similar in form and substance with reasonable and prudent limits.

7.3 Notwithstanding the foregoing, Permittee shall have the right to self-insure the coverages required in this section. In the event Permittee elects to self-insure its obligation to include City as an additional insured, the following additional provisions shall apply:

(i) City shall promptly and no later than thirty (30) days after notice thereof provide Permittee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Permittee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Permittee; and

(iii) City shall fully cooperate with Permittee in the defense of the claim, demand, lawsuit, or the like.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 **No Waiver.** The parties do not intend, and nothing in this Agreement shall be interpreted as, a waiver of any of Permittee's rights under state and/or federal law, including, but not limited to, Public Utilities Code section 7901 and 7901.1 and Government Code section 50030.

8.2 **Nonexclusive Use.** Permittee acknowledges that this Agreement does not provide Permittee with exclusive use of the City's ROW or any municipal facility and that City retains the right to permit other providers of communications services to install equipment or devices in the City's ROW and on municipal facilities provided any such equipment or devices permitted after installation of Permittee's Facilities does not interfere with Permittee's Facilities. Permittee acknowledges that the City may make information available to other providers of communications services concerning the presence or planned deployment of the Facilities in the City's ROW. Applications received by the City regarding the same Pole or location will be processed by the City on a first-come, first-served basis. First-come, first-served priority shall be determined according to the Applicant who is determined to have first submitted a complete Application.

8.3 **Lapse of Application.** Authorization or approval to the Permittee to attach to City Poles shall terminate without further notice to the Permittee should the Permittee fail to commence construction of Permittee's Facilities to the Pole within one hundred eight days (180) of issuance of an encroachment permit.

8.4 **Prior Permits.** All of the terms and conditions of this Agreement shall apply retroactively to any and all work performed by Permittee under Permits issued by the City to Permittee prior to the Effective Date of this Agreement; prior Permits include but are not limited to: (1) UTIL-10-14-579114 located at Geneva Ave & Pasadena St.

8.5 **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and personally served or transmitted through first class United States mail, or by private delivery systems, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of Daly City
Attn: City Manager
333 90th Street
Daly City, CA 94015

With a copy to:
Rose Zimmerman
City Attorney
333 90th Street – 3rd Floor
Daly City, CA 94015

Permittee: CROWN CASTLE FIBER, LLC
C/o Crown Castle
Attn: Ken Simon, General Counsel
Re: MLA; Daly City, CA
2000 Corporate Drive
Canonsburg, PA 15317-8564

With a copy to: CROWN CASTLE FIBER, LLC
C/o Crown Castle
Attn: Small Cell Contracts Administration
Re: MLA; Daly City, CA
2000 Corporate Drive
Canonsburg, PA 15317-8564

Any notice required or provided for under this Agreement shall be deemed served at the time of personal service. Mailed notices will be deemed served as of the day of receipt.

8.6 **Transfers.** Permittee shall provide thirty (30) days' prior written notice to the City prior to any transfer of any part of the Facilities to a third party. An assignment shall not be effective

until the proposed transferee agrees in writing to comply with and be subject to all the terms and conditions of this Agreement and the Code. Without limiting any provision in this Agreement to the contrary, Permittee may in the ordinary course of its business and without the prior written consent of or notice to the City: (a) lease the Facilities, or any portion thereof, to another person; (b) grant an indefeasible right of user interest in the Facilities or any portion thereof to another person; or (c) offer or provide capacity or bandwidth from the Facilities to another person; (d) assign any contract to any entity which controls, is controlled by or which is under common control with Permittee or to any entity acquiring all or substantially all of the assets of Permittee provided that whether Permittee does any of these three things listed in (a) – (c) of this section, it or one of its affiliates must at all times retain exclusive control over the Facilities and remain responsible for locating, servicing, repairing, maintaining, replacing, relocating, or removing the Facilities pursuant to the provisions of this Agreement.

8.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.

8.8 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof, are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

8.9 Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

8.10 Governing Law. This Agreement shall be interpreted and enforced according to, and the parties rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement shall occur in the federal court with jurisdiction over the City of Daly City or the state courts located in San Mateo County, California.

8.11 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination, indemnification, limits of liability, and waiver shall survive termination of this Agreement.

8.12 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

8.13 Drafting. The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each party to this Agreement waives the effect of such statute.

8.14 Execution in Counterparts. This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

8.15 Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

8.16 Dispute Resolution.

(a) **Good Faith Participation.** Prior to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through the upper management escalation and non-binding mediation processes set forth herein. Good faith participation in these processes shall be a condition precedent to any litigation. All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state's rules of evidence.

(b) **Upper Management Escalation and Mediation.** Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management and, thereafter, representatives of both Parties with authority to settle the dispute shall meet at a mutually acceptable time and place within fourteen (14) business days after receipt of such notice, and thereafter as often as reasonably deemed necessary, to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) business days of receipt of the disputing Party's notice, or if the Parties fail to meet within fourteen (14) business days, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either Party may initiate litigation.

(c) **Enforcement.** The parties regard the aforesaid obligation to escalate to upper management and mediate as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either Party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date stated in the introductory clause.

City of Daly City, a municipal corporation Permittee

By: _____
Shawwna Maltbie
City Manager

Crown Castle Fiber LLC,
a New York limited liability company

By: Crown Castle Fiber LLC
Its: Manager

By: Amanda Yetter

Name: Amanda Yetter

Title: Interim Director Contract Mgmt

Date: 9-5-19

ATTEST:

City Clerk

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Rose Zimmerman
City Attorney



City Council Agenda Report

Item # _____

Meeting Date: September 23rd, 2019

Subject: SET TIME AND PLACE FOR PUBLIC HEARING ON PROPOSED ADOPTION OF NEW MODEL FIRE CODE ADOPTED BY THE STATE OF CALIFORNIA

Recommended Action

Set time and place for a Public Hearing on October 28th, 2019, to consider the adoption of the new California Code of Regulations Title 24, Part 9, model codes with local amendments, the 2018 International Fire Code and the 2019 California Fire Code.

Background

The State of California has adopted new Fire Codes that take effect on January 1, 2020. The City of Daly City, to remain consistent with State law, is amending its codes to parallel the State Codes, as well as enacting local amendments.

Discussion

The State of California has adopted 2018 International Fire Model Codes published by the International Code Council and has made amendments which are known as the Title 24, Part 9, California Code of Regulations consisting of the 2019 California Fire Code.

Per state law, the new Code will become effective on January 1st, 2020.

Fiscal Impact

The new code will require staff to purchase additional publications and attend training which has been accounted for in the existing budget.

Summary/Conclusion

Staff is recommending that the City Council set time and place for a public hearing on October 28th, 2019, to consider the adoption of the new California Code of Regulations Title 24, Part 9, and the 2019 California Fire Codes with local amendments.

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

Respectfully submitted,

Barry Biermann
Deputy Fire Chief/Fire Marshal

Ron D. Myers
Fire Chief



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: City of Daly City 10-Year Water System Master Plan

Recommended Action

City Council authorize staff to contract with Brown and Caldwell to develop a 10-Year Water System Master Plan.

Background/Discussion

The capital projects outlined in the existing Water System Master Plan, developed over 20 years ago, have been completed and the City Council provided funding in the current biennial capital budget for a new water system master plan. Staff sent Request-for-Proposals (RFP) for a new 10-Year Water System Master Plan to five engineering firms on July 23, 2019 with a deadline to submit a proposal by August 23, 2019. One firm, Brown and Caldwell, provided a proposal. The proposal was reviewed by staff and judged on these factors; the experience of the firm, qualifications of the personnel involved, comprehensiveness and quality of the work plan, and responsiveness to the time frame. The Brown and Caldwell proposal is responsive and meets well the factors listed above. The proposal cost is \$287,451.

Fiscal Impact

Sufficient funds are available in Water Fund 41-385-706-4534 to provide for this action.

Summary/Conclusion

City Council authorize staff to contract with Brown and Caldwell to develop a 10-Year Water System Master Plan.

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

Respectfully submitted,

Joshua Cosgrove
P&E Maintenance Manager

Thomas J. Piccolotti
Director of Water and Wastewater Resources



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: Accept Donated Funds for the 2nd Annual Love Not Hate: Welcoming All Community Event

Recommended Action

Approve the use of any donated funds for the 2nd Annual Love Not Hate: Welcoming All Community Event scheduled for October 19, 2019.

Background

The City of Daly City is hosting its 2nd Annual Love Not Hate: Welcoming All Community Event on October 19, 2019. In addition to live performances and informational tables, this year's event will include a barbeque lunch prepared by the Department of Water & Wastewater Resources and giveaways.

Discussion

Local businesses have expressed their interest in supporting this community event that highlights and celebrates the incredible diversity of Daly City's population. Any donated funds will be used towards entertainment, food, supplies and giveaways.

Fiscal Impact

Absent any donated funds, funds are available from the City Manager's operating budget for Special Events.

Summary/Conclusion

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

Respectfully submitted,

Shawna Maltbie
City Manager



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: Set Time and Place for Public Hearing on Proposed Adoption of New Model Codes Adopted by the State of California.

Recommended Action

Set time and place for a Public Hearing on October 28, 2019, to consider the adoption of the new California Code of Regulations Title 24 model codes with local amendments, the 2018 International Property Maintenance Code.

Background

The State of California has adopted new building codes that take effect January 1, 2020. The City of Daly City, in an effort to remain consistent with State law, is amending its codes to parallel the State codes as well as enacting local amendments.

Discussion

The State of California has adopted 2018 International Building, Residential and Fire Model Codes published by the International Code Council, the Uniform Plumbing and Mechanical Model Code published by I.A.P.M.O., plus the 2016 National Electric Code published by National Fire Protection Association, and has made amendments which are known as the Title 24 - California Code of Regulations consisting of:

- 2019 California Administrative Code Part 1
- 2019 California Building Code part 2 volumes 1 and 2
- 2019 California Building Code Volume 2 Part 10
- 2019 California Residential Code part 2.5
- 2019 California Electrical Code part 3
- 2019 California Mechanical Code part 4
- 2016 California Plumbing Code part 5
- 2019 California Green Building Standards Code (Calgreen) part 11.

Also required is to retain the adoption of the 2018 International Property Maintenance Code.

Per state law, the new Code will become effective January 1, 2020.

City Council Agenda Report

**Subject: Set Time and Place for Public Hearing on Proposed Adoption of New Model Codes
as Adopted by the State of California**

Meeting Date: September 23, 2019

Page 2 of 2

Summary/Conclusion

Staff is recommending that the City Council set time and place for a Public Hearing October 28, 2019, to consider the adoption of the new California Code of Regulations Title 24 model codes with local amendments, and the 2018 International Property Maintenance Code with the International Existing Building Code as reference.

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

Respectfully submitted,



Valentino J. Mandapat
Chief Building Supervisor / Building Official



Tatum Mothershead
Director of Economic and Community
Development



City Council Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: Approval of the Subdivision Improvement Agreement Between the City of Daly City and City Ventures Homebuilding, LLC and Approval of the Final Map SUB-4-17-12723 for The Juniper project

Recommended Action

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

1. Approve The Juniper Subdivision Improvement Agreement (SIA) between the City of Daly City and City Ventures Homebuilding, LLC, hereinafter called the Subdivider; and
2. Approve the Final Map SUB-4-17-12723 for The Juniper and accept all “right-of-way easements”, “emergency vehicle access easements”, “public access easements”, “sidewalk easements”, “community room parking easements”, “water meter easements”, and “public service utility easements”.

Background

The Juniper is a 75-unit residential condominium development with two commercial condominium units and a community room condominium unit on a 3.2-acre property. The resulting project density would be 23 dwelling units per acre and is consistent with the site’s Residential – Medium Density and Commercial – Mixed-Use zoning designations.

At the regularly scheduled Planning Commission meeting on February 6, 2018, the Planning Commission recommended for approval by the City Council, Major Subdivision SUB-4-17-12723, determined a mitigated Negative Declaration was the appropriate level of environmental review pursuant to the requirements of the California Environmental Quality Act (CEQA), and approved the Conditions of Approval as amended for the condominium subdivision at the old Serra Bowl site at 3301 Junipero Serra Blvd previously Serra Station, now The Juniper.

At the regularly scheduled City Council meeting on January 14, 2019, the City Council approved the mitigated negative declaration CEQA-4-17-12725, the General Plan Amendment GPA-4-17-12720, Planned Development PD-4-17-12721, Major Subdivision SUB-4-17-12723, Use Permit UPR-4-17-12722 and Design Review DR-4-17-12724, subject to the project’s Conditions of Approval. The approved project included site changes that addressed concerns raised during an earlier March 2018 City Council meeting which were resolved through two subsequent Council Committee meetings that took place on April 27, 2018 and on August 30, 2018. The changes included the removal of the smaller triangle parcel at the corner of B Street and Hill Street, now designated “not a part” of the project, with the City also agreeing to pursue vacation of the B Street right-of-way. Also, at the Council’s request, the approved project provided a 1,050 square foot community room to be granted to the City.

Discussion

The subdivision of real property and requirement to prepare Vesting 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. The Vesting Tentative Map for The Juniper (formerly Serra Station) is set to expire on January 14, 2021.

The Subdivider has requested approval of Final Map SUB-4-17-12723 prior to completion of the subdivision improvements associated with the project. To ensure that the improvements necessary to serve the townhome-style condominiums in the subdivision are constructed, the California Subdivision Map Act requires the City to execute a bonded agreement with the Subdivider ensuring completion of these required improvements.

The attached SIA requires the Subdivider to complete all subdivision improvements including the street, sidewalks, lighting, landscaping, utilities, and joint trench at the developer's sole expense. The SIA requires the posting of securities, sets a schedule for completion of all work, establishes a warranty period, requires the Subdivider to indemnify and defend the City from all claims arising from the work, and contains remedies to be utilized in the event of a default in performance by the Subdivider.

Easements offered and proposed to be accepted by the City are the following:

- Right-of-Way Easement (ROWE) – for vehicle access at the B Street turnaround;
- Emergency Vehicle Access Easement (EVAE) – for emergency vehicle access along all private streets;
- Public Access Easement (PAE) – for ingress/egress and access to surface parking spaces provided for the community room;
- Sidewalk Easement (SWE) – for sidewalk at B street turnaround and for the curb ramp at the corner of Hill Street/D Street and for the future curb ramp at the corner of Junipero Serra Boulevard/D Street;
- Community Room Parking Easement (CRPE) – for community room surface parking spaces;
- Water Meter Easement (WME) – for two master water meters at B Street and at D Street; and
- Public Service Utility Easement (PSUE) – for PG&E electrical and transformers.

Two driveway access points for the development will be provided from D street, with the driveway closest to Junipero Serra Boulevard being ingress only. An emergency vehicle access is also provided along B Street.

All streets within the subdivision will be privately owned and maintained. The landscape improvements along the property frontages will be maintained by the property owners. Water service is provided by California Water Service and the water system will be private with master meters located along B Street and D Street within public water meter easements. The sanitary sewer

system will also be private and will gravity flow to the North San Mateo County Sanitation District's sanitary sewer system on D Street. The storm drain collection and detention system for the development will be private and will overflow onto B Street and Hill Street to be collected by Daly City's storm drain system.

The 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. The SIA and the Final Map have been reviewed and found to be in substantial conformance with the Vesting Tentative Map, the California Subdivision Map Act, and Title 16 of the Municipal Code. Adoption of the resolution will approve the execution of the Subdivision Improvement Agreement and recordation of the Final Map.

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
- Affordable Housing impact fees
- California Water Services fees
- DWWF fees
- AB-1600 fees

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

Summary/Conclusion

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

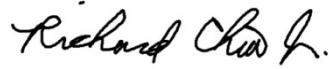
It is recommended that the City Council adopt a resolution to:

1. Approve The Juniper Subdivision Improvement Agreement (SIA) between the City of Daly City and City Ventures Homebuilding, LLC; and
2. Approve the Final Map SUB-4-17-12723 for The Juniper and accept all "right-of-way easements", "emergency vehicle access easements", "public access easements", "sidewalk easements", "community room parking easements", "water meter easements", and "public service utility easements".

Respectfully submitted,

A handwritten signature in black ink, consisting of stylized, overlapping loops and a long horizontal stroke at the end.

Jimmy Fu, P.E.
Civil Engineering Associate

A handwritten signature in black ink, written in a cursive style that reads "Richard Chiu, Jr.".

Richard Chiu, Jr., P.E.
Director of Public Works

Attachments: Attachment 1 – The Juniper SIA
Attachment 2 – Final Map SUB-4-17-12723

OWNERS' STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS A RIGHT OF WAY EASEMENT FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS RIGHT-OF-WAY EASEMENT (ROWE).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS EMERGENCY VEHICLE ACCESS EASEMENT (EVAE) FOR ACCESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS PUBLIC ACCESS EASEMENT (PAE) FOR PUBLIC PEDESTRIAN AND VEHICLE ACCESS, INCLUDING RIGHTS OF INGRESS AND EGRESS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS SIDEWALK EASEMENT (SWE) FOR PUBLIC PEDESTRIAN ACCESS, INCLUDING RIGHTS OF INGRESS AND EGRESS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR COMMUNITY ROOM PARKING PURPOSES: THE AREAS DESIGNATED AS COMMUNITY ROOM PARKING EASEMENT (CRPE) FOR PUBLIC PARKING ASSOCIATED WITH USE OF THE COMMUNITY ROOM, DURING COMMUNITY ROOM OPERATIONAL HOURS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC WATER METER PURPOSES, TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR, RENEW, REPLACE, OPERATE, AND USE WATER METERS AND APPURTENANCES, UNDER, UPON AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS WATER METER EASEMENT, (WME). SAID EASEMENTS TO BE KEPT CLEAR AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT LAWFUL SURFACE PAVEMENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS PUBLIC SERVICE UTILITY EASEMENT (PSUE) FOR INSTALLATION, CONSTRUCTION AND MAINTENANCE OF UNDERGROUND UTILITY STRUCTURES AND ALL RELATED APPURTENANCES, INCLUDING THE RIGHT OF ACCESS FOR MAINTENANCE OF SAID UTILITIES.

THE REAL PROPERTY DESIGNATED AS BAYANI STREET, SILANG STREET, MAKIBAKA WAY AND MABUHAY WAY ARE RESERVED AS PRIVATE STREETS TO BE RESERVED BY THE OWNER FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT. MAINTENANCE OF THE PRIVATE STREETS SHALL BE THE RESPONSIBILITY OF A HOMEOWNERS ASSOCIATION.

CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: [Signature]
NAME: Mark Buckland
TITLE: authorized signatory

OWNERS' ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF Orange } SS

ON THIS 13 DAY OF September, 2019, BEFORE ME, Ashley Schroeder
A NOTARY PUBLIC, PERSONALLY APPEARED Mark Buckland

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(~~S~~) WHOSE NAME(~~S~~) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/IT/WE~~ EXECUTED THE SAME IN HIS/~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS/~~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:

SIGNATURE [Signature]
NOTARY PUBLIC IN AND FOR SAID STATE
Ashley Schroeder
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS
IN Orange COUNTY
MY COMMISSION NO. 2204632
MY COMMISSION EXPIRES JULY 13, 2021

GEOTECHNICAL REPORT

A GEOTECHNICAL REPORT ENTITLED "GEOTECHNICAL INVESTIGATION ON PROPOSED RESIDENTIAL DEVELOPMENT AT THE JUNIPER" AND DATED 3/26/19 WAS PREPARED BY QUANTUM GEOTECHNICAL, INC., PROJECT NO. C022.G WHICH HAS BEEN FILED WITH THE CITY OF DALY CITY.

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF DALY CITY AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ 2019, DULY APPROVED THE HEREIN FINAL MAP OF THE JUNIPER, SUBDIVISION SUB-4-17-12723 AS SHOWN HEREON, AND DID ALSO ACCEPT, SUBJECT TO IMPROVEMENTS ON BEHALF OF THE PUBLIC, THE DEDICATION OF THAT AREA OF LAND DESIGNATED AS RIGHT-OF-WAY EASEMENT (ROWE), THE EMERGENCY VEHICLE ACCESS EASEMENT (EVAE), THE PUBLIC ACCESS EASEMENT (PAE), THE SIDEWALK EASEMENT (SWE), THE COMMUNITY ROOM PARKING EASEMENT (CRPE), THE WATER METER EASEMENT (WME), AND THE PUBLIC SERVICE UTILITY EASEMENT (PSUE), ALL SHOWN HEREON DEDICATED FOR PUBLIC PURPOSES.

K. ANNETTE HIPONA
CITY CLERK OF DALY CITY

DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP OF THE JUNIPER, SUBDIVISION SUB-4-17-12723, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT ACRPEARED ON THE APPROVED VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE VESTING TENTATIVE MAP HAVE BEEN COMPLIED WITH.

KEVIN FEHR, R.C.E. 78518
CITY ENGINEER OF DALY CITY

DATE

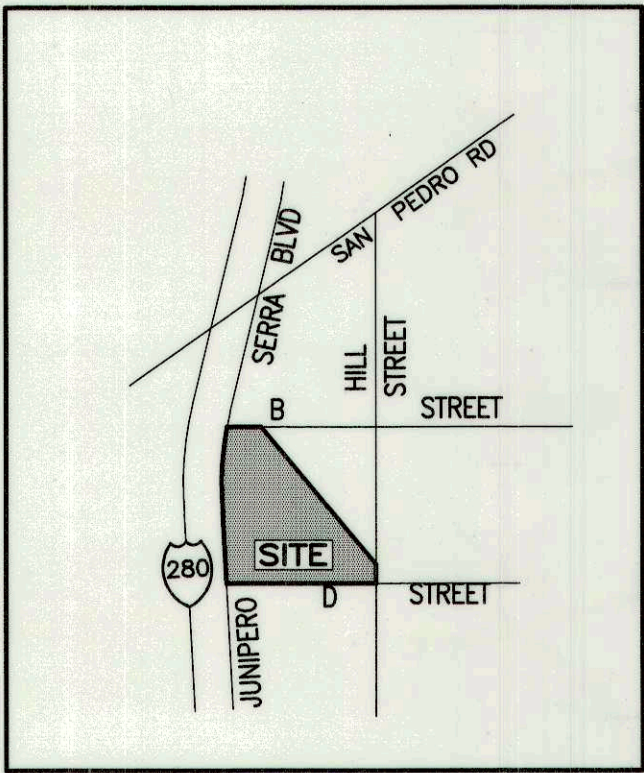


CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP OF THE JUNIPER, SUBDIVISION SUB-4-17-12723, WAS EXAMINED BY ME, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

ANNE-SOPHIE TRUONG P.L.S. 8998
ACTING CITY SURVEYOR OF DALY CITY

DATE



VICINITY MAP
N.T.S.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CITY VENTURES HOMEBUILDING, LLC, ON FEBRUARY 22, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2020; AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP.

E.L. Reynolds
EDWARD L. REYNOLDS
L.S. 7725

9/13/19
DATE



COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____, IN BOOK _____ OF MAPS AT PAGES _____, SAN MATEO COUNTY RECORDS, AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

FEE: \$ _____ FILE NO. _____

MARK CHURCH, COUNTY RECORDER
SAN MATEO COUNTY, CALIFORNIA

BY: _____
COUNTY RECORDER

SEE SHEET 2 FOR BENEFICIARY STATEMENT AND BENEFICIARY ACKNOWLEDGMENT

THE JUNIPER

SUB-4-17-12723

A SUBDIVISION FOR RESIDENTIAL AND COMMERCIAL CONDOMINIUMS, AND COMMUNITY ROOM PURPOSES

75 RESIDENTIAL UNITS, 2 COMMERCIAL CONDOMINIUMS, AND 1 COMMUNITY ROOM. BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LOTS 1 THROUGH 3, 8, 9, AND ALL OF LOT 7 OF BLOCK 2; TOGETHER WITH PORTIONS OF LOTS 1, 5, 11, AND ALL OF LOTS 2 THROUGH 4 AND LOTS 7 THROUGH 10 OF BLOCK 3, AS SHOWN ON "MAP OF THE LANDS OF THE CITY EXTENSION HOMESTEAD ASSOCIATION" RECORDED ON OCTOBER 15, 1870 IN BOOK D, PAGE 44, AND MORE PARTICULARLY SHOWN ON A REVERSION OF SAID MAP RECORDED MARCH 8, 1957 IN VOLUME 47, PAGE 9; TOGETHER WITH PORTION OF "C" STREET AS DESCRIBED BY RESOLUTION NO. 12003 RECORDED JULY 9, 1957 IN VOLUME 3245, PAGE 602. EXCEPTING THEREFROM, PORTION OF THAT CERTAIN STRIP OF LAND, 132 FEET IN WIDTH, AS DESCRIBED IN A DEED TO THE SPRING VALLEY WATER COMPANY RECORDED JULY 5, 1907 IN BOOK 135, PAGE 336; TOGETHER WITH PORTION OF SAN PEDRO AVENUE MORE PARTICULARLY BEING PARCEL 2 AND PARCEL 3 AS DESCRIBED BY RESOLUTION RECORDED OCTOBER 2, 1936 IN BOOK 704, PAGE 487. ALL SAID REFERENCES BEING OFFICIAL RECORDS OF SAN MATEO COUNTY.

IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA



LAND PLANNING & SURVEYING
6 ORCHARD, SUITE 200
LAKE FOREST, CALIFORNIA 92610
CONSULTING, INC. (949)916-3800 WWW.CVC-INC.NET
SEPTEMBER 2019 SHEET 1 OF 5

BENEFICIARY STATEMENT

WELLS FARGO BANK, NATIONAL ASSOCIATION BENEFICIARY UNDER CONSTRUCTION DEED OF TRUST RECORDED AUGUST 30, 2019 AS DOCUMENT NO. 2019-070310 OF OFFICIAL RECORDS, DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL SUBDIVISION MAP, AND JOINS IN ALL DEDICATIONS THEREON.

BY: [Signature]
NAME: John P. Wickenhiser
TITLE: Senior Vice President

BENEFICIARY ACKNOWLEDGMENT

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

STATE OF _____ }
COUNTY OF San Diego } SS

ON THIS 16th DAY OF September, 2019, BEFORE ME, K. Balderas
A NOTARY PUBLIC, PERSONALLY ACRPEARED John P. Wickenhiser

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE K. Balderas
NOTARY PUBLIC IN AND FOR SAID STATE
K. Balderas
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS
IN San Diego COUNTY
MY COMMISSION NO. 2161651
MY COMMISSION EXPIRES 07/31/2020

THE JUNIPER

SUB-4-17-12723

A SUBDIVISION FOR RESIDENTIAL AND COMMERCIAL CONDOMINIUMS, AND COMMUNITY ROOM PURPOSES

75 RESIDENTIAL UNITS, 2 COMMERCIAL CONDOMINIUMS, AND 1 COMMUNITY ROOM. BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LOTS 1 THROUGH 3, 8, 9, AND ALL OF LOT 7 OF BLOCK 2; TOGETHER WITH PORTIONS OF LOTS 1, 5, 11, AND ALL OF LOTS 2 THROUGH 4 AND LOTS 7 THROUGH 10 OF BLOCK 3, AS SHOWN ON "MAP OF THE LANDS OF THE CITY EXTENSION HOMESTEAD ASSOCIATION" RECORDED ON OCTOBER 15, 1870 IN BOOK D, PAGE 44, AND MORE PARTICULARLY SHOWN ON A REVERSION OF SAID MAP RECORDED MARCH 8, 1957 IN VOLUME 47, PAGE 9; TOGETHER WITH PORTION OF "C" STREET AS DESCRIBED BY RESOLUTION NO. 12003 RECORDED JULY 9, 1957 IN VOLUME 3245, PAGE 602. EXCEPTING THEREFROM, PORTION OF THAT CERTAIN STRIP OF LAND, 132 FEET IN WIDTH, AS DESCRIBED IN A DEED TO THE SPRING VALLEY WATER COMPANY RECORDED JULY 5, 1907 IN BOOK 135, PAGE 336; TOGETHER WITH PORTION OF SAN PEDRO AVENUE MORE PARTICULARLY BEING PARCEL 2 AND PARCEL 3 AS DESCRIBED BY RESOLUTION RECORDED OCTOBER 2, 1936 IN BOOK 704, PAGE 487. ALL SAID REFERENCES BEING OFFICIAL RECORDS OF SAN MATEO COUNTY.

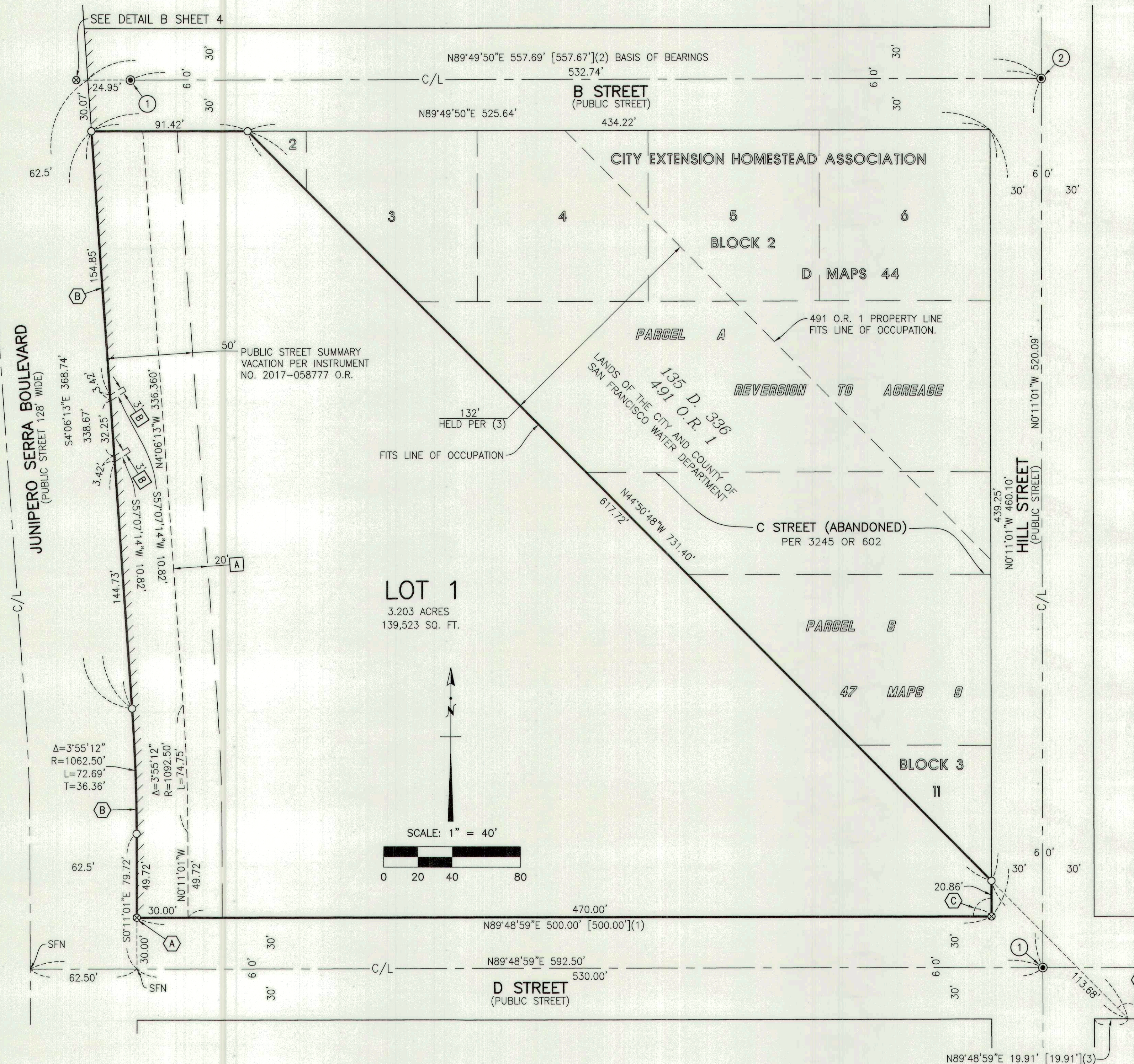
IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA



LAND PLANNING & SURVEYING
6 ORCHARD, SUITE 200
LAKE FOREST, CALIFORNIA 92610
(949)916-3800 WWW.CVC-INC.NET

SEPTEMBER 2019

SHEET 2 OF 5



BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE BEARING OF B STREET BEING NORTH 89°49'50" EAST AS SHOWN PER RECORD OF SURVEY, FILED IN BOOK 30 OF MAPS, PAGE 3, SAN MATEO COUNTY RECORDS.

MONUMENT NOTES

- (1) FD. 3/4" I.P. TAGGED "RE 9426", IN WELL MONUMENT, PER (2).
- (2) FD. BRASS DISK WITH PUNCHMARK, IN WELL MONUMENT, ORIGIN UNKNOWN.

EXISTING EASEMENT NOTES

- [A] INDICATES AN EASEMENT FOR PIPELINES IN FAVOR OF CALIFORNIA WATER SERVICE COMPANY, A CORPORATION, PER 3014 O.R. 308. SAID EASEMENT TO REMAIN.
- [B] INDICATES AN EASEMENT ANCHORS AND GUY WIRES IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, PER DOC. NO. 92-010099 O.R., AND CORRECTED PER DOC. NO. 92-093959 O.R.. SAID EASEMENT TO REMAIN.

ESTABLISHMENT NOTES

- [A] HELD SW. CORNER OF LOT 7 OF (1) PER RECORD DISTANCE OF 500.00' PER (1)
- [B] HELD E. LINE OF JUNIPERO SERRA BOULEVARD PER 3945 O.R. 602.
- [C] HELD RECORD ANGLE OF 90°0'0" PER (2)
- [D] HELD RECORD ANGLE OF 134°39'47" PER (3)

REFERENCES

- (1) MAP OF THE CITY EXTENSION HOMESTEAD ASSOCIATION, D M 44, SAN MATEO COUNTY RECORDS.
- (2) SAN MATEO COUNTY FIELD BOOK 716-1, PG 40 & 42
- (3) RECORD OF SURVEY, 10 RS 75.

[] INDICATES RECORD DIMENSION AS NOTED

LEGEND & ABBREVIATIONS

—————	DISTINCTIVE BORDER	C/L	CENTERLINE
— — — — —	CENTER LINE	EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
-----	EASEMENT	FD.	FOUND
-----	TIE LINE	I.P.	IRON PIPE
-----	ADJACENT LOT LINE	LT&T	LEAD, TACK, & TAG
-----	UNDERLYING LOT LINE	CRPE	COMMUNITY ROOM PARKING EASEMENT
-----	RIGHT-OF-WAY LINE	PSUE	PUBLIC SERVICE UTILITY EASEMENT
-----	INDICATES ACCESS RIGHTS RELEASED & RELINQUISHED IN FAVOR OF THE STATE OF CALIFORNIA PER 4580 O.R. 624 AND BOOK 6707 O.R. 448.	PAE	PUBLIC ACCESS EASEMENT
●	FD. MONUMENT IN WELL AS NOTED.	ROWE	RIGHT-OF-WAY EASEMENT
○	SET 3/4" I.P., TAGGED "L.S. 7725"	(R)	RADIAL BEARING
●	SET LT&T STAMPED "L.S. 7725"	SFN	SEARCHED, FOUND NOTHING
		SWE	SIDEWALK EASEMENT
		WME	WATER METER EASEMENT

THE JUNIPER

SUB-4-17-12723

A SUBDIVISION FOR RESIDENTIAL AND COMMERCIAL CONDOMINIUMS, AND COMMUNITY ROOM PURPOSES

75 RESIDENTIAL UNITS, 2 COMMERCIAL CONDOMINIUMS, AND 1 COMMUNITY ROOM. BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LOTS 1 THROUGH 3, 8, 9, AND ALL OF LOT 7 OF BLOCK 2; TOGETHER WITH PORTIONS OF LOTS 1, 5, 11, AND ALL OF LOTS 2 THROUGH 4 AND LOTS 7 THROUGH 10 OF BLOCK 3, AS SHOWN ON "MAP OF THE LANDS OF THE CITY EXTENSION HOMESTEAD ASSOCIATION" RECORDED ON OCTOBER 15, 1870 IN BOOK D, PAGE 44, AND MORE PARTICULARLY SHOWN ON A REVERSION OF SAID MAP RECORDED MARCH 8, 1957 IN VOLUME 47, PAGE 9; TOGETHER WITH PORTION OF "C" STREET AS DESCRIBED BY RESOLUTION NO. 12003 RECORDED JULY 9, 1957 IN VOLUME 3245, PAGE 602. EXCEPTING THEREFROM, PORTION OF THAT CERTAIN STRIP OF LAND, 132 FEET IN WIDTH, AS DESCRIBED IN A DEED TO THE SPRING VALLEY WATER COMPANY RECORDED JULY 5, 1907 IN BOOK 135, PAGE 336; TOGETHER WITH PORTION OF SAN PEDRO AVENUE MORE PARTICULARLY BEING PARCEL 2 AND PARCEL 3 AS DESCRIBED BY RESOLUTION RECORDED OCTOBER 2, 1936 IN BOOK 704, PAGE 487. ALL SAID REFERENCES BEING OFFICIAL RECORDS OF SAN MATEO COUNTY.

IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

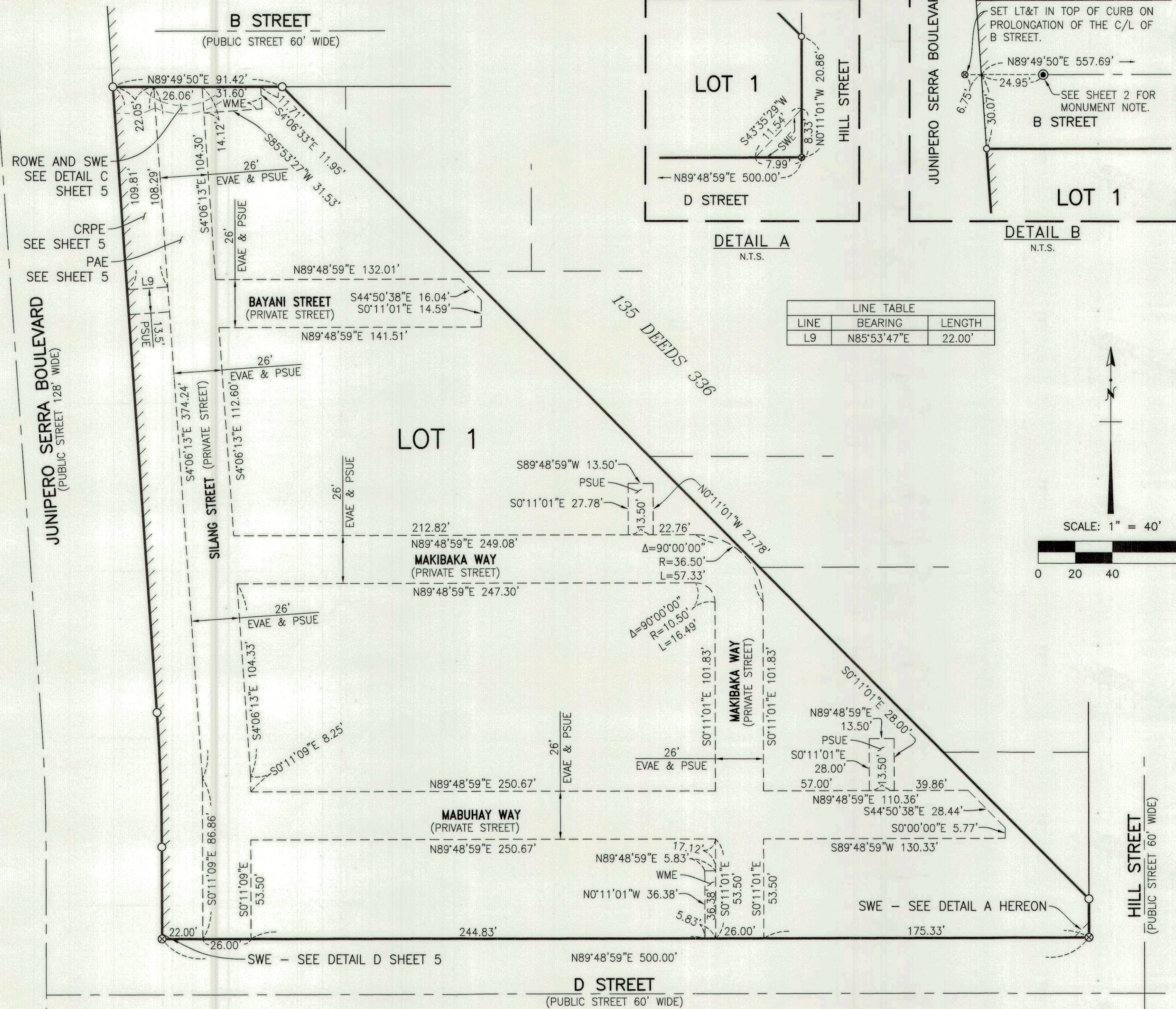


LAND PLANNING & SURVEYING
6 ORCHARD, SUITE 200
LAKE FOREST, CALIFORNIA 92610

CONSULTING, INC. (949)916-3800 WWW.CVC-INC.NET

SEPTEMBER 2019

SHEET 3 OF 5



THE JUNIPER

SUB-4-17-12723

A SUBDIVISION FOR RESIDENTIAL AND COMMERCIAL CONDOMINIUMS, AND COMMUNITY ROOM PURPOSES

75 RESIDENTIAL UNITS, 2 COMMERCIAL CONDOMINIUMS, AND 1 COMMUNITY ROOM. BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LOTS 1 THROUGH 3, 8, 9, AND ALL OF LOT 7 OF BLOCK 2; TOGETHER WITH PORTIONS OF LOTS 1, 5, 11, AND ALL OF LOTS 2 THROUGH 4 AND LOTS 7 THROUGH 10 OF BLOCK 3, AS SHOWN ON "MAP OF THE LANDS OF THE CITY EXTENSION HOMESTEAD ASSOCIATION" RECORDED ON OCTOBER 15, 1870 IN BOOK D, PAGE 44, AND MORE PARTICULARLY SHOWN ON A REVERSION OF SAID MAP RECORDED MARCH 8, 1957 IN VOLUME 47, PAGE 9; TOGETHER WITH PORTION OF "C" STREET AS DESCRIBED BY RESOLUTION NO. 12003 RECORDED JULY 9, 1957 IN VOLUME 3245, PAGE 602. EXCEPTING THEREFROM, PORTION OF THAT CERTAIN STRIP OF LAND, 132 FEET IN WIDTH, AS DESCRIBED IN A DEED TO THE SPRING VALLEY WATER COMPANY RECORDED JULY 5, 1907 IN BOOK 135, PAGE 336; TOGETHER WITH PORTION OF SAN PEDRO AVENUE MORE PARTICULARLY BEING PARCEL 2 AND PARCEL 3 AS DESCRIBED BY RESOLUTION RECORDED OCTOBER 2, 1936 IN BOOK 704, PAGE 487. ALL SAID REFERENCES BEING OFFICIAL RECORDS OF SAN MATEO COUNTY.

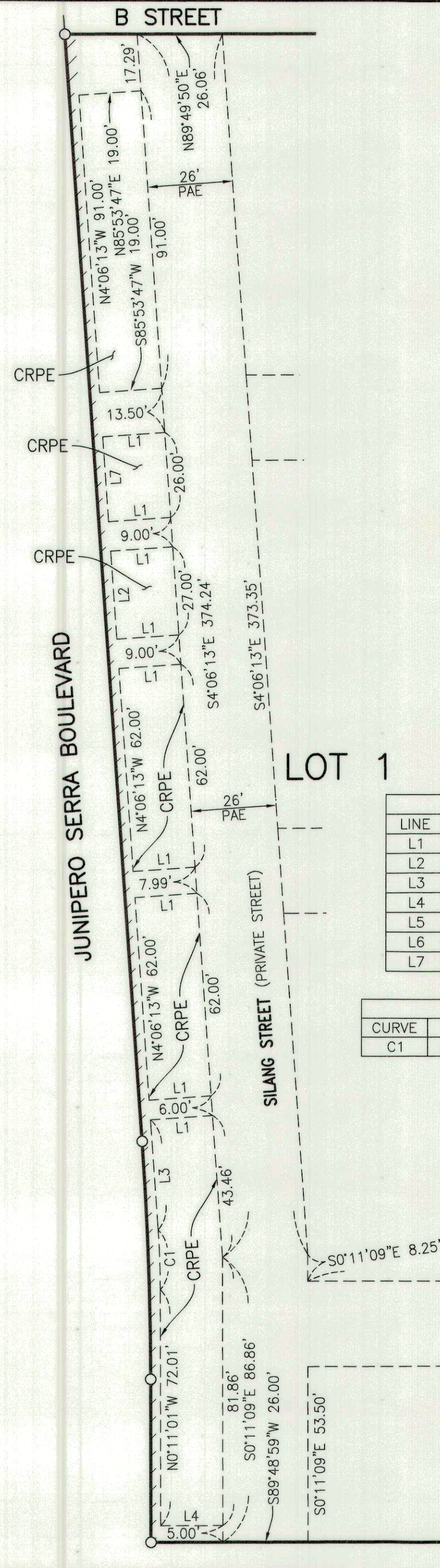
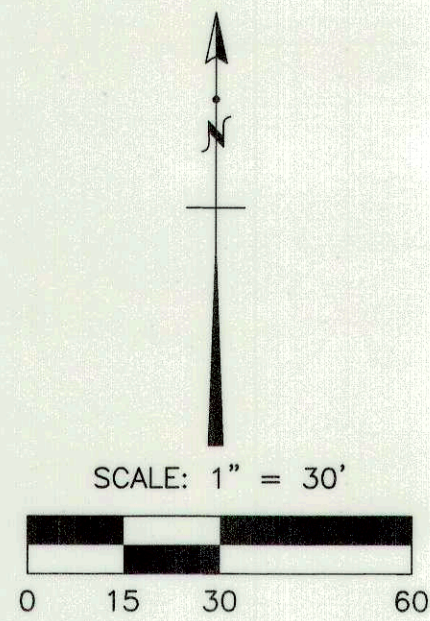
IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA



CONSULTING, INC. (949)916-3800 WWW.CVC-INC.NET

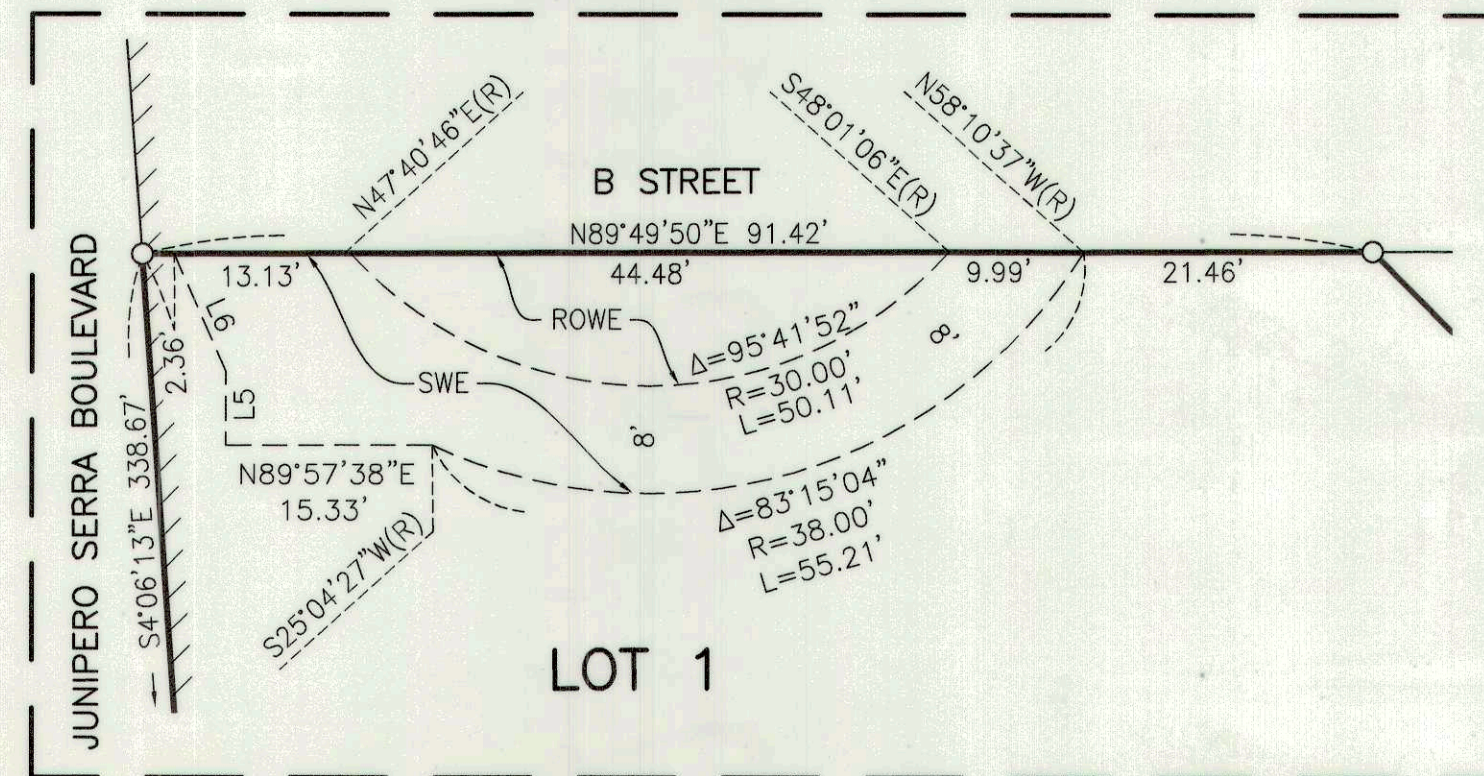
SEPTEMBER 2019

SHEET 4 OF 5

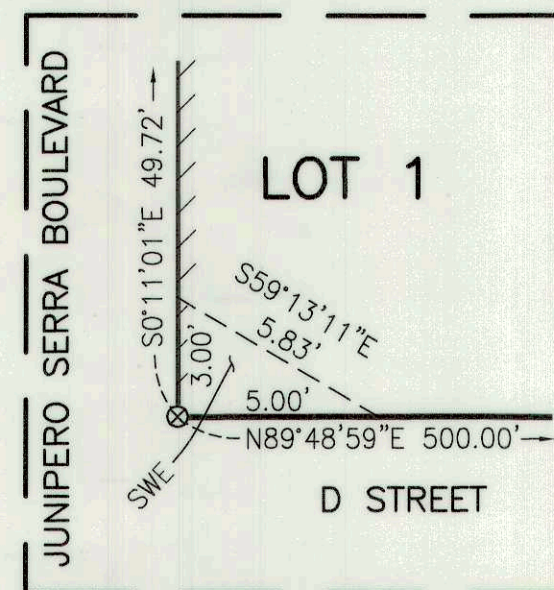


LINE TABLE		
LINE	BEARING	LENGTH
L1	N85°53'47"E	19.00'
L2	N04°06'13"W	27.00'
L3	N04°06'13"W	33.66'
L4	S89°48'59"W	19.00'
L5	N00°11'01"W	5.50'
L6	N23°56'42"W	9.51'
L7	N04°06'13"W	26.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	3°55'12"	268.00'	18.34'



DETAIL C
N.T.S.



DETAIL D
N.T.S.

LEGEND & ABBREVIATIONS

— — — — —	DISTINCTIVE BORDER	C/L	CENTERLINE
— — — — —	CENTER LINE	EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
— — — — —	EASEMENT	FD.	FOUND
— — — — —	TIE LINE	I.P.	IRON PIPE
— — — — —	ADJACENT LOT LINE	LT&T	LEAD, TACK, & TAG
— — — — —	UNDERLYING LOT LINE	CRPE	COMMUNITY ROOM PARKING EASEMENT
— — — — —	RIGHT-OF-WAY LINE	PSUE	PUBLIC SERVICE UTILITY EASEMENT
— — — — —	INDICATES ACCESS RIGHTS RELEASED & RELINQUISHED IN FAVOR OF THE STATE OF CALIFORNIA PER 4580 O.R. 624 AND BOOK 6707 O.R. 448.	PAE	PUBLIC ACCESS EASEMENT
●	FD. MONUMENT IN WELL AS NOTED.	ROWE	RIGHT-OF-WAY EASEMENT
○	SET 3/4" I.P., TAGGED "L.S. 7725"	(R)	RADIAL BEARING
⊗	SET LT&T STAMPED "L.S. 7725"	SFN	SEARCHED, FOUND NOTHING
		SWE	SIDEWALK EASEMENT
		WME	WATER METER EASEMENT

THE JUNIPER

SUB-4-17-12723

A SUBDIVISION FOR RESIDENTIAL AND COMMERCIAL CONDOMINIUMS, AND COMMUNITY ROOM PURPOSES

75 RESIDENTIAL UNITS, 2 COMMERCIAL CONDOMINIUMS, AND 1 COMMUNITY ROOM. BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LOTS 1 THROUGH 3, 8, 9, AND ALL OF LOT 7 OF BLOCK 2; TOGETHER WITH PORTIONS OF LOTS 1, 5, 11, AND ALL OF LOTS 2 THROUGH 4 AND LOTS 7 THROUGH 10 OF BLOCK 3, AS SHOWN ON "MAP OF THE LANDS OF THE CITY EXTENSION HOMESTEAD ASSOCIATION" RECORDED ON OCTOBER 15, 1870 IN BOOK D, PAGE 44, AND MORE PARTICULARLY SHOWN ON A REVERSION OF SAID MAP RECORDED MARCH 8, 1957 IN VOLUME 47, PAGE 9; TOGETHER WITH PORTION OF "C" STREET AS DESCRIBED BY RESOLUTION NO. 12003 RECORDED JULY 9, 1957 IN VOLUME 3245, PAGE 602. EXCEPTING THEREFROM, PORTION OF THAT CERTAIN STRIP OF LAND, 132 FEET IN WIDTH, AS DESCRIBED IN A DEED TO THE SPRING VALLEY WATER COMPANY RECORDED JULY 5, 1907 IN BOOK 135, PAGE 336; TOGETHER WITH PORTION OF SAN PEDRO AVENUE MORE PARTICULARLY BEING PARCEL 2 AND PARCEL 3 AS DESCRIBED BY RESOLUTION RECORDED OCTOBER 2, 1936 IN BOOK 704, PAGE 487. ALL SAID REFERENCES BEING OFFICIAL RECORDS OF SAN MATEO COUNTY.

IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA



CONSULTING, INC. (949)916-3800 WWW.CVC-INC.NET

SEPTEMBER 2019

SHEET 5 OF 5



CITY OF DALY CITY
SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: _____

NAME OF SUBDIVIDER: City Ventures Homebuilding, LLC
(hereinafter "Subdivider")

NAME OF SUBDIVISION: The Juniper, SUB-4-17-12723
(hereinafter "Subdivision")

ADDRESS: 3301 Junipero Serra Blvd APN: 008-111-080 and 008-111-090

NUMBER OF LOTS: 1

PERMIT: SIMP-04-19-072013, SIMP 04-19-072014, GRAD-04-19-072272

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$2,281,778.75

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 vesting 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 vesting 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 vesting 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 applicable 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 vesting tentative subdivision map for this Subdivision and any amendments thereto, and with the provisions of the Subdivision Laws as well as the applicable 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 vesting tentative subdivision map for this Subdivision and any amendments thereto, and with the provisions of the City's General Conditions, Standard Specifications and Drawings (current edition at the time of approval of the Final Map) and the *City of Daly City Department of Public Works, Department of Water and Waste Water Resources, and the Fire Department General Conditions of Approval: Subdivisions*, and in conformance with approved Improvement Plans within two (2) years following the date of this agreement; provided however, that the improvements shall not be deemed to be completed until 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 Vesting tentative Map, as relating to the Subdivision, which are summarized in the Daly City City Clerk's letters to Subdivider dated February 7, 2019 and Daly City Resolution 19-14 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 February 7, 2019 and Daly City Resolution 19-14 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 10% 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 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 17 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 evidence to the satisfaction of the City Engineer 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 unrelated to those delays further delineated in section 22 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. If Subdivider fails to cure per section c below, 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, City shall provide written notice of default to Subdivider. Subdivider shall have thirty (30) days to cure default (the "Cure Period") as outlined in section c below. If Subdivider fails to cure during the Cure Period ("Failure to Cure"), Subdivider authorizes City to perform such obligation thirty (30) days after mailing written notice of Failure to Cure to Subdivider and Subdivider's surety and agrees to pay the entire cost of such performance by the City. City reserves the right 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.

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. During the Cure Period, Subdivider shall have the right to cure any such default; provided, however, if the default is of a nature which cannot reasonably be cured within the Cure Period, Subdivider shall be deemed to have timely cured such default for purposes of this section if Subdivider commences to cure the default within the Cure Period, and prosecutes the same to completion within a reasonable time thereafter to the satisfaction of the City Engineer. In the event good cause exists as determined by the City Engineer, the time for the aforementioned Cure Period may be extended for a period to be determined by the City Engineer. 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 as outlined in section 9. 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 to the City or to the appropriate agency or utility.

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 unless such transfer is made to an entity controlled by, which controls, or is under common control with Subdivider, and prior written notice of such transfer is made in writing to the City and approved in writing by the Office of the City Attorney.

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 Public Improvements. Except as otherwise detailed herein or on the signed and stamped subdivision improvement plans or the recorded final map, title to, and ownership of, public water mains and their appurtenant fittings and structures, including the service laterals from the public water main lines up to and including the public water meters and drainage pipes and structures, public streets, and other public improvements constructed by Subdivider that are located within public rights-of-way shall vest in the applicable public entity responsible for maintenance or ownership thereof, including the City, upon completion and acceptance of such improvements by said public entity or the City. The City or applicable public entity, may at their 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, and Subdivider fails to cure per the provisions of Section 9 herein, 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), and Subdivider fails to cure per the provisions of Section 9 herein, 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 and utilities associated with a particular building shall be completed to the satisfaction of the City Engineer or his designee prior to issuance of a final certificate of occupancy for that building.

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: 

Shawna Maltbie
City Manager

Print: Phil Kerr

Title: CEO

APPROVED AS TO FORM:

Rose Zimmerman
City Attorney

ATTEST:

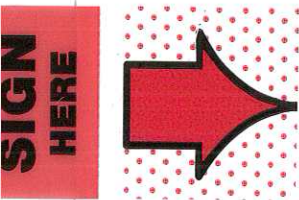
CITY OF DALY CITY
Recommended for Approval:

K. Annette Hipona
City Clerk

Kevin Fehr
City Engineer

Richard Chiu, Jr.
Director of Public Works

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



ACKNOWLEDGMENT

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

State of California
County of San Francisco

On September 11, 2019 before me, Jason Bernstein, notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

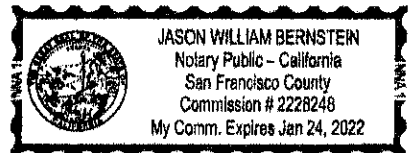


EXHIBIT "A"
SUBDIVISION IMPROVEMENT AGREEMENT

The Juniper
(SUBDIVISION/UNIT NO.)

City Ventures Homebuilding, LLC
(Subdivider)

IMPROVEMENTS REQUIRED – COST

<u>Improvements</u>	<u>Estimated Costs</u>
1. Streets	\$ SEE ATTACHED
2. Sidewalks (including driveway approaches)	\$
3. Curb and gutters	\$
4. Storm drainage facilities	\$
5. Sanitary sewer facilities	\$
6. Subdivision monumentation	\$
7. Other facilities	
A. <u>Water Main & Fire Hydrant Facilities</u>	\$
B. <u>Signing and Striping</u>	\$
C. <u>Retaining Walls</u>	\$
D. <u>Joint Trench & Street Lights</u>	\$
E. <u>C3 Water Quality</u>	\$
F. <u>Landscape</u>	\$
8. Contingency allowance	\$
9. TOTAL ESTIMATED COST-REQUIRED IMPROVEMENTS	\$ 2,281,778.75

SEE ATTACHED ESTIMATED IMPROVEMENT COSTS FOR
PUBLIC AND PRIVATE IMPROVEMENTS

FOR SUBDIVISION IMPROVEMENT AGREEMENT ONLY

SUBDIVISION IMPROVEMENT ENGINEER'S ESTIMATE



6 ORCHARD, SUITE 200
LAKE FOREST, CA 92650
T.949.818.3800
F.949.818.3805
CVC-INC.NET

PROJECT: The Juniper CVEN-103
TRACT No:
3301 Junipero Serra Blvd.
DEVELOPER: City Ventures

ENGINEER:
DANE MCDOUGALL

DATE:
8/28/2019

CALCULATED BY:
Eric Perez

PLAN CHECK No.:
P504

CONSTRUCTION ITEM	QUANTITY		COST	TOTAL
Private Improvements				
4" AC Over 6" AB	45,884	SF @	\$4.50	\$206,478
4" Wedge Concrete Curb	815	LF @	\$17.00	\$13,855
4" PCC Flared Concrete Curb and Gutter	611	LF @	\$17.00	\$10,387
4" to 6" Curb Transition	98	LF @	\$18.00	\$1,764
6" PCC Concrete Curb	387	LF @	\$18.00	\$6,966
6" Curb and Gutter Type A2-6	268	LF @	\$22.00	\$4,576
Concrete V-Gutter	443	LF @	\$6.00	\$2,658
ADA Ramp Type 1	5	EA @	\$2,000.00	\$10,000
4" Pedestrian Concrete Walks and Patios	2,929	LF @	\$10.00	\$29,290
Wheel Stop	45	EA @	\$100.00	\$4,500
0" PCC Curb	16	LF @	\$12.00	\$192
Retaining Curb	32	LF @	\$18.00	\$576
Handrail	1	EA @	\$500.00	\$500
Deepened Edge Sidewalk	117	LF @	\$14.00	\$1,638
Decorative Concrete Paving	1,610	SF @	\$15.00	\$24,150
Signage (Street Name, Stop Sign, etc.)	1	LS @	\$8,000.00	\$8,000
Striping (Parking, HC, EV, Misc.)	1	LS @	\$10,000.00	\$10,000
Demolition and Removal	1	LS @	\$10,000.00	\$10,000
			SUB-TOTAL	\$345,530

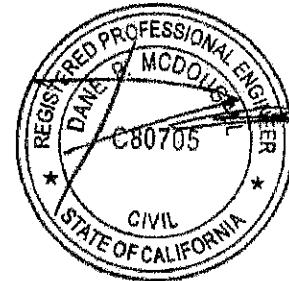
Stormwater Improvements				
12" HDPE Pipe and Bedding	272	LF @	\$30.00	\$8,160
8" HDPE Pipe and Bedding	487	LF @	\$25.00	\$12,175
4" SCH 40 PVC	40	LF @	\$15.00	\$600
60" HDPE Detention Pipe System	449	LF @	\$65.00	\$29,185
HDPE Pipe Fittings	5	EA @	\$500.00	\$2,500
24"x24" Brooks Box	3	EA @	\$450.00	\$1,350
Maxwell Plus Drywell System	2	EA @	\$35,000.00	\$70,000
Flowgard Filter	3	EA @	\$500.00	\$1,500
Curb Opening Catch Basin	3	EA @	\$2,500.00	\$7,500
Temporary End Cap for Area Drain System	6	EA @	\$100.00	\$600
Trench Drain with Traffic Rated Grate	26	LF @	\$1,100.00	\$28,600
Access Manholes	6	EA @	\$800.00	\$4,800
Join HDPE Pipe to Detention Pipe System	8	EA @	\$500.00	\$4,000
			SUB-TOTAL	\$170,970

Area Drain				
12" Square Drain and Adapter (Color=Black)	25	EA	@	\$100.00
4" Grate Drain NDS Type 11 (Color=Black)	58	EA	@	\$35.00
4" PVC SDR 35 Storm Drain Pipe with Bedding	245	LF	@	\$14.00
Core-Drill and Join Catch Basin	1	EA	@	\$800.00
Connect to Storm Drain	4	EA	@	\$800.00
6" PVC SDR 35 Storm Drain Pipe with Bedding	104	LF	@	\$16.00
8" PVC SDR 35 Storm Drain Pipe with Bedding	388	LF	@	\$20.00
10" PVC SDR 35 Storm Drain Pipe with Bedding	729	LF	@	\$22.00
4" Round Brass Drain Grate	14	EA	@	\$37.00
Connect Downspout to Area Drain	48	EA	@	\$18.00
SUB-TOTAL				\$38,804

On-site Domestic & Fire Water Improvements				
2" PVC C-900 Service	25	LF	@	\$20.00
2-1/2" PVC C-900 Service	274	LF	@	\$20.00
4" PVC C-900 Water Main	1515	LF	@	\$25.00
8" PVC C-900 Water Main	1065	LF	@	\$40.00
4"x4"x4" Tee	7	EA	@	\$700.00
4"x4" 90° Bend	4	EA	@	\$400.00
4"x4" 45° Bend with Thrust Block	4	EA	@	\$400.00
4"x4" 45° Bend with Restrained Joints	2	EA	@	\$600.00
4"x4" Cross	2	EA	@	\$750.00
4"x2-1/2" Reducer	5	EA	@	\$125.00
4"x4"x2-1/2" Tee	9	EA	@	\$700.00
8"x4" Reducer	3	EA	@	\$150.00
8"x4" Cross and Thrust Block	1	EA	@	\$500.00
8"x8"x8" Tee and Thrust Block	2	EA	@	\$750.00
8"x8" 90° Bend	5	EA	@	\$500.00
8"x8" 45° Bend with Thrust Block	4	EA	@	\$500.00
8"x8" 45° Bend with Restrained Joints	2	EA	@	\$650.00
8"x8"x4" Tee and Thrust Block	4	EA	@	\$750.00
8"x8" Cross and Thrust Block	1	EA	@	\$800.00
8"x8"x8" Tee	2	EA	@	\$750.00
8" Double Check Backflow Preventor Assembly	2	EA	@	\$8,000.00
Fire Hydrant Assembly	1	EA	@	\$3,000.00
4" Domestic Water Service Meter	2	EA	@	\$4,500.00
4" Backflow Assembly	2	EA	@	\$4,500.00
1-1/2" Irrigation Water Meter	1	EA	@	\$2,000.00
SUB-TOTAL				\$156,730

On-Site Sanitary Sewer Improvements				
48" Diameter Concrete Manhole	6	EA	@	\$5,575.00
48" Diameter Concrete Drop Manhole	1	EA	@	\$6,200.00
8" PVC Pipe	1217	LF	@	\$80.00
6" PVC Pipe	62	LF	@	\$60.00
4" PVC Sewer Lateral	943	LF	@	\$45.00
Sewer Backwater Valve	54	EA	@	\$500.00
Sewer Cleanout	3	EA	@	\$500.00
SUB-TOTAL				\$222,815

Landscape and Irrigation				
Landscape & Irrigation, Including Shrubs and Ground Cover	15280	SF	@	\$12.00
				\$183,360
				SUB-TOTAL
				\$183,360
Dry Utilities				
Transformers	3	EA	@	\$24,500.00
				\$73,500
PG&E #6 Boxes	2	EA	@	\$8,500.00
				\$17,000
PG&E #5 Boxes	5	EA	@	\$5,300.00
				\$26,500
PG&E #2 Boxes	4	EA	@	\$1,050.00
				\$4,200
PG&E #3 Boxes	2	EA	@	\$2,100.00
				\$4,200
CATV Boxes	28	EA	@	\$550.00
				\$15,400
T5 Telephone Boxes	14	EA	@	\$2,600.00
				\$36,400
Joint Trench	2225	LF	@	\$50.00
				\$111,250
				SUB-TOTAL
				\$288,450
				TOTAL
				\$1,406,659



Construction Contingency (15%)

\$210,998.85

Construction Administration (10%)

\$140,665.90

GRAND TOTAL \$1,758,323.75

FOR SUBDIVISION IMPROVEMENT AGREEMENT ONLY

PUBLIC STREET IMPROVEMENT COST ESTIMATE



8 ORCHARD, SUITE 200
LAKE FOREST, CA 92630
T.949.916.3800
F.949.916.3806
CVC-INC.NET

PROJECT: The Juniper CVEN-103
TRACT No:
3301 Junipero Serra Blvd.
DEVELOPER: City Ventures

ENGINEER:
DANE MCDOUGALL

DATE:
8/28/2019

CALCULATED BY:
Eric Perez

PLAN CHECK No.:
PS05

CONSTRUCTION ITEM	QUANTITY		COST	TOTAL
Public Street Improvement				
6" Curb and Gutter Daly City Standard S-2	251 LF @		\$25.00	\$6,275
6" Curb Only Daly City Standard S-2	268 LF @		\$15.00	\$4,020
Retaining Curb	35 LF @		\$18.00	\$630
4" Thick Sidewalk	2,988 SF @		\$10.00	\$29,880
4" Thick Sidewalk (Porous)	3,116 SF @		\$20.00	\$62,320
PCC Driveway Approach Daly City Standard S-3	2 EA @		\$2,000.00	\$4,000
Curb Ramp Per Caltrans Standards	1 EA @		\$5,000.00	\$5,000
Curb Face Drainage Outlet (SD-5)	2 EA @		\$750.00	\$1,500
Street Trenching and Patching	346 SF @		\$10.00	\$3,460
Deepend Edge Sidewalk	193 LF @		\$14.00	\$2,702
Curb Slot Asphalt Patch Back	248 SF @		\$5.00	\$1,240
Full Depth Pavement Section	1954 SF @		\$5.00	\$9,770
Monolithic Curb, Gutter, & Sidewalk	69 LF @		\$35.00	\$2,415
Grind and Overlay 2" A.C.	3316 SF @		\$1.50	\$4,974
Joint Trench	1 LF @		\$50.00	\$50
Striping Per Caltrans Standards	1 LS @		\$10,000.00	\$10,000
Demo & Removal	1 LS @		\$10,000.00	\$10,000
Utility Box Relocation	11 EA @		\$260.00	\$2,860
Mobilization	1 LS @		\$5,000.00	\$5,000
			SUB-TOTAL	\$167,096
Utilities				
8" PVC Sewer Replacement	57 LF @		\$250.00	\$14,250
48" Sewer Manhole	1 EA @		\$8,000.00	\$8,000
8" PVC Water	110 LF @		\$18.00	\$1,980
4" CalWater Domestic Meter	2 EA @		\$8,000.00	\$16,000
4" Domestic Backflow	2 EA @		\$4,000.00	\$8,000
8" Fire Backflow	2 EA @		\$6,500.00	\$13,000
			SUB-TOTAL	\$61,230

Dry Utilities					
Trenching (Without Fiber)	246	LF	@	\$55.00	\$13,530
Trenching (With Fiber)	160	LF	@	\$85.00	\$13,600
Trenching (Fiber only)	314	LF	@	\$35.00	\$10,990
PG&E 4'6"x8'6"x6' Vault	1	EA	@	\$12,500.00	\$12,500
PG&E Switch-interrupter-Switch 600V/200V	1	EA	@	\$23,000.00	\$23,000
AT&T 4'x4'x4" PFP Pad	1	EA	@	\$3,500.00	\$3,500
CATV 30"x48"x32" Box	1	EA	@	\$1,500.00	\$1,500
Fiber Communications 30"x48"x32" Box	1	EA	@	\$5,500.00	\$5,500
PG&E Conduit and Cable	266	LF	@	\$25.00	\$6,650
AT&T Conduit	270	LF	@	\$10.00	\$2,700
Fiber Conduit	474	LF	@	\$12.00	\$5,688
30W LED Single-Arm Electrolier - Complete	1	EA	@	\$4,500.00	\$4,500
40W LED Post Top Pedestrian Lights - Complete	2	EA	@	\$2,000.00	\$4,000
State #3-1/2 Pull Box	3	EA	@	\$750.00	\$2,250
Street Lighting Wire an 1-1/2" Conduit	280	LF	@	\$6.00	\$1,680
				SUB-TOTAL	\$111,588
Public Landscaping & Irrigation					
Parkway Landscape & Irrigation	10,500	SF	@	\$5.00	\$52,500
Median Landscape & Irrigation	1200	SF	@	\$10.00	\$12,000
Median Landscape & Irrigation Demo	800	SF	@	\$10.00	\$8,000
24" Box Trees	21	EA	@	\$350.00	\$7,350
				SUB-TOTAL	\$79,850
				TOTAL	\$418,764



Construction Contingency (15%)	\$62,814.60
Construction Administration (10%)	\$41,876.40

GRAND TOTAL \$523,455.00

EXHIBIT "B"
SUBDIVISION IMPROVEMENT AGREEMENT

The Juniper

(Subdivision/Unit No.)

City Ventures Homebuilding, LLC

(Subdivider)

FEEES REQUIRED

FEEES AND CHARGES:

1. City's Plan Review charges (including Final Map)	\$	9,110.38
2. Subdivision Agreement	\$	4,800.00
3. Improvement Permit and Inspection charges	\$	92,856.92
4. Archive and Technology Fee	\$	5,571.42
Total		\$ 112,338.72

FEEES COLLECTED WITH BUILDING PERMITS:

1. Public Facility fees AB1600	\$	TBD
--------------------------------	----	-----

REFUNDABLE DEPOSITS:

A. Cash/Bond deposit for emergency, and clean-up and other corrective work shall be maintained at an amount not less than	\$ 2,281,778.75
B. Cash deposit for the photo-mylar reproducible of the Final Map after it is filed with the County Recorder	\$ 500.00

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. Pay all development fees at the time of issuance of building permits.



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: SETTING TIME AND PLACE OF PUBLIC HEARING – PROPOSED ORDINANCE
ADDING CHAPTER 5.104 TO THE DALY CITY MUNICIPAL CODE RE:
COMMERCIAL CANNABIS

Recommended Action

Staff recommends that the City Council set October 28, 2019 as the date and time for a public hearing – Ordinance adding Chapter 5.104 to the Daly City Municipal Code regarding Commercial Cannabis operations.

Background

On November 8, 2016, the voters of the State of California passed Proposition 64, or the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”). The AUMA took effect on November 9, 2016 and the State of California will begin issuing licenses on January 1, 2018. State issued licenses may take precedence over subsequently enacted local ordinances. The City Council conducted several public meetings regarding this matter and directed Staff to develop regulations implementing the AUMA. Staff has prepared a proposed ordinance which would regulate commercial cannabis activities within the City.

Summary/Conclusion

Staff recommends that the City Council set October 28, 2019 at 7:00 p.m. as the date and time for a public hearing – Ordinance adding Chapter 5.104 of the Daly City Municipal Code regarding Commercial Cannabis operations.

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

Respectfully submitted,

Rose Zimmerman
City Attorney



City Council Agenda Report

Item # _____

Meeting Date: September 23, 2019

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

Recommended Action

Approve and authorize the City Manager to execute an amendment to the professional services agreement with Brown and Caldwell of Walnut Creek, California, for additional as needed tasks related to hydraulic analysis of the City's water system in the amount of \$215,000.00 for a total contract amount of \$400,000.00.

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 and updates, 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.

On October 8, 2018, City Council awarded a contract to Brown and Caldwell in the amount of \$185,000.00 for the as needed tasks related to hydraulic analysis of the City's water system.

Discussion

Brown and Caldwell will soon exceed its original budget of \$185,000. The requested tasks to date have exceeded the development patterns of previous years. If current trends continue, Brown and Caldwell will need approximately \$400,000 total budget over the two-year contract (ending in October 2020). If approved, new project tasks will be executed at the City's request up to the new contract maximum of \$400,000.

The scope of services and project team will remain unchanged from the original proposal dated May 23, 2018, which included 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.

Fiscal Impact

No additional appropriation is needed for this recommendation. 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 approve and authorize the City Manager to execute an amendment to the professional services agreement with Brown and Caldwell of Walnut Creek, California, for tasks related to hydraulic analysis of the City’s water system in the amount of \$215,000.00 for a total contract amount of \$400,000.00.

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

Respectfully submitted,



Roland Yip
Senior Civil Engineer



Richard Chiu, Jr.
Director of Public Works



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: Consolidated Annual Performance Evaluation Report (CAPER) for the Fiscal Year (FY) 2018-19 One-Year Action Plan

Recommended Action

Approve the attached Consolidated Annual Performance Evaluation Report (CAPER) for the Fiscal Year (FY) 2018-19 One-Year Action Plan.

Background

As a requirement of the Community Development Block Grant (CDBG) and HOME programs, the City of Daly City must submit a report on the use of CDBG and HOME funds. This report, titled the Consolidated Annual Performance and Evaluation Report (CAPER), summarizes expenditures and accomplishments of the City's CDBG and HOME programs in the past fiscal year beginning July 1, 2018 to June 30, 2019. A draft copy of the CAPER is presented for Council review.

During Fiscal Year 2018-19, the City of Daly City expended a total of \$994,874 in CDBG funds and \$25,996 in HOME funds. Outcomes from FY18-19 include the following:

- City Residential Rehabilitation Program issued four loans and four senior grants totaling \$238,897 to seven low income homeowners.
- Minor household repairs and accessibility improvements totaling \$24,122 were provided to 14 low income households.
- 35 children received subsidized child care services.
- 47 children received new clothing and hygiene kits.
- 16 at-risk youths and young adults participated in an expanded vocational counseling program.
- 11 households, comprised of 55 persons, received assistance at Family Crossroads, a transitional shelter for homeless families located in Daly City.
- 11 housing providers or seekers were matched through the Shared Housing Program.
- 154 households, comprised of 468 persons, received affordable legal services particularly relating to tenant/landlord issues.
- 71 adults received literacy tutoring.
- Five households, comprised of 12 persons, opened fair housing discrimination cases with Project Sentinel.

The City used FY18-19 CDBG funds to make a loan payment of \$354,165 towards its Section 108 loan that was used to build the Bayshore Community Center.

Discussion

Staff recommends that Council approve the attached CAPER covering the period of July 1, 2018 through June 30, 2019. The draft CAPER was made available for public review from September 8, 2019 through September 23, 2019.

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

Respectfully Submitted,



Lenelle D. Suliguin
Housing Coordinator



Tatum Mothershead
Director of Economic and Community
Development

Attachment
Draft CAPER

HUD

Consolidated

Plan

Consolidated Annual Performance



and Evaluation Report

(CAPER)

Fiscal Year 2018-2019

**Department of Economic and Community Development
Housing and Community Development Division**

CITY OF DALY CITY



HUD CONSOLIDATED PLAN

July 1, 2018 through June 30, 2019

**Consolidated Annual Performance and Evaluation Report
(CAPER)
*Fiscal Year 2018-2019***

CITY COUNCIL

**Raymond Buenaventura, Mayor
Glenn Sylvester, Vice Mayor
Rod Daus-Magbual
Pamela DiGiovanni
Juslyn Manalo**

Responsible Agency: Department of Economic and Community Development
Tatum Mothershead, Director

Prepared by: Housing and Community Development Division
Betsy ZoBell, Housing and Community Development Supervisor
Lenelle D. Suliguin, Housing Coordinator
Marina Anaya, Community Development Specialist

**CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
(CAPER) of
FY 2018-19 ONE YEAR ACTION PLAN**

TABLE OF CONTENTS

CR-05-Goals and Outcomes	1
CR-10-Racial and Ethnic Composition of Families Assisted.....	8
CR-15-Resources and Investment.....	10
CR-20-Affordable Housing.....	12
CR-25-Homeless and Other Special Needs.....	15
CR-30-Public Housing.....	18
CR-35-Other Actions.....	19
CR-40-Monitoring.....	22
CR-45-CDBG.....	24
CR-50-HOME.....	25

APPENDICES

Appendix A: IDIS reports

- PR06- Summary of Consolidated Plan Projects for Plan Year 2018
- PR23- Summary of Community Development Accomplishments
- PR26- Financial Summary

Appendix B: Affidavit of Publication

Appendix C: Geographic Distribution of Activities

Appendix D: FY18-19 CDBG Funding Table

Appendix E: CAPER Tables 5 -10

Appendix F: Table 1 Progress Summary

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

During FY18-19, the first year of the City's Five Year Consolidated Plan period (July 2018 through June 2019), the City made progress in meeting various priority needs identified in the Plan. These priority needs include:

- Maintaining and improving the housing stock: The City continued to offer its Residential Rehabilitation program and assisted Rebuilding Together Peninsula to provide minor home improvements. Together they assisted 13 single family households.
- Facilitating housing development: The City rezoned sites that formerly allowed for commercial/retail uses to allow for 254 residential units; the City updated its inclusionary housing ordinance to require affordable units in rental developments.
- Providing Public services: The City continued to fund nonprofits providing fair housing services, literacy education, and services for children, youth, and the homeless. Over 300 lower income households benefited from these public services. These households are comprised of 716 persons.

The City, using its annual CDBG allocation, continues to make payments on its Section 108 loan. The loan was used to fund the development of the Bayshore Community Center which was completed in 2006. Section 108 loan payments in FY18-19 comprised about 29% of the City's FY18-19 CDBG expenditures. The City will continue to have a portion of its annual CDBG grant go towards the loan payments until October 2022.

The table below summarizes the outcomes for the FY18-19-18 Action Plan as well as the Five Year Strategic Plan. Please note the following regarding the table below:

- Some goals associated with the Assessment of Fair Housing (AFH) do not have quantitative outcome indicators (AFH10, AFH11, AFH5, AFH7, and AFH8). Please see Appendix F for a summary of progress.
- Some goals appear in multiple rows for the same activity. One row is measured in persons assisted, the other in households assisted. In the case of public services for the homeless, the same activity appears in a third row measured in Beds.
- The goal to provide City Residential Rehabilitation Program appears in two rows for the same activity. The program serves both rental units and homeowner housing units. It appears in two separate rows but is one activity.

- Some outcomes meet more than one goal. The table suggests that some outcomes are counting towards another goal than what may have been identified in the consolidated plan. These will be reviewed and clarified.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
AFH1: Develop new affordable ownership units	Affordable Housing		Homeowner Housing Added	Household Housing Unit	5	0	0.00%	0	0	
AFH10: Strengthen use of Section 8	Affordable Housing		Other	Other	1	0	0.00%			
AFH11: Consider fair housing audit program	Fair Housing		Other	Other	1	0	0.00%			
AFH2: Develop new affordable rental units	Affordable Housing	CDBG: \$0	Rental units constructed	Household Housing Unit	5	0	0.00%	0	0	
AFH3: Preserve homeownership access	Affordable Housing		Direct Financial Assistance to Homebuyers	Households Assisted	5	0	0.00%	0	3	

AFH4: Fund rehab and accessibility improvements	Affordable Housing Non-Homeless Special Needs	CDBG: \$10000	Homeowner Housing Rehabilitated	Household Housing Unit	40	0	0.00%	8	0	0.00%
AFH5: Facilitate development through zoning	Affordable Housing		Other	Other	1	0	0.00%			
AFH6: Acquisition and Rehab	Affordable Housing		Rental units rehabilitated	Household Housing Unit	5	0	0.00%			
AFH7: Explore incentives for HCV participation	Affordable Housing		Other	Other	1	0	0.00%			
AFH8: Educate community on housing gaps	Affordable Housing		Other	Other	1	0	0.00%			
AFH9: Support fair housing/renter services	Affordable Housing Fair housing	CDBG: \$19500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	12	24.00%	10	12	120.00%
AFH9: Support fair housing/renter services	Affordable Housing Fair housing	CDBG: \$19500	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	1250	0	0.00%	250	0	0.00%

Encourage economic development	Non-Housing Community Development		Other	Other	1	0	0.00%	0	0	
Maintain and improve public facilities	Non-Housing Community Development		Other	Other	1	0	0.00%	0	0	
Provide City Residential Rehabilitation Program	Affordable Housing Non-Homeless Special Needs	CDBG: \$400000	Rental units rehabilitated	Household Housing Unit	5	0	0.00%	0	0	
Provide City Residential Rehabilitation Program	Affordable Housing Non-Homeless Special Needs	CDBG: \$400000	Homeowner Housing Rehabilitated	Household Housing Unit	75	0	0.00%	15	0	0.00%
Provide minor home repair	Affordable Housing Non-Homeless Special Needs	CDBG: \$10000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	35		0	35	
Provide minor home repair	Affordable Housing Non-Homeless Special Needs	CDBG: \$10000	Homeowner Housing Rehabilitated	Household Housing Unit	30	14	46.67%	6	14	233.33%

Provide public services for children and youth	Non-Housing Community Development	CDBG: \$33000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	750	98	13.07%	150	98	65.33%
Provide public services - general	Affordable Housing Non-Housing Community Development	CDBG: \$32000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	225	539	239.56%	45	539	1,197.78%
Provide public services - general	Affordable Housing Non-Housing Community Development	CDBG: \$32000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	65	0	0.00%	13	0	0.00%
Provide public services for the homeless	Homeless	CDBG: \$16000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	55		0	55	
Provide public services for the homeless	Homeless	CDBG: \$16000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	60	0	0.00%	12	16	
Provide public services for the homeless	Homeless	CDBG: \$16000	Homeless Person Overnight Shelter	Persons Assisted	0	55		60	55	91.67%

Provide public services for the homeless	Homeless	CDBG: \$16000	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
--	----------	---------------	---	------	---	---	--	---	---	--

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

DRAFT

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

In much of the Bay Area and throughout the state of California, housing has become a primary issue for many communities. The City's Action Plan reflects this to be the case for Daly City. The highest priorities in the City's Consolidated Plan include increasing the supply of housing, maintaining the housing stock, and supporting fair housing/renter services. In FY18-19, the City allocated over forty percent (40%) of its CDBG funds to housing activities. These activities help low income residents maintain the health and safety of their homes and make home accessibility modifications. Of the eight CDBG subrecipients provide public services, four of them provide housing-related services: homesharing, legal assistance in responding to evictions, fair housing, and transitional housing for homeless families.

Almost thirty percent (30%) of the City's CDBG funds went towards the repayment of a Section 108 loan. The City is on a repayment schedule that has the City increasing its repayment amount each year until the final payment on the loan due in August 2022. The Section 108 loan was used to fund the construction of the Bayshore Community Center in 2006. The Center is located in a low income census tract. The annual allocation of CDBG funds for this repayment limits the amount of CDBG funds available for public facility improvements.

For the program year, the City had about \$826,000 in HOME funds available for the development of affordable housing. This limited amount, plus the requirement that all other funds in a project be in place before a HOME commitment can be made, presents a challenge in allocating HOME funds. During the program year the City explored using the HOME funds to build six townhomes. The federal requirements to potentially have to include an elevator proved too cost-prohibitive for the nonprofit developer who has decided to seek other funding.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	413	0
Black or African American	45	0
Asian	170	0
American Indian or American Native	19	0
Native Hawaiian or Other Pacific Islander	28	0
Total	675	0
Hispanic	360	0
Not Hispanic	315	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

In terms of percentages, the racial and ethnic composition of households assisted with CDBG in FY18-19 as indicated in Table 2 is as follows:

- White – 61%
- Black/African American – .07%
- Asian – 25%
- American Indian or American Native – 3%
- Native Hawaiian or Other Pacific Islander – 4%
- Hispanic – 53%
- Not Hispanic 47%

Relative to the demographics of Daly City as reported in the 2010 Census, Hispanics and Whites appear to be overrepresented and Asians underrepresented. The 2010 Census indicates that Daly City is 24% White, 56% Asian, and 24% of Hispanic ethnicity. Of those households that identified as White in Table 2, 80% identified as Hispanics. Program brochures of public services may often be more available in Spanish than they are in Asian languages. Perhaps this may contribute to the overrepresentation and underrepresentation seen. Or the distribution may reflect which community has the greatest need for services or is more prone to seek out services. A look at the CHAS data used for the recently submitted Consolidated Plan estimates that Asians make up about 46% of households eligible for CDBG-funded programs. This figure reduces the underrepresentation of Asians. When the City provides noticing for its public hearings related to the Consolidated Plan, it provides translations of the notice in Spanish, Tagalog, and Chinese.

There we no households assisted with HOME funds during the program year. The City is continuing to explore new affordable housing developments in which to invest its HOME funds. It continues to monitoring existing HOME-assisted units.

DRAFT

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	1,208,211	994,874
HOME	HOME	826,508	54,412

Table 3 - Resources Made Available

Narrative

The CDBG amount under the Resources Made Available column in Table 3 reflects the Substantial Amendment during the program year that added \$104,000 to the City's Residential Rehabilitation program. There was also a minor amendment that added \$6,000 to the Center for Independence of Individuals with Disabilities (CIID) for their home accessibility modification program. The additional funds came from unspent CDBG funds from the prior year that were confirmed in December 2019. The table reports that the City spent 83% of the CDBG funds available in the program year. With regards to the HOME funds, the City received \$412,780 in FY18-19. The amount shown includes unspent HOME funds from 2016 and 2017. The City did not disburse any HOME funds for affordable housing development as the City is still looking to identify a project eligible for HOME funding. It had conversations with a developer to build six HOME-eligible townhomes but the requirement to provide an accessible unit currently presents challenges for the developer. The amount shown above includes HOME funds drawn for 2017 and to be drawn for 2018 HOME administration.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
n/a	n/a	n/a	n/a

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Daly City does not have a target area for its CDBG or HOME funds, and as a result Table 4 is not applicable. Daly City is a densely populated area only covering about eight square miles. Public services are located in different areas of the City and are accessible and available to lower income residents. The residential rehabilitation and minor home repair programs are available to income eligible households throughout the City. Other projects are all accessible by public transportation.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City's annual CDBG allocation for FY18-19 was \$1,057,728. This allocation amount, combined with program income and unexpended prior year funds were used to leverage public and private funds in order to fund various activities. In FY18-19, CDBG subrecipients expended about \$124,000 of Daly City CDBG dollars. These funds were leveraged with about \$750,000 in private funds and almost \$2.45 million in public funds, for a leverage ratio of about \$28 for every dollar of Daly City CDBG funding. Private foundations and individuals, as well as other local, state, and federal funds combined to make available the various services provided by the subrecipients.

The City owns an office building across from City Hall which houses the Community Service Center (CSC), a core service agency in San Mateo County. The City provides Daly City Partnership, the operator of the CSC, with rent-free office space. As a core service center, the CSC is an integral part of the County of San Mateo's coordinated entry system for homeless services. Persons meet with caseworkers at the CSC for intake, assessment and referral. In addition, two of the City's CDBG public services subrecipients hold office hours in the CSC, also rent-free. Daly City residents meet with Legal Aid regarding landlord/tenant issues, and with Human Investment Project (HIP) regarding homesharing.

Tables 5 to 10 may be found in Appendix E.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	12	16
Number of Non-Homeless households to be provided affordable housing units	33	24
Number of Special-Needs households to be provided affordable housing units	5	8
Total	50	48

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	25	21
Number of households supported through Acquisition of Existing Units	0	0
Total	25	21

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The One-Year goals set in the One-Year Action Plan were goals for the number of households to be supported. As such, the goals in the Actual columns in Tables 11 and 12 represent the number of households that were supported and/or provided affordable housing units. In FY18-19, the City provided CDBG funds to LifeMoves, HIP Housing, Rebuilding Together Peninsula, and the Center for

Independence of Individuals with Disabilities (CIID). It also funded its City residential rehabilitation program.

LifeMoves' Family Crossroads program provided assistance to sixteen homeless households in FY18-19. The sixteen households consisted of 55 persons. Family Crossroads provides interim housing for homeless families. The program not only provides safe shelter, but assistance in re-connecting homeless families with stable housing and jobs, and the skills to maintain them.

The 24 households in Table 11 are comprised of the beneficiaries of Rebuilding Together Peninsula, HIP Housing, and the City's Residential Rehab program. Rebuilding Together Peninsula assisted six households in their Safe at Home program which provides minor home repair. HIP Housing's homesharing program matched thirteen households. The City's residential rehabilitation program provided grants or housing rehabilitation loans to seven households. The complete rehab loans were large and complex requiring extra levels of staff time and resulted in a decision to postpone consideration of new applications. Due to their complexity, these rehab projects took longer to close than usual. The eight special needs households were served by the Center for Independence of Individuals with Disabilities (CIID) which provided home accessibility modifications for households with disabilities. These modifications may include installation of grab bars or ramps. Generally, the One-Year goals for supporting housing activities have been met.

In addition to the numbers reported in the tables above, Legal Aid of San Mateo County provided assistance to 154 Daly City residents through its Homesaver program. The Homesaver program provides legal information and assistance on tenants' rights. Displacement is an issue that has been identified in the Consolidated Plan and in the Assessment of Fair Housing. Legal Aid works with tenants to help them maintain their housing and stop or slow down the eviction process.

Discuss how these outcomes will impact future annual action plans.

The City was generally in line with meeting its One-Year Goals. Some activities exceeded their goals while others fell short. The City must continually review and adjust its housing goals so they are realistic and reflective of increasing construction costs and time involved with processing complex rehab loans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	132	0
Low-income	55	0
Moderate-income	20	0
Total	207	0

Table 13 – Number of Households Served

Narrative Information

It is important to point out that the definition of the income levels in Table 13 are as follows:

- Extremely Low-income: at or below 30% of the median family income for the area
- Low-income: above 30% and at or below 50% of the median family income for the area
- Moderate-income: above 50% and at or below 80% of the median family income for the area

In addition to the activities already reflected in Tables 11 and 12, Table 13 includes other housing-related activities provided by Legal Aid of San Mateo County and Project Sentinel, both of which look at income by household size to determine eligibility. The largest percentage of households (64%) assisted with CDBG funds were extremely low-income households. About 50% of the extremely low income households reported above were assisted by Legal Aid. The activity with the greatest percentage of extremely low income households assisted is Family Crossroads. Twelve of the sixteen households it assisted were extremely low income (75%), and four were low income (25%). There are no numbers reported for the HOME funds since there were no completed HOME projects during the program year.

In December 2018 the City revised its Affordable Housing Ordinance to help provide for the development of both affordable ownership and rental housing. The Ordinance requires residential developers to include Below Market Rate (BMR) units in their projects. Ownership BMR housing is targeted to households at 120% AMI and rental BMR housing is targeted to households at 80% AMI. The Ordinance helps the City advance its priorities to increase the supply of affordable rental housing and help make homeownership accessible.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City continued to support the Community Service Center (CSC) which has caseworkers who conduct client intake and assess the individual needs of homeless persons. The Community Service Center refers the homeless clients to shelters in the County, and to other programs that could benefit them such as the North Peninsula Food Pantry and Dining Center located in Daly City. The CSC is part of the County of San Mateo's core service agencies, a network of agencies providing basic emergency and support services including food, transportation, shelter referrals, housing assistance, and client advocacy. The CSC works closely with the County's Center on Homelessness which transitioned to a coordinated entry system for homeless shelters in the County.

Addressing the emergency shelter and transitional housing needs of homeless persons

In FY18-19, the City provided funding to LifeMoves to operate Family Crossroads, a transitional shelter for homeless families located in Daly City. During the program year Family Crossroads assisted sixteen households. Although the City does not provide funds to emergency shelters it is likely that these shelters continue to serve homeless persons from Daly City, but they are no longer required to report the numbers to the City.

Through its participation in the Continuum of Care, the City continues to help address both the emergency shelter needs and transitional housing needs of homeless persons on a policy level. The City is on the Steering Committee of the Continuum of Care (CoC) and serves on the CoC NOFA ranking committee. Every year the City assists in ranking the projects applying for CoC funds administered by the County. Participation in these committees gives the City opportunities to engage in various policy issues affecting services for homeless persons.

In January 2019, the CSC served as one of several deployment centers throughout the County for the 2019 San Mateo County One Day Homeless Count and Survey. The City helped to recruit volunteers and hosted trainings for the One Day Count. City staff also served as a captain of the deployment center. The One Day Count reported a significant increase in the number of people experiencing unsheltered homelessness in Daly City. The 2017 Count reported 17 persons; the 2019 Count reported 66 persons.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City helped low-income individuals and families to avoid becoming homeless through the Community Service Center, operated by Daly City Partnership, which connects them to programs and resources for which they may be eligible. These resources include dining programs, rental or security deposit assistance programs, and job training programs. The City also funded Legal Aid Society's Homesavers Project. This project helps low income tenants who are having problems with their landlords and offers legal counseling in dealing with evictions and landlord issues so that they can stay in their housing. As already mentioned, the City continued to support agencies that help low income persons avoid becoming homeless. LifeMoves, in collaboration with Samaritan House, administered the Supportive Services for Veteran Families, a homelessness prevention program for veterans. As a member of the CoC Steering Committee that includes members representing youth facilities, jails, and mental health systems, the City interfaces with publicly funded institutions and systems of care regarding efforts to coordinate discharge policies to reduce homelessness. Representatives from StarVista which operates transitional housing for youth, the Sheriff's Office which operates the jails, and the Mental Health Association of San Mateo County participate in the planning and policy efforts of the CoC. The City worked to prevent homelessness and assist homeless persons with special needs through its participation in the CoC's efforts to coordinate with homeless service providers to implement HUD policies for addressing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

To help homeless persons and families make the transition to permanent housing and independent living, the City supported providers such as LifeMoves. LifeMoves operates shelters throughout San Mateo County, including Family Crossroads in Daly City. LifeMoves employs housing specialists who assist clients in identifying and securing permanent housing. The housing specialists assist homeless clients to access affordable housing. Transitional housing clients are encouraged to save 50% to 75% of their income so they have sufficient savings within three to five months of moving into the shelter; over 90% of families secure permanent housing upon leaving.

LifeMoves also operates a Motel Voucher Program to help insure that there are almost no unsheltered families (with minor children) on the streets of San Mateo County at any time. This program helps to shorten the period of time that families experience homelessness. Case managers assess the needs of homeless clients and help them sign up for benefits that they are eligible for which can help to prevent the recently homeless from becoming homeless again.

DRAFT

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

As there is no public housing in Daly City, the City's efforts to address the needs of public housing is limited. The City is available to work with the Housing Authority of San Mateo County (HASM) when requested.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

As there is no public housing in Daly City, the City's efforts to address the needs of public housing is limited. The City is available to work with the Housing Authority of San Mateo County (HASM) when requested.

Actions taken to provide assistance to troubled PHAs

No actions were taken as the HASM is not a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City took the following actions to reduce barriers to affordable housing:

- Continued to require developers to conduct community meetings regarding their proposed affordable housing projects,
- Continued to reduce parking requirements for affordable housing developments,
- Avoided rezoning properties that are presently designated or zoned for residential uses to non-residential uses,
- Rezoned properties designated for nonresidential uses to residential uses.
- Continued to provide one-stop permitting and parallel building plan checking through the Building Division, Planning Division, and Department of Public Works as an effort to streamline project approvals.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The housing and community development needs in Daly City exceed the City's resources to meet them. The City has attempted to meet obstacles to meeting underserved needs by collaborating with other public and private agencies and pursuing funding sources as they become available for specific priority activities.

The Bay Area is one of the most expensive housing markets in the country. An underserved need continues to be housing that is affordable to households at the lower income levels, and sometimes, at the middle income levels. The lack of funding for affordable housing and lack of vacant land is an obstacle to meeting this underserved need. To address this obstacle, the City adopted an Affordable Housing Ordinance to require below market rate units for ownership and rental residential developments.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City took the following actions to reduced lead-based paint hazards:

- Provided lead hazard information, notification and evaluation in its housing rehabilitation and

minor home repair programs.

- Required safe work practices in its housing rehabilitation and minor home repair programs,
- Provided information to contractors about training and certifications needed to provide lead-based paint abatement services,
- Coordinated with the County and neighboring local jurisdictions on efforts to reduce lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City took the following actions to reduce the number of poverty-level families:

- Supported public services that provide assistance to very low income families. This includes services that provide child care, legal assistance in cases of potential evictions, and literacy training.
- Provided information and referral at the City's Community Service Center which is part of the County's Core Service Network to connect families and individuals with various programs and services such as rental and utility assistance.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City took the following actions to develop institutional structure:

- Continued on-going efforts to streamline the review and approval process for new developments,
- Provided technical assistance to CDBG subrecipients in complying with HUD requirements,
- Continued on-going evaluation and revision of its processes,
- Participated in the Continuum of Care and coordinated with homeless service providers,
- Attended HUD trainings to stay informed on changes in HUD regulations and guidelines,
- Participated in local and regional collaborations, such as 21 Elements and DAHLIA. 21 Elements is a regional collaboration of the 21 jurisdictions in San Mateo County that collaborate on various planning and housing issues. DAHLIA is an online affordable housing portal originated in San Francisco that San Mateo County is looking to replicate.
- Participated in quarterly meetings with other CDBG/HOME grantees in San Mateo County.
- Collaborated with other CDBG grantees in San Mateo County to conduct joint monitoring visits of subrecipients.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City took the following actions to enhance coordination between public and private housing and social service agencies:

- Participated in the Continuum of Care which includes representatives from various public and private housing and social service agencies,
- Participated in the County's Core Service Agency Network through the City's Community Service Center which networks with various housing and social service agencies,
- Continued to update information on agencies and or collaboratives of housing and social service agencies serving Daly City residents.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City took the following actions identified in the Assessment of Fair Housing to overcome the effects of impediments identified in its Analysis of Impediments:

- Continued to fund Project Sentinel to conduct testing; educate landlords and property management companies about fair housing law, and to educate Daly City residents in fair housing rights.
- Continued to support efforts to educate housing providers about requirements for reasonable accommodation or modification.
- Continued to support efforts to educate buyers through credit counseling and home purchase training.
- Explored a fair housing audit program
- Continued to support efforts to strengthen use of Section 8

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

At the beginning of the program year, the Housing and Community Development staff identify the CDBG-funded activities to monitor. Public services are monitored on site by City staff at least once every three years to ensure compliance with CDBG regulations and to discuss constraints and opportunities facing each organization. Often times, if the subrecipient is also receiving CDBG funding from other jurisdictions in the County, the monitoring will be conducted jointly with staff from the other jurisdictions. Joint monitoring visits facilitate HUD compliance for the subrecipient as well as the City and the other jurisdictions.

In FY 18-19 three CDBG subrecipients were monitored, including Daly City Youth Health Center, Legal Aid Society of San Mateo County and John's Closet. For all three monitoring visits it was found that the subrecipient is making diligent efforts to comply with applicable federal requirements and that the organizations are providing exceptional services to their clients. Overall, the monitoring efforts found that the financial administration practices and client recordkeeping meets OMB and HUD regulatory requirements. The City had some concerns regarding the methodologies used to calculate household income. As a result of the monitoring effort and based on direction from the City, the three organizations have adopted revisions to their client intake and income source verification procedures and policies.

The City continues to meet at least quarterly with the other CDBG entitlement jurisdictions in San Mateo County to discuss best practices and share processes regarding compliance with various HUD requirements. The City encourages minority business outreach on its projects and provides Contract and Subcontract Activity reporting to HUD. It incorporates the requirement to make efforts to outreach to minority and Section 3 businesses in its funding agreements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

As specified in the City's Citizen Participation Plan, the City provides for public input on its Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER was drafted and put out for public

comment. The public comment period for the CAPER was from September 8, 2019 through September 23, 2019 and was noticed in the local paper The Examiner. The draft CAPER was also posted on the City's website, and made available at City Hall, the Community Service Center and the libraries. [CAPER comments to be entered here]. Appendix B provides a copy of the noticing of the public review period.

DRAFT

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in the City's program objectives. It did, however, make one Substantial Amendment when it was realized that additional funds were available from unspent prior year funds. An additional \$104,000 was allocated to the City's Residential Rehab program.

There were a couple of minor revisions to the Action Plan: (1) CIID received an additional \$6,000; and (2) the accomplishment goal for Legal Aid was reduced to allow Legal Aid to provide "deeper" assistance to fewer clients as opposed to "more shallow" services to a greater number of clients.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

DRAFT

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

During the program year, the City monitored Vista Grande and School House Station, two affordable housing projects about four blocks apart along Mission Street. Both properties were built in the mid-1990s and underwent a major renovation in 2012. It found the property to be in good condition and in compliance with housing codes and other applicable regulations. The City, however, found that two HOME units were occupied by overincome households and has requested the owner to redesignate the HOME units to bring the properties in compliance. The City will inspect Sweeney Lane in FY19-20. Hillcrest Gardens and 1293 Hillside were inspected in FY16-17.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units.

92.351(b)

92.351(b)

The City requires an affirmative marketing plan when HOME units are constructed. To affirmatively market HOME units, the City requests that the developer's marketing efforts include outreach to various organizations in the City, and postings on-line and in print with publications having a County-wide reach. All marketing material include the Equal Housing Opportunity logo. Any local live/work preferences that may be considered will involve consultation with the local HUD office.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

There was no HOME program income received in FY18-19 and no HOME program income used for projects.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing).

91.320(j)

The City took the following other actions to foster and maintain affordable housing:

- Explored other funding sources for affordable housing, and supported developer applications for funding,
- Encouraged higher density mixed-use developments,
- Collaborated with regional public and private agencies working to promote affordable housing,
- Monitored status of at-risk housing projects.

Introduced a pilot short-term rental assistance program using funds from the Daly City Housing Development Finance Agency. The Daly City Partnership administers the program out of the Community Service Center.

DRAFT

APPENDIX A

IDIS Reports

- **PR06 – Summary of Consolidated Plan Projects**
- **PR23- Summary of Community Development Accomplishments**
- **PR26 – Financial Summary**

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR06 - Summary of Consolidated Plan Projects for Report
Year

DATE: 9/17/2019
TIME: 5:54:47 PM
PAGE: 1/2

IDIS

Plan IDIS Year Project	Project Title and Description	Program	Project Estimate	Committed Amount	Amount Drawn Thru Report Year
2018 1	2018 CDBG Program Administration	Program administration for FY18-19 CDBG allocation.	\$223,546.00	\$223,546.00	\$147,976.46
2	Rebuilding Together Minor Home Repair	Safe at Home minor home repair program for low income households.	\$10,000.00	\$22,000.00	\$7,367.14
3	City Residential Rehab Program	Provide City Residential Rehabilitation program	\$400,000.00	\$503,999.97	\$241,582.41
4	CID/Housing Accessibility Modification (HAM) Program	Provide home accessibility modifications such as ramps and grab bars.	\$10,000.00	\$16,000.00	\$7,464.72
5	DCYHC/Youth Vocational Support		\$6,000.00	\$6,000.00	\$3,218.16
6	Human Investment Project/Homesharing	Provide information and referrals for low income households seeking affordable housing and matching them with people who have rooms to share.	\$12,000.00	\$0.00	\$0.00
7	Housing rehab	This project includes three activities that help to maintain and improve the City's housing stock: the City's Residential Rehab program; Rebuilding Together Safe At Home; CID Home Accessibility Modification Program.	\$330,501.00	\$0.00	\$0.00
8	LifeMoves Family Crossroads	Provide temporary transitional housing and services to homeless families and individuals. Services include case management, intake and assessment, and community referrals.	\$16,000.00	\$16,000.00	\$16,000.00
9	Johns Closet	Provide new clothing and hygiene kits for low income children ages 4 to 18.	\$5,000.00	\$5,000.00	\$0.00
10	Legal Aid/Homesavers	Provide legal assistance to Daly City residents with a focus on evictions and landlord-tenant disputes.	\$12,000.00	\$12,000.00	\$12,000.00
11	Peninsula Family Service	Provide year-round full-time subsidized child care services for low income families.	\$22,000.00	\$22,000.00	\$11,000.00
12	Project Read	Literacy program to help English-speaking adults improve their reading and writing skills.	\$20,000.00	\$20,000.00	\$7,382.00
13	Project Sentinel/Fair Housing	Fair housing program that includes public information and education on fair housing, referrals, and investigation of fair housing complaints.	\$7,500.00	\$7,500.00	\$3,252.08
14	2018 HOME program administration	HOME program administration	\$41,218.00	\$41,218.00	\$0.00
15	Affordable Housing Development	The City is exploring eligible affordable housing developments for HOME investment. The funds for this project include prior year HOME funds.	\$1,041,000.00	\$0.00	\$0.00
16	2018 Section 108 loan payment for Bayshore Community Center	Section 108 loan payments for Bayshore Community Center.	\$354,165.00	\$0.00	\$0.00

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR06 - Summary of Consolidated Plan Projects for Report
Year

DATE: 9/17/2019
TIME: 5:54:47 PM
PAGE: 2/2

IDIS

Plan IDIS Year Project	Project Title and Description		Program	Amount Available to Draw	Amount Drawn in Report Year
2018 1	2018 CDBG Program Administration	Program administration for FY18-19 CDBG allocation.	CDBG	\$75,569.54	\$147,976.46
2	Rebuilding Together Minor Home Repair	Safe at Home minor home repair program for low income households.	CDBG	\$14,632.86	\$7,367.14
3	City Residential Rehab Program	Provide City Residential Rehabilitation program	CDBG	\$262,417.56	\$241,582.41
4	CID/Housing Accessibility Modification (HAM) Program	Provide home accessibility modifications such as ramps and grab bars.	CDBG	\$8,535.28	\$7,464.72
5	DCYHC/Youth Vocational Support		CDBG	\$2,781.84	\$3,218.16
6	Human Investment Project/Homesharing	Provide information and referrals for low income households seeking affordable housing and matching them with people who have rooms to share.	CDBG	\$0.00	\$0.00
7	Housing rehab	This project includes three activities that help to maintain and improve the City's housing stock: the City's Residential Rehab program; Rebuilding Together Safe At Home; CID Home Accessibility Modification Program.	CDBG	\$0.00	\$0.00
8	LifeMoves Family Crossroads	Provide temporary transitional housing and services to homeless families and individuals. Services include case management, intake and assessment, and community referrals.	CDBG	\$0.00	\$16,000.00
9	Johns Closet	Provide new clothing and hygiene kits for low income children ages 4 to 18.	CDBG	\$5,000.00	\$0.00
10	Legal Aid/Homesavers	Provide legal assistance to Daly City residents with a focus on evictions and landlord-tenant disputes.	CDBG	\$0.00	\$12,000.00
11	Peninsula Famiy Service	Provide year-round full-time subsidized child care services for low income families.	CDBG	\$11,000.00	\$11,000.00
12	Project Read	Literacy program to help English-speaking adults improve their reading and writing skills.	CDBG	\$12,618.00	\$7,382.00
13	Project Sentinel/Fair Housing	Fair housing program that includes public information and education on fair housing, referrals, and investigation of fair housing complaints.	CDBG	\$4,247.92	\$3,252.08
14	2018 HOME program administration	HOME program administration	HOME	\$41,218.00	\$0.00
15	Affordable Housing Development	The City is exploring eligible affordable housing developments for HOME investment. The funds for this project include prior year HOME funds.	HOME	\$0.00	\$0.00
16	2018 Section 108 loan payment for Bayshore Community Center	Section 108 loan payments for Bayshore Community Center.	CDBG	\$0.00	\$0.00



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Summary of Accomplishments
Program Year: 2018

DATE: 09-17-19
TIME: 17:57
PAGE: 1

DALY CITY

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Housing	Rehab; Single-Unit Residential (14A)	3	\$249,640.08	4	\$48,363.12	7	\$298,003.20
	Rehab; Multi-Unit Residential (14B)	0	\$0.00	1	\$0.00	1	\$0.00
	Total Housing	3	\$249,640.08	5	\$48,363.12	8	\$298,003.20
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	1	\$16,000.00	1	\$5,261.00	2	\$21,261.00
	Legal Services (05C)	1	\$12,000.00	1	\$0.00	2	\$12,000.00
	Youth Services (05D)	2	\$3,218.16	2	\$11,000.00	4	\$14,218.16
	Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)	1	\$3,252.08	1	\$5,079.01	2	\$8,331.09
	Child Care Services (05L)	1	\$11,000.00	1	\$5,500.00	2	\$16,500.00
	Housing Information and Referral Services (05X)	1	\$6,774.19	0	\$0.00	1	\$6,774.19
	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	1	\$7,382.00	2	\$4,468.00	3	\$11,850.00
	Total Public Services	8	\$59,626.43	8	\$31,308.01	16	\$90,934.44
General Administration and Planning	General Program Administration (21A)	1	\$147,976.46	1	\$26,015.35	2	\$173,991.81
	Total General Administration and Planning	1	\$147,976.46	1	\$26,015.35	2	\$173,991.81
Repayment of Section 108 Loans	Planned Repayment of Section 108 Loan Principal (19F)	1	\$354,165.15	0	\$0.00	1	\$354,165.15
	Total Repayment of Section 108 Loans	1	\$354,165.15	0	\$0.00	1	\$354,165.15
Grand Total		13	\$811,408.12	14	\$105,686.48	27	\$917,094.60



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Summary of Accomplishments
Program Year: 2018

DATE: 09-17-19
TIME: 17:57
PAGE: 2

DALY CITY

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Program Year		
			Open Count	Completed Count	Totals
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	22	32	54
	Rehab; Multi-Unit Residential (14B)	Housing Units	0	18	18
	Total Housing		22	50	72
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	Persons	55	34	89
	Legal Services (05C)	Persons	468	700	1,168
	Youth Services (05D)	Persons	63	100	163
	Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)	Persons	12	14	26
	Child Care Services (05L)	Persons	35	91	126
	Housing Information and Referral Services (05X)	Persons	35	0	35
	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	Persons	71	83	154
	Total Public Services		739	1,022	1,761
Grand Total			761	1,072	1,833



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Summary of Accomplishments
Program Year: 2018

DATE: 09-17-19
TIME: 17:57
PAGE: 3

DALY CITY

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	20	8
	Black/African American	0	0	5	0
	Asian	0	0	22	1
	American Indian/Alaskan Native	0	0	17	11
	Asian & White	0	0	4	0
	Other multi-racial	0	0	4	1
	Total Housing	0	0	72	21
Non Housing	White	984	785	0	0
	Black/African American	95	13	0	0
	Asian	465	0	0	0
	American Indian/Alaskan Native	28	8	0	0
	Native Hawaiian/Other Pacific Islander	42	8	0	0
	American Indian/Alaskan Native & White	3	2	0	0
	Asian & White	13	0	0	0
	Black/African American & White	19	4	0	0
	Amer. Indian/Alaskan Native & Black/African Amer.	2	2	0	0
	Other multi-racial	110	12	0	0
	Total Non Housing	1,761	834	0	0
Grand Total	White	984	785	20	8
	Black/African American	95	13	5	0
	Asian	465	0	22	1
	American Indian/Alaskan Native	28	8	17	11
	Native Hawaiian/Other Pacific Islander	42	8	0	0
	American Indian/Alaskan Native & White	3	2	0	0
	Asian & White	13	0	4	0
	Black/African American & White	19	4	0	0
	Amer. Indian/Alaskan Native & Black/African Amer.	2	2	0	0
	Other multi-racial	110	12	4	1
	Total Grand Total	1,761	834	72	21



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Summary of Accomplishments
Program Year: 2018

DATE: 09-17-19
TIME: 17:57
PAGE: 4

DALY CITY

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low ($\leq 30\%$)	12	0	0
	Low ($>30\%$ and $\leq 50\%$)	7	0	0
	Mod ($>50\%$ and $\leq 80\%$)	3	0	0
	Total Low-Mod	22	0	0
	Non Low-Mod ($>80\%$)	0	0	0
	Total Beneficiaries	22	0	0
Non Housing	Extremely Low ($\leq 30\%$)	0	0	566
	Low ($>30\%$ and $\leq 50\%$)	0	0	146
	Mod ($>50\%$ and $\leq 80\%$)	0	0	26
	Total Low-Mod	0	0	738
	Non Low-Mod ($>80\%$)	0	0	1
	Total Beneficiaries	0	0	739



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2018
DALY CITY , CA

DATE: 09-18-19
TIME: 19:29
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	136,786.75
02 ENTITLEMENT GRANT	1,057,728.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	73,171.65
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	11,369.29
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,279,055.69

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	388,937.64
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	(29,907.33)
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	359,030.31
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	173,991.81
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	354,165.15
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	(13,335.66)
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	873,851.61
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	405,204.08

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	388,937.64
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	(29,907.33)
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	359,030.31
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2018 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	90,934.44
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	(6,719.49)
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	84,214.95
32 ENTITLEMENT GRANT	1,057,728.00
33 PRIOR YEAR PROGRAM INCOME	71,851.70
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	10,272.60
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,139,852.30
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	7.39%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	173,991.81
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	173,991.81
42 ENTITLEMENT GRANT	1,057,728.00
43 CURRENT YEAR PROGRAM INCOME	73,171.65
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	(13,335.66)
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,117,563.99
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	15.57%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2018
DALY CITY , CA

DATE: 09-18-19
TIME: 19:29
PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	7	646	6196096	Family Crossroads	03T	LMC	\$5,261.00
2018	8	668	6225230	Family Crossroads	03T	LMC	\$13,569.50
2018	8	668	6246991	Family Crossroads	03T	LMC	\$2,430.50
					03T	Matrix Code	\$21,261.00
2018	10	663	6225230	Homesavers Program	05C	LMC	\$7,878.11
2018	10	663	6246991	Homesavers Program	05C	LMC	\$4,121.89
					05C	Matrix Code	\$12,000.00
2017	5	657	6196096	Expanded Vocational Counseling Program	05D	LMC	\$6,000.00
2017	8	650	6196096	John's Closet	05D	LMC	\$5,000.00
2018	5	660	6259299	Expanded Vocational Counseling Program	05D	LMC	\$3,218.16
					05D	Matrix Code	\$14,218.16
2017	12	648	6196096	Project Sentinel	05J	LMC	\$5,079.01
2018	13	666	6232315	Project Sentinel	05J	LMC	\$330.60
2018	13	666	6246991	Project Sentinel	05J	LMC	\$2,000.35
2018	13	666	6259299	Project Sentinel	05J	LMC	\$921.13
					05J	Matrix Code	\$8,331.09
2017	10	653	6196096	Peninsula Family Service	05L	LMC	\$5,500.00
2018	11	658	6225230	Peninsula Family Service	05L	LMC	\$5,500.00
2018	11	658	6246991	Peninsula Family Service	05L	LMC	\$5,500.00
					05L	Matrix Code	\$16,500.00
2018	2	661	6225230	Shared Homes	05X	LMC	\$3,675.94
2018	2	661	6246991	Shared Homes	05X	LMC	\$3,098.25
					05X	Matrix Code	\$6,774.19
2017	11	649	6196096	Project Read	05Z	LMC	\$4,468.00
2018	12	665	6259299	Project Read	05Z	LMC	\$7,382.00
					05Z	Matrix Code	\$11,850.00
2017	3	655	6196096	Residential Rehabilitation	14A	LMH	\$46,824.87
2017	4	651	6196096	Housing Accessibility Modification Program - CID	14A	LMH	\$1,538.25
2018	2	667	6239516	Rebuilding Together - Safe at Home	14A	LMH	\$592.95
2018	3	670	6209769	Residential Rehabilitation	14A	LMH	\$90,204.08
2018	3	670	6218449	Residential Rehabilitation	14A	LMH	\$28,832.06
2018	3	670	6225230	Residential Rehabilitation	14A	LMH	\$40,575.30
2018	3	670	6232315	Residential Rehabilitation	14A	LMH	\$19,925.58
2018	3	670	6239516	Residential Rehabilitation	14A	LMH	\$16,079.65
2018	3	670	6246991	Residential Rehabilitation	14A	LMH	\$15,259.86
2018	3	670	6259299	Residential Rehabilitation	14A	LMH	\$15,677.13
2018	3	670	6267199	Residential Rehabilitation	14A	LMH	\$15,028.75
2018	4	662	6232315	Housing Accessibility Modification Program - CID	14A	LMH	\$840.08
2018	4	662	6246991	Housing Accessibility Modification Program - CID	14A	LMH	\$6,624.64
					14A	Matrix Code	\$298,003.20
Total							\$388,937.64

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2018
DALY CITY , CA

DATE: 09-18-19
TIME: 19:29
PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	7	646	6196096	Family Crossroads	03T	LMC	\$5,261.00
2018	8	668	6225230	Family Crossroads	03T	LMC	\$13,569.50
2018	8	668	6246991	Family Crossroads	03T	LMC	\$2,430.50
					03T	Matrix Code	\$21,261.00
2018	10	663	6225230	Homesavers Program	05C	LMC	\$7,878.11
2018	10	663	6246991	Homesavers Program	05C	LMC	\$4,121.89
					05C	Matrix Code	\$12,000.00
2017	5	657	6196096	Expanded Vocational Counseling Program	05D	LMC	\$6,000.00
2017	8	650	6196096	John's Closet	05D	LMC	\$5,000.00
2018	5	660	6259299	Expanded Vocational Counseling Program	05D	LMC	\$3,218.16
					05D	Matrix Code	\$14,218.16
2017	12	648	6196096	Project Sentinel	05J	LMC	\$5,079.01
2018	13	666	6232315	Project Sentinel	05J	LMC	\$330.60
2018	13	666	6246991	Project Sentinel	05J	LMC	\$2,000.35
2018	13	666	6259299	Project Sentinel	05J	LMC	\$921.13
					05J	Matrix Code	\$8,331.09
2017	10	653	6196096	Peninsula Family Service	05L	LMC	\$5,500.00
2018	11	658	6225230	Peninsula Family Service	05L	LMC	\$5,500.00
2018	11	658	6246991	Peninsula Family Service	05L	LMC	\$5,500.00
					05L	Matrix Code	\$16,500.00
2018	2	661	6225230	Shared Homes	05X	LMC	\$3,675.94
2018	2	661	6246991	Shared Homes	05X	LMC	\$3,098.25
					05X	Matrix Code	\$6,774.19
2017	11	649	6196096	Project Read	05Z	LMC	\$4,468.00
2018	12	665	6259299	Project Read	05Z	LMC	\$7,382.00
					05Z	Matrix Code	\$11,850.00
Total							\$90,934.44

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	1	654	6196096	CDBG Program Administration	21A		\$26,015.35
2018	1	669	6209769	CDBG Program Administration	21A		\$39,410.70
2018	1	669	6218449	CDBG Program Administration	21A		\$13,053.47
2018	1	669	6225230	CDBG Program Administration	21A		\$19,189.39
2018	1	669	6232315	CDBG Program Administration	21A		\$12,911.19
2018	1	669	6239516	CDBG Program Administration	21A		\$14,719.31
2018	1	669	6246991	CDBG Program Administration	21A		\$9,405.85
2018	1	669	6259299	CDBG Program Administration	21A		\$23,885.06
2018	1	669	6267199	CDBG Program Administration	21A		\$15,401.49
					21A	Matrix Code	\$173,991.81
Total							\$173,991.81

APPENDIX B

Affidavit of Publication

- **Substantial Amendment**
- **CAPER public review**

EXAMINER - DALY CITY INDEPENDENT

This space for filing stamp only

303 TWIN DOLPHIN DR #600, REDWOOD CITY, CA 94065
Telephone (650) 556-1556 / Fax () -

GAIL INTENDENCIA
CITY OF DALY CITY/CITY CLERK
333 90TH ST
DALY CITY, CA - 94015

NPEN#: 3203786

**CITY OF DALY CITY
NOTICE OF PUBLIC
HEARING REGARDING AN
AMENDMENT TO
THE 2018-19 HUD ACTION
PLAN**

NOTICE IS HEREBY GIVEN that on Monday, January 14, 2019, at 7:00 p.m. in City Hall, located at 333-90th Street, Daly City, California, the City Council of Daly City will consider a substantial amendment to the City's Fiscal Year 2018-19 HUD Action Plan. The Amendment pertains to the use of Community Development Block Grant (CDBG) funds. The purpose of the Public Hearing is to obtain all interested citizens' views on the proposed substantial amendment. Public comments, either oral or written, will be received, heard and discussed at this public hearing.

The City's 2018-19 HUD Action Plan allocated a total of \$400,000 in CDBG funds for the City's Housing Rehab program. Funding allocations described in the Action Plan were based on estimated resources at the time the plan was adopted. In November of 2018, the City confirmed a total of \$123,000 in unallocated CDBG funds due to prior year unspent funds.

The proposed Substantial Amendment would program up to \$110,000 of unallocated CDBG funds as additional funding for the City's 2018-19 Housing Rehabilitation Program.

ALL INTERESTED PERSONS ARE ENCOURAGED TO PARTICIPATE.

The City's Citizen Participation Plan for the HUD Consolidated Plan requires a minimum 30-day public review and comment period and public hearing for Substantial Amendments. The Daly City Council will hold a public hearing on January 14, 2019 to consider this draft Substantial Amendment at City Hall, City of Daly City, located at 333 - 90th Street, Daly City, California. The public comment and review period is from December 11, 2018 through January 14, 2019.

Copies of this draft Substantial Amendment are available at the City libraries, Daly City Community Service Center, City Hall, and

www.dalycity.org. All comments should be submitted to Betsy ZoBell, Housing and Community Development Supervisor, at City Hall, Economic and Community Development Department, 333-90th Street, Daly City, CA 94015.

For additional information regarding the draft Substantial Amendment or this public hearing, please contact Betsy ZoBell, Housing and Community Development Supervisor, at City Hall, 333 - 90th Street, Daly City, California, between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. The telephone for the HCD Supervisor is 650-991-8068. The City's TDD number is 650-991-8278.

Betsy ZoBell
Housing and Community Development Supervisor
12/16/18
NPEN-3203786#
EXAMINER - DALY CITY INDEPENDENT

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN MATEO) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:

NOTICE OF PUBLIC HEARING REGARDING AN

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the EXAMINER - DALY CITY INDEPENDENT, a newspaper published in the English language in the city of DALY CITY, county of SAN MATEO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN MATEO, State of California, under date 05/15/2001, Case No. 416408. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

12/16/2018

Executed on: 12/17/2018
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email

* A 0 0 0 0 0 4 9 4 0 7 2 8 *

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

GAIL INTENDENCIA
CITY OF DALY CITY/CITY CLERK
333 90TH ST
DALY CITY, CA 94015

NPEN 3291645

EXAMINER - DALY CITY
INDEPENDENT

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE

Ad Description

CITY OF DALY CITY NOTICE OF OPPORTUNITY FOR PUBLIC COMMENT
ON THE DRAFT CONSOLIDATED ANNUAL PERFORMANCE AND

To the right is a copy of the notice you sent to us for publication in the
EXAMINER - DALY CITY INDEPENDENT. Please read this notice carefully
and call us with any corrections. The Proof of Publication will be filed with the
County Clerk, if required, and mailed to you after the last date below.
Publication date(s) for this notice is (are):

09/08/2019

The charge(s) for this order is as follows. An invoice will be sent after the last
date of publication. If you prepaid this order in full, you will not receive an
invoice.

CITY OF DALY CITY NOTICE OF OPPORTUNITY FOR PUBLIC COMMENT ON THE DRAFT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

NOTICE IS HEREBY GIVEN
that the City of Daly City has
completed its preparation of
the Draft Consolidated
Annual Performance and
Evaluation Report (CAPER).
The CAPER summarizes
expenditures and accom-
plishments of the City's
Community Development
Block Grant (CDBG) and
HOME Programs during the
past fiscal year from July 1,
2018 through June 30, 2019.
Each year, the City of Daly
City receives CDBG and
HOME funds from the
federal Department of
Housing and Urban
Development (HUD). These
funds are to be used to meet
community development
needs of primarily low and
moderate income residents.
The Draft CAPER is
available for public review
and comment beginning
Sunday, September 8, 2019
through Monday, September
23, 2019. Copies of the Draft
CAPER are available at City
Hall, all City libraries, the
Daly City Community Service
Center, and on the City's
website. If you have any
questions or would like to
make any comments, please
contact Betsy ZoBell,
Housing and Community
Development Supervisor at
(650) 991-8068, Monday
through Friday or TDD (650)
991-8278. You may also mail
comments to Betsy ZoBell at
Economic and Community
Development Department,
333 90th Street, Daly City,
CA 94015.
The City Council will
consider approval of the
CAPER at its regularly
scheduled meeting on
Monday, September 23,
2019, at 7 p.m. in the City
Council Chambers at City
Hall, which is located at 333
90th St., Daly City.
The City of Daly City does
not discriminate on the basis
of disability in admission or
access to, or treatment of
employment in, its programs
or activities. Information
concerning the provisions of
the Americans with Disabili-
ties Act, and the rights
thereunder is available from
the City Manager's Office.
Betsy ZoBell
Housing and Community
Development Supervisor
9/8/19
NPEN-3291645#



APPENDIX C

Geographic Distribution of Activities

CAPITAL PROJECT, ECONOMIC DEVELOPMENT AND HOUSING ACTIVITIES – MAP 1

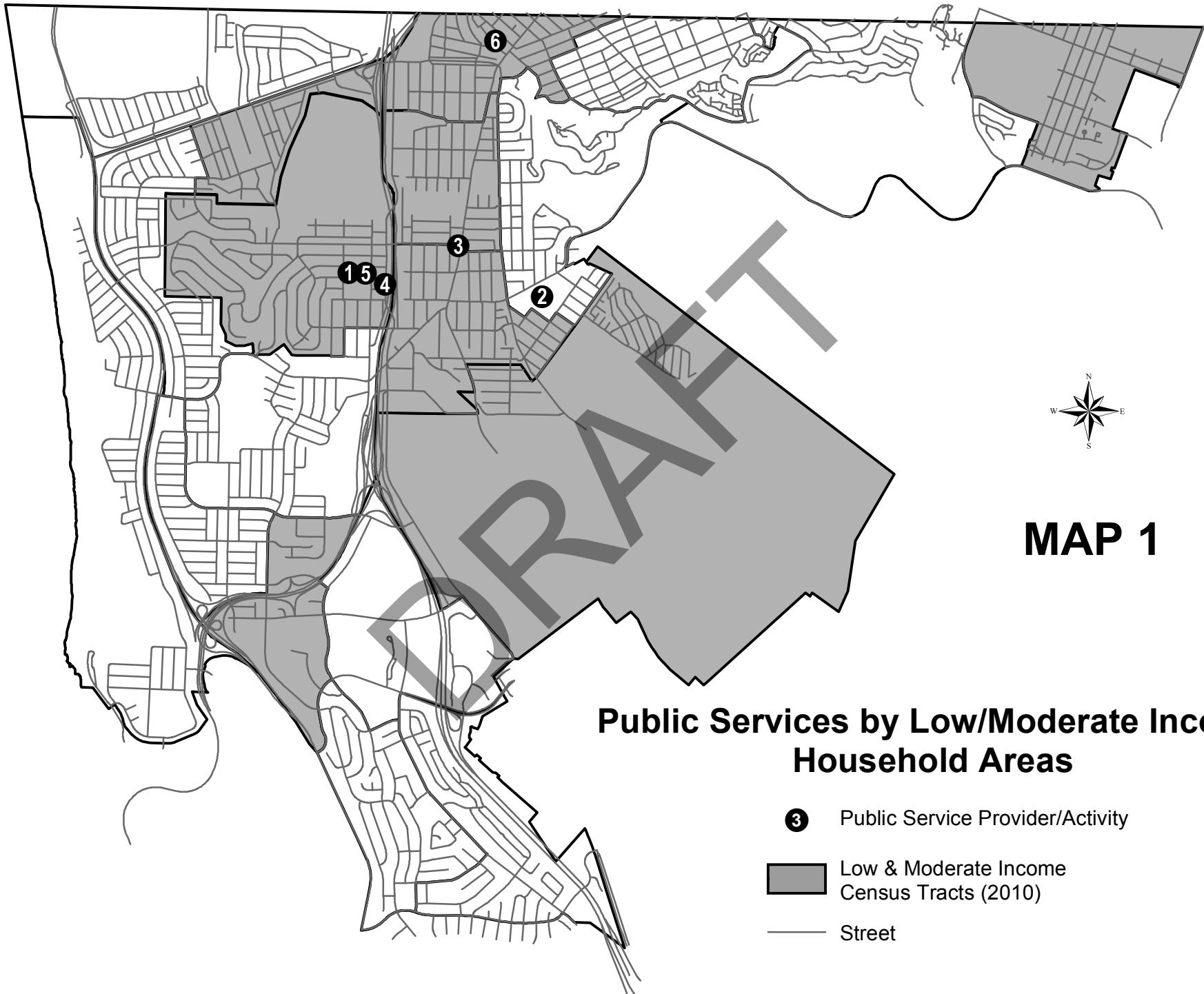
- The following Housing Activities were undertaken on a case-by-case basis and were located throughout the City:
 - Rebuilding Together – Safe at Home
 - Center for Independence of Individuals with Disabilities
 - City of Daly City Residential Rehabilitation Program

PUBLIC SERVICES – MAP 2

- 1: Family Crossroads
- 2: Legal Aid Society
- 3: Human Investment Project
- 4: John's Closet
- 5: Peninsula Family Services
- 6: Daly City Youth Health Center

The following public services have not been mapped because their headquarters and/or facilities are outside of Daly City:

- Project Read (South San Francisco)
- Project Sentinel (Redwood City)



APPENDIX D

FY18-19 CDBG Funding Table

Grantee/ Program Name	Total CDBG	Funds Expended	Percent
CDBG ADMINISTRATION			
Daly City/Gen. Administration	\$ 223,546	\$ 179,825.46	80%
HOUSING			
Daly City/Residential Rehab ¹	\$ 504,000	\$ 336,261.92	67%
Center for Independence of Individuals with Disabilities/HAM ²	\$ 16,000	\$ 14,121.56	88%
Rebuilding Together/Safe at Home	\$ 10,000	\$ 10,000.00	100%
CAPITAL IMPROVEMENTS			
Section 108 Loan Payments	\$ 354,165	\$ 354,165.00	100%
PUBLIC SERVICES			
DC Youth Health Ctr/Expanded Vocational Counseling Program	\$ 6,000	\$ 6,000.00	100%
Human Investment Project/Homesharing	\$ 12,000	\$ 12,000.00	100%
John's Closet	\$ 5,000	\$ 5,000.00	100%
Legal Aid Society/Homesavers	\$ 12,000	\$ 12,000.00	100%
LifeMoves/Family Crossroads	\$ 16,000	\$ 16,000.00	100%
Peninsula Family Service	\$ 22,000	\$ 22,000.00	100%
Project Read	\$ 20,000	\$ 20,000.00	100%
Project Sentinel	\$ 7,500	\$ 7,500.00	100%
TOTAL	\$ 1,208,211	\$ 994,873.94	82%

Notes:

1. There was a substantial amendment during the program year to increase funding from \$400,000 to \$504,000.
2. There was a minor amendment to increase funding from \$10,000 to \$16,000.

APPENDIX E

CAPER Tables 5-10

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	10,979,447
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	10,979,447
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	10,979,447

Table 1 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
n/a	n/a	0	0	0	0	0	0	0

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended for TBRA	Balance on hand at end of reporting period
\$	\$	\$	\$	\$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8– Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0	0			
Businesses Displaced		0	0			
Nonprofit Organizations Displaced		0	0			
Households Temporarily Relocated, not Displaced		0	0			
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

APPENDIX F

Table 1 Progress Summary

Goal	Category	FY18-19 Progress
AFH3: Preserve homeownership access	Affordable Housing	HCD staff provided technical assistance to developers in preparing affordable housing plans and negotiated affordable housing agreements for below market rate homeownership units. In addition, the City collaborated with HEART (Housing Endowment and Regional Trust) and hosted first time homebuyer workshops. In FY18-19 HEART provided downpayment assistance grants to buyers of three homes sold in Daly City.
AFH5: Facilitate development through zoning	Affordable Housing	Planning staff rezoned for Residential two sites that were zoned for commercial/retail uses thereby allowing for the construction of 75 townhomes and 167 apartments. Another site was upzoned to allow for an additional 100 units.
AFH7: Explore incentives for HCV participation	Affordable Housing	Several CDBG jurisdictions in the county met to begin discussions about this topic. It was decided that a future meeting may include landlords of large properties. The Housing Authority of San Mateo County has started a bonus incentive program for new landlords and continuing landlords.
AFH8: Educate community on housing gaps	Affordable Housing	The high rents and home sale prices make it clear that there is a lack of housing in the City. Staff attend community meetings to talk about how the City is addressing the issue, including the City's Affordable Housing Ordinance and the City's Short/Long term Room Rental Task force.
AFH10: Strengthen use of Section 8	Affordable Housing	See AFH7.
AFH11: Consider fair housing audit program	Fair Housing	HCD staff reached out to a fair housing provider and inquired about what a fair housing audit program would look like. The provider offered to provide a concept paper to submit to the City.



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: Extension of Exclusive Negotiating Agreement between the City of Daly City and Equity Residential for Property at 6401 Mission Street, Daly City California

Recommendation

Authorize the City Manager to execute the Second Extension of Exclusive Negotiating Agreement ("Third Extension") between the City of Daly City and Equity Residential.

Background

On March 31, 2017, the City released a Request for Qualifications to the development community for the development of 6401 Mission Street (Site #3) that was formerly owned by the Redevelopment Agency. On December 11, 2017, the City Council selected Equity Residential as the preferred developer of property at 6401 Mission Street. The City Council approved the Exclusive Negotiating Agreement on April 9, 2018.

Discussion

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

The City and Developer have negotiated in good faith for a draft Development Agreement (DA) and Disposition and Development Agreement (DDA). The attached Extension of the ENA establishes an additional six-month term to complete the negotiations and preparation of a Development Agreement and Disposition and Development Agreement. The developer has already submitted a deposit of \$20,000 that would be used to offset costs related to legal fees and consulting fees that the City incurs as part of this project and this deposit will roll over to an extended ENA.

Conclusion

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

Respectfully submitted,

Tatum Mothershead
Director, Economic and Community Development

Rose Zimmerman
City Attorney

Attachment

Draft Third Extension to Exclusive Negotiating Rights Agreement

THIRD EXTENSION OF EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT

THIS SECOND EXTENSION OF THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this “Second Extension Agreement”) is entered into effective as of March 19, 2019 (“**Effective Date**”) by and between the City of Daly City, a municipal corporation (“**City**”) and ERP Operating Limited Partnership, an Illinois limited partnership (“**Developer**”). City and Developer are hereinafter referred to collectively as the “**Parties**.”

RECITALS

A. The City and Developer entered into an Exclusive Negotiating Rights Agreement (“ENRA”) on April 19, 2018 for the purpose developing certain property located at 6401 Mission Street, Daly City, California.

B. The City and Developer entered into an Extension to the Exclusive Negotiating Rights Agreement (“ENRA”) on October 19, 2018 for the purpose developing certain property located at 6401 Mission Street, Daly City, California.

C. The purpose of the ENRA is to establish the procedures and standards for the negotiation of a potential disposition and development agreement (“**DDA**”) that would address: (i) the disposition of the Property from the City to Developer, and (ii) Developer’s development of the Project on the Property. As stated in the ENRA, the Agreement does not obligate the City to execute a DDA or convey the Property, or any portion thereof, to Developer, nor does it grant Developer the right, or obligate Developer, to develop the Project on the Property.

D. The ENRA, by its own terms, will terminate September 19, 2019, unless the ENRA is extended by mutual written agreement of the City and the Developer.

E. As of to date, the Parties continue to negotiate in good faith for the development of the Property and have made substantial progress in the negotiations, and desire to extend the ENRA an additional six (6) months to February 19, 2020.

AGREEMENT

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

1. Term. Pursuant to Section 5 of the Agreement, the ENRA between the City and Developer may be extended from the Effective Date of the Extension of the Exclusive Negotiation Rights Agreement dated September 19, 2019, at the discretion of the City Council to February 19, 2020.

2. Full Force and Effect. All terms and conditions in the ENRA dated April 19, 2018, and subsequent extensions shall remain in full force and effect and both the City and the Developer shall continue to be bound to the original terms for the extended Term of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF DALY CITY, a municipal corporation

By: _____
Shawwna Maltbie, City Manager

APPROVED AS TO FORM:

By: _____
Rose Zimmerman, City Attorney

DEVELOPER:

ERP OPERATING LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Equity Residential, a Maryland real estate investment trust,
its general partner

By: _____

Print Name: _____

Title: _____



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: Authorizing the City Manager to Execute a Facility Use Agreement between the City of Daly City and the American National Red Cross for Use of Recreation Facilities during Times of Local Disasters

Recommended Action

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a facility use agreement between the City of Daly City and the American National Red Cross (Red Cross) to allow Red Cross access to recreation community centers for use as emergency shelters in times of local disasters.

Background

The City of Daly City and the Red Cross have a history of working together to house and feed residents who have been displaced from their homes due to local emergencies or disasters, including floods, fires, and earthquakes. This year the Red Cross affirmed its desire to continue serving the residents of Daly City. Staff from the Red Cross worked with staff from the Department of Library and Recreation Services to re-certify the Bayshore Community Center, War Memorial, and Pacelli Gym/Café Doelger as potential shelter sites.

Daly City's three largest community centers, War Memorial, Bayshore, and Pacelli Gym, meet the Red Cross' criteria for sheltering displaced residents in the event of a large scale disaster, such as an earthquake. The Red Cross will work with City staff to operate emergency shelters at the community centers. The proposed agreement would only apply when Red Cross requests the use of one or more of the facilities to be used an emergency shelter.

Discussion

The authority of the American Red Cross to perform disaster services was formalized when it was chartered in 1905 and reaffirmed in the Federal Disaster Relief Act of 1974. Daly City, like many cities in the Bay Area, depends on the Red Cross to provide short-term housing to residents who have been displaced from their homes due to localized events, such as fires or floods. Although Daly City has not had to open a larger-scale shelter facility in Daly City, the possibility of a major earthquake exists. The San Andreas Fault runs directly beneath the western edge of Daly City, underscoring the potential for catastrophic damage during and after a significant seismic event.

Daly City's community centers could be converted to shelters to serve victims who suffer property loss or damage caused by an earthquake or other disaster. The Red Cross is prepared to provide the staff and equipment needed to transform gymnasiums into sleeping quarters. Additionally, the kitchens at the Bayshore Community Center, War Memorial Community Center, and the Pacelli Event Center could be used to prepare meals for people temporarily housed in the shelters.

California Government Code Section 3100 declares that all public employees will be prevailed upon to serve as disaster service workers. While the role of first responders, such as police officers and fire fighters, is generally understood, all city employees have an obligation to serve the community in times of disaster. In the case of library and recreation employees, they are typically

Subject: Facility Use Agreement between the City of Daly City and Red Cross
Meeting Date: September 23, 2019
Page 2 of 2

assigned to work in the Care and Shelter Unit, directly supporting volunteers and staff from the Red Cross. This would likely be the case in Daly City. In the coming months, the Red Cross will facilitate an Emergency Care and Shelter course for employees in Daly City's Department of Library and Recreation Services.

Fiscal Impact

There is no fiscal impact associated with the proposed facility use agreement.

Summary/Conclusion

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Joseph F. Curran". The signature is fluid and cursive, with the first name "Joseph" and last name "Curran" clearly distinguishable.

Joseph F. Curran
Director
Dept. of Library and Recreation Services

Attachment: Draft Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	City of Daly City
Address	333 90 th Street, Daly City, CA 94015
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Joseph F. Curran Director of Library and Recreation Services 111 Lake Merced Blvd., Daly City, CA 94015 650.746.8367
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	American Red Cross – NCCR – ARCBA – San Mateo County
Chapter Address	1710 Trousdale Drive, Burlingame, CA 94010
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Rita Ewing Disaster Program Manager, San Mateo County 510.368.8853
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

City of Daly City Facility List:**Bayshore Community Center**

450 Martin St.

Daly City, CA 94014

Pacelli Event Center + Doelger Cafe

145 Lake Merced Blvd. 101 Lake Merced Blvd.

Daly City, CA 94015 Daly City, CA 94015

War Memorial Community Center

6655 Mission St.

Daly City, CA 94015

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
 - b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
 - c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
 - e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.
10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.
11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.



Facility Use Agreement

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

The City of Daly City

Owner (Legal Name)

By (Signature)

Name (Printed)

Title

Date

The American National Red Cross

(Legal Name)

By (Signature)

Name (Printed)

Title

Date

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
DESIGNATING OCTOBER 20, 2019 AND EACH 20TH DAY OF OCTOBER THEREAFTER,
AS LEYTE LANDING COMMEMORATION DAY

WHEREAS, the Leyte Gulf Landing on October 20, 1944, led by General Douglas MacArthur that commenced on the eastern Philippine island of Leyte, is remembered as the liberation of the Philippines during World War II; and

WHEREAS, after General MacArthur had been evacuated from the Philippines in March 1942, all of its islands fell under the Japanese occupation from mid-1942 until mid-1944, an occupation that was harsh and accompanied by atrocities, with large numbers of Filipinos pressed into slavery; and

WHEREAS, when General Douglas MacArthur was ordered to leave, he had already established a strong rapport with Filipino people and the guerillas; as he left, he vowed, "I shall return" and the fulfillment of his promise is the reason that General MacArthur was declared a hero; and

WHEREAS, during the war, the efforts of Filipino and American defenders during the Battle of Bataan were widely covered by the press, as were the actions of the 100th Infantry and the 442nd Infantry, including the 1951 film "Go for Broke!" which portrayed their endeavors; and

WHEREAS, by contrast, the activities of the Filipino Infantry Regiment and its sister units were largely unpublicized, and it was not until the making of the documentaries "Unsung Heroes" and "An Untold Triumph" that any significant visual media covered the history of the regiment; and

WHEREAS, during the American reconquest of the Philippines, the Filipino guerillas struck openly against Japanese forces, carried out reconnaissance activities ahead of the advancing regular troops, and took their place in battle beside the advancing American divisions; and

WHEREAS, following the liberation of Leyte and victory in World War II, many GI war brides came from the Philippines to the United States, which resulted in a dramatic population boom of the first and second generation Filipino American-born offspring in the United States, creating a new milestone marking growing presence and influence of Filipinos in the United States that carries on today.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Daly City that October 20, 2019 and each 20th day of October thereafter, LEYTE LANDING COMMEMORATION DAY.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
DESIGNATING OCTOBER 20, 2019 AND EACH 20TH DAY OF OCTOBER THEREAFTER,
AS LEYTE LANDING COMMEMORATION DAY

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2019, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

APPROVED:

CITY CLERK OF THE CITY OF DALY CITY

MAYOR OF THE CITY OF DALY CITY

CITY OF DALY CITY
CHECK REGISTERS
FOR THE MONTH OF AUGUST 2019

08/12/2019

CHASE CREDIT CARD - N/A – Electronic Payment

08/15/2019

CHECKS ISSUED - #377723 TO #378071

CANCELLED CHECK - #377763

VOID CHECK - NONE

08/21/19

CHECKS ISSUED - #378072

CANCELLED CHECK - NONE

VOID CHECK - NONE

08/30/19

CHECKS ISSUED - #378073 TO 378355

CANCELLED CHECK - NONE

VOID CHECK - NONE

08/31/2019

CHECKS ISSUED - #378356 TO 378357

CANCELLED CHECK - NONE

VOID CHECK - NONE

AUDITED



ACTING FINANCE DIRECTOR

APPROVED

CITY MANAGER

APPROVED

MAYOR

APPROVED

VICE MAYOR

ACCOUNTS PAYABLE CHECK RUN SUMMARY
FISCAL YEAR 2019-2020

	MONTH	TOTAL
2019	July	\$ 7,801,241.60
	August	8,749,338.00
	September	
	October	
	November	
	December	
2020	January	
	February	
	March	
	April	
	May	
	June	
	TOTAL	\$ 16,550,579.60

AUGUST 2019 BREAK DOWN OF EXPENSES BY FUND

Fund	Total for Month	Total for Year	% of Total
General Fund	\$ 2,615,492.13	\$ 5,354,344.48	32.4%
Gas Tax Fund	1,608,314.45	2,511,949.42	15.2%
Utility/Enterprise Funds	4,525,531.42	8,684,285.70	52.5%
Total:	\$ 8,749,338.00	\$ 16,550,579.60	100.0%

City of Daly City 08/30/19 VOID, TYPED & REVERSED A/P CHECK REGISTER Page 1
 FRI, AUG 30, 2019, 1:31 PM --req: TCHO-----leg: GL JL--loc: ONSITE----job: 833408 #J093-----prog: BK200 <1.35>--report id: CKREG---

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
CB00081219	49024	JP MORGAN CHASE BANK N	08/12/19	50,916.69	HW	TR		Hand Written

GRAND TOTALS:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	0.00	Number of Checks Processed:	0
Total Hand Written	50,916.69	Number of Checks Processed:	1
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0
GRAND TOTAL	50,916.69		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00377723	46218R	24/7 ROOTER & PLUMBING SERVIC	08/15/19	4,000.00	MW	OH	
AP00377724	26077	A 1 RHINO LININGS	08/15/19	554.14	MW	OH	
AP00377725	51527R	A ONE CONSTRUCTION	08/15/19	1,100.00	MW	OH	
AP00377726	52558	ACCOUNTEMPS	08/15/19	2,211.00	MW	OH	
AP00377727	15222	ACTION SPORTS	08/15/19	839.04	MW	OH	
AP00377728	53561	ACTION TOWING	08/15/19	1,400.00	MW	OH	
AP00377729	1514	ADAM HILL COMPANY, THE	08/15/19	1,152.82	MW	OH	
AP00377730	13854	AECO SYSTEMS INC	08/15/19	480.00	MW	OH	
AP00377731	50660	AETYPIC INC	08/15/19	4,299.68	MW	OH	
AP00377732	48347	ALAMEDA COUNTY SHERIFF'S OFFI	08/15/19	1,005.00	MW	OH	
AP00377733	1025	ALHAMBRA	08/15/19	416.15	MW	OH	
AP00377734	37095	ALL INDUSTRIAL ELECTRIC SUPPL	08/15/19	447.25	MW	OH	
AP00377735	39657	ALL STAR GLASS	08/15/19	570.79	MW	OH	
AP00377736	2083	AMERICA COPY & PRINTING CO	08/15/19	421.95	MW	OH	
AP00377737	45439JREN	AMERICAN MEDICAL RESPONSE	08/15/19	1,021.00	MW	OH	
AP00377738	38846	AMERICAN MESSAGING	08/15/19	29.06	MW	OH	
AP00377739	35696	AMERIPRIDE	08/15/19	2,007.21	MW	OH	
AP00377740	24868	ANIXTER INC	08/15/19	4,798.73	MW	OH	
AP00377741	46585	ANTHEM BLUE CROSS	08/15/19	139.50	MW	OH	
AP00377742	46585	ANTHEM BLUE CROSS	08/15/19	127.20	MW	OH	
AP00377743	1259	ARAMARK UNIFORM SERVICES INC	08/15/19	413.50	MW	OH	
AP00377744	40282R	ARMSTRONG INSTALLATION SERVIC	08/15/19	275.00	MW	OH	
AP00377745	47007	ARTHUR J GALLAGHER & COMPANY	08/15/19	635,960.09	MW	OH	
AP00377746	2697	ASSOCIATION OF BAY AREA GOVER	08/15/19	23,781.79	MW	OH	
AP00377747	1101	AT&T	08/15/19	256.18	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00377748	47003	AT&T	08/15/19	80.00	MW	OH	
AP00377749	6413	AT&T	08/15/19	5,396.82	MW	OH	
AP00377750	44891	AT&T MOBILITY	08/15/19	61.18	MW	OH	
AP00377751	7707	ATHERTON POLICE DEPARTMENT	08/15/19	120.00	MW	OH	
AP00377752	54723	AUCA WESTERN FIRST AID & SAFE	08/15/19	780.65	MW	OH	
AP00377753	13192	AUDIOLOGICAL SERVICES	08/15/19	240.00	MW	OH	
AP00377754	29643	AUTO COLLISION CENTER	08/15/19	1,666.80	MW	OH	
AP00377755	53625	AVENU MUNISERVICES LLC	08/15/19	3,623.62	MW	OH	
AP00377756	34520	BAKER ENGINEERING	08/15/19	3,050.00	MW	OH	
AP00377757	3952	BAY AREA BARRICADE SERVICE IN	08/15/19	1,869.19	MW	OH	
AP00377758	19200	BIRITE FOODSERVICE DISTRIBUTO	08/15/19	2,329.63	MW	OH	
AP00377759	51296	BLUE LINE TRANSFER INC	08/15/19	65.00	MW	OH	
AP00377760	23723R	BOYES, JAVIER	08/15/19	720.00	MW	OH	
AP00377761	17928	BRESNAHAN, FRANCIS	08/15/19	36,856.88	MW	OH	
AP00377762	3349	BROADMOOR LANDSCAPE SUPPLY	08/15/19	60.55	MW	OH	
AP00377763	39468	BROADMOOR TOW LLC	08/15/19	125.00	MW	OH	
AP00377764	3064	BROWN & CALDWELL INC	08/15/19	12,488.25	MW	OH	
AP00377765	54818R	BRUCE DAVIDSON	08/15/19	235.62	MW	OH	
AP00377766	29354	BUCHANAN AUTO ELECTRIC INC	08/15/19	336.32	MW	OH	
AP00377767	48259	BWNVT MOTORS INC	08/15/19	7,590.11	MW	OH	
AP00377768	53138R	CAL PACIFIC CONSTRUCTION INC	08/15/19	3,986.00	MW	OH	
AP00377769	42619	CALIFORNIA BUILDING STANDARDS	08/15/19	994.50	MW	OH	
AP00377770	34077	CALIFORNIA LAW ENFORCEMENT AS	08/15/19	50.00	MW	OH	
AP00377771	1196	CALIFORNIA WATER SERVICE COMP	08/15/19	204.46	MW	OH	
AP00377772	54811R	CARRILLO, MATTHEW	08/15/19	100.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00377773	48351	CAVENDISH SQUARE PUBLISHING	08/15/19	777.46	MW	OH	
AP00377774	28636	CDW GOVERNMENT INC	08/15/19	12,535.38	MW	OH	
AP00377775	24769	CENTER POINT LARGE PRINT	08/15/19	45.75	MW	OH	
AP00377776	10299JPA	CENTRAL COUNTY FIRE DEPARTMEN	08/15/19	22,231.67	MW	OH	
AP00377777	40597R	CENTRAL ROOFING INC	08/15/19	275.00	MW	OH	
AP00377778	3893	CERTIFIED LABORATORIES	08/15/19	202.83	MW	OH	
AP00377779	1882	CH BULL COMPANY	08/15/19	280.77	MW	OH	
AP00377780	54812R	CHAN, LINDA	08/15/19	73.12	MW	OH	
AP00377781	54813R	CHANG, ALBERT	08/15/19	1,775.00	MW	OH	
AP00377782	21553R	CHANG, ALICE	08/15/19	155.97	MW	OH	
AP00377783	54814R	CHI, EDWIN UH	08/15/19	400.00	MW	OH	
AP00377784	54815R	CHU, JAMES	08/15/19	300.00	MW	OH	
AP00377785	54807R	CHUNG, FIONA	08/15/19	1,475.00	MW	OH	
AP00377786	54816R	CIFENTES, ANA LUCIA	08/15/19	400.00	MW	OH	
AP00377787	48727	CINTAS CORPORATION	08/15/19	1,349.04	MW	OH	
AP00377788	3678	CINTAS CORPORATION #464	08/15/19	5,959.28	MW	OH	
AP00377789	35395	CITY AUTO SUPPLY	08/15/19	10,702.89	MW	OH	
AP00377790	46465JPA	CITY OF BELMONT	08/15/19	5,357.50	MW	OH	
AP00377791	6649JPA	CITY OF BRISBANE	08/15/19	3,389.33	MW	OH	
AP00377792	43155JPA	CITY OF DALY CITY	08/15/19	13,677.42	MW	OH	
AP00377793	39528	CITY OF FOSTER CITY	08/15/19	3,500.00	MW	OH	
AP00377794	5342JPA	CITY OF FOSTER CITY	08/15/19	5,892.42	MW	OH	
AP00377795	6034JPA	CITY OF PACIFICA	08/15/19	4,888.00	MW	OH	
AP00377796	6579JPA	CITY OF REDWOOD CITY	08/15/19	10,204.75	MW	OH	
AP00377797	20562JPA	CITY OF SAN BRUNO	08/15/19	3,568.58	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00377798	46083JPA	CITY OF SAN CARLOS	08/15/19	6,008.67	MW	OH	
AP00377799	25816JPA	CITY OF SAN MATEO	08/15/19	14,993.58	MW	OH	
AP00377800	51061	CLEAN VENT INC	08/15/19	690.00	MW	OH	
AP00377801	20045	CLEANSMAST SOLUTIONS INC	08/15/19	5,556.43	MW	OH	
AP00377802	18465	CLEARLITE TROPHIES	08/15/19	48.72	MW	OH	
AP00377803	25819JPA	COLMA FIRE PROTECTION DISTRICT	08/15/19	2,968.08	MW	OH	
AP00377804	47244	COMCAST	08/15/19	90.41	MW	OH	
AP00377805	51634	COMCAST	08/15/19	69.95	MW	OH	
AP00377806	40882RJPA	COMER, SHERYL	08/15/19	128.03	MW	OH	
AP00377807	12578	COMPLETE LINEN SERVICE INC	08/15/19	201.02	MW	OH	
AP00377808	36632R	CORDELLOS, JANET	08/15/19	678.49	MW	OH	
AP00377809	40168	CORELOGIC	08/15/19	67.00	MW	OH	
AP00377810	30109	CORELOGIC SOLUTIONS LLC	08/15/19	220.36	MW	OH	
AP00377811	51167R	COSGROVE, JOSHUA	08/15/19	120.16	MW	OH	
AP00377812	54852R	COSTANZO, GERRY	08/15/19	200.00	MW	OH	
AP00377813	14930	COUNTY OF SAN MATEO	08/15/19	3,990.67	MW	OH	
AP00377814	43157JPA	COUNTY OF SAN MATEO	08/15/19	1,340.29	MW	OH	
AP00377815	1053	CPS HR CONSULTING	08/15/19	199.00	MW	OH	
AP00377816	54817R	CRATUS INC	08/15/19	1,200.00	MW	OH	
AP00377817	42324	CRIME SCENE CLEANERS INC	08/15/19	175.00	MW	OH	
AP00377818	48323	CRYSTAL CREAMERY	08/15/19	828.27	MW	OH	
AP00377819	33715	CSAC EXCESS INSURANCE AUTHORITY	08/15/19	532,572.00	MW	OH	
AP00377820	28906	CSG CONSULTANTS INC	08/15/19	38,316.25	MW	OH	
AP00377821	25580	CWEA-MEMBERSHIP	08/15/19	2,131.12	MW	OH	
AP00377822	19907	CWEA-TCP	08/15/19	87.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00377823	47141	CYO TRANSPORTATION	08/15/19	1,906.00	MW	OH		
AP00377824	1042	D C LOCK & SECURITY SERVICE	08/15/19	4.10	MW	OH		
AP00377825	1836	DAILY JOURNAL CORPORATION	08/15/19	255.00	MW	OH		
AP00377826	1414	DALY CITY CENTRAL CASHIER	08/15/19	1,309.04	MW	OH		
AP00377827	1793	DALY CITY TOOL MART	08/15/19	1,431.72	MW	OH		
AP00377828	3364	DEPARTMENT OF CONSERVATION	08/15/19	2,806.52	MW	OH		
AP00377829	1299	DEPARTMENT OF JUSTICE	08/15/19	694.00	MW	OH		
AP00377830	20552	DEWEY PEST CONTROL INC	08/15/19	40,828.32	MW	OH		
AP00377831	26138R	DISCOUNT PLUMBING & HEATING	08/15/19	4,000.00	MW	OH		
AP00377832	29007	DLT SOLUTIONS LLC	08/15/19	4,537.40	MW	OH		
AP00377833	1061	DUNN EDWARDS CORPORATION	08/15/19	300.69	MW	OH		
AP00377834	21260	E B BRADLEY COMPANY INC	08/15/19	137.66	MW	OH		
AP00377835	48177	EAST BAY TIRE CO	08/15/19	1,642.31	MW	OH		
AP00377836	54819R	ELITE ROOTER INC	08/15/19	2,000.00	MW	OH		
AP00377837	51834	EMERGENCY REPORTING	08/15/19	643.58	MW	OH		
AP00377838	51076	ENVIRONMENTAL LEAD DETECT INC	08/15/19	275.00	MW	OH		
AP00377839	54820R	ESTRADA, LUCY	08/15/19	150.00	MW	OH		
AP00377840	26327	EWING IRRIGATION PRODUCTS INC	08/15/19	81.16	MW	OH		
AP00377841	23379R	EXCELLENT TECHNICAL ROOFING C	08/15/19	550.00	MW	OH		
AP00377842	36077	FASTENAL COMPANY	08/15/19	2,043.82	MW	OH		
AP00377843	54397	FBD VANGUARD CONSTRUCTION INC	08/15/19	95,740.05	MW	OH		
AP00377844	13885	FBINAA-CALIFORNIA CHAPTER	08/15/19	898.00	MW	OH		
AP00377845	10971	FEDEX OFFICE	08/15/19	39.90	MW	OH		
AP00377846	52678	FERGUSON GROUP LLC, THE	08/15/19	6,500.00	MW	OH		
AP00377847	37459	FIRE CONNECTION INC, THE	08/15/19	256.40	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00377848	19787	FIRST CHOICE COFFEE SERVICES	08/15/19	225.32	MW	OH		
AP00377849	G-HERNANDEZ	FRANCHISE TAX BOARD	08/15/19	490.71	MW	OH		
AP00377850	G-HOLMES	FRANCHISE TAX BOARD	08/15/19	200.00	MW	OH		
AP00377851	48009	GALE CENGAGE LEARNING	08/15/19	206.96	MW	OH		
AP00377852	48247	GCS ENVIRONMENTAL EQUIPMENT S	08/15/19	804.20	MW	OH		
AP00377853	5002	GHILOTTI BROS INC	08/15/19	12,500.00	MW	OH		
AP00377854	30509	GOODYEAR COMMERCIAL TIRE & SE	08/15/19	1,683.14	MW	OH		
AP00377855	31925	GOVCONNECTION INC	08/15/19	180.42	MW	OH		
AP00377856	47692	GOVERNMENT FINANCE RESEARCH G	08/15/19	4,990.00	MW	OH		
AP00377857	54823R	GRADO, GAIL	08/15/19	55.00	MW	OH		
AP00377858	54822R	GRADO, JAMIE	08/15/19	55.00	MW	OH		
AP00377859	1754	GRAINGER INC	08/15/19	1,206.32	MW	OH		
AP00377860	36985	GRAND INDUSTRIES INC	08/15/19	50,000.00	MW	OH		
AP00377861	1571	GRANITEROCK	08/15/19	1,549.21	MW	OH		
AP00377862	51118R	GROGAN, GREGORY	08/15/19	143.20	MW	OH		
AP00377863	54802R	GU, FRANCES	08/15/19	200.29	MW	OH		
AP00377864	52074	HARD DRIVE GRAPHICS	08/15/19	723.19	MW	OH		
AP00377865	3702	HARRINGTON INDUSTRIAL PLASTIC	08/15/19	315.25	MW	OH		
AP00377866	54235	HARRIS COMPUTER SYSTEMS	08/15/19	53,321.60	MW	OH		
AP00377867	54753R	HENSLEY, SIERRA	08/15/19	153.95	MW	OH		
AP00377868	17021	HF&H CONSULTANTS LLC	08/15/19	18,445.00	MW	OH		
AP00377869	9049	HI TECH EVS INC	08/15/19	434.59	MW	OH		
AP00377870	32874R	HIGHLAND CONSTRUCTION	08/15/19	275.00	MW	OH		
AP00377871	29488	HINES EDM INC	08/15/19	2,306.75	MW	OH		
AP00377872	15857	HOME DEPOT CREDIT SERVICES	08/15/19	8,503.15	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00377873	54590	HOME DEPOT PRO, THE	08/15/19	2,077.14	MW	OH		
AP00377874	35284R	HUSSAIN, SHEIKH	08/15/19	905.14	MW	OH		
AP00377875	54824R	HY CONSTRUCTION	08/15/19	3,035.60	MW	OH		
AP00377876	54825R	HYUN, JOHN	08/15/19	725.00	MW	OH		
AP00377877	31955	IBM CORPORATION	08/15/19	5,925.66	MW	OH		
AP00377878	41446	IDVILLE	08/15/19	2,251.99	MW	OH		
AP00377879	2411	INTERSTATE TRAFFIC CONTROL PR	08/15/19	430.88	MW	OH		
AP00377880	38914	J P COOKE COMPANY	08/15/19	235.73	MW	OH		
AP00377881	54826R	JACOBSON, MARKUS	08/15/19	1,000.00	MW	OH		
AP00377882	19553R	JL CONSTRUCTION	08/15/19	1,736.75	MW	OH		
AP00377883	14416	JOHNSTONE SUPPLY	08/15/19	15.99	MW	OH		
AP00377884	54699R	JORGE LOPEZ ROOFING INC	08/15/19	275.00	MW	OH		
AP00377885	54827R	JS CONSTRUCTION	08/15/19	1,081.98	MW	OH		
AP00377886	7901	K 119 OF CALIFORNIA INC	08/15/19	163.39	MW	OH		
AP00377887	48768R	K J WOOD CONSTRUCTION INC	08/15/19	2,000.00	MW	OH		
AP00377888	49417	KAZIKA CONTRUCTION	08/15/19	17,032.00	MW	OH		
AP00377889	39220	KELLER CENTER, THE	08/15/19	300.00	MW	OH		
AP00377890	54612R	KFL CONSTRUCTION INC	08/15/19	22,226.52	MW	OH		
AP00377891	53295R	KHO, ANNA	08/15/19	126.42	MW	OH		
AP00377892	14636R	KLATT, JOHN	08/15/19	54.60	MW	OH		
AP00377893	33914	KOFFLER ELECTRICAL MECHANICAL	08/15/19	23,087.70	MW	OH		
AP00377894	31618	KOMPAN INC	08/15/19	773.83	MW	OH		
AP00377895	36720	KONECRANES INC	08/15/19	1,730.00	MW	OH		
AP00377896	31870R	KRAUSS, GREG	08/15/19	180.28	MW	OH		
AP00377897	54804R	KUEN, FRANCIS	08/15/19	3,000.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00377898	54829R	LAM, JULIE	08/15/19	795.84	MW	OH	
AP00377899	13776	LANGUAGE LINE SERVICES	08/15/19	419.87	MW	OH	
AP00377900	48008LAW	LAW OFFICES OF BURKE WILLIAMS	08/15/19	20,087.50	MW	OH	
AP00377901	54828R	LAW, CHERIE	08/15/19	1,775.00	MW	OH	
AP00377902	8614	LC ACTION POLICE SUPPLY LTD	08/15/19	4,437.22	MW	OH	
AP00377903	54830R	LEEUWEN, GEMINI VAN	08/15/19	1,175.00	MW	OH	
AP00377904	33497	LEGACY MECHANICAL & ENERGY SE	08/15/19	546.53	MW	OH	
AP00377905	29200	LEGAL SHIELD	08/15/19	327.04	MW	OH	
AP00377906	45083	LEHR	08/15/19	400.00	MW	OH	
AP00377907	36651	LERNER PUBLISHING GROUP	08/15/19	91.32	MW	OH	
AP00377908	53869	LEW EDWARDS GROUP, THE	08/15/19	6,500.00	MW	OH	
AP00377909	54831R	LI, JIANG	08/15/19	500.00	MW	OH	
AP00377910	54832R	LIBERTY MUTUAL INSURANCE	08/15/19	2,159.93	MW	OH	
AP00377911	12906LAW	LIEBERT CASSIDY WHITMORE	08/15/19	18,970.00	MW	OH	
AP00377912	54808R	LIM, ANDREW	08/15/19	150.00	MW	OH	
AP00377913	51502	LIN, VICTOR	08/15/19	104.80	MW	OH	
AP00377914	54833R	LIU, JEFFREY	08/15/19	1,233.72	MW	OH	
AP00377915	54834R	LIU, TIE JUN	08/15/19	500.00	MW	OH	
AP00377916	35459	LIVE OAK MEDIA	08/15/19	22.95	MW	OH	
AP00377917	26053R	LOPEZ, OSCAR	08/15/19	400.00	MW	OH	
AP00377918	29332	LORAL LANDSCAPING	08/15/19	19,709.48	MW	OH	
AP00377919	43199	LUMANAUW, VIVIENA	08/15/19	3,447.60	MW	OH	
AP00377920	46746	LUXURY DETAIL INC	08/15/19	1,250.00	MW	OH	
AP00377921	54835R	MAFFEI, URBANO	08/15/19	500.00	MW	OH	
AP00377922	21044	MAKE ME A PRO SPORTS	08/15/19	3,520.63	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00377923	27066	MANAGED HEALTH NETWORK	08/15/19	1,857.60	MW	OH	
AP00377924	28105	MANAGEMENT PARTNERS INC	08/15/19	4,846.67	MW	OH	
AP00377925	52773R	MANALO, JUSLYN	08/15/19	113.10	MW	OH	
AP00377926	54836R	MANZO, JUAN MARTINEZ	08/15/19	600.00	MW	OH	
AP00377927	23906R	MEDINA, RICHARD	08/15/19	192.00	MW	OH	
AP00377928	25805JPA	MENLO PARK FIRE PROTECTION DI	08/15/19	19,454.83	MW	OH	
AP00377929	23949	METRO MOBILE COMMUNICATIONS	08/15/19	1,740.26	MW	OH	
AP00377930	26465	MID PENINSULA BOYS & GIRLS CL	08/15/19	25,000.00	MW	OH	
AP00377931	22863	MIDWEST TAPE INC	08/15/19	83.76	MW	OH	
AP00377932	54476R	MING DA CONSTRUCTION	08/15/19	3,053.11	MW	OH	
AP00377933	54837R	MOISES, NOEL	08/15/19	187.88	MW	OH	
AP00377934	15396	MOSS RUBBER & EQUIPMENT CORP	08/15/19	3,327.62	MW	OH	
AP00377935	39868R	MR ROOFING INC	08/15/19	775.00	MW	OH	
AP00377936	32422	MUFG UNION BANK N A	08/15/19	2,507.00	MW	OH	
AP00377937	54624	MULTICULTURAL BOOKS & VIDEOS	08/15/19	36.19	MW	OH	
AP00377938	15210	MUNICIPAL MAINTENANCE EQUIPME	08/15/19	393.41	MW	OH	
AP00377939	7857	NELSON, PETER	08/15/19	480.00	MW	OH	
AP00377940	22005	NEOPOST USA INC	08/15/19	970.32	MW	OH	
AP00377941	54400	NET ZEALOUS LLC DBA TRAINHR	08/15/19	599.00	MW	OH	
AP00377942	40422R	NEW CITY CONSTRUCTION GROUP I	08/15/19	275.00	MW	OH	
AP00377943	37013R	NEW PACIFIC ROOFING CO INC	08/15/19	825.00	MW	OH	
AP00377944	46852	NEWEGG BUSINESS INC	08/15/19	2,669.24	MW	OH	
AP00377945	54810R	NG, DANNY	08/15/19	150.00	MW	OH	
AP00377946	42266R	NGUYEN, MARK & JUDY	08/15/19	500.00	MW	OH	
AP00377947	25761	NORTHERN SAFETY CO INC	08/15/19	91.61	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00377948	30978	OCT WATER QUALITY ACADEMY	08/15/19	1,400.00	MW	OH	
AP00377949	40765RJPA	ODLE, JOHN	08/15/19	51.04	MW	OH	
AP00377950	1055	OFFICE DEPOT	08/15/19	1,873.14	MW	OH	
AP00377951	15337	OFFICE DEPOT	08/15/19	110.41	MW	OH	
AP00377952	42500	OFFICE DEPOT	08/15/19	3,585.92	MW	OH	
AP00377953	54838R	OH, ANGIE	08/15/19	2,328.64	MW	OH	
AP00377954	54839R	ORTEGA, LETICIA	08/15/19	400.00	MW	OH	
AP00377955	18907R	ORTIZ, EDDY	08/15/19	614.00	MW	OH	
AP00377956	42838	PACE SUPPLY CORP	08/15/19	236.87	MW	OH	
AP00377957	10360R	PACIFIC GAS & ELECTRIC	08/15/19	1,500.00	MW	OH	
AP00377958	1080	PACIFIC NURSERIES	08/15/19	1,400.04	MW	OH	
AP00377959	29252	PACIFIC PRODUCE INC	08/15/19	502.80	MW	OH	
AP00377960	39891	PARACLETE PRESS INC	08/15/19	96.98	MW	OH	
AP00377961	19627	PARKSON CORPORATION	08/15/19	907.84	MW	OH	
AP00377962	20794	PELCO SALES & SERVICE INC	08/15/19	303.83	MW	OH	
AP00377963	54840R	PENINSULA HAULING & DEMOLITIO	08/15/19	500.00	MW	OH	
AP00377964	19678	PERS LONG TERM CARE PROGRAM	08/15/19	679.29	MW	OH	
AP00377965	51799	PET FOOD EXPRESS	08/15/19	81.92	MW	OH	
AP00377966	40408	PETERSON TRACTOR CO	08/15/19	6,450.19	MW	OH	
AP00377967	47044	PETERSON TRUCKS INC	08/15/19	565.28	MW	OH	
AP00377968	31384	PFEIFER, JAMES	08/15/19	6,675.00	MW	OH	
AP00377969	32428R	PICCOLOTTI, THOMAS	08/15/19	245.48	MW	OH	
AP00377970	54331	PIIAN SYSTEMS LLC	08/15/19	15,615.72	MW	OH	
AP00377971	48879R	PIRES, JOAO	08/15/19	100.00	MW	OH	
AP00377972	47186	PIRTEK SFO	08/15/19	431.67	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00377973	52903	PLANET TECHNOLOGIES INC	08/15/19	40,000.00	MW	OH	
AP00377974	25817JPA	POINT MONTARA HALF MOON BAY F	08/15/19	9,857.25	MW	OH	
AP00377975	54759	POLICE STRATEGIES LLC	08/15/19	9,000.00	MW	OH	
AP00377976	36106	POLYDYNE INC	08/15/19	40,474.24	MW	OH	
AP00377977	49791R	POTI, ISAAGO	08/15/19	784.18	MW	OH	
AP00377978	52406	POWER WORKS INC	08/15/19	1,544.07	MW	OH	
AP00377979	16440	PRAXAIR DISTRIBUTION INC	08/15/19	71.25	MW	OH	
AP00377980	14431	PRAXAIR INC	08/15/19	3,722.52	MW	OH	
AP00377981	52581	PRI MANAGEMENT GROUP	08/15/19	390.00	MW	OH	
AP00377982	1115	R & B COMPANY	08/15/19	3,944.99	MW	OH	
AP00377983	14449	R & S ERECTION OF SAN MATEO	08/15/19	2,950.00	MW	OH	
AP00377984	12539	R A METAL PRODUCTS INC	08/15/19	1,054.70	MW	OH	
AP00377985	54803R	R2 CONSTRUCTION	08/15/19	245.32	MW	OH	
AP00377986	2439	RECORDED BOOKS INC	08/15/19	107.66	MW	OH	
AP00377987	41528	REDFLEX TRAFFIC SYSTEMS INC	08/15/19	44,160.00	MW	OH	
AP00377988	1200	REPUBLIC SERVICES OF NORTH AM	08/15/19	2,384,820.06	MW	OH	
AP00377989	39655	RIMS SUN RIDGE SYSTEMS INC	08/15/19	1,015.00	MW	OH	
AP00377990	51931	ROADPOST USA INC	08/15/19	643.25	MW	OH	
AP00377991	11008R	RODRIGUEZ, JOSEFINA	08/15/19	720.00	MW	OH	
AP00377992	49886R	ROGERS, ASHLEY	08/15/19	200.00	MW	OH	
AP00377993	22771	S & S WORLDWIDE INC	08/15/19	1,222.42	MW	OH	
AP00377994	52843R	S F UNDERGROUND	08/15/19	6,000.00	MW	OH	
AP00377995	1087	SAFETY KLEEN SYSTEMS INC	08/15/19	1,134.89	MW	OH	
AP00377996	53427	SAGE CONSULTING ENGINEERS INC	08/15/19	771.84	MW	OH	
AP00377997	51614	SAN MATEO CART SERVICE	08/15/19	750.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00377998	1643	SAN MATEO COUNTY ENVIRONMENTA	08/15/19	4,291.70	MW	OH		
AP00377999	43158JPA	SAN MATEO COUNTY FIRE COUNTY	08/15/19	16,570.00	MW	OH		
AP00378000	35246	SAN MATEO COUNTY SHERIFFS OFF	08/15/19	38,451.03	MW	OH		
AP00378001	G-BLACKMAN3	SAN MATEO COUNTY SHERIFF	08/15/19	312.00	MW	OH		
AP00378002	1790	SAN MATEO COUNTY TRANSIT DIST	08/15/19	18,415.87	MW	OH		
AP00378003	9666	SAN MATEO LAWN MOWER SHOP	08/15/19	221.75	MW	OH		
AP00378004	54841R	SANCHEZ, BERNARDO	08/15/19	400.00	MW	OH		
AP00378005	54717	SANTANA, VALERIA CRISTINA	08/15/19	2,600.00	MW	OH		
AP00378006	49441	SC FUELS	08/15/19	24,478.84	MW	OH		
AP00378007	54511	SEALMASTER	08/15/19	3,560.42	MW	OH		
AP00378008	1111	SF - WATER	08/15/19	696,959.07	MW	OH		
AP00378009	43132	SFPUC	08/15/19	2,936.00	MW	OH		
AP00378010	54583R	SHAKER CONSTRUCTION	08/15/19	575.00	MW	OH		
AP00378011	31449	SHARP ELECTRONICS CORPORATION	08/15/19	10,219.70	MW	OH		
AP00378012	49695	SHRED IT USA	08/15/19	349.92	MW	OH		
AP00378013	52666	SHRED WORKS INC	08/15/19	178.00	MW	OH		
AP00378014	54809R	SHU, TIMOTHY	08/15/19	100.00	MW	OH		
AP00378015	51449	SIMPSON GUMPERTZ & HEGER INC	08/15/19	110.00	MW	OH		
AP00378016	10751	SKILLPATH/NST SEMINARS	08/15/19	248.00	MW	OH		
AP00378017	32237	SMART & FINAL STORES LLC	08/15/19	4,112.25	MW	OH		
AP00378018	2890	SMITH, GARY	08/15/19	345.36	MW	OH		
AP00378019	20534	ST FRANCIS ELECTRIC INC	08/15/19	4,205.50	MW	OH		
AP00378020	37940	STANDARD PLUMBING SUPPLY CO	08/15/19	41.38	MW	OH		
AP00378021	40438	STANLEY ACCESS TECH LLC	08/15/19	638.14	MW	OH		
AP00378022	45084	STEPFORD INC	08/15/19	43.75	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00378023	1090	STEWART CHEVROLET CADILLAC	08/15/19	260.71	MW	OH		
AP00378024	51439	SWEET DELIGHT BAKERY	08/15/19	521.80	MW	OH		
AP00378025	29237	SYNAGRO WEST LLC	08/15/19	17,948.71	MW	OH		
AP00378026	54842R	TAM AND SONS	08/15/19	515.00	MW	OH		
AP00378027	8098	TAN, REYNALDO	08/15/19	720.00	MW	OH		
AP00378028	52099	TEC ASSOCIATES INC	08/15/19	811.73	MW	OH		
AP00378029	54843R	TEKTON CONSTRUCTION	08/15/19	1,456.43	MW	OH		
AP00378030	54821R	THE GB GROUP INC	08/15/19	875.00	MW	OH		
AP00378031	54844R	TINKA CONSTRUCTION	08/15/19	725.00	MW	OH		
AP00378032	10160	TOY, STANLEY	08/15/19	720.00	MW	OH		
AP00378033	49543	TRB AND ASSOCIATES INC	08/15/19	2,247.29	MW	OH		
AP00378034	53970	TRIDENT K9 CONSULTING	08/15/19	600.00	MW	OH		
AP00378035	54845R	TUBALLA, PHILIP	08/15/19	250.00	MW	OH		
AP00378036	37637	ULINE INC	08/15/19	444.35	MW	OH		
AP00378037	31745	UNITED SITE SERVICES OF CALIF	08/15/19	239.61	MW	OH		
AP00378038	1110	UNITED STATES POSTAL SERVICE	08/15/19	183.00	MW	OH		
AP00378039	50490	UNITEDHEALTHCARE INSURANCE CO	08/15/19	310.47	MW	OH		
AP00378040	32209	UNIVAR USA INC	08/15/19	2,231.62	MW	OH		
AP00378041	3904	UPS	08/15/19	90.16	MW	OH		
AP00378042	7873	URBAN FARMER STORE, THE	08/15/19	144.60	MW	OH		
AP00378043	41669R	URIARTE, SHEILA	08/15/19	720.00	MW	OH		
AP00378044	G-COEN	US DEPARTMENT OF EDUCATION	08/15/19	527.69	MW	OH		
AP00378045	46998	UTILITY TELECOM GROUP LLC	08/15/19	1,566.89	MW	OH		
AP00378046	38095	VALLEY POWER SYSTEMS NORTH IN	08/15/19	7,741.89	MW	OH		
AP00378047	5661	VALS RESTAURANT & LOUNGE	08/15/19	342.20	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378048	38922	VANTAGEPOINT TRANSFER AGENTS-	08/15/19	28,281.84	MW	OH	
AP00378049	38922	VANTAGEPOINT TRANSFER AGENTS-	08/15/19	8,392.38	MW	OH	
AP00378050	38922	VANTAGEPOINT TRANSFER AGENTS-	08/15/19	38,431.80	MW	OH	
AP00378051	29329	VERIZON WIRELESS SERVICES LLC	08/15/19	3,169.08	MW	OH	
AP00378052	54846R	VICENTE, VANESSA	08/15/19	400.00	MW	OH	
AP00378053	54794R	VIEIRA, SIMONE DA SILVEIRA	08/15/19	500.00	MW	OH	
AP00378054	50978R	VORIS, WILLIAM	08/15/19	400.00	MW	OH	
AP00378055	12788	WALKERS HYDRAULICS INC	08/15/19	465.62	MW	OH	
AP00378056	50485	WAVE BROADBAND	08/15/19	1,399.80	MW	OH	
AP00378057	44314R	WELCH, BRUCE	08/15/19	720.00	MW	OH	
AP00378058	29517	WEST LITE SUPPLY COMPANY INC	08/15/19	479.28	MW	OH	
AP00378059	48425MED	WILLIAM J FEISTER PH D	08/15/19	800.00	MW	OH	
AP00378060	54330	WILLIAMS SCOTSMAN INC	08/15/19	428.06	MW	OH	
AP00378061	25139	WITMER PUBLIC SAFETY GROUP IN	08/15/19	12.20	MW	OH	
AP00378062	54847R	WONG, CHRISTINE	08/15/19	400.00	MW	OH	
AP00378063	53781R	WONG, TONY	08/15/19	156.72	MW	OH	
AP00378064	18388JPA	WOODSIDE FIRE PROTECTION DIST	08/15/19	11,273.92	MW	OH	
AP00378065	54848R	WU, AI LING	08/15/19	2,785.58	MW	OH	
AP00378066	54849R	WU, FRANK	08/15/19	1,499.00	MW	OH	
AP00378067	54850R	YEUNG, MALVIN	08/15/19	2,375.00	MW	OH	
AP00378068	4510	ZAP MANUFACTURING INC	08/15/19	1,149.01	MW	OH	
AP00378069	1133	ZEP SALES AND SERVICE	08/15/19	116.69	MW	OH	
AP00378070	26847R	ZETZER, DAVID	08/15/19	256.23	MW	OH	
AP00378071	54851R	ZHEN, JEFFREY	08/15/19	2,075.00	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		5,651,923.61	Number of Checks Processed:		349
		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		5,651,923.61			

LESS CANCELLED CHECKS:

AP00377763 39468 BROADMOOR TOW LLC 08/15/19 125.00

\$5,651,798.61

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378072	49642	ALL CITY MANAGEMENT SERVICES	08/21/19	13,510.52	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	13,510.52	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	13,510.52		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378073	46218R	24/7 ROOTER & PLUMBING SERVIC	08/30/19	6,000.00	MW	OH	
AP00378074	26077	A 1 RHINO LININGS	08/30/19	581.45	MW	OH	
AP00378075	29794R	ABELSON, JOEL	08/30/19	358.00	MW	OH	
AP00378076	52558	ACCONTEMPS	08/30/19	2,590.00	MW	OH	
AP00378077	34666	AD BRAKES	08/30/19	37.47	MW	OH	
AP00378078	13854	AECO SYSTEMS INC	08/30/19	346.77	MW	OH	
AP00378079	50457	AFLEX TECHNOLOGY NZ LTD	08/30/19	2,127.00	MW	OH	
AP00378080	15226	AFSCME DISTRICT COUNCIL 57	08/30/19	3,410.65	MW	OH	
AP00378081	11233	AGRIMONTI, MADOLYN	08/30/19	406.50	MW	OH	
AP00378082	32391R	AGUIRRE III, BALTAZAR	08/30/19	746.22	MW	OH	
AP00378083	29880	AIRGAS USA LLC	08/30/19	275.09	MW	OH	
AP00378084	1465	ALBERTSONS SAFEWAY	08/30/19	2,062.21	MW	OH	
AP00378085	14004	ALERT PEST CONTROL COMPANY IN	08/30/19	2,541.25	MW	OH	
AP00378086	1025	ALHAMBRA	08/30/19	164.07	MW	OH	
AP00378087	37095	ALL INDUSTRIAL ELECTRIC SUPPL	08/30/19	433.11	MW	OH	
AP00378088	39657	ALL STAR GLASS	08/30/19	1,295.68	MW	OH	
AP00378089	7941	ALLIANT INSURANCE SERVICES IN	08/30/19	29,547.91	MW	OH	
AP00378090	22544	ALLSTAR FIRE EQUIPMENT INC	08/30/19	402.38	MW	OH	
AP00378091	37116	ALPHA ANALYTICAL LABORATORIES	08/30/19	17,667.00	MW	OH	
AP00378092	2083	AMERICA COPY & PRINTING CO	08/30/19	3,501.75	MW	OH	
AP00378093	35696	AMERIPRIDE	08/30/19	445.17	MW	OH	
AP00378094	54857R	ANDERSON, THOMAS	08/30/19	500.00	MW	OH	
AP00378095	24868	ANIXTER INC	08/30/19	4,434.31	MW	OH	
AP00378096	46546	ANTHEM BLUE CROSS	08/30/19	875.58	MW	OH	
AP00378097	46546	ANTHEM BLUE CROSS	08/30/19	695.19	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378098	53918	AQUINO, SISILIO	08/30/19	500.00	MW	OH	
AP00378099	54881R	ARROW SIGN CO	08/30/19	500.00	MW	OH	
AP00378100	35117	ARROWHEAD FORENSICS	08/30/19	820.49	MW	OH	
AP00378101	45897	AT BATTERY COMPANY INC	08/30/19	163.84	MW	OH	
AP00378102	32577	AT&T	08/30/19	12,310.37	MW	OH	
AP00378103	47003	AT&T	08/30/19	174.00	MW	OH	
AP00378104	6413	AT&T	08/30/19	2,556.76	MW	OH	
AP00378105	54858	AU ENERGY	08/30/19	306.00	MW	OH	
AP00378106	1232	BAKER & TAYLOR COMPANY INC	08/30/19	4,564.48	MW	OH	
AP00378107	54859R	BARRIOS, MARIA	08/30/19	400.00	MW	OH	
AP00378108	54552R	BASTON, ALLAN	08/30/19	400.00	MW	OH	
AP00378109	54860R	BAUTISTA, JOSE	08/30/19	301.72	MW	OH	
AP00378110	7950	BAY AREA AIR QUALITY MANAGEME	08/30/19	18,032.00	MW	OH	
AP00378111	53032	BAYWORK	08/30/19	765.00	MW	OH	
AP00378112	38585	BFI OF CALIFORNIA INC	08/30/19	2,720.99	MW	OH	
AP00378113	19200	BIRITE FOODSERVICE DISTRIBUTO	08/30/19	5,945.74	MW	OH	
AP00378114	54861R	BOSLEY, PATRICIA	08/30/19	250.00	MW	OH	
AP00378115	50467	BPS TACTICAL INC	08/30/19	1,647.36	MW	OH	
AP00378116	5961	BREWER, RICHARD	08/30/19	720.00	MW	OH	
AP00378117	7005	BROADMOOR PROPERTY OWNER ASSO	08/30/19	39.00	MW	OH	
AP00378118	54853	BRYCE CONSULTING INC	08/30/19	2,210.00	MW	OH	
AP00378119	44468	BUDGET CONFERENCING INC	08/30/19	190.38	MW	OH	
AP00378120	17997	C.L.E.A.	08/30/19	2,156.00	MW	OH	
AP00378121	54862R	CABRERA, LILIAN	08/30/19	150.00	MW	OH	
AP00378122	33981	CAGWIN & DORWARD	08/30/19	335.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378123	42973	CAL SIGNAL CORP	08/30/19	437.00	MW	OH	
AP00378124	1196	CALIFORNIA WATER SERVICE COMP	08/30/19	68.84	MW	OH	
AP00378125	51343	CALIFORNIA WATER TECHNOLOGIES	08/30/19	3,328.73	MW	OH	
AP00378126	17888	CARL WARREN & COMPANY INC	08/30/19	4,337.00	MW	OH	
AP00378127	20535	CAROLLO ENGINEERS	08/30/19	9,218.20	MW	OH	
AP00378128	9356	CASCADE	08/30/19	205.34	MW	OH	
AP00378129	28636	CDW GOVERNMENT INC	08/30/19	1,101.03	MW	OH	
AP00378130	42277	CEL ANALYTICAL INC	08/30/19	4,971.50	MW	OH	
AP00378131	10299JPA	CENTRAL COUNTY FIRE DEPARTMEN	08/30/19	1,650.00	MW	OH	
AP00378132	37317	CENTRAL COUNTY FIRE DEPARTMEN	08/30/19	9,334.41	MW	OH	
AP00378133	30689	CENTRISYS CORPORATION	08/30/19	5,129.19	MW	OH	
AP00378134	3678	CINTAS CORPORATION #464	08/30/19	4,518.96	MW	OH	
AP00378135	25602	CITY OF DALY CITY	08/30/19	2,375.56	MW	OH	
AP00378136	39528	CITY OF FOSTER CITY	08/30/19	12,701.00	MW	OH	
AP00378137	6034JPA	CITY OF PACIFICA	08/30/19	1,650.00	MW	OH	
AP00378138	18465	CLEARLITE TROPHIES	08/30/19	132.74	MW	OH	
AP00378139	38224	CLEARIS INC	08/30/19	400.00	MW	OH	
AP00378140	48517	COMCAST	08/30/19	254.45	MW	OH	
AP00378141	48645	COMCAST	08/30/19	108.15	MW	OH	
AP00378142	49055	COMCAST	08/30/19	17.41	MW	OH	
AP00378143	52453	COMCAST	08/30/19	123.42	MW	OH	
AP00378144	52652	COMCAST	08/30/19	143.51	MW	OH	
AP00378145	12578	COMPLETE LINEN SERVICE INC	08/30/19	100.51	MW	OH	
AP00378146	54863R	COOPER, JAMES	08/30/19	660.00	MW	OH	
AP00378147	14930	COUNTY OF SAN MATEO	08/30/19	76.00	MW	OH	

check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00378148	42324	CRIME SCENE CLEANERS INC	08/30/19	420.00	MW	OH		
AP00378149	48323	CRYSTAL CREAMERY	08/30/19	1,088.97	MW	OH		
AP00378150	19907	CWEA-TCP	08/30/19	99.00	MW	OH		
AP00378151	47141	CYO TRANSPORTATION	08/30/19	1,907.00	MW	OH		
AP00378152	1836	DAILY JOURNAL CORPORATION	08/30/19	358.50	MW	OH		
AP00378153	1414	DALY CITY CENTRAL CASHIER	08/30/19	1,401.20	MW	OH		
AP00378154	1937	DALY CITY FIREFIGHTERS UNION	08/30/19	9,929.50	MW	OH		
AP00378155	30935	DALY CITY POLICE OFFICERS BEN	08/30/19	1,071.20	MW	OH		
AP00378156	9290	DALY CITY POLICE OFFICERS ASS	08/30/19	13,193.36	MW	OH		
AP00378157	9290	DALY CITY POLICE OFFICERS ASS	08/30/19	1,780.00	MW	OH		
AP00378158	1793	DALY CITY TOOL MART	08/30/19	246.75	MW	OH		
AP00378159	54057R	DAO, ANH	08/30/19	330.00	MW	OH		
AP00378160	37164	DARLING INGREDIENTS INC	08/30/19	978.05	MW	OH		
AP00378161	25597	DEPARTMENT OF CONSUMER AFFAIR	08/30/19	115.00	MW	OH		
AP00378162	13265	DEPARTMENT OF FORESTRY & FIRE	08/30/19	348.00	MW	OH		
AP00378163	1299	DEPARTMENT OF JUSTICE	08/30/19	441.00	MW	OH		
AP00378164	25323	DEPARTMENT OF TOXIC SUBSTANCE	08/30/19	240.00	MW	OH		
AP00378165	42371	DIAL GLASS AND WINDOW COMPANY	08/30/19	840.00	MW	OH		
AP00378166	46826	DIRECTV LLC	08/30/19	31.99	MW	OH		
AP00378167	26138R	DISCOUNT PLUMBING & HEATING	08/30/19	8,000.00	MW	OH		
AP00378168	51175	DPREP INC	08/30/19	714.00	MW	OH		
AP00378169	4012	DREXLER, MARILYN	08/30/19	720.00	MW	OH		
AP00378170	48177	EAST BAY TIRE CO	08/30/19	98.98	MW	OH		
AP00378171	49830R	ECONOMY PLUMBING	08/30/19	4,500.00	MW	OH		
AP00378172	3786	ENVIRONMENTAL RESOURCE ASSOCI	08/30/19	1,029.33	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378173	42544	FARMER BROTHERS COFFEE	08/30/19	1,147.45	MW	OH	
AP00378174	36077	FASTENAL COMPANY	08/30/19	485.30	MW	OH	
AP00378175	54864R	FASTOVSKAYA, MARINA	08/30/19	35.00	MW	OH	
AP00378176	1383	FEDEX	08/30/19	238.79	MW	OH	
AP00378177	17884	FEDEX	08/30/19	63.89	MW	OH	
AP00378178	10971	FEDEX OFFICE	08/30/19	180.82	MW	OH	
AP00378179	9922	FERGUSON ENTERPRISES INC #332	08/30/19	49.71	MW	OH	
AP00378180	54865R	FIERCE, TAMMY	08/30/19	150.00	MW	OH	
AP00378181	45977	FIRETECH INSPECTION SERVICE	08/30/19	687.50	MW	OH	
AP00378182	47182	FLAG STORE USA	08/30/19	120.16	MW	OH	
AP00378183	47590	FOSTER FLOW CONTROL	08/30/19	3,429.14	MW	OH	
AP00378184	G-HERNANDEZ	FRANCHISE TAX BOARD	08/30/19	490.71	MW	OH	
AP00378185	G-HOLMES	FRANCHISE TAX BOARD	08/30/19	200.00	MW	OH	
AP00378186	54866R	FU, JIMMY	08/30/19	115.41	MW	OH	
AP00378187	48009	GALE CENGAGE LEARNING	08/30/19	135.44	MW	OH	
AP00378188	17633	GAMEZ, JOHN	08/30/19	150.00	MW	OH	
AP00378189	26781	GARCIA, JOSE	08/30/19	178.03	MW	OH	
AP00378190	54867R	GARCIA, PETE H	08/30/19	58.00	MW	OH	
AP00378191	48247	GCS ENVIRONMENTAL EQUIPMENT S	08/30/19	428.26	MW	OH	
AP00378192	36227	GOLDEN GATE TRUCK CENTER	08/30/19	1,262.50	MW	OH	
AP00378193	34864	GOLDEN STATE FLOW MEASUREMENT	08/30/19	27,136.25	MW	OH	
AP00378194	54868R	GOMEZ, SONIA	08/30/19	400.00	MW	OH	
AP00378195	31925	GOVCONNECTION INC	08/30/19	239.01	MW	OH	
AP00378196	1754	GRAINGER INC	08/30/19	2,101.56	MW	OH	
AP00378197	36985	GRAND INDUSTRIES INC	08/30/19	3,920.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378198	53721	GRAPHICS ON THE EDGE	08/30/19	906.25	MW	OH	
AP00378199	22404	GREGS TRUCKING SERVICE INC	08/30/19	805.00	MW	OH	
AP00378200	30894	GRM	08/30/19	366.48	MW	OH	
AP00378201	19293	GYM DOCTORS	08/30/19	314.43	MW	OH	
AP00378202	2223	HACH COMPANY	08/30/19	2,169.22	MW	OH	
AP00378203	50087	HANNA INSTRUMENTS USA INC	08/30/19	1,959.61	MW	OH	
AP00378204	49850	HELLO HOUSING	08/30/19	427.50	MW	OH	
AP00378205	54590	HOME DEPOT PRO, THE	08/30/19	883.96	MW	OH	
AP00378206	32353	HOUSING LEADERSHIP COUNCIL	08/30/19	85.00	MW	OH	
AP00378207	2665	HSQ TECHNOLOGY CORP	08/30/19	26,727.96	MW	OH	
AP00378208	41818	HUNTINGTON COURT REPORTERS	08/30/19	293.34	MW	OH	
AP00378209	40583	HUTCHINSON, DARREL	08/30/19	240.00	MW	OH	
AP00378210	48933	INFOSEND INC	08/30/19	7,389.44	MW	OH	
AP00378211	31781	INNOVATIVE CLAIM SOLUTIONS	08/30/19	13,905.00	MW	OH	
AP00378212	1072	IRVINE & JACHENS INC	08/30/19	294.98	MW	OH	
AP00378213	38914	J P COOKE COMPANY	08/30/19	235.73	MW	OH	
AP00378214	24233	JACOBS ASSOCIATES	08/30/19	447,877.44	MW	OH	
AP00378215	46352	JENSEN PRECAST	08/30/19	3,559.00	MW	OH	
AP00378216	45137MED	KAISER PERMANENTE	08/30/19	2,361.00	MW	OH	
AP00378217	10144	KAMAN INDUSTRIAL TECHNOLOGIES	08/30/19	411.11	MW	OH	
AP00378218	22450	KAPCO	08/30/19	2,029.16	MW	OH	
AP00378219	29633	KELLY MOORE PAINT COMPANY INC	08/30/19	90.43	MW	OH	
AP00378220	34345	KELLY PIPE COMPANY LLC	08/30/19	1,840.70	MW	OH	
AP00378221	10340	KESSLER, ERWIN K	08/30/19	720.00	MW	OH	
AP00378222	34861R	KIMBALL, ROSINA	08/30/19	720.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378223	51402R	KLATT, JOHN	08/30/19	54.60	MW	OH	
AP00378224	35565	KME FIRE APPARATUS	08/30/19	1,315.33	MW	OH	
AP00378225	33914	KOFFLER ELECTRICAL MECHANICAL	08/30/19	26,573.50	MW	OH	
AP00378226	1108	L N CURTIS AND SONS	08/30/19	1,636.30	MW	OH	
AP00378227	54856R	LAM, ALLEN	08/30/19	50.00	MW	OH	
AP00378228	48008LAW	LAW OFFICES OF BURKE WILLIAMS	08/30/19	172.50	MW	OH	
AP00378229	33497	LEGACY MECHANICAL & ENERGY SE	08/30/19	2,866.57	MW	OH	
AP00378230	29200	LEGAL SHIELD	08/30/19	327.04	MW	OH	
AP00378231	45083	LEHR	08/30/19	993.23	MW	OH	
AP00378232	37094	LEXISNEXIS RISK DATA MANAGEME	08/30/19	510.00	MW	OH	
AP00378233	50614R	LIANG, YUAN	08/30/19	2,151.98	MW	OH	
AP00378234	12906LAW	LIEBERT CASSIDY WHITMORE	08/30/19	7,139.00	MW	OH	
AP00378235	48541	LIGHTNING BOLT REPAIR SVC	08/30/19	130.00	MW	OH	
AP00378236	54882R	LIU, GUIFANG	08/30/19	12,340.00	MW	OH	
AP00378237	29332	LORAL LANDSCAPING	08/30/19	7,830.00	MW	OH	
AP00378238	49874	LOU'S GLOVES INC	08/30/19	336.00	MW	OH	
AP00378239	28105	MANAGEMENT PARTNERS INC	08/30/19	6,975.00	MW	OH	
AP00378240	54870R	MATHER, ROBERT M	08/30/19	99.00	MW	OH	
AP00378241	51431R	MCKINNIE, RICHARD	08/30/19	33.00	MW	OH	
AP00378242	15393	MCMASTER CARR	08/30/19	61.93	MW	OH	
AP00378243	22863	MIDWEST TAPE INC	08/30/19	265.68	MW	OH	
AP00378244	15161	MIKE COBB CREATIVE	08/30/19	2,695.62	MW	OH	
AP00378245	49436REN	MKD CEDAR HILL LLC	08/30/19	11,029.28	MW	OH	
AP00378246	54871R	MONGALO, CARLOS	08/30/19	358.00	MW	OH	
AP00378247	27389	MOORE IACOFANO GOLTSMAN INC	08/30/19	9,453.75	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378248	42161R	MORGAN, JEFFREY	08/30/19	720.00	MW	OH	
AP00378249	15396	MOSS RUBBER & EQUIPMENT CORP	08/30/19	397.95	MW	OH	
AP00378250	15210	MUNICIPAL MAINTENANCE EQUIPME	08/30/19	1,142.73	MW	OH	
AP00378251	17654	MUSSMAN, RONALD	08/30/19	32,150.00	MW	OH	
AP00378252	49040	NAPIER, NORA	08/30/19	249.90	MW	OH	
AP00378253	53628	NEW ALPHA TWO INC	08/30/19	85.00	MW	OH	
AP00378254	54671	NG, JENNIFER	08/30/19	535.50	MW	OH	
AP00378255	49974	NGLIC	08/30/19	937.21	MW	OH	
AP00378256	54138R	NICELY, MARK	08/30/19	99.99	MW	OH	
AP00378257	15763	NORTH COAST COUNTY WATER DIST	08/30/19	261.76	MW	OH	
AP00378258	25761	NORTHERN SAFETY CO INC	08/30/19	49.10	MW	OH	
AP00378259	47093	O'REILLY AUTOMOTIVE INC	08/30/19	107.46	MW	OH	
AP00378260	54672	OCEAN TREASURES SERVICING INC	08/30/19	511.58	MW	OH	
AP00378261	20521	OCLC INC	08/30/19	4,585.93	MW	OH	
AP00378262	40765RJPA	ODLE, JOHN	08/30/19	51.04	MW	OH	
AP00378263	1055	OFFICE DEPOT	08/30/19	455.16	MW	OH	
AP00378264	15337	OFFICE DEPOT	08/30/19	167.77	MW	OH	
AP00378265	42500	OFFICE DEPOT	08/30/19	3,814.93	MW	OH	
AP00378266	42517R	OTTOBONI, NICHOLAS	08/30/19	4,706.24	MW	OH	
AP00378267	10360R	PACIFIC GAS & ELECTRIC	08/30/19	15,460.00	MW	OH	
AP00378268	1216	PACIFIC GAS & ELECTRIC	08/30/19	295,580.11	MW	OH	
AP00378269	43008	PACIFIC LIBRARY PARTNERSHIP	08/30/19	10,641.00	MW	OH	
AP00378270	29252	PACIFIC PRODUCE INC	08/30/19	1,587.60	MW	OH	
AP00378271	20794	PELCO SALES & SERVICE INC	08/30/19	3,553.57	MW	OH	
AP00378272	3297	PENINSULA LIBRARY SYSTEM	08/30/19	5,487.05	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378273	1936	PENINSULA PEACE OFFICERS ASSO	08/30/19	289.80	MW	OH	
AP00378274	40804R	PERDOMO, BRUCE	08/30/19	126.21	MW	OH	
AP00378275	19678	PERS LONG TERM CARE PROGRAM	08/30/19	679.29	MW	OH	
AP00378276	51799	PET FOOD EXPRESS	08/30/19	214.26	MW	OH	
AP00378277	47044	PETERSON TRUCKS INC	08/30/19	374.90	MW	OH	
AP00378278	54872R	PHILLIPS, RYAN J	08/30/19	28.00	MW	OH	
AP00378279	54873R	PICOU, JAMAL	08/30/19	400.00	MW	OH	
AP00378280	23208	PK SAFETY SUPPLY	08/30/19	108.16	MW	OH	
AP00378281	36106	POLYDYNE INC	08/30/19	30,896.77	MW	OH	
AP00378282	54462	PORAC RETIREE MEDICAL TRUST	08/30/19	10,200.00	MW	OH	
AP00378283	54752	POWERSPORTS OF VALLEJO INC	08/30/19	350.00	MW	OH	
AP00378284	14431	PRAXAIR INC	08/30/19	6,666.08	MW	OH	
AP00378285	53942	PREFERRED ALLIANCE INC	08/30/19	356.80	MW	OH	
AP00378286	51526	PURETEC INDUSTRIAL WATER	08/30/19	118.09	MW	OH	
AP00378287	49840	QUALITY CONTROL SERVICES INC	08/30/19	1,276.75	MW	OH	
AP00378288	1115	R & B COMPANY	08/30/19	309.57	MW	OH	
AP00378289	27398	R & S ERECTION NORTH PENINSUL	08/30/19	386.00	MW	OH	
AP00378290	12539	R A METAL PRODUCTS INC	08/30/19	190.00	MW	OH	
AP00378291	54874R	RAFIDI, CHAD	08/30/19	132.29	MW	OH	
AP00378292	48668JPA	RAVNTECH CORPORATION	08/30/19	8,593.33	MW	OH	
AP00378293	50803	READYREFRESH BY NESTLE	08/30/19	415.78	MW	OH	
AP00378294	2439	RECORDED BOOKS INC	08/30/19	117.55	MW	OH	
AP00378295	1687	RED WING SHOES	08/30/19	716.58	MW	OH	
AP00378296	54875R	REYES, JOHN	08/30/19	400.00	MW	OH	
AP00378297	54876R	RODRIGUEZ, MARIA	08/30/19	420.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378298	42703	ROSS LADDER SERVICE	08/30/19	950.50	MW	OH	
AP00378299	52843R	S F UNDERGROUND	08/30/19	4,000.00	MW	OH	
AP00378300	1087	SAFETY KLEEN SYSTEMS INC	08/30/19	2,042.01	MW	OH	
AP00378301	45148	SAFEWAY SIGN COMPANY	08/30/19	529.18	MW	OH	
AP00378302	53557	SAN FRANCISCO HARLEY DAVIDSON	08/30/19	18.69	MW	OH	
AP00378303	12544	SAN MATEO COUNTY CONTROLLERS	08/30/19	120,143.10	MW	OH	
AP00378304	1643	SAN MATEO COUNTY ENVIRONMENTA	08/30/19	283.00	MW	OH	
AP00378305	1074	SAN MATEO COUNTY FIRE CHIEFS	08/30/19	2,250.00	MW	OH	
AP00378306	43158JPA	SAN MATEO COUNTY FIRE COUNTY	08/30/19	1,650.00	MW	OH	
AP00378307	G-BLACKMAN3	SAN MATEO COUNTY SHERIFF	08/30/19	312.00	MW	OH	
AP00378308	9666	SAN MATEO LAWN MOWER SHOP	08/30/19	4,658.80	MW	OH	
AP00378309	54717	SANTANA, VALERIA CRISTINA	08/30/19	1,200.00	MW	OH	
AP00378310	54738R	SARMIENTO, CARLOS	08/30/19	400.00	MW	OH	
AP00378311	49441	SC FUELS	08/30/19	2,863.30	MW	OH	
AP00378312	53213	SEAMLESSDOCS	08/30/19	4,500.00	MW	OH	
AP00378313	44095	SERVICE PRESS INC	08/30/19	98.20	MW	OH	
AP00378314	31449	SHARP ELECTRONICS CORPORATION	08/30/19	17,392.88	MW	OH	
AP00378315	46550R	SHELDON, STEVE	08/30/19	4,706.24	MW	OH	
AP00378316	23742	SHOE DEPOT INC	08/30/19	1,609.09	MW	OH	
AP00378317	35528	SHOWCASES	08/30/19	124.58	MW	OH	
AP00378318	52666	SHRED WORKS INC	08/30/19	150.00	MW	OH	
AP00378319	32237	SMART & FINAL STORES LLC	08/30/19	1,733.86	MW	OH	
AP00378320	54782R	SMARTSCAPING	08/30/19	500.00	MW	OH	
AP00378321	29998	SNAP ON INDUSTRIAL	08/30/19	250.06	MW	OH	
AP00378322	50179R	SOY, ISAGANI V	08/30/19	400.00	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378323	2643	SPARTAN MOTORS USA INC	08/30/19	1,408.94	MW	OH	
AP00378324	3613	STATIONARY ENGINEERS LOCAL 39	08/30/19	1,467.74	MW	OH	
AP00378325	51439	SWEET DELIGHT BAKERY	08/30/19	109.60	MW	OH	
AP00378326	54332	SYN TECH SYSTEMS INC	08/30/19	2,993.04	MW	OH	
AP00378327	2798	TEAMSTERS LOCAL 856	08/30/19	3,518.00	MW	OH	
AP00378328	13852	TELECOMMUNICATIONS ENGINEERIN	08/30/19	3,544.80	MW	OH	
AP00378329	42970JPA	TELECOMMUNICATIONS ENGINEERIN	08/30/19	15,330.00	MW	OH	
AP00378330	45972	THIRD DEGREE COMMUNICATIONS I	08/30/19	750.00	MW	OH	
AP00378331	1201	THOMSON REUTERS WEST	08/30/19	2,381.86	MW	OH	
AP00378332	54720	TRANSPORTENGINEERING	08/30/19	6,390.00	MW	OH	
AP00378333	48152R	TRINH, JOHN	08/30/19	66.00	MW	OH	
AP00378334	52033	TRIEPEI SMITH & ASSOCIATES IN	08/30/19	1,475.00	MW	OH	
AP00378335	4675	TURF & INDUSTRIAL EQUIPMENT C	08/30/19	107.42	MW	OH	
AP00378336	32209	UNIVAR USA INC	08/30/19	10,402.68	MW	OH	
AP00378337	3904	UPS	08/30/19	59.74	MW	OH	
AP00378338	7873	URBAN FARMER STORE, THE	08/30/19	558.57	MW	OH	
AP00378339	G-COEN	US DEPARTMENT OF EDUCATION	08/30/19	527.69	MW	OH	
AP00378340	47099JPA	UTILITY TELECOM GROUP LLC	08/30/19	5,223.23	MW	OH	
AP00378341	38922	VANTAGEPOINT TRANSFER AGENTS-	08/30/19	15,940.59	MW	OH	
AP00378342	54877	VERSATERM USERS WORKSHOP	08/30/19	1,500.00	MW	OH	
AP00378343	48249	VSS INTERNATIONAL INC	08/30/19	1,311,114.86	MW	OH	
AP00378344	1579	VWR INTERNATIONAL LLC	08/30/19	7,403.53	MW	OH	
AP00378345	54878R	WACKLER, CHRISTOPHER	08/30/19	500.00	MW	OH	
AP00378346	36355	WASTEWATER SOLUTIONS INC	08/30/19	8,704.47	MW	OH	
AP00378347	50485	WAVE BROADBAND	08/30/19	378.39	MW	OH	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00378348	49085	WEST COAST ARBORISTS INC	08/30/19	55,299.60	MW	OH		
AP00378349	29517	WEST LITE SUPPLY COMPANY INC	08/30/19	1,428.63	MW	OH		
AP00378350	19825	WESTERN STATES TOOL AND SUPPL	08/30/19	7,526.42	MW	OH		
AP00378351	1095	WESTLAKE ECO SOFT-TOUCH	08/30/19	746.95	MW	OH		
AP00378352	54879R	WONG, THOMAS P	08/30/19	28.00	MW	OH		
AP00378353	54048	WOODARD & CURRAN INC	08/30/19	3,943.50	MW	OH		
AP00378354	18388JPA	WOODSIDE FIRE PROTECTION DIST	08/30/19	1,650.00	MW	OH		
AP00378355	34537	YAMAMURA, JAIME	08/30/19	546.00	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	3,000,837.18	Number of Checks Processed:	283
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	3,000,837.18		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00378356	17654	MUSSMAN, RONALD	08/31/19	32,000.00	MW	OH	
AP00378357	17654	MUSSMAN, RONALD	08/31/19	150.00	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	32,150.00	Number of Checks Processed:	2
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	32,150.00		



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: Requesting Approval of Changes to the Daly City Municipal Code Section 5.37, Alarm Systems

Recommended Action

Staff recommends City Council approve additions to Daly City Municipal Code 5.37, Alarm Systems in compliance with our agreement with PMAM Corporation for all alarm servicing needs.

Background

The Daly City Police Department is currently in partnership with PMAM Corporation for all our alarm servicing needs. For this agreement to take effect and be enforceable, additions and clarifications need to be made to the existing Municipal Code 5.37, Alarm Systems. There are no changes or increases to the fee schedule with these additions.

Discussion

The City desires to amend Chapter 5.37 of the Daly City Municipal Code regarding Alarm Systems. The proposed ordinance is necessary in order to implement the Agreement between the Daly City Police Department and PMAM Corporation for the Department's alarm servicing needs.

In July 2019, The Daly City Police Department contracted with PMAM Corporation for all our alarm serving needs. This program transfers the notification process, permitting, servicing, and billing needs of managing the alarm program for the City of Daly City to PMAM Corporation. This agreement streamlines the gap on outstanding permit issues, compliance requests and fiscal accountability.

This agreement alleviates police and finance staff time assigned to the program, increases efficiency, increases public education and provides real time data on compliance with our city ordinance.

In order to make this agreement enforceable, the Daly City Police Department worked with the City Attorney to amend Municipal Code 5.37, Alarm Systems (see attached).

Fiscal Impact

There is no fiscal impact.

Summary/Conclusion

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

Respectfully submitted,

Matthew Fox
Lieutenant

Patrick Hensley
Chief of Police

5.37.010 - Definitions.

- A. "Alarm business" means the business by any entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed, any alarm system in or on any building, structure or facility.
- B. "Alarm system" means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry, fires or other activity requiring urgent attention and to which police or firefighters are expected to respond.
- C. "Alarm user" means the entity in control of any building, structure or facility wherein an alarm system is maintained.
- D. "Alarm agent" means any person who is employed by an alarm business, either directly or indirectly, whose duties include any of the following: selling, maintaining, servicing, repairing, altering, replacing, moving or installing on or in any building, structure or facility, any alarm system within the city. Exemptions: The provisions of this section do not include a person who engages in the manufacture or sale of an alarm system from a fixed location where the alarm system is to be installed, nor designs the scheme for physical location and installation of the alarm system in a specific location.
- E. "Audible alarm" means any mechanical or electrical device designed for the detection of unauthorized entry on the land, building, structure and/or facility of an alarm owner which generates an audible sound outdoors when it is actuated.
- F. "Automatic dialing device" means a device which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by voice message or code signal an emergency response.
- G. "Burglary alarm system" means an alarm system signaling an entry or attempted entry into the area protected by the alarm system.
- H. "Chief of police" means the chief of police of Daly City or his designated representative.
- I. "City" means the city of Daly City.
- J. "Communication division" means the city police facility used to receive emergency and general information from the public to be dispatched to the respective police or fire units.
- K. "Coordinator" means the individual designated by the chief of police to issue permits and enforce the provisions of this chapter.
- L. "Council" means the city council of the city of Daly City.

- M. "Entity" means any individual, partnership, corporation or other legal association or organization.
- N. "False alarm" means an alarm signal, eliciting a response by the police or fire department when a situation requiring a response does not, in fact, exist, but does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user.
- O. "Fire alarm system" means an alarm system signaling a fire, smoke or conditions which warrant response by the fire department.
- P. "Fire chief" means the chief of the fire department of Daly City or his designated representative.
- Q. "Interconnect" means to connect an alarm system including an automatic dialing device to a telephone line, either directly or through a mechanical device that utilizes a telephone, for the purpose of using the telephone line to transmit a message upon the activation of the alarm system.
- R. "Primary trunk line" means a telephone line serving the communications division that is designated to receive emergency calls.
- S. "Robbery alarm system" means an alarm system signaling a robbery or attempted robbery.
- T. "PMAM" means the entity contracted through the City of Daly City responsible for the regulation and enforcement of the muni code as it relates to the processing of false alarms and permitting within the City of Daly City.

5.37.020 - Alarm users permits required.

- A. Every alarm user shall obtain an alarm user's permit for each system from the coordinator's office upon the effective date of the ordinance codified in this chapter or prior to use of an alarm system. Users of systems using fire, robbery and/or burglary alarm capabilities shall obtain separate permits for each function.
- B. Application for an alarm user's permit shall be filed with the coordinator's office each year.
- C. All previous valid registrations for the City of Daly City will be imported and noted as permit holders.
- D. A connection fee to be set by the council by resolution will be made with original application. Each permit shall bear the signature of the chief of police and be for a one-year period. The permit shall be physically upon the premises using the alarm system and shall be available for inspection by the chief of police or the fire chief.

- E. All new alarm users after they have submitted the alarm registration application and the registration fee will be listed as "permit holder".
- F. An alarm user who has notified PM AM of cancellation of the registration via email, fax, phone or through the online citizen portal will have their account converted to non-permit holder and will be flagged as cancelled.
- G. All unregistered locations identified through false alarm data as well as new installs reported by the alarm companies will be listed as non-permit holders unless the registration application and fee has been received.
- H. Government properties including but not limited to City and Public schools are exempt from all other provisions of the Ordinance. The City will provide a comprehensive list of exempt locations.
- I. PM AM will validate the alarm location address through the City's GIS database provided to PM AM to ensure the alarm location is within the jurisdiction of Daly City. If the address is not available in the GIS, PM AM will forward the address validation request to the City's Alarm Administrator.
- J. Renewal fees for all alarm users will be by the calendar year and shall be established by resolution of the council.
- K. All false alarms will be accumulated and will be charged in the calendar year.
- L. A revoked user's permit shall be obtained from the coordinator's office by filing an application and paying a fee, as set by the council by resolution. Each permit shall bear the signature of the chief of police and shall bear the same expiration date as the revoked permit. The permit shall be physically upon the premises using the alarm system and shall be available for inspection by the fire chief and/or chief of police.
- M. If a residential alarm user is over the age of sixty years and a primary resident of the residence and if no business is conducted in the residence, a user's permit may be obtained from the coordinator's office according to subsections (A) and (B) without the payment of a fee.
- N. A user who fails to obtain a permit within sixty days after the effective date of the ordinance codified in this chapter, or who is more than sixty days delinquent in renewing a permit, shall pay a fee as set by the council, by resolution.
- O. An alarm user required by federal, state, county or municipal statute, regulation, rule or ordinance to install, maintain and operate an alarm system shall be subject to this chapter, provided:
 - 1. Permit shall be designated a special alarm user's permit;

2. A special alarm user's permit shall not be subject to revocation under Section 5.37 070 but the holder of the permit shall pay a fee for false alarms;
3. For each false alarm the holder of the special user's permit shall pay a fee of an amount set by the council by resolution;
4. The payment of any fee provided for in subparagraphs (2) and (3) of this subsection shall not be deemed to extend the term of the permit.

5.37.030 - Alarm system standards and regulations.

- A. The chief of police may prescribe minimum standards and regulations for the construction and maintenance of all burglary and robbery alarm systems installed within the city. These standards and regulations shall become effective upon adoption thereof by resolution of the council. All devices shall meet or exceed such standards and regulations before permits may be issued pursuant to this chapter. The chief of police may require inspection and approval of all police alarm systems installed within the city.
- B. The fire chief may prescribe minimum standards and regulations for the construction and maintenance of all fire alarm systems installed within the city. These standards and regulations shall become effective upon adoption thereof by resolution of the council. All devices shall meet or exceed such standards and regulations before permits may be issued pursuant to this chapter. The fire chief may require inspection and approval of all fire alarm systems installed within the city.

5.37.040 - Reporting servicing information.

Each alarm user shall maintain a current information card with the coordinator containing his/her name, address and telephone number, as well as the names, addresses and telephone numbers of the entities who render service to the alarm within one hour after being called at any hour of the day or night. Each alarm user shall immediately inform the coordinator of any and all changes in the information on file.

5.37.050 - User instructions.

- A. Every alarm business selling, leasing or furnishing to any user an alarm system which is installed on premises located in the area subject to this chapter shall furnish the user with instructions that provide information to enable the user to operate the alarm system properly and to obtain service for the alarm system at any time.
- B. Standard form instructions shall be submitted by every burglary and robbery alarm business to the chief of police within sixty days after the ordinance codified in this chapter for his approval. If the chief of police finds such instructions are incomplete, unclear or inadequate, he may

require the burglary or robbery alarm business to revise the instructions to comply with section 5.37.030(A) and then to distribute the revised instructions to its alarm users.

- C. Standard form instructions shall be submitted by every fire alarm business to the fire chief within sixty days after the ordinance codified in this chapter for his approval. If the fire chief finds such instructions are incomplete, unclear or inadequate, he may require the fire alarm business to revise the instructions to comply with Section 5.37.030(B) and then to distribute the revised instructions to its alarm users.

5.37.060 — Automatic dialing device—Certain interconnections prohibited.

- A. It is unlawful for any person to program an automatic dialing device to select any telephone line assigned to the city except as approved by the chief of police for burglary and robbery alarms and by the fire chief for fire alarms.
- B. It is unlawful for an alarm user to fail to disconnect or reprogram such device within twelve hours of receipt of written notice from the coordinator that an automatic dialing device is so programmed without approval by the appropriate authority.

5.37.070 - False alarms—Permit revocation.

- A. Any alarm system which has four or more false alarms within a permit year shall be subject to permit revocation as provided in this section.
- B. If the communications division records four or more false alarms within a permit year for any alarm system:
 - 1. The chief of police shall notify the alarm user and the alarm business providing service or inspection to the user by certified mail of such fact and direct that the user submit a report to the chief of police within ten days of receipt of the notice describing actions taken or to be taken to discover and eliminate the false alarms.
 - 2. If no report is submitted, or if the chief of police determines that the actions taken or to be taken will not prevent the occurrence of false alarms, the chief of police shall give notice on the tenth day, after the date of the notice, if the user does not file within that period a written request for a hearing.
 - 3. If a hearing is requested, written notice of the time and place of the hearing shall be served on the user by the council, by certified mail at least ten days prior to the date set for the hearing, which date shall not be more than thirty nor less than ten days from the date notice of the hearing is mailed to the alarm user and/or the alarm business.
 - 4. The hearing shall be before the council and the chief of police or fire chief and the alarm user shall have the right to present written and oral material.

5. If the council determines that four or more false alarms have occurred in a permit year, and that the user has not taken actions which will prevent the reoccurrence of false alarms, the council shall order the revocation of the user's permit.
6. An alarm user shall immediately discontinue use of the alarm system upon being notified by certified mail of the revocation of a permit pursuant to subparagraphs (2) or (5) of this subsection (B).
7. An alarm user whose permit has been revoked may apply for a revoked user's permit as provided in Section 5.37.020(E). The chief of police shall not be required to issue a revoked user's permit unless he is satisfied that the user's system has been properly serviced and its deficiencies corrected. The chief of police may impose reasonable restrictions and conditions upon the user, before issuing a revoked user's permit, which restrictions and conditions shall be written on the permit and shall provide for summary revocation on the occurrence of four false alarms in the permit year.
8. In situations permitting summary revocation under subparagraphs (2) or (7) of this subsection (B), revocation shall be effective on the third day following the mailing by certified mail by the chief of police of a notice of revocation. There shall be no appeal of a summary revocation.

5.37.080 - Outside alarm requirements.

- A. Every person maintaining an outside audible alarm shall post a notice containing the names and telephone numbers of the persons to be notified to render repairs or service and secure the premises during any hour of the day or night that the alarm is actuated. Such notice shall be posted near the alarm in such a position as to be legible from the ground level adjacent to the building where the alarm system is located. The wording "POLICE ALARM OR FIRE ALARM" shall also have the telephone number imprinted as required by the chief of police or fire chief at the issuance or renewal of the permit and shall be placed on the gong covers or immediately below such alarm gongs. Such wording shall be clearly legible from the ground level adjacent to the building where the alarm system is located.
- B. It shall be unlawful to install or use an alarm system which upon activation emits a sound similar to sirens in use on emergency vehicles or for civil disaster purposes.
- C. All local exterior bells, gongs, noisemaking devices or pulsating lights shall have a timing device that will silence or turn off such devices or lights within ten minutes.

5.37.090 - Confidentiality—Statistics.

- A. All information submitted in compliance with this chapter shall be held in the strictest confidence and shall not be deemed a public record, exempt from disclosure, pursuant to state statute and any violation of confidentiality shall be deemed a violation of this chapter. The

coordinator shall be charged with the sole responsibility for the maintenance of all records of any kind whatsoever under this chapter.

- B. Subject to the requirements of confidentiality, the coordinator shall develop and maintain statistics having the purpose of assisting alarm system evaluation for use by members of the public.

5.37.100 - Allocation of revenues and expenses.

All fees, fines and forfeitures of bail collected pursuant to this chapter shall be placed in a general revenue fund of the city; provided, however, that the city shall maintain records sufficient to identify the sources and amounts of that revenue.

PM AM will be responsible for posting or recording all payment activity. PM AM will post all payments approximately 1-3 days from receipt. During peak renewal periods posting will be completed within five (5) business days from receipt of payment.

In the event of an overpayment or refund of any fine, PM AM will issue the refund out of the alarm program bank account on behalf of the City and will be returned within the next invoicing cycle.

In the event that the City's alarm program receives a NSF/Stop payment notification related to an invoice, the applied bill payment will be adjusted as outstanding and additional \$25.00 is added to the account towards NSF/Stop payment charge. The customer will be notified of these charges through a new invoice the following month.

PM AM will engage in a check fraud protection program by requiring a two-step verification process for all checks issued by PM AM. The cost of this program is \$50.00 per month which will be paid by the program prior to the split.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DALY CITY AMENDING
CHAPTER 5.37 OF THE DALY MUNICIPAL CODE RE: FALSE ALARMS

The City Council of the City of Daly City, DOES ORDAIN as follows:

SECTION 1. That Daly City Municipal Code Chapter 5.72 is hereby amended to read as follows:

SECTION 2. Section 5.37.10 (K) is hereby added to read as follows:

5.37.010 - Definitions.

- K. “PMAM” means the PMAM Corporation, the contractor providing services to the City and on behalf of the City for the regulation, permitting and enforcement of the alarms program administration within the City of Daly City.

SECTION 3. Section 5.37.020 is hereby amended to add Subsections C, E, F, G, H, I and K to read as follows:

5.37.020 - Alarm users’ permits required.

- C. All previous valid registrations for the City of Daly City will be imported and noted as permit holders.
- E. All new alarm users after they have submitted the alarm registration application and the registration fee will be listed as “permit holder”.
- F. An alarm user who has notified PM AM of cancellation of the registration via email, fax, phone or through the online citizen portal will have their account converted to non-permit holder and will be flagged as cancelled.
- G. All unregistered locations identified through false alarm data as well as new installs reported by the alarm companies will be listed as non-permit holders unless the registration application and fee has been received.
- H. Government properties including but not limited to City and Public schools are exempt from all other provisions of the Ordinance. The City will provide a comprehensive list of exempt locations.
- I. PMAM will validate the alarm location address through the City’s GIS database provided to PMAM to ensure the alarm location is within the jurisdiction of Daly City. If the address is not available in the GIS, PMAM will forward the address validation request to the City’s Alarm Administrator.
- K. All false alarms will be accumulated and will be charged in the calendar year.

SECTION 4. Section 5.37.100 is hereby amended to read as follows:

5.37.100 - Allocation of revenues and expenses.

All fees, fines and forfeitures of bail collected pursuant to this chapter shall be placed in a general revenue fund of the city; provided, however, that the city shall maintain records sufficient to identify the sources and amounts of that revenue.

PMAM will be responsible for posting or recording all payment activity. PMAM will post all payments approximately 1-3 days from receipt. During peak renewal periods posting will be completed within five (5) business days from receipt of payment.

In the event of an overpayment or refund of any fine, PMAM will issue the refund out of the alarm program bank account on behalf of the City and will be returned within the next invoicing cycle.

In the event that the City's alarm program receives a NSF/Stop payment notification related to an invoice, the applied bill payment will be adjusted as outstanding and additional \$25.00 is added to the account towards NSF/Stop payment charge. The customer will be notified of these charges through a new invoice the following month.

PMAM will engage in a check fraud protection program by requiring a two-step verification process for all checks issued by PM AM. The cost of this program is \$50.00 per month which will be paid by the program prior to the split.

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

SECTION 6. Effective Date and Publication: This Ordinance shall be in full force and effect thirty (30) days from and after its passage. This Ordinance shall be published according to law.

SECTION 7. Severability: If any section, subsection or sentence of this Ordinance is found by a court of competent jurisdiction to be invalid or unlawful, the City Council finds and declares that the remainder of this ordinance would be and is enforceable and would have been adopted notwithstanding the finding of invalidity as to any section, subsection or sentence.

Introduced this _____ day of _____, 2019.

Passed and adopted as an Ordinance of the City of Daly City at a regular meeting of the City Council of the City of Daly City held on the _____ day of _____, 2019, by the following vote:

AYES, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

Subject: Parking Variance VARC-6-19-14064 — 6139 Mission Street

Recommended Action

Approve the Parking Variance subject to the Findings and Conditions as outlined herein.

Planning Commission Discussion

On September 9, 2019, the Planning Commission voted 3-0 to recommend that the City Council approve Parking Variance VARC-6-19-14064. There was no public comment on the proposed application.

Background

The applicant, Jason Chan, is requesting approval of a parking variance to allow the proposed expansion of an existing ground-floor retail/office space at 6139 Mission Street, mid-block between Crocker Avenue and Evergreen Avenue (see Attachment A – Site Location).

The project site contains an existing mixed-use building that includes a 630 square foot retail/office space and 921 square foot storage/garage area on the ground floor, and a 1,586 square foot residential unit on the second floor. The first-floor area that would be converted is an existing parking/storage area (see Attachment B – Project Plans). The Redevelopment Agency previously had the authority to grant parking waivers or reductions on a case-by-case basis for properties within the Mission Street-Junipero Serra Redevelopment Area. However, since the Redevelopment Agency was eliminated by the State, a parking waiver or reduction could no longer be granted and a variance is required to allow the requested expansion.

Discussion

The proposed project would convert a two-car tandem parking garage into additional retail and office on the first floor of an existing mixed-use building. As proposed, the floorplan and exterior design of building would be consistent with adjacent properties on the block that have ground floor retail/office, second floor residential, and no on-site parking. While the proposal would result in a loss of two on-site parking spaces, it eliminates the issues of vehicles backing into Mission Street from parking spaces, which is no longer allowed. Furthermore, Mission Street would be re-stripped to accommodate one additional parking stall that can be used by the general public.

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

Parking Variance California Government Code Section 65906.5:

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

There are ample public parking opportunities within 500 feet from the project site. There are 31 angled metered street parking spaces in the 6200 block of Mission Street (see Attachment C – Public Parking and Transit Vicinity Map). Furthermore, there are nearby MUNI and SamTrans public transportation hubs on Mission Street, across the street and within 1,000 feet from the project, respectively. The Daly BART station is within one-half mile of the project. Public transit riders will have ease of access to the proposed expanded commercial space. Due to the availability of parking opportunities and nearby public transit to serve the project site, staff feels that granting of the variance would be an incentive to the commercial development.

DCMC 17.46.050 requires that the following findings (in italics) be made to approve the Variance:

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

There are similar uses operating on properties both immediately adjacent to and within the vicinity of the project site along the Mission Street frontage that provide little or no on-site parking. While the proposed expansion of the tenant space would increase the building's parking requirement, additional parking is unavailable because the site is already completely covered by the existing building, in a similar fashion to other properties within the vicinity and zoning district. The issuance of the variance would therefore effectively place the subject building in parity with other buildings within the C-1 Light Commercial zoning district.

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

Strict application of the parking regulations would deprive the subject property of the same privileges enjoyed by other properties within the vicinity in the same zoning district. Furthermore, many other properties with similar constraints within the vicinity of the project site were granted parking waivers by the Redevelopment Agency in the past. However, due to the State elimination of redevelopment agencies, the same opportunity could not be afforded to the subject property. As a result, a variance is requested to allow the tenant improvement.

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

The project site is not within the coastal zone.

Environmental Assessment

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

Findings

As conditioned, the proposed Variance VARC-6-19-14064 complies with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed Variance would not be detrimental to the health, safety, morals, comfort and general welfare of persons residing or working in the neighborhood. The proposed use will not be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the city. These findings are based on the following facts:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council conducted a public hearing on September 23, 2019. Legal public notice of said hearing was provided by newspaper publication on Friday, September 13, 2019, posting and via first class mailing to property owners within 300 feet of the site.
2. The City Council has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined the project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061 – Review for Exemption. There is no potential for environmental impacts caused by the project.
3. The proposed project is consistent with Zoning Regulations Chapter 17.46, Variances, and State Government Code 65906.5 in that the proposed use with the applicable parking variance granted, will provide an incentive to the commercial development.
4. There are similar uses operating on properties both immediately adjacent to and within the vicinity of the project site along the Mission Street frontage that provide little or no on-site parking. While the proposed expansion of the tenant space would increase the building's parking requirement, additional parking is unavailable because the site is already completely covered by the existing building, in a similar fashion to other properties within the vicinity and zoning district. The issuance of the variance would therefore effectively place the subject building in parity with other buildings within the C-1 Light Commercial zoning district.

5. The subject property is not being granted a special privilege in that other properties within the vicinity of the subject property under identical zoning of C-1 have commercial and residential uses where similar site limitations exist and where no or reduced on-site parking is available due substantial building lot coverage and where public parking and transit proximity provides the parking opportunities to serve the uses in accordance with Daly City Zoning Regulations and State Law.
6. Other properties within the vicinity and with constraints similar to those of the project site were granted parking waivers by the Redevelopment Agency in the past. Due to the State eliminating redevelopment agencies, the same opportunity could not be afforded to the subject property. As a result, a variance is necessary to allow the tenant improvement.

Conditions of Approval

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

A. PLANNING DIVISION

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

B. BUILDING DIVISION

4. The basement walls will require strengthening from lateral movement.

C. ENGINEERING DIVISION

5. An encroachment permit shall be required to be issued by the Public Works Department for all work proposed within the public right-of-way.
6. All plans submitted for review shall conform to the “City of Daly City General Conditions of Approval: Use Permits, Variances, Design Reviews, Planned Developments, and Subdivision” dated 1999.
7. Prior to building permit issuance, the applicant shall completely replace curb, gutter, and sidewalk along the entire width of the existing driveway to the next nearest expansion joint or score line or as directed by the City Engineer. All new project improvements shall be ADA compliant.

8. Prior to final building inspection for the project, the applicant shall install, remove, and/or adjust existing street parking tick marks to maximize on-street parking. The applicant will install, remove, and/or adjust parking meter posts as directed by the City Engineer and coordinate with the Public Works Department for the installation of parking meter heads. The applicant shall obtain an encroachment permit for this work prior to building permit issuance.

D. FIRE DEPARTMENT

9. Fire sprinkler system required for building per City Ordinance. Install per NFPA . Submit under separate fire permit. System shall be centrally monitored if over 20 sprinkler heads.
10. Obtain water flow information.
11. Fire alarm system required under separate fire permit and plan check. Install per NFPA 72.
12. Fire alarm system shall be monitored per CFC.
13. Clearly visible address identification required.
14. Doors shall be easily openable in one motion without special knowledge, key or effort per CBC.
15. Use of thumb operated deadbolts prohibited unless integrated with latch.

E. DEPARTMENT OF WATER AND WASTE WATER RESOURCES

16. Sewer -
Corrections to the sewer lateral required as a result of this project shall be completed prior to connection of the new private infrastructure.
17. Water -
Corrections to the water service required as a result of this project shall be completed prior to connection of the new private infrastructure.
18. Lateral strengthening -
Basement walls will require lateral force strengthening. front portion of the building is a weak story.
19. The applicant shall reconstruct the existing trash enclosure that would serve the restaurant to comply with the current enclosure requirement suitable to restaurant uses, including floor drain installation drain and fire protection, i.e., fire sprinkler, if required by the North County Fire Authority.

Recommendation

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

1. Adopt the Findings as outlined herein;
2. Affirm the Environmental Assessment; and
3. Approve Variance VARC-6-19-14064, subject to the Findings and Conditions outlined herein.

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

Respectfully submitted,



Brian Paland
Assistant Planner



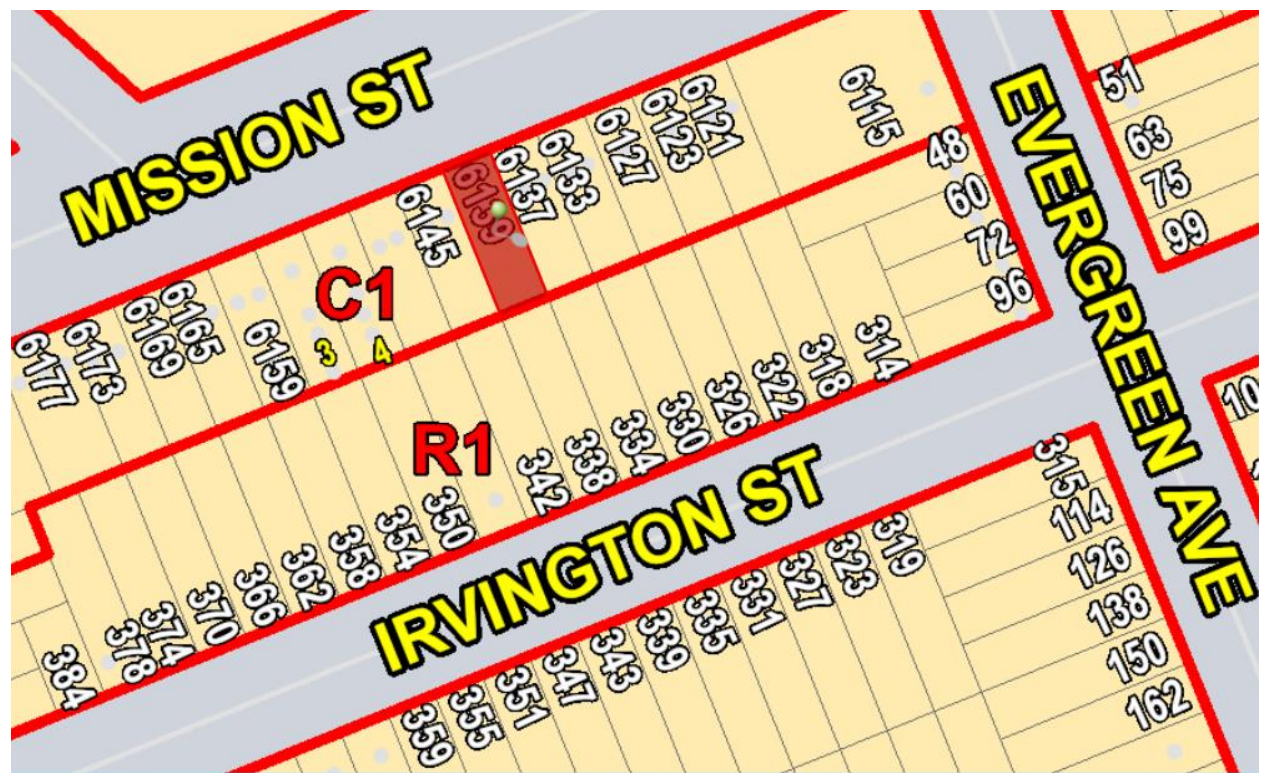
Tatum Mothershead
Director of Economic and Community
Development

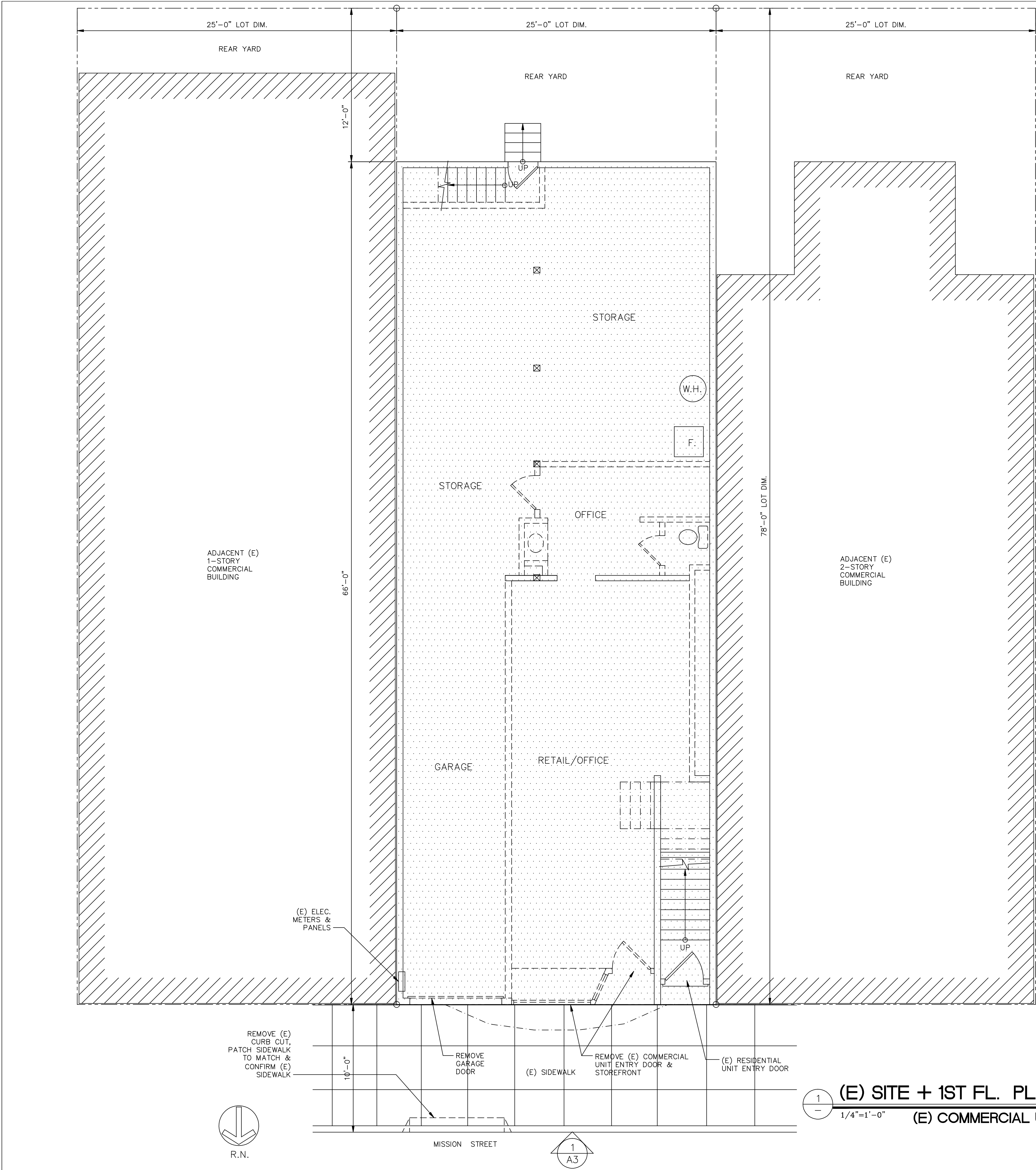
Attachments

Attachment A – Location Map

Attachment B – Project Plans

Attachment C – Public Parking and Transit Vicinity Map





BUILDING DATA	
OCCUPANCY GROUP:	R-3/B - ONE SINGLE FAMILY DWELLING UNIT + BUSINESS/COMMERCIAL/RETAIL UNIT
TYPE OF CONSTRUCTION TYPE	V-B
NUMBER OF STORY:	TWO
BUILDING EQUIPPED WITH FIRE SPRINKLER:	NO

2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA RESIDENTIAL CODE
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA MECHAINICAL CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 CALIFORNIA GREEN BUILDING CODE
2016 CALIFORNIA ENERGY CODE (2013 ENERGY EFFICIENCY STANDARDS)
2016 DALY CITY MUNICIPAL CODE (DCMC) CHAPTER 15

PROJECT SUMMARY

TOTAL LOT AREA:	1,950 S.F.		
EXISTING FLOOR AREA:	COMMERCIAL	GARAGE/STORAGE	TOTAL
1ST FLOOR:	630 S.F.	921 S.F.	1,551 S.F.
2ND FLOOR:			1,588 S.F.
SUB-TOTAL:	630 S.F.	921 S.F.	1,551 S.F.
PROPOSED FLOOR AREA:	COMMERCIAL	HALLWAY	TOTAL
1ST FLOOR:	1,290 S.F.	232 S.F.	1,522 S.F.
2ND FLOOR:			1,588 S.F.
SUB-TOTAL:	1,290 S.F.	232 S.F.	1,522 S.F.
TOTAL BUILDING AREA:	3,239 S.F.		

TOTAL EXISTING BUILDING FOOTPRINT AREA: $\frac{1,651 \text{ S.F.}}{1,950 \text{ S.F.}} \times 100 = 84.7\%$

DRAWING INDEX

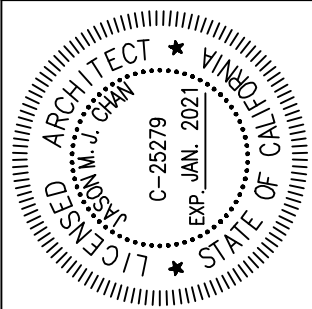
- ARCHITECTURAL:
- A1 EXISTING SITE/1ST FLOOR PLAN, NOTES
 - A2 REMODEL SITE/1ST FLOOR PLAN
 - A3 BUILDING ELEVATIONS

- SCOPE OF WORK:
- REMODEL 1ST FLOOR:
1. CONVERT EXISTING GARAGE AND STORAGE SPACE TO BE PART OF EXISTING COMMERCIAL SPACE.
 2. REMOVE GARAGE DOOR AND REMODEL COMMERCIAL UNIT STOREFRONT AND ENTRY DOOR.
 3. REMODEL BATHROOM, ADD AN ACCESSIBLE BATHROOM WITH SHOWER. ADD A COFFEE BAR

(E) SITE + 1ST FL. PLAN
1/4"=1'-0"
(E) COMMERCIAL UNIT

REVISIONS	BY
REV. 8-27-2019	

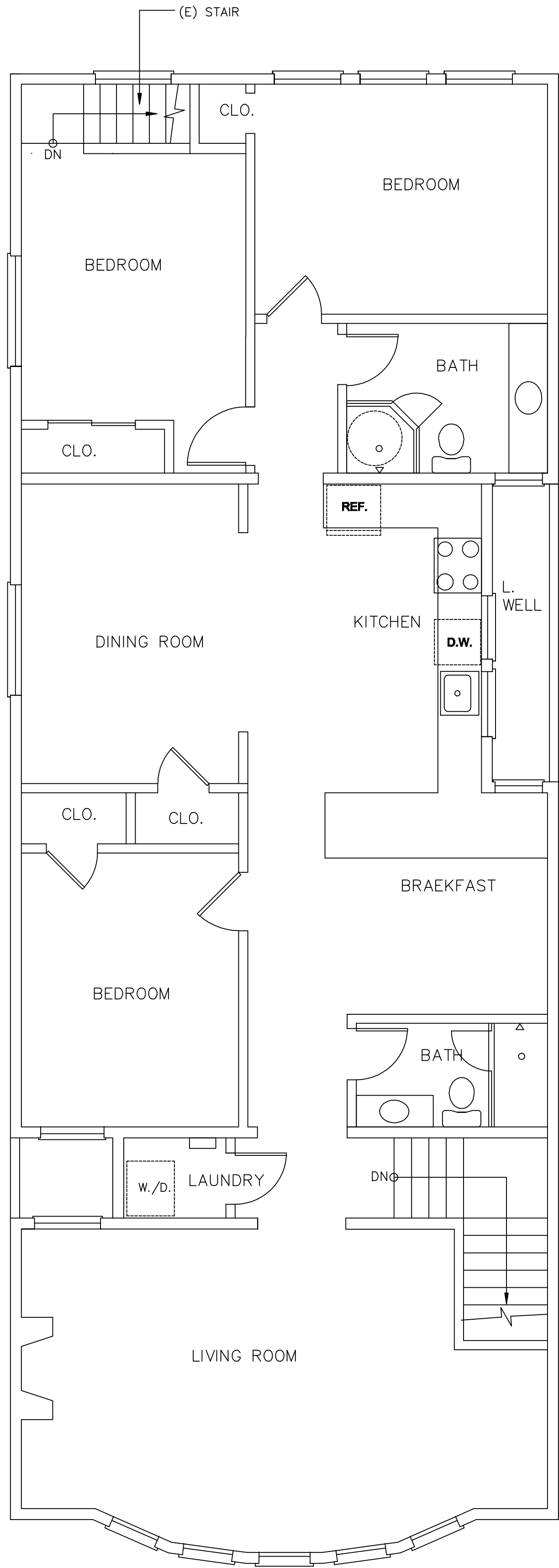
JASON M.J. CHAN ARCHITECT
615 SANTA BARBARA AVE.
MILLBRAE, CA 94030
(415)710-8896
E-MAIL: jasonchan1698@gmail.com



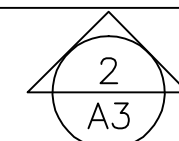
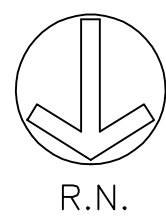
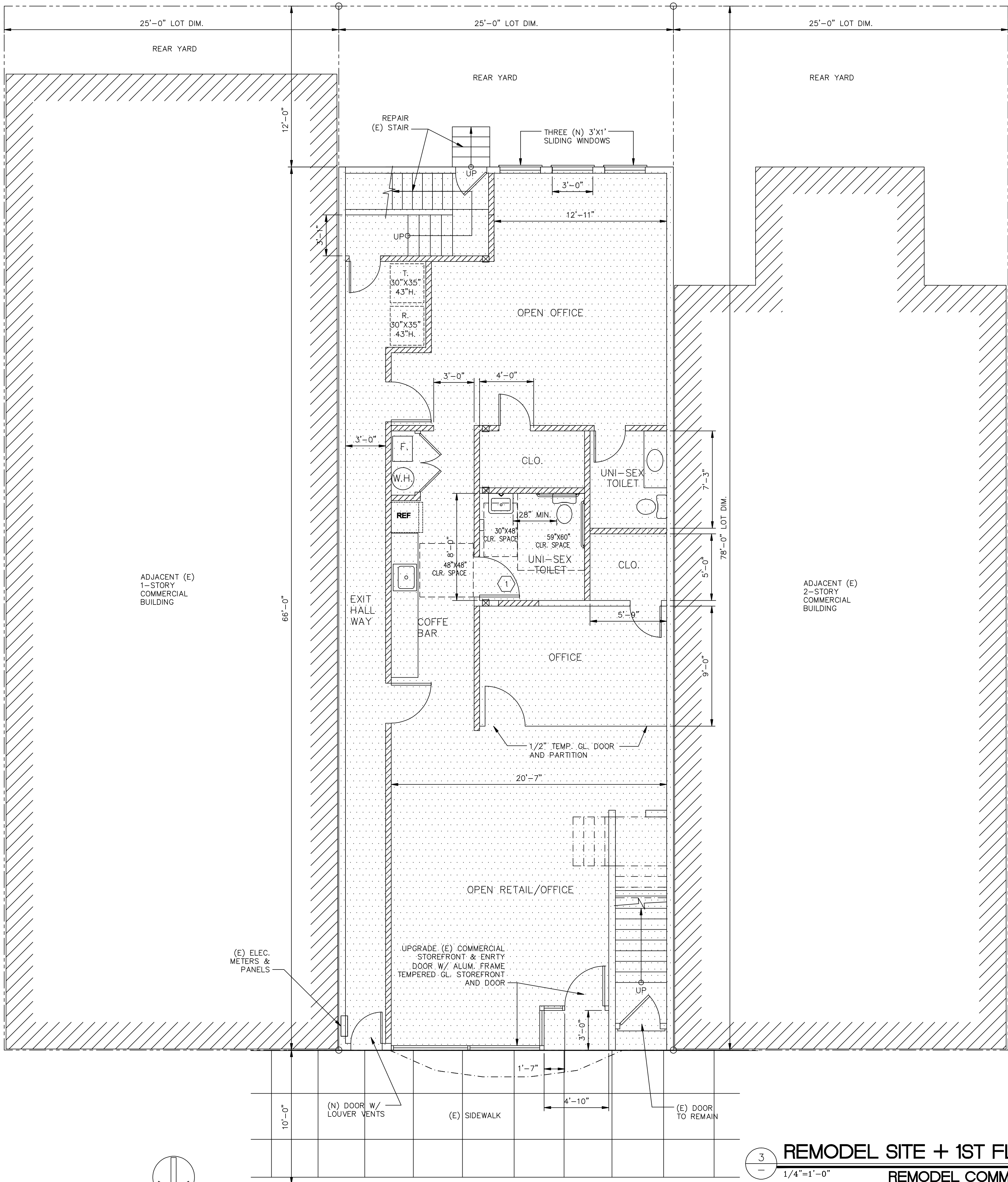
SITE AND FLOOR
PLANS, DETAIL

EXTERIOR & INTERIOR REMODEL
6139 MISSION STREET
DALY CITY, CA 94014
APN: 004060130

DATE	6-2-2019
SCALE	NOTED
DRAWN	
JOB	
SHEET	



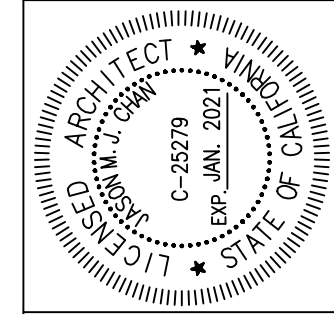
2
—
1/4"=1'-0" EXISTING 2ND FL. PLAN
(E) RESIDENTILA UNIT (NO WORK)



3
—
1/4"=1'-0" REMODEL SITE + 1ST FL. PLAN
REMODEL COMMERCIAL UNIT

REVISIONS	BY
REV. 8-27-2019	

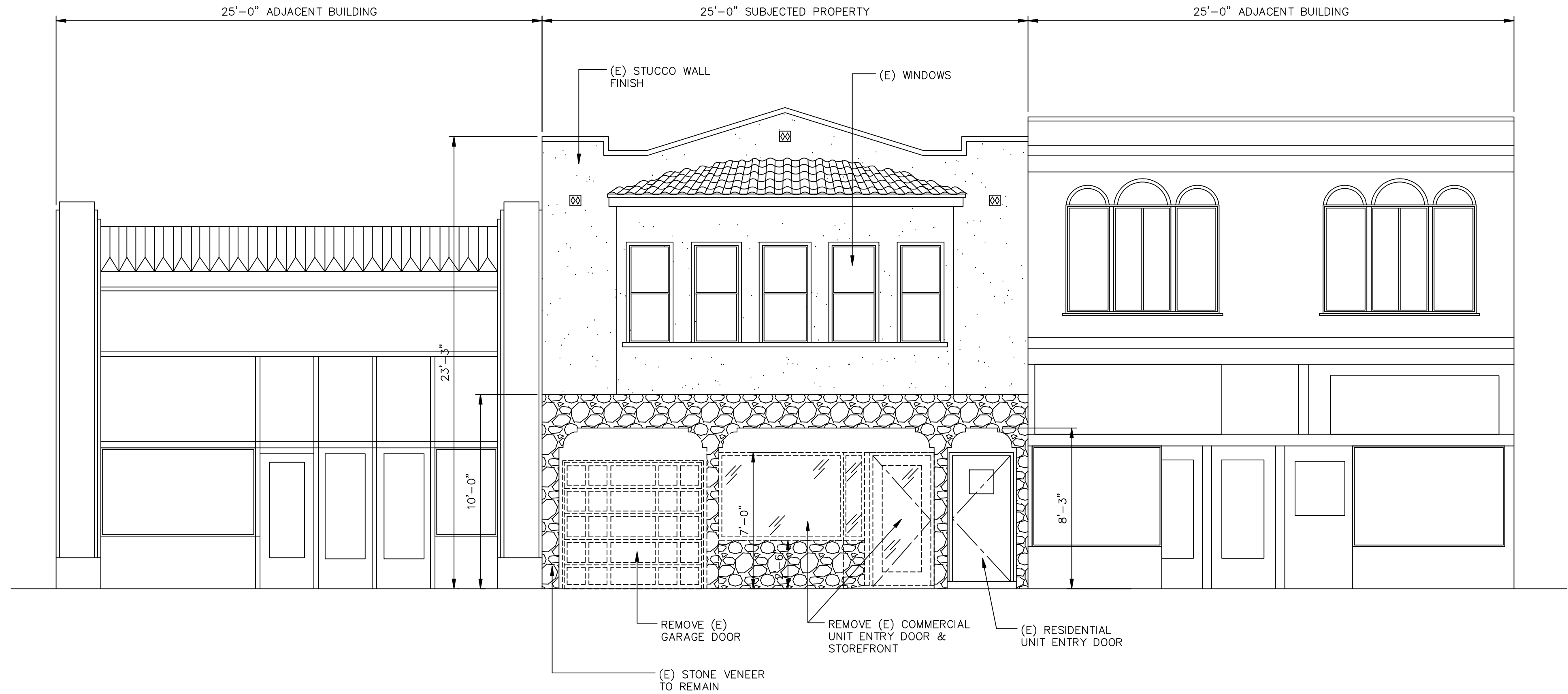
JASON M.J. CHAN ARCHITECT
615 SANTA BARBARA AVE.
MILLBRAE, CA 94030
(415)710-8896
E-MAIL: jasonchan1698@gmail.com



SITE AND FLOOR
PLANS, DETAIL

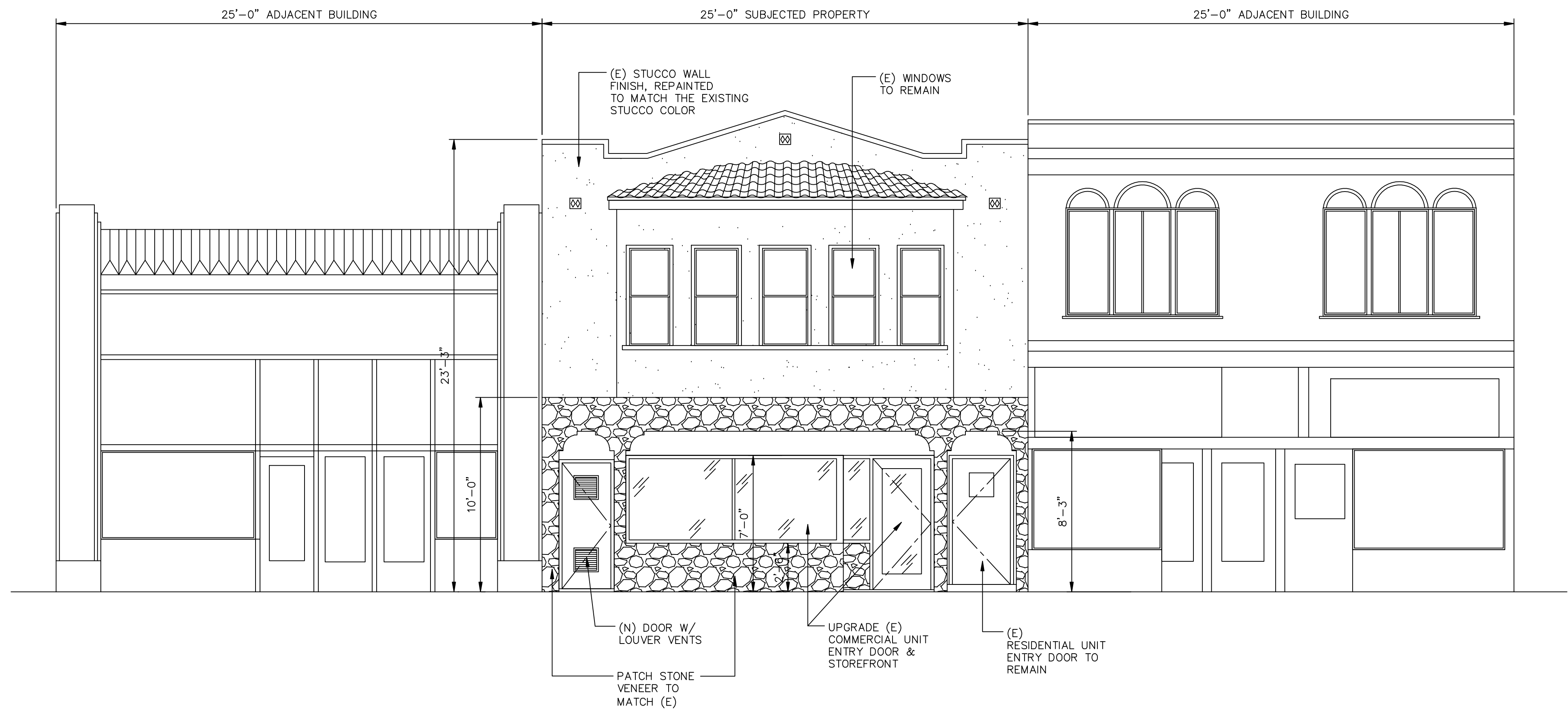
EXTERIOR & INTERIOR REMODEL
6139 MISSION STREET
DALY CITY, CA 94014
APN: 004060130

DATE	6-2-2019
SCALE	NOTED
DRAWN	
JOB	
SHEET	



1
—
1/4"=1'-0"

EXISTING FRONT (NORTH) ELEVATION

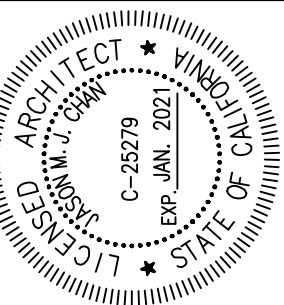


2
—
1/4"=1'-0"

REMODL FRONT (NORTH) ELEVATION

REVISIONS	BY
REV. 8-27-2019	

JASON M.J. CHAN ARCHITECT
615 SANTA BARBARA AVE.
MILLBRAE, CA 94030
(415)710-8896
E-MAIL: jasonchan16988@gmail.com



BUILDING ELEVATIONS

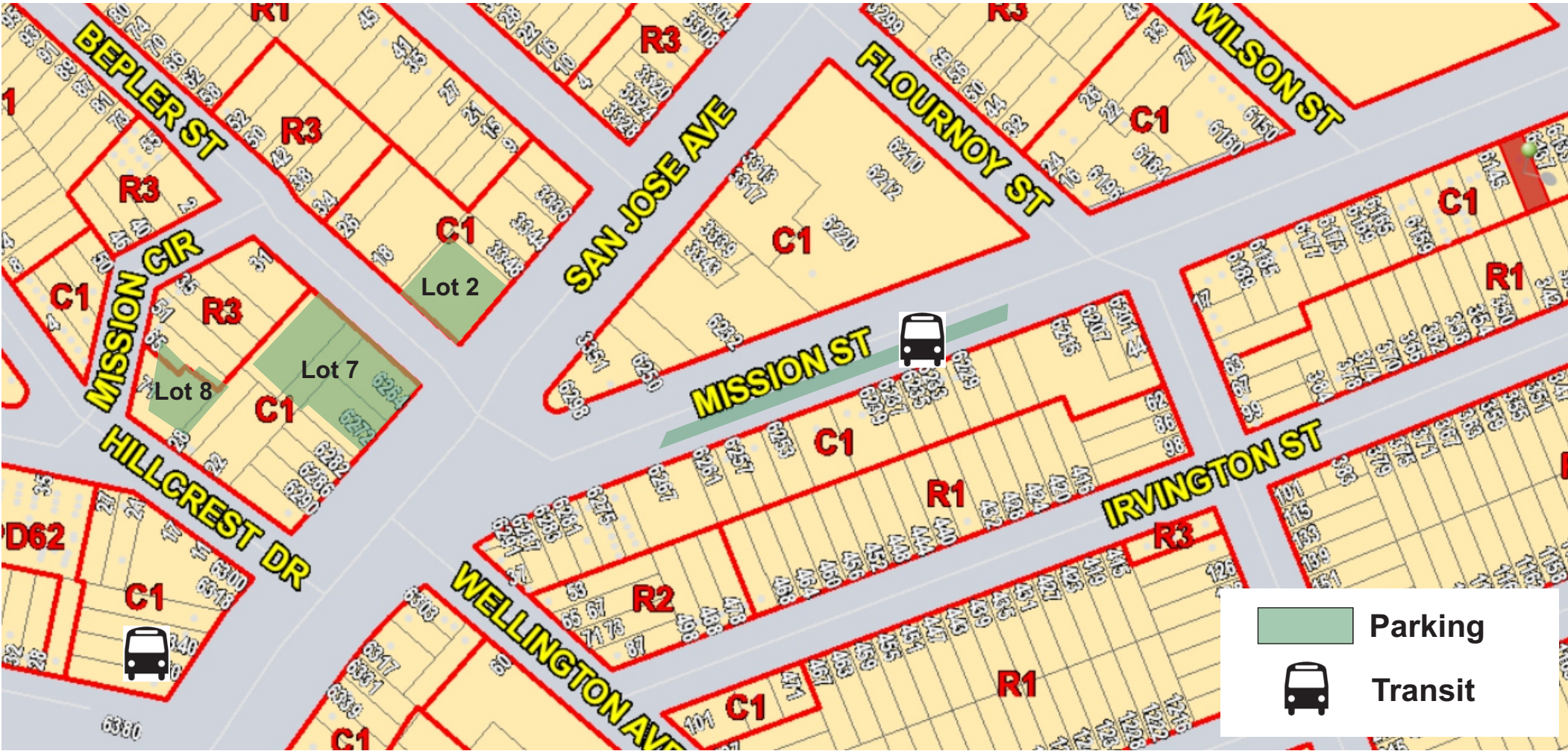
EXTERIOR & INTERIOR REMODEL
6139 MISSION STREET
DALY CITY, CA 94014
APN: 004060130

DATE	6-2-2019
SCALE	NOTED
DRAWN	
JOB	
SHEET	

A3

OF SHEETS

6139 Mission Street - Proximity to Public Parking and Transit





City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2019

To: Honorable City Council

From: Angie Padilla, City Manager's Office

AP

Date: September 23, 2019

Subject: Council Committee Meetings September 8 – September 22, 2019

Date of Meeting:

Meeting:

In Attendance:

September 10, 2019

Affordable Housing Council
Committee-
Carter/Martin Property
Developer Qualifications

Sylvester
Manalo
Maltbie
Zimmerman
Mothershead
Zobell
Suliguin

DALY CITY INTER-OFFICE MEMORANDUM

DATE: September 10, 2019

TO: Vice Mayor Glenn Sylvester
Council Member Juslyn C. Manalo

FROM: Tatum Mothershead, Director of Economic and Community Development
Betsy ZoBell, Housing and Community Development Supervisor

SUBJECT: Developer Selection for 12.5-Acre Site Located at Carter/Martin

Staff is seeking direction from the Affordable Housing Committee on review and evaluation of Qualifications Statements from three developers seeking to acquire and develop a 12.5-acre site owned by the Daly City Housing Development Finance Agency (DCHDFA).

BACKGROUND

With the dissolution of Redevelopment in California in 2012, a 12.5 acre site owned by the Daly City Redevelopment Agency was transferred to the Daly City Housing Development Finance Agency (Housing Successor to the Redevelopment Agency) for the purpose of affordable housing. On July 22, 2019 the DCHDFA Board authorized staff to request qualifications from developers with an interest in developing the site. At that time, the Agency recognized benefits of an overall masterplan for a larger development site that might include the 12.5 acre DCHDFA site as well as all or a portion of adjacent sites owned by SyWest and the Cow Palace. Exhibit A provides a map showing the boundaries of the three properties.

Specifically, the Agency concurred that an updated master plan would allow for well-coordinated and efficient utilization of the site by encouraging development to follow natural boundaries rather than arbitrary property lines. An updated Master Plan for the three-parcel site would provide guidance on the optimal land-use plan and address critical community concerns including traffic circulation, emergency vehicle access as well as provision of community-serving uses such as a grocery store and recreational spaces. More efficient site utilization will have the impact of reducing overall development costs which would allow for greater inclusion of uses with particular public benefits such as affordable housing, parks and community facilities.

The Agency Board acknowledged that requesting developer credentials from a limited, targeted set of developers would reduce the administrative burden and time requirements for selection of a developer, while still encouraging the creativity and competition among developers that will result in the best possible development outcome to the City.

Given the possibility that a master planning process could result in modified property lines, the Agency Board authorized a developer solicitation and selection focused on developer experience and qualifications, rather than a fully developed site plan.

On July 29, 2019 a Request for Qualifications was sent to the following list of "targeted" developers based on their reputation and experience in the affordable housing field and/or recent expressed interest in the Carter/Martin property

SyWest Development
Mid Peninsula Housing Coalition
Bridge Housing
Mercy Housing
Deca Development
Eden Housing
Core Companies

In response, a total of three Qualifications Statements were received from the following developers:

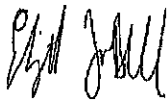
- Bridge Housing (in collaboration with Deca Development)
- Core Companies
- Mercy Housing and SyWest Development

DISCUSSION

According to the developer selection schedule established by the Agency Board, a special Agency meeting will take place on September 23, 2019 for developer interviews. When we meet on September 10, staff and the Committee will discuss the specific format and questions for the developer interviews.

Exhibit B (attached) provides a summary of the Qualifications Statements submitted by Affordable housing Developers on August 30.

Respectfully submitted,



Betsy ZoBell
Housing and Community
Development Supervisor



Tatum Mothershead
Economic and Community
Development Director