

**CITY OF BELMONT
CITY COUNCIL AND BELMONT FIRE
PROTECTION DISTRICT BOARD OF
DIRECTORS**



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CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, April 23, 2024

7:00 PM

City Council Chambers

City Hall, One Twin Pines Lane, Belmont, California

The meeting will be broadcast live to Belmont residents on Comcast Cable Channel 27, streamed live via the City's website at www.Belmont.gov. The public may also attend the meeting in the Chambers and address the Council from the Chambers.

PUBLIC COMMENT:

To maximize time for live public comment, we encourage members of the public to provide comments by joining the Committee meeting via Zoom : For web, visit <https://belmont-gov.zoom.us/> select "Join" and enter **Meeting ID: 95745673035**. Use the Raise Hand feature to request to speak. You may rename your profile if you wish to remain anonymous.

For dial- in comments, call *67 1-(669) 900-6833 (your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number), enter **Meeting ID: 95745673035**, and press *9 to request to speak. All public comments are subject to a 3-minute time limit unless otherwise determined by the Committee Chair.

If you wish to submit written public comment, you may send an email to cclerk@belmont.gov before the council considers the item. Please indicate the agenda item topic or agenda item number you wish to comment on in your email's subject line. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record but will not be read during the Council meeting.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. REPORT FROM CLOSED SESSION

4. SPECIAL PRESENTATIONS

A. **April 28, 2024 20th Annual SchoolForce Celebrate the Music Festival Presentation**

B. **Proclamation Recognizing April 2024 as National Arab American Month**

- C. **Proclamation Recognizing April 22, 2024 as Earth Day**
- D. **Proclamation Recognizing April 26, 2024 as Arbor Day**
- E. **Proclamation Recognizing May 5-11, 2024 as 55th Annual Professional Municipal Clerk Week**
- F. **Proclamation Recognizing May 2024 as Mental Health Awareness Month**
- G. **Proclamation Recognizing as May 2024 Jewish American Heritage Month**
- H. **Proclamation Recognizing as May 2024 National AANHPI Heritage Month**
- I. **Caltrain Modernization Update**

5. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

This portion of the meeting is reserved for persons wishing to address the Body on any City matter not on the agenda. The period for public comment at this point in the agenda is limited to 15 minutes, with a maximum of 3 minutes per speaker. Speakers who requested but did not receive an opportunity to speak during this comment period will be given an opportunity to address the Body later in the meeting. State law prohibits the Body from acting on non-agenda items.

6. COUNCILMEMBER ANNOUNCEMENTS

7. CONSENT BUSINESS

Consent business items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion on these items unless a member or staff request specific items to be removed for separate action. The City Attorney will read the title of ordinances to be adopted.

A. Approval of Minutes

Recommendation: Consider modifications and approve City Council and BFPD meeting minutes

Attachment(s):

[BFPD March 12, 2024](#)
[BFPD March 26, 2024](#)
[City Council March 12, 2024](#)
[City Council March 26, 2024](#)
[City Council Special Meeting March 27, 2024](#)

B. Monthly Financial Reports - February 2024

Recommendation: Motion to approve February Monthly Financial Reports

Attachment(s):

[February 2024 Financial Report](#)
[February 2024 Treasurer Report](#)

C. Annual Review of the Police Department's Military Equipment Use Policy in Accordance with Assembly Bill 481

Recommendation: Receive the Police Department's Annual Military Equipment Report; and adopt a resolution renewing the Belmont Police Department's Military Equipment Use Policy.

Attachment(s):

[Staff Report](#)
[Resolution](#)
[2024 Military Equipment List](#)

D. Upgrades To Equipment And Broadcast System For Council Chambers

Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute a contract for the acquisition of video equipment and broadcasting equipment in a not-to-exceed amount of \$60,000 and installation services of the equipment in a not-to-exceed amount of \$10,000

Attachment(s):

[Resolution.pdf](#)
[Staff Report.pdf](#)

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

General Business items are considered separately, typically in the order listed. The chair will call for public comment on each item when the body considers the item.

A. 800-803 BELMONT AVENUE- FINAL SUBDIVISION MAP

Recommendation: Adopt a resolution approving the final subdivision map for the 800-803 Belmont Avenue Affordable Multi-Family Housing Development and authorizing the city manager to execute the subdivision improvement agreement and continuing maintenance agreement.

Attachment(s):

[Staff Report](#)
[Resolution](#)
[Exhibit A to the Resolution - Parcel Map](#)
[Exhibit B to the Resolution - Amended Conditions of Approval](#)
[Attachment D - Subdivision Improvement Agreement](#)

10. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

B. Verbal report from City Manager

11. MATTERS OF INTEREST/CLARIFICATION

Items in this category are for discussion and direction to staff only. However, Council/Board may take final action on an item if there is no need for additional staff analysis.

12. ADJOURNMENT

If you need assistance to participate in this meeting, please contact the City Clerk at (650) 595-7413. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Meeting information can also be accessed via the internet at: www.belmont.gov. All staff reports will be posted to the web in advance of the meeting, and any writings or documents provided to a majority of the City Council/District Board or Commission regarding any item on this agenda will be made available for public inspection in the City Clerk's Office, One Twin Pines Lane, during normal business hours and at the Council Chambers at City Hall, Second Floor, during the meeting.

AGENDA POSTING: I declare a copy of this agenda was posted at City Hall, One Twin Pines Lane, and the City's website www.belmont.gov on _____, by _____ . /s/ _____

**MEETING MINUTES OF THE CITY OF BELMONT CITY COUNCIL AND BELMONT
FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REGULAR MEETING**
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

TUESDAY, March 12, 2024

CALL TO ORDER: 7:00 PM

ROLL CALL

DIRECTORS PRESENT: Mates, Latimerlo, Hurt, McCune, Pang-Maganaris

DIRECTORS ABSENT: None

CONSENT BUSINESS

Approval of Belmont Fire Protection District, February 12, 2024, Meeting Minutes.

ACTION: On a motion made by Director and seconded by Director was approved by a roll call vote (5-0).

ADJOURNMENT at this time being 9:30 pm

Submitted by,
Jozi Plut, District Secretary

**MEETING MINUTES OF THE CITY OF BELMONT CITY COUNCIL AND BELMONT
FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REGULAR MEETING**
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

TUESDAY, March 26, 2024

CALL TO ORDER: 7:00 PM

ROLL CALL

DIRECTORS PRESENT: Mates, Latimerlo, Hurt , McCune, Pang-Maganaris

DIRECTORS ABSENT: None

CONSENT BUSINESS

No Belmont Fire Protection District items on the agenda.

ADJOURNMENT at this time being 11:25 p.m.

**Submitted by,
Jozi Plut, District Secretary**

**MEETING MINUTES OF CITY OF BELMONT CITY COUNCIL AND BELMONT FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS MEETING**

City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

TUESDAY, MARCH 12, 2024

CALL TO ORDER: 7:00 PM

ROLL CALL

COUNCILMEMBERS PRESENT: McCune, Hurt, Pang-Maganaris, Latimerlo, Mates

COUNCILMEMBERS ABSENT: None

PLEDGE OF ALLEGIANCE

Led by Police Chief Stenquist and Fire Deputy Chief Marshall.

REPORT FROM CLOSED SESSION

No Closed session on this agenda.

SPECIAL PRESENTATIONS

Oath of Office for Belmont Police Personnel, City Staff and Introduction of San Mateo Consolidated Fire Department Fire Marshall

City Clerk Plut introduced and administered the oath of office to, newly appointed Deputy City Clerk, Mara Perez.

Police Chief Stenquist introduced New Officer Viktoria Plut, and newly promoted officers, Corporal James O'Connor, Sargent Daniel Friedman, Captain Andrew Armando.

Family members pinned badges on the Officers. City Clerk Put administered the Oath of Office.

Deputy Fire Chief Marshall introduced newly appointed San Mateo Consolidated Fire Marshall Carissa Workman.

Mayor Mates recognized Deputy Chief Marshall on his award of the Charles Gray Memorial award for outstanding service to NorCal Fire Prevention Officers.

Proclamation Celebrating Woman's History Month

Mayor Mates read the Woman's Month Proclamation "Women Who Advocate for Equity, Diversity and Inclusion".

Carlmont Student Group – Belmont for DEI members, Kara Kim – Zoom, Arianna Zhu, Elaine Jiang, Katherine Zhang, Isabella Zarzar commented on projects the group is involved in.

Proclamation Celebrating Samaritan House 50 Years of Serving the People of San Mateo

Mayor Mates read the proclamation. Alec Raffin Chief Operations Officer of Samaritan House thanked the Council for recognizing Samaritan House 50th anniversary and supporting the work of the organization.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Joanne Adamkewicz commented on Zoom camera issues.

Pat Cuvillo commented on invasive plant species in the open space.

Jaqueline Puccini commented on equal field access to boy and girl sports leagues.

COUNCILMEMBER ANNOUNCEMENTS

Councilmembers commented on community events they attended, and various upcoming annual and new events in the Belmont Community.

CONSENT BUSINESS

Minutes BFPD February 13, 2024, Special Meeting City Council February 20, 2024, March 5, 2024, March 6, 2024 (Comm Interview)

Monthly Financial Reports - January 2024

Ordinance 2024- 11 amending the Boards and Commission Ordinance including augmenting the description of the role of and appointment process for advisory bodies and nature of appointments among other modifications

Resolution 2024- 14 authorizing the City Manager to execute a Task Order with Schaaf and Wheeler Consulting Civil Engineers for an amount not to exceed \$164,715 for 2025 Sanitary Sewer Rehabilitation Project.

Resolution 2024-15 authorizing the City Manager to execute a Task Order with Mott MacDonald Group, Inc. for an amount not to exceed \$167,945 for design, bid, and construction support services for the Salson Trail Storm Damage Repair Project.

Resolution 2024-16 authorizing the City Manager to negotiate and execute services agreements with Lisa Wise Consulting, Inc. totaling an amount not-to-exceed \$73,792

ACTION: City attorney Rennie read the title of the Ordinance 2024-1178.

On a motion made by Councilmember Hurt and seconded by Councilmember McCune the consent business items were unanimously approved by a roll call vote (5-0).

PUBLIC HEARINGS

None

GENERAL BUSINESS

Review an Adoption of the Parks, Recreation, and Open Space Master Plan and the Environmental Impact Report Addendum to the 2035 General Plan

Parks and Recreation Director Shearer stated that the Parks Recreation Open Space Master Plan (PROS) is recommended for adoption by the parks and recreation commission at its February meeting. She noted that Belmont PROS was last completed in 1992.

Linda Gates, City Consultant, Gates and Associates and Leslie Lazaroti, WRA provided an update on the plan's framework, recommendations, the EIR Addendum and next steps. She concluded the presentation with a recommendation for adoption of a resolution to approve the PROS Plan and CEQA Addendum.

Council and staff discussion ensued regarding the specifics of the EIR, inclusive parks, and public art.

Comments in support of the PROS plan provided by the following members of the public:
Thad Block, Scott Hill, Henry, Oliver Collick, Paul Sheng
E-mail also comments received.

Council concurred to support the moving forward with next steps and included discussion on following up with operational detail including policy on single use trails, electric bikes, stewardship, art in nature, equal distribution of parks, merging of climate action plan and master art plan, including a historical background.

ACTION: On a motion made by Councilmember Hurt and seconded by Councilmember Pang-Maganaris **Resolution 2024-17** to approve the Parks, Recreation, and Open Space Master Plan and an Addendum to the previously approved adopted Environmental Impact Report developed for the City's 2035 General Plan was unanimously approved by a role call vote (5-0).

RECESS 8:45 PM

RECONVENE: 8:50 PM

Appointment to City Commission and Committee

Councilmembers briefly discussed the staggered length of service and the number of applicants to appoint to the planning and parks and recreation commission. Council concurred to make appoints to a 7 member planning commission from the previous 5 member.

No public comment received.

ACTION: On a motion made by Councilmember Latimerlo and seconded by Councilmember Pang-Maganaris the following individuals were appointed,

Planning Commission:

David Kramer, 3-year appointment
Nathan Majeski, 3-year appointment
Joanne Adamkewicz, 2-year appointment
Cherry Twigg, 2-year appointment

Parks and Recreation Commission:

Austin Lee, 3-year appointment
Craig Michaels, 2-year appointment
Scott Hill, 3-year appointment
Bubby Whitmore, 2-year appointment

Parks and Recreation Non-Voting:

Catherin Wang, 1-year appointment
Peter Harrison, 1 year appointment

Measure I Committee

Emily Tuupo, 3-year appointment

BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

Councilmembers reported on their assignments.

Verbal report from City Manager

City Manager Oskoui commented on upcoming opportunities to join the Business License Focus Groups.

MATTERS OF INTEREST/CLARIFICATION

None

ADJOURNMENT at this time being 9:30 p.m.

**Submitted by,
Jozi Plut, City Clerk**

DRAFT

MEETING MINUTES OF CITY OF BELMONT CITY COUNCIL AND BELMONT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS CITY COUNCIL REGULAR MEETING

City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

TUESDAY, MARCH 26, 2024

CALL TO ORDER: 7:00 PM

ROLL CALL

COUNCILMEMBERS PRESENT: Pang-Maganaris, Hurt, McCune, Latimerlo, Mates

COUNCILMEMBERS ABSENT: None

PLEDGE OF ALLEGIANCE

Led by Mayor Mates

REPORT FROM CLOSED SESSION

No closed session on this agenda.

SPECIAL PRESENTATIONS

Proclamation Recognizing Outgoing Parks and Recreation Commissioner Karl Mittelstadt

Item Continued to a subsequent meeting.

Proclamation Recognizing April as National Poetry Month

Mayor Mates read the proclamation.

Belmont Poet Laurette Korde thanked the Council for recognizing National Poetry Month, she provided an update work she completed in 2023 and provided an outlook of new initiatives for 2024. She recited her piece *A Festival of Colors*.

SamTrans and San Mateo County Transit Authority Update

Mikaela Petrik, Government Affairs Officer SamTrans provided an update on ridership, and new initiatives including a bus stop improvement plan.

Sequoia Healthcare District Update on Service to the Belmont Community

Jerry Shefren, Belmont Elected Sequoia Healthcare District Board Member provided a presentation on the Sequoia Healthcare initiatives.

Giuliano Carlini commented on services provided to the Belmont AYSO by Sequoia Health.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Kara Kim commented on zero waste party packs.

Giuliano Carlini provided comments of gratitude to the Public Works Staff.

COUNCILMEMBER ANNOUNCEMENTS

Mayor Mates provided information on upcoming community events.

CONSENT BUSINESS

Resolution 2024-18 authorizing the City Manager to negotiate and execute an amendment to an agreement with Ardurra (aka Infrastructure Engineering Corporation) for the engineering services to include additional scope of work for an additional amount of \$34,520 for the Sanitary Sewer Master Plan Update and Program Support Services bringing the total contract amount to a not-to-exceed amount of \$610,690

Resolution 2024-19 approving revision to the City's Master Employee Pay Schedule in compliance with California's Public Employees Retirement System (CalPERS) regulations

Resolution 2024-20 authorizing the City Manager to negotiate and execute a third amendment to the contract with Craftwater Engineering, Inc., for additional services including a supplemental topographic survey of the Meadow in Twin Pines Park and the inclusion of a pump station and electrical design for the detention basin for an additional amount of \$87,973. for a total contract cost to a not-to-exceed amount of \$1,299,438.

Minutes of City Council Meeting of February 27, 2024 and BFPD Meeting of February 27, 2024

No public comments received.

ACTION: On a motion made by Councilmember Hurt and seconded by Councilmember Pang-Maganaris the Consent Business was unanimously approved by a roll call vote (5-0).

PUBLIC HEARINGS

Outdoor Dining Program – Parklet and Sidewalk Dining Policies and Fees

Assistant Public Works and City Engineer Scramaglia provided a background on outdoor dining in Belmont and proposed policy. She defined parklets and sidewalk dining and outlined benefits and challenges of allowing parklet and sidewalk dining.

Council and Staff deliberation ensued. City Manager Oskoui clarified that applicants must apply for an encroachment permit he noted that there are no by-right opportunities. City Attorney Rennie further clarified that the City has the right to revoke the encroachment permit for cause and right of way purposes.

Mayor Mates opened the public hearing.

Comments in support of an outdoor dining parklet specifically at Vivace restaurant Tom Diordon, David Taylor, Gary Roberts, Jeff Leavin, Kevin Dune, Elisabeth Torrelino, Praveen Prasad, Giuliano Carlini, David Tognotti, David Taylor, Adele Della Santina, Hayden, Nels Delander. ZOOM caller spoke in opposition to the parklet at Vivace. E-mail comments also received.

Mayor Mates closed the public hearing.

RECESS: 9:05 PM

RECONVENE: 9:15 PM

Council deliberation ensued Council generally concurred with staff recommendation not allowing the addition of outdoor dining on arterial streets in Belmont including Ralston due to safety.

ACTION: Councilmember Hurt made a motion to allow a case-by-case basis on Ralston and Alameda de Las Pulgas for sidewalk or parklet dining with sidewalk as preference but not priority when meeting City's policy criteria.

Motion failed.

Councilmember McCune proposed to adopt the resolution as presented by staff and request to research the creation of an exception process specifically for Ralston. Clarifying his motion by stating no sidewalk or parklet dining on El Camino or Ralston unless there is a viable exception process for applicants to apply for.

Councilmember Hurt countered the motion proposing an that staff research exceptions for the one Ralston applicant.

Motion failed.

ACTION: Councilmember McCune motioned to return the item to staff and request the development of an exception process for parklets on Ralston. Motion was seconded by Councilmember Hurt and approved by a roll call vote (3-2, Latimerlo and Pang-Maganaris no)

GENERAL BUSINESS

800-803 Belmont Avenue Affordable Housing Loan Documents

Assistant City Manager Kleinbaum provided an overview of the ROEM Development entitled as project consisting of 125, 100% affordable housing units. She outlined the financing for the project and noted that the City approved a \$2.5 million loan in 2022 from the City's Affordable Housing Successor Agency. She explained that project cost has escalated and ROEM is requesting a loan amount increase of \$3.5 million, the City's contribution will be \$28,000 per unit.

Public comment provided by Nels Delander commented on labor standards.

Council deliberation ensued, regarding labor standards and housing needs in Belmont and the County. Councilmember McCune does not concur with the developer strategies for funding.

ACTION: On a motion made by Councilmember Latimerlo, seconded by Councilmember Hurt **Resolution 2024-22** authorizing the City Manager to negotiate and execute: (1) an affordable housing loan agreement and associated documents with Belmont Family Apartments, LP, to provide \$3.5 million for the construction of the 125-unit affordable housing project at 800-803 Belmont Avenue, and (2) related subordination agreements was approved by a roll call vote (4-1, McCune no).

2023-2031 Housing Element Update and City Council Direction

Deputy Community Development Director Russell briefed the Council on the State required Housing Element process. She noted that Belmont began work on the Element Update in 2021, adopted it in 2023 and certified the Environmental Impact Report (EIR) prior to the statutory deadline. She further noted that amendments were made and additional HCD comments were received. She explained the HCD approach and noted that with incremental feedback they indicate the City is on the right path to approval. She outlined the SB9 and additional dwelling units (ADU) implications. She outlined the approach to Housing Element Revisions and noted that no additional housing sites are proposed. She explained the required policy enhancements to affirmatively further fair housing (AFFH) and changes to improve clarity and standardize assumptions. She outlined the next steps and noted that April 2024 is the target date for resubmission and HCD may take up to 60 days for review.

Council and staff discussion ensued.

ACTION: On a motion made by Councilmember McCune and seconded by Councilmember Latimerlo the meeting was unanimously extended 30 minutes by a roll call vote (5-0).

Council affirmed staff recommendations on the proposed changes to the Housing Element discussed.

Automated License Plate Readers

Police Chief Stenquist provided an overview of Automated License Plate Readers (ALPRs). He explained that an ALPR is a crime solving tool that focuses on the vehicle and not the driver. He explained how the data received is processed and maintained and noted that personal identifying information is not identified. He provided an overview of the proposed ALPR policy. He provided case outcomes in neighboring jurisdictions that used the technology.

Council discussion ensued. Staff explained that Council affirmation is needed for acquisition of automated license plate readers (ALPR) to begin budget evaluation and deployment of the technology.

ACTION: On a motion made by Councilmember Hurt and seconded by Councilmember Latimerlo the meeting was unanimously extended 30 minutes by a roll call vote (5-0).

Discussion ensued regarding the policy and data use.

Public comment provided by Giuliano Carlini, M Olsen, e-mail comments were received.

Council deliberation ensued; Mayor Mates suggested a third-party audit process added to the policy.

Council concurred to support the next steps to acquisition of automated license plate readers.

BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

In consideration of the time no reports were made.

Verbal report from City Manager

City Attorney Oskoui commented on the use of Belmont Sports Fields related to the current weather conditions and that an update will be agenized in a subsequent meeting.

MATTERS OF INTEREST/CLARIFICATION-None

ADJOURNMENT at this time being 11:25 p.m.

**Submitted by,
Jozi Plut, City Clerk**

**MEETING MINUTES OF CITY OF BELMONT CITY COUNCIL AND BELMONT FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS CITY COUNCIL SPECIAL MEETING (STRATEGIC PLANNING WORKSHOP)**
Belmont Library Taube Room, 1110 Alameda de las Pulgas, Belmont, CA 94002

Wednesday, March 27, 2024

CALL TO ORDER: 8:45 AM

The meeting was not broadcast.

ROLL CALL

COUNCILMEMBERS PRESENT: Mates, Latimerlo, McCune, Pang-Maganaris (Councilmember Hurt listened to the proceedings via ZOOM)

GENERAL BUSINESS

Strategic Planning Workshop

The Council received staff presentations and discussed the progress of City's Strategic Plan which identifies Council projects or priorities. Council concurred with the progress of major initiatives including affordable housing and the City's diversity, equity and inclusion (DEI) efforts that reach city wide not only staff.

Council confirmed the City's Mission, Vision, and Values Statements.

Council held discussion on council meetings to cancel in 2024 and concurred to take the month of August as a summer recess and to cancel the second meeting in December (24th) for the Holiday break.

Council reviewed confirmed the Council Protocols and Code of Conduct.

ADJOURNMENT at this time being 1:40 p.m.

**Submitted by,
Jozi Plut, City Clerk**



HIGHLIGHTS

PERFORMANCE AT A GLANCE REPORT

- General Fund balance decreased compared to prior YTD

BUDGET VARIANCE REPORT

- Management Discussion & Analysis
- Tax Trends

FUND RECAP AT A GLANCE REPORT

Notable Fund Balance Increase compared to prior YTD:

- General Fund
- Development Services
- Belmont Fire Protection District
- Street Improvement
- Fleet & Equipment Management
- Sewer Collection System
- Sewer Treatment

Notable Fund Balance Decrease compared to prior YTD:

- Planned Park
- Storm Drainage Enterprise

CASH DISBURSEMENTS & PURCHASE ORDER ACTIVITY REPORT

- Amounts equal to and above \$50,000

This report contains financial information which has not been reviewed or audited by an independent auditor, does not reflect the application of generally accepted accounting principles in all instances and is subject to future revision. This report has not been prepared with a view to informing an investment decision in any of the City's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in this report are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the City's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the City on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures and website, maintained on the World Wide Web at <https://emma.msrb.org/>

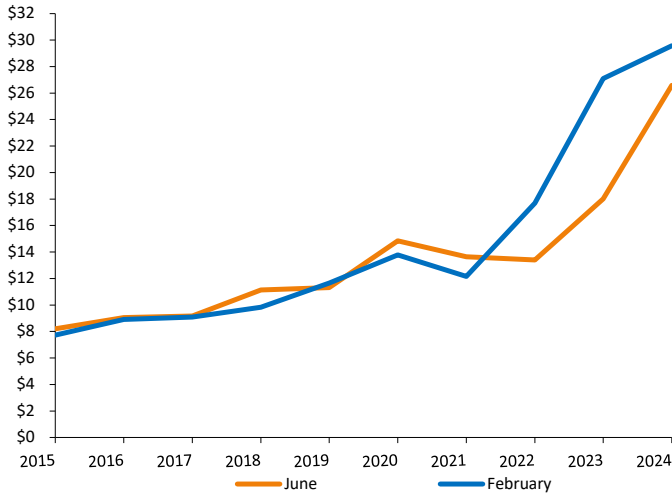
These financial reports are designed to provide a general overview of the City of Belmont's interim finances. Questions concerning any information provided in these reports should be addressed to financedept@belmont.gov or for additional information regarding the City's financial activities, including past award winning audited financial statements, transparency efforts and best practices please visit the City at www.belmont.gov.



City of Belmont
Performance at a Glance
Results for the Period Ended February 29, 2024
(000's)



General Fund Balance Trend
(in millions)

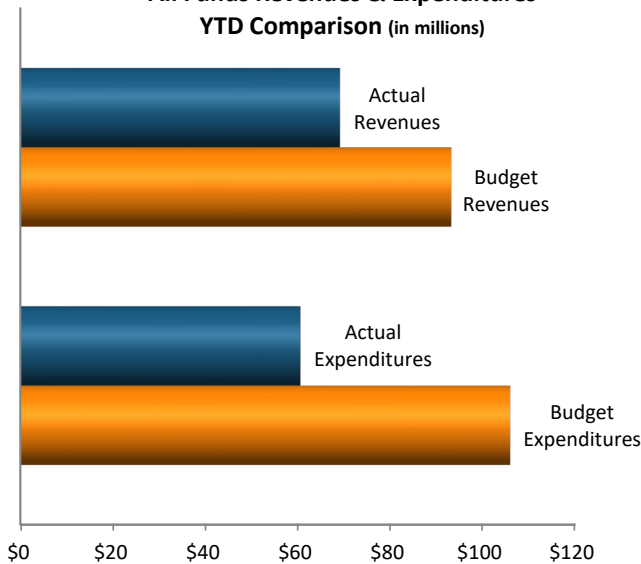


General Fund Balance Trends*

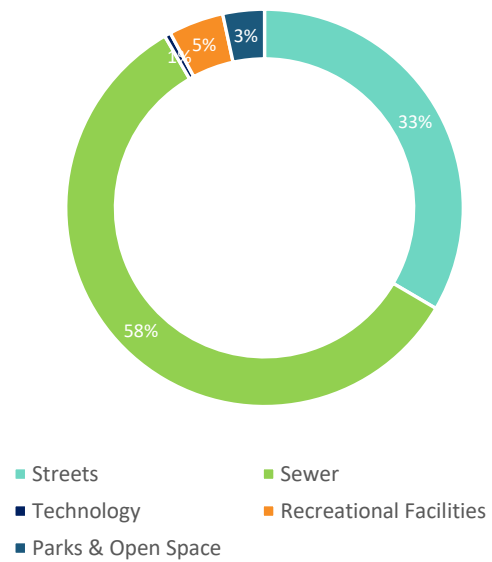
6/30/2014	\$8,204	Audited
6/30/2015	\$9,049	Audited
6/30/2016	\$9,177	Audited
6/30/2017	\$11,128	Audited
6/30/2018	\$11,325	Audited
6/30/2019	\$14,846	Audited
6/30/2020	\$13,637	Audited
6/30/2021	\$13,398	Audited
6/30/2022	\$18,013	Audited
6/30/2023	\$26,586	Audited
2/29/2024	\$29,574	Unaudited

* excludes Measure I

All Funds Revenues & Expenditures
YTD Comparison (in millions)



Capital Improvement Plan



General Fund

The General Fund balance is \$29.6 million, an increase of \$3 million compared to the amount at the prior fiscal year end. Year-to-date budgeted operating transfers \$3 million from the General Fund to various funds will not be recorded until at the end of the fiscal year based on actual results.

Fund Balance - YTD Fund Deficits

As shown on the Fund Recap at a Glance (page 3) Recreation, Street Maintenance and Facilities Management Fund have deficits and are expected to be eliminated in a future period.

City of Belmont
Fund Recap at a Glance
Results for the Period Ended February 29, 2024
(000's)



Fund	Fund Name	Audited Fund Balance 06/30/23 (1)	Revenues					Expenditures					Unaudited Fund Balance 02/29/24 (1)+(2)-(3)	PY YTD Fund Balance 02/28/23	
			YTD Budget	YTD Actual (2)	Variance (Under) Over	%	PY YTD Actual	YTD Budget	YTD Actual (3)	Under (Over)	Variance %	PY YTD Actual			
GENERAL FUND															
101	General	\$26,586	\$19,974	\$19,113	(\$861)	96%	\$23,631	\$20,534	\$16,125	\$4,409	79%	\$14,605	\$	29,574	27,040
102	Measure I	3,937	1,601	1,335	(266)	83%	1,269	4,516	1,694	2,823	38%	534		3,578	3,673
SPECIAL REVENUE FUNDS															
205	Recreation	583	2,246	1,544	(702)	69%	1,330	2,461	2,241	220	91%	2,339		(114)	(1,009)
206	Library Maintenance & Operation	815	212	195	(16)	92%	189	696	252	444	36%	239		758	787
207	Athletic Field Maintenance	366	82	126	44	154%	106	234	79	156	34%	51		413	431
208	City Tree	284	10	28	18	271%	8	57	60	(3)	106%	27		252	278
209	Senior Services Donation	92	4	2	(2)	45%	1	3	0	3	8%	0		94	91
210	Development Services	1,538	4,542	4,488	(54)	99%	2,948	4,356	3,613	743	83%	3,312		2,412	720
212	General Plan Maintenance	1,592	400	343	(56)	86%	457	749	523	226	70%	89		1,412	1,673
223	Belmont Fire Protection District	20,198	11,542	11,146	(396)	97%	10,037	8,556	9,489	(933)	111%	7,120		21,855	19,134
225	Police Grants and Donations	30	3	5	2	148%	0	3	1	3	18%	3		35	30
227	Supplemental Law Enforcement	7	117	172	55	147%	131	85	83	1	98%	121		95	11
231	Street Maintenance	0	2,574	808	(1,766)	31%	802	1,737	1,636	101	94%	1,501		(828)	(699)
232	RMRA Street Project	606	452	420	(33)	93%	360	879	8	872	1%	9		1,018	351
233	Measure W	1,809	292	242	(50)	83%	397	633	0	633	0%	0		2,051	1,854
234	Street Improvements	1,903	722	753	32	104%	1,192	2,108	117	1,991	6%	822		2,540	1,117
237	Traffic Impact	97	8	2	(6)	22%	2	0	0	0	N/A	0		98	202
239	Public Art	404	5	7	2	139%	3	0	0	0	N/A	0		411	399
275	Affordable Housing Successor	9,448	275	238	(36)	87%	3,018	2,625	160	2,465	6%	344		9,526	9,141
277	Inclusionary Housing	2,572	402	604	202	150%	1	0	0	0	N/A	0		3,175	2,453
Total Special Revenue		42,343	23,886	21,122	(2,764)	88%	20,982	25,184	18,262	6,922	73%	15,976		45,202	36,965
CAPITAL PROJECT FUNDS															
308	General Facilities	734	9	13	4	138%	6	401	7	394	2%	6		740	
310	Infrastructure	2,395	30	44	14	149%	710	942	137	805	15%	962		2,302	725
312	Comcast PEG Program	405	5	7	2	139%	3	80	0	80	0%	0		412	2,557
341	Planned Park	1,701	27	30	3	110%	423	475	337	138	71%	383		1,393	399
342	Park Impact	641	110	24	(86)	22%	284	437	0	437	0%	151		666	2,030
343	Open Space	97	0	2	2	N/A	4	47	0	47	0%	48		99	460
399	Capital Improvement Projects	-	25,175	7,427	(17,748)	30%	0	25,274	3,946	21,328	16%	0		3,481	120
704	Special Assessment Districts	315	4	6	2	139%	2	0	0	0	N/A	0		321	310
Total Capital Projects		6,288	25,360	7,552	(17,808)	30%	1,432	27,656	4,427	23,228	16%	1,550		9,413	6,602
DEBT SERVICE & OTHER FUNDS															
406	Library Bond Debt Service	286	450	405	(45)	90%	407	454	648	(194)	143%	654		43	28,021
501-505	Sewer Collection System	31,482	10,919	9,848	(1,071)	90%	9,624	14,722	7,996	6,726	54%	7,219		33,334	48,926
507	Sewer Treatment	27,391	2,156	1,937	(218)	90%	1,904	2,914	2,681	233	92%	3,017		26,647	2,179
525	Storm Drainage Enterprise	2,173	893	770	(122)	86%	761	2,151	1,304	846	61%	1,170		1,639	
530	Solid Waste Management	1,868	473	372	(100)	79%	350	428	350	78	82%	347		1,891	1,412
570	Worker's Compensation	1,761	655	677	22	103%	531	488	693	(205)	142%	656		1,746	2,725
571	Liability Insurance	3,686	566	85	(481)	15%	6	749	648	101	86%	668		3,123	6
572	Self Funded Vision	0	0	0	0	N/A	0	0	(4)	4	N/A	(6)		4	7,718
573	Fleet & Equipment Management	8,394	3,110	3,176	66	102%	3,013	3,643	3,141	502	86%	2,733		8,429	(259)
574	Facilities Management	(603)	2,308	1,922	(386)	83%	1,494	1,738	1,681	56	97%	1,753		(363)	995
575	Benefit Prefunding	1,234	989	954	(34)	97%	913	905	1,037	(132)	115%	1,000		1,151	69,469
Total Debt & Other		77,673	22,518	20,147	(2,370)	89%	19,003	28,190	20,176	8,015	72%	19,210		77,645	69,469
Total All Funds		\$156,826	\$93,340	\$69,270	(\$24,070)	74%	\$66,318	\$106,080	\$60,684	\$45,397	57%	\$51,875		\$165,412	\$143,749

Fund Types:

General Fund - Used to account for and report all financial resources not accounted for and reported in another fund.

Special Revenue Funds - Used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

Capital Projects Funds - Used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Debt Service & Other Funds - Includes funds used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest; funds used to finance and account for special activities and services performed by a designated department for other departments in the City on a cost reimbursement basis; and funds to account for operations financed and operated in a manner similar to a private business enterprise with the intent that the cost of providing goods and services is primarily financed through user charges; and funds used to account for assets held by the City as an agent.

City of Belmont
Budget Variance Report
General Fund / All Other Funds
Results for the Period Ended February 29, 2024
(000's)



	General Fund						All Other Funds					
	Budget	Year to Date (YTD)			Annual Budget	PY YTD Actual	Budget	Year to Date (YTD)			Annual Budget	PY YTD Actual
		Actual	Variance	%				Actual	Variance	%		
REVENUES												
Taxes	\$14,672	\$13,336	(\$1,336)	91% a	\$22,007	\$14,834	\$14,344	\$12,468	(\$1,876)	87% a	\$21,516	\$12,084
Licenses and permits	792	633	(159)	80% b	1,188	664	1,710	1,844	134	108%	2,565	1,466
Intergovernmental	257	335	78	130%	385	3,572	6,767	5,331	(1,436)	79% e	10,151	2,405
Charge for services	2,898	2,774	(124)	96% c	4,347	2,855	25,231	23,358	(1,874)	93% f	37,847	22,353
Fines and forfeits	107	88	(18)	83%	160	79	-	-	-	N/A	-	-
Use of money and property	1,008	1,921	913	191%	1,512	1,611	1,680	3,218	1,538	192%	2,520	1,507
Miscellaneous	238	26	(212)	11% d	357	16	157	389	233	248%	235	(76)
Other financing sources	-	-	-	N/A	-	-	-	13	13	N/A	-	2,947
Operating transfers in	3	-	(3)	0%	4	-	23,476	3,536	(19,940)	15% g	35,214	-
Total Revenues	19,974	19,113	(861)	96%	29,961	23,631	73,365	50,157	(23,209)	68%	110,048	42,687
EXPENDITURES												
General government	5,168	4,235	(933)	82%	7,752	3,720	5,498	5,533	34	101%	8,248	5,071
Public safety	10,492	10,230	(262)	98%	15,738	9,562	8,611	9,547	936	111% h	12,917	7,244
Streets and utilities	-	-	-	N/A	-	-	33,829	12,995	(20,835)	38%	50,744	12,324
Culture and recreation	1,717	1,537	(180)	90%	2,575	1,322	6,485	4,675	(1,810)	72%	9,728	4,800
Urban redevelopment	-	-	-	N/A	-	0	6,394	3,234	(3,160)	51%	9,591	2,696
Debt service	-	-	-	N/A	-	-	4,410	5,163	753	117% i	6,614	5,135
Operating transfer out	3,156	122	(3,034)	4%	4,735	0	20,322	3,413	(16,909)	17%	30,483	0
Total Expenditures	20,534	16,125	(4,409)	79%	30,800	14,605	85,550	44,559	(40,991)	52%	128,324	37,271
EXCESS OF REVENUES OVER/ (UNDER) EXPENDITURES												
	(\$559)	\$2,988			(\$839)	\$9,026	(\$12,184)	\$5,598			(\$18,276)	\$5,416

Management Discussion and Analysis

(Items with unfavorable budget variance more than \$0.1 million)

General Fund

Revenues

- a) **Taxes** - The budget variance is primarily due to the timing of semi-annual property tax receipts in December and April. In addition, the majority of Sales Tax and Transient Occupancy Taxes (TOT) received in July are related to June activities, which are subject to an account adjustment.
- b) **Licenses and permits** - The budget variance is primarily due to the timing of receipts and an accounting adjustment.
- c) **Charge for Services** - The budget variance is primarily due to the quarterly fire prevention and protection fee, which will be received in a future reporting period.
- d) **Miscellaneous** - The budget variance is primarily due to the timing of the annual Crystal Springs Uplands School (CSUS) Public Service Fee, which will be received in a future reporting period.

Other Funds

Revenues

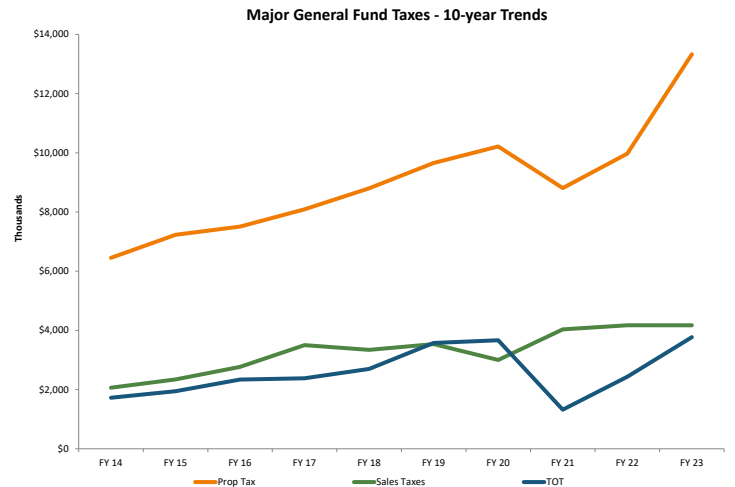
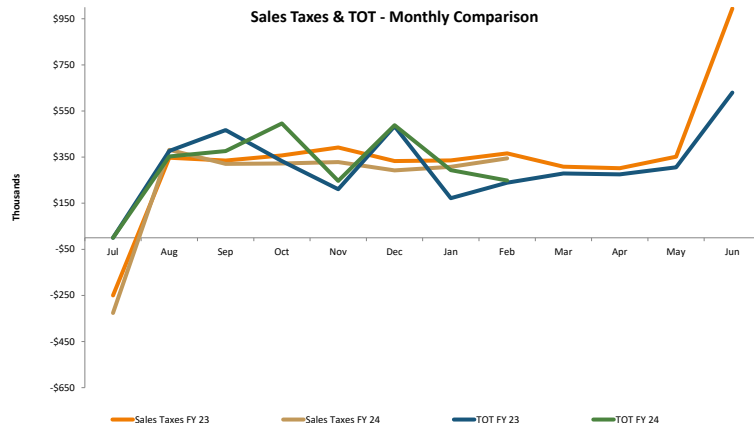
- a) **Taxes** - The budget variance is primarily due to the timing of semi-annual property tax receipts in December and April. In addition, the majority of Sales Tax and Transient Occupancy Taxes (TOT) received in July are related to June activities, which are subject to an account adjustment.
- e) **Intergovernmental** - The revenue will be received in a future reporting period.
- f) **Charge for Services** - Various project, service, sewer and impact fees did not materialize in the current reporting period. In addition, the Sewer User Fee (Collection & Treatment) is included as part of the City's Property Tax bill to be received semi-annually in December and April.
- g) **Operating Transfers In** - Budgeted operating transfers are recorded at the end of the fiscal year based on actual results.

Other Funds

Expenditures

- h) **Public Safety** - First quarter payments of \$1.7M to BSCFD and \$2.3M to San Mateo Consolidated Fire Department were made in July.
- i) **Debt Service** - Semi-annual debt service on bonds were paid in August and January.

Trends



** July Sales Tax & TOT revenues received were for June activities and accrued to the previous FY. July revenues will be received in August.

City of Belmont
Disbursements & Purchase Order Activity Report
Results for the Period Ended February 29, 2024



Disbursements Amounts Equal to \$50,000 and Above

Vendor	Description	Date	No.	Amount
CALPERS	COB CONTRIBUTION PPE 01/12/24	2/2/24	DAJ000008782	138,148.23
CALPERS	CON CONTRIBUTION PPE 01/26/24	2/5/24	DAJ000008784	137,373.96
CALPERS	COB HEALTH PREMIUM-FEBRUARY	2/12/24	DAJ000008793	210,911.74
CALPERS	COB CONTRIBUTION PPE 02/09/24	2/26/24	DAJ000008811	136,921.24
CALPERS	COB CONTRIBUTION PPE 01/12/24	2/2/24	DAJ000008814	137,148.74
CITY OF BELMONT EMPLOYEES	PAYROLL 02/03/2024	2/9/24	DAJ000008772	464,971.46
CITY OF BELMONT EMPLOYEES	PAYROLL 02/03/2024	2/9/24	DAJ000008774	104,926.66
CITY OF BELMONT EMPLOYEES	PAYROLL 02/17/2024	2/23/24	DAJ000008775	112,075.09
CITY OF BELMONT EMPLOYEES	PAYROLL 02/17/2024	2/23/24	DAJ000008776	477,516.48
INTERSTATE GRADING AND	PROGRESS PAYMENT #5	2/16/24	EFT00034450	84,171.59
MISSIONSQUARE	DEF COMP ACCT 302442	2/12/24	DAJ000008792	51,658.63
MISSIONSQUARE	C125	2/26/24	DAJ000008806	52,065.61
MNS ENGINEERS INC	CM HILLER ST THRU 11/30	2/23/24	EFT00034474	73,205.53
SILICON VALLEY CLEAN WATER	MARCH 2024 CONTRIBUTIONS	2/9/24	EFT00034351	303,637.00
WRA INC	OSMP	2/9/24	EFT00034372	57,039.50
ZION BANK	SVCW 2021 WIFIA RESCU LOAN	2/23/24	DAJ000008800	181,160.48

Total Disbursements in Excess of \$50,000	\$ 2,722,931.94
Total Count	16

Purchase Order Amounts Equal to \$50,000 and Above

Vendor	Description	Date	No.	Amount
GHILOTTI BROS INC	2023 PAVEMENT PROJECT	2/23/24	24 00072	3,415,728.10
TOWNE FORD SALES	2025 FORD POLICE INTERCEPT	2/23/24	24 00073	75,712.66

Total Purchase Orders Issued in Excess of \$50,000	\$ 3,491,440.76
Total Count	2

CITY OF BELMONT TREASURER'S REPORT February-24



Agency Receipts and Disbursements Summary

	Beginning Balance January 31, 2024			Receipts	Disbursements	Ending Balance February 29, 2024		
City of Belmont	\$	119,876,014.31	\$	5,652,426.00	\$	(3,727,958.78)	\$	121,800,481.53
Belmont Fire Protection District		20,766,717.25		1,145,721.46		(54,355.47)		21,858,083.24
Total	\$	140,642,731.56	\$	6,798,147.46	\$	(3,782,314.25)	\$	143,658,564.77

Balance Summary

	Deposit	Investments	Pool Total
City of Belmont & Belmont Fire Protection District	\$ 897,866.84	\$ 142,760,697.93	\$ 143,658,564.77

I certify that this report accurately reflects all investments of City of Belmont and Belmont Fire Protection District, and is in conformance with the adopted Investment Policy mandated by Government Code 53646. Furthermore, I certify to the best of my knowledge, sufficient investment liquidity and anticipated revenues are available to meet the Agency's budgeted expenditure requirement for the next six months.

Respectfully Submitted,

s/b Grace Castaneda

Grace Castaneda
City Treasurer

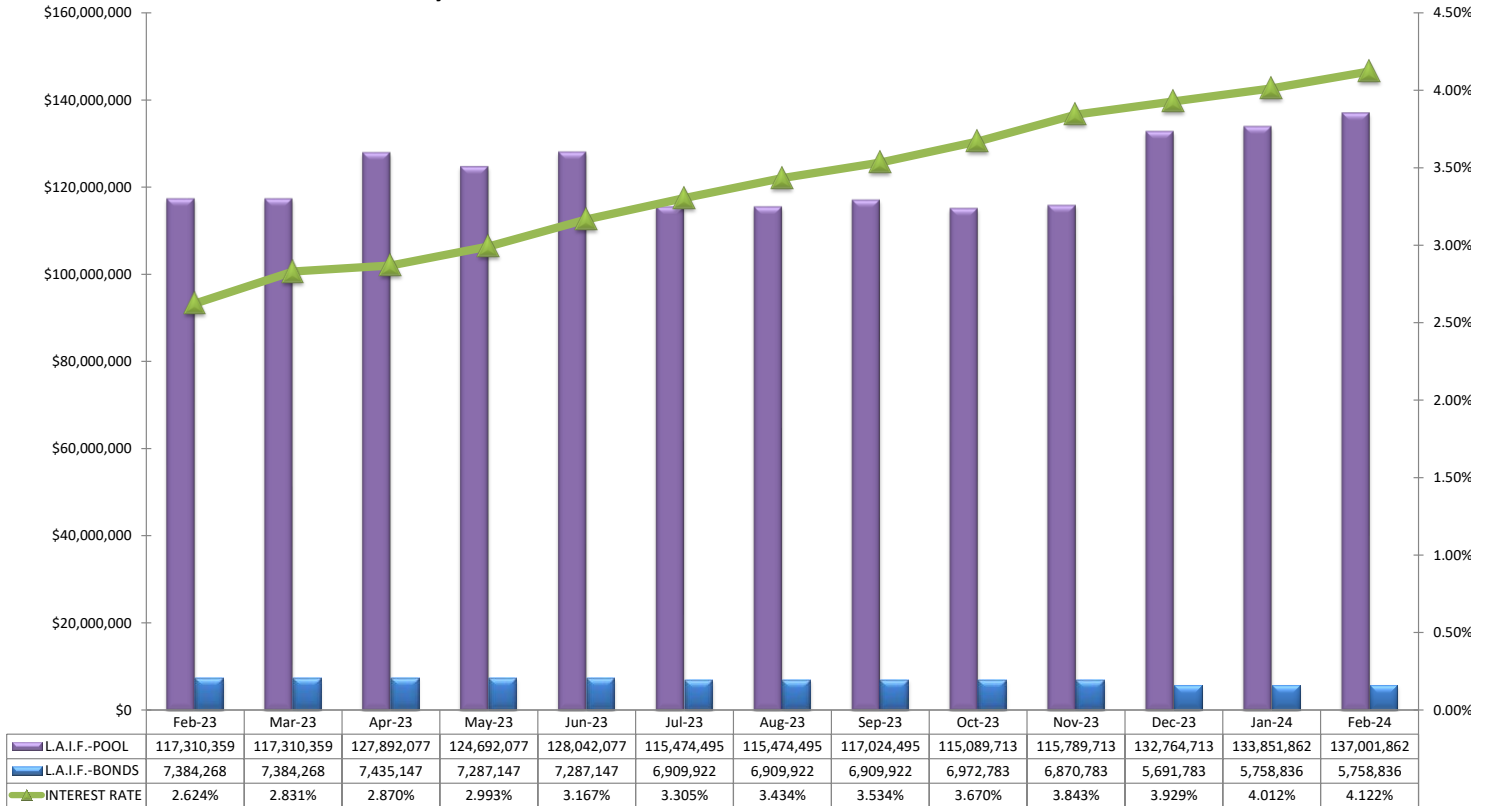
CITY OF BELMONT TREASURER'S REPORT February-24



Investment Detail

Investment Type	Issuer	Maturity Date	Par Amount	Current Market Value	Interest	Total	Investment Period	Rate	Pricing Source	Manager
Deposit										
General Account	Wells Fargo		\$ 897,866.84	\$ 897,866.84					Bank	Bank
Investments:										
L.A.I.F.-POOL	State of California	Daily	137,001,861.79	136,117,258.72	470,601.40		90 days	4.122%	LAIF	LAIF
L.A.I.F.-BONDS	State of California	Daily	5,758,836.14	5,721,652.09	19,781.60		90 days	4.122%	LAIF	LAIF
Total			\$ 143,658,564.77	\$ 142,736,777.65	\$ 490,383.00					

City of Belmont Investment Portfolio Trends





STAFF REPORT

Meeting Date: April 23, 2024
Agency: City of Belmont
Staff Contact: Andrew Armando, Captain (650) 595-7400
Agenda Title: Annual Review of the Police Department's Military Equipment Use Policy in Accordance with Assembly Bill 481
Agenda Action: Resolution

Recommendation

Receive the Police Department's Annual Military Equipment Report; and adopt a resolution renewing the Belmont Police Department's Military Equipment Use Policy.

Strategic Focus Area

Public Safety

Background

Today's police departments must use a wide range of equipment to protect public safety and provide law enforcement in the communities they serve. Much of this equipment is also used by the military.

On September 30, 2021, California Assembly Bill 481 (AB 481) was signed into law. The passing of AB 481 created California Government Code Sections 7070, 7071, and 7072. This requires law enforcement agencies to disclose any "military equipment" it currently possesses and sets the framework for an approval process for future purchases of "military equipment." Government Code §7071(b) requires law enforcement to submit a Military Equipment Use Policy to the city council for approval by ordinance.

The "military equipment" does need to have been acquired from the Department of Defense to be considered "military equipment." Government Code §7070 provides a list of equipment types that are "military equipment" for purposes of the use policy. The Belmont Police Department – Military Equipment Use Policy 710 includes information for any such equipment types that are possessed by the department, or reasonably likely to be deployed in the City of Belmont by its law enforcement partners.

While the police department does not possess any tactical equipment that it has obtained from the military, it does possess some types of equipment that are listed in Government Code Section 7070. In addition, the police department participates in a regional S.W.A.T. team in conjunction with the San Mateo County Sheriff's Office, which possesses and utilizes additional types of equipment.

AB 481 also requires law enforcement agencies to prepare an annual report containing information for the preceding calendar year. The report summarizes the required information: A description and purpose of the equipment, how it was used, any complaints received; the results of any internal audits, the cost of the equipment, the quantity possessed; and if the agency intends to acquire additional equipment in the next



year. The City Council then determines whether to renew authorization of the military equipment use policy by considering certain factors provided by AB 481.

Once the report was completed for the 2023 Military Equipment Use Policy, the report was uploaded to the Belmont Police Department Transparency page on March 15th, 2024. The department held a community meeting on March 18th, 2024, where the public was provided an opportunity to ask questions and/or provide feedback related to the policy.

Analysis

In accordance with AB 481, the Military Equipment Annual Report was posted on the police department's website at least 30 days prior to this meeting.

During 2023, the department received no complaints about the use of our military equipment. In addition, there were no violations of policy regarding the deployment of military equipment. The Police Department has not obtained any equipment from federal military surplus programs, known as the 1033 Program, and does not possess any tactical equipment obtained from the military. There is no intent to add any new types of military equipment in the upcoming calendar year.

However, the department does plan on restocking previously approved items which are used in training and in operations. The items utilized in the past year which would require replacement are the light sound diversionary devices ("Flashbangs"), and ammunition expended in training. In addition, the department looks to replace antiquated patrol rifles with the newer versions which possess the same characteristics and nomenclature of the previous approved items. Please refer to Attachment B for cost and other applicable details.

In 2024, the police department further seeks to explore the feasibility of creating an Unmanned Aerial Vehicle (UAV) Program that would be used in cooperation with other city departments, including but not limited to parks & recreation and public works. The police department seeks to explore the benefits of the program and would seek city council approval if the program would be identified as a benefit to the city and community.

Before being allowed to use any of the department's military equipment, a Belmont Police officer receives significant training in the safe use, handling and deployment of the item, and all actions by police personnel must comply with department policy, state law and constitutional protections regarding search and seizure. Many of the items have specific policies that relate to their deployment, and their use must comply with state and federal law.

The military equipment identified in Belmont Police Department Policy 710 is necessary because there are no reasonable alternatives that can achieve the same objective of officer and community safety. Staff recommend the City Council receive the Police Department's 2023 Military Equipment Report, receive public comment, and adopt the resolution renewing Belmont Police Department Policy 710, Military Equipment. The proposed resolution is attached as Attachment A, the 2023 Military Equipment Report and Policy 710 are attached as Attachment B.



Alternatives

1. Refer to Staff with direction.

Attachments

- A. Resolution.
- B. Belmont Police Department Military Equipment Annual Report and Policy 710

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

Fiscal impacts for qualifying equipment owned/utilized by the Belmont Police Department are summarized under the Military Equipment List that is included in the Belmont Police Department Military Equipment Annual Report and Policy.

Source:

Staff

Purpose:

Statutory/Contractual Requirement

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT RENEWING THE MILITARY EQUIPMENT POLICY ORDINANCE FOR THE POLICE DEPARTMENT

WHEREAS , on September 30, 2021, California Assembly Bill 481 (AB481) was signed into law, regarding the funding, acquisition, and use of law enforcement equipment by law enforcement agencies; and,

WHEREAS, Government Code Section 7070 adopted by AB 481 requires law enforcement agencies to obtain the City Council’s approval by an ordinance adopting a military equipment use policy before taking certain actions relating to the funding, acquisition, or use of military equipment; and,

WHEREAS, the military equipment use policy is incorporated in the Belmont Police Department Policy Manual 710; and,

WHEREAS, Policy 710 is consistent with the definition of a military equipment use policy as provided in Government Code Section 7070 which lists the subjects to be addressed by a military equipment use policy; and,

WHEREAS, the Belmont Police Department posted the annual report on its website on March 11th, 2024 per Government Code Section 7072 and Belmont Police Department Policy 710; and,

WHEREAS, on April 23, 2024, the Belmont Police Department did present the annual report, where public comment, and comments from the City Council were made, and the annual report was discussed; and,

WHEREAS, on April 23, 2024, the City Council reviewed Ordinance No. 2202-1165, Police Department and Acquisition and Use of Military Equipment Pursuant to AB 481 and Government Code Section 7070 approving the Military Equipment Use Policy; and,

WHEREAS, the City Council has accepted the annual report and desires to renew Ordinance No. 2202-1165.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. LEGISLATIVE FINDINGS:

The City Council reviewed Ordinance 2202-1165 Police Department Acquisition and Use of Military Equipment pursuant to Assembly Bill 481 and Government Code Section 7070 approving the Military Equipment Use Policy, and wishes to renew the ordinance for an additional year, as the Council continues to find the following:

- a) The military equipment identified in policy 710 is necessary because there is no reasonable alternative that can achieve the same objective of officer and community member safety.

- b) Policy 710 will safeguard the public's welfare, safety, civil rights, and civil liberties.
- c) The military equipment identified in Policy 710 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and community members.
- d) The City did not have a military equipment use policy before the adoption of this ordinance, however, all prior military equipment use complied with policies in effect at the time.

SECTION 2. MILITARY USE POLICY ADOPTED

Belmont Police Department Policy 710, attached as Attachment 1, is approved under Government Code Section 7071 as the military equipment use policy for the department.

SECTION 3. ANNUAL REPORT

The Chief of Police is to prepare and timely submit an annual military equipment report to the Council as provided in Government Code Section 7072.

* * *

ADOPTED April 23, 2024 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



2024 Belmont Police Department Military Equipment Use Policy

The Belmont Police Department does not possess any tactical equipment that it has obtained from the military, nor does it possess any equipment that was designed for military use.

Nonetheless, California Government Code §7071(b) requires that law enforcement agencies submit a proposed Military Equipment Use Policy to their governing body for approval.

California Government Code §7070 provides a list of equipment types that are considered to be “military equipment” for purposes of this policy requirement, and this Military Equipment Use Policy includes information for any such equipment types that are possessed by the Belmont Police Department, or reasonably likely to be deployed in Belmont by other law enforcement partners.

California Government Code §7070(d) describes a Military Equipment Use Policy as a publicly released, written document that includes, at a minimum, all of the following:

1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.
3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment use policy.
6. The mechanisms to ensure compliance with the Military Equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

California Government Code § 7070(c) defines Military Equipment as any of the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

Pursuant to California Government Code §7070(d)(6), and in accordance with California Government Code §7072, the Belmont Police Department will submit to the Belmont City Council an Annual Military Equipment Report and will make that report publicly available on its internet website. The Annual Military Equipment Report will include the following information for the immediately preceding calendar year for each type of military equipment:

1. A summary of how the military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Belmont City Council will use the Annual Military Equipment Report as a mechanism to ensure the Belmont Police Department's compliance with this Military Equipment Use Policy, and to help it

determine whether to approve, revise, or revoke components of the Military Equipment Use Policy for the subsequent year.

Pursuant to California Government Code §7070(d)(7), members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment in this policy by any of the following means:

1. Via email to: police@belmont.gov
2. Via phone call to: 650-595-7430
3. Via mail sent to: Belmont Police Department
Attn: Military Equipment Use Coordinator
1 Twin Pines Lane
Belmont, CA 94002

The Belmont Police Department is committed to responding to complaints, concerns and/or questions received through any of the above methods in a timely manner.

2023 SUMMARY-MILITARY EQUIPMENT REPORT

During 2023, The Belmont Police Department utilized a total of 8 “flash bang” light sound diversion devices which are identified as Defense Technology 8901SC-distraction devices. Three of the “flash bangs” were used as training at a Police Officer Standards and Training (POST) class related to the specific use of this item. Four of the “flash bangs” were used during an active shooter training at a school. One of the flash bangs was utilized during a court authorized search warrant related to a high-risk incident. The cost for training and transportation for this Diversionary Device Instructor course was approximately \$800.00.

The following items were used as training and represent items that will not be maintained/replaced by the Belmont Police Department. One Defense Technology Stinger Rubber ball model 300505. One Defense Technology HAN-BALL CS grenade, model 1092. One Defense Technology Stinger 37MM, 32 caliber rubber ball round, model 1197. One Defense Technology Ferret 37MM, liquid barricade round-inert, model 1163. One Defense Technology 37MM, bean bag round, model 1225. These items will therefore no longer be listed on this report, as they were used in training and will not be replaced.

During 2023, no complaints have been received by the Belmont Police Department regarding Military Equipment or its use.

No questions were received related to the Military Equipment Report. The 2023 military equipment audit completed by the Belmont Police Department showed no improper use or violations of policy related to military equipment use.

The Belmont Police Department plans to maintain its current supply totals related to this Military Equipment Report for 2024.

The remainder of this document is divided into two sections with an attachment. Section One lists qualifying equipment that is owned and/or utilized by the Belmont Police Department. Section Two lists qualifying equipment that is not owned or regularly utilized by the Belmont Police Department, but

which is known to be owned and/or utilized by law enforcement units with which the Belmont Police Department collaborates and/or participates for law enforcement purposes. It should be noted, our neighboring jurisdiction of San Mateo is part of the North Central Regional SWAT Team which owns or utilizes much of the equipment in section two.

The attachment is the list of qualifying equipment owned and operated by the San Mateo County Sheriff's Department. The Belmont Police Department works closely with the Sheriff's Office as the contract law enforcement agency for our neighboring jurisdiction of San Carlos. The Belmont Police Department has also been a part of the Sheriff's Office SWAT team since the early 1990s to provide training and resources for addressing critical incidents and high-risk operations.

Section One: Qualifying Equipment Owned/Utilized by the Belmont Police Department

Equipment Type: Command and Control Vehicles - CA Gov't Code §7070(c)(5)	
Quantity Owned/Sought: 1 – 1997 Ford E350 Mobile Command Vehicle-Replacement TBD	Lifespan: Approximately 20 years
Equipment Capabilities: Provides space for officers, dispatchers and supervisors to manage police incidents and investigations.	
Manufacturer Product Description: Unavailable. The vehicle is a 1997 motorhome/ “toy hauler” which has a converted work area in the front and rear of the vehicle. The vehicle is equipped with police and fire radios as well as communication tools to allow remote computer connection to department resources for use in the field. The vehicle is also equipped with an awning and equipment to allow for incident management outside of the vehicle.	
Purpose/Authorized Uses: To provide a location where dispatchers and/or supervisors can monitor and manage police incidents. Additionally, the vehicle provides communications capabilities, shelter and facilities for extended incidents.	
Fiscal Impacts: This vehicle was purchased used in 2001 and it is nearing the end of its serviceable lifespan. Based on this, a replacement is budgeted for some time in 2024. Continued maintenance is included in the fleet services budget.	
Legal/Procedural Rules Governing Use: Local, state and federal law regarding use of communication equipment and access to law enforcement information.	
Training Required: Internal department training and familiarization with all equipment and setup.	
Other Notes: The vehicle is used to support field incidents both within the City of Belmont and as part of the department’s commitment to the San Mateo County Sheriff’s Office SWAT and CNU Teams.	

Equipment Type: Semiautomatic Rifles and Ammunition - CA Gov't Code §7070(c)(10)	
Quantity Owned/Sought: 29 - AR-15 rifles owned	Lifespan: Approximately 15 years
Equipment Capabilities: The Colt AR-15 platform is a semiautomatic rifle capable of firing .223 caliber ammunition.	
Manufacturer Product Description: This Semi-Automatic Colt Rifle is a throwback to the full-size AR-15® which gave birth to the Modern Sporting Rifle. The AR15A4 is defined by its 20" 1:7 Twist Government Profile Chrome Lined Barrel and A2 Fixed Buttstock. The rifle is topped with a Picatinny Flat Top Upper Receiver with Detachable Carry Handle	
Purpose/Authorized Uses: Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: 1. Situations where the officer reasonably anticipates an armed encounter. 2. When an officer is faced with a situation that may require accurate and effective fire at long range. 3. Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. 4. When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. 5. When an officer reasonably believes that a suspect may be wearing body armor. 6. When authorized or requested by a supervisor.	
Fiscal Impacts: The original rifles owned by Belmont PD were purchased over 30 years ago. Recent purchases to replace 5 rifles was \$1100 per rifle in 2019. The ongoing costs for ammunition varies dependent on availability and market conditions. The approximate annual ammunition cost for .223 caliber ammunition is \$7,500 to maintain current inventory. It is anticipated that the police department will need to replace between 5 and 10 AR-15 rifles that have exceeded their acceptable service life. Cost to replace an AR-15 is between approximately \$1,100 and \$1,500 per rifle. All maintenance is conducted by departmental staff.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Belmont Police Department Policies on Use of Force and Firearms.	
Training Required: Officers must successfully complete initial classroom, practical and range training with a certified department instructor. All officers must meet all department firearms training and qualifications as required by law and policy.	
Other Notes: Two of the rifles have been modified for training and do not fire live ammunition. Two of the rifles are short-barreled rifles (SBR) for use by motor officers. These rifles are standard issue service weapons for our officers and therefore exempted from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and in the interest of transparency.	

Equipment Type: Rifles and Ammunition - CA Gov't Code §7070(c)(10)	
Quantity Owned/Sought: 3 - Colt M4 rifles owned	Lifespan: Approximately 15 years
Equipment Capabilities: The Colt M-4 rifle is capable of firing 5.56mm ammunition	
Manufacturer Product Description: Throughout the world today, the Colt M4's reliability, performance, and accuracy provide joint coalition forces with the confidence required to accomplish any mission. Designed specifically for lightweight mobility, speed of target acquisition, and potent firepower capability - the M4 delivers. The M4 can be comfortably carried yet be instantly available to provide the level of firepower, dependability, and accuracy of a 5.56mm rifle. Proven in military combat operations all over the world, it is in a class by itself as a first-rate combat weapon system. The Colt M4 Carbine serves as the United States Armed Forces' weapon of choice and the weapon of the 21st century warfighter. The Colt M4 is the ONLY 5.56mm carbine in the world today that is manufactured to meet or exceed the stringent performance specifications (MILSPEC) required for acceptance and use by the U.S. Armed Forces.	
Purpose/Authorized Uses: This rifle is authorized for use by a SWAT Operator only and may be deployed in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. While the rifle is capable of firing in three round bursts, that feature is neither trained or used. Examples of some general guidelines for deploying the rifle may include but are not limited to: 1. Situations where the officer reasonably anticipates an armed encounter. 2. When the officer is faced with a situation that may require accurate and effective fire at long range. 3. Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. 4. When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. 5. When an officer reasonably believes that a suspect may be wearing body armor. 6. When authorized or requested by a supervisor.	
Fiscal Impacts: These rifles were purchased by the Belmont Police Department over two decades ago. The ongoing costs for ammunition will vary dependent on availability and market conditions. The approximate annual ammunition cost for 5.56 caliber ammunition is \$3,500 to maintain current inventory. All maintenance is conducted by departmental staff.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Belmont Police Department Policies on Use of Force and Firearms.	
Training Required: In addition to patrol rifle and standard SWAT Operator training, SWAT operators assigned this rifle must successfully complete SWAT training and qualification standards as required by law and policy.	
Other Notes: While the rifle is capable of firing in full auto round bursts, that feature is infrequently trained on or used.	

Equipment Type: Rifles and Ammunition - CA Gov't Code §7070(c)(10)	
Quantity Owned/Sought: 3 – Colt 9mm SMG owned	Lifespan: Approximately 15 years
Equipment Capabilities: The Colt 9mm SMG rifle is capable of firing 9mm NATO ammunition	
Manufacturer Product Description: The Colt 9mm Submachine Gun (SMG) is exceptionally well suited for military, paramilitary, and Law Enforcement organizations requiring a lightweight, compact, highly concealable, select fire weapon system for close confrontations. The Colt SMG is constructed with a modular rail system that allows the easy mounting of ancillary devices, fires from a closed bolt, is equipped with a collapsible buttstock, and is easily field stripped without the need of any special tools. The straight-line construction, coupled with the low recoil of 9mm ammunition, provides highly accurate fire with less muzzle climb, especially in full automatic fire. Less recoil also facilitates ease of training and improves accuracy. Finally, operation and training for the Colt 9mm SMG is similar to that for the Colt M16A2/A4 Rifle, Colt M4 Carbine or Colt Commando Carbine, simplifying user training substantially.	
Purpose/Authorized Uses: This rifle is authorized for use by trained personnel only and may be deployed in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the rifle may include but are not limited to: 1. Situations where the officer reasonably anticipates an armed encounter. 2. When the officer is faced with a situation that may require accurate and effective fire at long range. 3. Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. 4. When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. 5. When an officer reasonably believes that a suspect may be wearing body armor. 6. When authorized or requested by a supervisor.	
Fiscal Impacts: These rifles were purchased by the Belmont Police Department over two decades ago. The ongoing costs for ammunition will vary dependent on availability and market conditions. All maintenance is conducted by departmental staff.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Belmont Police Department Policies on Use of Force and Firearms.	
Training Required: Officers must successfully complete initial classroom, practical and range training with a certified department instructor. All officers must meet all department firearms training and qualifications as required by law and policy.	
Other Notes: These rifles are not currently issued to staff and are primarily used for training purposes.	

Equipment Type: Specialized Rifle and Ammunition - CA Gov't Code §7070(c)(10)	
Quantity Owned/Sought: 1 – Remington 700 Bolt Action Rifle	Lifespan: Approximately 20 years
Equipment Capabilities: The Remington Model 700 Bolt Action Rifle is capable of firing .308 caliber ammunition	
Manufacturer Product Description: The Remington Model 700 BDL might be the single most recognized configuration we have ever made. It is a rifle with no equal, and a superior performer in every way. Its accuracy and dependability have become the standard by which all other centerfire rifles are measured and continually fall short. Its strong, smooth action, consistent accuracy, classic beauty and unequalled value have made The Model 700 BDL the hunter's favorite for 40 years. The high-gloss American walnut stock is enhanced by a distinctive black fore-end cap, Monte Carlo comb with raised cheekpiece, and generous cut checkering. Metalwork has our rich, deep bluing for beauty and protection. Features include a hinged magazine floorplate, sling swivel studs, hooded ramp front sight and adjustable rear sight.	
Purpose/Authorized Uses: This rifle is authorized for use by trained personnel only and may be deployed in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the rifle may include but are not limited to: 1. Situations where the officer reasonably anticipates an armed encounter. 2. When the officer is faced with a situation that may require accurate and effective fire at long range. 3. Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. 4. When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. 5. When an officer reasonably believes that a suspect may be wearing body armor. 6. When authorized or requested by a supervisor.	
Fiscal Impacts: This rifle was purchased by the Belmont Police Department over three decades ago. The ongoing costs for ammunition will vary dependent on availability and market conditions. All maintenance is conducted by departmental staff.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Belmont Police Department Policies on Use of Force and Firearms.	
Training Required: Officers must successfully complete initial classroom, practical and range training with a certified department instructor. All officers must meet all department firearms training and qualifications as required by law and policy.	
Other Notes: None.	

Equipment Type: “Flashbangs” - CA Gov’t Code §7070(c)(12)	
Quantity Owned/Sought: 40 – Defense Technology 8901SC Distraction Device	Lifespan: Approximately 5 years
Equipment Capabilities: ATF controlled Class C explosive device which emits a bright light and thunderous noise to distract potentially dangerous individuals.	
Manufacturer Product Description: The Distraction Device® Reload utilizes a standard military-style M201A1 type fuse and produces 175 dB of sound output at 5 feet and 6-8 million candelas for 10 milliseconds. The reload is available with and without a safety clip.	
Purpose/Authorized Uses: The distraction device is intended for use only by tactical units during dynamic entries to enhance officer safety and reduce the risk of hostile engagement.	
Fiscal Impacts: The initial cost of this equipment was approximately \$40 per device. Ongoing costs associated with the devices during training and operations is approximately \$440 per year.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Belmont Police Department Policies on Use of Force and SWAT and firearms.	
Training Required: Operators who may deploy the device must receive training from a POST certified trainer on the use, deployment and storage of diversionary devices.	
Other Notes: These devices are only approved to be used by trained SWAT personnel and must have supervisory approval prior to deployment.	

Equipment Type: Less Lethal Launchers and Kinetic Energy Munitions - CA Gov't Code §7070(c)(14)	
Quantity Owned/Sought: 1 – Smith & Wesson 37mm Gas Launcher	Lifespan: Approximately 20 years
Equipment Capabilities: The 37mm Less Lethal Launcher is capable of firing 37mm Kinetic Energy or Chemical Agent Munitions.	
Manufacturer Product Description: The Smith & Wesson company began production of a new model of 37mm tear gas launcher using the N frame revolver clockwork, coupled with a simple break action barrel. The system was available as a stocked carbine (14-inch barrel). This is probably the finest quality tear gas or flare gun ever made, as the clockwork from the revolvers gives it a great single action and double action trigger pull compared to the typical utilitarian flare gun. A variety of projectiles were made. Production appears to have ceased in 1984, when the Bangor Punta conglomerate was bought out, and Smith & Wesson sold off from it shortly thereafter.	
Purpose/Authorized Uses: The 37mm Less Lethal gas launcher and Kinetic Energy Munitions are intended for use as a less lethal use of force option.	
Fiscal Impacts: No fiscal impact at this time. 37mm launcher is not currently in use.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Belmont Police Department Policies on Use of Force and Crowd Control.	
Training Required: Officers must complete a POST certified course as well as regular training and qualifications as required by law and policy.	
Other Notes: Only Less Lethal Munitions Instructors are authorized to use this system.	

Equipment Type: Less Lethal Launchers and Kinetic Energy Munitions - CA Gov't Code §7070(c)(14)	
Quantity Owned/Sought: 14 – Remington 870 Less Lethal Shotgun	Lifespan: Approximately 20 years
Equipment Capabilities: Remington Model 870 12-gauge shotgun modified with high visibility stocks and fore ends, designated to fire less lethal kinetic energy projectiles. The projectile in use by the Belmont Police Department is the Defense Technology Drag Stabilized 12 Gauge Bean Bag round.	
Manufacturer Product Description: The Remington Model 870 is a U.S. made pump-action shotgun. It is widely used by law enforcement as a defensive weapon and by the public for target shooting, hunting and self-defense. The Model 870 features a bottom-loading, side ejecting receiver, tubular magazine under the barrel, dual action bars, internal hammer and a bolt which locks into and extension in the barrel. A pump action is a repeating firearm action that is operated manually by moving a sliding handguard on the gun's fore stock. When shooting, the sliding fore end is pulled rearward to eject any expended cartridge and to cock the hammer/striker and then pushed forward to load a new cartridge into the chamber. This action is required for each cartridge to be fired. The Model 870 is capable of firing any 12-gauge cartridge; however, the Belmont Police Department maintains 14 Model 870 Shotguns exclusively to fire a Less Lethal Drag Stabilized Bean Bag round. Each of these shotguns has been modified with a high visibility bright orange stock and fore end to signify its use as a less lethal platform. The Defense Technology® Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized Round has secured its place as the Law Enforcement Communities' number one choice for specialty impact munitions. This round has a velocity of 270 fps with a maximum effective range of 75 feet.	
Purpose/Authorized Uses: The Model 870 Less Lethal Shotgun are intended for use as a less lethal use of force option.	
Fiscal Impacts: The initial cost of this equipment was approximately \$450 per shotgun when originally purchased in the 1990's. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Belmont Police Department Policies on Use of Force and Crowd Control.	
Training Required: Officers must complete a department certified course by our defensive tactics and range staff as well as regular training and qualifications as required by law and policy.	
Other Notes: Of these shotguns, one has been stripped for parts and one is broken but will be used for parts.	

Section Two: Qualifying Equipment known to be owned and/or utilized by law enforcement units with which the Belmont Police Department collaborates and/or participates for law enforcement purposes.

The following equipment is not owned or maintained by the Belmont Police Department. However, in the interest of transparency and accountability, we are providing as much information on the equipment and tools utilized by our surrounding law enforcement partners in San Mateo County. It is worth noting all of the information listed below is primarily intended for use by SWAT Teams for use during high-risk critical incidents and the most serious emergencies law enforcement may encounter, whether in the City of Belmont or not.

San Mateo County Sheriff's Office SWAT Team and Crisis Negotiations Unit (CNU) is a regional team which includes participation by the Belmont and East Palo Alto Police Departments. The North County Regional SWAT Team (NCR SWAT) includes participation by and equipment from the San Mateo, Foster City, Burlingame, Hillsborough, San Bruno, South San Francisco and Brisbane Police Departments.

Equipment Type: Unmanned, remotely piloted, powered ground vehicles - CA Gov't Code §7070(c)(1)	
Quantity Owned/Sought: None (outside owned)	Lifespan: Approximately 15 years
Equipment Capabilities: Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.	
Manufacturer Product Description: Unavailable.	
Purpose/Authorized Uses: To enhance the safety of potentially dangerous situations by providing first responders with the ability to capture video and still images of hazardous areas prior to, or in lieu of, sending in personnel.	
Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.	
Legal/Procedural Rules Governing Use: The use of unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure).	
Training Required: The North County Regional SWAT Team provides internal training for staff members prior to allowing them to pilot these vehicles.	
Other Notes: This equipment is owned and operated by NCR SWAT through the San Mateo Police Department. While the Belmont Police Department does not own or operate this equipment, it could be used in Belmont by NCR SWAT if they are deployed to an incident within city limits.	

Equipment Type: Mine Resistant Ambush Protected Vehicles (MRAP) - CA Gov't Code §7070(c)(2)	
Quantity Owned/Sought: None (outside owned)	Lifespan: Unknown
Equipment Capabilities: Capable of transporting personnel and equipment while providing them with armored protection from gunfire.	
Manufacturer Product Description: Unavailable.	
Purpose/Authorized Uses: To move personnel and/or resources in support of tactical operations in which there is reason to expect potential armed resistance requiring protection.	
Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.	
Legal/Procedural Rules Governing Use: The MRAP can be deployed any time tactical operators determine that there is a need to move personnel and/or resources into areas in which they have reason to expect potential armed resistance requiring its protection.	
Training Required: The North County Regional SWAT Team provides internal training for staff members prior to allowing them to drive MRAP vehicles.	
Other Notes: This equipment is owned and operated by NCR SWAT through the San Mateo Police Department. While the Belmont Police Department does not own or operate this equipment, it could be used in Belmont by NCR SWAT if they are deployed to an incident within city limits.	

Equipment Type: Wheeled vehicles that have a breaching apparatus attached - CA Gov't Code §7070(c)(3)	
Quantity Owned/Sought: None (outside owned)	Lifespan: Unknown.
Equipment Capabilities: Capable of breaching doors, gates, and other points of entry.	
Manufacturer Product Description: Unavailable.	
Purpose/Authorized Uses: Breaching doors, gates, and other points of entry.	
Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.	
Legal/Procedural Rules Governing Use: Breaching vehicles can be deployed any time tactical operators determine that it is necessary to complete a lawful breaching. For a breaching to be lawful, it will generally need to be supported by a search or arrest warrant, or exigent circumstances.	
Training Required: The North County Regional SWAT Team provides internal training for staff members prior to allowing them to drive breaching vehicles.	
Other Notes: This equipment is owned and operated by NCR SWAT through the San Mateo Police Department. While the Belmont Police Department does not own or operate this equipment, it could be used in Belmont by NCR SWAT if they are deployed to an incident within city limits.	

Equipment Type: Battering rams, slugs, and breaching apparatus that are explosive in nature - CA Gov't Code §7070(c)(7)	
Quantity Owned/Sought: None (outside owned)	Lifespan: Unknown.
Equipment Capabilities: Capable of breaching doors, gates, windows, and other points of entry.	
Manufacturer Product Description: Unavailable.	
Purpose/Authorized Uses: Breaching doors, gates, windows, and other points of entry.	
Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.	
Legal/Procedural Rules Governing Use: Breaching apparatus that are explosive in nature can be deployed any time tactical operators determine that it is necessary to complete a lawful breaching, and non-explosive breaching methods are not tactically practicable. For a breaching to be lawful, it will generally need to be supported by a search or arrest warrant, or exigent circumstances.	
Training Required: The North County Regional SWAT Team provides internal training for staff members prior to allowing them to use explosive breaching apparatus.	
Other Notes: This equipment is owned and operated by NCR SWAT through the San Mateo Police Department. While the Belmont Police Department does not own or operate this equipment, it could be used in Belmont by NCR SWAT if they are deployed to an incident within city limits.	

Equipment Type: Flashbang grenades, explosive breaching tools, tear gas and pepper balls - CA Gov't Code §7070(c)(12)	
Quantity Owned/Sought: None (outside owned)	Lifespan: Unknown.
Equipment Capabilities: Capable of breaching doors, gates, windows, and other points of entry, creating explosive distractions, and/or deploying tear gas or pepper chemical.	
Manufacturer Product Description: Unavailable.	
Purpose/Authorized Uses: breaching doors, gates, windows, and other points of entry, creating explosive distractions, and/or deploying tear gas or pepper chemicals.	
Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.	
Legal/Procedural Rules Governing Use: Breaching apparatus that are explosive in nature can be deployed any time tactical operators determine that it is necessary to complete a lawful breaching, and non-explosive breaching methods are not tactically practicable. For a breaching to be lawful, it will generally need to be supported by a search or arrest warrant, or exigent circumstances. Tear gas and pepper balls can only be deployed in accordance with all applicable State, Federal and Local laws governing police use of force, crowd control, etc.	
Training Required: The North County Regional SWAT Team provides internal training for staff members prior to allowing them to use any of these items.	
Other Notes: This equipment is owned and operated by NCR SWAT through the San Mateo Police Department. While the Belmont Police Department does not own or operate this equipment, it could be used in Belmont by NCR SWAT if they are deployed to an incident within city limits.	

Equipment Type: Long Range Acoustic Device (LRAD) - CA Gov't Code §7070(c)(13)	
Quantity Owned/Sought: None (outside owned).	Lifespan: Unknown.
Equipment Capabilities: LRAD systems are a type of Acoustic Hailing Device (AHD) used to send messages over long distances. LRAD systems produce much higher sound levels (volume) than normal loudspeakers or megaphones. Over shorter distances, LRAD signals are loud enough to cause pain in the ears of people in their path.	
Manufacturer Product Description: LRAD systems are a type of Acoustic Hailing Device (AHD) used to send messages over long distances. LRAD systems produce much higher sound levels (volume) than normal loudspeakers or megaphones. Over shorter distances, LRAD signals are loud enough to cause pain in the ears of people in their path.	
Purpose/Authorized Uses: Can be used to disperse unlawful crowds and/or to disrupt the activities of person(s) who represent an immediate threat to others.	
Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.	
Legal/Procedural Rules Governing Use: LRADs can only be deployed in accordance with all applicable State, Federal and Local laws governing police use of force, crowd control, etc.	
Training Required: The North County Regional SWAT Team provides internal training for staff members prior to allowing them to use any of these items.	
Other Notes: This equipment is owned and operated by NCR SWAT through the San Mateo Police Department. While the Belmont Police Department does not own or operate this equipment, it could be used in Belmont by NCR SWAT if they are deployed to an incident within city limits.	

Definitive Section:	CA Gov't Code §7070(c)(1)	
Equipment Type:	Unmanned, remotely piloted, powered ground vehicles	
Common Name:	Bomb Squad Robot	
Quantity Owned/Sought:	None (outside owned)	Lifespan: 15-20 years
Equipment Capabilities: Bomb Squad Robots are capable of being remotely navigated to provide scene information and intelligence in the form of audio/video/data transmitted to operators. Robots are capable of remotely manipulating and examining items. Robots are also capable of remotely deploying disrupting tools.		
Manufacturer Product Description: Remotec Andros F5 – A robotic tracked vehicle, equipped with cameras and microphone. The robot is equipped with an arm capable of manipulating objects. The robot can be configured to carry remote disrupting tools. Qinetic Talon – A robotic tracked vehicle, equipped with chemical, biological, radiological sensors, cameras and microphones. The robot is equipped with an arm capable of manipulating objects. The robot can be configured to carry remote disrupting tools. Qinetic Bobcat – A robotic tracked vehicle, equipped with cameras and microphone. The robot can be equipped with a standard bucket, gripper claw or fork-lift attachment. The robot can be configured to carry remote disrupting tools.		
Purpose/Authorized Uses: To enhance the safety of potentially dangerous situations by providing first responders with the ability to remotely examine suspicious / dangerous items and manipulate or disrupt them prior to, or in lieu of, sending in personnel.		
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial cost of the equipment, licensing, software and training was approximately \$750,000. Ongoing cost associated with operations and maintenance is estimated to be approximately \$10,000 a year.		
Legal/Procedural Rules Governing Use: The use of unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). San Mateo County Sheriff's Office Policies including: Lexipol 800 – Property and Evidence Lexipol 407 – Response to Bomb Calls		
Training Required: Operators of these robots are all currently certified Hazardous Device Technicians. As such Operators regularly train monthly in the use of the robots.		
Other Notes: None		

Definitive Section:	CA Gov't Code §7070(c)(1)		
Equipment Type:	Unmanned, remotely piloted, powered aerial or ground vehicles		
Common Name:	Unmanned Aircraft Systems (UAS/Drones)		
Quantity Owned/Sought:	None (outside owned)	Lifespan:	Approximately 5 years
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing live and recorded video images captured from aerial positions, including images enhanced by Forward Looking Infrared (FLIR) and optical zoom lenses.			
Manufacturer Product Description: Matrice 300 RTK: The DJI Matrice 300 RTK is a powerful, industrial-grade flight platform with world-class agility and speed, two barometers, and redundant IMUs for maximum reliability, and new smart flight features that make capturing complex shots easy. The aircraft's visual sensors enable enhanced hovering precision even when flying indoors or in environments where GNSS is unavailable. The drone's new airframe design gives it an IP45 Ingress Protection Rating, in accordance with the global IEC 60529 standard. The M300 RTK's mechanical design, along with quick release landing gears and mounted folding arms, makes it easy to transport, store, and prepare for flight. 15km Max Transmission, 55 minutes of flight time, six directional sensing and positioning sensors, hot-swappable battery, -20°C to 50°C operating temperature, with a Zenmuse H20 series camera (200x zoom, 640p thermal camera). Mavic II Enterprise Dual/Advanced: The DJI Mavic II Enterprise series features omnidirectional Vision Systems and Infrared Sensing Systems and comes with a fully stabilized 3-axis gimbal camera with an equivalent 24-48 mm 2x optical enterprise lens capable of shooting 4k videos and 12 megapixel photos that support up to 6x FHD zoom. DJI signature technologies such as Obstacle Sensing and the Advanced Pilot Assistance System, help you capture complex shots effortlessly. Additional features like the built in AirSense make you aware of your surrounding airspace, and password protection helps you maintain secure access to your aircraft and protect your data. The Mavic II Enterprise also has attachable modular accessories like the M2E spotlight, M2E Beacon, and M2E Speaker that are purpose built for various applications. The Mavic II Enterprise boasts a maximum flight speed of 44.7 mph and a maximum flight time of 31 minutes. Both the Dual and Advanced variants are equipped with thermal cameras, which enable first responders to see thermal gradient on the screen. The Advanced version is equipped with a high-resolution thermal camera (640p), and the Dual is equipped with a low resolution thermal camera (160p).			
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective. Uses may include but are not limited to: Search and rescue missions, investigative scenes for video/photograph documentation, Hazardous Materials (hazmat) response, public safety and life preservation missions (i.e., barricaded suspects, hostage situations, active shooters, high-risk tactical operations), disaster response (i.e., flood, earthquake, fire), suspected explosive devices, pursuant to a warrant (search or arrest), special events, outside public agency assists and mutual aid support when the underlying mission meets the uses outlined in agency policy, training flights as required to meet FAA and Sheriff's Office certification standards, searching for wanted suspects, and demonstrations to the public (i.e. flight demonstrations to the public).			

Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial costs of equipment, licensing, software and training was approximately \$70,000 which was funded with Equitable Sharing Asset Forfeiture Funds. Ongoing cost associated with UAS operation and maintenance is estimated to be approximately \$15,000 per year.

Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) Part 107 regulations. All flights conducted in public (other than training and demonstrations) will be reported to the FAA monthly per the requirements of the agency COAs on file. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

UAS recordings of the following should be retained for a minimum of two years (Penal Code 832.18):

- Incidents involving use of force by a deputy
- Officer-involved shootings
- Incidents that lead to the detention or arrest of an individual
- Recordings relevant to a formal or informal complaint against a deputy of the San Mateo County Sheriff's Office

Recordings containing evidence that may be relevant to a criminal prosecution should be retained for any additional period required by law for other evidence relevant to a criminal prosecution (Penal Code § 832.18). All other recordings should be retained for a period consistent with the requirements of the agency's records retention schedule.

All recordings made by members on any office-issued device at any time, and any recording made while acting in an official capacity for this office, regardless of ownership of the device it was made on, shall remain the property of the Sheriff's Office. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

San Mateo County Sheriff's Office Policies including:
Lexipol 347 – Unmanned Aerial System (UAS) Operations

Training Required: Prior to piloting any UAS/Drone staff members shall acquire an FAA Remote Pilot Certificate under the FAA's Small UAS Rule (Part 107). Before a member can be authorized to conduct flight operations as a UAS operator, they must complete at least eight hours of flight training with UAS instructors to show proficiency of the flight training exercise and the airframe. This must be accomplished to show their ability and knowledge of the UAS. To maintain a level of proficiency with the UAS, operators shall be required to attend regular training. Training will be coordinated through the Program Coordinator. All members in the assignment shall maintain proficiency in their piloting skills. Members who do not have any documented training or flight time within a span of six months will need to demonstrate proficiency before being a pilot during a deployment or exercise.

All members will have a training file on record that detail their training history. All deployments or exercises will be documented and count towards a member's training.

Other Notes: None.

Definitive Section:	CA Gov't Code §7070(c)(3)	
Equipment Type:	Wheeled vehicles that have a breaching apparatus attached	
Common Name:	Lenco Bearcat	
Quantity Owned/Sought:	None (outside owned)	Lifespan: 20+ years.
Equipment Capabilities: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.		
Manufacturer Product Description: The ARV is designed to provide ballistic protection during tactical events (designed to withstand multiple bullet strikes from small arms fire as well as low level explosions). Equipped with nuclear/radiological detection devices, self-contained breathing apparatus, explosive gas detection devices, and thermal imaging camera. Equipped with emergency lights/siren and a public address system. Common uses for the ARV include citizen and officer rescues, evacuations, and the deployment of officers and chemical agents. The ARV is currently deployed at large events in San Mateo County including parades, and festivals. The ARV is a regional mutual-aid asset that has been requested and deployed to allied agencies in San Mateo County. The ARV responded to high profile events and incidents where local officers were injured/killed in the line of duty.		
Purpose/Authorized Uses: The use of armored vehicle shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training. The driver of the vehicle shall have a valid California driver license.		
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: Initial cost: \$300,000.00 Annual maintenance cost of approximately \$2,500.		
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. San Mateo County Sheriff's Office Policies including: SMC Sheriff's Office SWAT/CNU Procedures Section : 2-08 (Armored Vehicle (Bear Cat) Operations).		
Training Required: Selected operators will attend a 24 hour POST certified course. SWAT Team members that have attended the POST certified course will instruct SWAT Team member on the operating procedures, mounting and dismounting techniques, firearms deployment procedures, vehicle road operations and ensuring the vehicle is properly serviced and maintained.		
Other Notes: None.		

Definitive Section:	CA Gov't Code §7070(c)(5)	
Equipment Type:	Command and control vehicles	
Common Name:	Mobile Command Vehicle (MCV)	
Quantity Owned/Sought:	None (outside owned)	Lifespan: 20 years.
Equipment Capabilities: The MCV serves as a field command post and communications hub during different types of incidents. These include emergencies or natural disasters, community events and trainings where operations are in the field away from the office and normal communications capabilities may be impacted.		
Manufacturer Product Description: The MCV serves as a field command post providing an incident with a dispatch center, satellite & cellular based internet, a wireless hotspot, a high-definition video downlink platform, voice over ip (VOIP) phone lines and office space. The MCV is designed to share its resources with additional vehicles and be used as a communications hub for a Mobile Emergency Operations Center.		
Purpose/Authorized Uses: The use of the Mobile Command Vehicle shall be authorized by the Emergency Services Bureau Sergeant, Emergency Services Bureau Lieutenant, or Homeland Security Captain. Due to the size and complexity of the vehicle, the vehicle is deployed with a Driver & Operator. Both personnel must be familiar with the vehicle and their training must be current.		
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: Initial cost: \$875,000 Annual maintenance & service costs of approximately \$12,500.		
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing the operation of the vehicle on the roadways, drivers licensing requirements and official use guidelines must be followed. The vehicle must be operated in accordance with the County of San Mateo Driving Policy & Safe Driver Program.		
Training Required: The driver must have a California Commercial Class B Driver's License with Air Brake Endorsement and be familiar with the mechanical operation of the vehicle. The operator must complete a yearly OSHA safety training and vehicle familiarization course. Topics covered in these trainings include pneumatic mast and satellite dish safety, vehicle setup procedures, equipment setup configurations and troubleshooting common issues.		
Other Notes: None.		

Definitive Section:	CA Gov't Code §7070(c)(8)		
Equipment Type:	Firearms of .50 caliber or greater		
Common Name:	.50 caliber Rifle		
Quantity Owned/Sought:	None (outside owned)	Lifespan:	Indeterminate.
Equipment Capabilities: The Barrett .50 caliber semi-automatic rifle is capable of firing a .50 caliber bullet.			
Manufacturer Product Description: Barret – various models and configurations – all semi-automatic – all chambered in .50cal 1. Hard case storage. 2. Affixed folding sights. 3. Various type and range of magnification scopes. 4. 5 round detachable magazines.			
Purpose/Authorized Uses: These rifles are authorized for use by Sniper-trained members of the San Mateo County Sheriff's Office SWAT Team. They are for deployment in circumstances where the personnel can articulate a reasonable expectation that the rifle may be needed. Examples for situations that may require the deployment of these rifles include but are not limited to:			
1. Situations where the personnel reasonably anticipate an armed encounter. 2. Situations where a suspect may need to be engaged at extended distances with accurate fire. 3. Situations where a vehicle may need to be disabled, to include from an extended distance. 4. Situations where personnel reasonably expect the need to exceed a suspect's firepower. 5. Situations where the suspect is wearing body armor. 6. Situations where the suspect is in an armored vehicle. 7. Situations where the suspect has taken a hostage(s). 8. Situations where a barricade, armor or similar barrier needs to be penetrated. 9. When authorized or requested by a supervisor.			
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The equipment and ammunition were seized over the course of several investigations. The ongoing cost after all ammunition is expended would be the cost of ammunition. Cleaning and maintenance are conducted by the Sniper Team.			
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing law enforcement use of force. Various San Mateo County Sheriff's Office Policies on the Use of Force and Firearms. San Mateo County Sheriff's Office Policies including: Lexipol Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques Lexipol Policy 306 – Firearms			
Training Required: In addition to patrol rifle and standard SWAT Operator training, SWAT Snipers must successfully complete a CA POST certified sniper course as well as regular SWAT Sniper training and qualifications as required by law and policy. Snipers currently hold training once a month for 6 hours.			
Other Notes: None.			

Definitive Section:	CA Gov't Code §7070(c)(8)		
Equipment Type:	Firearms of .50 caliber or greater		
Common Name:	.50 caliber Ammunition		
Quantity Owned/Sought:	None (outside owned)	Lifespan:	Indeterminate.
Equipment Capabilities: .50 caliber bullets/projective capable of being fired from associated SWAT .50 cal Barret rifles.			
Manufacturer Product Description: TTI Armory brand ammunition, full metal jacket .50 caliber.			
Purpose/Authorized Uses: The ammunition is for SWAT Sniper Team Barrett .50 cal rifles that are authorized for use by Sniper-trained members of the San Mateo County Sheriff's Office SWAT Team. The rifles are for deployment in circumstances where the personnel can articulate a reasonable expectation that the rifle may be needed. The above listed TTI ammunition could be used in the associated Barret rifles for the following situations. Examples of situations that may require the deployment of these rifles and associated ammunition include but are not limited to: 1. Situations where the personnel reasonably anticipate an armed encounter. 2. Situations where a suspect may need to be engaged at extended distances with accurate fire. 3. Situations where a vehicle may need to be disabled, to include from an extended distance. 4. Situations where personnel reasonably expect the need to exceed a suspect's firepower. 5. Situations where the suspect is wearing body armor. 6. Situations where the suspect is in an armored vehicle. 7. Situations where the suspect has taken a hostage(s). 8. Situations where a barricade, armor or similar barrier needs to be penetrated. 9. When authorized or requested by a supervisor.			
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The ammunition was seized over the course of several investigations. The ongoing cost after all ammunition is expended would be the cost of ammunition.			
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing law enforcement use of force. Various San Mateo County Sheriff's Office Policies on the Use of Force and Firearms. San Mateo County Sheriff's Office Policies including: Lexipol Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques Lexipol Policy 306 – Firearms			
Training Required: In addition to patrol rifle and standard SWAT Operator training, SWAT Snipers must successfully complete a CA POST certified sniper course as well as regular SWAT Sniper training and qualifications as required by law and policy. Snipers currently hold training once a month for 6 hours.			
Other Notes: None.			

Definitive Section:	CA Gov't Code §7070(c)(10)	
Equipment Type:	Projectile launch platforms	
Common Name:	Pepperball Launcher	
Quantity Owned/Sought:	None (outside owned)	Lifespan: Indeterminate.
Equipment Capabilities: .68 caliber pepper ball round, which essentially projects a plastic round containing non-lethal pepper (PAVA) in a powder form.		
Manufacturer Product Description: The Pepperball VKS Launcher a non-lethal weapon. Kinetic impact is adjustable to between 10-28 Joules, and with VXR projectiles, has effective accurate distance up to 150 feet.		
Purpose/Authorized Uses: The San Mateo County Sheriff's Office permits the use of less lethal munitions to assist with the de-escalation of potentially violent confrontations. Only personnel who have successfully completed training approved by the Range Master in the proper use and deployment of less lethal impact projectiles/Pepperball shall be authorized to use them during actual operations ¹⁰		
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial cost of this equipment was approximately \$8500. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.		
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. San Mateo County Sheriff's Office Policies including: SMC Sheriff's Office SWAT/CNU Procedures Section : 2-11d (Use of Less Lethal Munitions) Lexipol Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques Lexipol Policy 306 – Firearms Lexipol Policy 426 – First Amendment Assemblies		
Training Required: Certified instructors shall complete a POST certified Less Lethal Instructor Course. Each team member shall be instructed by the POST certified trainers on the use, deployment, and storage of Pepperball less lethal round.		
Other Notes: None.		

Definitive Section:	CA Gov't Code §7070(c)(12)		
Equipment Type:	Tear Gas		
Common Name:	37mm Tear Gas Munitions		
Quantity Owned/Sought:	None (outside owned)	Lifespan:	Indefinite
Equipment Capabilities: The 37mm Launcher is capable of firing 37mm Liquid Ferret CS Gas round.			
Manufacturer Product Description: Federal M201-Z Gas Riot Gun (37x122mm): The Federal M201-Z is an upgrade to the Federal L-5 grenade launcher. It's a simple, single-shot, break-open smoothbore launcher intended to fire non-lethal tear gas grenades. Defense Technology 37mm Single Shot Launcher: Manufactured exclusively for Defense Technology, this is a launcher that features a fixed rear stock and an Integrated Front Grip (IFG). The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. It will fire standard 37mm less lethal ammunition,			
Purpose/Authorized Uses: The 37mm Launchers and Tear Gas Munitions are intended to deliver tear gas through windows, doors, etc. when necessary as a less lethal option to a resistive subject.			
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial cost of this equipment was approximately \$3,00. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.			
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. San Mateo County Sheriff's Office Policies including: SMC Sheriff's Office SWAT/CNU Procedures Section : 2-11c (Use of Chemical Agents) and 2-11d (Use of Less Lethal Munitions) Lexipol Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques Lexipol Policy 306 – Firearms			
Training Required: Team certified instructors shall complete a POST certified Chemical Agent or Less Lethal Instructor Course.			
Other Notes: None.			

Definitive Section:	CA Gov't Code §7070(c)(12)	
Equipment Type:	Flashbang and explosive breaching tools	
Common Name:	Diversionary Flashbang Devices	
Quantity Owned/Sought:	None (outside owned)	Lifespan: Approximately 5 yrs.
Equipment Capabilities: ATF-controlled Class-C explosive device that emits a bright light and thunderous noise to distract potentially dangerous individuals.		
Manufacturer Product Description: The CTS 7290 is the standard for diversionary flash-bang devices. The 7290 produces an 175db and 6-8 million candela of light output. The patented design of the 7290, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output.		
Purpose/Authorized Uses: Flashbangs are used by special tactical units during hostage rescue and high-risk warrants.		
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial costs of equipment is approximately \$40 per device which was purchased through the SMSO SWAT Budget. Ongoing cost associated with the CTS diversionary devices during operation and training is estimated to be approximately \$2000 per year.		
Legal/Procedural Rules Governing Use: San Mateo County Sheriff's Office Policies including: SMC Sheriff's Office SWAT/CNU Procedures Section : 2-11B (Use of Diversionary Devices) Lexipol Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques Lexipol Policy 306 – Firearms		
Training Required: Team certified instructors shall complete a POST certified diversionary device instructor course. Each team member shall be instructed by the POST certified trainers on the use, deployment, and storage of diversionary devices.		
Other Notes: None.		

Definitive Section:	CA Gov't Code §7070(c)(12)	
Equipment Type:	Tear gas	
Common Name:	Tear Gas	
Quantity Owned/Sought:	None (outside owned)	Lifespan: Approximately 5 yrs.
Equipment Capabilities: All three CS gas types can be deployed by ARV gas spike, burn box/tomahawk, 37mm launcher, or hand thrown.		
Manufacturer Product Description: CTS CS Gas - 5230B – Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. CTS CS Gas - 5230 – Large diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard. Can be hand thrown or launched. Discharge duration can reach up to 40 seconds. CTS CS Gas - 8230 – The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and it should not be deployed on rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched. Defense Tech CS liquid - The Ferret® 37 mm CS Round is a frangible projectile filled with chemical agent. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers the .16 oz. agent payload inside a structure. The munitions is 4.8 in. by 1.5 in. and travels at 650fps within an effective range of 50 yards.		
Purpose/Authorized Uses: Chemical agents may be deployed to incapacitate dangerous or hostile subjects, unruly persons, or to overcome resistance to lawful law enforcement actions. SWAT may tactically deploy chemical agents to induce suspect(s) movement or deny or restrict movement and access to areas		
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial costs of equipment is approximately \$40 per device which was purchased through the SMSO SWAT Budget. Ongoing cost associated with the CTS CS Gas devices and Def Tech CS Liquid Ferret rounds during operation and training is estimated to be approximately \$3600 per year.		
Legal/Procedural Rules Governing Use: San Mateo County Sheriff's Office Policies including: - SMC Sheriff's Office SWAT/CNU Procedures Section : 2-11c (Use of Chemical Agents)Lexipol - Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques - Lexipol Policy 306 – Firearms - Lexipol Policy 426 – First Amendment Assemblies		
Training Required: Team certified instructors shall complete a POST certified Chemical Agent Instructor Course. Each team member shall be instructed by the POST certified trainers on the use, deployment, and storage of the chemical agents.		
Other Notes: None.		

Definitive Section:	CA Gov't Code §7070(c)(14)	
Equipment Type:	Launch platforms and their associated munitions	
Common Name:	Bean Bag launcher	
Quantity Owned/Sought:	None (outside owned)	Lifespan: Indefinite.
Equipment Capabilities: 12 Gauge 870 Remington Less Lethal Shot Gun is capable of firing 12 Gauge Drag Stabilized Bean Bag munitions.		
Manufacturer Product Description: Remington Model 870 Shot Gun: The Remington Model 870 is a U.S. made pump-action shotgun. It is widely used by law enforcement as a defensive weapon and by the public for target shooting, hunting and self-defense. The Model 870 features a bottom-loading, side ejecting receiver, tubular magazine under the barrel, dual action bars, internal hammer, and a bolt which locks into and extension in the barrel. A pump action is a repeating firearm action that is operated manually by moving a sliding handguard on the gun's fore stock. When shooting, the sliding fore end is pulled rearward to eject any expended cartridge and to cock the hammer/striker, and then pushed forward to load a new cartridge into the chamber. This action is required for each cartridge to be fired. The Model 870 is capable of firing any 12-gauge shotgun cartridge; however, the San Mateo County SWAT Team uses this platform exclusively to fire a Less Lethal Drag Stabilize Bean Bag rounds. The shotgun had been visibly marked with bright orange furniture to commonly signify it has been converted from a lethal platform to a Non-Lethal platform.		
Purpose/Authorized Uses: The Remington 870 Shot Gun and its Drag Stabilized Bean Bag Munitions are intended for use as a less lethal use of force option. The SWAT Team permits the use of less lethal platforms to assist with the de-escalation of potentially violent confrontations. Only personnel who have successfully completed training approved by the SWAT Commander in the proper use and deployment of less lethal impact weapons shall be authorized to use them during actual operations.		
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial cost of this equipment was approximately \$1000. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.		
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. San Mateo County Sheriff's Office Policies including: - SMC Sheriff's Office SWAT/CNU Procedures Section: 2-11d (Use of Less Lethal Munitions) - Lexipol Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques - Lexipol Policy 306 – Firearms - Lexipol Policy 426 – First Amendment Assemblies.		
Training Required: Team certified instructors shall complete a POST certified Less Lethal Instructor Course. Each team member shall be instructed by the POST certified trainers on the use, deployment, and storage of the Remington 870 Shot Gun and its munitions.		
Other Notes: None.		

Definitive Section:	CA Gov't Code §7070(c)(14)	
Equipment Type:	Launch platforms and associated munitions	
Common Name:	Bean Bag munition	
Quantity Owned/Sought:	None (outside owned)	Lifespan: One use each.
Equipment Capabilities: 12 Gauge Drag Stabilized Bean Bag Round. Velocity of 270 FPS with a maximum effective range of 75 feet.		
Manufacturer Product Description: Defense Technology Model 3027: Drag Stabilized 12 Gauge Bean Bag Round is a translucent 12 Gauge shell loaded with a 40-Gram tear shaped bag made from cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant.		
Purpose/Authorized Uses: The SWAT Team permits the use of less lethal munitions to assist with the de-escalation of potentially violent confrontations. Only personnel who have successfully completed training approved by the SWAT Commander in the proper use and deployment of less lethal impact projectiles shall be authorized to use them during actual operations.		
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial cost of this equipment was approximately \$5 per round totaling \$600 for the current inventory. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.		
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. San Mateo County Sheriff's Office Policies including: SMC Sheriff's Office SWAT/CNU Procedures Section: 2-11d (Use of Less Lethal Munitions) Lexipol Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques Lexipol Policy 306 – Firearms Lexipol Policy 426 – First Amendment Assemblies		
Training Required: Team certified instructors shall complete a POST certified Less Lethal Instructor Course. Each team member shall be instructed by the POST certified trainers on the use, deployment, and storage of the 12 Gauge Drag Stabilized Bean Bag round.		
Other Notes: None.		

Definitive Section:	CA Gov't Code §7070(c)(14)		
Equipment Type:	Projectile launch platforms		
Common Name:	40mm Less Lethal Launchers		
Quantity Owned/Sought:	None (outside owned)	Lifespan:	Indefinite
Equipment Capabilities: The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, which are essentially soft rubber sponge projectiles.			
Manufacturer Product Description: Penn Arms 40MM launcher are manufactured using 4140 hardened steel, 6061-T6 mil-spec anodized aluminum and DuPont super tough glass filled nylon. These launchers are light weight, versatile and used worldwide by police and corrections officers. The 40MM launcher family of products is available in single-shot, spring-advance multi, and pump-advance multi-versions.			
Purpose/Authorized Uses: The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less lethal use of force option.			
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial cost of this equipment was approximately \$79,621.40. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.			
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. San Mateo County Sheriff's Office Policies including: SMC Sheriff's Office SWAT/CNU Procedures Section : 2-11c (Use of Chemical Agents) and 2-11d (Use of Less Lethal Munitions) Lexipol Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques Lexipol Policy 306 – Firearms Lexipol Policy 426 – First Amendment Assemblies			
Training Required: Certified instructors shall complete a POST certified Chemical Agent or Less Lethal Instructor Course. Each team member shall be instructed by the POST certified trainers on the use, deployment, and storage of the 40mm launchers.			
Other Notes: None.			

Definitive Section:	CA Gov't Code §7070(c)(14)		
Equipment Type:	Projectile launch platforms		
Common Name:	40mm Less Lethal Munitions		
Quantity Owned/Sought:	None (outside owned)	Lifespan:	One use each.
Equipment Capabilities: 40mm Kinetic Energy Munitions, which are essentially rubber projectiles.			
Manufacturer Product Description: The CTS The Model 4557 Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts			
Purpose/Authorized Uses: The San Mateo County Sheriff's Office permits the use of less lethal munitions to assist with the de-escalation of potentially violent confrontations. Only personnel who have successfully completed training approved by the Range Master in the proper use and deployment of less lethal impact projectiles shall be authorized to use them during actual operations.			
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial cost of this equipment was approximately \$20 per round totaling \$6,800 for the current inventory. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.			
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. San Mateo County Sheriff's Office Policies including: SMC Sheriff's Office SWAT/CNU Procedures Section : 2-11d (Use of Less Lethal Munitions) Lexipol Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques Lexipol Policy 306 – Firearms Lexipol Policy 426 – First Amendment Assemblies			
Training Required: Certified instructors shall complete a POST certified Less Lethal Instructor Course. Each team member shall be instructed by the POST certified trainers on the use, deployment, and storage of the 40mm less lethal round.			
Other Notes: None.			

Definitive Section:	CA Gov't Code §7070(c)(14)		
Equipment Type:	Projectile launch platforms		
Common Name:	CTS Stingball Grenades		
Quantity Owned/Sought:	None (outside owned)	Lifespan:	One use each.
Equipment Capabilities: Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder.			
Manufacturer Product Description: CSI manufactures a variety of CTS less lethal products which are under pressure, pyrotechnic, incendiary, emit projectiles, generate smoke, or are explosive in nature. When used in accordance with CTS training guidelines and the individual agency's policy, they are intended to cause varying degrees of pain and injury, which are temporary. These products are restricted to law enforcement, corrections, and military personnel and are used to gain compliance, disperse crowds, restore order, or temporarily incapacitate dangerous persons.			
Purpose/Authorized Uses: The San Mateo County Sheriff's Office permits the use of less lethal munitions to assist with the de-escalation of potentially violent confrontations. Only personnel who have successfully completed training approved by the Range Master in the proper use and deployment of the CTS Stingball grenades shall be authorized to use them during actual operations.			
Fiscal Impacts: None, owned by outside agency. Cost to outside Agency: The initial cost of this equipment was approximately \$42.01 per round totaling \$1,722 for the current inventory. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.			
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. San Mateo County Sheriff's Office Policies including: SMC Sheriff's Office SWAT/CNU Procedures Section : 2-11d (Use of Less Lethal Munitions) Lexipol Policy 300 - Use of Force, Conducted Energy Device (Taser), Control Devices and Techniques			
Training Required: Certified instructors shall complete a POST certified Less Lethal Instructor Course. Each team member shall be instructed by the POST certified trainers on the use, deployment, and storage of Stingball grenades.			
Other Notes: None.			

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR THE ACQUISITION OF VIDEO EQUIPMENT AND BROADCASTING EQUIPMENT IN A NOT-TO-EXCEED AMOUNT OF \$60,000 AND INSTALLATION SERVICES OF THE EQUIPMENT IN A NOT-TO-EXCEED AMOUNT OF \$10,000

WHEREAS, the City of Belmont broadcasts public meetings from the Council Chambers via livestream and cable viewing on the public, educational and government channel; and,

WHEREAS, to enhance the quality of the broadcast and replace ten year old technology, staff is recommending replacement and upgrades to video cameras, equipment in the control room, controllers and the server and software for live casting ; and,

WHEREAS, funding is available from the public, educational, and government access (PEG) fees in the Comcast Fund which have been budgeted in Comcast PEG Program Capital Improvement Program (CIP) Project #2062.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to negotiate and execute a contract for the acquisition of video equipment and broadcasting equipment in a not-to-exceed amount of \$60,000 and installation services of the equipment in a not-to-exceed amount of \$10,000.

* * *

ADOPTED April 23, 2024 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

Meeting Date: April 23, 2024
Agency: City of Belmont
Staff Contact: Ann Ritzma, Interim Administrative Services Director, aritzma@belmont.gov
Agenda Title: Upgrades to Equipment and Broadcast System for Council Chambers
Agenda Action: Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute a contract for the acquisition of video equipment and broadcasting equipment in a not-to-exceed amount of \$60,000 and installation services of the equipment in a not-to-exceed amount of \$10,000.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The Administrative Services Department, Information Technology Division has been assessing the video equipment used to broadcast public meetings from the City Council Chambers. Staff met with our broadcasting technician to identify the necessary upgrades and replacements to existing equipment in the control center that will enhance the live casting of meetings and provide a quality digital broadcast.

The last upgrade to technology in the Council Chamber was in 2019 and it was focused on audio improvements. These enhancements included the podium display, the Crestron audio/visual programming equipment, two new digital projectors and a new audio system.

Analysis

The project scope includes upgrades to the video components of the system and enhancing the meeting broadcast by reconfiguring the control room equipment and installing digital cameras, a new controller, and a live cast server with agenda encoding software.

Funding for this project is available from the public, educational, and government access (“PEG”) fees paid to the City through franchise agreement with Comcast, which is accounted for in the Comcast Fund 312. The funds can only be used for technology enhancement and upgrade of the City’s public access channel. The fund balance in the Comcast Fund is \$404,811 beginning FY 2023-24, of which \$120,000 has been budgeted and committed in the Comcast PEG Program Capital Improvement Program (CIP) Project #2062. Funds in this project will be utilized towards the proposed project upgrades.

The project is expected to take four weeks and it includes equipment replacement, testing and staff training. To limit impact on public meetings, the project is scheduled for the month of August when most Council and commission meetings are in recess.



Although the work will take place in August, all components of the project must be pre-ordered prior to the installation. The equipment (cameras, servers, control room items) must be ordered in May and the cabling completed in July.

The project components and estimated cost includes the following:

Equipment Replacement	\$31,000 (Digital Cameras, Switches, TriCaster, Remotes)
Server and Granicus Software	\$ 5,800 (Encoder, Hardware, Training, Configuration)
GovMeeting Live Cast	\$ 8,196
Live Casting Software	\$ 3,091
Live Streaming Upgrade (1080p)	\$ 4,800
Cabling and Installation	\$ 10,000
Contingency (10%)	\$ 6,300

Alternatives

- 1. Return to staff for additional information
- 2. Take no action

Attachments

- A. Resolution

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: Sufficient funds are available in the Comcast PEG Program CIP Project #2062 which can be utilized towards the proposed project upgrades.

Source:

Staff

Purpose:

Discretionary Action

Public Outreach:

Posting of Agenda



STAFF REPORT

Meeting Date: April 23, 2024
Agency: City of Belmont
Staff Contact: Selena Lau, Public Works Department, (650) 226-6901, slau@belmont.gov
Agenda Title: 800-803 Belmont Avenue – Final Subdivision Map
Agenda Action: Resolution

Recommendation

Adopt a resolution approving the final subdivision map for the 800-803 Belmont Avenue Affordable Multi-Family Housing Development and authorizing the city manager to execute the subdivision improvement agreement and continuing maintenance agreement.

Strategic Focus Area

Economic Development and Housing

Background

On May 10, 2022, the City Council adopted Resolution No. 2022-043, approving the tentative map and additional entitlements for the 800-803 Belmont Avenue Affordable Housing Project. The subdivision project is comprised of a 125-unit apartment development, site improvements, and associated landscape and frontage improvements for the subject property.

The property is owned by Belmont Family Apartments, L.P., a California limited partnership. The project is to be developed by its administrative general partner, ROEM Belmont Family Apartments, LLC, a California limited liability company. The development includes roadway improvements for the entire width of Belmont Avenue along the property's frontage. Belmont Avenue is a private street and will remain privately maintained after the completion of the construction of the development.

Analysis

The City Engineer and Land Surveyor consultant have examined the submitted parcel map and find it substantially in conformance with the approved Tentative Map, the State Subdivision Map Act, and the City of Belmont Subdivision Ordinance. They are also satisfied that it is technically correct.

The developer must enter into a subdivision improvement agreement with bonds to guarantee the completion of all public improvements related to the project. ROEM Belmont Family Apartments, LLC, is responsible for constructing all offsite improvements fronting their parcel, including joint trench utilities on Belmont Avenue and storm line upgrades along El Camino Real.

The developer will also enter into a maintenance agreement with the City to maintain improvements on the entire width of Belmont Avenue and the sidewalk area on the project's El Camino Real frontage and within the development. The agreement provides for the adequate maintenance of the exterior portions of



the property visible from the streets. The common areas and adjacent roadways must always be maintained and repaired in good condition. Additional features to be privately maintained include but are not limited to: stormwater treatment areas, landscaping, parking areas, lighting, retaining walls, private walkways, building exteriors, street trees, storm drainage systems, sidewalks, curbs and gutters, streetlights and driveways along the property frontage to ensure that the property remains in clean and superior condition in accordance with approved plans, rules and regulations and applicable laws.

The project's tentative map Public Works Conditions #8 and #18 specify that the entire width of Belmont Avenue along the property shall be dedicated as a Public Access Easement (PAE), Public Utility Easement (PUE), and Emergency Vehicle Access Easement (EVAE). The developer has submitted a request to modify those two conditions. They indicated to the City that they can only dedicate one-half of the width of Belmont Avenue fronting their property as easements. They have approached the neighboring property owners, but the neighbors are unwilling to dedicate the opposite half of Belmont Avenue as public easements.

California Government Code Section 66462.5 states that a city shall not postpone or refuse approval of a final map because the developer has failed to meet a tentative map condition which requires the developer to construct or install offsite improvements on land in which neither the developer nor the local agency has sufficient title or interest, including an easement or license, at the time the final map is filed with the local agency, to permit the improvements to be made. The developer has prepared the final map showing only easements dedicated to one-half the width of Belmont Avenue. In the final map owner statement, the developer stated that they have the fee title ownership and rights to make the dedications. Although only half of the roadway will be dedicated as easements, the developer will install improvements for the entire width of Belmont Avenue fronting their property. The developer has entered into agreements with the neighboring property owners allowing them to construct the improvement on the northern half of Belmont Avenue.

According to the developer, they (including the developer, future tenants and public) have the rights to utilize the northern half of Belmont Avenue for access to the new housing property. All public utilities serving the property will be constructed within the public utility easement to be dedicated. The exception is the storm inlets and pipes to be constructed on the northern half of Belmont Avenue, which is required to collect the drainage on the road. The developer shall privately maintain all the new storm systems constructed on Belmont Avenue. In the maintenance agreement, the developer also stated that they will maintain the new storm drain systems installed on Belmont Avenue and be responsible for the discharge of the captured water, which includes public stormwater collected from uphill of Belmont Avenue and Malcolm Avenue. The City has reviewed the applicant's request of the amendments to the Conditions of Approval #8 and #18 and determined they are reasonable and warranted. Amended language for these conditions is provided in Exhibit B to the Resolution.

Per Belmont Subdivision Ordinance Section 4.14, a subdivision shall dedicate 5' public utility easements (PUEs) along the property's boundaries to install future public utilities as the City Engineer determines. The developer has proposed narrower easements at certain locations because of the required building footprints. The City Engineer has reviewed the request and determined that the narrower easement width at certain locations will not impact future utility installations.



It should be noted, a final map is ministerial once all conditions of the Vesting Tentative Map are satisfied.

Alternatives

- 1. Continue the item for additional staff analysis.

Attachments

- A. Resolution
- B. Exhibit A to the Resolution – Parcel Map
- C. Exhibit B to the Resolution – Amended Conditions of Approval
- D. Subdivision Improvement Agreement

Fiscal Impact

- ☐ No Fiscal Impact
- ☒ Funding Source Confirmed: The applicant will pay all fees required for the final map.

<u>Source:</u>	<u>Purpose:</u>	<u>Public Outreach:</u>
Staff	Statutory/Contractual Requirement	Posting of Agenda

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING THE FINAL SUBDIVISION MAP, SUBDIVISION IMPROVEMENT AGREEMENT, AND CONTINUING MAINTENANCE AGREEMENT FOR THE 800-803 BELMONT AVENUE AFFORDABLE HOUSING DEVELOPMENT

WHEREAS, on May 10, 2022, the City Council adopted Resolution No. 2022-043, approving the tentative map and additional entitlements for the 800-803 Belmont Avenue Residential Subdivision; and,

WHEREAS, the subdivision project is comprised of a 125-unit affordable residential project in a multifamily building, site improvements, and associated landscape and frontage improvements; and,

WHEREAS, the developer, ROEM Belmont Family Apartments, LLC., a California limited liability company, has filed the final map application for the construction of their project; and,

WHEREAS, Belmont Avenue is a private street and will remain privately maintained after the completion of the construction of the development; and,

WHEREAS, the City Engineer and Land Surveyor consultant have examined the map titled “PARCEL MAP 803 BELMONT AVENUE” shown in Exhibit A to this resolution, and determined that it is substantially in conformance with the approved Tentative Map, the State Subdivision Map Act, and the City of Belmont Subdivision Ordinance, and are satisfied that it is technically correct; and,

WHEREAS, ROEM Belmont Family Apartments, LLC., has agreed to enter into a Continuing Maintenance Agreement with the City of Belmont for improvements within the entire width of Belmont Avenue, sidewalk area on El Camino Real, and adequate maintenance of the exterior portions of the property that are visible from the public street and shall maintain the common areas in good condition and repair at all times; and,

WHEREAS, ROEM Belmont Family Apartments, LLC., also stated in the maintenance agreement that they will maintain the new storm drain systems installed on Belmont Avenue and be responsible for the discharge of the captured water, which includes public stormwater collected from uphill of Belmont Avenue and Malcolm Avenue; and,

WHEREAS, ROEM Belmont Family Apartments, LLC., has not completed the public improvements related to the project and is proposing to enter into a subdivision improvement agreement with bonds to guarantee the completion of all public improvements related to the project, and;

WHEREAS, the applicant has provided appropriate justification, and staff believes proposed amendments are warranted for Public Works Department Conditions of Approval #8 and #18 as indicated herein in Exhibit B.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The Subdivision Improvement Agreement and Continuing Maintenance Agreement are approved for execution by the City Manager.

SECTION 2. Public Works Department Conditions of Approval #8 and #18 are hereby amended as per Exhibit B.

SECTION 3. The map titled “PARCEL MAP 803 BELMONT AVENUE” is hereby approved upon execution by the City Manager of the Subdivision Improvement Agreement presented. Recordation of the Final Subdivision Map is subject to the condition that all requirements of law and the Subdivision Ordinance of the City of Belmont be fully complied with in connection with said Final Subdivision Map and the following conditions posting all bonds, paying all fees, and satisfying all conditions required for recordation of the final map.

SECTION 4. The City Clerk is hereby authorized and directed to endorse thereon her signature an order of the City Council approving said Map, accepting the offered public utility easements, and to affix thereto the corporate seal of the City of Belmont.

* * *

ADOPTED April 23, 2024 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

OWNER’S STATEMENT

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

WE HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR PUBLIC UTILITY PURPOSES AND APPURTENANCES THERETO AND THE RIGHT TO CONSTRUCT, INSTALL, USE, REPAIR, REPLACE AND MAINTAIN UTILITIES ON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "P.U.E." (PUBLIC UTILITY EASEMENT). SAID PUBLIC UTILITY EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT FOR LAWFUL FENCES, LAWFUL UNSUPPORTED ROOF OVERHANGS, IRRIGATION SYSTEMS, UTILITY COMPANY STRUCTURES AND APPURTENANCES THEREOF.

WE HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR EMERGENCY VEHICLE INGRESS AND EGRESS PURPOSES ON OR OVER THOSE STRIPS OF LAND DESIGNATED AND DELINEATED AS "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT). THE PERPETUAL MAINTENANCE OF IMPROVEMENTS WITHIN THE EASEMENT AREA SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.

WE HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR PUBLIC ACCESS PURPOSES ON OR OVER THOSE STRIPS OF LAND DESIGNATED AND DELINEATED AS "P.A.E." (PUBLIC ACCESS EASEMENT). THE PERPETUAL MAINTENANCE OF IMPROVEMENTS WITHIN THE EASEMENT AREA SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.

AS OWNER:

Belmont Family Apartments, L.P., a california limited partnership

by: ROEM Belmont Family Apartments, LLC, a california limited liability company, its administrative general partner

by: Robert Emami, Manager

By: Pach San Jose Holdings, LLC, a California limited liability company, its managing general partner

By: Pacific Housing, Inc., a California nonprofit public benefit corporation, its manager

By: Mark A. Wiese, President

OWNER’S ACKNOWLEDGMENT

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

STATE OF)SS.
COUNTY OF)

ON 20 , BEFORE ME, A NOTARY PUBLIC,

PERSONALLY APPEARED

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

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

WITNESS MY HAND.

NOTARY’S SIGNATURE:

PRINTED NAME:

COUNTY OF PRINCIPAL PLACE OF BUSINESS:

COMMISSION No.:

COMMISSION EXPIRATION DATE:

PARCEL MAP
803 BELMONT AVENUE

CONSISTING OF 4 SHEETS

BEING A MERGER OF A PORTION OF LOTS 1 & 2, AND ALL OF LOTS 3, 4, 5, 6 AND 7 IN BLOCK 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 1, E.D. SWIFT TRACT", FILED FOR RECORD ON JULY 16, 1913 IN BOOK 9 OF MAPS AT PAGE 3, RECORDS OF SAN MATEO COUNTY.

LYING ENTIRELY WITHIN THE
CITY OF BELMONT, SAN MATEO COUNTY, CALIFORNIA

DATE: MARCH 2024



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

BENEFICIARY’S STATEMENT

CITYBANK, N.A., AS BENEFICIARY UNDER DEED OF TRUST, RECORDED 2024 DOCUMENT NO. , OFFICIAL RECORDS OF SAN MATEO COUNTY; ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY:

NAME:

TITLE:

DEAL ID NO. 60001200

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)SS.
COUNTY OF)

ON 20 , BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED

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

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

WITNESS MY HAND:

NOTARY’S SIGNATURE:

NOTARY’S PRINTED NAME:

NOTARY’S PRINCIPAL PLACE OF BUSINESS:

NOTARY’S COMMISSION No.:

NOTARY’S COMMISSION EXPIRATION DATE:

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 ROEM CORPORATION, IN AUGUST 2023. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE DECEMBER 31, 2025; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE

DAVIS THRESH
P.L.S. NO. 6868



CITY ENGINEER’S STATEMENT

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

DATE:

NAME:
TRACY SCRAMAGLIA
ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF BELMONT, CALIFORNIA
RCE 61436



CITY TECHNICAL REVIEWER’S STATEMENT

I, ANNE-SOPHIE TRUONG, DO HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE:

ANNE-SOPHIE TRUONG
CITY TECHNICAL REVIEWER
CITY OF BELMONT, CALIFORNIA
P.L.S. NO. 8998



CITY CLERK’S STATEMENT

I, JOZI PLUT, CITY CLERK OF THE CITY OF BELMONT, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL, BY RESOLUTION ADOPTED AT A REGULAR MEETING, ON THE DAY OF 20, DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, ALL EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION WITH THE PROVISIONS THAT THE CITY DOES NOT HEREBY ASSUME ANY RESPONSIBILITY FOR MAINTENANCE OR REPAIR OF SAID IMPROVEMENTS.

JOZI PLUT
CITY CLERK
CITY OF BELMONT, CALIFORNIA

DATE

COUNTY RECORDER’S STATEMENT

FILED THIS DAY OF 20, AT: A.M./P.M.

IN VOLUME OF PARCEL MAPS, AT PAGES, AT THE REQUEST OF BKF ENGINEERS.

FILE NO. FEE:

MARK CHURCH, SAN MATEO COUNTY RECORDER

BY: DEPUTY RECORDER

BKF No. 20200255

BENEFICIARY’S STATEMENT
CITY OF BELMONT, AS BENEFICIARY UNDER DEED OF TRUST, RECORDED _____, 2024 DOCUMENT NO. _____, OFFICIAL RECORDS OF SAN MATEO COUNTY; ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____
NAME: _____
TITLE: _____

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 _____)SS.
COUNTY OF _____)

ON _____ 20 __, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND:

NOTARY’S SIGNATURE: _____
NOTARY’S PRINTED NAME: _____
NOTARY’S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY’S COMMISSION No.: _____
NOTARY’S COMMISSION EXPIRATION DATE: _____

BENEFICIARY’S STATEMENT
COUNTY OF SAN MATEO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AS BENEFICIARY UNDER DEED OF TRUST, RECORDED _____, 2024 DOCUMENT NO. _____, OFFICIAL RECORDS OF SAN MATEO COUNTY; ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____
RAYMOND HODGES
DEPARTMENT OF HOUSING,
COUNTY OF SAN MATEO

BENEFICIARY’S STATEMENT
HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, AS BENEFICIARY UNDER DEED OF TRUST, RECORDED _____, 2024 DOCUMENT NO. _____, OFFICIAL RECORDS OF SAN MATEO COUNTY; ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____
RAYMOND HODGES
EXECUTIVE DIRECTOR

PARCEL MAP
803 BELMONT AVENUE

CONSISTING OF 4 SHEETS

BEING A MERGER OF A PORTION OF LOTS 1 & 2, AND ALL OF LOTS 3, 4, 5, 6 AND 7 IN BLOCK 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 1, E.D. SWIFT TRACT", FILED FOR RECORD ON JULY 16, 1913 IN BOOK 9 OF MAPS AT PAGE 3, RECORDS OF SAN MATEO COUNTY.

LYING ENTIRELY WITHIN THE
CITY OF BELMONT, SAN MATEO COUNTY, CALIFORNIA

DATE: MARCH 2024



BENEFICIARY ACKNOWLEDGMENT

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STATE OF _____)SS.
COUNTY OF _____)

ON _____ 20 __, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND:

NOTARY’S SIGNATURE: _____
NOTARY’S PRINTED NAME: _____
NOTARY’S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY’S COMMISSION No.: _____
NOTARY’S COMMISSION EXPIRATION DATE: _____

BENEFICIARY’S STATEMENT
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, AS BENEFICIARY UNDER DEED OF TRUST, RECORDED _____, 2024 DOCUMENT NO. _____, OFFICIAL RECORDS OF SAN MATEO COUNTY; ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____
NAME: _____
TITLE: _____

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 _____)SS.
COUNTY OF _____)

ON _____ 20 __, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND:

NOTARY’S SIGNATURE: _____
NOTARY’S PRINTED NAME: _____
NOTARY’S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY’S COMMISSION No.: _____
NOTARY’S COMMISSION EXPIRATION DATE: _____

LEGEND

- FOUND MONUMENT, AS NOTED ON MAP
- IRON PIPE, AS NOTED ON MAP
- ⊗ FOUND MAG NAIL, NO TAG PER 43 L.L.S. 81
- SET 3/4" IRON PIPE WITH PLASTIC PLUG AND TACK, STAMPED "LS 6868"
- DISTINCTIVE BORDER LINE
- - - CENTER LINE
- - - EASEMENT LINE
- - - LOT LINES PER 9 MAPS 3 TO BE ELIMINATED
- - - ADJOINER LOT LINES
- - - CENTER LINE PER 9 MAPS 3
- IP-IP IRON PIPE TO IRON PIPE DISTANCE
- (T) TOTAL DISTANCE VALUE
- (R) RADIAL BEARING
- () RECORD DATA

REFERENCE MAPS

- (R1) 9 MAPS 3
- (R2) 96 MAPS 52-55
- (R3) ROS NO. 2952, 43 L.L.S. 81
- (R4) ROS NO. 3213, 46 L.L.S. 56
- (R5) ROS, 7 L.L.S. 12
- (R6) 32 MAPS 37-38

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	955.70'	0°21'07"	5.87'
C2	975.70'	0°23'26"	6.65'
C3	149.14'	3°05'39"	8.05'

LINE TABLE

NO.	BEARING	LENGTH
L1	N18°05'28"E	20.00'

PARCEL MAP

803 BELMONT AVENUE

CONSISTING OF 4 SHEETS

BEING A MERGER OF A PORTION OF LOTS 1 & 2, AND ALL OF LOTS 3, 4, 5, 6 AND 7 IN BLOCK 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 1, E.D. SWIFT TRACT", FILED FOR RECORD ON JULY 16, 1913 IN BOOK 9 OF MAPS AT PAGE 3, RECORDS OF SAN MATEO COUNTY.

LYING ENTIRELY WITHIN THE CITY OF BELMONT, SAN MATEO COUNTY, CALIFORNIA

SCALE 1" = 40'

DATE: MARCH 2024



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

BASIS OF BEARINGS

THE BEARING SOUTH 40°34'00" WEST OF THE CENTER LINE OF DAVEY GLEN ROAD, AS SHOWN ON MAP ENTITLED "BEL ARBOR", FILED FOR RECORD ON NOVEMBER 17, 1977 IN BOOK 96 OF MAPS AT PAGES 52 THROUGH 55, RECORDS OF SAN MATEO COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

NOTES

- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS A TOTAL AREA OF 1.452 ACRES± (NET) AND 1.611 ACRES (GROSS).
- PROPOSED EASEMENTS ARE SHOWN ON SHEET 4.

FOUND RAILROAD SPIKE WITH CHISELED CROSS, AT INTERSECTION WITH MALCOLM AVE. PER R3

SEE DETAIL "F"

SEE DETAIL "D"

SEE DETAIL "C"

SEE DETAIL "B"

SEE DETAIL "A"

SEE DETAIL "E"

SEE DETAIL "F"

SEE DETAIL "G"

SEE DETAIL "H"

SEE DETAIL "I"

SEE DETAIL "J"

SEE DETAIL "K"

SEE DETAIL "L"

SEE DETAIL "M"

SEE DETAIL "N"

SEE DETAIL "O"

SEE DETAIL "P"

SEE DETAIL "Q"

SEE DETAIL "R"

SEE DETAIL "S"

SEE DETAIL "T"

SEE DETAIL "U"

SEE DETAIL "V"

SEE DETAIL "W"

SEE DETAIL "X"

SEE DETAIL "Y"

SEE DETAIL "Z"

SURVEY NOTES

- THE LOTS BEING MERGED ON THIS PARCEL MAP WERE CREATED BY THE SUBDIVISION MAP ("SUBDIVISION No. 1, E.D. SWIFT TRACT") RECORDED IN BOOK 9 OF MAPS, AT PAGE 3, SAN MATEO COUNTY RECORDS. BLOCKS 3, 4 & 5 OF SAID MAP DO NOT CLOSE MATHEMATICALLY USING THE DATA PROVIDED. WE RESOLVED THE CENTERLINE OF BELMONT AVENUE BY HOLDING 20' OFFSETS FROM THE FOUND IRON PIPES PER R3 (43-LLS-81), HOLDING A RECORD POSITION OF THE SIDELINE OF EL CAMINO REAL AND RESOLVING THE CENTERLINE OF BELMONT AVE. HEADING WESTERLY, RATHER THAN MIMIC THE SIDELINE AS SHOWN ON RECORD OF SURVEY 43-LLS-81, WE FIT CURVES ALONG THESE SIDELINES PER THE ORIGINAL MAP AS WE BELIEVE THE CENTERLINE SEGMENTS ARE CHORD LENGTHS, THUS THEIR ENDPOINTS DEFINE CURVES. THEREFORE, FOR THE LENGTH OF OUR PROJECT ALONG BELMONT AVE. WE ARE SHOWING CURVED SIDELINES.
- BOUNDARY RESOLUTION AS SHOWN IS AS FOLLOWS:
 - THE SIDELINE OF EL CAMINO REAL WAS RESOLVED BY HOLDING THE BRASS DISC AT THE NORTHERLY END OF OUR BEARING BASE AND THE FOUND IRON PIPE AT ANITA AVE. AND EL CAMINO REAL.
 - THE POSITION OF THE SOUTHEASTERLY BOUNDARY OF SUBJECT PARCEL WAS DETERMINED BY HOLDING THE SOUTHERLY MOST MONUMENT FOUND AS SHOWN HEREON (TAGGED LS 7701) AND A RECORD DISTANCE FROM THE MONUMENT AT THE CENTERLINE OF DAVEY GLEN ROAD AND THE SIDELINE OF EL CAMINO REAL PER SURVEY NOTE 2A (SEE ABOVE).
 - FRONTAGE OF SUBJECT PARCEL ALONG BELMONT AVENUE WAS DETERMINED PER SURVEY NOTE 1 (SEE ABOVE).
 - THE NORTHWESTERLY AND SOUTHWESTERLY BOUNDARIES WERE RESOLVED BY HOLDING RECORD LENGTHS OF LOTS 2 THROUGH 7 ALONG THE SOUTHERLY SIDELINE OF BELMONT AVENUE AND HOLDING THE RECORD LENGTHS OF THE SOUTHEASTERLY LINES OF LOTS 1, 3, THROUGH 5, AND THE RECORD LENGTH OF THE SOUTHWESTERLY LINES OF LOTS 6 AND 7 (SOUTHWESTERLY TERMINUS OF SAID NORTHWESTERLY BOUNDARY). SEE MAP FOR COMPARISON OF RECORD V. MEASURED ANGLES BETWEEN THE SOUTHEASTERLY AND NORTHWESTERLY LINES OF LOT 10.
- CENTERLINE OF ANITA AVENUE IS RESOLVED USING THE FOUND RAILROAD SPIKE AT THE CENTERLINES OF MALCOLM AVENUE AND ANITA, AND A POINT TANGENT TO THE NORTHWESTERLY SIDE OF A CIRCLE OF DIAMETER 25.00 FEET, DRAWN ABOUT THE IRON PIPE FOUND AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF ANITA AVENUE AND THE SOUTHWESTERLY SIDELINE OF EL CAMINO REAL (SEE MAP).

32 MAPS 38

MALCOLM AVENUE
(WIDTH VARIES, 40' PER 9 MAPS 3 & 50' PER 32 MAPS 38)

32 MAPS 37-38

LOT 3

LOT 2

LOT 1

LOT 10

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LOT 5

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LOT 6

PARCEL MAP

803 BELMONT AVENUE

CONSISTING OF 4 SHEETS

BEING A MERGER OF A PORTION OF LOTS 1 & 2, AND ALL OF
LOTS 3, 4, 5, 6 AND 7 IN BLOCK 5, AS SHOWN ON THAT
CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 1, E.D. SWIFT
TRACT", FILED FOR RECORD
ON JULY 16, 1913 IN BOOK 9 OF MAPS AT PAGE 3,
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CITY OF BELMONT, SAN MATEO COUNTY, CALIFORNIA

SCALE 1" = 40' DATE: MARCH 2024



ENGINEERS-SURVEYORS-PLANNERS
1730 NORTH FIRST STREET, SUITE 800
SAN JOSE, CALIFORNIA 95112

BASIS OF BEARINGS

THE BEARING SOUTH 40°34'00" WEST OF THE CENTER LINE OF
DAVEY GLEN ROAD, AS SHOWN ON MAP ENTITLED
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IN BOOK 96 OF MAPS AT PAGES 52 THROUGH 55,
RECORDS OF SAN MATEO COUNTY, WAS TAKEN AS THE BASIS
OF BEARINGS FOR THIS MAP.

NOTES

1. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND
DECIMALS THEREOF.
2. THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY
OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS
A TOTAL AREA OF 1.452 ACRES± (NET) AND 1.611 ACRES
(GROSS).
3. EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL
AND/OR PERPENDICULAR TO THE BOUNDARY LINE.

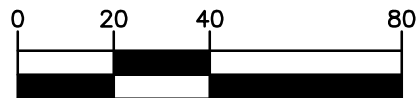
LEGEND

- FOUND MONUMENT, AS NOTED ON MAP
- IRON PIPE, AS NOTED ON MAP
- ⊗ FOUND MAG NAIL, NO TAG PER 43 L.L.S. 81
- SET 3/4" IRON PIPE WITH PLASTIC PLUG
AND TACK, STAMPED "LS 6868"
- DISTINCTIVE BORDER LINE
- - - CENTER LINE
- - - EASEMENT LINE
- - - LOT LINES PER 9 MAPS 3 TO BE ELIMINATED
- - - ADJOINER LOT LINES
- - - CENTER LINE PER 9 MAPS 3
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- IP-IP IRON PIPE TO IRON PIPE DISTANCE
- (T) TOTAL DISTANCE VALUE
- (R) RADIAL BEARING

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	955.70'	0°21'07"	5.87'
C4	11.00'	40°51'27"	7.84'
C5	975.70'	1°31'38"	26.01'
C6	192.14'	10°09'34"	34.07'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N18°05'28"E	20.00'
L2	N10°31'31"E	1.94'
L3	N10°31'31"E	3.29'
L4	N35°07'32"W	2.00'

1" = 40'



(SCALE IN FEET)

FOUND 3/4" IRON PIPE
WITH PLUG & TACK,
STAMPED "LS 7701"

FOUND 3/4" IRON PIPE
WITH PLUG & TACK,
STAMPED "LS 8304"

FOUND 3/4" IRON PIPE
WITH PLUG & TACK,
STAMPED "RCE 13173"

PMI BELMONT GLEN LLC
DOC. 2018-051059

DAVEY GLEN LLC
DOC. 2004-111484

DAVEY GLEN ROAD
BASIS OF BEARINGS
FOUND 2-1/2" BRASS DISC
MONUMENT WITH PUNCH
MARK, INSIDE MONUMENT,
WELL, STAMPED "LS 3451"

GRANT TO STATE OF
CALIFORNIA
PER 727 O.R. 160

PARCEL A
1.452 ACRES± (NET)
1.611 ACRES± (GROSS)

BKF No. 20200255

SHEET 4 OF 4

EXHIBIT B – Amended Conditions of Approval

Amended text in ***bold italics***.

Original Condition of Approval #8:

8. Applicant shall submit recorded public access easement on the entire Belmont Avenue right of way prior to or concurrent with approval of Parcel Map.

Amended Condition:

8. Applicant shall submit recorded public access easement on the ***adjacent southern half width*** of Belmont Avenue right of way prior to or concurrent with approval of Parcel Map.

Original Condition of Approval #18:

18. Prior to building permit issuance, the applicant shall dedicate a Public Access Easement (PAE), Emergency Vehicle Access Easement (EVAE), and Public Utility Easement (PUE) on the entire width of Belmont Avenue right of way.

Amended Condition of Approval:

18. Prior to building permit issuance, the applicant shall dedicate a Public Access Easement (PAE), Emergency Vehicle Access Easement (EVAE), and Public Utility Easement (PUE) on the ***adjacent southern half*** width of Belmont Avenue right of way.

CITY OF BELMONT SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement (the “Agreement”) is entered into by BELMONT FAMILY APARTMENTS, L.P., a California limited partnership (“Developer”), and the CITY OF BELMONT, a California municipal corporation (“City”) (collectively, the “Parties”).

RECITALS

- A. Developer is the owner of real property located at 800-803 Belmont Avenue in the City of Belmont, San Mateo County, California, and identified by San Mateo County Assessor Parcel Numbers 044-172-190 and 044-172-200, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the “**Property**”). Developer has submitted an application to the City for entitlements including a Subdivision Map to construct 125 residential units on the Property (“**Subdivision**”).
- B. On May 10 2022, the City Council adopted Resolution No. 2022-043, approving the tentative map for the Subdivision, prepared by BKF Engineers and dated January 10, 2022 (“**Approved Tentative Map**”), subject to certain conditions of approval (the “**Conditions**”).
- C. The Conditions require either (1) that certain improvements be constructed before approval of the final map, or (2) that Developer enter into an agreement with the City providing for the future construction of the improvements.
- D. Developer has applied to City for final map for the Subdivision (“**Final Map**”) approval without having completed all required improvements and therefore will enter into an agreement with the City providing for the future construction and installation of the improvements, as required by the Subdivision Map Act, Government Code Section 66410 et seq., and City of Belmont Subdivision Ordinance (the “**Subdivision Ordinance**”) Section 10.
- E. Developer has submitted plans, specifications and drawings for the improvements entitled “C3.3-C5.4” prepared by BKF Engineers and dated March 29, 2024 (the “**Improvement Plans**”), which the City Engineer has approved. The Improvements Plans are attached as **Exhibit B** and incorporated by this reference.
- F. As consideration for the approval and recordation by the City of the Final Map in accordance with the Subdivision Map Act, the Subdivision Ordinance, and City regulations and policies (“**Subdivision Laws**”), Developer desires to enter into this secured Agreement, whereby Developer promises to complete, at its expense, all of the public improvements required by the Approved Tentative Map as reflected in the Improvement Plans.
- G. Developer recognizes that by approval of the Final Map, the City has conferred substantial rights upon Developer, including the right to sell, lease, or finance lots within the Subdivision. As a result, the City will be damaged to the extent of the cost of installation of the improvements by Developer’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 under this Agreement and law in the event of default by Developer. The Developer specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Developer shall be within the sole discretion of

the City.

NOW, THEREFORE, in consideration of the approval and recordation by the City of the Final Map, Developer and City agree as follows:

1. PURPOSE. The purpose of this Agreement is to guarantee completion of certain improvements in accordance with the Improvement Plans and ensure Developer satisfactorily complies with the Conditions.

2. DUTY TO INSTALL. Developer must:

2.1 Comply with all requirements of the Approved Tentative Map, and any amendments thereto, and with the provisions of the Subdivision Laws.

2.2 Complete, at Developer's own expense, all the public improvements required by the Approved Tentative Map in conformance with the Improvement Plans and all applicable standard specifications in effect on the date of the City's approval of the Approved Tentative Map ("**Public Improvements.**")

2.3 Furnish all materials necessary to complete the Public Improvements in conformity with the Improvement Plans and all applicable standard specifications in effect on the date of the City's approval of the Approved Tentative Map.

2.4 Acquire and dedicate to the City all rights-of-way, easements, and other interests in real property for the construction and installation of the Public Improvements, or pay the cost of acquisition incurred by the City. All real property interests dedicated by the Developer to the City must be free and clear of liens and encumbrances at the time of dedication. Developer must remove all liens and encumbrances at its sole expense before dedication to the City and warrant such clear title at Developer's sole expense. Developer is responsible for obtaining any public or private utility easements or authorization to accommodate the Subdivision.

2.5 Commence and complete construction of the Public Improvements within the time and dates set forth in Section 5. The Public Improvements are deemed completed when the City accepts them as conforming to the improvement plans by recordation of a Notice of Acceptance. Notwithstanding the above, Developer must make available for public use any streets, curbs, gutters, sidewalks or walkways, streetlights, street furniture, storm drain improvements, fire hydrants, and any other facilities intended for general public use, which are installed, altered or affected by the Work, as soon as they can be safely placed in service.

2.6 Install all subdivision public monuments required by law before recordation of the Notice of Acceptance. Developer must install all subdivision boundary and individual property monuments within the time specified in the Engineer's Statement on the approved Final Map for the Subdivision.

2.7 RESERVE.

2.8 The construction, installation and completion of the Public Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "**Work.**"

3. ACQUISITION AND DEDICATION OF EASEMENTS OR RIGHTS-OF-WAY. If any of the Public Improvements contemplated by this Agreement will be constructed on land not owned by Developer, the Developer must not commence construction before:

**City of Belmont Subdivision Improvement Agreement.
Belmont Family Apartments, L.P.
800-803 Belmont Avenue Residential Project**

3.1 The Developer makes an irrevocable offer of dedication to the City of appropriate rights-of-way, easements or other interests in real property, and obtains appropriate authorization from the property owner to allow construction of the improvements or work, or

3.2 The Developer dedicates to, and the City accepts, the appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or

3.3 The issuance to the City by a court of competent jurisdiction an order of possession. Developer must comply with the order of possession.

3.4 Nothing in this Section shall be construed as granting an extension of time to Developer.

4. DUTY TO MAINTAIN.

4.1 Developer must maintain all the Public Improvements in a state of good repair until they are completed by Developer, approved and accepted as conforming to the improvement plans, and accepted by a public utility or the City as part of its system. Maintenance must include, but is not limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, storm drains and sanitary sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer is responsible to initiate all maintenance work, but if it should fail to do so, it must promptly perform such maintenance work when notified by City.

4.2 If Developer fails to maintain the improvements, and the failure is not cured after written notice by City, then City may do all work necessary for such maintenance and the cost thereof is the responsibility of Developer and its surety under this Agreement.

4.3 City is not responsible for the maintenance of the Public Improvements until the City formally accepts them by City Council resolution as part of its system of publicly maintained improvements in accordance with its policies and procedures. City is not responsible for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition before acceptance, except for damage caused by a willful misconduct or active negligence of the City.

4.4 Any use by any person of the Public Improvements, or any portion thereof, will be at the sole and exclusive risk of the Developer at all times before City's acceptance of the Public Improvements into its system.

5. **COMMENCEMENT AND COMPLETION DATE.** Developer will notify City in writing at least 24 hours before the commencement of the Work. Developer must complete the Work within 365 days of the Effective Date. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices. The completion date may be extended by the City Engineer in consultation with the City Attorney in its sole and absolute discretion. A request by the Developer to extend the completion date must be accompanied by a written assurance acceptable to the City Attorney that the required securities will remain enforceable throughout the term of the extension.

6. **ESTIMATED COST OF WORK.** The estimated cost of the Work is \$1,003,000. Notwithstanding this estimate, Developer hereby acknowledges and agrees that (a) the actual costs to complete the Work may significantly exceed this estimate, (b) this estimate in no way limits Developer's financial obligation, and (c) that Developer is obligated to complete the Work at its own cost, expense, and liability.

7. MODIFICATIONS TO THE PLANS. Approval of this Agreement by City does not release Developer of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his or her reasonable discretion, the Improvement Plans are deemed inadequate in any respect Developer agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with this Agreement.

8. REPAIRS. Developer agrees to repair or have repaired in a timely manner at its sole cost and expense all public or private property damaged as a result of or incidental to the Work or in connection with the development of the Property or to pay to the property owner of any property the full cost of such repair. In addition, Developer shall obtain the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer has paid the full cost of such repair. The City has no obligation whatsoever to approve or accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and required written acceptances have been provided to the City Engineer.

9. FOREMAN OR SUPERINTENDENT. Before commencement of the Work, and at all times until the Work is complete, the Developer must employ and name in writing to the City Engineer a competent foreman or superintendent, satisfactory to the City Engineer, with authority to act for and on behalf of Developer, who must be present on the Property during the performance of the Work and may not be changed without advance notification to and approval of the City Engineer. Developer must provide the City with emergency contact information for the foreman or superintendent before commencement of the Work.

10. EXAMINATION OF WORK. All of the Work shall be performed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. No Work shall be performed without inspection by City. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and work days.

11. INSPECTION, ADMINISTRATION AND TESTING.

11.1 Developer must at all times maintain proper facilities and safe access for inspection of the Public Improvements by City inspectors and to the shops and facilities wherein any work is in preparation. Upon completion of the Public Improvement work, the Developer may request a final inspection by the City Engineer or the City Engineer's authorized representative. The City Engineer may not execute or record the Notice of Acceptance unless the Developer has completed all aspects of the work in accordance with the Improvement Plans. When applicable law requires an inspection at a particular stage of construction of the Public Improvements, Developer may not proceed with additional work until the inspection has been made and the work approved.

11.2 Developer must pay to City the actual cost for all inspection, administration and testing services furnished by City in connection with this Agreement, including those performed by consultants under contract with the City (the "City Costs"). The estimated cost for City Costs is \$53,700. (the "Estimated Cost"). Concurrently with the execution of this Agreement, Developer shall deposit an amount equal to the Estimated Cost with City for the payment of the City Costs. In the event that the Estimated Cost is insufficient to cover the actual City Costs incurred, Developer must, upon notice in writing by the City Engineer, deposit such additional

**City of Belmont Subdivision Improvement Agreement.
Belmont Family Apartments, L.P.
800-803 Belmont Avenue Residential Project**

amount as may be required to pay the City Costs. Any amount of the Estimated Cost, initial deposit or additional amounts deposited remaining after payment of all City Costs will be returned to Developer. City may, at its discretion, deposit such funds in an interest-bearing account and retain any and all interest earned.

12. COMPLIANCE WITH LAWS. Developer shall fully comply with all federal, state and local laws, ordinances and regulations, including the Subdivision Ordinance, in the performance of this Agreement. Developer shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the Property. Copies or proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the City Engineer upon request.

13. ENCROACHMENT PERMITS. Developer must obtain, at its sole cost and expense, any encroachment permits required by the City in order to perform the Work. Before excavating within the public right of way for connections to public utilities, Developer must provide to the City documentation satisfactory to the City Engineer that the providers of such utilities services have agreed to serve the Subdivision.

14. SECURITY. Developer must furnish bonds in the following amounts to the City on a form approved by the City Attorney, in compliance with state law, and issued by a surety company duly and regularly authorized to do general surety business in the State of California, or such other surety under Government Code Section 66499 as may be acceptable to the City.

14.1 Improvement Security. Concurrent with the execution of this Agreement, and before the commencement of any Work, Developer must provide:

14.1.1 Performance Security. A performance bond, in the form required by Government Code Section 66499.1, in the amount of 100 % of the estimated cost of the Public Improvements to secure faithful performance of this Agreement (until the date on which the City accepts the Work as complete); and

14.1.2 Payment Security. A labor and material bond, in the form required by Government Code Section 66499.2, in the amount of 100% of the estimated cost of the Public Improvements to secure payment by Developer to laborers and materialmen (until the date by which claims by laborers and materialmen are required by law to be made); and

14.2 Warranty Security. Developer must furnish and deliver a warranty bond against any defective work or labor done or defective materials furnished in the amount of 10% of the value of the Public Improvements upon acceptance and final approval of the Public Improvements and before release of the entirety of the Performance Bond. The bond must guarantee and warranty the Work for a period of one year following the date of recordation of the notice of acceptance of the Public Improvements against any defective work or labor done, or defective materials furnished.

14.3 Conditions. Securities are subject to the following conditions.

14.3.1 If either upon execution of this Agreement or during the course of performance the City considers that it is necessary to have an updated engineer's estimate prepared, the City shall provide written notice to Developer. Developer shall provide such estimate within the timeframe set forth in the City's notice and shall make such modifications to the estimate as may be reasonably requested by City. Any changes not exceeding 10% of the original estimated cost of the Public Improvements do not relieve the security. In the event

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that changes to the Improvement Plans cause an increase of more than 10% over the original estimated cost of the Public Improvements, Developer must provide Performance Security for 100% of the total estimated cost of the Public Improvements as changed. If Developer is required to post additional security, the City may require either a cash deposit or a surety bond guaranteeing performance in a form and signed by sureties satisfactory to City.

14.3.2 Developer's security shall compensate the City for the actual cost of completing the required Public Improvements in the event of default by the Developer in the performance of this Agreement, regardless of whether the City's cost of completion exceeds the estimated total cost of the Public Improvements.

14.3.3 Any request by the Developer for an extension of time for the commencement or completion of the work under this Agreement may be granted by the City without notice to Developer's surety and such extensions shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement.

14.3.4 As a condition of granting any extension for the commencement or completion of the work under this Agreement, the City Engineer may require Developer 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.

14.3.5 If the Developer seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Developer to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed to be a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.

14.4 Release of Security. The City will release the securities required by this Agreement as follows:

14.4.1 Performance Security. The City shall release the Performance Security upon recordation of the Notice of Acceptance or as may otherwise be authorized in accordance with Government Code section 66499.7.

14.4.2 Payment Security. The City shall release the Payment Security in accordance with Government Code section 66499.7.

14.4.3 Warranty Security. The City shall release the Warranty Security upon expiration of the warranty period and settlement of any claims filed during the warranty period.

14.5 Retention. The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees, as set forth in Government Code section 66499.4.

15. NO WAIVER BY CITY. Inspecting of the work or materials, or approval of work or materials, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all or any portion of the work or materials, or payments thereof, or any combination of all of these acts shall not relieve Developer or its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

16. COMPLETION OF WORK. After Developer (a) completes the Work in accordance with

the Improvement Plans and the terms and conditions of this Agreement, and (b) repairs any private or public property damaged as a result of the Work, or pays the full cost of such repair to the owner whose property was damaged, and obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair in accordance with Section 8, Developer will provide City with a written notice of completion, together with copies of all written acceptances as described in Section 8, and offer to dedicate the improvements for public use. City, in its sole and absolute discretion, may accept or give final approval to the Work in phases and allow a partial release of the security.

17. FINAL ACCEPTANCE.

17.1 Notice of Completion. Within 15 days of receipt of Developer's written notification under Section 16, City Engineer shall inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repair are complete to the satisfaction of the City Engineer, and whether the written acceptances described in Section 8 have been provided. If the Work and repair are, in the opinion of the City Engineer, not complete, not satisfactory, or written acceptances have not been provided, the City Engineer will list the deficiencies that must be corrected to find the Work and repair complete and satisfactory. Upon satisfactory completion of the Work and repair and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. The requirement for written acceptances may be waived by the City Engineer if Developer has made commercially reasonable efforts to obtain such acceptances. City Engineer's failure to respond to Developer's written notification within 15 days will not be deemed a breach or default under this Agreement.

17.2 Acceptance of Work. After sending Developer a written notice of satisfactory completion, the City Engineer will make recommendations to the City Council regarding acceptance of the Work. The acceptance of work shall be by resolution. Upon adoption of such resolution, the City Engineer shall record a notice of acceptance, in a form to be approved by the City Attorney, in the Official Records of San Mateo County. Acceptance of the work by the City shall be deemed as final approval of the completed improvements that are not accepted for ownership by the City.

17.3 Acceptance of Dedications. In conjunction with the recommendation to accept the Work, the City Engineer will make a recommendation regarding the acceptance of any offers of dedication for public use shown on the final map for, or separately recorded against, the Property, including Public Improvements offered for public use ("**Dedicated Property**"). The Dedicated Property shall be conveyed free and clear of all liens, encumbrances, assessments and leases (recorded and unrecorded), except items approved by City in writing. City may require Developer to obtain and pay for title insurance in connection with any such approvals of title exceptions. Acceptance of offers of dedication for public use shall not be deemed acceptance as part of the City's street system or other system of improvements and shall not constitute acceptance for purposes of maintenance by the City.

17.4 Title to Improvements. Title to, and ownership of, all Public Improvements constructed by Developer under this Agreement within the public right of way, or designated for public use, shall vest in City upon City's acceptance of such improvements into its street system or other system of improvements, as the case may be.

18. EROSION CONTROL. Developer shall take all necessary actions during the Work to prevent erosion damage and to prevent migration of soil or silt- or sediment-contaminated storm water run-off onto streets or other properties or into creeks, seasonal drainage courses or the public storm drain system.

In the event of failure on the part of Developer to prevent erosion or soil migration or storm water contamination, City may implement any and all erosion or storm water protection and mitigation measures it determines to be necessary on an emergency basis and Developer shall, within 30 days of receiving notice in writing from the City Engineer, reimburse City for all of City's actual expenses incurred (including administrative and legal expenses) in implementing such erosion protection and mitigation measures. If Developer fails to timely reimburse City, City may proceed against the Performance Security to cover all of City's actual expenses.

19. FINAL DRAWINGS. Upon completion of the Work and before final acceptance and approval, Developer shall deliver to City a set of "as-built" drawings. These drawings shall be in a form acceptable to the City Engineer, shall be certified as being "as-built" and shall reflect the Work as actually constructed, with any and all changes incorporated therein. The drawings shall be signed and sealed as accurate by the engineer of record.

20. REVERSION TO ACREAGE. If Developer fails to perform its obligations under this Agreement, and has not cured the default within a reasonable time which may be specified in written notice from the City, Developer consents to the reversion to acreage of Property pursuant to Government Code section 66499.16 at Developer's sole cost and expense, subject to Government Code Section 66499.19.

21. WARRANTY. Without limiting the foregoing, Developer expressly warrants and guarantees all Work and all materials used in the Work for a period of one year after the date of recordation of the notice of acceptance of the Improvements. If, within this one-year period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the Work, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work or Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to the City upon demand the actual cost of such repairs, replacements or reconstruction plus 15 percent.

22. DEVELOPER NOT AGENT OF CITY. Neither Developer nor Developer's contractors, subcontractors, agents, officers, or employees are agents, partners, joint venturers or employees of City and the Developer's relationship to the City, if any, arising here from is strictly that of an independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Further, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

23. IMPROVEMENT INDEMNIFICATION. Developer agrees to indemnify, defend and hold the City, its elective and appointed boards, commissions, officers, agents, employees and consultants, harmless from and against any and all claims, liabilities, losses, damages, injuries, penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses of any kind or nature (collectively, "Claims") arising out of this Agreement, including without limitation Developer's, or Developer's contractors', subcontractors', agents' or employees', acts, omissions, or operations under this Agreement, and the performance of the Work, whether such acts, omissions, or operations are by Developer or any of Developer's contractors, subcontractors, agents or employees. Nothing herein

requires Developer to indemnify the City for Claims to the extent caused by the sole or gross negligence or willful misconduct of the City. This indemnity shall apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Work or Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims. The City does not and shall not waive any of its rights under this indemnity provision because of its acceptance of the bonds or insurance required under the provisions of this Agreement. Developer's obligation to defend and indemnify City shall survive the expiration or termination of this Agreement and will continue until such time as the improvements are accepted by the City for maintenance.

24. PROJECT APPROVAL INDEMNIFICATION. Developer shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Developer of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Developer shall not be required to pay or perform any settlement unless the settlement is approved by the Developer.

25. INSURANCE. During the performance of the Work and until both the expiration of the Warranty Period under Section 21 and such time as the City accepts the Improvements for maintenance, Developer shall maintain at its cost and expense the following insurance coverage against Claims, including Claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work and the results of that Work by the Developer, its contractors, agents, representatives, employees or subcontractors. This Agreement identifies the minimum insurance levels with which Developer must comply; however, the minimum insurance levels do not relieve Developer of any other performance responsibilities under this Agreement (including the indemnity requirements). City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

25.1 Coverage. Developer must maintain insurance in the following minimum levels:

25.1.1 Workers' Compensation. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease..

25.1.2 Commercial General Liability (CGL). Commercial general liability with coverage at least as broad as ISO form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal injury \$5,000,000 per occurrence and \$10,000,000 aggregate.

25.1.3 Reserved.

25.1.4 Automobile Liability. Automobile liability with coverage at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1), or if Developer has no owned autos, hired, (Code 8) and non-owned autos (Code 9) in an amount not less than \$5,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Developer's vehicle usage in performing services hereunder).

25.2 Additional Coverage. Developer may carry, at its own expense, any additional insurance it deems

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necessary or prudent. If Developer maintains higher levels than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Developer. Any available insurance proceeds in excess of the specified minimum levels of insurance and coverage shall be available to the City.

25.3 Insurer Qualifications. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

25.4 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:

25.4.1 Developer must reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or,

25.4.2 Developer must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

25.5 Subrogation Waiver. Developer hereby grants to City a waiver of any right to subrogation which any insurer of Developer may acquire against the City by virtue of the payment of any loss under such insurance. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Developer, its employees, agents and subcontractors. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

25.6 Evidence of Coverage. Concurrently with the execution of this Agreement, Developer must furnish City with original certificates and amendatory endorsements, or copies of information or declaration page listing all policy endorsements of the insurance required hereunder. However, failure to obtain the required documents before the work beginning shall not waive Developer's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

25.7 Endorsements. The insurance policies must be endorsed as follows:

25.7.1 For commercial general liability and automobile liability insurance, the City (including its elected officials, employees, and agents) must be named as an additional "insured". The endorsement must include liability arising out of work or operations performed by or on behalf of Developer including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of Developer. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form CG 20 10, GC 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.

25.7.2 Developer's insurance is primary to any other insurance (including self-insurance) available to the City (including its elected officials, employees, and agents) with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.

25.7.3 No policy shall be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City by first class mail.

25.8 Claims Made Policies. If any required coverage is made on a claims-made form:

25.8.1 The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.

25.8.2 Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the contract of work.

25.8.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” before the contract effective date, Developer must purchase “extended reporting” coverage for a minimum of 5 years after completion of contract work.

25.8.4 A copy of the claims reporting requirements must be submitted to City for review.

25.8.5 If the services involve lead-based paint or asbestos identification/remediation, Developer’s Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Developer’s Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

25.9 Subcontractors. Developer must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Developer must ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors must provide coverage with a format least as broad as CG 20 38 04 13.

26. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City Risk Manager’s office by email at finance@belmont.gov, and Developer shall promptly submit to the City’s Risk Manager and the City’s Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Developer's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

27. PAYMENTS. Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code section 66499.7, the Labor and Materials security provided by Developer under this Agreement shall not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 8424.

28. DEFAULT BY DEVELOPER.

28.1 Default of Developer shall include, but not be limited to:

28.1.1 Developer’s failure to timely commence construction of Public Improvements under this Agreement;

28.1.2 Developer’s failure to timely complete construction of the Public Improvements;

28.1.3 Developer’s failure to timely cure any defect in the Public Improvements;

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28.1.4 Developer's failure to perform substantial construction work for a period of 20 consecutive calendar days after commencement of the work;

28.1.5 Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within 30 days;

28.1.6 The commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

28.1.7 Developer's failure to perform any other obligation under this Agreement.

28.2 The City reserves all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Public Improvements in accordance with the Improvement Plans and Specifications contained herein. In the event Developer fails to cure any default under this Agreement within twenty (20) days after the City mails written notice of such default to the Developer and the Developer's surety, Developer authorizes City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance by the City.

28.3 City may take over the work and complete the Public Improvements, by contract or by any other method City deems appropriate, at the expense of Developer. In such event, City, without liability for so doing, may complete the Public Improvements using any of Developer's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Public Improvements.

28.4 The Developer's failure to comply with the terms of this Agreement constitutes Developer's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Developer specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Developer shall be within the sole discretion of the City. The remedy provided by this Subsection is in addition to all other remedies available to City. Developer agrees that the choice of remedy or remedies for Developer's breach shall be in the discretion of City.

28.5 In the event the Developer fails to perform any obligation hereunder, Developer 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, and other professionals, and court costs.

28.6 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 Developer.

29. NOTICES. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as

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either party may from time-to-time designate by next day delivery or by mail as provided in this Section.

City of Belmont	Developer
City Manager One Twin Lanes, Suite 340 Belmont, CA 94002	Belmont Family Apartments, L.P. a California limited partnership 22 South Santa Cruz Avenue Los Gatos, CA 95030 Attn: Jim Campbell

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

30. TRANSFERS; ASSIGNMENTS. Developer may assign its obligations under this Agreement to successor owner(s) of the Property with the prior written consent of the City. In connection with any such assignment, Developer and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form acceptable to the City Attorney.

31. BINDING UPON HEIRS, SUCCESSORS AND ASSIGNS. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be binding upon a purchaser or transferee of any portion of the Property unless this Agreement has been assigned pursuant to Section 30. If this Agreement has not been assigned or if the assignment has not been consented to by City, it shall remain binding on Developer.

32. HEADINGS. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

33. SEVERABILITY. If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.

34. ENTIRE AGREEMENT. The terms and conditions of this Agreement constitute the entire agreement between City and Developer with respect to the matters addressed in this Agreement. This Agreement may not be altered, amended or modified without the written consent of both parties.

35. GOVERNING LAW; VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of San Mateo, State of California.

36. AUTHORITY. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

37. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and of each and

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every term and condition hereof

38. RUNS WITH THE LAND; RECORDATION. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of San Mateo County.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the last date signed below (the “Effective Date”).

CITY OF BELMONT

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Scott M. Rennie, City Attorney

DEVELOPER

BELMONT FAMILY APARTMENTS, L.P.
a California limited partnership

By: _____

(print name) (print title)

Date: _____

By: _____

(print name) (print title)

Date: _____

OWNER'S STATEMENT

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

WE HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR PUBLIC UTILITY PURPOSES AND APPURTENANCES THERETO AND THE RIGHT TO CONSTRUCT, INSTALL, USE, REPAIR, REPLACE AND MAINTAIN UTILITIES ON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "P.U.E." (PUBLIC UTILITY EASEMENT). SAID PUBLIC UTILITY EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT FOR LAWFUL FENCES, LAWFUL UNSUPPORTED ROOF OVERHANGS, IRRIGATION SYSTEMS, UTILITY COMPANY STRUCTURES AND APPURTENANCES THEREOF.

WE HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR EMERGENCY VEHICLE INGRESS AND EGRESS PURPOSES ON OR OVER THOSE STRIPS OF LAND DESIGNATED AND DELINEATED AS "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT). THE PERPETUAL MAINTENANCE OF IMPROVEMENTS WITHIN THE EASEMENT AREA SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.

WE HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR PUBLIC ACCESS PURPOSES ON OR OVER THOSE STRIPS OF LAND DESIGNATED AND DELINEATED AS "P.A.E." (PUBLIC ACCESS EASEMENT). THE PERPETUAL MAINTENANCE OF IMPROVEMENTS WITHIN THE EASEMENT AREA SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.

AS OWNER:

Belmont Family Apartments, L.P., a california limited partnership

by: ROEM Belmont Family Apartments, LLC, a california limited liability company, its administrative general partner

by: Robert Emami, Manager

By: Pach San Jose Holdings, LLC, a California limited liability company, its managing general partner

By: Pacific Housing, Inc., a California nonprofit public benefit corporation, its manager

By: Mark A. Wiese, President

OWNER'S ACKNOWLEDGMENT

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

STATE OF)SS.
COUNTY OF)

ON 20 , BEFORE ME,
A NOTARY PUBLIC,

PERSONALLY APPEARED

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

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

WITNESS MY HAND.

NOTARY'S SIGNATURE:

PRINTED NAME:

COUNTY OF PRINCIPAL PLACE OF BUSINESS:

COMMISSION No.:

COMMISSION EXPIRATION DATE:

PARCEL MAP
803 BELMONT AVENUE

CONSISTING OF 4 SHEETS

BEING A MERGER OF A PORTION OF LOTS 1 & 2, AND ALL OF LOTS 3, 4, 5, 6 AND 7 IN BLOCK 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 1, E.D. SWIFT TRACT", FILED FOR RECORD ON JULY 16, 1913 IN BOOK 9 OF MAPS AT PAGE 3, RECORDS OF SAN MATEO COUNTY.

LYING ENTIRELY WITHIN THE
CITY OF BELMONT, SAN MATEO COUNTY, CALIFORNIA

DATE: APRIL 2024



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

OWNER'S ACKNOWLEDGMENT

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

STATE OF)SS.
COUNTY OF)

ON 20 , BEFORE ME,
A NOTARY PUBLIC,

PERSONALLY APPEARED

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

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

WITNESS MY HAND.

NOTARY'S SIGNATURE:

PRINTED NAME:

COUNTY OF PRINCIPAL PLACE OF BUSINESS:

COMMISSION No.:

COMMISSION EXPIRATION DATE:

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 ROEM CORPORATION, IN AUGUST 2023. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE DECEMBER 31, 2025; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

4.11.2024

DATE

DAVIS THRESH
P.L.S. NO. 6868

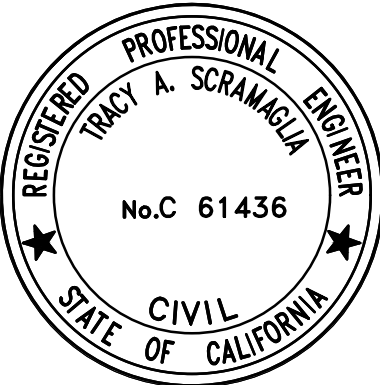


CITY ENGINEER'S STATEMENT

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

DATE:

NAME:
TRACY SCRAMAGLIA
ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF BELMONT, CALIFORNIA
RCE 61436



CITY TECHNICAL REVIEWER'S STATEMENT

I, ANNE-SOPHIE TRUONG, DO HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE:

ANNE-SOPHIE TRUONG
CITY TECHNICAL REVIEWER
CITY OF BELMONT, CALIFORNIA
P.L.S. NO. 8998



CITY CLERK'S STATEMENT

I, JOZI PLUT, CITY CLERK OF THE CITY OF BELMONT, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL, BY RESOLUTION ADOPTED AT A REGULAR MEETING, ON THE DAY OF 20, DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, ALL EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION WITH THE PROVISIONS THAT THE CITY DOES NOT HEREBY ASSUME ANY RESPONSIBILITY FOR MAINTENANCE OR REPAIR OF SAID IMPROVEMENTS.

JOZI PLUT
CITY CLERK
CITY OF BELMONT, CALIFORNIA

DATE

COUNTY RECORDER'S STATEMENT

FILED THIS DAY OF 20, AT: A.M./P.M.

IN VOLUME OF PARCEL MAPS, AT PAGES, AT

THE REQUEST OF BKF ENGINEERS.

FILE NO. FEE:

MARK CHURCH, SAN MATEO COUNTY RECORDER

BY: DEPUTY RECORDER

BENEFICIARY’S STATEMENT

CITY OF BELMONT, AS BENEFICIARY UNDER DEED OF TRUST, RECORDED APRIL 12, 2024 IN DOCUMENT NO. 2024–018970, OFFICIAL RECORDS OF SAN MATEO COUNTY; ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____

NAME: _____

TITLE: _____

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 _____)SS.
COUNTY OF _____)

ON _____ 20 __, BEFORE ME, _____, A NOTARY PUBLIC,
PERSONALLY APPEARED _____

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

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

WITNESS MY HAND:

NOTARY’S SIGNATURE: _____

NOTARY’S PRINTED NAME: _____

NOTARY’S PRINCIPAL PLACE OF BUSINESS: _____

NOTARY’S COMMISSION No.: _____

NOTARY’S COMMISSION EXPIRATION DATE: _____

BENEFICIARY’S STATEMENT

COUNTY OF SAN MATEO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AS BENEFICIARY UNDER DEED OF TRUST, RECORDED APRIL 12, 2024 IN DOCUMENT NO. 2024–018968, OFFICIAL RECORDS OF SAN MATEO COUNTY; ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____
RAYMOND HODGES
DEPARTMENT OF HOUSING,
COUNTY OF SAN MATEO

BENEFICIARY’S STATEMENT

HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, AS BENEFICIARY UNDER DEED OF TRUST, RECORDED APRIL 12, 2024 IN DOCUMENT NO. 2024–018969, OFFICIAL RECORDS OF SAN MATEO COUNTY; ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____
RAYMOND HODGES
EXECUTIVE DIRECTOR

PARCEL MAP
803 BELMONT AVENUE

CONSISTING OF 4 SHEETS

BEING A MERGER OF A PORTION OF LOTS 1 & 2, AND ALL OF
LOTS 3, 4, 5, 6 AND 7 IN BLOCK 5, AS SHOWN ON THAT
CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 1, E.D. SWIFT
TRACT", FILED FOR RECORD
ON JULY 16, 1913 IN BOOK 9 OF MAPS AT PAGE 3,
RECORDS OF SAN MATEO COUNTY.

LYING ENTIRELY WITHIN THE
CITY OF BELMONT, SAN MATEO COUNTY, CALIFORNIA

DATE: APRIL 2024



ENGINEERS–SURVEYORS–PLANNERS
1730 NORTH FIRST STREET, SUITE 600
SAN JOSE, CALIFORNIA 95112

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 _____)SS.
COUNTY OF _____)

ON _____ 20 __, BEFORE ME, _____, A NOTARY PUBLIC,
PERSONALLY APPEARED _____

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

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

WITNESS MY HAND:

NOTARY’S SIGNATURE: _____

NOTARY’S PRINTED NAME: _____

NOTARY’S PRINCIPAL PLACE OF BUSINESS: _____

NOTARY’S COMMISSION No.: _____

NOTARY’S COMMISSION EXPIRATION DATE: _____

BENEFICIARY’S STATEMENT

CITIBANK, N.A., AS PRESENT BENEFICIARY UNDER DEED OF TRUST, RECORDED APRIL 12, 2024, IN DOCUMENT NO. 2024–018966, OFFICIAL RECORDS OF SAN MATEO COUNTY, BY ASSIGNMENT OF DEED OF TRUST RECORDED APRIL 12, 2024 IN DOCUMENT 2024–018967, OFFICIAL RECORDS OF SAN MATEO COUNTY; ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____

NAME: _____

TITLE: _____

DEAL ID NO. 60001200

BENEFICIARY’S STATEMENT

ROEM WEST, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER DEED OF TRUST, RECORDED APRIL 12, 2024 IN DOCUMENT NO. 2024–018971, OFFICIAL RECORDS OF SAN MATEO COUNTY; ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____

NAME: _____

TITLE: _____

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 _____)SS.
COUNTY OF _____)

ON _____ 20 __, BEFORE ME, _____, A NOTARY PUBLIC,
PERSONALLY APPEARED _____

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

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

WITNESS MY HAND:

NOTARY’S SIGNATURE: _____

NOTARY’S PRINTED NAME: _____

NOTARY’S PRINCIPAL PLACE OF BUSINESS: _____

NOTARY’S COMMISSION No.: _____

NOTARY’S COMMISSION EXPIRATION DATE: _____

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 _____)SS.
COUNTY OF _____)

ON _____ 20 __, BEFORE ME, _____, A NOTARY PUBLIC,
PERSONALLY APPEARED _____

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

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

WITNESS MY HAND:

NOTARY’S SIGNATURE: _____

NOTARY’S PRINTED NAME: _____

NOTARY’S PRINCIPAL PLACE OF BUSINESS: _____

NOTARY’S COMMISSION No.: _____

NOTARY’S COMMISSION EXPIRATION DATE: _____

LEGEND

- FOUND MONUMENT, AS NOTED ON MAP
- IRON PIPE, AS NOTED ON MAP
- ✕ FOUND MAG NAIL, NO TAG PER 43 L.L.S. 81
- SET 3/4" IRON PIPE WITH PLASTIC PLUG AND TACK, STAMPED "LS 6868"
- DISTINCTIVE BORDER LINE
- CENTER LINE
- EASEMENT LINE
- LOT LINES PER 9 MAPS 3 TO BE ELIMINATED
- ADJOINER LOT LINES
- CENTER LINE PER 9 MAPS 3
- IP-IP IRON PIPE TO IRON PIPE DISTANCE
- (T) TOTAL DISTANCE VALUE
- (R) RADIAL BEARING
- () RECORD DATA

REFERENCE MAPS

- (R1) 9 MAPS 3
- (R2) 96 MAPS 52-55
- (R3) ROS NO. 2952, 43 L.L.S. 81
- (R4) ROS NO. 3213, 46 L.L.S. 56
- (R5) ROS, 7 L.L.S. 12
- (R6) 32 MAPS 37-38

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	955.70'	0°21'07"	5.87'
C2	975.70'	0°23'26"	6.65'
C3	149.14'	3°05'39"	8.05'

LINE TABLE

NO.	BEARING	LENGTH
L1	N18°05'28"E	20.00'

PARCEL MAP

803 BELMONT AVENUE

CONSISTING OF 4 SHEETS

BEING A MERGER OF A PORTION OF LOTS 1 & 2, AND ALL OF LOTS 3, 4, 5, 6 AND 7 IN BLOCK 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 1, E.D. SWIFT TRACT", FILED FOR RECORD ON JULY 16, 1913 IN BOOK 9 OF MAPS AT PAGE 3, RECORDS OF SAN MATEO COUNTY.

LYING ENTIRELY WITHIN THE CITY OF BELMONT, SAN MATEO COUNTY, CALIFORNIA

SCALE 1" = 40'

DATE: APRIL 2024



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

BASIS OF BEARINGS

THE BEARING SOUTH 40°34'00" WEST OF THE CENTER LINE OF DAVEY GLEN ROAD, AS SHOWN ON MAP ENTITLED "BEL ARBOR", FILED FOR RECORD ON NOVEMBER 17, 1977 IN BOOK 96 OF MAPS AT PAGES 52 THROUGH 55, RECORDS OF SAN MATEO COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

NOTES

- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS A TOTAL AREA OF 1.452 ACRES± (NET) AND 1.611 ACRES (GROSS).
- PROPOSED EASEMENTS ARE SHOWN ON SHEET 4.

FOUND RAILROAD SPIKE WITH CHISELED CROSS, AT INTERSECTION WITH MALCOLM AVE. PER R3

(S87°37'W 109.67')R1&R3
(S88°31'34"W 110.11')

(N73°W 100')R1
(N72°33'25"W 100.00')

SEE DETAIL "F"

(N78°W 100')R1
(N77°33'25"W 99.96')

(N72°30'00"W 100.50')R3
(N72°03'25"W 101.02')

(N75°00'00"W 98.52')R3
(N74°33'25"W 98.55')

(S81°00'00" 96.14')R3
(N80°33'25"W 96.18')

(S81°00'00" 96.14')R3
(N80°33'25"W 96.18')

(S81°00'00" 96.14')R3
(N80°33'25"W 96.18')

(S81°00'00" 96.14')R3
(N80°33'25"W 96.18')

(S81°00'00" 96.14')R3
(N80°33'25"W 96.18')

DETAIL "A" NO SCALE

DETAIL "D" NO SCALE

DETAIL "B" NO SCALE

DETAIL "E" NO SCALE

DETAIL "C" NO SCALE

DETAIL "F" NO SCALE

SURVEY NOTES

- THE LOTS BEING MERGED ON THIS PARCEL MAP WERE CREATED BY THE SUBDIVISION MAP ("SUBDIVISION No. 1, E.D. SWIFT TRACT") RECORDED IN BOOK 9 OF MAPS, AT PAGE 3, SAN MATEO COUNTY RECORDS. BLOCKS 3, 4 & 5 OF SAID MAP DO NOT CLOSE MATHEMATICALLY USING THE DATA PROVIDED. WE RESOLVED THE CENTERLINE OF BELMONT AVENUE BY HOLDING 20' OFFSETS FROM THE FOUND IRON PIPES PER R3 (43--LLS--81), HOLDING A RECORD POSITION OF THE SIDELINE OF EL CAMINO REAL AND RESOLVING THE CENTERLINE OF BELMONT AVE. HEADING WESTERLY. RATHER THAN MIMIC THE SIDELINE AS SHOWN ON RECORD OF SURVEY 43--LLS--81, WE FIT CURVES ALONG THESE SIDELINES PER THE ORIGINAL MAP AS WE BELIEVE THE CENTERLINE SEGMENTS ARE CHORD LENGTHS, THUS THEIR ENDPOINTS DEFINE CURVES. THEREFORE, FOR THE LENGTH OF OUR PROJECT ALONG BELMONT AVE. WE ARE SHOWING CURVED SIDELINES.
- BOUNDARY RESOLUTION AS SHOWN IS AS FOLLOWS:
 - THE SIDELINE OF EL CAMINO REAL WAS RESOLVED BY HOLDING THE BRASS DISC AT THE NORTHERLY END OF OUR BEARING BASE AND THE FOUND IRON PIPE AT ANITA AVE. AND EL CAMINO REAL.
 - THE POSITION OF THE SOUTHEASTERLY BOUNDARY OF SUBJECT PARCEL WAS DETERMINED BY HOLDING THE SOUTHERLY MOST MONUMENT FOUND AS SHOWN HEREON (TAGGED LS 7701) AND A RECORD DISTANCE FROM THE MONUMENT AT THE CENTERLINE OF DAVEY GLEN ROAD AND THE SIDELINE OF EL CAMINO REAL PER SURVEY NOTE 2A (SEE ABOVE).
 - FRONTAGE OF SUBJECT PARCEL ALONG BELMONT AVENUE WAS DETERMINED PER SURVEY NOTE 1 (SEE ABOVE).
 - THE NORTHWESTERLY AND SOUTHWESTERLY BOUNDARIES WERE RESOLVED BY HOLDING RECORD LENGTHS OF LOTS 2 THROUGH 7 ALONG THE SOUTHERLY SIDELINE OF BELMONT AVENUE AND HOLDING THE RECORD LENGTHS OF THE SOUTHEASTERLY LINES OF LOTS 1, 3 THROUGH 5, AND THE RECORD LENGTH OF THE SOUTHWESTERLY LINES OF LOTS 6 AND 7 (SOUTHWESTERLY TERMINUS OF SAID NORTHWESTERLY BOUNDARY). SEE MAP FOR COMPARISON OF RECORD V. MEASURED ANGLES BETWEEN THE SOUTHEASTERLY AND NORTHEASTERLY LINES OF LOT 10.
- CENTERLINE OF ANITA AVENUE IS RESOLVED USING THE FOUND RAILROAD SPIKE AT THE CENTERLINE OF MALCOLM AND ANITA, AND A POINT TANGENT TO THE NORTHWESTERLY SIDE OF A CIRCLE OF DIAMETER 25.00 FEET, DRAWN ABOUT THE IRON PIPE FOUND AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF ANITA AVENUE AND THE SOUTHWESTERLY SIDELINE OF EL CAMINO REAL (SEE MAP).

32 MAPS 38

MALCOLM AVENUE

(WIDTH VARIES, 40' PER 9 MAPS 3 & 50' PER 32 MAPS 38)

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

PARCEL A

1.452 ACRES± (NET)
1.611 ACRES± (GROSS)

BLOCK 5, 9 MAPS 3

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

LOT 10

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LOT 1

LOT 10

LOT 9

PARCEL MAP

803 BELMONT AVENUE

CONSISTING OF 4 SHEETS

BEING A MERGER OF A PORTION OF LOTS 1 & 2, AND ALL OF LOTS 3, 4, 5, 6 AND 7 IN BLOCK 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 1, E.D. SWIFT TRACT", FILED FOR RECORD ON JULY 16, 1913 IN BOOK 9 OF MAPS AT PAGE 3, RECORDS OF SAN MATEO COUNTY.

LYING ENTIRELY WITHIN THE CITY OF BELMONT, SAN MATEO COUNTY, CALIFORNIA

SCALE 1" = 40' DATE: APRIL 2024



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

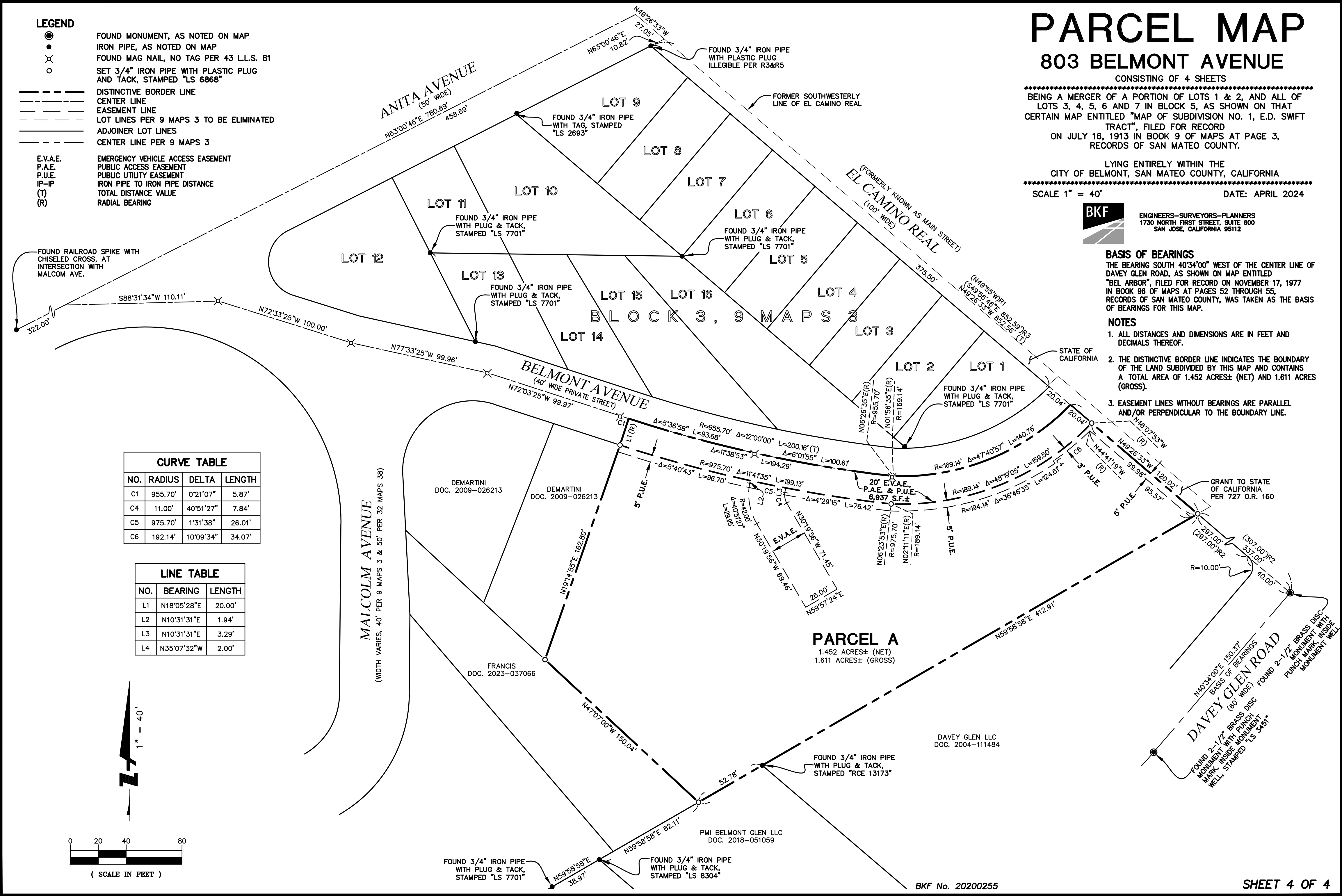
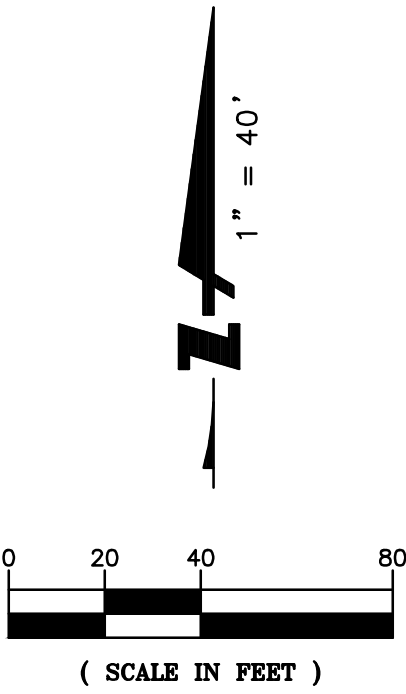
BASIS OF BEARINGS
THE BEARING SOUTH 40°34'00" WEST OF THE CENTER LINE OF DAVEY GLEN ROAD, AS SHOWN ON MAP ENTITLED "BEL ARBOR", FILED FOR RECORD ON NOVEMBER 17, 1977 IN BOOK 96 OF MAPS AT PAGES 52 THROUGH 55, RECORDS OF SAN MATEO COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

- NOTES**
1. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS A TOTAL AREA OF 1.452 ACRES± (NET) AND 1.611 ACRES (GROSS).
 3. EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL AND/OR PERPENDICULAR TO THE BOUNDARY LINE.

- LEGEND**
- FOUND MONUMENT, AS NOTED ON MAP
 - IRON PIPE, AS NOTED ON MAP
 - ⊗ FOUND MAG NAIL, NO TAG PER 43 L.L.S. 81
 - SET 3/4" IRON PIPE WITH PLASTIC PLUG AND TACK, STAMPED "LS 6868"
 - DISTINCTIVE BORDER LINE
 - CENTER LINE
 - EASEMENT LINE
 - LOT LINES PER 9 MAPS 3 TO BE ELIMINATED
 - ADJOINER LOT LINES
 - CENTER LINE PER 9 MAPS 3
 - E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
 - P.A.E. PUBLIC ACCESS EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - IP-IP IRON PIPE TO IRON PIPE DISTANCE
 - (T) TOTAL DISTANCE VALUE
 - (R) RADIAL BEARING

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	955.70'	0°21'07"	5.87'
C4	11.00'	40°51'27"	7.84'
C5	975.70'	1°31'38"	26.01'
C6	192.14'	10°09'34"	34.07'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N18°05'28"E	20.00'
L2	N10°31'31"E	1.94'
L3	N10°31'31"E	3.29'
L4	N35°07'32"W	2.00'



BKF No. 20200255

SHEET 4 OF 4

EXHIBIT B

LEGEND

ADJACENT LOT LINE

BOUNDARY LINE

STREET CENTER LINE

EASEMENT LINE

SAWCUT LINE

VERTICAL CURB AND GUTTER

AC DEEP LIFT (24" WIDE, 12" DEEP)

PROPOSED ASPHALT PAVEMENT (4" AC OVER 8" CLASS 2 AB)

PROPOSED CONCRETE SIDEWALK (4" PCC OVER 4" CLASS 2 AB)

2" AC GRIND AND OVERLAY (TO MATCH EXISTING GRADES)

PROPOSED VEHICULAR CONCRETE (6" PCC OVER 8" CLASS 2 AB)

STOP SIGN

VISIBILITY TRIANGLE (MUNICIPAL CODE SECTION 23.3.2.B.4.C FIGURE D)

KEYNOTES

1 CONFORM TO EXISTING PAVEMENT

2 MODIFY EXISTING RAISED MEDIAN FOR LEFT-TURN MOVEMENT TO BELMONT AVENUE

3 CONFORM TO EXISTING CURB, GUTTER AND SIDEWALK

4 INSTALL 6" RAISED MEDIAN TO ELIMINATE LEFT-OUT FROM BELMONT AVENUE

5 PROPOSED CONCRETE VERTICAL CURB TO CONFORM TO EXISTING AC DIKE

6 LIMIT OF GRADING (MAX 2:1 SLOPE FROM CONCRETE CURB)

7 INSTALL 6" CURB AND GUTTER, DETAIL 1, SHEET C9.3

8 INSTALL MODIFIED ADA CURB RAMP - CASE C, PER CALTRANS A88A, DETAIL 5, SHEET C9.3

9 EXISTING DRIVEWAY AND APRON RECONSTRUCTED

10 CONFORM TO EXISTING AC DIKE

11 DRIVEWAY PER CALTRANS STANDARD, DETAIL 2, SHEET C9.4

12 R1-1 STOP SIGN WITH R3-SR RIGHT TURN ONLY

13 R6-1 ONE WAY (RIGHT)

14 OM2-2H TYPE 2 OBJECT MARKER (ALL YELLOW)

15 2' CURB TAPER

16 STRIPE LEFT TURN LINE PER CALTRANS STANDARD, DETAIL 1, SHEET C9.4

17 VERTICAL CURB AND GUTTER WITH SIDEWALK PER CITY OF BELMONT STANDARDS, DETAIL 2, SHEET C9.3

18 A2 CURB, GUTTER AND SIDEWALK PER CALTRANS STANDARD, DETAIL 2, SHEET C9.4

GENERAL NOTES

1. BEFORE DEMOLITION, CONTRACTOR TO SET REFERENCE POINTS FOR CONTROL LINE AT EXISTING FACE OF CURB AS NEEDED TO REPLACE EXISTING CURB AND GUTTER TO MATCH EXISTING FLOW LINE.

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR/REPLACE ANY DAMAGE CAUSED BY THE PROJECT'S CONSTRUCTION.

3. SEE CITY OF BELMONT AND CALTRANS STANDARD SPECIFICATIONS AND DETAILS FOR ALL WALKWAY COLORS, FINISHES, SCORE JOINT DETAILING, AND LAYOUT.

4. COLD JOINTS SHALL BE PROVIDED AT THE PROPERTY LINE WHERE ONSITE PATHWAYS CONNECT WITH OFFSITE SIDEWALKS TO DELINEATE PRIVATE VERSUS PUBLIC PATHS.

5. SEE TITLE SHEET (C0.0) FOR ADDITIONAL LEGEND AND ABBREVIATION INFORMATION.

6. ALL SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE TO CALTRANS STANDARD SPECIFICATIONS AND DETAILS. FOR STRIPING SEE DETAIL 1, SHEET C9.4.

7. ALL MOBILIZATION AND TRAFFIC CONTROL SHALL BE IN ACCORDANCE TO CALTRANS STANDARD SPECIFICATIONS AND DETAILS.

LINE DATA

SEGMENT	LENGTH	DIRECTION
L1	25.07	S78° 54' 25"E
L2	77.33	S74° 33' 25"E
L3	59.92	S80° 33' 25"E
L4	9.99	N49° 26' 35"E
L5	77.33	S74° 33' 25"E
L6	41.35	N80° 33' 25"W
L7	14.03	N49° 26' 35"E
L8	5.01	N53° 25' 00"W
L9	53.92	N49° 26' 00"W
L10	11.30	N52° 07' 45"W
L11	52.63	N49° 50' 46"W
L12	26.94	N49° 13' 37"W
L13	30.90	S49° 26' 00"E
L14	20.15	N49° 26' 00"W
L15	5.89	S49° 26' 00"E

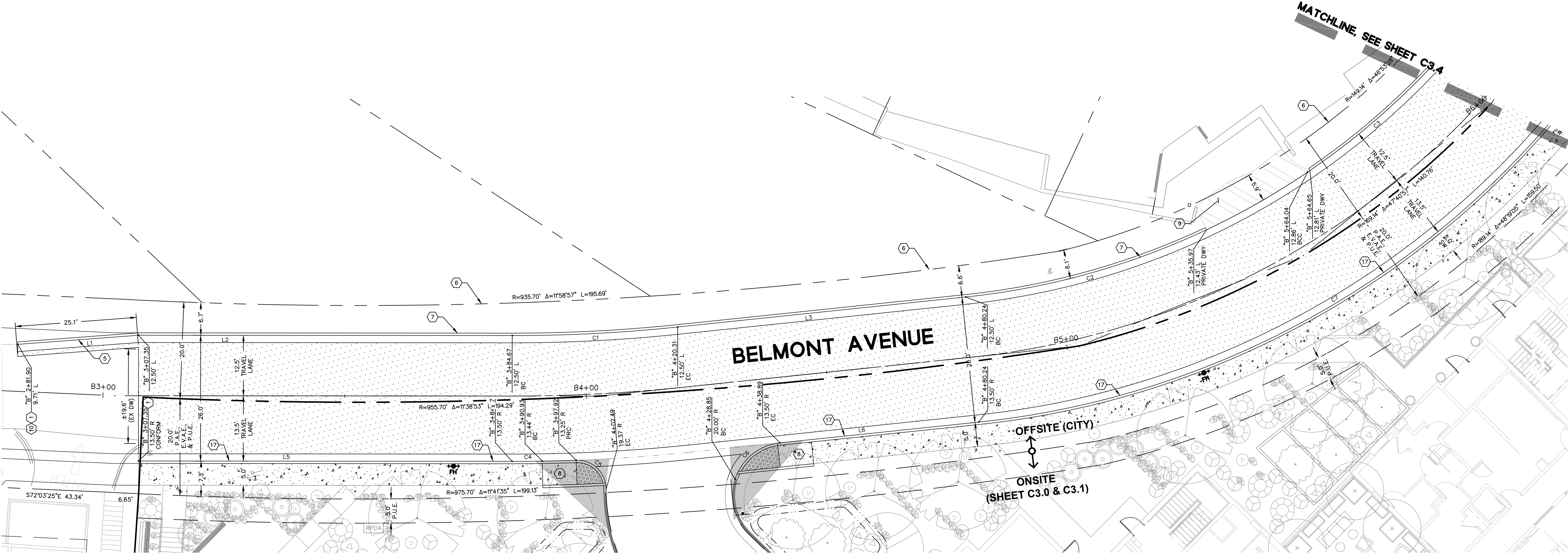
CURVE DATA

SEGMENT	LENGTH	RADIUS	DELTA
C1	34.30	327.50	006°00'00"
C2	51.99	154.50	019°16'52"
C3	82.83	154.50	030°43'08"
C4	13.23	353.50	002°08'42"
C5	9.70	6.00	092°38'53"
C6	12.64	11.00	065°51'08"
C7	157.52	180.50	050°00'00"
C8	2.83	1.00	162°01'49"
C9	20.92	40.00	029°57'47"
C10	8.37	10.00	047°55'59"
C11	3.14	1.00	180°00'00"
C12	31.25	40.00	044°45'54"
C13	31.25	40.00	044°45'54"
C14	7.81	10.00	044°45'54"
C15	7.13	10.00	040°52'48"
C16	2.43	1.00	139°07'14"

GRAPHIC SCALE

(IN FEET)

1 inch = 10 ft.



JOB NO. C20200255

SUBMITTAL

1ST PLAN CHECK 08-18-2023

2ND PLAN CHECK 11-06-2023

3RD PLAN CHECK 01-05-2024

3RD PLAN CHECK - ADDENDUM 1 02-09-2024

4TH PLAN CHECK 02-23-2024

REVISION

DATE

2ND PLAN CHECK 11/06/2023

3RD PLAN CHECK 1/05/2024

3RD PLAN CHECK - ADDENDUM 1 2/09/2024

4TH PLAN CHECK 2/09/2024

CONSULTANT:

BKF

1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
(408) 467-9100
www.bkf.com

KEYMAP:

ANITA AVE

BELMONT AVE

EL CAMINO REAL

803 BELMONT AVENUE

803 BELMONT AVENUE
BELMONT, CA 94002

ROEM

1650 LAFAYETTE STREET
SANTA CLARA, CA 95050



970 W. 190TH STR. TORRANCE CA 90502
O: 310.217.8885
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SHEET TITLE
IMPROVEMENTS AND
SIGNAGE AND STRIPING
PLAN (OFFSITE)

SHEET NO.

C3.3

03/29/2024

LEGEND

ADJACENT LOT LINE
BOUNDARY LINE
STREET CENTER LINE
EASEMENT LINE
SAWCUT LINE
VERTICAL CURB AND GUTTER
AC DEEP LIFT (24" WIDE, 12" DEEP)
PROPOSED ASPHALT PAVEMENT (4" AC OVER 8" CLASS 2 AB)
PROPOSED CONCRETE SIDEWALK (4" PCC OVER 4" CLASS 2 AB)
2" AC GRIND AND OVERLAY (TO MATCH EXISTING GRADES)
PROPOSED VEHICULAR CONCRETE (6" PCC OVER 8" CLASS 2 AB)
STOP SIGN
VISIBILITY TRIANGLE (MUNICIPAL CODE SECTION 23.3.2.B.4.C FIGURE D)

KEYNOTES

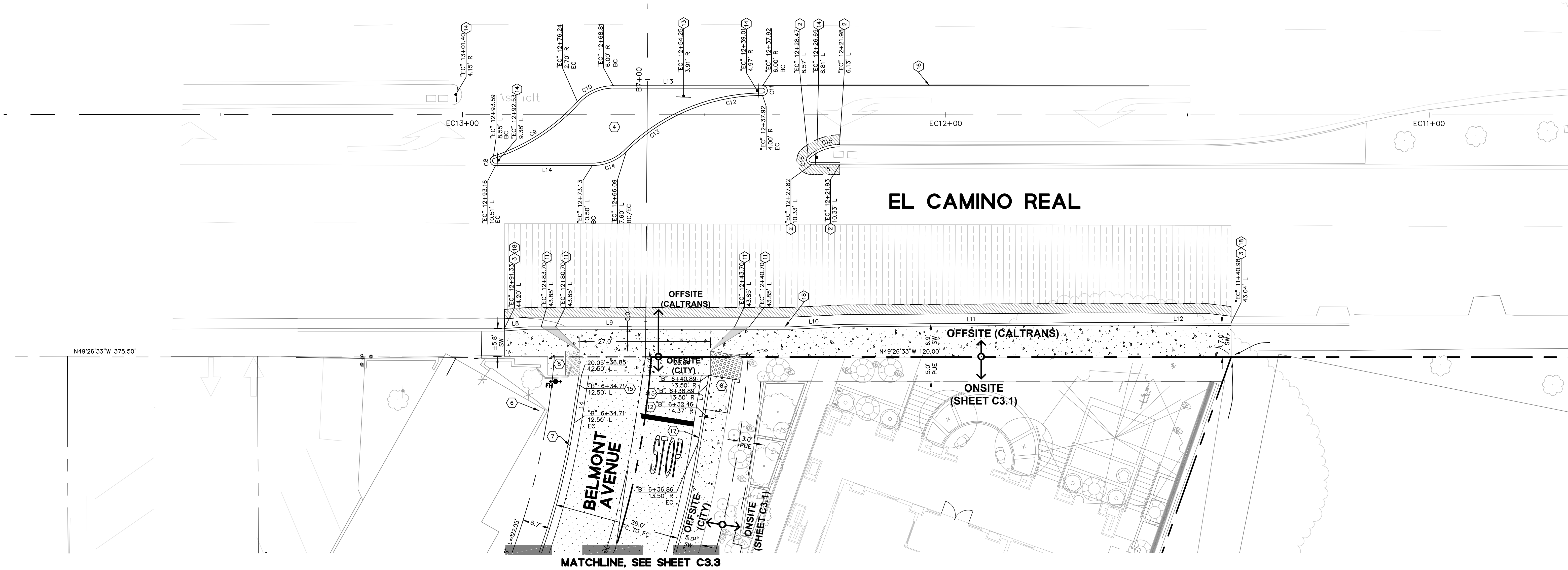
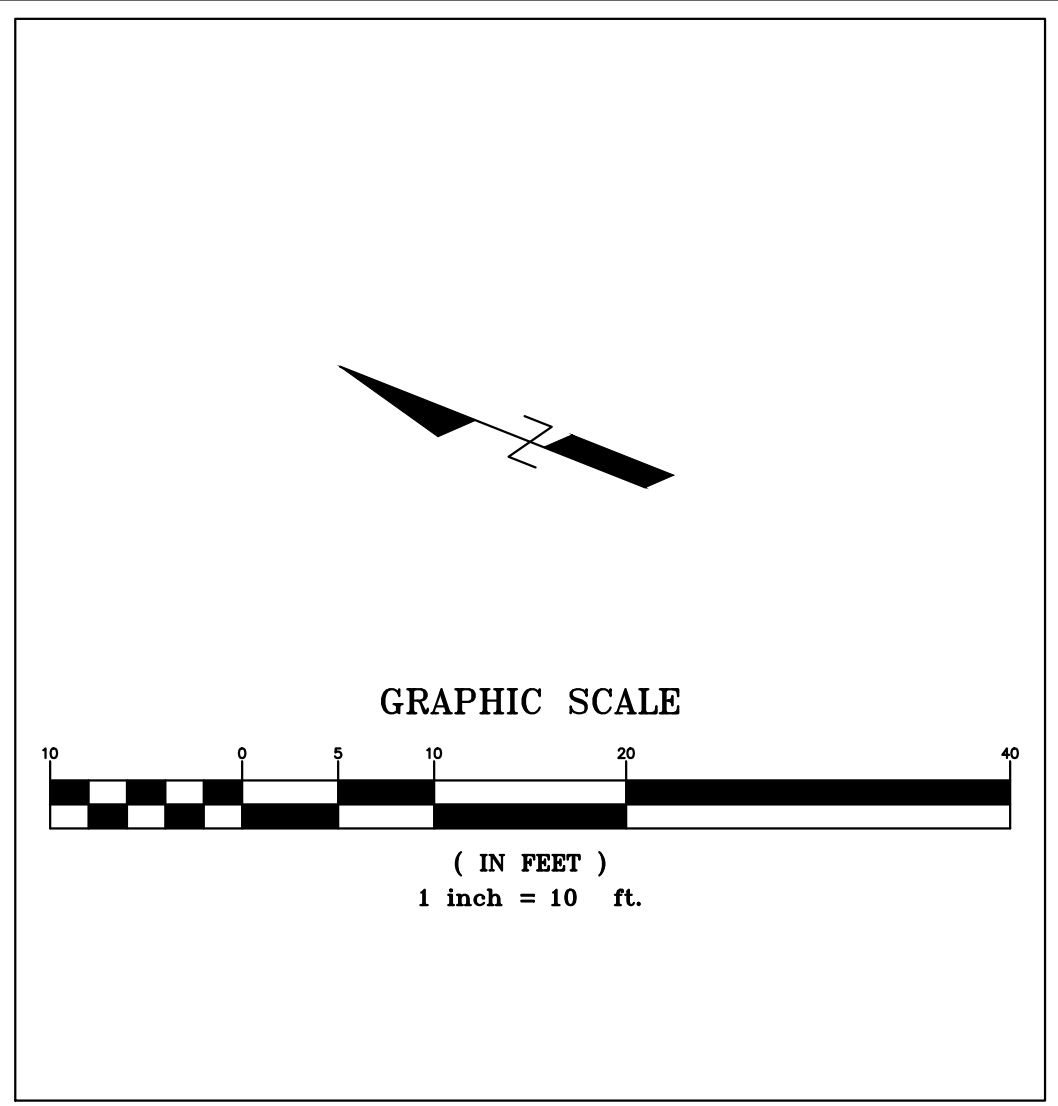
1. CONFORM TO EXISTING PAVEMENT
2. MODIFY EXISTING RAISED MEDIAN FOR LEFT-TURN MOVEMENT TO BELMONT AVENUE
3. CONFORM TO EXISTING CURB, GUTTER AND SIDEWALK
4. INSTALL 6" RAISED MEDIAN TO ELIMINATE LEFT-OUT FROM BELMONT AVENUE
5. PROPOSED CONCRETE VERTICAL CURB TO CONFORM TO EXISTING AC DIKE
6. LIMIT OF GRADING (MAX 2:1 SLOPE FROM CONCRETE CURB)
7. INSTALL 6" CURB AND GUTTER, DETAIL 1, SHEET C9.3
8. INSTALL MODIFIED ADA CURB RAMP - CASE C, PER CALTRANS A88A, DETAIL 5, SHEET C9.3
9. EXISTING DRIVEWAY AND APRON RECONSTRUCTED
10. CONFORM TO EXISTING AC DIKE
11. DRIVEWAY PER CALTRANS STANDARD, DETAIL 2, SHEET C9.4
12. R1-1 STOP SIGN WITH R3-SR RIGHT TURN ONLY
13. R6-1 ONE WAY (RIGHT)
14. OM2-2H TYPE 2 OBJECT MARKER (ALL YELLOW)
15. 2' CURB TAPER
16. STRIPE LEFT TURN LINE PER CALTRANS STANDARD, DETAIL 1, SHEET C9.4
17. VERTICAL CURB AND GUTTER WITH SIDEWALK PER CITY OF BELMONT STANDARDS, DETAIL 2, SHEET C9.3
18. A2 CURB, GUTTER AND SIDEWALK PER CALTRANS STANDARD, DETAIL 2, SHEET C9.4

GENERAL NOTES

1. BEFORE DEMOLITION, CONTRACTOR TO SET REFERENCE POINTS FOR CONTROL LINE AT EXISTING FACE OF CURB AS NEEDED TO REPLACE EXISTING CURB AND GUTTER TO MATCH EXISTING FLOW LINE.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR/REPLACE ANY DAMAGE CAUSED BY THE PROJECT'S CONSTRUCTION.
3. SEE CITY OF BELMONT AND CALTRANS STANDARD SPECIFICATIONS AND DETAILS FOR ALL WALKWAY COLORS, FINISHES, SCORE JOINT DETAILING, AND LAYOUT.
4. COLD JOINTS SHALL BE PROVIDED AT THE PROPERTY LINE WHERE ONSITE PATHWAYS CONNECT WITH OFFSITE SIDEWALKS TO DELINEATE PRIVATE VERSUS PUBLIC PATHS.
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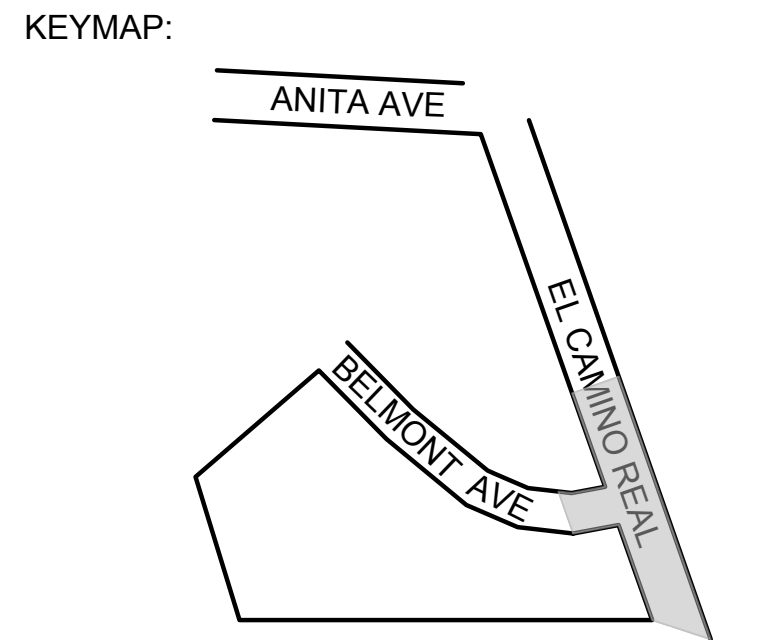
JOB NO. C20200255

SUBMITTAL	
1ST PLAN CHECK	08-18-2023
2ND PLAN CHECK	11-06-2023
3RD PLAN CHECK	01-05-2024
3RD PLAN CHECK - ADDENDUM 1	02-09-2024
4TH PLAN CHECK	02-23-2024

REVISION		DATE
1	2ND PLAN CHECK	11/06/2023
2	3RD PLAN CHECK	1/05/2024
3	3RD PLAN CHECK - ADDENDUM 1	2/09/2024
4	4TH PLAN CHECK	2/09/2024

CONSULTANT:

BKF 1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
(408) 467-9100
www.bkf.com



803 BELMONT AVENUE
803 BELMONT AVENUE
BELMONT, CA 94002
ROEM
1650 LAFAYETTE STREET
SANTA CLARA, CA 95050

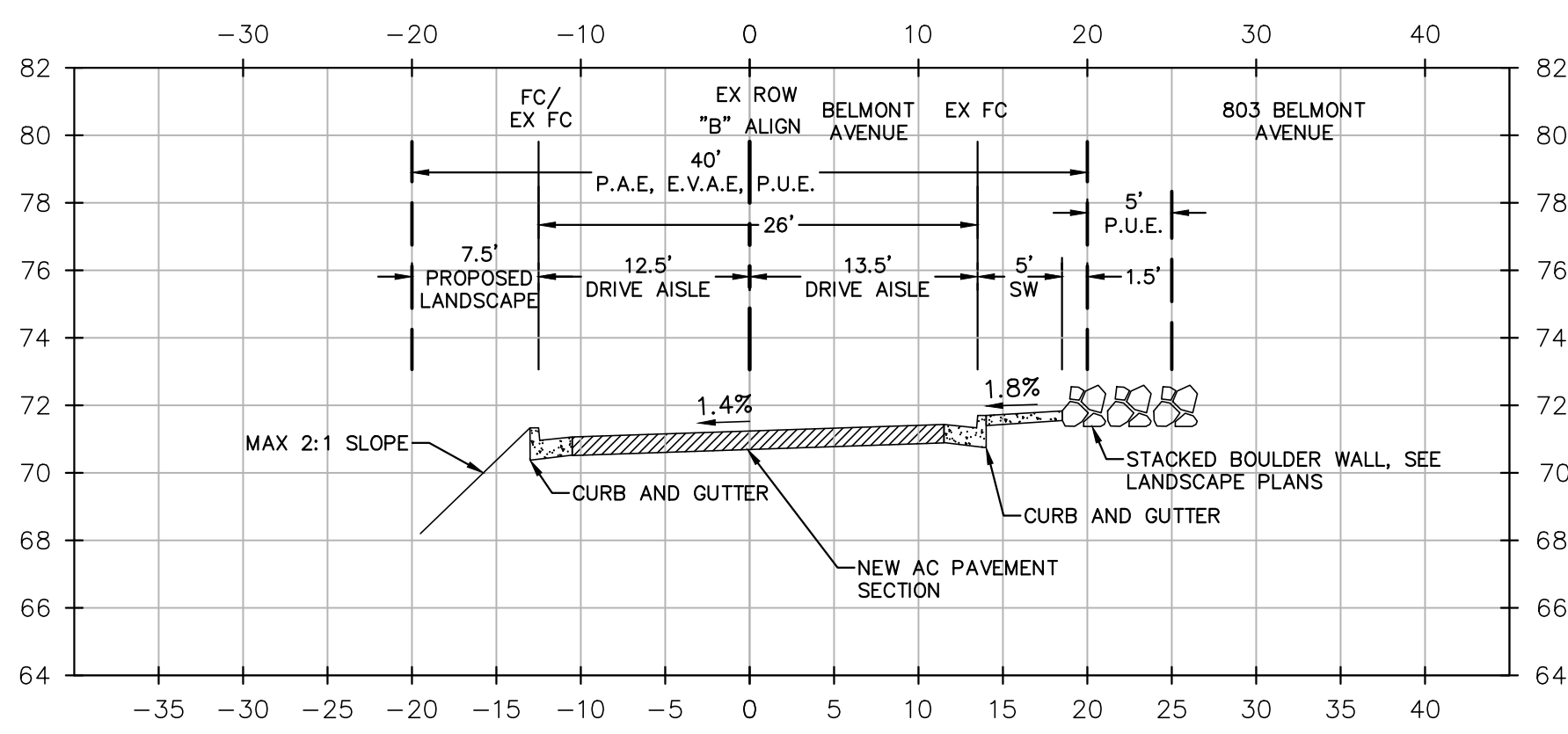


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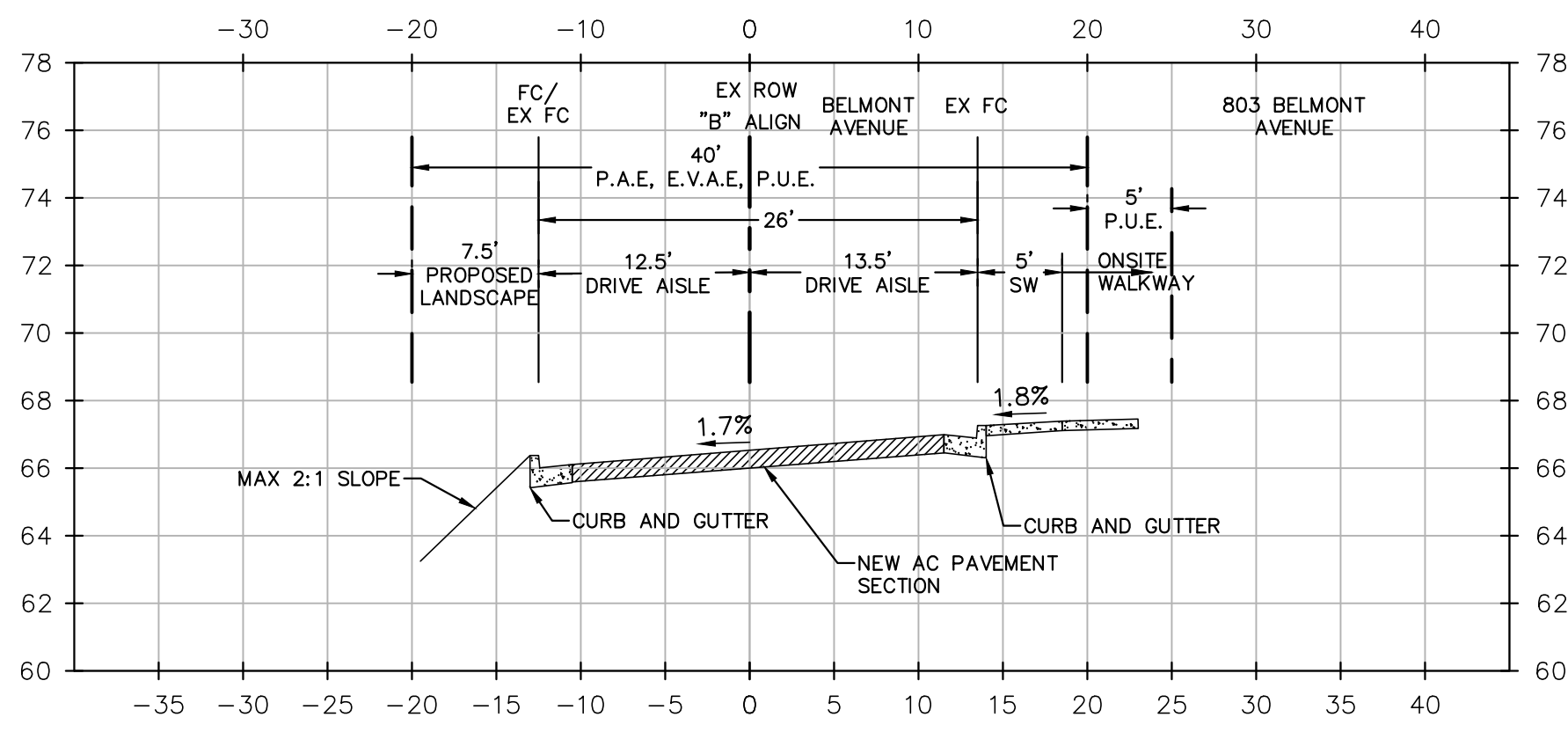
SHEET TITLE
**IMPROVEMENTS AND
SIGNAGE AND STRIPING
PLAN (OFFSITE)**

SHEET NO.
C3.4

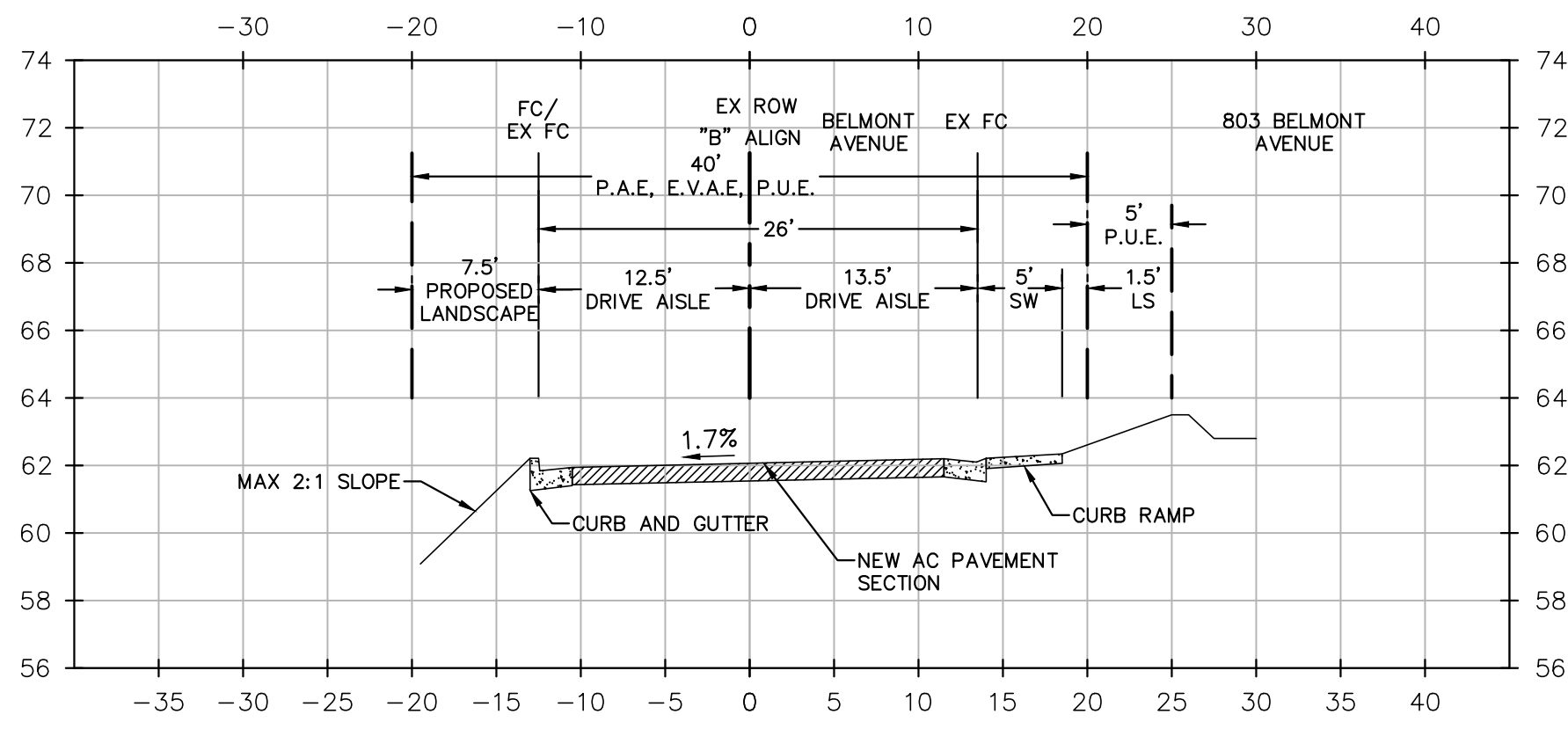
03/29/2024



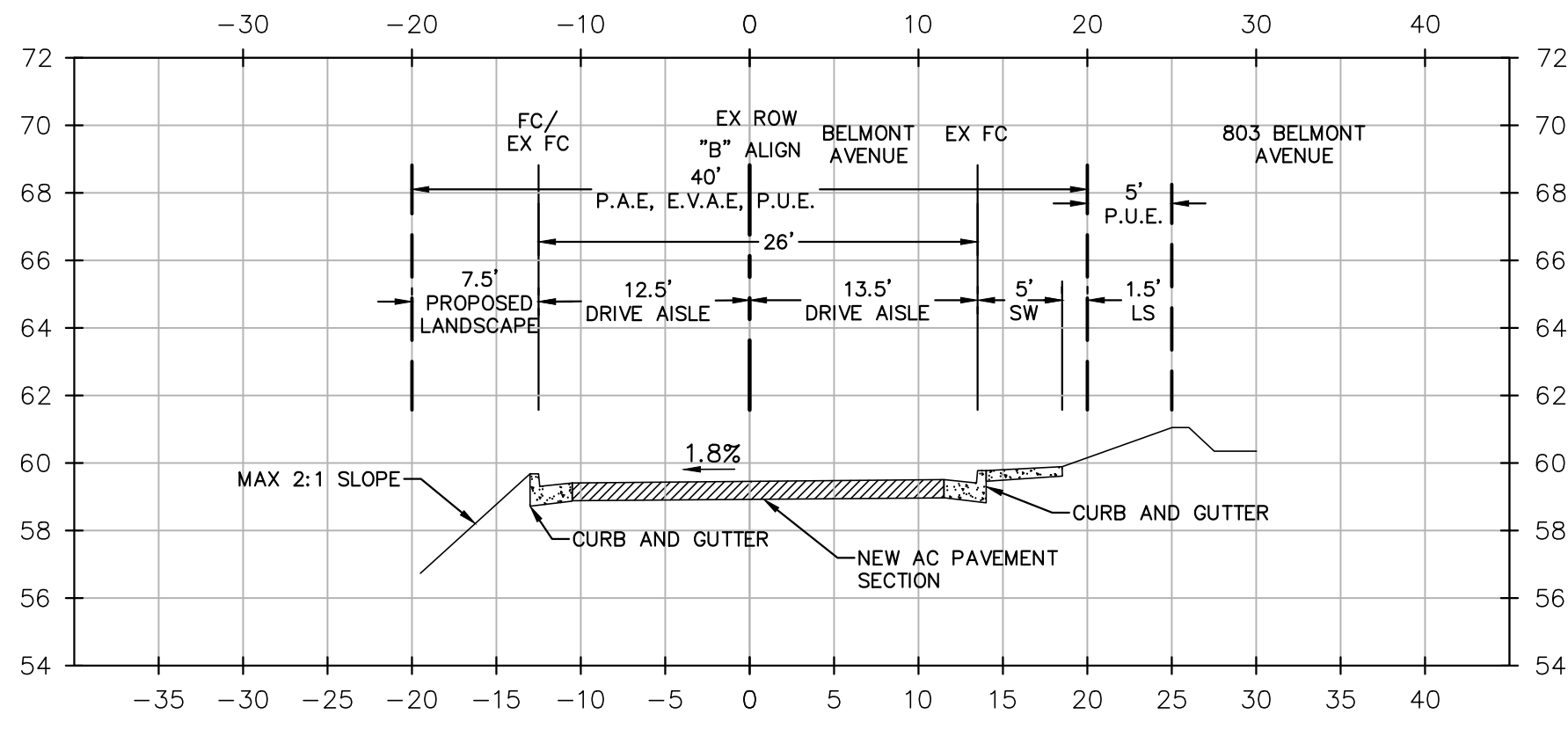
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SCALE: NTS



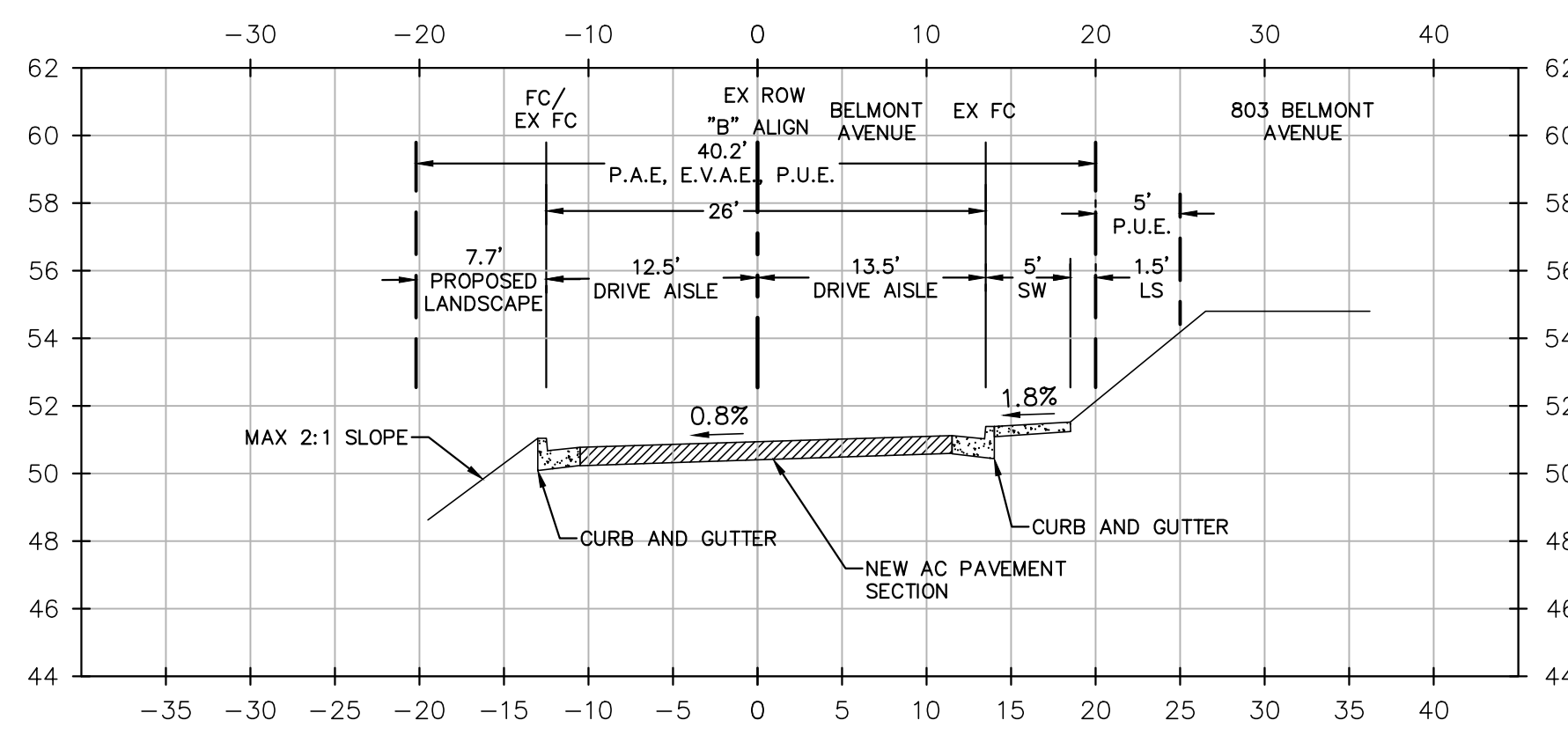
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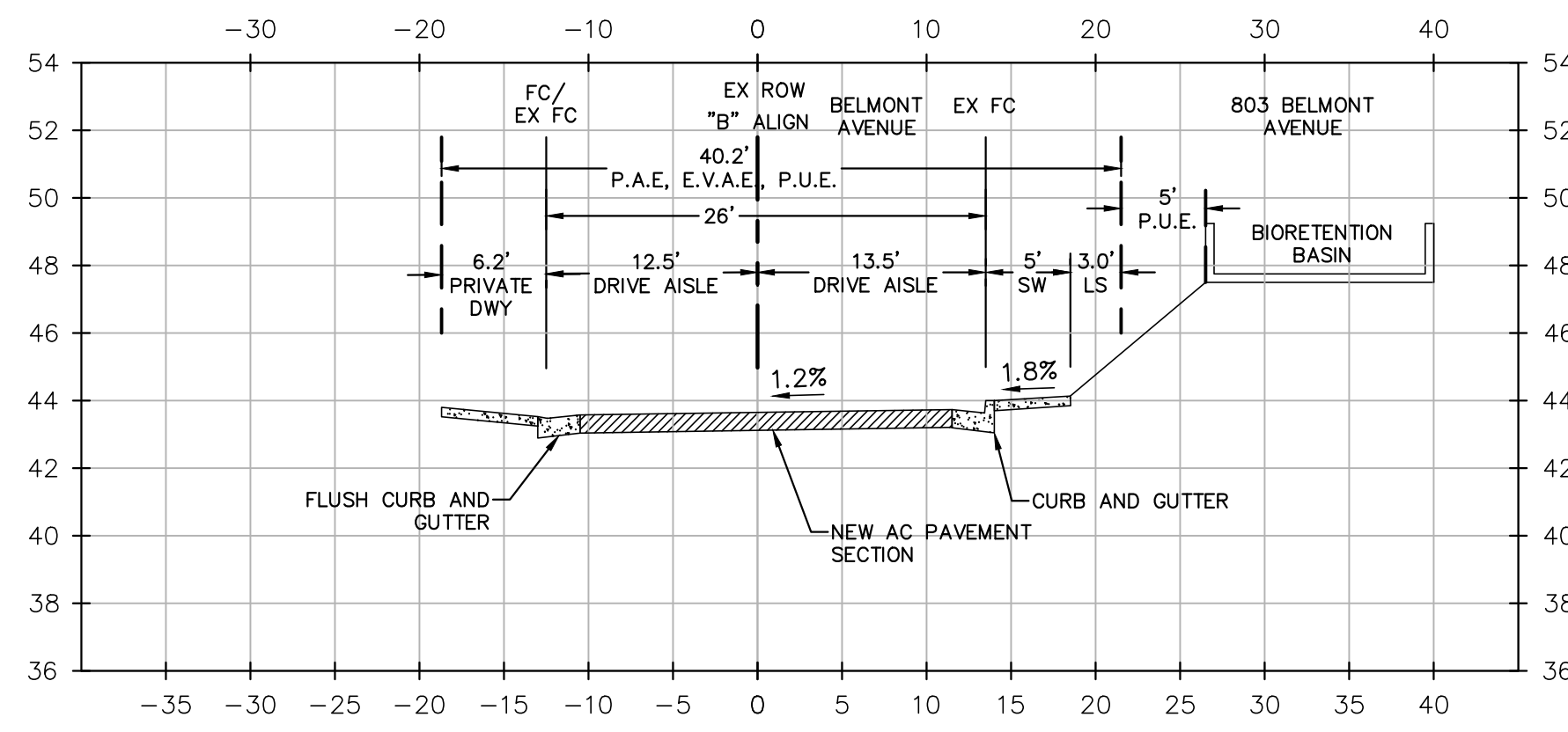
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SCALE: NTS



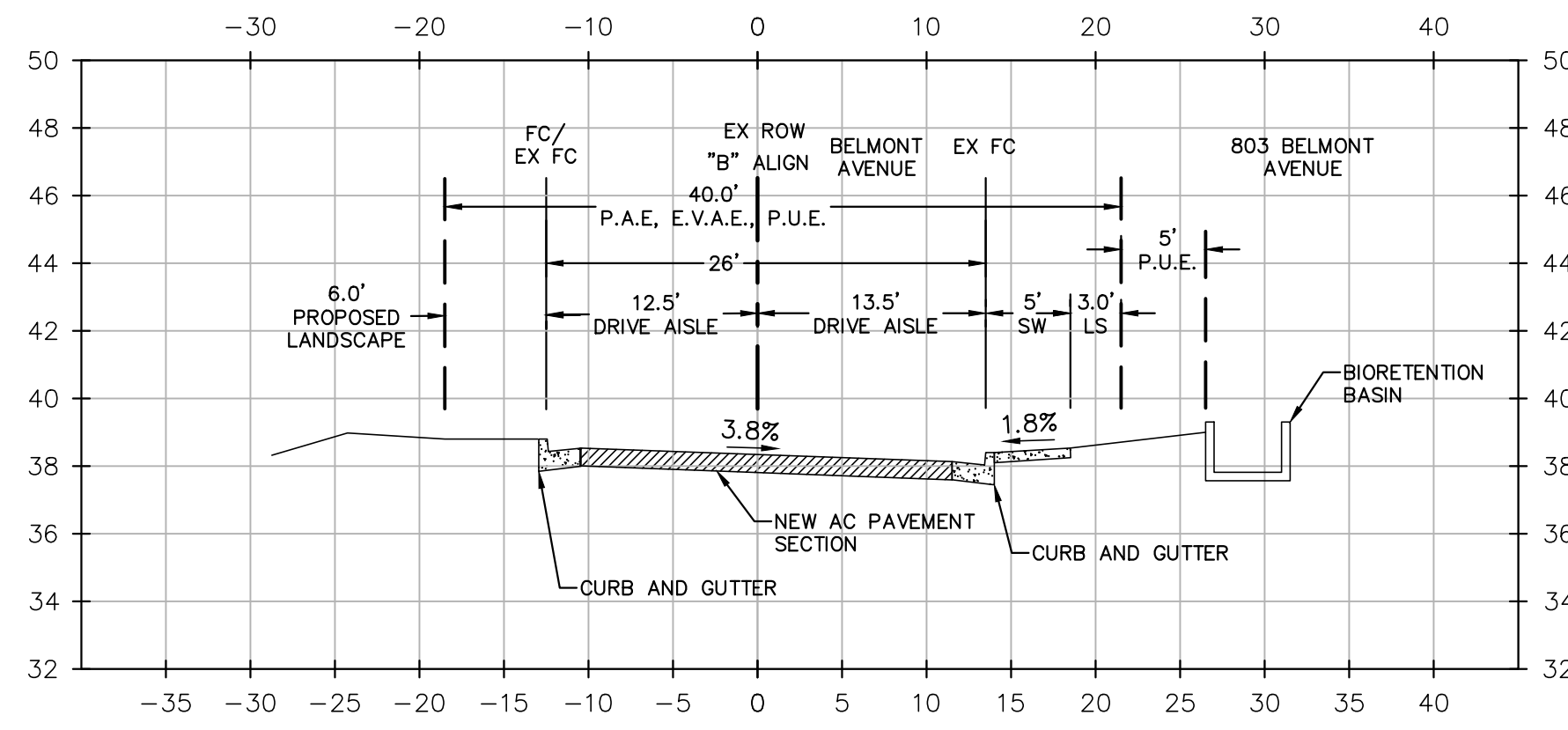
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SCALE: NTS



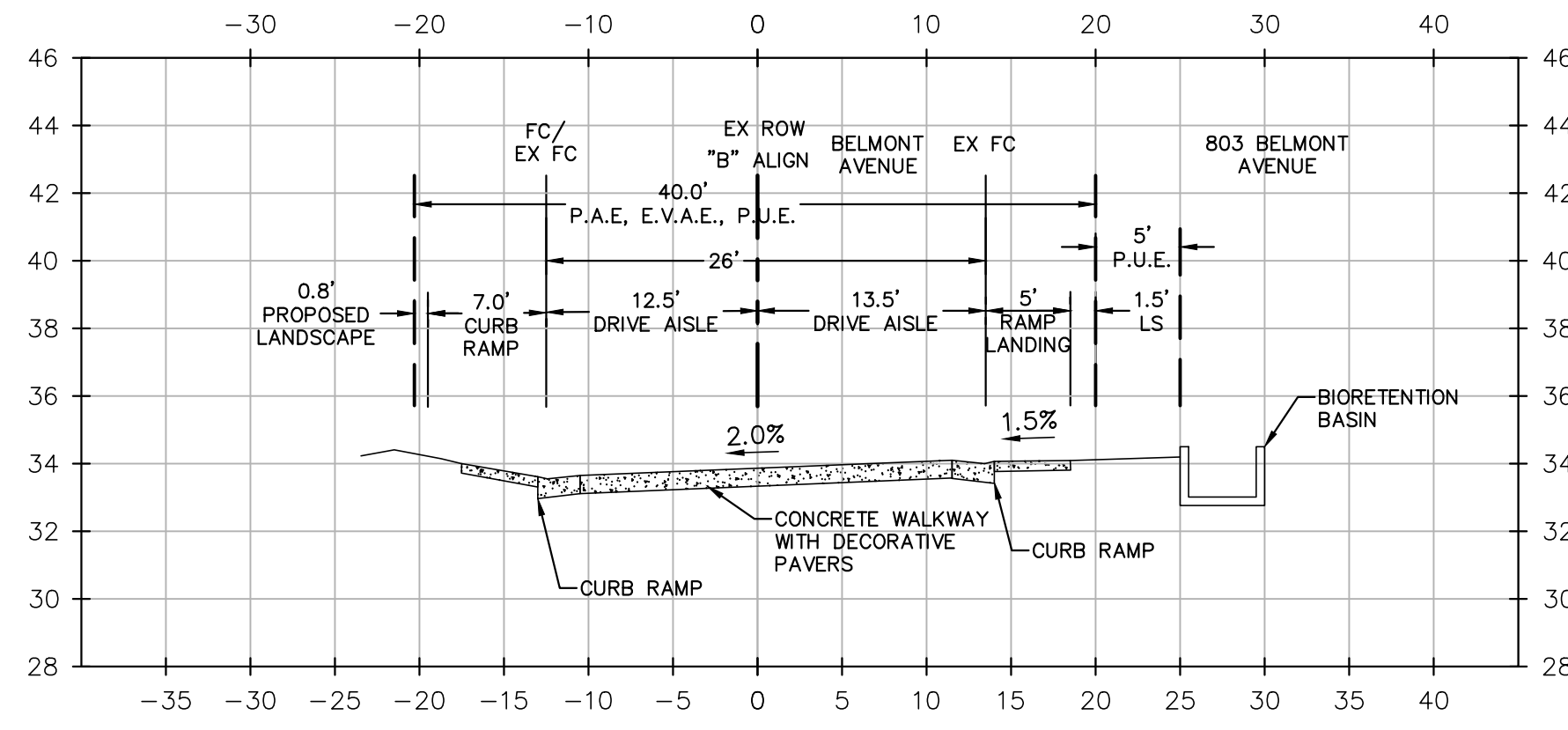
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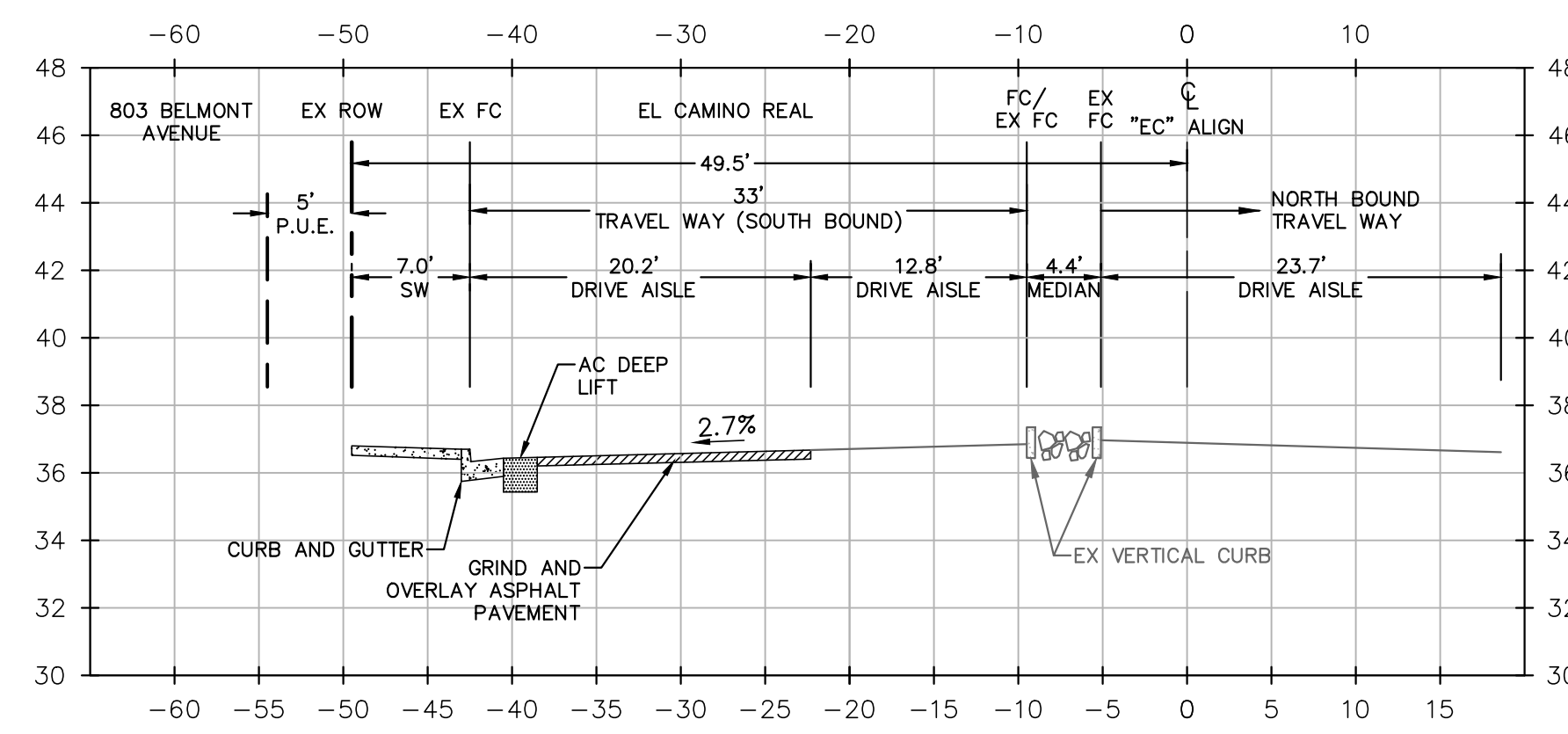
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SCALE: NTS



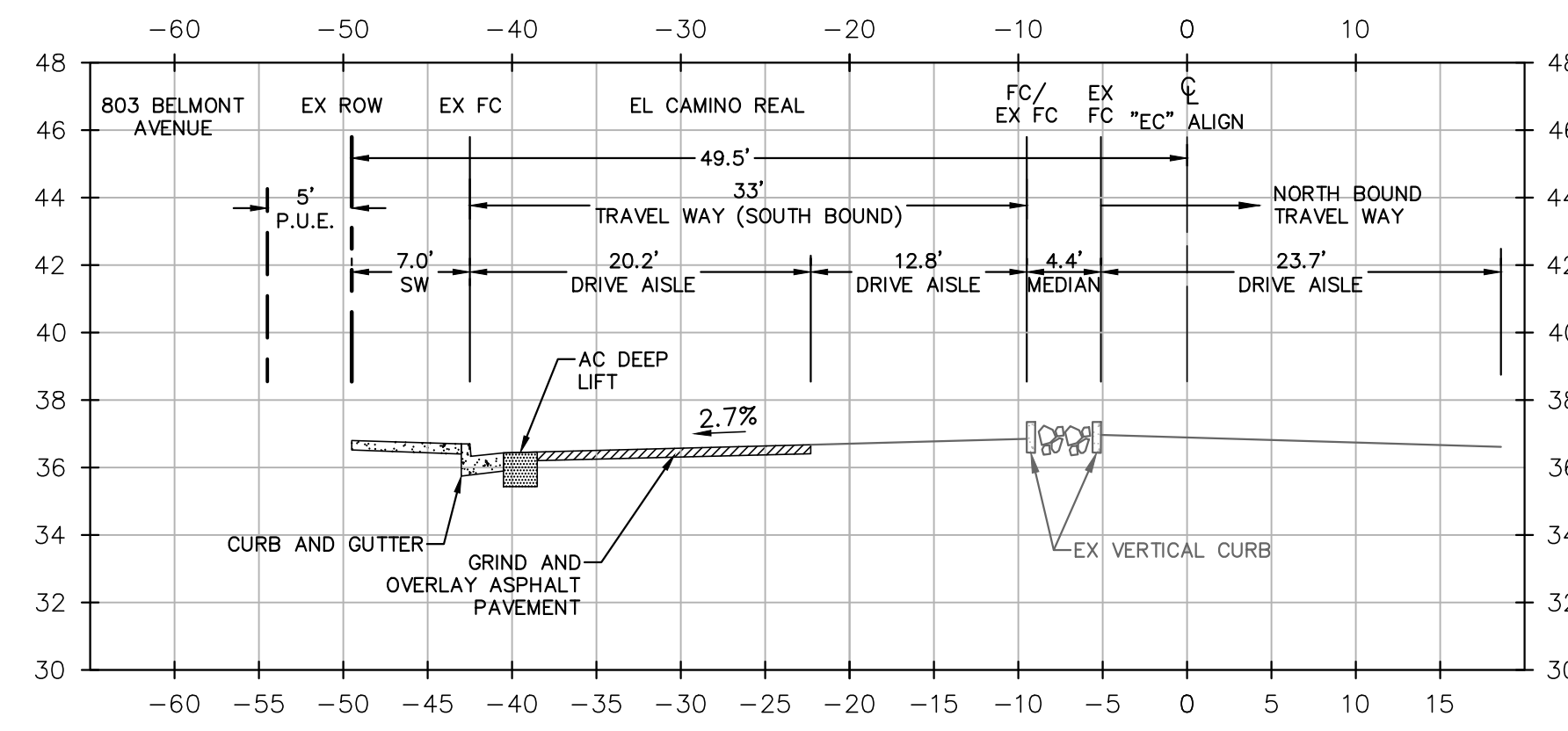
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SCALE: NTS



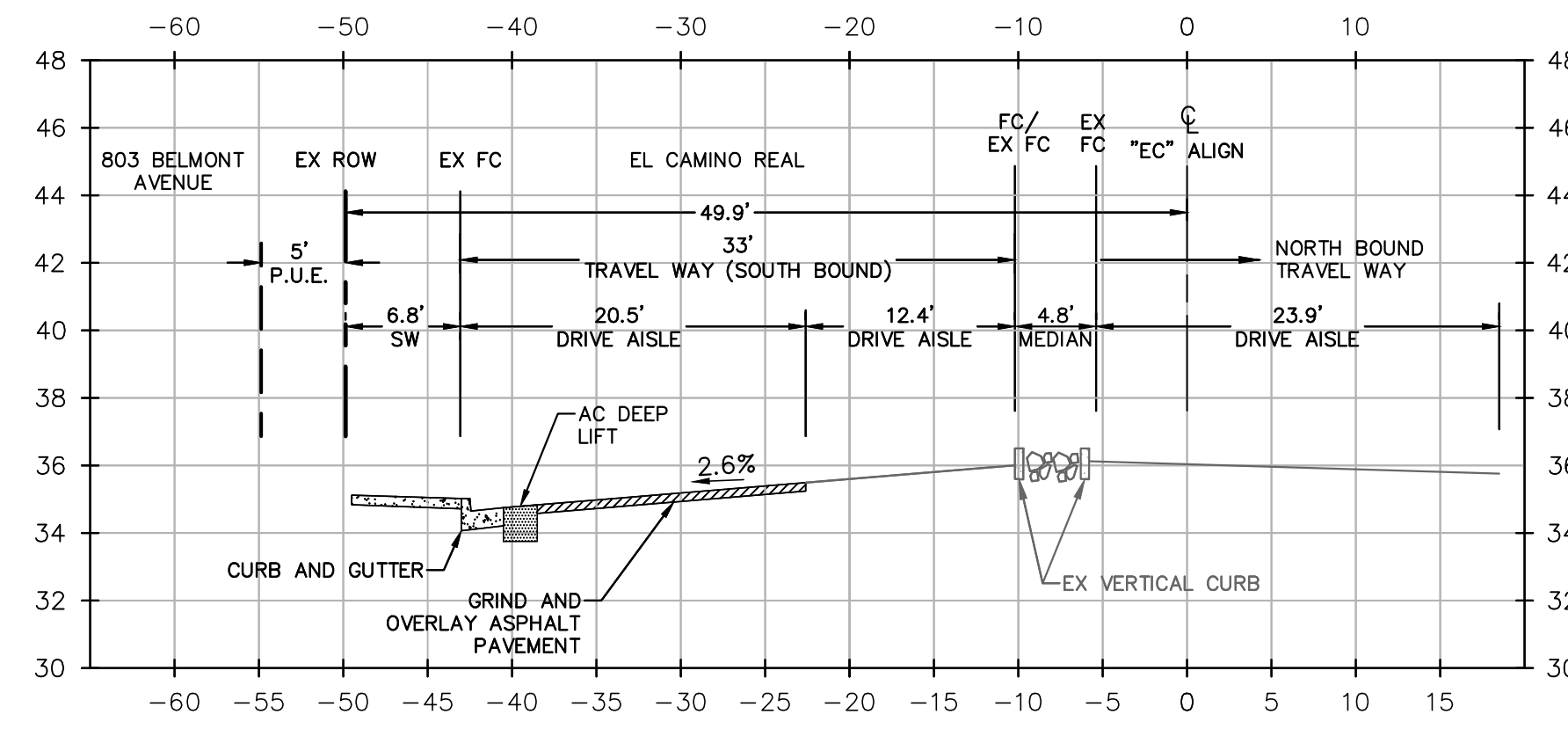
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SCALE: NTS



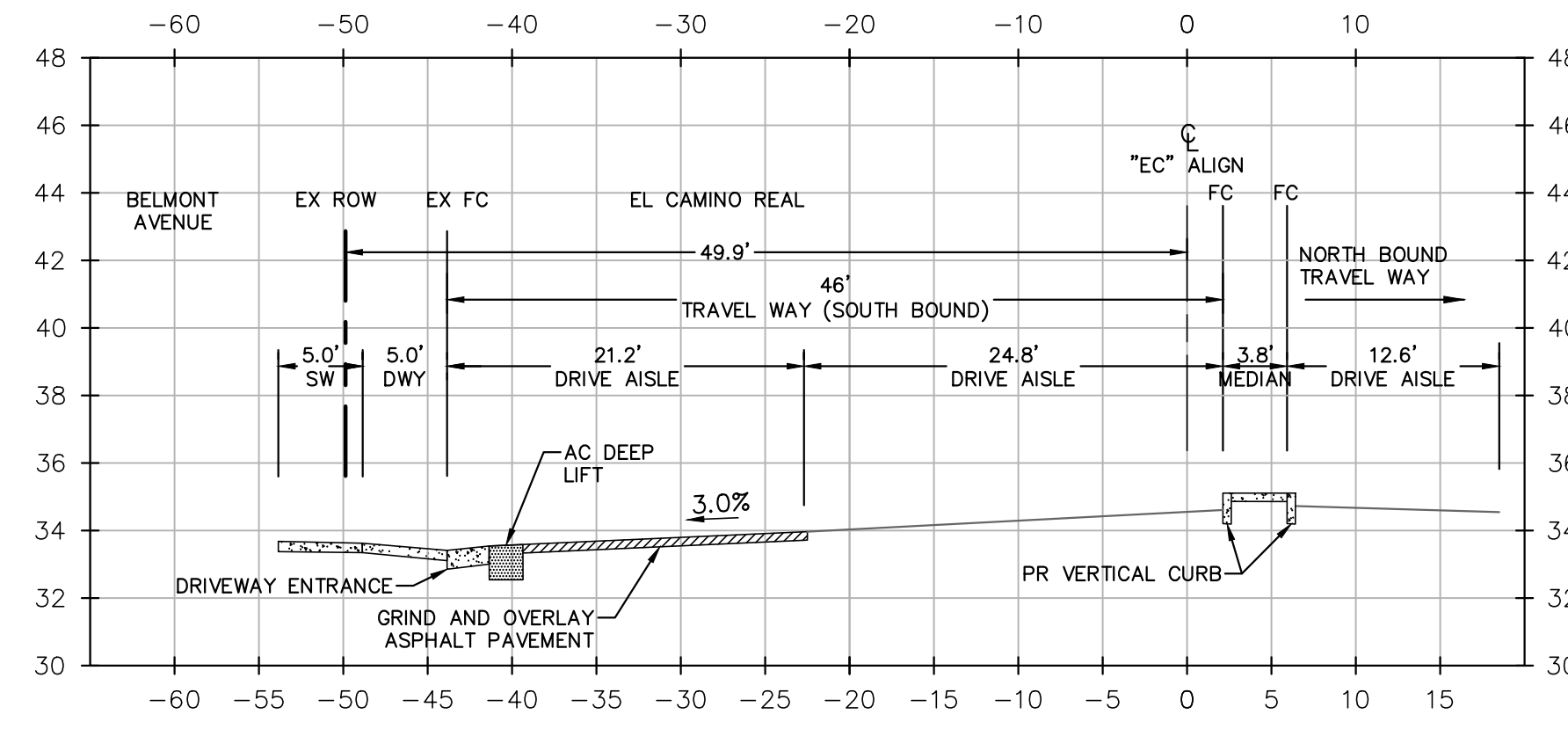
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SCALE: NTS



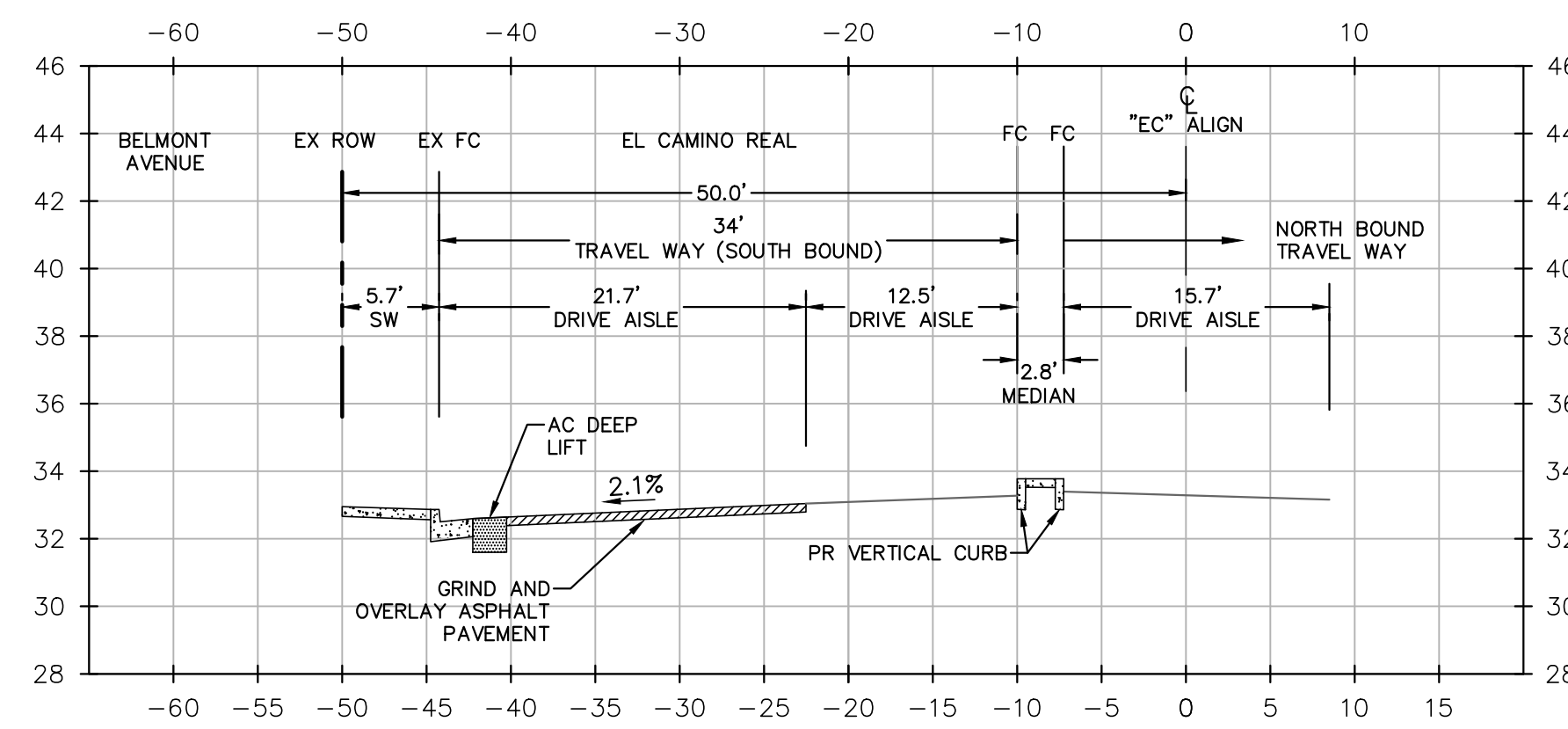
SECTION @ "EC" LINE STA. 11+50.00
SCALE: NTS



SECTION @ "EC" LINE STA. 12+00.00
SCALE: NTS



SECTION @ "EC" LINE STA. 12+50.00
SCALE: NTS



SECTION @ "EC" LINE STA. 12+91.33
SCALE: NTS

JOB NO. C20200255

SUBMITTAL

1ST PLAN CHECK	08-18-2023
2ND PLAN CHECK	11-06-2023
3RD PLAN CHECK	01-05-2024
3RD PLAN CHECK - ADDENDUM 1	02-09-2024
4TH PLAN CHECK	02-23-2024

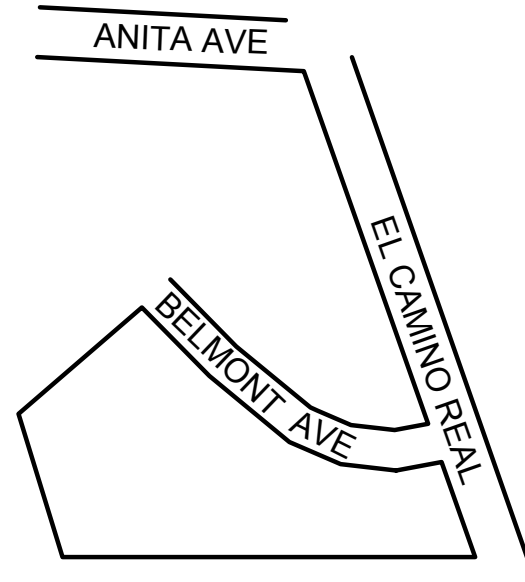
REVISION DATE

2ND PLAN CHECK	11/06/2023
3RD PLAN CHECK	1/05/2024
3RD PLAN CHECK - ADDENDUM 1	2/09/2024
4TH PLAN CHECK	2/09/2024

CONSULTANT:



KEYMAP:



803 BELMONT AVENUE

803 BELMONT AVENUE
BELMONT, CA 94002

ROEM

1650 LAFAYETTE STREET
SANTA CLARA, CA 95050



970 W. 190TH STR. TORRANCE CA 90502
O: 310.217.8885
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SHEET TITLE
**CROSS SECTIONS
(OFFSITE)**

SHEET NO.
C3.5

03/29/2024

LEGEND

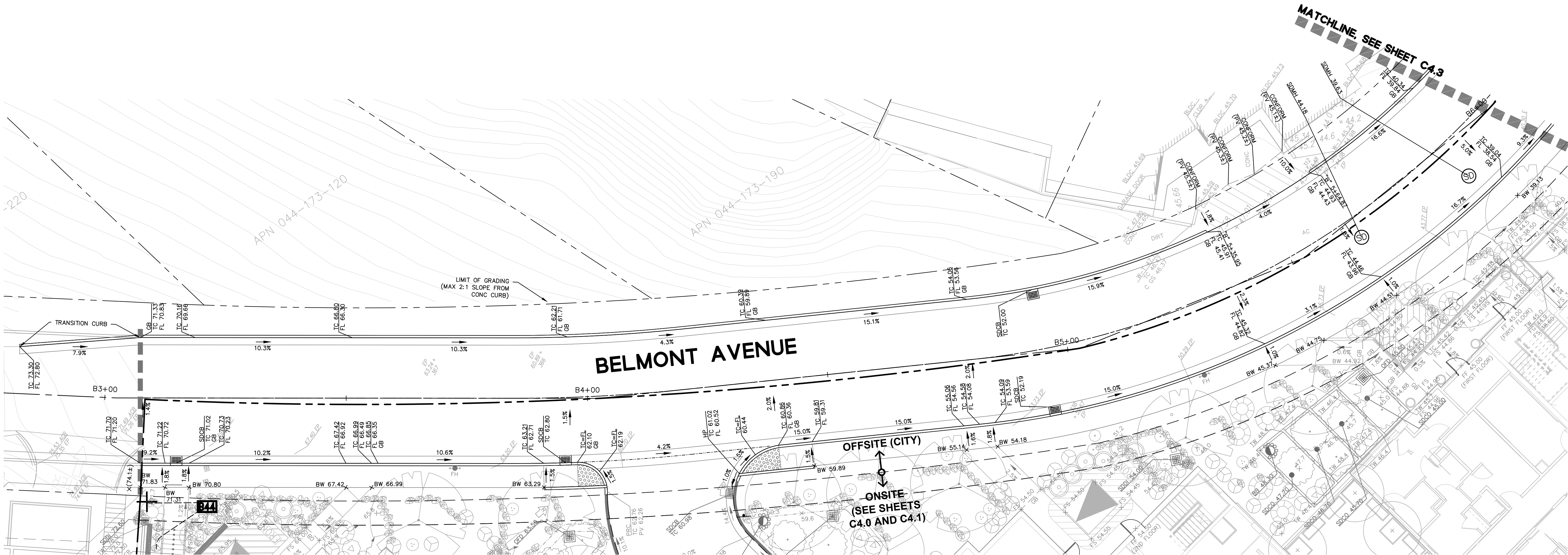
ADJACENT LOT LINE
BOUNDARY LINE
STREET CENTER LINE
EASEMENT LINE
EXISTING CONTOUR LINE
GRADE BREAK
PROPOSED ELEVATION
EXISTING ELEVATION
PROPOSED SLOPE
EXISTING SLOPE
LANDSCAPE FLOW DIRECTION
OVERLAND RELEASE

GENERAL NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR/REPLACE ANY DAMAGES CAUSED BY THE PROJECT'S CONSTRUCTION.
2. CONTRACTOR SHALL REFERENCE THE LATEST CALTRANS AND CITY STANDARD DETAILS.
3. SEE ONSITE GRADING PLANS, SHEETS C4.0 AND C4.1, FOR ONSITE GRADING INFORMATION.
4. RIMS OF ALL EXISTING UTILITIES ARE TO MATCH FINISHED GRADE.

GRAPHIC SCALE

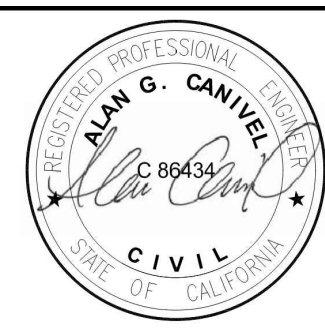
(IN FEET)
1 inch = 10 ft.



JOB NO.	C20200255
SUBMITTAL	
1ST PLAN CHECK	08-18-2023
2ND PLAN CHECK	11-06-2023
3RD PLAN CHECK	01-05-2024
3RD PLAN CHECK - ADDENDUM 1	02-09-2024
4TH PLAN CHECK	02-23-2024
REVISION	DATE
2ND PLAN CHECK	11/06/2023
3RD PLAN CHECK	1/05/2024
3RD PLAN CHECK - ADDENDUM 1	2/09/2024
4TH PLAN CHECK	2/09/2024

CONSULTANT:

BKF 1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
(408) 467-9100
www.bkf.com



KEYMAP:

ANITA AVE
BELMONT AVE
EL CAMINO REAL

803 BELMONT AVENUE
803 BELMONT AVENUE
BELMONT, CA 94002

ROEM
1650 LAFAYETTE STREET
SANTA CLARA, CA 95050

BSB DESIGN

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SHEET TITLE
GRADING AND DRAINAGE PLAN (OFFSITE)

SHEET NO.
C4.2

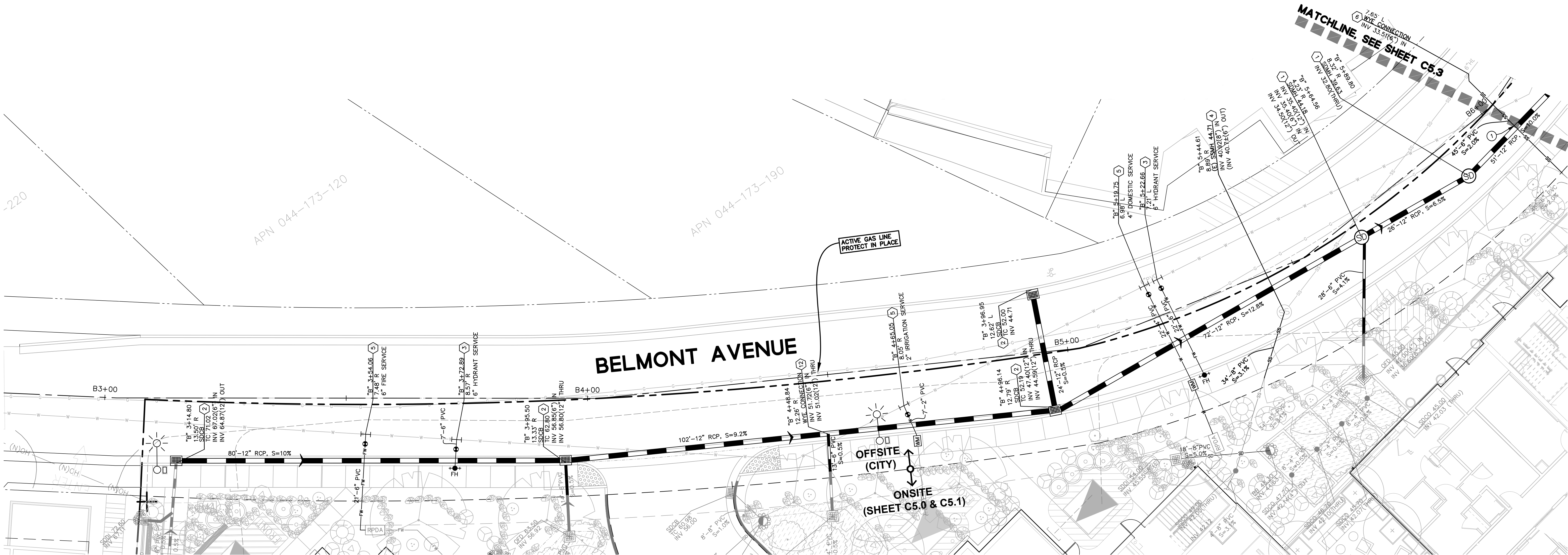
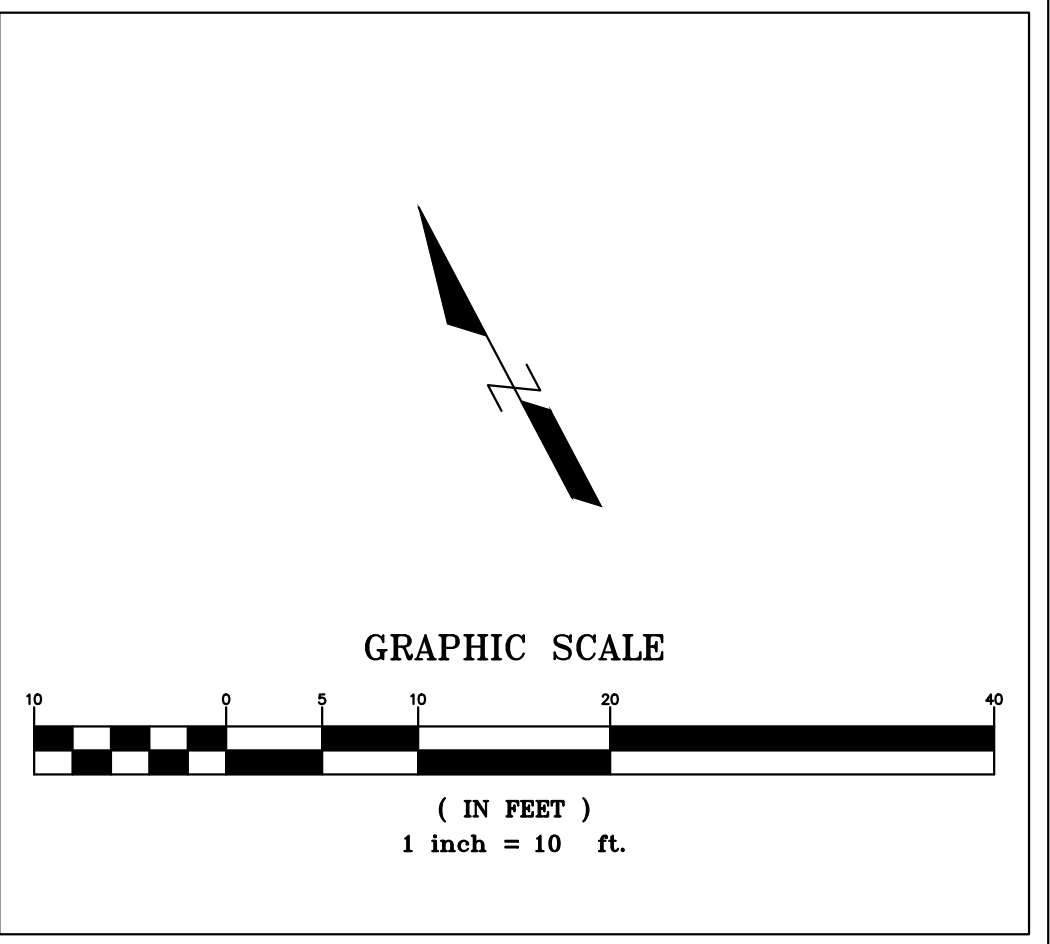
03/29/2024

LEGEND		
ADJACENT LOT LINE		
BOUNDARY LINE		
STREET CENTERLINE		
BASEMENT LIMIT LINE		
AREA LIGHT (FOR REFERENCE)		
FIRE WATER LINE		
DOMESTIC WATER LINE		
STORM DRAIN LINE (TREATED)		
TRENCH DRAIN (SLOT DRAIN)		
SANITARY SEWER LINE		
JOINT TRENCH (FOR REFERENCE)		
FIRE HYDRANT (SHEET C9.5, DETAIL 6)		FH
WATER VALVE (SHEET C9.6, DETAIL 8)		WV
WATER METER		WM
STORM DRAIN CATCH BASIN		SDCB
STORM DRAIN MANHOLE		SDMH
SANITARY SEWER CLEAN OUT		SSCO
SANITARY SEWER MANHOLE		SSMH

KEYNOTES	
1	STORM DRAIN MANHOLE, PER CITY OF BELMONT STANDARDS, DETAIL 5, SHEET C9.1 & DETAIL 6, SHEET C9.6.
2	STORM DRAIN TYPE: GO CURB INLET, DETAIL 4, SHEET C9.3.
3	FIRE HYDRANT ASSEMBLY, DETAIL 6, SHEET C9.5.
4	CONNECT TO EXISTING SANITARY SEWER MANHOLE PER CITY OF BELMONT STANDARDS, DETAIL 2&9, SHEET C9.6.
5	CONNECT TO EXISTING WATER MAIN PER MPWD STANDARDS, DETAIL 1, SHEET C9.5.
6	WYE CONNECTION PER CITY OF BELMONT STANDARDS, DETAIL 3, SHEET C9.6.
7	CONNECT TO EXISTING STORM STRUCTURE PER CALTRANS STANDARDS.
8	STORM DRAIN CATCH BASIN, DETAIL 5 AND 6, SHEET C9.4.
9	STORM DRAIN MANHOLE, DETAIL 4, SHEET C9.4.
10	FIRE UTILITY LINE EXTENSION FOR RELOCATED FIRE HYDRANT PER MPWD STANDARD DETAILS.
11	RELOCATED AREA DRAIN. CONNECT INTO 12" STORM DRAIN LINE VIA WYE CONNECTION.
12	STORM DRAIN WYE CONNECTION TO MAIN, DETAIL 5, SHEET C9.5.

UTILITY NOTES	
1.	EXISTING UTILITY SHOWN ON THIS PLAN BASED ON THE BLOCK MAPS AND TOPO SURVEY AND FOR REFERENCE ONLY. CONTRACTOR TO FIELD VERIFY OR POTHOLE FOR EXACT LOCATION, SIZE, DEPTH AND MATERIAL BEFORE CONSTRUCTION.
2.	THE PROPOSED STORM DRAIN SYSTEM ON BELMONT AVENUE IS A PRIVATE STORM DRAIN SYSTEM. IT WILL BE BUILT AND MAINTAINED BY THE PROJECT DEVELOPERS/OWNERS.
3.	JOINT TRENCH AND STREET LIGHT LINES AND STRUCTURES ARE SHOWN FOR REFERENCE.
4.	ALL ONSITE UTILITIES ARE SHOWN FOR REFERENCE ONLY.
5.	ALL UTILITY CONSTRUCTION ON BELMONT AVENUE AND EL CAMINO REAL SHALL BE PER CITY OF BELMONT STANDARD SPECIFICATIONS AND DETAILS.
6.	REFER TO THE LATEST MID-PENINSULA WATER DISTRICT STANDARD SPECIFICATIONS AND DETAILS FOR DOMESTIC WATER UTILITY CONSTRUCTION.
7.	OFFSITE PIPE MATERIAL SCHEDULE (UNLESS OTHERWISE NOTED): A) STORM DRAIN: TYPE III OR IV RCP B) SANITARY SEWER: PVC SDR-26 C) WATER LATERAL: AWWA C900 DR14 PRESSURE CLASS 305 D) WATER MAINS: DUCTILE IRON PIPE

UTILITY CROSSING	
1	BOTTOM OF 6" SS: 33.80 TOP OF 12" SD: 32.40
2	BOTTOM OF 6" SS: 29.28 TOP OF 18" SD: 28.28



JOB NO. C20200255

SUBMITTAL

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4TH PLAN CHECK 02-23-2024

REVISION

DATE

2ND PLAN CHECK 11/06/2023

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3RD PLAN CHECK - ADDENDUM 1 2/09/2024

4TH PLAN CHECK 2/09/2024

CONSULTANT:

BKF

1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
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PLAN G. CANTIEL

CIVIL

KEYMAP:

ANITA AVE

BELMONT AVE

EL CAMINO REAL

803 BELMONT AVENUE

803 BELMONT AVENUE

BELMONT, CA 94002

ROEM

1650 LAFAYETTE STREET

SANTA CLARA, CA 95050

BSB

DESIGN

970 W. 190TH STR. TORRANCE CA 90502

O: 310.217.8885

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SHEET TITLE

UTILITY PLAN (OFFSITE)

SHEET NO.

C5.2

03/29/2024

REVISION	DATE
A 2ND PLAN CHECK	11/06/2023
B 3RD PLAN CHECK	1/05/2024
C 3RD PLAN CHECK - ADDENDUM 1	2/09/2024
D 4TH PLAN CHECK	2/09/2024
E	
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Y	
Z	



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
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A map showing the intersection of Anita Ave, Belmont Ave, and El Camino Real. Anita Ave is a horizontal line at the top. Belmont Ave is a diagonal line crossing from the top-left to the bottom-right. El Camino Real is a vertical line on the right side. The intersection of Belmont Ave and El Camino Real is marked with a small circle.

803 BELMONT AVENUE

803 BELMONT AVENUE
BELMONT, CA 94002

ROEM

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SHEET TITLE
**UTILITY PLAN
(OFFSITE)**

SHEET NO.

C5.3

03/29/2024

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Local File: \\BKF-SJ\VOL4\2020\200255_BELMONT_803_BELMONT AVE\ENG\CD\SHEETS
OFFSITE\05_803BM_UT.DWG

Consultant File Background Info

[illegible]

1730 N. FIRST STREET
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803 BELMONT AVENUE

803 BELMONT AVENUE
BELMONT, CA 94002

ROEM

1650 LAFAYETTE STREET
SANTA CLARA, CA 95050

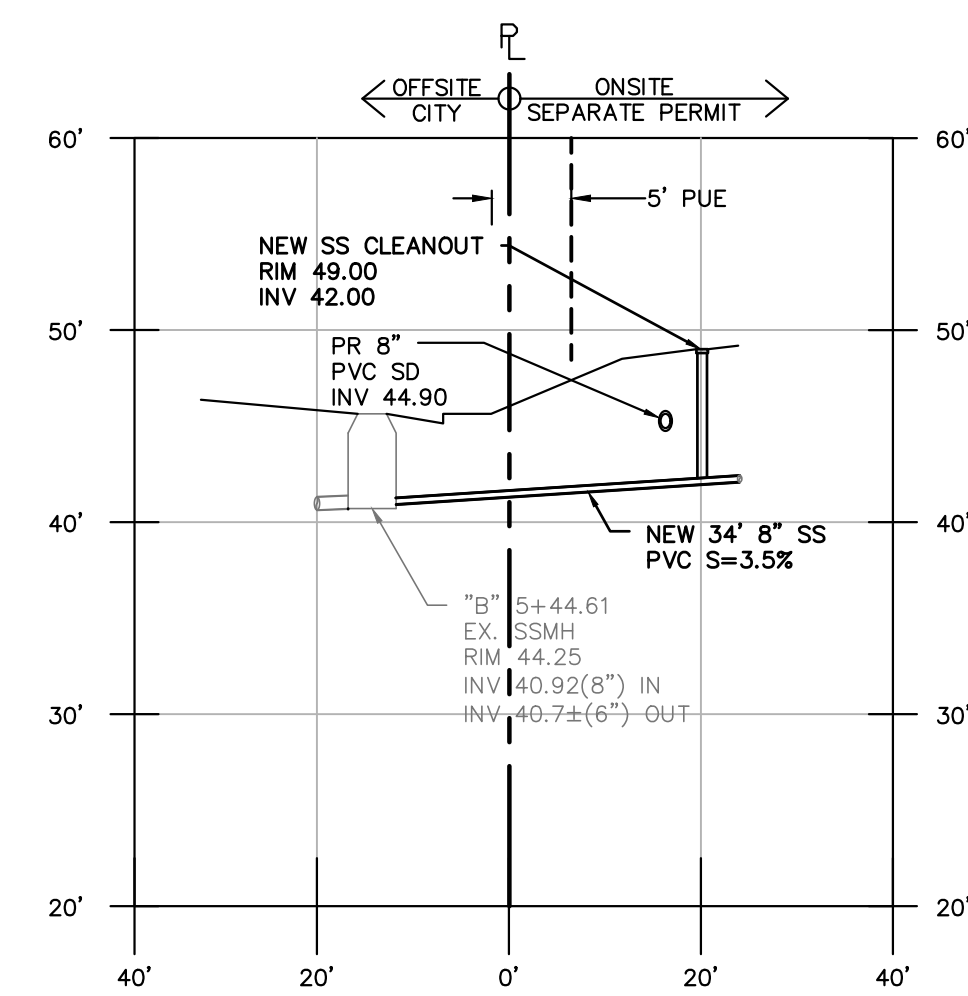
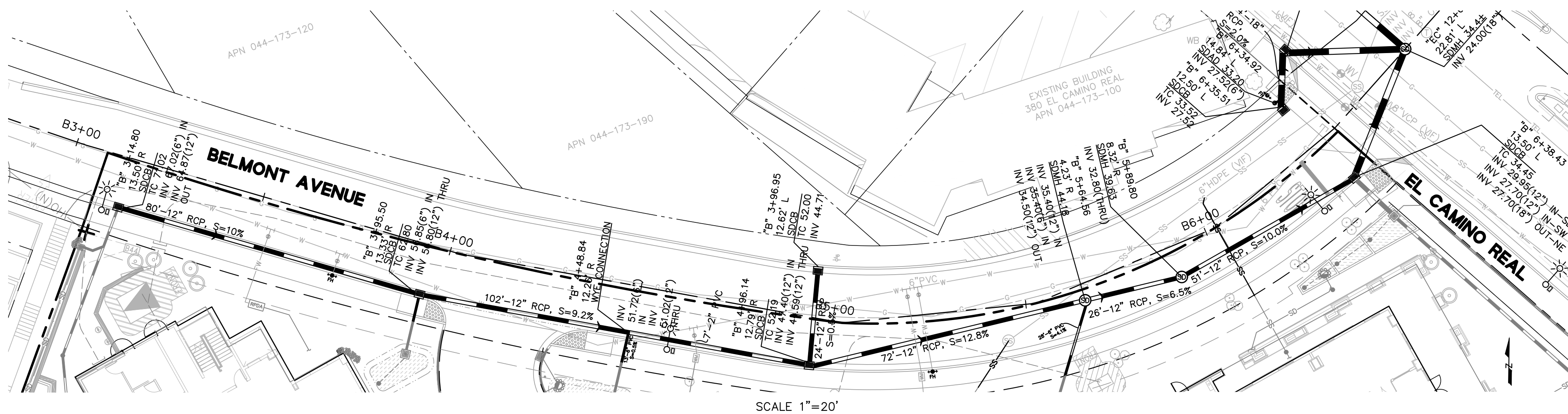
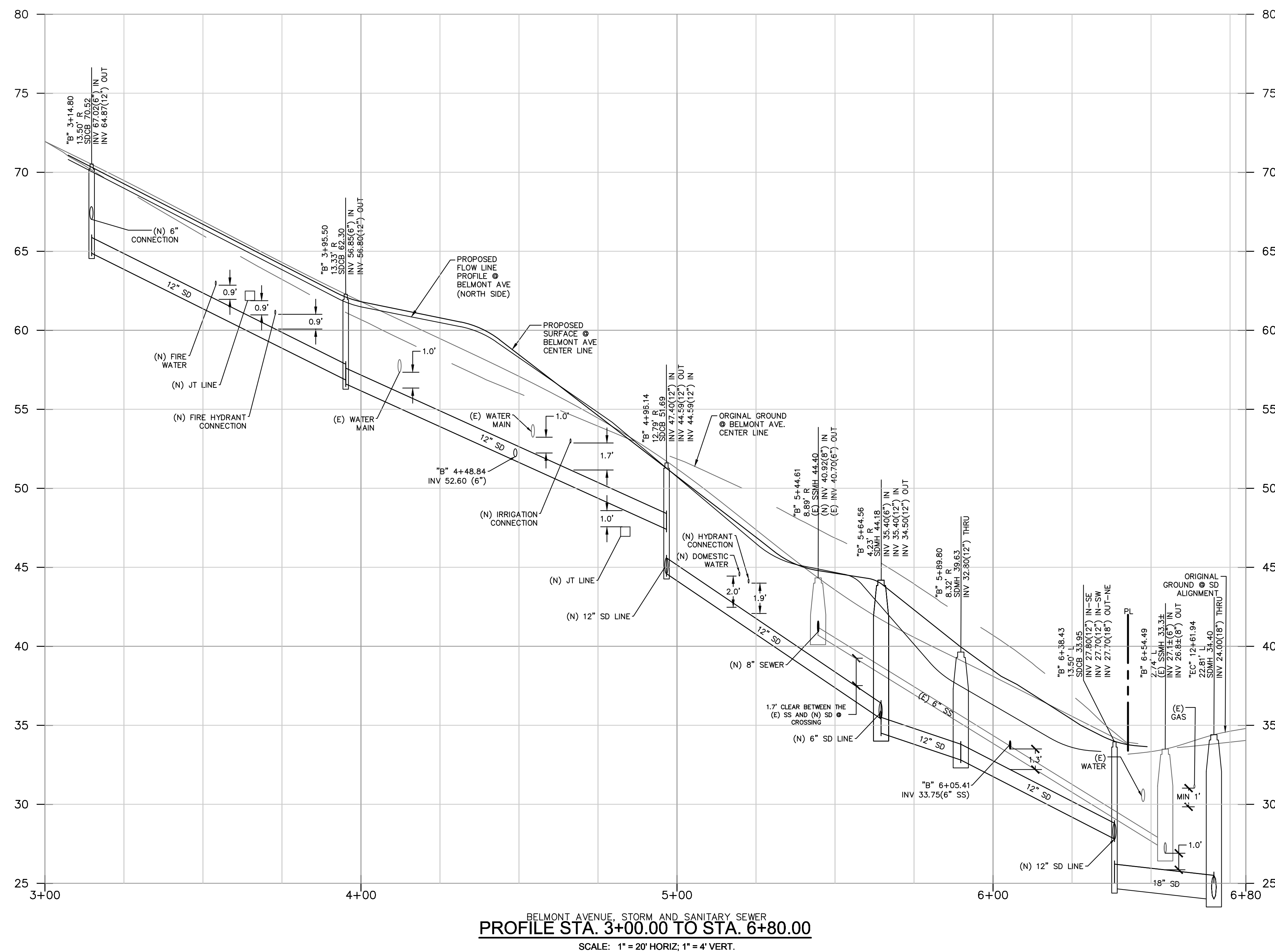


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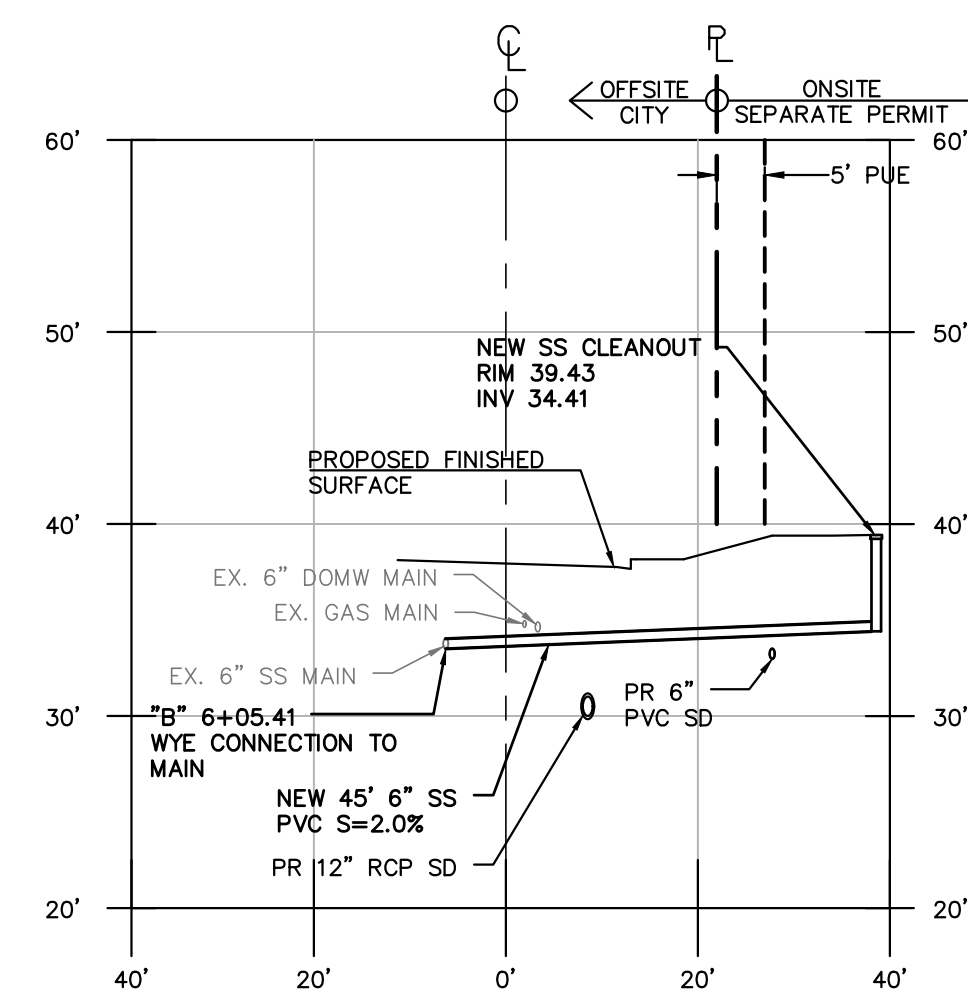
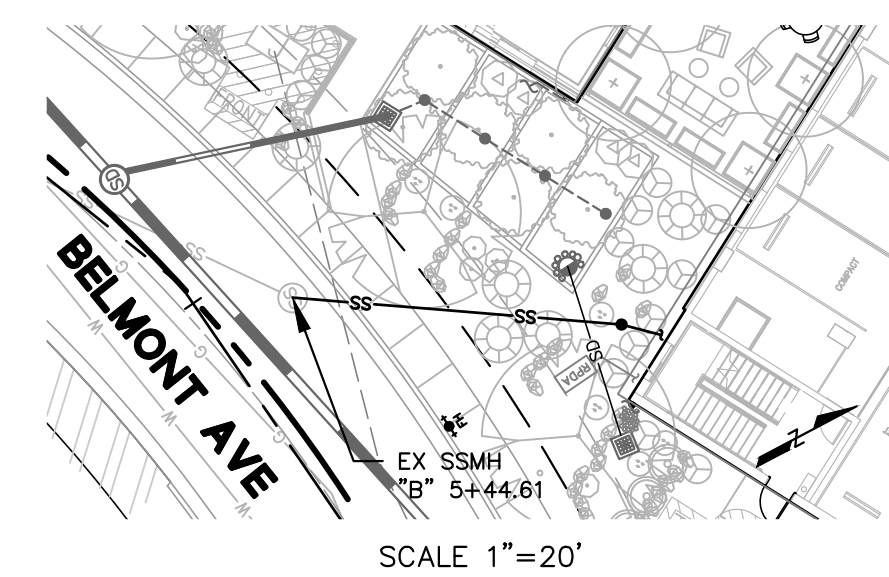
UTILITY PROFILES (OFFSITE)

C5.4

03/29/2024



SANITARY SEWER PROFILE
STA @ "B" LINE 5+44.61
VERTICAL: 1" = 10'
HORIZONTAL: 1" = 20'



SANITARY SEWER PROFILE
STA @ "B" LINE 6+05.41
VERTICAL: 1" = 10'
HORIZONTAL: 1" = 20'

