

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, September 13, 2021 - 7:00 PM

Visit Daly City's virtual meeting website to register to attend the virtual meeting via Zoom, watch the livestream of the meeting and view the agenda: <https://bit.ly/dalycitysep13>

COVID-19 ANNOUNCEMENT - PUBLIC MEETINGS

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Daly City Council and staff will participate in this meeting via a teleconference. Members of the public are encouraged to watch the meeting via Livestream (City Council Meeting Livestream) at <https://bit.ly/dalycitysep13>.

Public Participation:

There are two ways to submit public comment: (1) send written comments by 4:00 pm on meeting day and (2) register to speak at the meeting via Zoom.

To submit a comment in writing, please email cityclerk@dalycity.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:00 pm will be emailed to the City Council members prior to the meeting. Those comments received after 4:00 pm will be added to the record and shared with the City Council members following the public meeting. Comments are not read aloud into the record.

To speak at the meeting, you must register to join via Zoom. Please complete your registration by 5:00 pm on the meeting date in order to participate. After registering, you will receive a confirmation email containing instructions on how to join the meeting, including a unique link. Your email will not be disclosed to the public. Public comment is limited to two (2) minutes maximum, and speakers may only comment once per item.

To register to speak at the meeting via Zoom, visit <https://bit.ly/sep13zoomreg>. You must familiarize yourself with Zoom prior to joining the meeting. When you would like to speak on an item during the public comment portion of the meeting, you will need to use the "raise hand" feature in Zoom. The City will not be providing technical support.

If you do not wish to speak, the City requests that you watch the livestream of the meeting on the City's virtual meeting website at <https://bit.ly/dalycitysep13>.

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

AVAILABILITY OF PUBLIC RECORDS:

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

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

1. North County Business Resource Center Overview of Services, Amanda Anthony, Center Manager
2. Proclaiming September 2021 as Prostate Cancer Awareness Month, Barry Chauser, M.D. Director, Radiation Oncology Department, AHMC Seton Medical Center
3. Proclaiming August 2021 as Black Business Month, Keith Richardson, Owner, Keith's Chicken and Waffle and Charles Hill, Daly City Small Business Commissioner, Black Business Owner
4. Proclaiming September 2021 as National Preparedness Month, Sean Kavanaugh, Deputy Fire Chief, North County Fire Authority

APPROVAL OF MINUTES:

5. Regular Meeting of July 26, 2021

APPROVAL OF AGENDA:

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the City Council. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the City Council. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Communications:

6. 2021 Qtr 2 Investment Report

Resolutions:

7. Accepting Emergency Access Easement from Habitat for Humanity Greater San Francisco for the development at 3001 Geneva Avenue
8. Accepting and Appropriating Grant Fundings as a Partner Agency

9. Approving the Consolidated Annual Performance Evaluation Report (CAPER) for the Fiscal Year (FY) 2020-21 One-Year Action Plan
10. Amending Traffic Regulations to: (1) Remove accessible parking (blue) zone and extend existing passenger loading zone 22 ft. north to the school driveway at 251 Whittier Street for George Washington Elementary School (TSR 21/31); and (2) Remove one (1) metered parking stall on the north side of Washington Street, east of Junipero Serra Boulevard and install 64 ft of No Parking Zone (TSR 21/44).
11. Authorizing the City Manager to Execute a License Agreement with Eskabo Daan Filipino Martial Arts SF for the Use of Certain Portions of the Doelger Arts Center (200 Northgate Avenue)
12. Adopting Resolution Approving Proposed Revisions to the Rules and Regulations of the Classified Service
13. Authorizing City Manager to Execute Memorandum of Understanding (MOU) #3 with San Francisco Public Utilities Commission (SFPUC)
14. Authorizing City Manager to Execute Professional Services Agreement for Westlake Groundwater Storage and Recovery (GSR) Pump Station Modifications Project - Consulting Services

Check Registers:

15. Check Registers for the Month of July 2021

END OF CONSENT AGENDA

COMMUNICATIONS:

16. Use Permit UPR-1-21-14855 and Design Review DR-4-21-14856 – McDonald's Restaurant Reconstruction at 505 Serramonte Boulevard
 - A. Findings
 - B. EA - Categorical Exemption
 - C. UPR-1-21-14855. DR-4-21-14856

STAFF: Michael Van Lonkhuysen

RECOMMENDATION: Adopt Resolution by Roll Call Vote

AWARD OF BIDS/CONTRACTS:

17. Award of Purchase Contract for One (1) Vac-Con Combination Sewer/Storm Cleaner

STAFF: Jeff Fornesi

RECOMMENDATION: Adopt Resolution by Roll Call Vote

18. Award of Construction Contract for the Westlake Groundwater Storage and Recovery (GSR) Pump Station Modifications Project

STAFF: Tom Piccolotti

RECOMMENDATION: Adopt Resolution by Roll Call Vote

ORDINANCES:

19. Second Reading, Ordinance No. 1450, Amending Section of Title 15 of the Daly City Municipal Code Re: Building and Construction Permit Time Limitations

STAFF: Rose Zimmerman

RECOMMENDATION: Adopt Ordinance by Roll Call Vote

20. Second Reading, Ordinance No. 1451, Repealing and Replacing Chapter 8.64 of the Daly City Municipal Code Re: Regulating the Use of Disposable Food Service Ware by Food Facilities

STAFF: Rose Zimmerman

RECOMMENDATION: Adopt Ordinance by Roll Call Vote

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

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

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

21. Council Committee
22. City Council
23. Staff

ADJOURNMENT:

P R O C L A M A T I O N

PROSTATE CANCER AWARENESS MONTH

September 2021

- WHEREAS** *prostate cancer is the most frequently diagnosed cancer in men and the second leading cause of cancer deaths in men; and*
- WHEREAS** *the American Cancer Society estimates there will be 248,530 new cases of prostate cancer in the USA in 2021, resulting in an estimated 34,130 deaths; and*
- WHEREAS** *it is estimated 25,880 men in California will be diagnosed with prostate cancer this year and it is estimated 4,140 California men will die from this disease this year; and*
- WHEREAS** *the incidence of prostate cancer is almost 80% higher in non-Hispanic Black men than in non-Hispanic White men for reasons that remain unclear; and*
- WHEREAS** *early-stage prostate cancer usually has no symptoms and studies suggest strong genetic predisposition may be responsible for 5% to 10 % of prostate cancer; and*
- WHEREAS** *late-stage prostate cancer commonly spreads to the bones, which can cause pain in the hips, spine, ribs or other areas in the body; and*
- WHEREAS,** *the 5-year survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 30% when it spreads to the other parts of the body; and*
- WHEREAS** *risk factors for prostate cancer are increasing with age, African ancestry, a family history of the disease, and certain inherited genetic conditions; and*
- WHEREAS** *the American Cancer Society recommends that men should have a conversation with their health care provider and make an informed decision about whether to be tested for prostate cancer based on their personal values and preferences; and*
- WHEREAS** *the City of Daly City joins communities across our nation to increase the awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer.*

NOW, THEREFORE, I, JUSLYN C. MANALO, MAYOR and members of the City Council of the City of Daly City, do hereby proclaim the month of September 2021, as **PROSTATE CANCER AWARENESS MONTH in Daly City.**

Signed and sealed by the Mayor and City Council of the City of Daly City, this 13th day of September, 2021.

Juslyn C. Manalo, Mayor

Roderick Daus-Magbual, Vice Mayor

Raymond A. Buenaventura, Councilmember

Pamela DiGiovanni, Councilmember

Glenn R. Sylvester, Councilmember

Proclamation

BLACK BUSINESS MONTH AUGUST 2021

- WHEREAS,** August is National Black Business Month, and we recognize the Black-owned businesses in Daly City and across the country; and
- WHEREAS,** Historian John William Templeton and engineer Frederick E. Jordan Sr. founded National Black Business Month in August 2004 to “drive the policy agenda affecting the 2.6 million African-American businesses”; and
- WHEREAS,** Black business owners account for about 10% of U.S. businesses and about 30% of all minority-owned businesses which amounts to approximately two million companies owned by African Americans nationwide; and
- WHEREAS,** nearly 40% of black-owned businesses are in health care and social assistance, repair and maintenance, and laundry services while other categories include advertising firms, auto dealerships, consulting services, restaurants, barbershops, beauty salons, and more; and
- WHEREAS,** among cities, New York has the most black-owned businesses in the U.S. followed by Atlanta and the highest ratio of black-owned businesses is in Washington, DC where 28% of all businesses are black-owned; and
- WHEREAS,** the growth of black-owned franchise businesses has been explosive with over 30% of franchise businesses were black-owned, up from about 20% five years previous.
- NOW, THEREFORE, I, Juslyn C. Manalo, Mayor, and members of the City Council,** hereby proclaim **August 2021 as BLACK BUSINESS MONTH**, in the City of Daly City in support of African American-owned businesses and recognize those businesses whose influential and lasting contributions to our neighborhoods make Daly City a vibrant community in which to live, work and visit.

Signed and sealed by the Mayor and City Council
of the City of Daly City this 13th day of September
2021.

Juslyn C. Manalo, Mayor

Roderick Daus-Magbual, Vice Mayor

Raymond A. Buenaventura, Councilmember

Pamela DiGiovanni, Councilmember

Glenn R. Sylvester, Councilmember

PROCLAMATION

NATIONAL PREPAREDNESS MONTH

WHEREAS, *during September, the U.S. Department of Homeland Security and the National Preparedness Month Coalition urge all Americans to take some simple steps to make their families better prepared for emergencies; and*

WHEREAS, *with the Covid 19 pandemic in 2021/2020, the South Bay fires of 2020, and yearly winter storms in our county, all will continue to have devastating effects on the people, and the economy; and*

WHEREAS, *the loss of life and property can be greatly reduced if appropriate preparedness measures are taken before, during and after a disaster; and*

WHEREAS, *these lifesaving procedures will be highlighted during the month of September as the North County Fire Authority, city emergency services, and other service organizations provide disaster preparedness information to Daly City residents; and*

WHEREAS, *the community should take steps to help them before a disaster strikes including making a kit, having a plan, being informed, and getting involved; and*

WHEREAS, *it is highly recommended that our citizens become involved by participating in Earthquake Preparedness classes and the Community Emergency Response Team (CERT) Program; and*

WHEREAS, *this important safety information should be studied and observed throughout the year in order to reduce injuries, loss of life, and property damage in the event of a disaster.*

NOW, THEREFORE, I, Juslyn C. Manalo, Mayor and members of the City Council, do hereby proclaim *September 2021 as NATIONAL PREPAREDNESS MONTH* and encourage all Daly City residents to increase their knowledge and awareness of proper safety measures to follow before, during, and after a disaster.

Signed and sealed by the Mayor and City Council of the City of Daly City this 13th day of September 2021.

Juslyn C. Manalo, Mayor

Roderick Daus-Magbual, Vice Mayor

Raymond A. Buenaventura, Councilmember

Pamela DiGiovanni, Councilmember

Glenn R. Sylvester, Councilmember

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
JULY 26, 2021

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

The meeting was called to order by Mayor Manalo at 7:22 P.M. by video conference call pursuant to Governor Gavin Newsom’s Executive Order N-29-20.

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

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

APPROVAL OF MINUTES:

Regular Meeting of July 12, 2021

It was moved by Councilmember DiGiovanni, seconded by Vice Mayor Daus-Magbual and carried to approve the minutes of the Regular Meeting of July 12, 2021, as amended.

APPROVAL OF AGENDA:

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

CONSENT AGENDA:

It was moved by Councilmember DiGiovanni, seconded by Mayor Manalo and carried to approve the consent agenda with the exception of item numbers 1 through 5, and 11, which were removed from the consent agenda for further discussion.

Resolutions:

Adopting a Resolution Observing Juneteenth National Independence Day as a City Holiday for the City of Daly City

Mayor Manalo thanked staff including Human Resources Director Natalie Sakkal for working expeditiously on the item, allowing the City to observe Juneteenth as soon as possible and work with labor unions for implementation. The holiday recognizes the history of the United States and serves as a reminder that social justice and equity must continue to be in the framework of the work being done by the City.

Note on Public Comments: *For this meeting, members of the public were encouraged to watch the meeting via livestream at <https://bit.ly/dalycityjul26> and to register and speak at the meeting via Zoom, and/or submit public comments via email to cityclerk@dalycity.org prior to the public meeting. Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting were instructed to call the office of the City Clerk at 991-8078 prior to the meeting.*

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

Resolution 21-104, Adopting Observing Juneteenth National Independence Day as a City Holiday for the City of Daly City

Re-Appointing of Daly City Bicycle-Pedestrian Advisory Committee Members

Director of Public Works Richard Chiu provided information on the committee's responsibilities and staff recommendations for committee member terms and appointments. Council thanked committee members for their important work.

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

Resolution 21-105, Appointing Daly City Bicycle-Pedestrian Advisory Committee Members

Accepting Edward Byrne Memorial Justice Assistance Grant (JAG) Program Grant Funds for Drug Detection Canine

Acting Chief of Police John Gamez provided information on the award funds from JAG totaling \$18,511, which will be utilized to purchase a canine to be certified in drug detection.

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

Resolution 21-106, Accepting Grant from the Federal 2021 Edward Byrne Memorial Justice Assistance Grant Program to Purchase Drug Detection Canine

Accepting and Appropriating Grant from the Daly City Public Library Associates (DCPLA) for Library Summer Learning Programs

Library Services Manager Chela Anderson thanked and introduced Brian Dossey, the current chair of DCPLA. Mr. Dossey presented a grant of \$3,500 on behalf of DCPLA to fund the Library's summer learning program which assists kids from the loss in academic achievement made during the school year. The Council thanked the DCPLA for their continued and constant support of the City's libraries.

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

Resolution 21-107, Accepting and Appropriating Grant from the Daly City Public Library Associates

Extending Suspension of Overdue Fines for Library Materials

Library Services Manager Chela Anderson requested authorizing the Library to extend the forgiveness of overdue fines on library materials. The fines provide an unnecessary barrier to services, especially to lower-income residents who need libraries the most as the community recovers from the pandemic.

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

Resolution 21-108, Authorizing Extending Suspension of Overdue Fines for Library Materials

Approving the Subdivision Improvement Agreement between the City of Daly City and TNZ Development LLC, Green World Development LLC, and NKS Development LLC, and Approval of the Final Map SUB 8-13-7731, 55 Calgary Street 7-Lot Subdivision

Resolution 21-109, Accepting and Approving Final Subdivision Map and Authorizing Execution of a Companion Subdivision Improvement Agreement for 55 Calgary Street 7 Lot Subdivision

Accepting and Appropriating \$48,600 in Highway Safety Improvement Program State Funds for the John Daly Boulevard and Skyline Boulevard Intersection Safety Improvements Project, and Authorize the City Manager to Execute the Master Agreement for State-Funded Projects and the Program Supplement Agreement

Resolution 21-110, Accepting and Appropriating Highway Safety Improvement Program Cycle 10 State Funds for the John Daly Boulevard/Skyline Boulevard Intersection Safety Improvements Project and Authorizing Execution of Master Agreement for State Funded Projects and the Program Supplement Agreement

Authorizing Contract Renewal for Mussel Rock Landfill Site Monitoring Professional Services with Tetra Tech, Inc.

Resolution 21-111, Authorizing Amendment of Professional Services Agreement with Tetra Tech, Inc. for Mussel Rock Landfill Site Monitoring

Authorizing Amendment to Agreement for the Installation of Conduit with Intermountain Infrastructure Group, LLC

Resolution 21-112, Authorizing Amendment to Agreement with Intermountain Infrastructure Group, LLC for Installation of Conduit

Authorizing City Manager to Execute Three-Year Agreement with ePlus Technology for Rubrik Data Protection Services

Resolution 21-113, Authorizing a Three-Year Agreement with ePlus Technology for Rubrik Data Protection Services

Authorizing City Manager to Enter into Agreement with the County of San Mateo for the Second Course Meal Program

Assistant City Manager Stephen Stolte provided information on the new San Mateo County program, Second Course, which ensures continuity of meal delivery to vulnerable residents. San Mateo County will work with the City's Active Adult and Senior Services Unit to provide up to 19,500 meals over the course of the next year.

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

Resolution 21-114, Approving and Authorizing Agreement with the County of San Mateo for the Second Course Meal Program

Check Registers:

Check Registers for Month of June 2021

END OF CONSENT AGENDA

PUBLIC HEARINGS:

Introduction of Ordinance Amending Sections of Title 15 of the Daly City Municipal Code Re: Building and Construction Permit Time Limitations

Chief Building Official Mario Sigala provided information on the recommended amendments, which allow for increased time limits on permits and permit applications. It includes a 360-day extension to provide leniency relating to the events of the COVID-19 pandemic. Mr. Sigala addressed questions on costs associated with resubmission of plans and plan review fees.

It was moved by Councilmember DiGiovanni, seconded by Councilmember Buenaventura and carried to open the public hearing. There were no speakers on this matter.

It was moved by Councilmember DiGiovanni, seconded by Vice Mayor Daus-Magbual and carried to close the public hearing.

It was moved by Councilmember Buenaventura, seconded by Vice Mayor Daus-Magbual and carried for the City Attorney to Read by Title Only.

Councilmember Buenaventura introduced the following ordinance:

Ordinance 1450, Amending Sections of Title 15 of the Daly City Municipal Code Regarding Building And Construction: Permit Time Limitations

Introduction of Ordinance Repealing and Replacing Chapter 8.64 – Regulating the Use of Disposable Food Service Ware by Food Facilities

Assistant to the City Manager Leilani Ramos provided an overview of a County-led initiative aimed at reducing the use of plastic disposable food service ware, or single-use plastics, in Daly City, which has become a pervasive pollutant that can last hundreds of years. To address this, staff is recommending joining the County-led initiative by adopting an ordinance that is consistent with other policies in the County. Ms. Ramos highlighted the objectives of the proposed ordinance and recommended going beyond the model ordinance and include a reusable food service ware requirement wherever practicable. Staff further recommended postponing effective date of the ordinance to October 1, 2022 to allow for an additional six months for businesses to prepare and transition to natural fiber-based or reusable food wares.

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Ms. Ramos addressed questions on the following issues: eat-in capabilities at local restaurants, types of compostable food wares and plastics, outreach for corporations, resources for certified third-party vendors, whether polystyrene coolers can be added to the list, incentive qualifications, and any oppositions by the food industry to this type of policies.

It was moved by Vice Mayor Daus-Magbual, seconded by Councilmember DiGiovanni and carried to open the public hearing.

The following speakers supported the proposed ordinance to ban single-use plastic disposable food ware in Daly City. Commenters supported the decision to include a reusable food ware requirement for dine-in since most dine-in restaurants are now using reusable food ware and diners now feel safer using reusables. Reasons listed for adopting the policy included: the ban will help business savings since there a high expense associated with single-use food ware; the ordinance will align Daly City with other cities in the County which have had success with the ban; and the profound impacts on the environment and human health from reducing plastic pollution. Individuals commended staff on research that has been done and thanked Council for taking action on the initiative.

Alejandra Warren, Sustainability Consultant
Sally Liu, Reusable San Mateo County
Daisy Fong, Reusable San Mateo County

Matt Warren
Eva Holman, Upstream
Helen Nicely

It was moved by Mayor Manalo, seconded by Councilmember Buenaventura and carried for the City Attorney to Read by Title Only with the caveat that the City provide an opportunity to support any small business in meeting new policy requirements due to a hardship.

Mayor Manalo introduced the following ordinance:

Ordinance 1451, Repealing and Replacing Chapter 8.64 of the Daly City Municipal Code Regulating the Use of Disposable Food Service Ware by Food Facilities

TEFRA Hearing/ Tax-Exempt Financing for Brunswick Street Apartments

Housing and Community Development Supervisor Betsy ZoBell requested conducting a Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing regarding the reissuance of up to \$80,000,000 of tax-exempt conduit bonds to finance the development of 206 lower-income senior apartments at 4619 Brunswick Street.

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

It was moved by Councilmember DiGiovanni, seconded by Vice Mayor Daus-Magbual and carried to close the public hearing.

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

Resolution 21-115, Approving the Reissuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Brunswick Street Apartments

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COMMUNICATIONS:

Designation of 2021 Voting Delegate and Alternates for League of California Cities Annual Business Meeting

City Manager Shawna Maltbie recommended the Council select and designate a voting delegate and up to two alternates to participate in the League of California Cities Annual Business Meeting.

It was moved by Councilmember Buenaventura, seconded by Vice Mayor Daus-Magbual and carried by unanimous roll call vote to designate Mayor Manalo as voting delegate.

It was moved by Mayor Manalo, seconded by Councilmember Buenaventura and carried by unanimous roll call vote to designate Vice Mayor Daus-Magbual and Councilmember Buenaventura as voting alternates.

Resolution 21-116, Authorizing Selection and Designation of a Voting Delegate and Alternate(s) to Cast Ballots on Behalf of the City of Daly City at the League of California Cities Annual Business Meeting

Requesting Reconsideration of Zone Change ZC-4-21-15008 — Rezone 1618 Sullivan Avenue to be included within the CC Commercial Cannabis Combining District

Mayor Manalo expressed disappointment in fellow Councilmembers who chose not to postpone the decision on this matter during the June 28th Council meeting, thereby taking away opportunity for Mayor Manalo to have a voice on the issue.

Senior Planner Michael Van Lonkhuysen provided a summary on the zone change request by the property which would allow them to join the commercial cannabis overlay zone and have potential retail sales of cannabis onsite. Mr. Van Lonkhuysen reported that on a 2-2 vote, the Council declined the request, but the applicant, Mr. Tealdi, is requesting a reconsideration of the denial.

Mayor Manalo entertained a motion on the item from Councilmember DiGiovanni or Councilmember Sylvester. According to Ms. Zimmerman, due to the lack of motion from Councilmember DiGiovanni or Councilmember Sylvester, no motion can proceed, and motion failed.

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Helen Nicely expressed concern with the proposed development on Thornton Beach Bluff, citing it as an unstable area. Ms. Nicely urged Council to consider the disasters that have occurred on the coast as well as impacts on existing buildings and property owners in that location.

REPORTS:

City Council

Councilmember Sylvester congratulated Daly City residents Mark and Baya Sagum and their daughter Dominique who won the FALEO (Filipino American Law Enforcement Officers Association) Scholarship Award in honor of Officer Nick Burko who made the ultimate sacrifice.

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Mayor Manalo provided an updated on the seismic work being done on Seton, the community's hospital, acknowledging the collaboration with Supervisor David Canepa's office and the extension and support from Assemblymember Phil Ting and Senator Scott Weiner. Mayor Manalo reminded everyone of the importance of water conservation at this time and recognized the residents for doing their part. Mayor Manalo reported on families and individuals who cook food for sale from their homes and the related County program MEHKO (Microenterprise Home Kitchen Operations), and would like to see how Daly City can support these small businesses. Mayor Manalo suggested ways in which Daly City can be supportive and innovative: by looking at opportunities to find an incubator kitchen site for these businesses, by looking at established models like La Cocina in San Francisco, or by partnering with North San Mateo Entrepreneur Center to ensure residents have access to those resources. Ms. Maltbie reported on the new business center in South San Francisco and what staff is looking into to assist the small home-cooking businesses. Mayor Manalo thanked Ms. Maltbie and her staff and all the employees for continuing to serve Daly City. The Mayor also thanked Leilani Ramos, Richard Chiu and Public Works, and all departments who worked on and attended the celebration at Gellert Park after its renovations.

Councilmember DiGiovanni commended the seismic retrofit of Seton Hospital and acknowledged Assemblymember Phil Ting, Senator Scott Weiner, Congresswoman Jackie Speier and Supervisor David Canepa for their support. Councilmember DiGiovanni reported on the current surge of COVID-19 cases and the nurses being understaffed at Seton and asked that all union members are supported. Councilmember DiGiovanni thanked Richard Chiu and Public Works staff, Denise Brown and Recreation staff, Tom Piccolotti and staff, Shawna Maltbie and staff, and the community for their efforts on the Gellert Park re-opening and celebration.

Vice Mayor Daus-Magbual reported participation in a delegation with San Francisco Supervisor Matt Haney, Pastor Theon Johnson III, Raquel Rodondez (Malaya Movement), and survivor Brandon Lee; they were part of a protest at the Philippine Consulate concerning the State of Union Address of the Duterte regime of the Philippines. The delegation spoke with the deputy representatives regarding the investigation of and justice for friend Brandon Lee, who targeted for assassination and shot for protecting indigenous people's lands in the Cordillera region of the Philippines.

ADJOURNMENT:

At 9:48 PM, Mayor Manalo adjourned the meeting in memory of Miles Shigeru Honda and Florence Calalang.

Approved as submitted, this 13th

day of September, 2021.

City Clerk

Mayor

**CITY OF DALY CITY
NORTH SAN MATEO COUNTY SANITATION DISTRICT**

Pooled Cash Investments
As of June 30, 2021

Daneca Halvorson
City Treasurer

INSTITUTION	ACCOUNT NUMBER /CUSSIP	TYPE OF INVESTMENT	TERM	MATURITY DATE	INTEREST RATE	CURRENT YIELD	SHARES HELD	MARKET VALUE	VARIANCE	Market Value Factor
Local Agency Investment Fund City of Daly City Sacramento, CA	98-41-238	Pooled Investment				0.262	\$ 20,869,249	\$ 20,870,981	\$ 1,732	1.0001
Local Agency Investment Fund Sanitation District Sacramento, CA	70-41-005	Pooled Investment				0.262	\$ 397,654	\$ 397,687	\$ 33	1.0001
County of San Mateo Investment Pool Redwood City, CA	3364	Pooled Investment				1.022	\$ 170,409,217	\$ 167,853,079	\$ (2,556,138)	0.985
Total Pooled Investment							\$ 191,676,120	\$ 189,121,747	\$ (2,554,374)	

Union Bank 350 California Street, 11th Floor San Francisco, CA 94104	6736302210									
	31422BAM2	BOND		1/3/2022	2.90%	2.86%	\$ 1,079,000	\$ 1,094,548	\$ 15,548	
	3130AMLL4	BOND		5/26/2016	0.95%	0.95%	\$ 1,020,000	\$ 1,016,104	\$ (3,896)	
	36200 MQW6	GNMA'S		7/15/2033	4.50%	3.99%	\$ 62,817	\$ 70,875	\$ 8,058	
	32691 HTQ7	GNMA'S		3/15/2034	5.50%	4.80%	\$ 50,770	\$ 58,149	\$ 7,379	
	36291 YRM1	GNMA'S		3/15/2035	5.50%	4.93%	\$ 2,509	\$ 2,801	\$ 292	
	36295 WJ24	GNMA'S		3/15/2038	5.00%	4.43%	\$ 67,951	\$ 76,632	\$ 8,681	
	36202 E6D6	GNMA'S		6/20/2039	4.50%	4.07%	\$ 430,441	\$ 476,025	\$ 45,584	
SubTotal Government Obligations							\$ 2,713,488	\$ 2,795,133	\$ 81,645	
BMW Bank	05580ASH8	CD	3 YR	9/20/2022	1.85%	1.81%	\$ 245,000	\$ 250,189	\$ 5,189	
EagleBank	27002YES1	CD	3.5 YR	10/4/2022	1.85%	1.81%	\$ 245,000	\$ 250,314	\$ 5,314	
Merrick bank	59013KEL6	CD	3 YR	12/30/2022	1.80%	1.76%	\$ 247,000	\$ 253,081	\$ 6,081	
EnerBank	29278TLL2	CD	3.5 YR	3/13/2023	1.80%	1.75%	\$ 245,000	\$ 251,723	\$ 6,723	
American Express	02589AA44	CD	3 YR	3/17/2023	0.85%	0.84%	\$ 247,000	\$ 249,808	\$ 2,808	
Bell Bank	07815ABD8	CD	3 YR	3/24/2023	0.85%	0.84%	\$ 247,000	\$ 249,821	\$ 2,821	
Captiol One	14042TCX3	CD	3 YR	3/27/2023	1.00%	0.99%	\$ 248,000	\$ 251,499	\$ 3,499	
Prime Alliance	74160NHE3	CD	3 YR	3/27/2023	1.00%	0.99%	\$ 248,000	\$ 251,499	\$ 3,499	
Morgan Stanley	61768U2E6	CD	3.25 YR	1/27/2024	0.30%	0.30%	\$ 249,000	\$ 249,725	\$ 725	
Morgan Stanley	61690UQU7	CD	5 YR	12/26/2024	1.90%	1.81%	\$ 247,000	\$ 259,987	\$ 12,987	
Raymond James	75472RAU5	CD	3 YR	12/30/2024	1.85%	1.76%	\$ 247,000	\$ 259,624	\$ 12,624	
Promiseone	74348HAG3	CD	5 YR	3/26/2025	0.90%	0.88%	\$ 247,000	\$ 251,377	\$ 4,377	
Baycoast Bank	072727BG4	CD	5 YR	3/31/2025	0.90%	0.88%	\$ 247,000	\$ 251,372	\$ 4,372	
JP Morgan Chase	48128UQJ1	CD	5 YR	10/30/2025	0.50%	0.50%	\$ 249,000	\$ 247,929	\$ (1,071)	
Luana Savings	549104TK3	CD	5 YR	11/18/2025	0.40%	0.40%	\$ 249,000	\$ 246,615	\$ (2,385)	
Bank Hapaolim	06251A2Q2	CD	5 YR	12/15/2025	0.50%	0.50%	\$ 249,000	\$ 247,337	\$ (1,663)	
BMO Harris Bank	05600XBQ2	CD	5 YR	12/18/2025	0.50%	0.50%	\$ 249,000	\$ 247,297	\$ (1,703)	
Medallion Bank	58404DJN2	CD	5 YR	1/29/2026	0.45%	0.46%	\$ 249,000	\$ 246,159	\$ (2,841)	
Live Oak	538036NE0	CD	5 YR	2/10/2021	0.50%	0.50%	\$ 249,000	\$ 246,555	\$ (2,445)	
Sallie Mae Bank	7954506X8	CD	5 YR	6/30/2026	0.90%	0.90%	\$ 249,000	\$ 249,304	\$ 304	
SubTotal Corporate Obligations							\$ 4,952,000	\$ 5,011,215	\$ 59,215	
Total Union Bank							\$ 7,665,488	\$ 7,806,348	\$ 140,860	

Grand Total Investments **\$ 199,341,608** **\$ 196,928,095** **\$ (2,413,514)**

Our portfolio conforms to our Statement of Investment Policy and is in compliance with Government Code Section 53646, which requires the ability to meet its expenditure requirements for the next six months.

Market Value information provided by Local Agency Investment Fund, San Mateo County Investment Pool, and Union Bank.

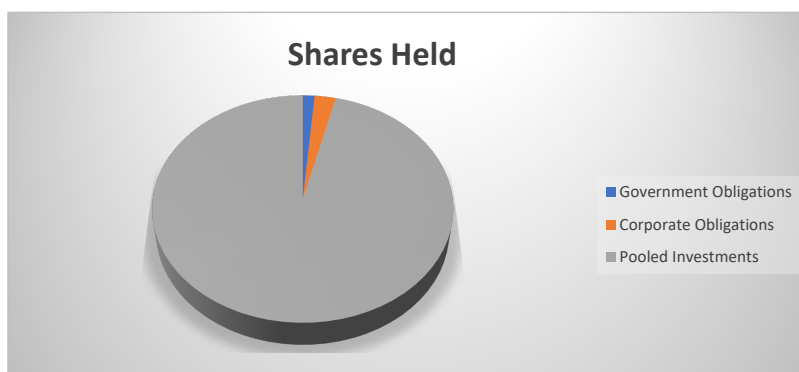
**CITY OF DALY CITY
NORTH SAN MATEO COUNTY SANITATION DISTRICT**

**Principal Portfolio Summary
Fiscal Year 2020-2021**

Quarter ending June 30, 2021

	<i>Shares Held Current Quarter</i>
Beginning Value	\$ 176,985,617
Ending Value	\$ 199,341,608
Investment Gain	\$ 22,355,991

	Shares Held	Market Value	Percentage of Portfolio
Government Obligations	\$ 2,713,488	\$ 2,795,133	1%
Corporate Obligations	\$ 4,952,000	\$ 5,011,215	2%
Pooled Investments	\$ 191,676,120	\$ 167,853,079	96%
	\$ 199,341,608	\$ 175,659,428	100%



New Purchases in Quarter ending June 30, 2021

NAME	CUSIP	TYPE	TERM	PURCHASE DATE	INTEREST RATE	AMOUNT
Federal Home Loan Bank	3130AMLL4	3130AMLL4	BOND	5/26/2021	0.95%	\$ 1,020,000
Sallie Mae Bank	7954506X8	7954506X8	CD	6/30/2021	0.90%	\$ 249,000
UBS Bank USA	90348JP61	90348JP61	CD	7/8/2021	0.90%	\$ 249,000
Synchrony Bank	87165ET98	87165ET98	CD	9/3/2021	0.90%	\$ 248,000

Matured Investments in Quarter ending June 30, 2021

NAME	CUSIP	TYPE	TERM	PURCHASE DATE	INTEREST RATE	AMOUNT
------	-------	------	------	---------------	------------------	--------



City Council Agenda Report

Item # _____

Meeting Date: September 13, 2021

Subject: Acceptance of Emergency Access Easement from Habitat for Humanity Greater San Francisco for the development at 3001 Geneva Avenue

Recommended Action

Staff recommends that the City Council approve and authorize the City Manager to accept the Emergency Access Easement Deed from Habitat for Humanity Greater San Francisco for a 4-foot wide emergency access easement associated with the development at 3001 Geneva Avenue.

Background

Habitat Geneva is an affordable housing development consisting of six townhome-style residential condominium units located at 3001 Geneva Avenue at the northeast corner of Geneva Avenue and Schwerin Street, developed by Habitat for Humanity Greater San Francisco (Subdivider). On February 24, 2020, the City Council approved the Subdivision Improvement Agreement and Final Map SUB-1-19-13832 for Habitat Geneva.

The Subdivider desires to grant an Emergency Access Easement over a 4-foot wide portion of the north and east sides of the property to provide emergency access for public safety personnel and emergency equipment.

Discussion

Acceptance of the Emergency Access Easement will allow public safety personnel and emergency equipment to access the sides of the development that are not fronting the street. The Subdivider would be required to keep the area free and clear of any structures or obstructions of any kind, except for a fence along the length of the easement so long as it does not interfere with such access. The attached legal description and plat map have been reviewed and approved by staff.

Fiscal Impact

There is no fiscal impact associated with these recommendations.

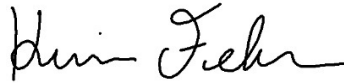
Summary/Conclusion

Staff recommends that the City Council approve and authorize the City Manager to accept the Emergency Access Easement Deed from Habitat for Humanity Greater San Francisco for a 4-foot wide emergency access easement associated with the development at 3001 Geneva Avenue.

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

Acceptance of Emergency Access Easement from Habitat for Humanity Greater San Francisco for the
development at 3001 Geneva Avenue
Meeting Date: September 13, 2021
Page 2 of 2

Respectfully submitted,



Kevin Fehr
City Engineer



Richard Chiu, Jr.
Director of Public Works

Attachments:

1. Emergency Access Easement Deed

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

EMERGENCY ACCESS EASEMENT DEED

HABITAT FOR HUMANITY GREATER SAN FRANCISCO, a California Corporation ("Grantor"), Grantor hereby grants to the City of Daly City ("City") the following easement over, upon and across that certain real property located in the City of Daly City, County of San Mateo, State of California more particularly described and attached hereto as Exhibit A, and depicted on the plat attached hereto as Exhibit B (the "Dedication Area"):

1. An Emergency Access Easement over and under the Dedication Area for access of public safety personnel and emergency equipment; and

Grantor further acknowledges and agrees to the following:

1. Grantor, their successors and assigns will keep the Dedication Area free and clear of any structures, fences or obstructions, of any kind, except that the Grantor may install and maintain a fence along the dedicated easement provided that such fence shall not interfere with Grantee's rights.
2. Covenant Runs with the Land. The Emergency Access Easement shall be perpetual and irrevocable and shall operate as a covenant running with the land. The Emergency Access Easement shall encumber Grantor's Property for the benefit of the Grantee only. The Emergency Access Easement shall inure to the benefit of, and be binding upon, the Grantee and its respective successors and assigns. All rights, titles and privileges herein granted, including all benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the parties hereto, including heirs, executors, administrators, grantees and successors.

Grantor:

**HABITAT FOR HUMANITY GREATER SAN
FRANCISCO,
a California Corporation**

By: Habitat for Humanity Greater San Francisco,
a California Corporation

By: 
Name: MAURIEN SEDONAEN
Its: CEO

Dated: July 12, 2021

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.

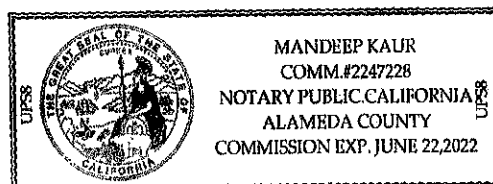
STATE OF _____)
) SS
COUNTY OF _____)

On JULY 12TH, 2021 before me, MANDEEP KAUR, a Notary Public, personally appeared MAUREEN SEDONAEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Mandeep Kaur



CERTIFICATE OF ACCEPTANCE
(Government Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the Emergency Access Easement, dated _____, 2021 from HABITAT FOR HUMANITY GREATER SAN FRANCISCO to the City of Daly City, a municipal corporation, is hereby accepted by the undersigned on behalf of the City of Daly City pursuant to the authority conferred by City Council Resolution No. _____ adopted on _____, 2021, and the City of Daly City consents to recordation thereof by its duly authorized officer.

CITY OF DALY CITY, a municipal corporation

Dated: _____, 2021

By: _____
Shawwna Maltbie
City Manager

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 _____ 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 and official seal.

Signature _____

EXHIBIT "A"
LEGAL DESCRIPTION
EMERGENCY ACCESS EASEMENT

BEING an emergency access easement over, upon and across portions of that certain real property located in the City of Daly City, County of San Mateo, State of California, said real property being further described as LOT 1 as shown on the map entitled "FINAL MAP, SUBDIVISION 1-19-13832" and recorded in Book 142 of Maps at Pages 78 & 79 in the Office of the County Recorder of said County, and said portions also being more particularly described as follows:

PORTION 1

The northerly four (4.00) feet, measured at right angles, of said Lot 1;
CONTAINING 523 square feet of land, more or less.

PORTION 2

The easterly four (4.00) feet, measured at right angles, of said Lot 1;
EXCEPTING THEREFROM the northerly four (4.00) feet, measured at right angles, of said Lot 1;
CONTAINING 172 square feet of land, more or less.

The Basis of Bearings for the above-described legal description is said "FINAL MAP, SUBDIVISION 1-19-13832".

The above-described legal description is shown on the attached Exhibit B and by reference hereto made a part hereof.



LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:

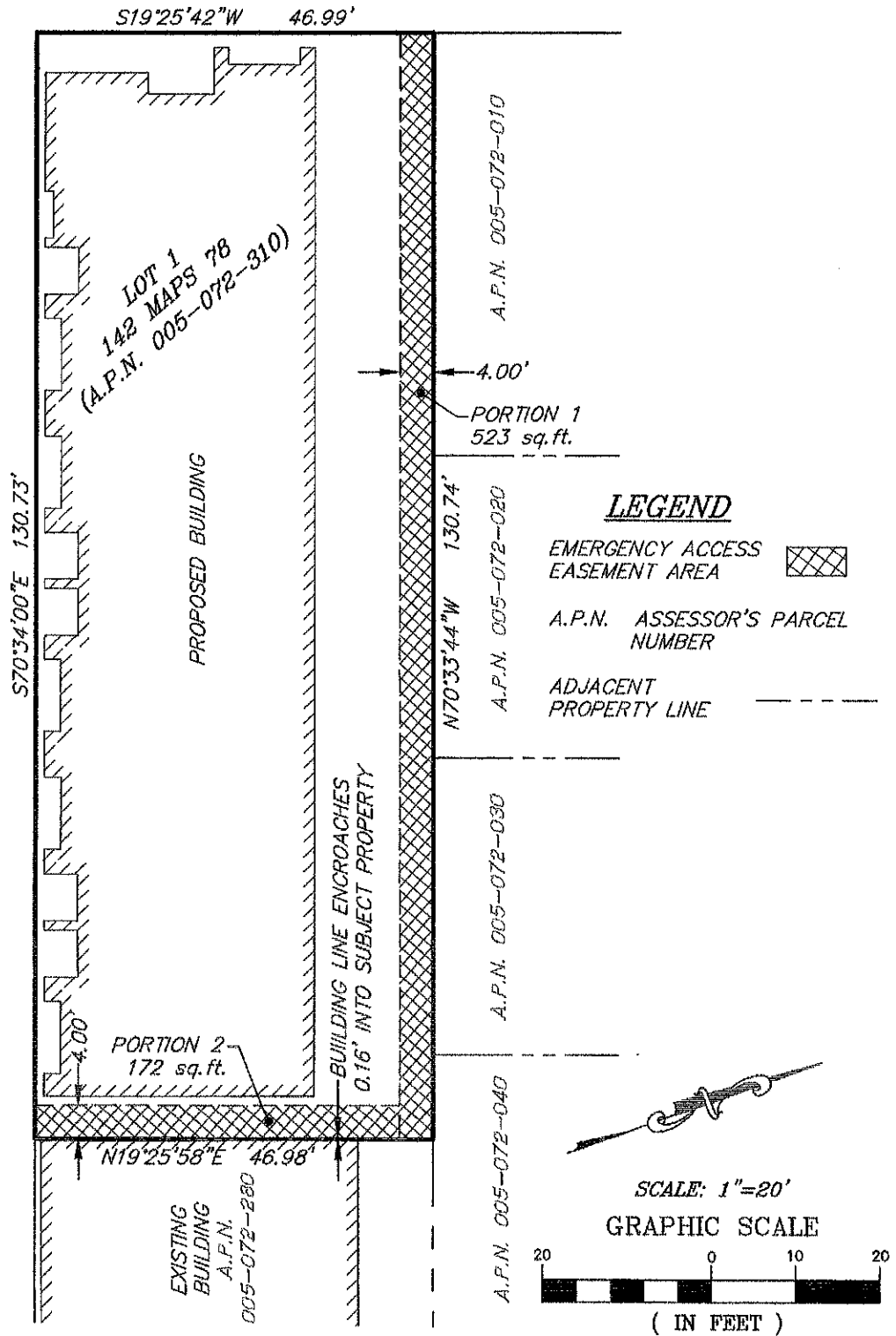
A handwritten signature in blue ink that reads "Andrew K. Holmes". The signature is written in a cursive style and is positioned above a horizontal line.

License Expires 09/30/21

EXHIBIT B EMERGENCY ACCESS EASEMENT

SCHWERIN ST. (66' WIDE)

GENEVA AVE. (119' WIDE)





City Council Agenda Report

Item # _____

Meeting Date: September 13, 2021

Subject: Accepting and Appropriating Grant Funding as a Partner Agency

Recommended Action

It is recommended City Council accept and appropriate an additional \$1,000 for the grant from the California School-Age Consortium (CalSAC).

Background

The City of Daly City's Department of Library and Recreation Services entered an agreement with California School-Age Consortium in 2018 to expand our partnership through a project designed to support the social and emotional wellbeing of youth by building the capacity of youth development practitioners. CalSAC, who has been a long-time partner in providing professional development in our community, received a grant from the Sandhill Foundation to create and implement a project designed to support the health and wellness of youth in San Mateo County and Northern Santa Clara County through the work of the OST Professional Development Wellness Network Collaborative.

As a partner in this project, staff has participated in meetings convened by CalSAC; reviewed and provided input on the development of onsite and online training curriculum formed by the design and curriculum team; enrolled a cohort of staff from our organization to participate in a training of the trainers institute; supported our staff with applying the knowledge, skills and abilities gained through participation in the project, and participated in evaluation collection and impact reporting.

Fiscal Impact

The City of Daly City Department of Library and Recreation Services received an additional \$1,000 in fiscal year 2020-2021 to support the mental health and wellness of staff working in partnership with the Out of School Time (OST) Professional Development Wellness Network Collaborative. The funding will be utilized to support staff's mental health and wellness through staff trainings and teambuilding opportunities.

Summary/Conclusions

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

Respectfully submitted,

Jennifer M. Der
Senior Recreation Services Supervisor

Denise M. Brown
Recreation Services Manager



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 13, 2021

Subject: Consolidated Annual Performance Evaluation Report (CAPER) for the Fiscal Year (FY) 2020-21 One-Year Action Plan

Recommended Action

Approve the attached Consolidated Annual Performance Evaluation Report (CAPER) for the Fiscal Year (FY) 2020-21 One-Year Action Plan.

Background

As a requirement of the Community Development Block Grant (CDBG) and HOME programs, the City of Daly City must submit a report on the use of CDBG and HOME funds. This report, titled the Consolidated Annual Performance and Evaluation Report (CAPER), summarizes expenditures and accomplishments of the City's CDBG and HOME programs in the past fiscal year beginning July 1, 2020 to June 30, 2021. A draft copy of the CAPER is presented for Council review.

During Fiscal Year 2020-21, the City of Daly City expended a total of \$1,257,043 in CDBG funds and \$383,948 in HOME funds. \$205,616 of the CDBG funds expended were CDBG-CV funds, additional funds received through the Coronavirus Aid, Response and Security Act (CARES Act) to prevent, prepare for and respond to COVID-19. Appendix D of the draft CAPER shows the allocation and expenditure of CDBG funds during the FY20-21 program year.

Outcomes from FY20-21 include the following:

- City Residential Rehabilitation Program issued two loans and one senior grant totaling \$78,148 to three low income homeowners. The two loans were for emergency repairs related to plumbing, stairs and roof.
- Center for Independence of Individuals with Disabilities (CIID) provided home accessibility modifications to ten households. Eight of these households were elderly households.
- Rebuilding Together Peninsula provided minor home improvement reports to ten elderly households.
- Peninsula Family Service provided subsidized childcare services to 58 children.
- LifeMoves assisted seven households comprised of 27 persons, at Family Crossroads, a transitional shelter for homeless families located in Daly City.
- HIP Housing's Shared Housing program matched three households seeking homesharing arrangements.
- Legal Aid assisted 109 households, comprised of 281 persons, with affordable and free legal services relating to evictions and tenant/landlord issues.
- Project Read provided 15 adults with literacy tutoring.

- Project Sentinel conducted four fair housing cases (four complaint-based and 15 audits).
- Daly City Partnership provided 36 households with emergency tenant based rental assistance using HOME funds, and 12 households with emergency rental assistance using CDBG-CV funds.

The City used FY20-21 CDBG funds to make a loan payment of \$388,020 towards its Section 108 loan that was used to build the Bayshore Community Center.

COVID-19 affected the outcomes of some of the activities, with some falling quite short of their goals. For example, homeowners appear to have been discouraged from taking on housing rehabilitation projects. Literacy training saw a decline in numbers as a result of learners lacking access to or sufficient knowledge of navigating technology to engage in distance learning. COVID contributed to longer stays at Family Crossroads. All service providers are continuing to adjust their operations in response to COVID.

Discussion

Staff recommends that Council approve the attached CAPER covering the period of July 1, 2020 through June 30, 2021. The draft CAPER was made available for public review from August 29, 2021 through September 13, 2021.

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

Respectfully Submitted,



Lenelle D. Suliguin
Housing Coordinator



Tatum Mothershead
Director, Economic & Community Development

Attachment

Draft CAPER

HUD

Consolidated

Plan

Consolidated Annual Performance



and Evaluation Report

(CAPER)

Fiscal Year 2020-2021

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

CITY OF DALY CITY



HUD CONSOLIDATED PLAN

July 1, 2020 through June 30, 2021

**Consolidated Annual Performance and Evaluation Report
(CAPER)
*Fiscal and Program Year 2020-2021***

CITY COUNCIL

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

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

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

**CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
(CAPER)
2020-2021 ONE YEAR ACTION PLAN**

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CR-05-Goals and Outcomes	1
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APPENDICES

- Appendix A: IDIS reports
 - PR26- Financial Summary
- Appendix B: Affidavit of Publication
- Appendix C: Geographic Distribution of Activities
- Appendix D: FY20-21 CDBG Funding Table
- Appendix E: Table 1 Progress Summary

CR-05 - Goals and Outcomes

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

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

During PY20-21, the third year of the City's Five Year Consolidated Plan period (July 2020 through June 2021), the City made progress in meeting various priority needs identified in the Plan. Progress was limited by the effects of COVID-19 for most activities. For example, stays at Family Crossroads, a family transitional shelter, were longer and so a lower number of households were able to be served.

The City, using its annual CDBG allocation, continues to make payments on its Section 108 loan which was used to fund the development of the Bayshore Community Center which was completed in 2006. Section 108 loan payments in PY20-21 comprised about 33% of the City's PY20-21 CDBG expenditures. The City will continue to have a portion of its annual CDBG grant go towards the loan payments until October 2022.

The table below summarizes the outcomes for the PY20-21 Action Plan as well as the Five Year Strategic Plan. Please note the following regarding the table below:

- Some goals associated with the Assessment of Fair Housing (AFH) do not have quantitative outcome indicators (AFH5, AFH7, AFH8, AFH10, and AFH11). Please see Appendix E for a summary of progress.
- The goal to provide City Residential Rehabilitation Program appears in two rows for the same activity. The program serves both rental units and homeowner housing units. It appears in two separate rows but is one activity.
- Some goals were set up with multiple indicators and appear in multiple rows, making the table below hard to read. To facilitate, the following bullets associate the Source/Amount with the projects/activities in the order they appear in the table.
- \$15,000: Center for Independence of Individuals with Disabilities. NOTE: An additional \$5,000 was allocated for this activity during the program year bringing the amount to \$20,000 and the goal to 11 housing units. This minor revision is not reflected in Table 1 of draft CAPER below.
- \$27,000/\$750,000(HOME): Legal Aid Homesavers and HOME TBRA(households assisted)/Project Sentinel (Other)
- \$420,000: City Residential Rehab program
- \$15,000: Rebuilding Together Peninsula. NOTE: An additional \$12,000 was allocated for this activity during the program year bringing the amount to \$27,000 and the goal to 11 housing units. This minor revision not reflected in Table 1 of draft CAPER.

- \$22,000: Peninsula Family Service
- \$32,000: HIP Housing and Project Read
- \$16,000: LifeMoves Family Crossroads - reported in both persons and households assisted

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

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

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
AFH1: Develop new affordable ownership units	Affordable Housing		Homeowner Housing Added	Household Housing Unit	5	0	0.00%			
AFH10: Strengthen use of Section 8	Affordable Housing		Other	Other	1	0	0.00%			
AFH11: Consider fair housing audit program	Fair Housing		Other	Other	1	1	100.00%			
AFH2: Develop new affordable rental units	Affordable Housing	CDBG: \$0	Rental units constructed	Household Housing Unit	5	0	0.00%			
AFH3: Preserve homeownership access	Affordable Housing		Direct Financial Assistance to Homebuyers	Households Assisted	5	3	60.00%			

AFH4: Fund rehab and accessibility improvements	Affordable Housing Non-Homeless Special Needs	CDBG: \$15000	Rental units rehabilitated	Household Housing Unit	0	0				
AFH4: Fund rehab and accessibility improvements	Affordable Housing Non-Homeless Special Needs	CDBG: \$15000	Homeowner Housing Rehabilitated	Household Housing Unit	40	29	72.50%	8	10	125.00%
AFH5: Facilitate development through zoning	Affordable Housing		Other	Other	1	1	100.00%			
AFH6: Acquisition and Rehab	Affordable Housing		Rental units rehabilitated	Household Housing Unit	5	0	0.00%			
AFH7: Explore incentives for HCV participation	Affordable Housing		Other	Other	1	0	0.00%			
AFH8: Educate community on housing gaps	Affordable Housing		Other	Other	1	0	0.00%			
AFH9: Support fair housing/renter services	Affordable Housing Fair housing	CDBG: \$27000 / HOME: \$750000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	21	42.00%			

AFH9: Support fair housing/renter services	Affordable Housing Fair housing	CDBG: \$27000 / HOME: \$750000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	1250	503	40.24%	275	145	52.73%
AFH9: Support fair housing/renter services	Affordable Housing Fair housing	CDBG: \$27000 / HOME: \$750000	Other	Other	0	19		8	19	237.50%
Encourage economic development	Non-Housing Community Development		Other	Other	1	0	0.00%			
Maintain and improve public facilities	Non-Housing Community Development		Other	Other	1	0	0.00%			
Provide City Residential Rehabilitation Program	Affordable Housing Non-Homeless Special Needs	CDBG: \$420000	Rental units rehabilitated	Household Housing Unit	5	0	0.00%			
Provide City Residential Rehabilitation Program	Affordable Housing Non-Homeless Special Needs	CDBG: \$420000	Homeowner Housing Rehabilitated	Household Housing Unit	75	14	18.67%	12	3	25.00%
Provide minor home repair	Affordable Housing Non-Homeless Special Needs	CDBG: \$15000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				

Provide minor home repair	Affordable Housing Non-Homeless Special Needs	CDBG: \$15000	Homeowner Housing Rehabilitated	Household Housing Unit	30	22	73.33%	6	10	166.67%
Provide public servcies for children and youth	Non-Housing Community Development	CDBG: \$22000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	750	189	25.20%	15	58	386.67%
Provide public services - general	Affordable Housing Non-Housing Community Development	CDBG: \$32000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	225	172	76.44%	52	18	34.62%
Provide public services - general	Affordable Housing Non-Housing Community Development	CDBG: \$32000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		0	0	
Provide public services - general	Affordable Housing Non-Housing Community Development	CDBG: \$32000	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Provide public services - general	Affordable Housing Non-Housing Community Development	CDBG: \$32000	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				

Provide public services - general	Affordable Housing Non-Housing Community Development	CDBG: \$32000	Homelessness Prevention	Persons Assisted	0	0		0	0	
Provide public services for the homeless	Homeless	CDBG: \$16000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	124	82.67%	30	27	90.00%
Provide public services for the homeless	Homeless	CDBG: \$16000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	60	28	46.67%	12	7	58.33%
Provide public services for the homeless	Homeless	CDBG: \$16000	Homeless Person Overnight Shelter	Persons Assisted	0	27		0	27	
Provide public services for the homeless	Homeless	CDBG: \$16000	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	

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

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

In much of the Bay Area and throughout the state of California, housing has become a primary issue for many communities. The City’s Action Plan reflects this to be the case for Daly City. The highest priorities in the City’s Consolidated Plan include increasing the supply of housing, maintaining the housing stock, and supporting fair housing/renter services. In PY20-21, the City allocated thirty-nine percent (39%) of its CDBG funds to housing activities. These activities help low income residents maintain the health and safety of their homes and make home

accessibility modifications. Of the five CDBG subrecipients that provide public services, all but one provide housing-related services such as homesharing, legal assistance in responding to evictions, and transitional housing for homeless families. The City's fair housing activity was moved from public services to administration so that Project Sentinel could assist with fair housing cases and conduct fair housing audits. This activity is in the above Table under the AFH9 goal with Other as Indicator. The number reported refers to the number of complain-based and audit cases opened.

The table above does not include the outcomes for the City's CDBG-CV funds made available by the CARES Act to prevent, prepare for and respond to COVID-19. These funds were programmed into the PY19-20 Annual Action Plan. The City allocated its first allocation of CDBG-CV funds to Daly City Partnership (DCP), a nonprofit that is part of the County of San Mateo's core service agency network providing emergency assistance to county residents. During the program year, it provided 12 households with CDBG-CV funds for emergency rental assistance and offered case management, referrals and emergency assistance from various sources to 680 households. The City did not program its second allocation of CDBG-CV funds until June 2021. In addition to CDBG-CV funding, the City also provided \$750,00 in HOME dollars for emergency HOME Tenant Based Rental Assistance (TBRA), highlighting the recognition of housing as a high priority especially given the impacts of COVID-19 on the ability of low income households to pay rent. These activities are further discussed in Section CR-20-Affordable Housing.

CR-10 - Racial and Ethnic composition of families assisted

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

91.520(a)

	CDBG	HOME
White	116	28
Black or African American	22	1
Asian	43	7
American Indian or American Native	1	0
Native Hawaiian or Other Pacific Islander	0	0
Total	182	36
Hispanic	90	21
Not Hispanic	92	15

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

Narrative

In terms of percentages, the racial and ethnic composition of households assisted with CDBG and HOME in PY20-21 as indicated in Table 2 is as follows:

- White –66%
- Black/African American – 11%
- Asian – 23%
- American Indian or American Native – .5%
- Native Hawaiian or Other Pacific Islander – 0%
- Hispanic – 51%
- Not Hispanic - 49%

Relative to the demographics of Daly City as reported in the 2019 Census Quickfacts[LS1] , Whites, Black/African American and Hispanics appear to be overrepresented and Asians underrepresented. The Census estimates indicate that Daly City is 23% White, 3.4% Black/African American, 58% Asian, and 23% of Hispanic ethnicity. Of those households that identified as White in Table 2, 78% identified as Hispanics. Historically, program brochures of public services have been more available in Spanish than in Asian languages. However, we are seeing that more information is also being provided in Chinese and Tagalog. The demographic distribution may reflect which community has the greatest need for services or is more prone to seek out services. A look at the CHAS data used for the recently submitted Consolidated Plan estimates that Asians make up about 46% of households eligible for CDBG-funded programs. This figure reduces the underrepresentation of Asians.

The City used its HOME funds to provide HOME TBRA. Marketing flyers for this program were made available in English, Spanish, Tagalog, and Chinese. Daly City Partnership (DCP), the subrecipient for the HOME TBRA program, will be adding a Chinese speaking caseworker to its staff.

The table above includes the 12 households that received rental assistance funded by CDBG-CV. These 12 households were comprised of 39 persons. Half of these households were Hispanic, and six were Asian. In addition to the numbers reported above, there were seven households assisted that did not fit in the racial categories above. Three of these households were Hispanic.

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CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,154,661	1,051,426
HOME	public - federal	1,443,117	383,948

Table 3 - Resources Made Available

Narrative

The CDBG amount under the Resources Made Available column in Table 3 is the amount that was used to estimate CDBG funds available in PY20-21. The Action Plan indicated an estimate of \$60,000 in program income and \$20,000 in prior year funds along with the PY20-21 CDBG allocation of \$1,074,661. Appendix D shows the allocation of PY20-21 CDBG funds and the amounts expended for the program year. During the program year, there was two minor revisions to add an additional \$5,000 and \$12,000 to Center for Independence of Individuals with Disabilities (CIID) for its home accessibility modification program and Rebuilding Together Peninsula's minor home repair program, respectively. The additional funds came from unspent CDBG funds from the prior year that were confirmed in December 2020. Appendix D provides a summary of the CDBG allocation and expenditures for the program year.

Table 3 above does not include CDBG-CV funds that were incorporated in the PY19-20 Action Plan. In PY20-21, \$205,615.70 was expended on CDBG-CV activities. This is 33% of the \$632,285 of the CDBG-CV funds allocated for use during PY20-21. The remaining CDBG-CV funds made available in the third tranche of the CARES Act was not programmed until June 2021.

With regards to the HOME funds, the City received \$380,743 in PY20-21. The Resources Made Available amount shown in Table 3 includes unspent HOME funds from 2016, 2017, 2018 and 2019. The City did not disburse any HOME funds for affordable housing development as the City continues to identify a project eligible for HOME funding. The requirement that all other funding sources are in place before HOME funds may be committed makes this difficult given the intricacies of financing affordable housing. In response to COVID-19 and the HOME waivers, the City re-allocated some of its HOME dollars for tenant-based rental assistance. The amount expended above includes HOME funds drawn for HOME administration and emergency HOME TBRA.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments**Narrative**

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

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Leveraging

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

The City's annual CDBG allocation for PY20-21 was \$1,074,661. This allocation amount, combined with program income and unexpended prior year funds were used to leverage public and private funds in order to fund various activities. In PY20-21, CDBG subrecipients expended about \$141,753 of Daly City CDBG dollars. These funds were leveraged with about \$780,000 in private funds and \$3 million in public funds, for a leverage ratio of about \$32 for every dollar of Daly City CDBG funding. Private foundations and individuals, as well as other local, state, and federal funds combined to make available the various services provided by the subrecipients.

The City owns an office building across from City Hall which houses the Community Service Center (CSC), a core service agency in San Mateo County. The City provides Daly City Partnership (DCP), the operator of the CSC, with rent-free office space. As a core service agency, the CSC is an integral part of the County of San Mateo's coordinated entry system for homeless services. Persons meet with caseworkers at the CSC for intake, assessment and referral. The CDBG-CV and HOME funds the City allocated for emergency rental assistance are administered by DCP and the caseworkers are housed at the CSC. DCP receives funding from private sources and public funds from various levels of government. These funds of over \$1.5 million leverage the City's funding to DCP.

The City expended \$267,203 in HOME program funds for emergency HOME TBRA, creating a match liability of \$66,801. This match liability reduces the City's HOME match credit balance as depicted in Table 5 below.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	10,979,447
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	10,979,447
4. Match liability for current Federal fiscal year	66,801
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	10,912,646

Table 5 – Fiscal Year Summary - HOME Match Report

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

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

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

Table 7 – Program Income

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

Table 8 - Minority Business and Women Business Enterprises

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

Table 9 – Minority Owners of Rental Property

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

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

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

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	193	61
Number of Special-Needs households to be provided affordable housing units	8	10
Total	201	71

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	175	48
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	26	23
Number of households supported through Acquisition of Existing Units	0	0
Total	201	71

Table 12 – Number of Households Supported

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

The One-Year goals in Tables 11 and 12 above are comprised of the City's Residential Rehab program, Rebuilding Together's Safe at Home program, Center for Independence of Individuals with Disabilities' (CIID) Home Accessibility Modification program, and DCP's emergency HOME TBRA program. The City's Residential Rehab program had a goal to assist 12 households, but was only able to assist three households. The gap between goal and actual can be attributed to the sometimes complex nature of

housing rehabilitation projects and largely to COVID-19 which discouraged homeowners from taking on rehabilitation during projects during a pandemic.

The minor rehabilitation programs offered by CIID and Rebuilding Together did better at meeting their goals. Both programs received additional funds during the program year, and their goals were increased as a result; CIID from eight households to 11, and Rebuilding Together from six households to 11. The increase in goals are not yet reflected in this draft CAPER in Tables 11 and 12. Both CIID and Rebuilding Together each served ten households.

Other CDBG-funded activities that support affordable housing efforts but are not included in Tables 11 and 12 because they do not involve rental assistance, housing production or acquisition are those activities that help households find or maintain affordable housing. These activities include services provided by HIP Housing, LifeMoves and Legal Aid. HIP Housing assisted three households to find affordable homesharing arrangements, and Legal Aid provided assistance to 109 households at risk of eviction. LifeMoves' Family Crossroads program provided assistance to seven homeless households in PY20-21. The seven households consisted of 27 persons. Family Crossroads provides interim housing for homeless families. The program not only provides safe shelter, but assistance in re-connecting homeless families with stable housing and jobs, and the skills to maintain them.

In response to COVID-19, the City allocated CDBG-CV and HOME funds to DCP for emergency rental assistance. DCP assisted 12 households with CDBG-CV funds, and 36 households with HOME TBRA funds. These numbers are included in the Actual columns in Tables 11 and 12. Both programs have evolved to respond to the needs of households affected by COVID. Initially, assistance was limited to \$5,000 per household, but this limit was expanded to \$15,000 per household. Some households are even further behind in rent and need greater assistance. DCP administers the HUD-funded emergency rental assistance programs, and also helps clients to apply for the State of California's COVID-19 Rent Relief Program. The number of households having received rental assistance funded by CDBG-CV and HOME TBRA is lower than what was originally anticipated. Some of the reasons for the lower number include the use of other funding sources for rental assistance that had deadlines, the programs' documentation requirements for both renters and landlords, the availability of the State rent relief program, and perhaps the eviction moratorium.

Discuss how these outcomes will impact future annual action plans.

These outcomes will not impact the priorities for future annual action plans. The need for affordable housing will continue to be a need addressed in future action plans, and housing rehabilitation is an activity that supports the ability for people to stay in their homes. Goals may have to be revised so they take into consideration the limitations of operating safely in a pandemic.

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

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	26	35
Low-income	6	1
Moderate-income	3	0
Total	35	36

Table 13 – Number of Households Served

Narrative Information

Table 13 above corresponds to the activities reported in Tables 11 and 12. Eighty-six percent (86%) of the households reported were extremely low income. Most of these households were those receiving emergency rental housing assistance who, as a result of COVID-19, lost their jobs or had their hours reduced and had difficulty paying rent.

In order to address “worst case needs,” that is, the needs of low income renter households who pay more than half their income for rent, live in seriously substandard housing or have been involuntarily displaced, Daly City has devoted significant effort to the entitlement and financing of several new affordable housing developments. These efforts will increase the supply of new units affordable to very low income households, including those with worst case needs. These include 72 units at 493 Eastmoor, 555 units at Midway Village, six units at 3001 Geneva and potentially, 350 units at a former redevelopment site located at Carter and Martin Streets.

During FY20-21, the Habitat for Humanity project at 3001 Geneva has progressed to being about 70% complete, and building permits have been pulled for the first phase of the Midway Village redevelopment. The City has had several meetings with Bridge Housing, the developer of the site located at Carter and Martin Street. The developer is currently working on a site plan that maximizes the site in conjunction with the uses of the adjacent properties. The developer of the 493 Eastmoor project continues to explore financing for the project. Application for tax credits and bonds has been extremely competitive in the most recent cycle, making it longer for projects to begin construction.

All of these developments are available and accessible to persons with disabilities. In addition, the City provided funding to Center for Independence of Individuals with Disabilities to provide accessibility modifications such as ramps and grab bars to the homes of disabled people. The City operates a housing rehab program which offers funding and technical assistance to owners of housing with low income occupants. This program can be used to address critical home repairs and to bring substandard housing up to code.

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

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

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

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

Addressing the emergency shelter and transitional housing needs of homeless persons

In PY20-21, the City provided funding to LifeMoves to operate Family Crossroads, a transitional shelter for homeless families located in Daly City. During the program year Family Crossroads assisted seven households comprised of 27 persons. Because of COVID-19, the shelter stays were longer than in pre-pandemic times: parents were unable to work because they had to stay home with their children who were doing remote learning; finding apartments was more difficult because landlords were reluctant to show apartments and moving in with friends and family were not options due to concerns about the spread of the virus. Although the City does not provide funds to emergency shelters, the two emergency shelters in San Mateo County (Safe Harbor in South San Francisco and Maple Street in Redwood City) both serve Daly City residents. As these shelters do not receive funding from Daly City, they are not required to report beneficiary data to the City.

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

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections

programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City helped low-income individuals and families to avoid becoming homeless through the Community Service Center, operated by Daly City Partnership, which connects them to programs and resources for which they may be eligible. These resources include dining programs, rental or security deposit assistance programs, and job training programs. Additionally, using low income housing funds from the State, the City allocated funding to the CSC to provide rental assistance to low income households at risk of homelessness.

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

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

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

LifeMoves also operates a Motel Voucher Program to help insure that there are almost no unsheltered families (with minor children) on the streets of San Mateo County at any time. This program helps to

shorten the period of time that families experience homelessness. Case managers assess the needs of homeless clients and help them sign up for benefits that they are eligible for which can help to prevent the recently homeless from becoming homeless again.

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

Actions taken to address the needs of public housing

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

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

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

Actions taken to provide assistance to troubled PHAs

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

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

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

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

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

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

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

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

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

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

- Provided lead hazard information, notification and evaluation in its housing rehabilitation and minor home repair programs.
- Required safe work practices in its housing rehabilitation and minor home repair programs,
- Provided information to contractors about training and certifications needed to provide lead-

- based paint abatement services,
- Coordinated with the County and neighboring local jurisdictions on efforts to reduce lead-based paint hazards.

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

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

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

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

- Continued on-going efforts to streamline the review and approval process for new developments
- Provided technical assistance to CDBG subrecipients in complying with HUD requirements,
- Continued on-going evaluation and revision of its processes
- Participated in the Continuum of Care and coordinated with homeless service providers. City staff participated in the Continuum's Racial Equity Planning Committee
- Attended HUD trainings to stay informed on changes in HUD regulations and guidelines
- Participated in local and regional collaborations, such as 21 Elements. 21 Elements is a regional collaboration of the 21 jurisdictions in San Mateo County that collaborate on various planning and housing issues.
- Participated in the monthly meetings with other CDBG/HOME grantees in San Mateo County.

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

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

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

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

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

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

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CR-40 - Monitoring 91.220 and 91.230

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

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

In PY 20-21, the City engaged in monitoring efforts for Human Investment Project (HIP), Rebuilding Together Peninsula (RTP) Life Moves/Family Crossroads. For all three monitoring visits it was found that the subrecipient is making diligent efforts to comply with applicable federal requirements. Overall, the monitoring efforts found that the financial administration practices and client recordkeeping meets OMB and HUD regulatory requirements.

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

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

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

As specified in the City's Citizen Participation Plan, the City provides for public input on its Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER was drafted and put out for public comment. The public comment period for the CAPER was from August 29, 2021 through September 13, 2021. The public notice regarding availability of the CAPER for public review was noticed in the local paper The Examiner. The notice was also posted on the City's website along with the draft CAPER, and made available at City Hall and the Community Service Center.

CR-45 - CDBG 91.520(c)

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

There were no changes in the City's program objectives. The program objectives continued to focus on helping low income households access, maintain or preserve affordable housing. At the end of the program year, however, the City amended its PY19-20 Action Plan to program another tranche of CDBG-CV funds. These additional funds, in the amount of \$1,044,763, were programmed to address the needs brought on by COVID-19. These needs include rental assistance, food distribution, and mental health. The Daly City Partnership offers services in all these areas, and the CDBG-CV funds allows it to expand its services to meet the increased demand for them.

There were a couple of minor revisions to the Action Plan: (1) CIID received an additional \$5,000; and (2) Rebuilding Together Peninsula received an additional \$12,000.

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

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

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

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

During the program year, City staff did not conduct any inspections of HOME-assisted units. As a result of COVID-19 HUD waived the on-site inspection requirements of HOME-assisted rental units. Staff conducted desk reviews of annual reports and checked in with property managers. The waiver is set to expire on September 30, 2021 and City staff will continue to monitor the guidance on on-site inspections as the number of COVID cases has continued to increase after coming down earlier this year.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

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

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

There was no City HOME program income received in PY20-21 and no HOME program income used for projects.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

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

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

- Allocated funds for emergency rental assistance to help those impacted by COVID-19 to maintain their housing.

DRAFT

APPENDIX A

IDIS Reports

- **PR26 – Financial Summary**

DRAFT



PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	518,027.03
02 ENTITLEMENT GRANT	1,074,661.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	160,792.89
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,753,480.92

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	458,674.57
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	458,674.57
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	204,732.40
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	388,019.50
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,051,426.47
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	702,054.45

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	458,674.57
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	458,674.57
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

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

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	80,953.31
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	80,953.31
32 ENTITLEMENT GRANT	1,074,661.00
33 PRIOR YEAR PROGRAM INCOME	113,864.05
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,188,525.05
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	6.81%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	204,732.40
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	204,732.40
42 ENTITLEMENT GRANT	1,074,661.00
43 CURRENT YEAR PROGRAM INCOME	160,792.89
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,235,453.89
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	16.57%

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

Report returned no data.

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

Report returned no data.

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

Plan	IDIS	IDIS	Voucher	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	9	692	6455268	Family Crossroads	03T	LMC	\$11,188.62
2020	9	692	6475347	Family Crossroads	03T	LMC	\$1,698.63
2020	9	692	6513417	Family Crossroads	03T	LMC	\$3,112.75
					03T	Matrix Code	\$16,000.00
2020	7	693	6455268	Homesavers Program	05C	LMC	\$3,364.43
2020	7	693	6513417	Homesavers Program	05C	LMC	\$3,494.54

2020	7	693	6531659	Homesavers Program	05C	LMC	\$5,141.03
					05C	Matrix Code	\$12,000.00
2020	8	691	6455268	Shared Homes	05K	LMC	\$3,501.17
2020	8	691	6475347	Shared Homes	05K	LMC	\$3,532.92
2020	8	691	6501455	Shared Homes	05K	LMC	\$3,865.19
2020	8	691	6531659	Shared Homes	05K	LMC	\$54.03
					05K	Matrix Code	\$10,953.31
2020	14	694	6455268	Peninsula Family Service	05L	LMC	\$5,500.00
2020	14	694	6475347	Peninsula Family Service	05L	LMC	\$5,500.00
2020	14	694	6501455	Peninsula Family Service	05L	LMC	\$5,500.00
2020	14	694	6531659	Peninsula Family Service	05L	LMC	\$5,500.00
					05L	Matrix Code	\$22,000.00
2020	15	695	6457517	Project Read	05Z	LMC	\$1,225.00
2020	15	695	6475347	Project Read	05Z	LMC	\$7,175.00
2020	15	695	6513417	Project Read	05Z	LMC	\$1,395.64
2020	15	695	6531659	Project Read	05Z	LMC	\$10,204.36
					05Z	Matrix Code	\$20,000.00
2019	2	676	6430410	Rebuilding Together - Safe at Home	14A	LMH	\$27,498.78
2020	4	688	6457517	Rebuilding Together - Safe at Home	14A	LMH	\$2,252.01
2020	4	688	6475347	Rebuilding Together - Safe at Home	14A	LMH	\$4,951.63
2020	4	688	6501455	Rebuilding Together - Safe at Home	14A	LMH	\$2,820.33
2020	4	688	6531659	Rebuilding Together - Safe at Home	14A	LMH	\$15,876.14
2020	5	690	6422703	Residential Rehabilitation	14A	LMH	\$15,176.73
2020	5	690	6424819	Residential Rehabilitation	14A	LMH	\$16,499.00
2020	5	690	6430410	Residential Rehabilitation	14A	LMH	\$57,610.19
2020	5	690	6450608	Residential Rehabilitation	14A	LMH	\$49,269.73
2020	5	690	6455268	Residential Rehabilitation	14A	LMH	\$32,096.53
2020	5	690	6457517	Residential Rehabilitation	14A	LMH	\$16,637.66
2020	5	690	6466713	Residential Rehabilitation	14A	LMH	\$17,295.89
2020	5	690	6475347	Residential Rehabilitation	14A	LMH	\$17,042.62
2020	5	690	6501455	Residential Rehabilitation	14A	LMH	\$13,803.09
2020	5	690	6513417	Residential Rehabilitation	14A	LMH	\$45,797.85
2020	5	690	6531659	Residential Rehabilitation	14A	LMH	\$23,193.65
2020	6	689	6455268	Housing Accessibility Modification Program - CID	14A	LMH	\$7,308.92
2020	6	689	6475347	Housing Accessibility Modification Program - CID	14A	LMH	\$6,067.29
2020	6	689	6513417	Housing Accessibility Modification Program - CID	14A	LMH	\$1,500.00
2020	6	689	6531659	Housing Accessibility Modification Program - CID	14A	LMH	\$5,023.22
					14A	Matrix Code	\$377,721.26
Total							\$458,674.57

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

Plan	UDIS	UDIS	Voucher	Activity to	Activity Name	Grant Number	Fund	Matrix	National	Drawn Amount
2020	9	692	6455268	No	Family Crossroads	B20MC060010	EN	03T	LMC	\$11,188.62
2020	9	692	6475347	No	Family Crossroads	B20MC060010	PI	03T	LMC	\$1,698.63
2020	9	692	6513417	No	Family Crossroads	B20MC060010	EN	03T	LMC	\$3,112.75
								03T	Matrix Code	\$16,000.00
2020	7	693	6455268	No	Homesavers Program	B18MC060010	EN	05C	LMC	\$3,364.43
2020	7	693	6513417	No	Homesavers Program	B19MC060010	EN	05C	LMC	\$3,494.54
2020	7	693	6531659	No	Homesavers Program	B19MC060010	EN	05C	LMC	\$3,525.20
2020	7	693	6531659	No	Homesavers Program	B20MC060010	EN	05C	LMC	\$1,615.83
								05C	Matrix Code	\$12,000.00
2020	8	691	6455268	No	Shared Homes	B20MC060010	EN	05K	LMC	\$3,501.17
2020	8	691	6475347	No	Shared Homes	B20MC060010	PI	05K	LMC	\$3,532.92
2020	8	691	6501455	No	Shared Homes	B20MC060010	PI	05K	LMC	\$3,865.19
2020	8	691	6531659	No	Shared Homes	B20MC060010	EN	05K	LMC	\$54.03
								05K	Matrix Code	\$10,953.31
2020	14	694	6455268	No	Peninsula Family Service	B17MC060010	EN	05L	LMC	\$5,500.00
2020	14	694	6475347	No	Peninsula Family Service	B18MC060010	EN	05L	LMC	\$4,758.87
2020	14	694	6475347	No	Peninsula Family Service	B20MC060010	PI	05L	LMC	\$741.13
2020	14	694	6501455	No	Peninsula Family Service	B20MC060010	PI	05L	LMC	\$5,500.00
2020	14	694	6531659	No	Peninsula Family Service	B20MC060010	EN	05L	LMC	\$5,500.00
								05L	Matrix Code	\$22,000.00
2020	15	695	6457517	No	Project Read	B17MC060010	EN	05Z	LMC	\$1,225.00
2020	15	695	6475347	No	Project Read	B17MC060010	EN	05Z	LMC	\$6,632.95
2020	15	695	6475347	No	Project Read	B18MC060010	EN	05Z	LMC	\$542.05
2020	15	695	6513417	No	Project Read	B20MC060010	EN	05Z	LMC	\$1,395.64
2020	15	695	6531659	No	Project Read	B20MC060010	EN	05Z	LMC	\$10,204.36
								05Z	Matrix Code	\$20,000.00
Total				No	Activity to prevent, prepare for, and respond to Coronavirus					\$80,953.31
										\$80,953.31

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

Plan	UDIS	UDIS	Voucher	Activity Name	Matrix	National	Drawn Amount
2020	3	685	6422703	CDBG Program Administration	21A		\$13,279.92
2020	3	685	6424819	CDBG Program Administration	21A		\$14,166.87
2020	3	685	6430410	CDBG Program Administration	21A		\$15,857.46
2020	3	685	6450608	CDBG Program Administration	21A		\$21,980.46

2020	3	685	6455268	CDBG Program Administration
2020	3	685	6457517	CDBG Program Administration
2020	3	685	6466713	CDBG Program Administration
2020	3	685	6475347	CDBG Program Administration
2020	3	685	6501455	CDBG Program Administration
2020	3	685	6513417	CDBG Program Administration
2020	3	685	6531659	CDBG Program Administration

2020	10	686	6455268	Project Sentinel
2020	10	686	6475347	Project Sentinel
2020	10	686	6513417	Project Sentinel
2020	10	686	6531659	Project Sentinel

Total

21A	\$19,135.40
21A	\$14,869.12
21A	\$14,971.65
21A	\$17,319.65
21A	\$29,208.74
21A	\$13,571.48
21A	\$15,371.65
21A	Matrix Code \$189,732.40
21D	\$987.96
21D	\$1,920.89
21D	\$6,284.99
21D	\$5,806.16
21D	Matrix Code \$15,000.00
	\$204,732.40

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

DATE: 08-27-21
TIME: 13:53
PAGE: 1

PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	1,677,048.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)	1,677,048.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	107,795.56
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	98,474.49
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	206,270.05
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	1,470,777.95

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	107,795.56
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	107,795.56
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	107,795.56
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	107,795.56
17 CDBG-CV GRANT	1,677,048.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	6.43%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	98,474.49
20 CDBG-CV GRANT	1,677,048.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	5.87%

LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

Report returned no data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

Report returned no data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	voucher Number	Activity Name	matrix Code	National Objective	Drawn Amount
2020	1	696	6531659	DCP - COVID19 Emergency Rental Assistance	05Q	LMC	\$107,795.56
Total							\$107,795.56

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	voucher Number	Activity Name	matrix Code	National Objective	Drawn Amount
2020	1	696	6531659	DCP - COVID19 Emergency Rental Assistance	05Q	LMC	\$107,795.56
Total							\$107,795.56

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

Plan Year	IDIS Project	IDIS Activity	voucher Number	Activity Name	matrix Code	National Objective	Drawn Amount
2020	2	698	6501455	CDBG-CV Program Administration	21A		\$69,656.53
			6513417	CDBG-CV Program Administration	21A		\$12,989.67
			6531659	CDBG-CV Program Administration	21A		\$15,828.29
Total							\$98,474.49

APPENDIX B

Affidavit of Publication

- **CAPER public review notice [to be inserted]**

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APPENDIX C

Geographic Distribution of Activities

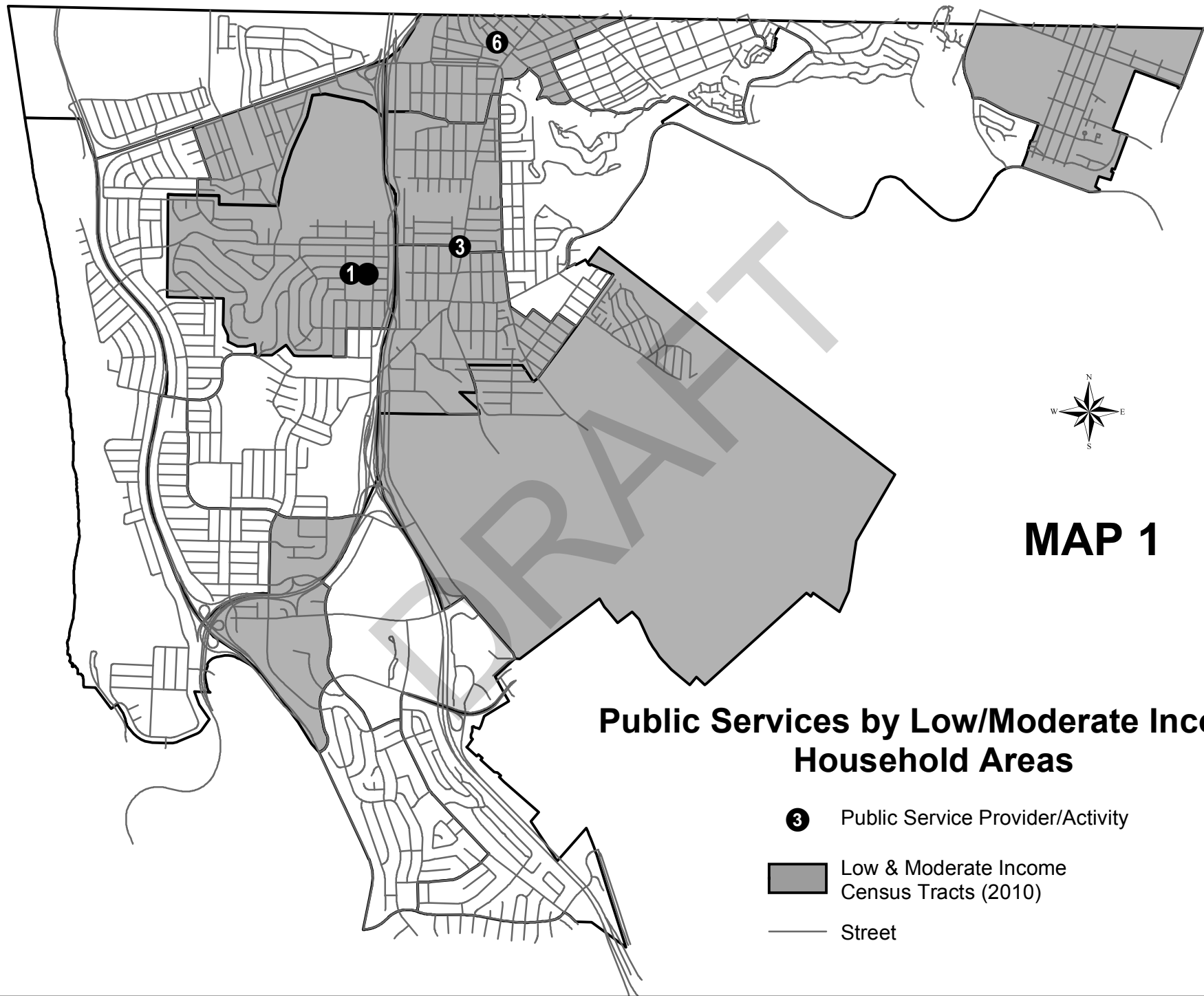
PUBLIC SERVICES

- 1: Legal Aid, HIP Housing, Daly City Partnership
- 3: Peninsula Family Services
- 6: LifeMoves Family Crossroads

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

- Project Read (South San Francisco)

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APPENDIX D

FY20-21 CDBG Funding Table

FY20-21 Grantee/Program Name	Allocation	Funds Expended	Percent Expended
Administration			
General Administration	\$ 211,932	\$ 189,732	90%
Project Sentinel/Fair Housing	\$ 15,000	\$ 15,000	100%
subtotal	\$ 226,932	\$ 204,732	
Capital Projects			
Section 108 Loan Payments	\$ 388,020	\$ 388,020	100%
subtotal	\$ 388,020	\$ 388,020	
Housing			
Rebuilding Together/Safe at Home ⁽¹⁾⁽²⁾	\$ 27,000	\$ 25,900	96%
CIID/Housing Accessibility Modification (HAM) Program ⁽³⁾	\$ 20,000	\$ 19,899	99%
Residential Rehab	\$ 420,000	\$ 304,423	72%
subtotal	\$ 467,000	\$ 350,222	
Public Services			
Human Investment Project/Homesharing (HIP)	\$ 12,000	\$ 10,953	91%
Life Moves/Family Crossroads	\$ 16,000	\$ 16,000	100%
Legal Aid/Homesavers	\$ 12,000	\$ 12,000	100%
Peninsula Family Service	\$ 22,000	\$ 22,000	100%
Project Read	\$ 20,000	\$ 20,000	100%
subtotal	\$ 82,000	\$ 80,953	
CDBG TOTAL	\$ 1,163,952	\$ 1,023,928	88%
CDBG-CV Administration	\$ 126,457.00	\$ 98,474	78%
CDBG-CV Daly City Partnership Rental Assistance	\$ 505,828.00	\$ 107,796	21%
CDBG-CV TOTAL⁽⁴⁾	\$ 632,285.00	\$ 206,270	

NOTES:

- (1) During the program year, there was a minor amendment to increase Rebuilding Together's allocation from \$15,000 to \$27,000.
- (2) Not included in this table is Rebuilding Together's expenditure of \$27,498.78 during the program year to complete a project included in its FY19-20 contract.
- (3) During the program year, there was a minor amendment to increase CIID's allocation from \$15,000 to \$20,000.
- (4) An additional \$1,044,763 in CDBG-CV funds was not programmed until the end of June 2021 and is not included in the table.

APPENDIX E

Table 1 Progress Summary

Goal	Category	FY20-21 Progress
AFH3: Preserve homeownership access	Affordable Housing	- The Housing Division staff provided technical assistance to developers in preparing affordable housing plans and negotiated affordable housing agreements for below market rate homeownership units. - The City continued to support HEART (Housing Endowment and Regional Trust) which offers first time homebuyer workshops and downpayment assistance grants to Daly City residents. Three households were provided - Habitat for Humanity made construction progress on six affordable townhomes on land formerly owned by the Daly City Redevelopment Agency.
AFH5: Facilitate development through zoning	Affordable Housing	A site formerly zoned for public facilities was rezoned to allow for 56 units of housing for teachers and school district staff.
AFH7: Explore incentives for HCV participation	Affordable Housing	The Housing Authority of San Mateo County (HASM) has developed landlord incentive programs to increase Housing Choice Voucher (HCV) participation. HASM created a short video to explain the incentive programs. The City is available to support them as needed for reaching out to landlords in Daly City.
AFH8: Educate community on housing gaps	Affordable Housing	The high rents and home sale prices make it clear that there is a lack of housing in the City. Staff continued to participate in regional efforts to foster affordable housing discussions in the community. The City is currently in the process of updating its Housing Element, a process that involves community outreach.
AFH10: Strengthen use of Section 8	Affordable Housing	See AFH7.
AFH11: Consider fair housing audit program	Fair Housing	The City allocated CDBG administration funds for Project Sentinel to conduct fair housing audits in Daly City.



City Council Agenda Report

Item # _____

Meeting Date: September 13, 2021

Subject: Amend Traffic Regulations to: (1) Remove accessible parking (blue) zone and extend existing passenger loading zone 22 ft. north to the school driveway at 251 Whittier Street for George Washington Elementary School (TSR 21/31); and (2) Remove one (1) metered parking stall on the north side of Washington Street, east of Junipero Serra Boulevard and install 64 ft of No Parking Zone (TSR 21/44).

Recommended Action

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

1. Remove accessible parking (blue) zone and extend existing passenger loading zone approximately 22 ft. north to the school driveway at 251 Whittier Street for George Washington Elementary School (TSR 21/31); and
2. Remove one (1) metered parking stall on the north side of Washington Street, east of Junipero Serra Boulevard and install 64 ft. of No Parking Zone (TSR 21/44).

Background

On June 17, 2021, the City's Traffic Safety Committee met and reviewed various requests for traffic improvements, signage and pavement markings, and recommended that the City Manager proceed with amending the aforementioned traffic regulations.

Discussion

The amendment to the traffic regulations are recommended for the following reasons:

1. Staff received a request to re-install the blue zone on Whittier Street in front of George Washington Elementary School. Upon research, it was determined that the existing blue zone is not official, and the blue zone is not needed since there is an on-site accessible parking space located to an accessible entrance to the school. The school principal asked to extend the existing passenger loading zone to the school driveway which will allow school buses to easily pull out of the loading zone.
2. As part of the Central Corridor Bicycle and Pedestrian Safety Improvements Project, a new crosswalk with flashing beacons will be installed across the I-280 on-ramp on Washington Street. Removing the metered parking stall and installation of a No Parking Zone upstream of the I-280 on-ramp will improve the sight distance of pedestrians in the new crosswalk.

Fiscal Impact

Funding is available for the proposed signs and/or markings in the Street Maintenance operating budget 17-314-330 for the current Fiscal Year 2021-2022.

Summary/Conclusion

Recommend the City Council amend the aforementioned traffic regulations.

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

Respectfully submitted,

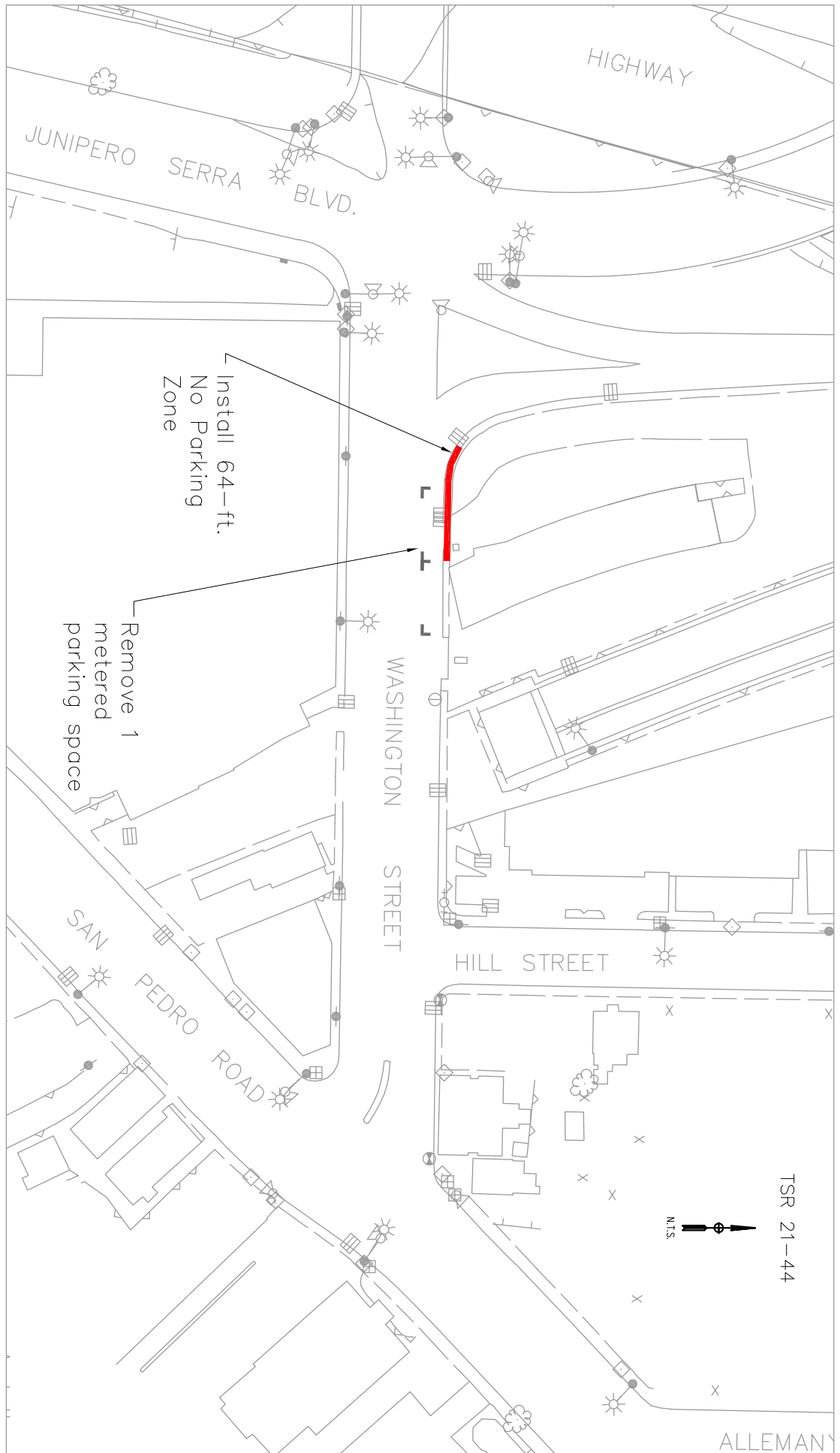


Shirley Chan
Traffic Engineer

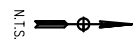


Richard Chiu, Jr.,
Director of Public Works

Attachment: Traffic Improvements Location Maps



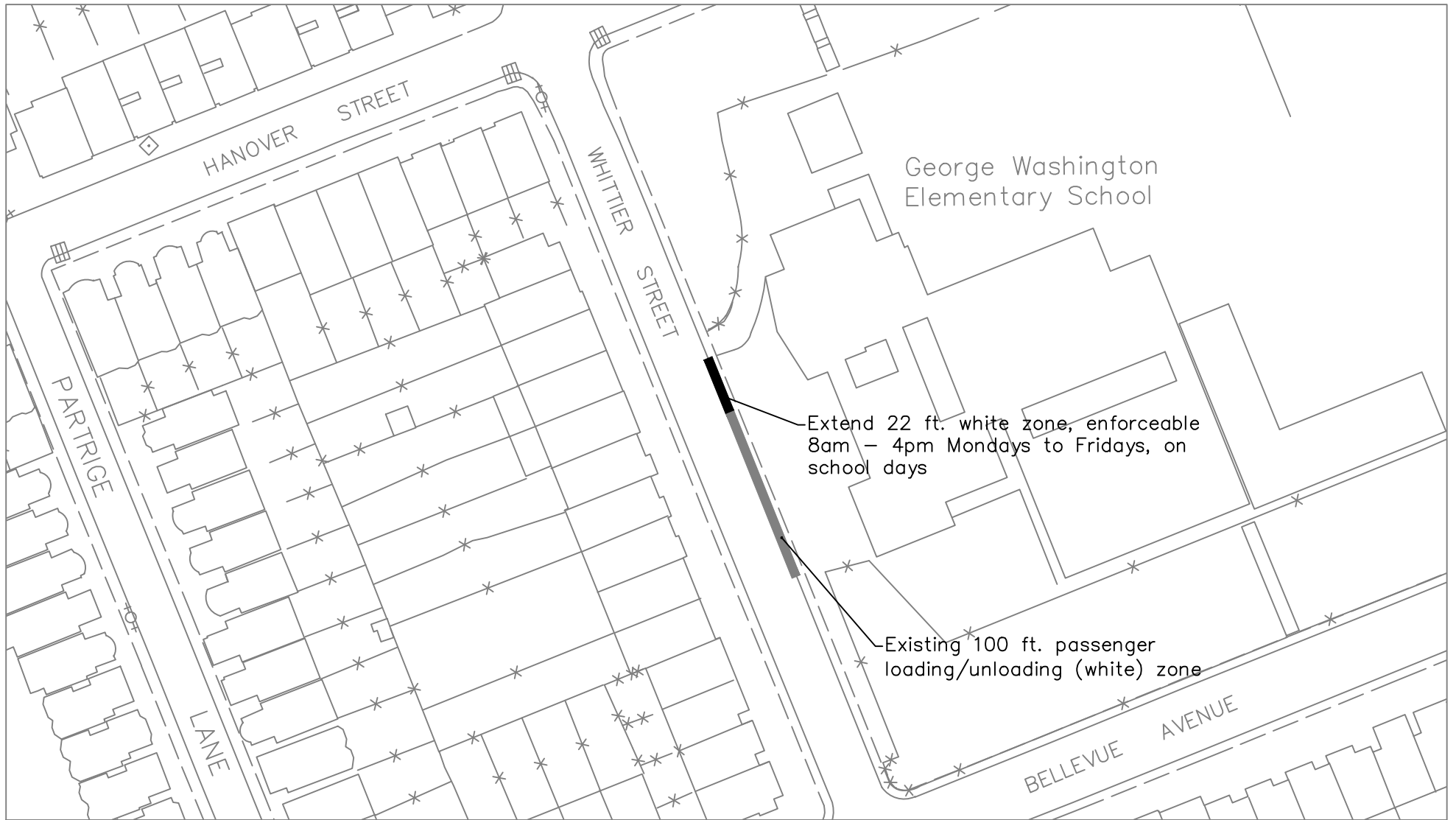
TSR 21-44



THE CITY OF DALY CITY
 CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
 WASHINGTON STREET

DATE	08/21	APPROVED	CITY ENGINEER
DESIGNED	SCV	SCALE	NTS
DRAWN	HLT	SHEET NO.	1 OF 1
		DRAWING NUMBER	TSR 21-44
		REV.	



TSR 21-31



THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
WHITTIER STREET

DRAWN	HLT	DATE	08/21	APPROVED	CITY ENGINEER
CHECKED	HLT	SCALE	NTS	SHEET NO.	1 OF 1
DESIGNED	SCY	SURVEY NO.		TSR 21-31	REV.



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 13, 2021

Subject: Authorize the City Manager to Execute a License Agreement with Eskabo Daan Filipino Martial Arts SF for the Use of Certain Portions of the Doelger Arts Center (200 Northgate Avenue)

Recommended Action

Authorize the City Manager to execute a License Agreement with Eskabo Daan Filipino Martial Arts SF for a 3-year term, with the option for the City Manager to extend one additional year.

Background/Discussion

Eskabo Daan Filipino Martial Arts SF is a duly organized corporation that provides classes in Filipino Martial Arts, including Philippine history, culture & traditions, as well as self-defense, CPR and first aid courses in Daly City and San Mateo County.

Eskabo Daan Filipino Martial Arts SF seeks to enter into a license agreement with the City for a 3-year term, with the option of a one-year extension as may be authorized by the City Manager, to offer these classes to the community.

Fiscal Impact

Eskabo Daan will pay the City the following fees:

Year 1 (October 1, 2021 – September 30, 2022): \$3,156.16/month

Year 2 (October 1, 2022 – September 30, 2023): \$3,156.16/month

Year 3 (October 1, 2023 – September 30, 2024): \$3,156.16/month

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute a License Agreement with Eskabo Daan Filipino Martial Arts SF for the use of Room 7 and Room 9 at the Doelger Arts Center for a term of 3 years, with the option of a one-year extension as may be authorized by the City Manager.

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

Respectfully submitted,

Rose Zimmerman
City Attorney

Leilani Ramos
Assistant to the City Manager

Attachments: Draft License Agreement

LICENSE FOR THE USE OF PROPERTY

This License is entered by and between the CITY OF DALY CITY ("City") and the Eskabo Daan Filipino Martial Arts SF ("Licensee"). This License is made and executed on _____, in Daly City, California.

WHEREAS, the City is the owner of certain real property commonly known as the Doelger Arts Center, located at 200 Northgate Avenue in Daly City (hereinafter described as "Doelger Arts Center"), in the City of Daly City; and

WHEREAS, the Licensee, a duly organized corporation, desires to use two (2) Rooms located in the Doelger Arts Center, specifically what is commonly known as Room 7 and Room 9 (hereinafter described as the "Premises") to provide classes in Filipino Martial Arts, including Philippine history, culture & traditions, as well as self-defense and CPR and first aid courses in Daly City and San Mateo County;

NOW, THEREFORE, the parties agree as follows:

1. Licensee provides classes in Filipino Martial Arts which focus on Philippine history, culture and traditions, and also offers classes on self-defense, anti-bullying, CPR and first aid. The classes are offered to children, adults and seniors.
2. The City grants to Licensee a revocable license to use the Premises for the purpose of providing direct services and community education for the benefit and convenience of the public. No other dissimilar uses, including political activities, are allowed without prior written consent from the City.
3. License Fee. Licensee shall pay the City monthly fee of \$2,756.16 during the term of this License, unless terminated as provided herein. The License Fee shall be submitted to the City at the office of the Daly City Department of Finance, 333-90th Street, Daly City, California, 94015 at the first day of every month, and no later than 10 days after the first of the month.
4. Maintenance Fee. Licensee shall pay the City a monthly fee of \$400.00 during the term of this License in order to cover the maintenance costs associated with this License. The Maintenance Fee shall be submitted to the City at the office of the Daly City Department of Finance, 333-90th Street, Daly City, California, 94015 at the first day of every month, and no later than 10 days after the first of the month.
5. Term. This License shall commence on October 1, 2021 and shall remain in effect for 3 years until October 1, 2024, with the option for the City Manager to extend the License one additional year to October 1, 2025. The additional year shall be by written approval by the City Manager.

6. Termination. Either party may terminate this License with 90 days written notice to the other party. In the event of termination, Licensee shall vacate the Premises and pay any outstanding License Fees.
7. Use of Premises. Licensee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, or any political activities.
8. Tenant Improvements. The City authorizes the Licensee to perform tenant improvements at the Premises at the expense of the Licensee, and the Licensee shall comply with the City's Building Code regulations and obtain all building permits for the tenant improvements. The proposed tenant improvements consist of the removal of an interior wall in order to create one common space, if structurally and seismically feasible. The tenant will be responsible to return the Rooms to their original condition upon termination of this License.
9. Business License. Licensee must maintain a Daly City Business License in good standing for the duration of the term of this License.
10. Smoking Prohibited on Premises. Smoking is prohibited in all areas of the Doelger Arts Center including the courtyard and parking lot (Daly City Municipal Code – Chapter 8.36).
11. Employee Background Checks. Licensee shall comply with all applicable federal and state laws with respect to employee background checks.
12. Tuberculosis Testing Requirements. Licensee shall comply with all applicable state laws with respect to tuberculosis testing requirements.
13. Hours of Operation. Licensee may provide classes in Filipino Martial Arts which focus on Philippine history, culture and traditions, and also offers classes on self-defense, anti-bullying, CPR and first aid Monday through Friday from 6:00 a.m. to 10:00 p.m. and on Saturdays and Sundays from 8:30a.m. to 10:00 p.m. No classes or other use of the Premises may take place between the hours of 10:00 p.m. and 6:00 a.m. on weekdays and 10:00 p.m. and 8:30 a.m. on Saturdays and Sundays.
14. Noise. Amplified sound (music and/or voice) is not permitted in outdoor areas, nor shall amplified sound project outside of any building on the Premises (Daly City Municipal Code Chapter 9.32). Non-amplified instruments, including drums, string instruments, brass, and woodwinds, must be used indoors and shall not project outside of any building on the Premises.
15. Subleasing of Premises Prohibited. Licensee is not permitted to sublease or grant third party use of any part of Premises. Any violation of this restriction will result in the revocation of the Licensee's License.

16. Licensee shall provide adequate supervisory personnel so that someone may be identified and contacted regarding management of the service during normal business hours and at all times when any services are being provided, or activities are being held. Licensee shall also maintain the Premises and surrounding area in a clean and orderly manner.
17. Non-Discrimination. Licensee shall not discriminate on the basis of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability during any activities or services provided on the Premises during the term of this License.
18. Licensee shall be responsible for maintaining the Premises in a clean and orderly manner, and for removing debris or rubbish after each day's classes. If Licensee fails after notice from the City to maintain and keep the Premises clean and orderly, the City may at the expense of the Licensee cure the deficiency at any time. If such problem occurs the second time, the City reserves the right to revoke Licensee's License.
19. Licensee understands that as a licensee, it has no property interest in the Premises or Doelger Arts Center. Licensee also understands that the common areas of the Doelger Arts Center may be occupied by other licensees and renters and that the Licensee does not have an exclusive right to use the common areas at the Doelger Arts Center.
20. Indemnification. Licensee agrees to indemnify, defend and hold harmless the City from and against any and all claims, losses, damages, expenses, judgments and costs, including attorney's fees and court costs, resulting from Licensee's use of the Premises under this License.
21. Insurance. Licensee shall, at its own expense, maintain in force during the term of this License a policy of comprehensive liability insurance insuring and endorsing the City as additional insured against any liability resulting from Licensee's use of the Premises under this License. Licensee shall furnish a certificate of insurance and endorsement to the City Attorney's Office for approval upon use of the property.
22. Assignability. Licensee shall not assign, sublicense or otherwise transfer its rights under this License to any other party.
23. Notices. All notices to the City shall be sent to:

Rose Zimmerman
City Attorney
333 90th Street, 3rd Floor
Daly City, Ca 94015
Email: rzimmerman@dalycity.org

Copy to:

Shawwna Maltbie
City Manager
City of Daly City
333 90th Street
Daly City, CA 94015
Email: smaltbie@dalycity.org

All notices to the Licensee shall be sent to:

Joseph Bautista
Eskabo Daan Filipino Martial Arts SF
200 Northgate Avenue Room 7
Daly City, CA 94015
Email: eskabodaan.jb@gmail.com

24. This License contains the entire understanding between the parties relating to the rights and obligations assumed under it. Any amendments or modifications to this License will not be effective unless contained in a writing issued by the City.
25. This License shall be interpreted and construed under the laws of the State of California.

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

CITY

LICENSEE

By: Shawwna Maltbie
City Manager

By:
Title:



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 13, 2021

Subject: Adopt Resolution Approving Proposed Revisions to the *Rules and Regulations of the Classified Service*

Recommended Action

It is recommended that the City Council adopt the proposed revisions to the following sections of the *Rules and Regulations of the Classified Service*:

- 1) Job Specification Changes
 - Rule II Duties of the Personnel Board, Section 2
 - Rule IV Duties of the City Manager, Section 7
- 2) Reclassification Process
 - Rule XVI Salaries and Overtime, Section 9 Process for Reclassifications
- 3) Vacation Accrual Changes
 - Rule XVII Leaves of Absence, Section 5 Vacation
- 4) Performance Appraisal Changes
 - Rule XVIII Standards of Employment, Section 7

Background/Discussion

- 1) After meeting and conferring with all bargaining groups the City has agreed to recommend revisions to the Rules and Regulations of the Classified Service regarding duties of the Personnel Board and City Manager as it relates to job specifications changes. Currently, according to the Rules and Regulations of the Classified Service the Personnel Board is required to review and recommend proposed job specifications and job specification changes prior to presenting them to the City Council for adoption. The City wishes to increase efficiency and streamline the process by submitting new job specifications and job specification changes approved by the City Manager directly to the City Council for adoption.

The changes to the Rules and Regulations of the Classified Service will be as follows:

RULE II DUTIES OF THE PERSONNEL BOARD

The duties of the Personnel Board shall be:

SECTION 2 To hold public hearings to consider additions, revisions, and amendments to these Rules and Regulations and to formulate and submit recommendations to the City Manager for submission to the Council concerning same. Notice of such hearings shall be posted in such places as the Board may determine at least (5) five days prior to the hearing.

~~**SECTION 2** To hold public hearings and make recommendations to the City Manager for submission to the Council on the adoption or revision of the Position Classification Plan and on the Salary Schedule; and the City Attorney shall review for legality, as to language and form, the recommendations of the Board before they are presented to the Council.~~

City Council Agenda Report

Subject: Adopt Resolution Approving Proposed Revisions to the Rules and Regulations of the Classified Service

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RULE IV DUTIES OF THE CITY MANAGER

SECTION 7 The City Manager, ~~upon the consent and approval of the Personnel Board,~~ shall prescribe and may, at any time, amend all or any part of the employment standards for any title included in the Classified Service of the City. Included in all statements of general qualifications, although not specifically set forth therein, shall be the general requirement of integrity, good judgment, and good character.

- 2) After meeting and conferring with all bargaining groups the City has agreed to recommend revisions to the Rules and Regulations of the Classified Service regarding the Reclassification section. The City is deleting the equity adjustment reason for requesting reclassifications as this not a legitimate basis for reclassification and can be addressed during labor negotiations.

The changes to the Rules and Regulations of the Classified Service will be as follows:

RULE XVI SALARIES AND OVERTIME

SECTION 9 PROCESS FOR RECLASSIFICATIONS

(a) During November, December and January of each year, an employee may request once every thirty-six (36) months, a reevaluation of his/her job based on:

- (1) significant changes in job content and/or
- (2) significant discrepancies between job content and classification description, ~~and/or responsibilities assigned.~~
- ~~(3) a pay range that is significantly below labor market rates or below internal equity for the job title and/or responsibilities assigned.~~

The request must contain justification, and shall be made to Human Resources, who will acknowledge the request within ten (10) day of receipt.

(b) Depending on the nature of the request and the information submitted, the job analysis may include such techniques as:

- (1) Comparison of information supplied in the classification analysis to current job description
- (2) Salary and job description survey of other cities that may have matching classifications
- (3) Interview with incumbent, immediate supervisor, and/or department head
- (4) Physical desk/job audit
- (5) Analysis of similar classifications or positions in the City for equity purposes.

It is the City's expectation that the job analysis will be completed within 90 days. If the City is unable to complete the job analysis within this time frame, the Union will be contacted and provided an updated date of completion.

At the City's discretion, an outside consultant may be retained to complete the reclassification analysis and make a recommendation to the City.

City Council Agenda Report

Subject: Adopt Resolution Approving Proposed Revisions to the Rules and Regulations of the Classified Service

Meeting Date: September 13, 2021

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(c) If an employee does not agree with Human Resources' draft recommendation, they can request a meeting with Human Resources within ten (10) days of receiving the determination. The Human Resources Director will respond in writing with the final recommendation no later than ten (10) days after this meeting.

(d) The final recommendation will be communicated via a memo with any supporting documentation from Human Resources to the City Manager. All recommendations are subject to the City Manager's approval. In addition to the City Manager's approval, reclassifications may be subject to approval by the Personnel Board and/or City Council.

Employees in the reclassification process may have a representative present at the meeting with Human Resources regarding the reclassification results.

- 3) After meeting and conferring with all bargaining groups the City has agreed to recommend revisions to the Rules and Regulations of the Classified Service regarding the Vacation section.

Currently, full-time regular employees are entitled to vacation after one full year of employment. The change will allow full-time regular employees to use accrued vacation during their probationary period upon approval of their department head or designee.

The changes to the Rules and Regulations of the Classified Service will be as follows:

RULE XVII LEAVES OF ABSENCE

SECTION 5 VACATION

All employees holding regular full-time positions shall be entitled to vacation after one full year of employment in accordance with the schedule in Article 5-E of this Section.

All employees holding regular full-time positions shall be eligible to use accrued vacation during their probationary period upon approval of their department head or designee.

- 4) After meeting and conferring with all bargaining groups the City has agreed to recommend revisions to the Rules and Regulations of the Classified Service regarding the Performance Appraisal Process.

Currently, according to the Rules and Regulations of the Classified Service the Performance Appraisals are required every three (3) months during probation and every six (6) months until they reach top step in the salary range.

The City wishes to increase efficiency and streamline the process by requiring the Performance Appraisals by changing the frequency of performance evaluations required from three to six months during the probationary period and from every six months to annually for employees that have completed their probationary period.

The changes to the Rules and Regulations of the Classified Service will be as follows:

City Council Agenda Report

Subject: Adopt Resolution Approving Proposed Revisions to the Rules and Regulations of the Classified Service

Meeting Date: September 13, 2021

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RULE XVIII STANDARDS OF EMPLOYMENT

SECTION 7 Except for employees serving their probationary period, all employees in the Classified Service shall have their performance evaluated by the Department head or ~~designated Supervisor designated for this purpose in the following manner: every six months, for employees who are at less than the top step in the salary range; and once a year for employees at the top step~~ annually.

(a) The City Manager or an official authorized thereby shall review the appraisal in order to determine if the performance of the employee warrants discharge, demotion, or continuation of service without a merit increase.

(b) Employees serving their probationary period shall have their performance evaluation as prescribed for permanent employees in the Classified Service except that they shall be denied any right of appeal as described herein; probationary employees shall have their performance evaluated every ~~three~~ six months, or more frequently, if required during the probationary period. (Revised 02/28/77 - Res. #77-48)

Fiscal Impact

None

Summary/Conclusion

The City has met and conferred in good faith with all bargaining units and as a result have agreed to the proposed changes to the Rules and Regulations of the Classified Service. Staff recommends that the City Council adopt the proposed revisions to the Rules and Regulations of the Classified Service.

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

Respectfully submitted,



Natalie Sakkal
Director of Human Resources



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 13, 2021

Subject: Memorandum of Agreement (MOA) #3 with San Francisco Public Utilities Commission (SFPUC)

Recommended Action

Authorize staff to execute Memorandum of Agreement #3 with the San Francisco Public Utilities Commission for reimbursement to the City of Daly City for construction and consulting services of the Westlake Groundwater Storage and Recovery (GSR) Pump Station Modifications Project.

Background/Discussion

The GSR Project is a joint effort between SFPUC, Daly City, and other pumping agencies to increase the storage of groundwater in the Westside Basin Aquifer. The Westlake GSR Pump Station Modifications Project (Project) is one phase of the overall GSR that will allow Daly City to expand groundwater treatment and pumping at Westlake Pump Station. The MOA #3 directs SFPUC to reimburse Daly City for all construction, inspection, and contract management as part of the Project in an amount not to exceed \$4,328,000. The SFPUC approved MOA #3 at their July 27, 2021 Commission Meeting. MOA #3 is attached for reference.

Fiscal Impact

No fiscal impact from this action.

Summary/Conclusion

Authorize staff to execute Memorandum of Agreement #3 with the San Francisco Public Utilities Commission for reimbursement to the City of Daly City for construction and consulting services of the Westlake Groundwater Storage and Recovery (GSR) Pump Station Modifications Project.

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

Respectfully submitted,

Thomas J Piccolotti
Director of Water and Wastewater Resources

Greg Krauss
Chief of Operations

**THIRD MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE CITY OF DALY CITY
AND
THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REGARDING
FUNDING OF CONSTRUCTION WORK AT THE WESTLAKE PUMP STATION**

THIS Third Memorandum of Agreement ("MOA") is entered into this __ day of July, 2021, by and between the City of Daly City ("Daly City") and the San Francisco Public Utilities Commission ("SFPUC") for the purpose of funding the construction of modifications to Daly City's Westlake Pump Station that are required for the future operation of the SFPUC's Regional Groundwater Storage and Recovery Project.

WHEREAS, the SFPUC approved the implementation of the Regional Groundwater Storage and Recovery Project ("RGSR Project") on August 12, 2014 in Resolution No. 14-0127 following completion and certification of the RGSR Project environmental impact report under the California Environmental Quality Act by the San Francisco Planning Commission on August 7, 2014 in its Motion No. M-19209; and

WHEREAS, RGSR Project operation will require Daly City to operate its Westlake Pump Station to provide chemical treatment of water pumped from two RGSR Project Wells in Daly City (Park Plaza A and B Wells), as well as blending with surface water provided to Daly City by the SFPUC, both of which will require design and construction of improvements at the Westlake Pump Station; and

WHEREAS, SFPUC Resolution No. 14-0127 and Daly City Council resolution no. 14-153 dated September 8, 2014 authorized the approval of an agreement entitled "Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Basin by and Among the San Francisco Public Utilities Commission, the City of San Bruno, the City of Daly City, and California Water Service Company" ("Operating Agreement"); and

WHEREAS, section 9.1 of the Operating Agreement requires the SFPUC to pay all RGSR Project capital costs, which include engineering, design and construction costs related to the modification of the Westlake Pump Station that are necessary for RGSR Project operation as a "Shared Facility" as defined in section 1.34 of the Operating Agreement; and

WHEREAS, the SFPUC previously funded planning, engineering and design work related to the modification of the Westlake Pump Station under two Memoranda of Understanding dated June 14, 2015 and May 14, 2018, with the first MOU approved by Daly City Council Resolution No. 15-62 and SFPUC Resolution No. 15-0098, and the second MOU approved by Daly City Council Resolution No. 18-64 and SFPUC Resolution No. 18-0127; and

WHEREAS, Brown and Caldwell, Inc. prepared a cost estimate dated September 18, 2017 for Daly City titled "Westlake Pump Station RGSR Design Modifications 90% Design Completion Basis of Estimate of Probable Construction Cost" that provides the estimated costs of modifications to the Westlake Pump Station to be funded by the SFPUC; and

WHEREAS, Daly City published a call for bids on the Westlake Pump Station Modifications construction work, and received a single bid from Anderson Pacific Engineering Construction, Inc. (Contractor) on June 25, 2020 totaling \$3,345,000; and

WHEREAS, staff of the SFPUC reviewed the construction cost estimate prepared by Brown and Caldwell for modifications to the Westlake Pump Station, and the bid by Contractor, and

concluded that the estimate and the Contractor's bid may be used as the basis for the SFPUC's payment of Shared Facility capital costs under this MOA without modification; and

WHEREAS, the parties desire to enter into this Memorandum of Agreement to allow the SFPUC to reimburse Daly City for Westlake Pump Station modification construction costs;

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1: AUTHORITY OF PARTIES

1.1 Daly City is a California municipal corporation that owns and operates the Westlake Pump station as part of its municipal water system, which is supplied with water from Daly City's existing wells and with imported water from the SFPUC Regional Water System.

1.2 The SFPUC is responsible for managing San Francisco's municipal utilities pursuant to the Charter of the City and County of San Francisco.

SECTION 2: DEFINITIONS

2.1 **"Contractor"** refers to Anderson Pacific Engineering Construction, Inc., the licensed construction contractor retained and approved by Daly City to construct Project authorized modifications to the Westlake Pump Station that will be funded by the SFPUC, as well as any approved subcontractors engaged by Contractor.

2.2 **"Daly City"** refers to the City of Daly City.

2.3 **"Effective Date"** refers to the date that the San Francisco Public Utilities Commission adopts a resolution approving this MOA.

2.4 **"Engineering Services Contract"** refers to a new agreement between Daly City and Brown and Caldwell for construction management and associated design support services during the construction of modifications to the Westlake Pump Station.

2.5 **"RGSR Project"** refers to the SFPUC's Regional Groundwater Storage and Recovery Project.

2.6 **"Operating Agreement"** refers to the agreement titled "Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Basin by and Among the San Francisco Public Utilities Commission, the City of San Bruno, the City of Daly City, and California Water Service Company" authorized by SFPUC Resolution No. 14-0127 and Daly City Council resolution no. 14-153 dated September 8, 2014.

2.7 **"Parties"** means Daly City and the SFPUC.

2.8 **"Prior Planning, Design, and Engineering Services Funding Agreements"** refers to the two Memoranda of Understanding between the Parties referenced in the recitals to this MOA dated June 14, 2015 and May 14, 2018, under which the SFPUC reimbursed Daly City for expenses incurred by Brown & Caldwell for design modifications to the Westlake Pump Station.

2.9 **"Project"** means the proposed construction work at the Westlake Pump Station described in Exhibit B.

2.10 **"SFPUC" or "San Francisco"** means the San Francisco Public Utilities Commission.

2.11 “Shared Facility” has the meaning in section 1.34 of the Operating Agreement.

2.12 “Unreimbursed Project Planning, Design and Engineering Expenses” refers to Project related expenses previously incurred by Brown and Caldwell on behalf of Daly City totaling \$70,000.00 that were not included in the SFPUC’s prior payment of planning, design and engineering expenses, as well as consultant fees for review of Contractor’s bid, under the first and second Memoranda of Understanding between Daly City and the SFPUC dated June 14, 2015 and May 14, 2018, respectively.

2.13 “Westlake Pump Station” refers to the existing pump station owned and operated by Daly City at 295 Coronado Avenue that will be modified by Daly City’s Contractor(s) at the expense of the SFPUC on a reimbursable basis in accordance with the terms of this MOA.

SECTION 3: PURPOSE OF THE MOA

3.1 Purpose.

The purpose of this MOA is to provide a mechanism for the SFPUC to reimburse Daly City for (1) progress payments to Contractor for the construction of the Project; (2) Unreimbursed Project Planning, Design and Engineering Expenses; and (3) payments to engineering and design consultants for engineering support services and construction management services during construction. A Site Plan of the Westlake Pump Station is attached as Exhibit A.

SECTION 4: FUNDING FOR THE PROJECT CONSTRUCTION CONTRACTOR

4.1 Funding - Not to Exceed Amount Payable by SFPUC.

The SFPUC will reimburse Daly City’s costs for construction of the Project in a total amount not-to-exceed \$4,973,000. The SFPUC’s funding contribution includes \$70,000 for the Unreimbursed Project Planning, Design and Engineering Expenses incurred under the Prior Planning, Design and Engineering Services Funding Agreements, as well as all Project construction and related soft costs (permitting, engineering services during construction, and construction management costs) at a total cost not to exceed \$4,328,000.00. SFPUC’s not-to-exceed contribution includes a 10% contingency allowance above Contractor’s bid of \$3,345,000.00 received by Daly City on June 25, 2020, for a total projected construction cost of \$3,680,000.00 and soft cost reimbursements of \$648,000. Daly City shall be solely responsible for any and all costs in excess of the SFPUC’s maximum \$4,328,000.00 funding contribution to the extent that the excess costs are attributable to errors or omissions in Project engineering, design or construction by Daly City, its Contractor, or the consultants hired by Daly City under the Engineering Services and the Prior Planning, Design, and Engineering Services Funding Agreements. The Parties agree to equally share Project construction cost overruns that are attributable to unforeseen events beyond the control of Daly City and its Contractor, subject to the dispute resolution clause in section 5.11 and approval of the additional funding by the SFPUC. A schedule of Unreimbursed Project Planning, Design and Engineering, Project Management and Construction Management Expenses, other related projected soft costs, and Contractor’s July 30, 2020 Schedule of Values are attached hereto as Exhibit B.

4.1.1 Closeout of Consultant Contract for work under the Prior Planning, Design and Engineering Services Funding Agreements; Engineering Services Contract.

Daly City agrees to close out its existing agreement with Brown and Caldwell for previously completed predesign, design, and bid award work that was funded by the SFPUC under the Prior Planning, Design and Engineering Services Funding Agreements. Daly City will enter into the Engineering Services Agreement with Brown and Caldwell for purposes of securing construction management and associated design support services during the construction of modifications to the Westlake Pump Station by Contractor that are to be funded by the SFPUC under this MOA. The Engineering Services Contract will be on a time and materials basis with a total cost not to exceed \$684,000, incorporated into the not-to-exceed amount of \$4,328,000 payable by the SFPUC referenced in the preceding Section 4.1.

4.2 Administration of Project Construction Contract and Engineering Services Contract.

Daly City shall serve as the manager of the contract(s) for the construction of the Project by Contractor, as well as the Engineering Services Contract. Project construction work and Project construction contract documents shall be in accordance with Exhibit B and C and the terms of this MOA. Daly City's contract with the Contractor, and the Engineering Services Contract, that are funded in whole or in part using SFPUC funds, shall contain language that deems the Contractors to be independent contractors of Daly City and not an agent or employee of the SFPUC.

4.3 Review of Project Change Orders and Involvement of SFPUC in Daly City's Acceptance of Work upon Project Completion.

Following Daly City's award of the Project construction contract to Contractor, the SFPUC shall have 10 business days to review and approve any proposed modifications or change orders affecting the contract, along with any related plans and specifications. If the SFPUC does not provide comments within 10 business days from the date the SFPUC receives the proposed modification or change order from Daly City, the SFPUC will be deemed to have approved the modification or change order.

The SFPUC shall have the right to participate in and agree on periodic progress inspections and final walkthrough/ punch list of outstanding work and the acceptance of work by Contractor upon completion of the Project. Following completion of the Project, the Parties agree that the proposed future License agreement between Daly City and the SFPUC permitting access by Daly City to operate the Park Plaza A and B RGSR Project wells serving the Westlake Pump Station will include reciprocal right of access by the SFPUC to the Westlake Pump Station, based on advance written notice from the SFPUC to Daly City.

4.4 Testing Period Following Completion of Project.

Following completion of construction but prior to project close out, the Parties agree to perform a test run of the entire system that includes the pumping of water from the Ben Franklin and Park Plaza Wells for treatment at the Westlake Pump Station, and the distribution of the treated water to Daly City's retail water customers, for a period of 7 days. The total volume of groundwater pumped from the Park Plaza A and B Wells shall be debited to the SFPUC Storage Account under the terms of the Operating Agreement.

4.5 Fiscal Limitations.

Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If

funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

4.6 Payment of Invoices.

The SFPUC shall pay Daly City for Unreimbursed Project Planning, Design and Engineering Expenses totaling \$70,000.00 within thirty (30) days of the Effective Date of this MOA. Daly City shall submit Contractor's monthly invoices, and monthly invoices under the Engineering Services Contract, to the SFPUC for approval within 30 days of receipt by Daly City. Project construction contract and Engineering Services Contract invoices shall set forth in detail the work performed and the expenses incurred, and shall identify which Contractor or subcontractor performed the construction work. Invoices pertaining to the Engineering Services Contract shall include supporting details for time charged, the activities performed, dates the charges were incurred, identification of and billing rates for staff performing the work, and backup timesheet entries for all staff charging to the Project. The SFPUC shall review and approve and pay invoices within thirty (30) calendar days of receipt from Daly City. As explained above in Section 4.1, the SFPUC's total contribution of funding under this Agreement shall not exceed \$4,328,000.

4.7 Books and Records. The Parties will maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement. Each Party agrees to provide the other Party with access to its books and records for audit purposes.

4.7 Insurance.

A. General Liability and Other Insurance; Coverage Amounts: Daly City's contract(s) with its Contractor(s) for work performed that is reimbursed in whole or in part by SFPUC funds shall require all Contractors to maintain in force during the course of the contract insurance in the following amounts and coverages, with insurers satisfactory to the San Francisco: (i) Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and (ii) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable. If any policy includes an aggregate limit or provides that claims investigation or legal defense costs are included in such aggregate limit, the aggregate limit shall be double the occurrence limits specified above. Each policy shall: (i) name as additional insured "the City and County of San Francisco, its officers, agents and employees"; (ii) provide that it is primary to any other insurance available to any additional insured, with respect to any claims arising out of this Agreement; (iii) provide that it applies separately to each insured against whom claim is made or suit is brought; and (iv) provide for at least thirty (30) days' advance written notice to the SFPUC of cancellation or modification.

Daly City shall include the language shown in Exhibit C that incorporates the insurance coverage requirements stated above in the Project construction contract.

B. Performance and Payment Bond. Daly City's contract with Contractor shall contain language requiring Contractor to provide surety bonds, each in a sum not less than 100 percent of the contract price, to guarantee the faithful performance of the contract (Performance Bond) and payment to individuals or entities who provide work on the Project under the contract with Contractor or any subcontract for the Project issued by Contractor. The Performance Bond shall cover all warranty and maintenance work required by the contract and any and all work required to correct patent or latent defects.

4.8. Termination Clause. Daly City's contract with Contractor shall contain provisions for termination for cause and for convenience by Daly City, including the manner by which termination will be affected and the basis for settlement.

4.9 Indemnity.

Daly City's contract(s) with its Contractor(s) for work performed that is reimbursed in whole or in part by SFPUC funds shall contain language requiring the Contractor(s) to indemnify, defend, and hold harmless the City and County of San Francisco and its officers, agents and employees for any and all claims for bodily injury or property damage arising out of the negligence or willful misconduct of the Contractor during the construction of the Project.

Daly City shall include the language shown in Exhibit C that incorporates the indemnification requirement referenced above in the Project construction contract.

4.10 Operation and Maintenance of Completed Project.

Following the completion and acceptance of the Project by Daly City, Daly City shall continue to own and operate the Westlake Pump Station. Operation and maintenance expenses associated with use of the Westlake Pump Station for RGSR Project purposes shall be treated in accordance with section 9.2 of the Operating Agreement.

4.11 Prevailing Wages for Construction Work.

Daly City agrees that any person performing labor in the construction of the Project using funds provided by the SFPUC under this MOA shall be paid not less than the highest prevailing rate of wages and that Daly City shall include in any contract for construction of the Project a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Daly City further agrees that it will comply with the provisions of subsection (b) of San Francisco Charter Section A7.204 and Section 6.22(E) of the San Francisco Administrative Code.

SECTION 5: GENERAL PROVISIONS

5.1 Term.

The term of this MOA shall be [48] months from the Effective Date.

5.2 Invalidity of Any Term Not to Invalidate Entire MOA.

In the event that any of the terms, covenants, or conditions of this MOA or the application of any such term, covenant, or condition shall be held invalid as to any party by any court of competent jurisdiction, all other terms, covenants, or conditions of this MOA and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOA.

5.3 Construction of Terms.

This MOA is for the sole benefit of the Parties and shall not be construed as granting rights to or imposing any obligations on any person or entity other than the Parties.

5.4 Incidental, Consequential and Indirect Damages.

To the extent permitted by law, neither of the Parties shall be liable to the other Party for consequential, indirect, special damages or lost profits.

5.5 Conflict of Interest.

Through its execution of this MOA, Daly City acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that constitute a violation of said provisions, and Daly City agrees that if it becomes aware of any such fact during the term of this MOA, Daly City shall immediately notify the SFPUC.

5.6 Liability of San Francisco.

The SFPUC's obligations under this agreement shall be limited to the payment of the not-to-exceed amount of compensation provided for in section 4.1 of this MOA. Notwithstanding any other provision of this MOA, in no event shall SFPUC be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this agreement or the services performed by Contractor in connection with this agreement.

5.7 Termination for Convenience.

The SFPUC may terminate this MOA for San Francisco's convenience and without cause at any time by giving Daly City thirty (30) days written notice of such termination; Daly City may terminate this MOA for Daly City's convenience and without cause at any time by giving the SFPUC thirty (30) day written notice of such termination. In the event of termination, Daly City shall not be obligated to further perform any activities described in this MOA. In the event of termination, (1) the SFPUC will pay Daly City for services performed by the Contractor(s) pursuant to this MOA up to the date of termination; and (2) the Contractors will complete any work previously funded by the SFPUC to the satisfaction of the SFPUC. In no event will the SFPUC be liable for Contractor costs incurred after receipt of a notice of termination.

5.8 Amendment.

The Parties may agree to modify the terms of this MOA by written agreement authorized by the governing boards of both Parties.

5.9 Waiver. The Parties agree that waiver by either Party of any breach or violation of any term or condition of this Agreement will not be deemed to be a waiver of any other term or condition contained herein, or a waiver of any subsequent breach or violation of the same, or any other term or condition. The acceptance of the performance of any work or services by either Party will not be deemed to be a waiver of any term or condition of this Agreement.

5.10 Assignment.

This MOA may not be assigned by any of the Parties without the express written consent of the other Party.

5.11 Dispute Resolution.

The Parties shall make good faith efforts to resolve disputes or disagreements arising from this MOA through a meet and confer process. If a dispute or disagreement arises, the Parties shall meet and confer within ten (10) calendar days of receiving written notification from the other Party describing the dispute and shall thereafter schedule and participate in further meetings, if appropriate, in an effort to resolve the dispute or disagreement.

5.12 Ownership of Materials.

All Project plans, specifications, reports, documents, or other materials developed by Daly City or any other person engaged directly or indirectly by Daly City will be and will remain the property of Daly City, without restriction or limitation upon their use. Notwithstanding the above, Daly City will make available to SFPUC copies of all non-privileged and non-confidential plans, specifications, reports, documents, or other materials developed by Daly City pursuant to this Agreement for inspection or audit at any time, during regular business hours, upon written request by the SFPUC.

5.13 Entire Agreement.

This MOA sets forth the entire agreement of the Parties, and supersedes all other oral or written agreements or understandings related to the design and construction of the Project. This MOA may only be modified by writing executed by both Parties.

5.14 San Francisco Sunshine Ordinance.

Daly City understands and agrees that the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the California Public Records Act (Govt. Code Section 6250 et seq.) apply to this Agreement and any and all records, information, and materials may be subject to public disclosure in accordance with the terms of the ordinance and state law.

5.15 Nondiscrimination.

In the performance of this MOA, Daly City shall not discriminate against any employee, subcontractor, applicant for employment with Daly City, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

5.16 Joint Drafting.

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party, by virtue of the authorship of any of the provisions of this Agreement.

5.17 Governing Law.

The Parties agree that the law governing this Agreement will be that of the State of California. The Parties will comply with all applicable laws and regulations. As the Party fully responsible for the design, construction, operation, and maintenance of the Project, Daly City will comply with all applicable laws and regulations concerning the design, construction, operation, and maintenance of the Project.

5.18 Notices. All notices and other communications required or permitted to be given under this Agreement will be in writing and will be e-mailed, personally served or mailed, postage prepaid and return receipt requested, and addressed to the Parties as follows:

SFPUC: Steve Ritchie
Assistant General Manager, Water
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
SRitchie@sfgwater.org

With a copy to: Francesca Gessner
Utilities General Counsel
1390 Market Street, Suite 418
San Francisco, CA 94102
Francesca.Gessner@sfcityatty.org

Daly City: Thomas J. Piccolotti, Director
Department of Water and Wastewater Resources
153 Lake Merced Blvd.
Daly City, CA 94105
tpiccolotti@dalycity.org

With a copy to: Rose Zimmerman
City Attorney
333 90th Street
Daly City, CA 94105
rzimmerman@dalycity.org

Notice will be deemed effective on the date e-mailed, personally delivered, or if mailed, three (3) days after placement in the mail.

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IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their duly authorized representatives as of the day and year indicated on the first page of this MOA.

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION

CITY OF DALY CITY

By: _____
Michael Carlin
Acting General Manager

By: _____
City Manager

Dated: _____

Dated: _____

Authorized by San Francisco Public
Commission Resolution No. _____

Authorized by City Council
Resolution No. _____

By: _____
Commission Secretary

By: _____
City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Dennis Herrera, City Attorney

By: _____
Joshua Milstein
Deputy City Attorney

By: _____
Rose Zimmerman
City Attorney



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 13, 2021

Subject: Westlake Groundwater Storage and Recovery (GSR) Pump Station Modifications Project – Consulting Services

Recommended Action

Authorize staff to execute Amendment #2 to the Professional Services Agreement with Brown and Caldwell for consulting services of the Westlake GSR Pump Station Modifications Project in an amount not to exceed \$648,000.

Background/Discussion

The GSR Project is a joint effort between SFPUC, Daly City, and other pumping agencies to increase the storage of groundwater in the Westside Basin Aquifer. The Westlake GSR Pump Station Modifications Project (Project) is one phase of the overall GSR that will allow Daly City to expand groundwater treatment and pumping at Westlake Pump Station. SFPUC is reimbursing Daly City for all costs associated with this amendment to the professional services agreement. Brown and Caldwell designed the Project, and Amendment #2 includes consulting services of construction management, inspection, and permitting application to Project completion in an amount of \$648,000. Amendment #2 is attached for reference.

Fiscal Impact

No fiscal impact from this action.

Summary/Conclusion

Authorize staff to execute Amendment #2 to the Professional Services Agreement with Brown and Caldwell for consulting services of the Westlake GSR Pump Station Modifications Project in an amount not to exceed \$648,000.

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

Respectfully submitted,

Thomas J. Piccolotti
Director of Water and Wastewater Resources

Greg Krauss
Chief of Operations

AMENDMENT 2 TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN CITY OF DALY CITY
AND BROWN AND CALDWELL
FOR WESTLAKE PUMP STATION GSR DESIGN MODIFICATIONS

THIS AMENDMENT 2 to the Agreement for Consulting Services dated June 24, 2015, between the City of Daly City, hereinafter referred to as "City", and Brown and Caldwell, a California corporation, hereinafter referred to as "Consultant," is made and entered into this ____ day of _____, 2021.

RECITALS:

WHEREAS, City and Consultant entered into an agreement for consulting services dated June 24, 2015 (hereinafter referred to as the "Agreement");

WHEREAS, in Article XX of the Agreement, City and Consultant agreed that certain of the work contemplated to be performed by Consultant could not be sufficiently defined at the time of execution of the Agreement and that all modification would occur in writing; and

WHEREAS, City and Consultant has modified the scope, budget and schedule through execution of Amendment 1; and

WHEREAS, the response to the novel Coronavirus, COVID-19, has delayed the beginning of construction; and

WHEREAS, City desires to modify the Scope of Work and the Schedule described in Exhibit B and Exhibit A1, to expand the Scope of Work to include project management modifications, assistance during bidding, engineering services during construction, permitting assistance, and construction management services; and

WHEREAS, Consultant, under City direction, has already completed a portion of the work described in AMENDMENT 2; and

WHEREAS, City has requested changes in the Scope of Work;

NOW, THEREFORE, City and Consultant agree to amend the Agreement, as modified by Amendment 1, as follows:

I. SCOPE OF CONSULTING SERVICES

The Scope of Services in the Agreement is amended as described in Attachment A2.

II. SCHEDULE

In the second line of the first paragraph, delete "Exhibit A1" and replace it with "Exhibit A2."

In the last line of the last paragraph, delete "June 30, 2019" and replace with "December 31, 2022":

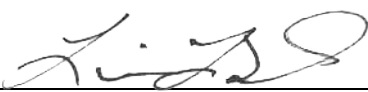
IV. COMPENSATION

Compensation for the services provided under this Amendment shall be calculated on the same basis as in the Agreement as modified by any previous amendment(s). The labor hours and cost estimates for completing the services defined in this Amendment are shown in Attachment B2. The estimated compensation for the services performed under this Amendment is \$647,344 which increases the total estimated compensation under the Agreement from \$570,000 to \$1,217,344.

All other terms and conditions of the Agreement and any amendments thereto remain unchanged.

BROWN AND CALDWELL

CITY OF DALY CITY

Signature: 

Signature: _____

Printed Name: Lori Jones

Printed Name: _____

Title: Vice President

Title: _____

Attachment A2

Amendment 2
Scope of Work

ATTACHMENT A2

AMENDMENT 2 SCOPE OF WORK

Amendment 2 addresses Consultant work completed in response to City email authorizations since design completion (October 2019) including bidding (advertising through bid opening and evaluation), responses to City and San Francisco Public Utilities Commission (SFPUC) from October 2019 through the Amendment 2 authorization date. Amendment 2 also includes activities completed by Consultant after the project's design restart in 2018. Since Amendment 2 deletes and replaces sections of text from the original contract, its text includes some language from the City's original authorization to Consultant even though Consultant completed such work well before the authorization date from Amendment 2.

A2-1. On page 5 of Exhibit B of the original Agreement, delete "Task BC-4. Project Management" and replace it with the following:

Task BC-4. Project Management.

This task encompasses project management activities, including preparing a project management plan during project initiation, following through on day-to-day administration, developing and performing in accordance with Consultant's field work health and safety plan, updating the field work health and safety plan to reflect Consultant's requirements and changes to the scope of fieldwork, preparing for, attending, and documenting meetings, restarting the project, and completing quality assurance/quality control (QA/QC) reviews on all deliverables prior to delivery to the City.

Subtask 401. Project Administration. Prepare a project management plan that identifies and schedules labor resources and reporting procedures. Monitor task budgets, the project schedule, and progress of individual tasks, and will coordinate completion of work products. Prepare and submit monthly invoices and concise progress reports that note major activities in the past month, assess progress against the project schedule and actions required to make up for project delays, and potential deviations from the scope and budget.

Subtask 402. Meetings. Meetings are expected to last three hours each. Hold seven project meetings; these will include:

- Project kick-off meeting and site walk with City staff.
- Project kick-off meeting with SFPUC and City.
- Meeting to discuss the design criteria and recommendations in the draft CDR.
- Meeting following 60% design submittal.
- Meeting following 90% design submittal.
- Meeting with City staff to restart the project.
- Meeting with SFPUC and City following 90% submittal.

To meet government regulations regarding the novel coronavirus, COVID-19, teleconferences or other electronic meeting methods may be substituted for in-person meetings.

Up to two Consultant personnel will attend each meeting. Prepare and circulate meeting agendas via email at least five working days ahead of each meeting. Prepare concise meeting minutes and circulate via email within five working days following each meeting.

Subtask 403. QA/QC. Carry out QA/QC reviews and technical reviews by independent senior technical staff on all major project deliverables, including the Basis-of-Design Report, plans and specifications.

Deliverables:

- Agendas and minutes for each meeting.
- Invoices and project tracking documentation.

Assumptions:

- Consultant will submit one agenda and one draft of meeting minutes for each meeting and will address one set of comments from City.
- Consultant will provide project management from the start of design services in July 2015 through submittal of record drawings anticipated in December 2022.
- Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

A2-2. Add the following tasks: Task BC-5. Bid Services; Task BC-6. Engineering Services during Construction; Task BC-7. Well Permitting; Documentation for Ben Franklin Well and Park Plaza Well; Task BC-8. Construction Contract Administration; Task BC-9. Field Services; Task BC-10. Construction Schedule Review and Monitoring; Task BC-11. Observation of Safety and Safe Practices; Task BC-12. Project Completion; and, Task BC-13. Construction Project Management.

Task BC-5. Bid Services.

Up to two Consultant staff will attend one 2-hour pre-bid meeting, review and respond by email to draft pre-bid meeting minutes prepared by the City. Prepare and submit via email up to six addenda to address bidder questions. Assist the City and Construction Manager in reviewing the bids and provide feedback via email.

This task includes allowances for scope adjustment to account for response to the novel coronavirus, COVID-19.

Deliverables:

- Attend pre-bid meeting.
- Up to six addenda to address bidder questions.

Assumptions:

- Consultant review of bids is limited to evaluating general conformance with technical project information.
- Consultant will provide services under this task to the limit of the budget.

Task BC-6. Engineering Services during Construction.

Provide home office engineering support during construction. Consultant's staff (Construction Manager) will provide general construction management services for the project in accordance with Tasks BC-8 through BC-12.

Subtask 601. Submittal Review, Response to Contractor Questions, and Change Order Assistance.

Review shop drawings, submittals, and contractor-proposed change orders which the Contractor submits in conformance with Technical Specifications. Assist the City in responding to up to ten (10) Contractor requests for information (RFI) at an estimated 6 hours each, ten (10) submittal reviews at an estimate 8 hours each and ten (10) resubmittals at an estimated 2 hours each and up to (2) two Contractor change order requests pertaining to technical content at an estimated 50 hours each.

Assumptions:

- The review of shop drawings, or other Contractor submittals, will be for general conformance with the intent of the contract documents. Construction Manager shall not be required to verify dimensions, to engineer Contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by Contractor.

Subtask 602. Construction Site Visits.

Make visits to the project location to observe the progress of the Contractor's executed work and to determine, in general, if such work conforms to the contract documents, budgeted visits are as follows:

- Reinforcing steel installation (3 site visits, up to two Consultant staff)
- During construction, Consultant will meet with City staff, the Contractor, and a representative from City's SCADA contractor, HSQ, to coordinate installation of a PLC. HSQ will coordinate with the Contractor and connect it to the City SCADA system including required programming. The City will contract HSQ directly for this activity. (2 site visits, up to two Consultant staff).
- Two (2) progress site visits, when requested by City staff (up to two Consultant staff).
- Punchlist visit near construction completion (up to three Consultant staff).

Subtask 603. Record Drawings.

Develop record drawings of the Pump Station modifications based on mark ups provided by the Contractor and field notes taken by the Construction Manager, inspectors, and Consultant. Construction Manager shall compile and reconcile Contractor mark ups and field notes into a single set of drawings to provide to the Consultant.

Deliverables:

- Responses to Contractor RFIs, submittal reviews, and proposed change orders provided electronically in pdf format.
- One set of record drawings (pdf format electronic file and two 11x17 paper copies).

Assumptions:

- Subtask 602 assumes 8 hours per attendee per site visit.
- Construction Manager will provide City with one consolidated set of Contractor and inspector mark ups for inclusion in the record drawings.
- Up to 8 site visits during construction.
- Consultant will neither seal nor sign record drawings.

Task BC-7. Well Permitting: Documentation for Ben Franklin Well and Park Plaza Well.

This task includes site visits, meetings, preparation of a draft submittal for the State of California Division of Drinking Water (DDW), response to DDW review comments for the draft, and preparation and submittal of the final permitting package for Ben Franklin and Park Plaza Wells.

Subtask 701. Site Visits and Meetings.

This subtask includes site visits to the Ben Franklin and Park Plaza wells, and meetings with DDW and City staff to facilitate permitting deliverables. The following are included as a part of this subtask:

- One (1) site visit to each of the wells for up to two (2) BC staff. It is assumed the site visits will occur on the same day.
- Conference call meetings with the City and DDW to review draft permitting deliverables. Up to six (6) 1-hour conference calls meetings are assumed, attended by up to three (3) Consultant staff.
- In-person meetings or teleconferences with the City and DDW. Up to two (2) meetings or teleconferences are assumed, attended by up to three (3) Consultant staff. If in-person meetings are necessary, only (1) Consultant staff will attend with the other two (2) Consultant staff attending by teleconference or other electronic meeting method.

Subtask 702. Well Permitting Documentation Packet for Ben Franklin Well and Park Plaza Well.

On the City's behalf, Consultant will submit permitting documents to DDW, including an updated permit amendment form signed by the appropriate City representative. Consultant will draft a cover letter for each well summarizing the items previously submitted to DDW and describing the items in the updated submittal. Consultant will develop and deliver one electronic draft packet (in pdf format) for the two wells combined for the City's review, address City comments, and deliver a revised packet for SFPUC review. The City shall provide one set of consolidated comments on the submittal packet within one (1) week, via electronic submittal. Consultant will address first the City's comments, and second, the SFPUC comments, submitting the draft packet to DDW on the City's behalf. This task includes reviewing data received from SFPUC. The exhibits and information that Consultant will develop for the Ben Franklin and Park Plaza permit amendment submittal packet for DDW include:

- A scaled source site plan of each well per DDW's Requirements for Source Site Plans.
- Photographs of each well's surface features.
- USGS Topo maps showing the actual location of the Park Plaza and Ben Franklin wells and calculated longitude and latitude for each well.
- Wellhead Protection Plans for Park Plaza and for Ben Franklin wells which include a description of a program to control the level of contamination in the wells. The Wellhead Protection Plan consists of the following components listed below. The Wellhead Protection Plan shall note that the City is in the process of developing an overall operations plan for Citrus Pump Station and will not be included in the Wellhead Protection Plan at this time.

1. Roles and duties for how the City maintains key communications to respond to potential incidents in the watershed that could impact Park Plaza and Ben Franklin wells.
2. Consultants and service company used by the City to support its groundwater resources.
3. Delineation of the Park Plaza and Ben Franklin well locations and sites.
4. Identification of potential contamination sources.
5. Management approaches to reduce potential sources of contamination.
6. Contingency plans for City's response for known well water constituents that exceed MCLs.
7. New wells planned near each well.
8. The City's approach to public education for to keep hazardous materials from spillage and entry into the groundwater.

Assumptions:

- Permitting of Ben Franklin and Park Plaza wells will not require any in-person face-to-face meetings with SFPUC.
- The City shall provide requested information (including information from SFPUC) to BC within one (1) week.
- Consultant will use the SFPUC provided Above Ground Well Construction As-Built for Ben Franklin and Plaza wells (if different than the Plans and Specifications dated August 2014 for these wells) and assume that the site plans presented in the record drawings is sufficiently accurate for permitting purposes.
- If DDW needs additional documentation that is not currently provided to Consultant, the City will provide this documentation to Consultant.
- SFPUC will provide information related to Ben Franklin and Park Plaza wells, necessary to respond to the accompanying required information list from DDW. (See Attachment A).
- There will be one combined submittal for Ben Franklin and Park Plaza wells.
- If DDW requests additional submittal items that are not already developed and provided by the City or SFPUC as listed in this task or not readily available from the City or SFPUC, Consultant will provide an additional scope and fee estimate for approval to develop or support the development of those items. Development of additional permit items are not currently included in this scope and fee.

Task BC-8. Construction Contract Administration.

Provide the following construction contract administration services for the construction of the Project. For the purpose of estimating the effort required for this task, the Consultant assumes that this task shall be performed concurrent with Task BC-9 Field Services, and the effort therefore included therewith and will provide effort up to the limit of budget.

Subtask 801. Establish and Maintain Coordination Procedures.

Consultant Construction Management staff (Construction Manager) will attend one pre-bid meeting, review and respond by email to draft pre-bid meeting minutes prepared by the City. Construction Manager will assist the City and Consultant staff in reviewing the bids and provide feedback via email.

Conduct a preconstruction conference to establish administrative procedures and implement a short-term schedule of activities for project mobilization. Identify for the Contractor the procedures for communications, submittals, requests for information or clarification, proposed contract modifications, scheduling, and other procedures as may be necessary for the project. Prepare and distribute agenda and minutes of the preconstruction meeting to attendees.

Subtask 802. Construction Activity Coordination.

The Construction Manager shall be the primary point of contact for work conducted in the field. Coordinate with the City regarding the Contractor's activities and keep City informed of the progress of the Work, including as to the common objectives of timely completion within contract cost and quality of the constructed project.

Subtask 803. Schedule, Conduct, and Document Project Meetings.

On a weekly basis, schedule, chair, record minutes, and monitor the action items identified. Particular attention shall be given to construction progress, the Contractor's 3-week look-ahead schedule, resolution of problems, coordination with other agencies, and status of submittals, RFIs, and change orders. Attendees shall include the Construction Manager and representatives from the Contractor, the City, and other affected parties. For this assignment, the Consultant will hold weekly Teams meetings for the first 8 weeks, then biweekly meetings for 40 weeks and meetings every 4 weeks through December 2022. The meetings are estimated to be 1 hour in duration and will be attended by 1 Consultant Staff.

Subtask 804. Maintain Project Records and Documentation.

Maintain records of the project including logs, inspection reports, RFIs, clarification letters, submittals, potential change orders, photographs, measurements of quantities, schedules, and correspondence. Screen and process submittals received from the Contractor to the City; receive submittals from the City and return them to the Contractor. Maintain a record of items mentioned above in logs provided by the City or in an equivalent form provided by the Construction Manager. Maintain Construction Manager's working as-built drawings (per Subtask 906) to document changes in the field.

Subtask 805. Status Reporting System.

Provide weekly oral or email project progress reports to the City. Significant variances between planned and actual results shall receive appropriate attention and corrective action shall be recommended.

Subtask 806. Negotiate Change Orders with the Contractor.

Represent the City's interest in negotiation of change orders, as directed by the City. Obtain scope documentation from and consult with City on proposed changes. Estimate change order cost as necessary and provide recommendations to the City. Track change order details on the Change Order Log.

Consultant effort under this subtask shall be limited to 20 hours.

Subtask 807. Records Management.

Maintain project records including correspondence, minutes of meetings, submittals, test reports and data, certificates, permits, status reports, periodic inspection reports, specialty inspection reports, photographs, claims files, change orders, schedules, and other records as may be required.

Task BC-9. Field Services.

Establish, implement, and maintain quality assurance/control procedures, as described below in subtasks of Task BC-9, for the construction work. For estimating the effort for this task, Construction Manager labor (including Field Inspection) is estimated at 20 hours per two-week period and 4 hours per week for task administration (728 hours total), Mondays to Fridays, from September 7, 2021 through September 6, 2022, which includes pre-construction and project completion activities. Additional effort based on Contractor or City-requested site visits beyond the budgeted hours will require a budget increase by contract amendment. Consultant assumes that all work is performed on a single-day shift.

Consultant will not perform work during Saturdays, Sundays, and City-defined Holidays.

The Contractor shall provide to the Consultant a minimum of 72 hours written notice prior to the Consultant's required presence on site for inspections.

Subtask 901. Field Inspection.

Inspect construction to monitor conformance of the Contractor's work with drawings and specifications. Report nonconformance and construction deficiencies to the Contractor and to the City. Work with the Contractor to develop and implement appropriate corrective actions.

Construction Manager shall not, as a result of such observations of Contractor's Work in progress, actually or be deemed to supervise, direct, or have control over Contractor's Work, nor shall Construction Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incidental to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing or performing the Work. Accordingly, and consistent with the City's agreement with Contractor, Construction Manager is not a guarantor of the performance of any Contractor and does not assume responsibility for any Contractor failure to furnish or perform the Work in accordance with the Contract Documents.

Subtask 902. Clarifications and Interpretations.

The Consultant will provide services, up to the limit of the budget, for questions of design intent requiring clarification or interpretation of the drawings and specifications, obtain the City's or design Consultant staff clarification, interpretation, or both, and provide them to the Contractor. For estimating the effort required for this subtask, the Construction Manager assumes that this subtask is budgeted within the assumptions set forth in Subtask 901. Field Inspection.

Subtask 903. Field and Laboratory Testing.

Manage, coordinate, and schedule specialty inspections with the Contractor, City, agencies having jurisdiction, and inspection/testing service providers. Consultant has allocated no budget for field and laboratory testing fees or expenses.

Subtask 904. Punch Lists.

Near completion of the project, inspect finished products, restoration works, and other structures to determine the general quality of work and the work items that remain to be done, and review Contractor's record drawings. Based on these reviews and inspections,

prepare corrective work lists for the Contractor to complete or repair. Update and monitor punch list item disposition until project closeout.

Subtask 905. Visual Documentation.

During site visits, take digital photographs or video of the construction activities to show the progress and quality of the work, including special and typical conditions encountered during construction. Provide electronic copies to the City at the end of construction.

Subtask 906. Record Drawings.

Review and monitor monthly the Contractor's development and maintenance of working record drawings. At approximately 90 percent of Milestone completion, review the Contractor's working record drawings and advise the City as to the accuracy, thoroughness, and completeness based on site observation or information furnished by others. Construction Manager's review will not make Construction Manager responsible for Contractor's duty as to the production of record drawings, nor any errors or omissions in such record drawings. Upon completion of the project, retain a copy of the Contractor's working record drawings for use by the City.

Task BC-10. Construction Schedule Review and Monitoring.

The Consultant shall, up to the limit of the budget, review and determine acceptability of the Contractor's construction schedule as well as schedule submittals, updates, time impact reports, and revisions in accordance with the Contract Documents. Review and distribute the 3-week look-ahead schedules prepared by Contractor to the Project Team. Evaluate the impact of change orders on the construction schedule. Written review comments to be provided as set forth in the Contract Specifications.

Task BC-11. Observation of Safety and Safe Practices.

In concert with the Construction Manager's services under Task BC-9, Construction Manager shall perform the following activities up to the limit of the budget.

When requested by the City, Construction Manager shall communicate the City's concerns and requests relating to safety to the Contractor's Safety Officer.

Construction Manager shall provide documentation to the City of accidents when they occur, to the extent not required or provided by Contractor. Such documentation may include copies of periodic inspection reports, photographs, and memoranda describing the accident.

Construction Manager shall notify the City when Construction Manager becomes aware of suspected safety violations; notwithstanding this notification, Contractor shall be responsible for Contractor's operations, and the health and safety of same. While Construction Manager is not responsible for the Construction Contractor's Health and Safety policies or enforcement, to the extent the Construction Manager observes and recognizes a site condition as an imminent danger, Construction Manager is authorized to shut down the project or a portion of the project, then notify the City so the City can determine appropriate action.

The Construction Manager shall be trained and able to enter permit required and non-permit required confined space for the purpose of construction inspection.

The Construction Manager shall be knowledgeable of the City's safety procedures.

Assumptions:

- The presence of the Construction Manager, its subcontractors and contractors (Consultant Team) personnel at a construction site, whether as an on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to the client, general contractor and/or subcontractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations.
- Any inspection or observation of the Contractor's work is solely for the limited purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Construction Manager makes no warranty or guarantee with respect to the performance of any contractor.
- Construction Manager has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Construction Manager's own personnel, Construction Manager has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction Contractor.

Task BC-12. Project Completion

The following subtasks shall be conducted to close out the project. For the purpose of estimating the effort required for this task, the Consultant assumes that this task shall be performed at the completion of construction up to the limit of the budget.

Subtask 1201. Final Inspection.

Schedule and conduct substantial completion inspections, issue punch lists, review compliance. Advise the City, and schedule, conduct, and complete final inspection with the City. Assist in negotiation of unsettled changes or disputes. When final punch list items have been completed or resolved, recommend final acceptance to the City. Prepare a Certificate of Completion. Obtain from the Contractor and deliver to the City bonds, guarantees, operation and maintenance manuals, and record drawings.

Subtask 1202. Project Close Out.

Prepare documentation recommending the acceptance of the complete project by the City. After completion of the project, turn over project documentation to the City in an orderly manner. Construction Manager shall maintain a warranty work file, and process final submittals including warranty certificates.

Task BC-13. Construction Project Management.

Construction project management subtasks are those necessary for the conduct of the resident engineering services as described in Tasks BC-8 through BC-12, exclusive of the construction contract administration tasks identified in Task BC-9. Consultant shall provide

project-wide management such as invoicing and reporting as described in Task BC-4 Project Management for up to 16 months.

Subtask 1301. Monitor Progress.

Establish and monitor time schedule, work force loading, and budget for the project.

Subtask 1302. Review the Work.

Supervise project team and review the work performed.

Subtask 1303. Communications.

Maintain communications with the City.

Project Assumptions

- Construction Management is assumed to be up to 728 hours as set forth in Task BC-9. Field Services.
- The Contractor shall provide to the Consultant a minimum of 72 hours written notice prior to the Consultant's required presence on site for inspections.
- Construction Management services are for the Westlake Pump Station GSR Design Modifications. Westlake Pump Station Electrical Upgrade Project which may be constructed concurrently with the GSR Design Modifications will be managed by others.
- The Contractor will be responsible for legal disposal of all waste materials and the project specifications shall reflect that requirement.

Work to be Performed by the City

- Prepare and obtain City and County encroachment permits.
- Provide rectified aerial images (tiff formatted files) for the project area from the City GIS system within two (2) weeks of amendment approval.

Schedule

The estimated project duration is 37 months from the restart of the project November 2019 through construction closeout on December 31, 2022. The following is a schedule of project milestones and deliverables as presented in the Scope of Work.

- Project Restart, Project Management – November 2019
- Bid Period Services – January 2020 to June 2020
- Construction Start – September 2021
- Construction Complete – September 2022
- Record Drawings Complete – December 2022
- Permitting Support (independent of construction schedule) – Complete by December 31, 2021

- BC's schedule will extend on a day-for-day basis if the City authorizes restart after November 2019.
- Submission of draft permit package will occur sixteen (16) weeks after the City provides notice to restart.
- Submission of final permit package will occur ten (10) working days after receipt of any City comments.
- Response to any DDW comments will occur within fifteen (15) working days after receipt of DDW comments.

Attachment B2

Amendment 2
Cost Estimate

		Dickson, Bradford G	Okamura, Esther Elaine L	Falst, William K	Bellows, Peter H	Terrazas, Richard W	Chau, Ho-Shing	Forsberg, Dane C	Burke, Fred	Schock, Dawn M	Dummer, Catherine A	Holton, Melanie E	Tsuruda, Marissa C	Crawford, Tina D	Barber, Jason R				Other Travel				
Phase	Phase Description	PM/ Inspector	PA	Technical Advisor	QA/QC	PMO	Structural Staff Engineer	Electrical Staff Engineer	CADD	Admin	Cost Estimator	Permitting	Permitting	GIS	Scheduler	Total Labor Hours	Total Labor Effort	APC		Total ODCs	Total Expense Cost	Total Expense Effort	Total Effort
204	Project Management - Ad	132	144	42	32	12	0	0	0	0	0	0	0	0	0	362	78,043	2,172	80	80	80	2,260	80,303
205	Bid Services	128	0	76	0	0	4	54	8	4	4	0	12	0	0	290	67,398	1,740	40	40	40	1,784	69,182
206	Construction Support	76	0	42	0	0	112	104	60	0	0	0	116	0	0	510	91,136	3,060	350	350	350	3,445	94,581
207	Well Permitting	26	0	60	0	0	0	0	0	16	0	68	124	4	0	298	64,667	1,788	200	200	200	2,008	66,675
208	Construction Contract Ad	208	0	16	0	0	0	0	0	0	0	0	0	0	0	224	53,916	1,344	0	0	0	1,344	55,260
209	Field Services	728	0	0	0	0	0	0	0	0	0	0	0	0	0	728	170,442	4,368	12,000	12,000	12,000	17,568	188,010
210	Scheduling	18	0	0	0	0	0	0	0	0	0	0	0	0	64	82	13,627	492	960	960	960	1,548	15,175
211	Oberv. Safety & Safe Prac	104	0	0	0	0	0	0	0	0	0	0	0	0	0	104	24,349	624	0	0	0	624	24,973
212	Project Completion	120	0	0	0	0	0	0	0	0	0	0	0	0	0	120	28,095	720	1,200	1,200	1,200	2,040	30,135
213	Construction PM	96	0	0	0	0	0	0	0	0	0	0	0	0	0	96	22,476	576	0	0	0	576	23,052
GRAND TOTAL		1,636	144	236	32	12	116	158	68	20	4	68	252	4	64	2,814	614,147	16,884	14,830	14,830	14,830	33,197	647,344

CITY OF DALY CITY
CHECK REGISTERS
FOR THE MONTH OF JULY 2021

07/01/2021

CHECKS ISSUED	-	#391515 TO 391516
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

07/12/2021

CHASE CREDIT CARD	-	N/A – Electronic Payment
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07/12/2021

CHECKS ISSUED	-	#9999902 TO 9999902
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

07/15/2021

CHECKS ISSUED	-	#391517 TO 391768
CANCELED CHECK	-	#391559, 391615
VOID CHECK	-	NONE

07/21/2021

CHECKS ISSUED	-	#391769 TO 391772
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

07/30/2021

CHECKS ISSUED	-	#391773 TO 392197
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

AUDITED  FINANCE DIRECTOR

APPROVED _____ CITY MANAGER

APPROVED _____ MAYOR

APPROVED _____ VICE MAYOR

ACCOUNTS PAYABLE CHECK RUN SUMMARY
FISCAL YEAR 2021-2022

	MONTH	TOTAL
2021	July	\$ 8,215,036.28
	August	
	September	
	October	
	November	
	December	
2022	January	
	February	
	March	
	April	
	May	
	June	
	TOTAL	\$ 8,215,036.28

JULY 2021 BREAK DOWN OF EXPENSES BY FUND

Fund	Total for Month	Total for Year	% of Total
General Fund	\$ 3,568,135.43	\$ 3,568,135.43	43.4%
Gas Tax Fund	576,468.38	576,468.38	7.0%
Utility/Enterprise Funds	4,070,432.47	4,070,432.47	49.5%
Total:	\$ 8,215,036.28	\$ 8,215,036.28	100.0%

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00391515	50942	HANDLED WITH CARE	07/01/21	6,151.73	MW	IS	
AP CHK 00391516	29200	LEGAL SHIELD	07/01/21	305.06	MW	IS	

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

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	6,456.79	Number of Checks Processed:	2
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 6,456.79

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
CB CHK 00071221	49024	JP MORGAN CHASE BANK N	07/12/21	50,306.06	HW	IS	Hand Written

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

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	0.00	Number of Checks Processed:	0
Total Hand Written	50,306.06	Number of Checks Processed:	1
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 50,306.06

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 99999002	31324	ACTIVE NETWORK LLC	07/12/21	6,250.00	HW	IS	Hand Written

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

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	0.00	Number of Checks Processed:	0
Total Hand Written	6,250.00	Number of Checks Processed:	1
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 6,250.00

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391517	46218R	24/7 ROOTER & PLUMBING SERV	07/15/21	2,000.00	MW	IS	
AP CHK 00391518	44031	A & D AUTOMATIC GATE COMPAN	07/15/21	1,279.97	MW	IS	
AP CHK 00391519	25627	A S F ELECTRIC INC	07/15/21	1,017.65	MW	IS	
AP CHK 00391520	55964	ACCELA INC	07/15/21	10,819.31	MW	IS	
AP CHK 00391521	56226	ACCURACY INTERNATIONAL	07/15/21	375.00	MW	IS	
AP CHK 00391522	15222	ACTION SPORTS	07/15/21	2,433.31	MW	IS	
AP CHK 00391523	53561	ACTION TOWING	07/15/21	981.00	MW	IS	
AP CHK 00391524	56224	ACTIVITY GROUP INC, THE	07/15/21	25,606.00	MW	IS	
AP CHK 00391525	1514	ADAM HILL COMPANY, THE	07/15/21	461.68	MW	IS	
AP CHK 00391526	29880	AIRGAS USA LLC	07/15/21	227.50	MW	IS	
AP CHK 00391527	1465	ALBERTSONS SAFEWAY	07/15/21	488.30	MW	IS	
AP CHK 00391528	37095	ALL INDUSTRIAL ELECTRIC SUP	07/15/21	1,546.74	MW	IS	
AP CHK 00391529	56248R	ALL PHASE ELECTRICAL INCORP	07/15/21	500.00	MW	IS	
AP CHK 00391530	55560R	ALLIANCE HOMES	07/15/21	3,000.00	MW	IS	
AP CHK 00391531	7941	ALLIANT INSURANCE SERVICES	07/15/21	4,378.00	MW	IS	
AP CHK 00391532	22544	ALLSTAR FIRE EQUIPMENT INC	07/15/21	9,888.22	MW	IS	
AP CHK 00391533	37116	ALPHA ANALYTICAL LABORATORI	07/15/21	45,133.30	MW	IS	
AP CHK 00391534	39355	ALTA LANGUAGE SERVICES INC	07/15/21	68.00	MW	IS	
AP CHK 00391535	56231	AMAZON CAPITAL SERVICES INC	07/15/21	2,501.75	MW	IS	
AP CHK 00391536	45439JPA	AMERICAN MEDICAL RESPONSE	07/15/21	500.00	MW	IS	
AP CHK 00391537	27427	AMERICAN TEXTILE & SUPPLY I	07/15/21	281.78	MW	IS	
AP CHK 00391538	22468R	AQUINO, AMELIA	07/15/21	50.00	MW	IS	
AP CHK 00391539	55833	ARAMARK	07/15/21	386.83	MW	IS	
AP CHK 00391540	55891JPALAW	ARMENTO AND HYNES LLP	07/15/21	725.00	MW	IS	
AP CHK 00391541	53757	ASE BLUE SEAL RECOGNITION P	07/15/21	65.00	MW	IS	
AP CHK 00391542	6413	AT&T MOBILITY	07/15/21	904.26	MW	IS	
AP CHK 00391543	44649	ATLAS COPCO COMPRESSORS LLC	07/15/21	2,455.35	MW	IS	
AP CHK 00391544	29643	AUTO COLLISION CENTER	07/15/21	879.90	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391545	53625	AVENU MUNISERVICES LLC	07/15/21	1,000.00	MW	IS	
AP CHK 00391546	53260	AXON ENTERPRISE INC	07/15/21	55,906.65	MW	IS	
AP CHK 00391547	1232	BAKER & TAYLOR COMPANY INC	07/15/21	11,093.95	MW	IS	
AP CHK 00391548	19892	BAY AREA PAVING COMPANY INC	07/15/21	4,890.00	MW	IS	
AP CHK 00391549	54911	BAYSIDE COLLISION CENTER	07/15/21	900.00	MW	IS	
AP CHK 00391550	38585	BFI OF CALIFORNIA INC	07/15/21	3,607.06	MW	IS	
AP CHK 00391551	19200	BIRITE FOODSERVICE DISTRIBU	07/15/21	9,961.67	MW	IS	
AP CHK 00391552	22205	BLACKSTONE PUBLISHING	07/15/21	198.00	MW	IS	
AP CHK 00391553	56160	BLUE FLAMINGO MARKETING	07/15/21	15,000.00	MW	IS	
AP CHK 00391554	17202	BOUND TREE MEDICAL LLC	07/15/21	1,147.18	MW	IS	
AP CHK 00391555	55851	BOV EMBROIDERY INC	07/15/21	20.00	MW	IS	
AP CHK 00391556	46139R	BOWMAN, SCOTT	07/15/21	952.41	MW	IS	
AP CHK 00391557	3064	BROWN & CALDWELL INC	07/15/21	1,149.30	MW	IS	
AP CHK 00391558	21239R	BROWN, DENISE	07/15/21	987.84	MW	IS	
AP CHK 00391559	48024R	BUSALACCHI, MARIO	07/15/21	200.00	MW	IS	
AP CHK 00391560	48259	BWNVT MOTORS INC	07/15/21	13,933.85	MW	IS	
AP CHK 00391561	55991	CAL ENGINEERING & GEOLOGY I	07/15/21	1,987.50	MW	IS	
AP CHK 00391562	36927	CALCON SYSTEMS INC	07/15/21	10,129.84	MW	IS	
AP CHK 00391563	1196	CALIFORNIA WATER SERVICE CO	07/15/21	329.72	MW	IS	
AP CHK 00391564	10545	CALPELRA	07/15/21	1,090.00	MW	IS	
AP CHK 00391565	28636	CDW GOVERNMENT INC	07/15/21	3,039.83	MW	IS	
AP CHK 00391566	10299JPA	CENTRAL COUNTY FIRE DEPARTM	07/15/21	15,888.00	MW	IS	
AP CHK 00391567	56246R	CHAN, MARY	07/15/21	500.00	MW	IS	
AP CHK 00391568	56242R	CHOY, STANTON	07/15/21	720.00	MW	IS	
AP CHK 00391569	3678	CINTAS CORPORATION #464	07/15/21	6,572.28	MW	IS	
AP CHK 00391570	35395	CITY AUTO SUPPLY	07/15/21	3,597.15	MW	IS	
AP CHK 00391571	46465JPA	CITY OF BELMONT	07/15/21	3,505.00	MW	IS	
AP CHK 00391572	13126	CITY OF BRISBANE	07/15/21	20,184.47	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391573	6649JPA	CITY OF BRISBANE	07/15/21	2,492.00	MW	IS	
AP CHK 00391574	25602	CITY OF DALY CITY	07/15/21	123,774.40	MW	IS	
AP CHK 00391575	43155JPA	CITY OF DALY CITY	07/15/21	9,058.00	MW	IS	
AP CHK 00391576	5342JPA	CITY OF FOSTER CITY	07/15/21	4,061.00	MW	IS	
AP CHK 00391577	52517	CITY OF FRESNO POLICE DEPAR	07/15/21	4,404.00	MW	IS	
AP CHK 00391578	28211	CITY OF PACIFICA	07/15/21	20,184.48	MW	IS	
AP CHK 00391579	6034JPA	CITY OF PACIFICA	07/15/21	3,017.00	MW	IS	
AP CHK 00391580	55405JPA	CITY OF REDWOOD CITY	07/15/21	5,446.00	MW	IS	
AP CHK 00391581	20562JPA	CITY OF SAN BRUNO	07/15/21	1,645.00	MW	IS	
AP CHK 00391582	46083JPA	CITY OF SAN CARLOS	07/15/21	4,182.00	MW	IS	
AP CHK 00391583	25816JPA	CITY OF SAN MATEO	07/15/21	9,393.00	MW	IS	
AP CHK 00391584	54186	CIVICPLUS INC	07/15/21	600.00	MW	IS	
AP CHK 00391585	56237	CLAREMONT BEHAVIORAL SERVIC	07/15/21	1,322.75	MW	IS	
AP CHK 00391586	21784	COLE PARMER INSTRUMENT CO	07/15/21	445.39	MW	IS	
AP CHK 00391587	25819JPA	COLMA FIRE PROTECTION DISTR	07/15/21	2,053.00	MW	IS	
AP CHK 00391588	34153	COMCAST	07/15/21	52.37	MW	IS	
AP CHK 00391589	47244	COMCAST	07/15/21	89.96	MW	IS	
AP CHK 00391590	52453	COMCAST	07/15/21	115.06	MW	IS	
AP CHK 00391591	12578	COMPLETE LINEN SERVICES INC	07/15/21	141.60	MW	IS	
AP CHK 00391592	30109	CORELOGIC SOLUTIONS LLC	07/15/21	233.78	MW	IS	
AP CHK 00391593	14930	COUNTY OF SAN MATEO	07/15/21	76.00	MW	IS	
AP CHK 00391594	24777	COUNTY OF SAN MATEO AIRPORT	07/15/21	1,500.00	MW	IS	
AP CHK 00391595	48323	CRYSTAL CREAMERY	07/15/21	241.47	MW	IS	
AP CHK 00391596	28906	CSG CONSULTANTS INC	07/15/21	32,945.80	MW	IS	
AP CHK 00391597	19907	CWEA-TCP	07/15/21	394.00	MW	IS	
AP CHK 00391598	53763	DALY CITY BASEBALL ASSOCIAT	07/15/21	3,465.00	MW	IS	
AP CHK 00391599	1414	DALY CITY CENTRAL CASHIER	07/15/21	767.02	MW	IS	
AP CHK 00391600	48520	DALY CITY PARTNERSHIP	07/15/21	21,234.83	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391601	1299	DEPARTMENT OF JUSTICE	07/15/21	263.00	MW	IS	
AP CHK 00391602	26138R	DISCOUNT PLUMBING & HEATING	07/15/21	4,000.00	MW	IS	
AP CHK 00391603	49596R	DOUGLAS, KAREN	07/15/21	200.00	MW	IS	
AP CHK 00391604	48177	EAST BAY TIRE CO	07/15/21	6,907.61	MW	IS	
AP CHK 00391605	49830R	ECONOMY PLUMBING	07/15/21	2,000.00	MW	IS	
AP CHK 00391606	56240R	EMANUEL, DEREK	07/15/21	195.00	MW	IS	
AP CHK 00391607	56250	FARLEY-COEN, ANNALEE	07/15/21	53,181.62	MW	IS	
AP CHK 00391608	36077	FASTENAL COMPANY	07/15/21	578.84	MW	IS	
AP CHK 00391609	40843	FASTRAK INVOICE PROCESSING	07/15/21	12.00	MW	IS	
AP CHK 00391610	1383	FEDEX	07/15/21	192.86	MW	IS	
AP CHK 00391611	52678	FERGUSON GROUP LLC, THE	07/15/21	13,000.00	MW	IS	
AP CHK 00391612	54756	FORENSIC LOGIC LLC	07/15/21	10,915.00	MW	IS	
AP CHK 00391613	G-HOLMES	FRANCHISE TAX BOARD	07/15/21	200.00	MW	IS	
AP CHK 00391614	48009	GALE CENGAGE LEARNING	07/15/21	48.49	MW	IS	
AP CHK 00391615	46756R	GARCIA, JOSE	07/15/21	48.65	MW	IS	
AP CHK 00391616	48247	GCS ENVIRONMENTAL EQUIPMENT	07/15/21	64.84	MW	IS	
AP CHK 00391617	31901R	GLEICHENHAUS, D PETER	07/15/21	720.00	MW	IS	
AP CHK 00391618	4581	GOLDEN BAY CONSTRUCTION INC	07/15/21	29,710.28	MW	IS	
AP CHK 00391619	31925	GOVCONNECTION INC	07/15/21	157.45	MW	IS	
AP CHK 00391620	3942	GOVERNMENT FINANCE OFFICERS	07/15/21	150.00	MW	IS	
AP CHK 00391621	1754	GRAINGER INC	07/15/21	1,129.54	MW	IS	
AP CHK 00391622	36985	GRAND INDUSTRIES INC	07/15/21	40,000.00	MW	IS	
AP CHK 00391623	1571	GRANITEROCK	07/15/21	1,070.62	MW	IS	
AP CHK 00391624	29425	GRAPHTECH GRAPHICS	07/15/21	3,093.30	MW	IS	
AP CHK 00391625	34720	GRATING PACIFIC INC	07/15/21	2,691.07	MW	IS	
AP CHK 00391626	22404	GREG'S TRUCKING SERVICE INC	07/15/21	1,492.00	MW	IS	
AP CHK 00391627	2223	HACH COMPANY	07/15/21	1,705.66	MW	IS	
AP CHK 00391628	54235	HARRIS COMPUTER SYSTEMS	07/15/21	38,472.56	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391629	49597	HAWK ANALYTICS INC	07/15/21	2,495.00	MW	IS	
AP CHK 00391630	55667	HAZEN AND SAWYER	07/15/21	37,646.63	MW	IS	
AP CHK 00391631	45695	HERRERA, MARIELA	07/15/21	275.00	MW	IS	
AP CHK 00391632	15857	HOME DEPOT CREDIT SERVICES	07/15/21	14,616.81	MW	IS	
AP CHK 00391633	26844	HOPKINS TECHNICAL PRODUCTS	07/15/21	5,678.56	MW	IS	
AP CHK 00391634	2665	HSQ TECHNOLOGY CORP	07/15/21	2,743.75	MW	IS	
AP CHK 00391635	41818	HUNTINGTON COURT REPORTERS	07/15/21	1,319.38	MW	IS	
AP CHK 00391636	48013	HYLAND SOFTWARE INC	07/15/21	2,019.53	MW	IS	
AP CHK 00391637	37608R	IGNACIO JR, ANGELO	07/15/21	111.10	MW	IS	
AP CHK 00391638	48933	INFOSEND INC	07/15/21	5,684.99	MW	IS	
AP CHK 00391639	31781	INNOVATIVE CLAIM SOLUTIONS	07/15/21	14,751.75	MW	IS	
AP CHK 00391640	56229	IPROMO	07/15/21	918.50	MW	IS	
AP CHK 00391641	1072	IRVINE & JACHENS INC	07/15/21	3,256.39	MW	IS	
AP CHK 00391642	54642	ITPROTV	07/15/21	3,296.00	MW	IS	
AP CHK 00391643	56192	JAVA CONNECTIONS LLC	07/15/21	11,055.62	MW	IS	
AP CHK 00391644	48182	JETMULCH INC	07/15/21	5,916.62	MW	IS	
AP CHK 00391645	38217R	JUROW, JEFFREY	07/15/21	720.00	MW	IS	
AP CHK 00391646	7901	K 119 OF CALIFORNIA INC	07/15/21	10,215.68	MW	IS	
AP CHK 00391647	56155R	KIM, ANDREW	07/15/21	1,800.00	MW	IS	
AP CHK 00391648	20073	KIMLEY HORN & ASSOCIATES IN	07/15/21	3,731.60	MW	IS	
AP CHK 00391649	56018	KINGDOM PIPELINES INC	07/15/21	60,494.00	MW	IS	
AP CHK 00391650	49414	KITTELSON & ASSOCIATES INC	07/15/21	3,132.50	MW	IS	
AP CHK 00391651	33914	KOFFLER ELECTRICAL MECHANIC	07/15/21	950.00	MW	IS	
AP CHK 00391652	1108	L N CURTIS AND SONS	07/15/21	4,431.47	MW	IS	
AP CHK 00391653	54309	LEBAK, CHARLES	07/15/21	770.00	MW	IS	
AP CHK 00391654	56235R	LEE, TIMOTHY	07/15/21	50.00	MW	IS	
AP CHK 00391655	56236R	LEE, YUCHEN	07/15/21	100.00	MW	IS	
AP CHK 00391656	51450	LEFLER ENGINEERING INC	07/15/21	465.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391657	37641	LEXIPOL LLC	07/15/21	17,996.00	MW	IS	
AP CHK 00391658	16106	LIBRARY STORE INC, THE	07/15/21	54.46	MW	IS	
AP CHK 00391659	12906LAW	LIEBERT CASSIDY WHITMORE	07/15/21	12,513.00	MW	IS	
AP CHK 00391660	14431	LINDE INC	07/15/21	19,449.24	MW	IS	
AP CHK 00391661	29332	LORAL LANDSCAPING	07/15/21	7,629.18	MW	IS	
AP CHK 00391662	27066	MANAGED HEALTH NETWORK	07/15/21	1,857.60	MW	IS	
AP CHK 00391663	56243R	MARIO, MANUEL	07/15/21	720.00	MW	IS	
AP CHK 00391664	56247R	MARLEY, SALINA	07/15/21	500.00	MW	IS	
AP CHK 00391665	18738	MATTOS, KEITH	07/15/21	200.00	MW	IS	
AP CHK 00391666	54358	MAVERICK NETWORKS INC	07/15/21	56,775.39	MW	IS	
AP CHK 00391667	14277	MAZE & ASSOCIATES INC	07/15/21	34,805.00	MW	IS	
AP CHK 00391668	49790R	MCQUADE, JOSHUA	07/15/21	200.00	MW	IS	
AP CHK 00391669	25805JPA	MENLO PARK FIRE PROTECTION	07/15/21	13,000.00	MW	IS	
AP CHK 00391670	23949	METRO MOBILE COMMUNICATIONS	07/15/21	1,545.00	MW	IS	
AP CHK 00391671	22863	MIDWEST TAPE INC	07/15/21	1,170.99	MW	IS	
AP CHK 00391672	41679R	MIGALE, PETER JOHN	07/15/21	5,805.28	MW	IS	
AP CHK 00391673	26163	MIKE BROWN ELECTRIC	07/15/21	21,063.40	MW	IS	
AP CHK 00391674	49436REN	MKD CEDAR HILL LLC	07/15/21	6,013.01	MW	IS	
AP CHK 00391675	49476R	MOALA, JOSHUA	07/15/21	150.00	MW	IS	
AP CHK 00391676	42124	MORLA, MICHAEL T	07/15/21	4,253.20	MW	IS	
AP CHK 00391677	30490R	MOTIPARA, RAJ	07/15/21	720.00	MW	IS	
AP CHK 00391678	42663	MUNICIPAL CODE CORPORATION	07/15/21	2,602.17	MW	IS	
AP CHK 00391679	15210	MUNICIPAL MAINTENANCE EQUIP	07/15/21	222.40	MW	IS	
AP CHK 00391680	35339	MYERS, RON D	07/15/21	81,344.84	MW	IS	
AP CHK 00391681	3420	NEWARK ELEMENT14	07/15/21	141.58	MW	IS	
AP CHK 00391682	46852	NEWEGG BUSINESS INC	07/15/21	103.80	MW	IS	
AP CHK 00391683	25761	NORTHERN SAFETY CO INC	07/15/21	367.53	MW	IS	
AP CHK 00391684	20521	OCLC INC	07/15/21	4,769.10	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391685	1055	OFFICE DEPOT	07/15/21	883.95	MW	IS	
AP CHK 00391686	15337	OFFICE DEPOT	07/15/21	35.39	MW	IS	
AP CHK 00391687	42500	OFFICE DEPOT	07/15/21	2,289.29	MW	IS	
AP CHK 00391688	56092	ON POINT LANGUAGE SOLUTIONS	07/15/21	350.00	MW	IS	
AP CHK 00391689	56227	ORIGIN PC LLC	07/15/21	9,071.94	MW	IS	
AP CHK 00391690	3685	OTIS ELEVATOR COMPANY	07/15/21	2,340.04	MW	IS	
AP CHK 00391691	55555	OVERDRIVE INC	07/15/21	1,626.25	MW	IS	
AP CHK 00391692	10360R	PACIFIC GAS & ELECTRIC	07/15/21	89,090.00	MW	IS	
AP CHK 00391693	VOID.CONTINU	Void - Continued Stub	07/15/21	0.00	VM	VD	Void
AP CHK 00391694	29252	PACIFIC PRODUCE INC	07/15/21	1,098.95	MW	IS	
AP CHK 00391695	50620	PARK ENGINEERING INC	07/15/21	44,519.56	MW	IS	
AP CHK 00391696	53495	PAVEMENT ENGINEERING INC	07/15/21	9,697.50	MW	IS	
AP CHK 00391697	29738	PENINSULA UNIFORMS & EQUIPM	07/15/21	329.20	MW	IS	
AP CHK 00391698	19678	PERS LONG TERM CARE PROGRAM	07/15/21	163.22	MW	IS	
AP CHK 00391699	47044	PETERSON TRUCKS INC	07/15/21	388.80	MW	IS	
AP CHK 00391700	25817JPA	POINT MONTARA HALF MOON BAY	07/15/21	7,152.00	MW	IS	
AP CHK 00391701	36106	POLYDYNE INC	07/15/21	63,938.11	MW	IS	
AP CHK 00391702	35977	POWER MAINTENANCE CORPORATI	07/15/21	5,950.00	MW	IS	
AP CHK 00391703	52406	POWER WORKS INC	07/15/21	761.87	MW	IS	
AP CHK 00391704	56225	PRADO 9-1-1 INVESTIGATIVE S	07/15/21	1,800.00	MW	IS	
AP CHK 00391705	39043	PRO FORCE LAW ENFORCEMENT	07/15/21	205,057.18	MW	IS	
AP CHK 00391706	2364	PROJECT SENTINEL	07/15/21	5,806.16	MW	IS	
AP CHK 00391707	53664	PROPRINT	07/15/21	6,947.80	MW	IS	
AP CHK 00391708	1143	PUMP REPAIR SERVICE	07/15/21	17,130.03	MW	IS	
AP CHK 00391709	1115	R & B COMPANY	07/15/21	6,308.49	MW	IS	
AP CHK 00391710	27398	R & S ERECTION NORTH PENINS	07/15/21	5,815.00	MW	IS	
AP CHK 00391711	48668JPA	RAVNTECH CORPORATION	07/15/21	46,959.89	MW	IS	
AP CHK 00391712	50803	READYREFRESH BY NESTLE	07/15/21	99.94	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391713	1687	RED WING SHOES	07/15/21	688.73	MW	IS	
AP CHK 00391714	1200	REPUBLIC SERVICES OF NORTH	07/15/21	1,265,033.50	MW	IS	
AP CHK 00391715	51931	ROADPOST USA INC	07/15/21	641.34	MW	IS	
AP CHK 00391716	56249R	ROBEDILLO, ROLANDO	07/15/21	500.00	MW	IS	
AP CHK 00391717	2831	RUDOLPHS INTERIORS INC	07/15/21	8,500.00	MW	IS	
AP CHK 00391718	22771	S & S WORLDWIDE INC	07/15/21	200.21	MW	IS	
AP CHK 00391719	52843R	S F UNDERGROUND	07/15/21	6,000.00	MW	IS	
AP CHK 00391720	1087	SAFETY KLEEN SYSTEMS INC	07/15/21	1,166.49	MW	IS	
AP CHK 00391721	1109	SAN FRANCISCO PUBLIC	07/15/21	696,735.87	MW	IS	
AP CHK 00391722	43158JPA	SAN MATEO COUNTY FIRE COUNT	07/15/21	13,099.00	MW	IS	
AP CHK 00391723	35246	SAN MATEO COUNTY SHERIFFS O	07/15/21	7,794.00	MW	IS	
AP CHK 00391724	1790	SAN MATEO COUNTY TRANSIT DI	07/15/21	21,297.35	MW	IS	
AP CHK 00391725	55607	SANTANA, BRUNO	07/15/21	1,500.00	MW	IS	
AP CHK 00391726	54717	SANTANA, VALERIA CRISTINA	07/15/21	5,900.00	MW	IS	
AP CHK 00391727	49441	SC FUELS	07/15/21	29,910.61	MW	IS	
AP CHK 00391728	1111	SF - WATER	07/15/21	585,386.92	MW	IS	
AP CHK 00391729	31449	SHARP ELECTRONICS CORPORATI	07/15/21	6,477.45	MW	IS	
AP CHK 00391730	56241R	SHEVCHENKO, DANNY	07/15/21	106.00	MW	IS	
AP CHK 00391731	23742	SHOE DEPOT INC	07/15/21	2,131.38	MW	IS	
AP CHK 00391732	55916R	SHOOPMAN, COREY	07/15/21	200.00	MW	IS	
AP CHK 00391733	52666	SHRED WORKS INC	07/15/21	66.00	MW	IS	
AP CHK 00391734	55157R	SIU, MING	07/15/21	50.00	MW	IS	
AP CHK 00391735	41239R	SIU, STANLEY	07/15/21	50.00	MW	IS	
AP CHK 00391736	37110R	SOLIS, ELIZABETH	07/15/21	64.86	MW	IS	
AP CHK 00391737	55808	SOUTHERN COUNTIES LUBRICANT	07/15/21	3,472.43	MW	IS	
AP CHK 00391738	45112JPA	STATE COMPENSATION INSURANC	07/15/21	203.50	MW	IS	
AP CHK 00391739	38885	STEWART, IMANI	07/15/21	1,440.60	MW	IS	
AP CHK 00391740	18334	SUPERION LLC	07/15/21	440.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00391741	56244R	TAN, REYNALDO	07/15/21	360.00	MW	IS	
AP CHK 00391742	46855	TELE WORKS INC	07/15/21	2,372.91	MW	IS	
AP CHK 00391743	1201	THOMSON REUTERS WEST	07/15/21	2,676.02	MW	IS	
AP CHK 00391744	53970	TRIDENT K9 CONSULTING	07/15/21	1,125.00	MW	IS	
AP CHK 00391745	55488	TRITECH SOFTWARE SYSTEMS	07/15/21	225.00	MW	IS	
AP CHK 00391746	26803	TURBO DATA SYSTEMS INC	07/15/21	15,751.99	MW	IS	
AP CHK 00391747	4675	TURF & INDUSTRIAL EQUIPMENT	07/15/21	44.41	MW	IS	
AP CHK 00391748	37637	ULINE INC	07/15/21	442.09	MW	IS	
AP CHK 00391749	32209	UNIVAR SOLUTIONS USA INC	07/15/21	7,565.17	MW	IS	
AP CHK 00391750	39811	UPS	07/15/21	100.51	MW	IS	
AP CHK 00391751	56133	US DIGITAL DESIGNS INC	07/15/21	159,917.23	MW	IS	
AP CHK 00391752	37684	USA BLUE BOOK	07/15/21	1,667.39	MW	IS	
AP CHK 00391753	38922	VANTAGEPOINT TRANSFER AGENT	07/15/21	6,750.00	MW	IS	
AP CHK 00391754	29329	VERIZON WIRELESS SERVICES L	07/15/21	4,190.34	MW	IS	
AP CHK 00391755	29329	VERIZON WIRELESS SERVICES L	07/15/21	84.13	MW	IS	
AP CHK 00391756	1579	VWR INTERNATIONAL LLC	07/15/21	1,131.56	MW	IS	
AP CHK 00391757	56169	WARD, GARY K	07/15/21	2,770.00	MW	IS	
AP CHK 00391758	50485	WAVE BROADBAND	07/15/21	1,323.45	MW	IS	
AP CHK 00391759	50485	WAVE BROADBAND	07/15/21	1,295.00	MW	IS	
AP CHK 00391760	29517	WEST-LITE SUPPLY COMPANY IN	07/15/21	4,230.60	MW	IS	
AP CHK 00391761	19825	WESTERN STATES TOOL AND SUP	07/15/21	1,338.31	MW	IS	
AP CHK 00391762	36888	WESTERN TRUCK FABRICATION I	07/15/21	136.90	MW	IS	
AP CHK 00391763	54330	WILLIAMS SCOTSMAN INC	07/15/21	664.64	MW	IS	
AP CHK 00391764	56245R	WOOD, FRANKLIN	07/15/21	720.00	MW	IS	
AP CHK 00391765	18388JPA	WOODSIDE FIRE PROTECTION DI	07/15/21	8,625.00	MW	IS	
AP CHK 00391766	51563	WORXTIME	07/15/21	1,463.02	MW	IS	
AP CHK 00391767	48173	YAMAHA GOLF CARS OF CALIFOR	07/15/21	650.88	MW	IS	
AP CHK 00391768	54741R	YEE, BRIDGETTE	07/15/21	100.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To	Note
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G R A N D T O T A L S:									
		Total Void Machine Written		0.00		Number of Checks Processed:		1	
		Total Void Hand Written		0.00		Number of Checks Processed:		0	
		Total Machine Written		4,689,987.25		Number of Checks Processed:		251	
		Total Hand Written		0.00		Number of Checks Processed:		0	
		Total Reversals		0.00		Number of Checks Processed:		0	
		Total Cancelled		0.00		Number of Checks Processed:		0	
		Total EFTs		0.00		Number of EFTs Processed:		0	
		Total EPAYs		0.00		Number of EPAYs Processed:		0	
		G R A N D T O T A L		4,689,987.25					

CANCELED CHECKS:

AP00391559	48024R	BUSALACCHI, MARIO	200.00
AP00391615	46756R	GARCIA, JOSE	<u>48.65</u>
TOTAL			\$ 4,689,738.60

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AP CHK 00391769	1289	CALIFORNIA DEPARTMENT OF TA	07/21/21	11,207.00	MW	IS	
AP CHK 00391770	9481	CALIFORNIA DEPARTMENT OF TA	07/21/21	881.00	MW	IS	
AP CHK 00391771	48520	DALY CITY PARTNERSHIP	07/21/21	64,715.18	MW	IS	
AP CHK 00391772	26781	GARCIA, JOSE	07/21/21	48.65	MW	IS	

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

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	76,851.83	Number of Checks Processed:	4
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 76,851.83

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391773	46218R	24/7 ROOTER & PLUMBING SERV	07/30/21	8,000.00	MW	IS	
AP CHK 00391774	17838	A M LEONARD INC	07/30/21	509.43	MW	IS	
AP CHK 00391775	47324JPA	ABD INSURANCE AND FINANCIAL	07/30/21	20,615.00	MW	IS	
AP CHK 00391776	52479R	ABDELWAHHAB, TAHA	07/30/21	150.00	MW	IS	
AP CHK 00391777	29794R	ABELSON, JOEL	07/30/21	450.00	MW	IS	
AP CHK 00391778	50236	ABM BUILDING SOLUTIONS SAN	07/30/21	1,100.00	MW	IS	
AP CHK 00391779	38751	ACCURACY INTERNATIONAL	07/30/21	375.00	MW	IS	
AP CHK 00391780	53561	ACTION TOWING	07/30/21	450.00	MW	IS	
AP CHK 00391781	55575	ACTIVE WELLNESS LLC	07/30/21	505.00	MW	IS	
AP CHK 00391782	1514	ADAM HILL COMPANY, THE	07/30/21	137.48	MW	IS	
AP CHK 00391783	5034	ADAMSON POLICE PRODUCTS	07/30/21	6,307.26	MW	IS	
AP CHK 00391784	15226	AFSCME DISTRICT COUNCIL 57	07/30/21	3,797.20	MW	IS	
AP CHK 00391785	18761	AGRIMONTI, RICHARD	07/30/21	720.00	MW	IS	
AP CHK 00391786	32391R	AGUIRRE III, BALTAZAR	07/30/21	827.31	MW	IS	
AP CHK 00391787	8214	AGUSTIN, JULIAN	07/30/21	720.00	MW	IS	
AP CHK 00391788	44446	AIR SCIENCE USA LLC	07/30/21	422.35	MW	IS	
AP CHK 00391789	29880	AIRGAS USA LLC	07/30/21	36.40	MW	IS	
AP CHK 00391790	48347	ALAMEDA COUNTY SHERIFF'S OF	07/30/21	400.00	MW	IS	
AP CHK 00391791	6301R	ALCALDE, MARIA	07/30/21	720.00	MW	IS	
AP CHK 00391792	14004	ALERT PEST CONTROL COMPANY	07/30/21	2,312.63	MW	IS	
AP CHK 00391793	1025	ALHAMBRA	07/30/21	36.42	MW	IS	
AP CHK 00391794	49642	ALL CITY MANAGEMENT SERVICE	07/30/21	4,798.08	MW	IS	
AP CHK 00391795	39657	ALL STAR GLASS	07/30/21	104.95	MW	IS	
AP CHK 00391796	7941	ALLIANT INSURANCE SERVICES	07/30/21	27,000.00	MW	IS	
AP CHK 00391797	22544	ALLSTAR FIRE EQUIPMENT INC	07/30/21	10,811.67	MW	IS	
AP CHK 00391798	40755	AMAZON	07/30/21	8,628.89	MW	IS	
AP CHK 00391799	2083	AMERICA COPY & PRINTING CO	07/30/21	109.75	MW	IS	
AP CHK 00391800	14988	AMERICAN TOWER CORPORATION	07/30/21	8,377.72	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391801	42310	AMERINAT	07/30/21	338.70	MW	IS	
AP CHK 00391802	24868	ANIXTER INC	07/30/21	4,508.35	MW	IS	
AP CHK 00391803	56272R	ANN, RICHARD	07/30/21	500.00	MW	IS	
AP CHK 00391804	46585	ANTHEM BLUE CROSS	07/30/21	201.10	MW	IS	
AP CHK 00391805	1259	ARAMARK	07/30/21	739.65	MW	IS	
AP CHK 00391806	55833	ARAMARK	07/30/21	2,131.96	MW	IS	
AP CHK 00391807	2697	ASSOCIATION OF BAY AREA GOV	07/30/21	24,679.00	MW	IS	
AP CHK 00391808	53187R	ASTOUND BROADBAND LLC	07/30/21	9,600.00	MW	IS	
AP CHK 00391809	39146R	ASUNCION, REYNANTE	07/30/21	720.00	MW	IS	
AP CHK 00391810	1101	AT&T	07/30/21	258.56	MW	IS	
AP CHK 00391811	32577	AT&T	07/30/21	388.59	MW	IS	
AP CHK 00391812	6413	AT&T MOBILITY	07/30/21	3,231.53	MW	IS	
AP CHK 00391813	6413	AT&T MOBILITY	07/30/21	2,004.38	MW	IS	
AP CHK 00391814	6413	AT&T MOBILITY	07/30/21	4,408.51	MW	IS	
AP CHK 00391815	6413	AT&T MOBILITY	07/30/21	764.56	MW	IS	
AP CHK 00391816	6413	AT&T MOBILITY	07/30/21	40.24	MW	IS	
AP CHK 00391817	6413	AT&T MOBILITY	07/30/21	2,102.41	MW	IS	
AP CHK 00391818	6413	AT&T MOBILITY	07/30/21	175.55	MW	IS	
AP CHK 00391819	44506R	ATLAS PLUMBING AND ROOTER I	07/30/21	2,000.00	MW	IS	
AP CHK 00391820	54858	AU ENERGY	07/30/21	360.00	MW	IS	
AP CHK 00391821	4662	AURILIO, STEVE	07/30/21	720.00	MW	IS	
AP CHK 00391822	29643	AUTO COLLISION CENTER	07/30/21	2,662.83	MW	IS	
AP CHK 00391823	7854	BARRY, MELINDA	07/30/21	345.36	MW	IS	
AP CHK 00391824	35698	BARTEL ASSOCIATES LLC	07/30/21	1,235.00	MW	IS	
AP CHK 00391825	1562	BAY AREA WATER SUPPLY & CON	07/30/21	25,391.00	MW	IS	
AP CHK 00391826	54911	BAYSIDE COLLISION CENTER	07/30/21	600.00	MW	IS	
AP CHK 00391827	53032	BAYWORK	07/30/21	765.00	MW	IS	
AP CHK 00391828	3902	BENNETT, DENNIS	07/30/21	720.00	MW	IS	

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AP CHK 00391829	53412R	BESS TESTLAB INC	07/30/21	8,205.00	MW	IS	
AP CHK 00391830	19200	BIRITE FOODSERVICE DISTRIBU	07/30/21	473.83	MW	IS	
AP CHK 00391831	27835	BISHOP COMPANY	07/30/21	783.02	MW	IS	
AP CHK 00391832	56270R	BJORK CONSTRUCTION COMPANY	07/30/21	1,900.00	MW	IS	
AP CHK 00391833	22205	BLACKSTONE PUBLISHING	07/30/21	186.93	MW	IS	
AP CHK 00391834	56160	BLUE FLAMINGO MARKETING	07/30/21	10,425.00	MW	IS	
AP CHK 00391835	35495	BLUE WATER TOWING & AUTO SE	07/30/21	370.00	MW	IS	
AP CHK 00391836	56267R	BO JUN HUO AND SZE WAI TO	07/30/21	500.00	MW	IS	
AP CHK 00391837	2343	BOFFI, DAVID	07/30/21	720.00	MW	IS	
AP CHK 00391838	46139R	BOWMAN, SCOTT	07/30/21	150.00	MW	IS	
AP CHK 00391839	23723R	BOYES, JAVIER	07/30/21	720.00	MW	IS	
AP CHK 00391840	50467	BPS TACTICAL INC	07/30/21	577.21	MW	IS	
AP CHK 00391841	17928	BRESNAHAN, FRANCIS	07/30/21	8,163.40	MW	IS	
AP CHK 00391842	21300	BRISBANE RECYCLING CO INC	07/30/21	505.71	MW	IS	
AP CHK 00391843	51779	BROADCAST MUSIC INC	07/30/21	1,174.00	MW	IS	
AP CHK 00391844	3064	BROWN & CALDWELL INC	07/30/21	173.25	MW	IS	
AP CHK 00391845	3064	BROWN & CALDWELL INC	07/30/21	995.37	MW	IS	
AP CHK 00391846	3064	BROWN & CALDWELL INC	07/30/21	242.25	MW	IS	
AP CHK 00391847	3064	BROWN & CALDWELL INC	07/30/21	5,685.00	MW	IS	
AP CHK 00391848	3064	BROWN & CALDWELL INC	07/30/21	173.25	MW	IS	
AP CHK 00391849	45889R	BSM CONSTRUCTION INC	07/30/21	8,975.00	MW	IS	
AP CHK 00391850	44468	BUDGET CONFERENCING INC	07/30/21	15.64	MW	IS	
AP CHK 00391851	5896	BUSHONG, MATTHEW	07/30/21	720.00	MW	IS	
AP CHK 00391852	17997	C.L.E.A.	07/30/21	2,205.00	MW	IS	
AP CHK 00391853	33981	CAGWIN & DORWARD	07/30/21	345.00	MW	IS	
AP CHK 00391854	55991	CAL ENGINEERING & GEOLOGY I	07/30/21	13,897.50	MW	IS	
AP CHK 00391855	18411	CAL FIRE STATE FIRE TRAININ	07/30/21	1,500.00	MW	IS	
AP CHK 00391856	42973	CAL SIGNAL CORP	07/30/21	131.85	MW	IS	

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AP CHK 00391857	36927	CALCON SYSTEMS INC	07/30/21	6,427.50	MW	IS	
AP CHK 00391858	56281R	CAMPOS, SALVADOR AND MARINA	07/30/21	212.00	MW	IS	
AP CHK 00391859	17888	CARL WARREN & COMPANY INC	07/30/21	1,074.90	MW	IS	
AP CHK 00391860	51347	CART AWAY CONCRETE SYSTEMS	07/30/21	122.52	MW	IS	
AP CHK 00391861	1569	CASTELLO, BARBARA F	07/30/21	720.00	MW	IS	
AP CHK 00391862	48351	CAVENDISH SQUARE PUBLISHING	07/30/21	781.90	MW	IS	
AP CHK 00391863	28636	CDW GOVERNMENT INC	07/30/21	1,794.96	MW	IS	
AP CHK 00391864	53626	CDX WIRELESS INC	07/30/21	3,600.00	MW	IS	
AP CHK 00391865	2930	CED CONTRACTORS SF	07/30/21	904.14	MW	IS	
AP CHK 00391866	56213R	CELESTE, RICHARD	07/30/21	458.34	MW	IS	
AP CHK 00391867	1403	CENTER FOR INDEPENDENCE	07/30/21	5,023.22	MW	IS	
AP CHK 00391868	31956	CENTRAL VALLEY BUSINESS FOR	07/30/21	3,901.96	MW	IS	
AP CHK 00391869	54918R	CFY CONSTRUCTION INC	07/30/21	275.00	MW	IS	
AP CHK 00391870	56282R	CHARAN, ANGELA AND SHYAM	07/30/21	212.00	MW	IS	
AP CHK 00391871	56265R	CHIN TR, FELIX AND LEELAY	07/30/21	500.00	MW	IS	
AP CHK 00391872	25273R	CHIU, CHUNG	07/30/21	720.00	MW	IS	
AP CHK 00391873	20101	CHRISMAN, DALE	07/30/21	720.00	MW	IS	
AP CHK 00391874	56138R	CHU, ELAINE	07/30/21	500.00	MW	IS	
AP CHK 00391875	13126	CITY OF BRISBANE	07/30/21	17,577.37	MW	IS	
AP CHK 00391876	39528	CITY OF FOSTER CITY	07/30/21	3,641.00	MW	IS	
AP CHK 00391877	50298	CITY OF MILLBRAE	07/30/21	50.00	MW	IS	
AP CHK 00391878	28211	CITY OF PACIFICA	07/30/21	18,286.75	MW	IS	
AP CHK 00391879	6579JPA	CITY OF REDWOOD CITY	07/30/21	33,192.00	MW	IS	
AP CHK 00391880	40147	CITY TOYOTA	07/30/21	72.94	MW	IS	
AP CHK 00391881	19765	CLARIDAD DELLAWAY, JOVITA	07/30/21	720.00	MW	IS	
AP CHK 00391882	3369	CLAY, WEBSTER L	07/30/21	720.00	MW	IS	
AP CHK 00391883	48517	COMCAST	07/30/21	281.44	MW	IS	
AP CHK 00391884	48645	COMCAST	07/30/21	80.00	MW	IS	

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AP CHK 00391885	40882RJPA	COMER, SHERYL	07/30/21	180.51	MW	IS	
AP CHK 00391886	22845R	COMISKY, GARY	07/30/21	720.00	MW	IS	
AP CHK 00391887	52002	CONTRA COSTA COUNTY SHERIFF	07/30/21	2,726.00	MW	IS	
AP CHK 00391888	56253	CORE & MAIN LP	07/30/21	3,135.06	MW	IS	
AP CHK 00391889	40168	CORELOGIC SERVICES	07/30/21	134.00	MW	IS	
AP CHK 00391890	30109	CORELOGIC SOLUTIONS LLC	07/30/21	233.78	MW	IS	
AP CHK 00391891	56279R	COST PLUS WORLD MARKET	07/30/21	101.00	MW	IS	
AP CHK 00391892	6410	COW PALACE	07/30/21	350.50	MW	IS	
AP CHK 00391893	1053	CPS HR CONSULTING	07/30/21	8,328.00	MW	IS	
AP CHK 00391894	42324	CRIME SCENE CLEANERS INC	07/30/21	200.00	MW	IS	
AP CHK 00391895	12031	CRIVELLO, JOSEPH	07/30/21	465.36	MW	IS	
AP CHK 00391896	50391R	CRIVELLO, YVONNE	07/30/21	720.00	MW	IS	
AP CHK 00391897	48323	CRYSTAL CREAMERY	07/30/21	482.04	MW	IS	
AP CHK 00391898	28906	CSG CONSULTANTS INC	07/30/21	36,120.25	MW	IS	
AP CHK 00391899	1836	DAILY JOURNAL CORPORATION	07/30/21	2,405.10	MW	IS	
AP CHK 00391900	1414	DALY CITY CENTRAL CASHIER	07/30/21	710.73	MW	IS	
AP CHK 00391901	1937	DALY CITY FIREFIGHTERS UNIO	07/30/21	13,498.50	MW	IS	
AP CHK 00391902	30935	DALY CITY POLICE OFFICERS B	07/30/21	1,128.60	MW	IS	
AP CHK 00391903	9290	DALY CITY POLICE OFFICERS A	07/30/21	14,519.05	MW	IS	
AP CHK 00391904	9290	DALY CITY POLICE OFFICERS A	07/30/21	1,820.00	MW	IS	
AP CHK 00391905	36807	DALY CITY TEST ONLY	07/30/21	40.00	MW	IS	
AP CHK 00391906	1793	DALY CITY TOOL MART	07/30/21	60.36	MW	IS	
AP CHK 00391907	51806	DAVID J POWERS & ASSOCIATES	07/30/21	7,830.13	MW	IS	
AP CHK 00391908	4513	DEAN, ROBERT	07/30/21	720.00	MW	IS	
AP CHK 00391909	56259R	DENG, QI XIAN	07/30/21	3,923.87	MW	IS	
AP CHK 00391910	1299	DEPARTMENT OF JUSTICE	07/30/21	867.00	MW	IS	
AP CHK 00391911	56288R	DEPARTMENT OF TRANSPORTATIO	07/30/21	3,242.20	MW	IS	
AP CHK 00391912	22736	DEWEY, DAVID	07/30/21	750.00	MW	IS	

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AP CHK 00391913	24262R	DIMAGGIO, JOAN	07/30/21	720.00	MW	IS	
AP CHK 00391914	52039	DIPIETRO AND ASSOCIATES INC	07/30/21	1,144.67	MW	IS	
AP CHK 00391915	26138R	DISCOUNT PLUMBING & HEATING	07/30/21	10,000.00	MW	IS	
AP CHK 00391916	47857	DIVISION OF THE STATE ARCHI	07/30/21	166.52	MW	IS	
AP CHK 00391917	29007	DLT SOLUTIONS LLC	07/30/21	3,821.44	MW	IS	
AP CHK 00391918	56283R	DOMINGUEZ, HECTOR	07/30/21	212.00	MW	IS	
AP CHK 00391919	14374	DOOLEY ENTERPRISES INC	07/30/21	5,962.55	MW	IS	
AP CHK 00391920	30629LAW	DOWNEY BRAND ATTORNEYS LLP	07/30/21	559.00	MW	IS	
AP CHK 00391921	4012	DREXLER, MARILYN	07/30/21	720.00	MW	IS	
AP CHK 00391922	1061	DUNN EDWARDS CORPORATION	07/30/21	3,046.89	MW	IS	
AP CHK 00391923	48177	EAST BAY TIRE CO	07/30/21	5,213.14	MW	IS	
AP CHK 00391924	56230	EAST COAST RESCUE SOLUTIONS	07/30/21	9,995.00	MW	IS	
AP CHK 00391925	40611	ECMS INC	07/30/21	2,085.20	MW	IS	
AP CHK 00391926	49987R	ELECTRIC TECH CONSTRUCTION	07/30/21	1,025.00	MW	IS	
AP CHK 00391927	51834	EMERGENCY REPORTING	07/30/21	667.58	MW	IS	
AP CHK 00391928	38242R	ENG, LAURA	07/30/21	720.00	MW	IS	
AP CHK 00391929	51076	ENVIRONMENTAL LEAD DETECT I	07/30/21	250.00	MW	IS	
AP CHK 00391930	3786	ENVIRONMENTAL RESOURCE ASSO	07/30/21	1,090.61	MW	IS	
AP CHK 00391931	1049	EQUIFAX INFORMATION SVCS LL	07/30/21	50.00	MW	IS	
AP CHK 00391932	43394R	ESTES, MARK	07/30/21	750.00	MW	IS	
AP CHK 00391933	2167	EVANS, GRACE A	07/30/21	720.00	MW	IS	
AP CHK 00391934	26327	EWING IRRIGATION PRODUCTS I	07/30/21	7,665.44	MW	IS	
AP CHK 00391935	1278	FARRAR, RICHARD F	07/30/21	345.36	MW	IS	
AP CHK 00391936	1383	FEDEX	07/30/21	924.29	MW	IS	
AP CHK 00391937	51955	FERGUSON WELDING SERVICE IN	07/30/21	1,563.04	MW	IS	
AP CHK 00391938	54716	FIRESTATS LLC	07/30/21	3,075.00	MW	IS	
AP CHK 00391939	19787	FIRST CHOICE COFFEE SERVICE	07/30/21	746.81	MW	IS	
AP CHK 00391940	21600	FLORES, EMUELDA	07/30/21	720.00	MW	IS	

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AP CHK 00391941	G-HOLMES	FRANCHISE TAX BOARD	07/30/21	200.00	MW	IS	
AP CHK 00391942	48009	GALE CENGAGE LEARNING	07/30/21	54.26	MW	IS	
AP CHK 00391943	2275	GAMMA, RAYMOND G	07/30/21	720.00	MW	IS	
AP CHK 00391944	56257R	GARCIA, SARA	07/30/21	300.00	MW	IS	
AP CHK 00391945	51752R	GIDEL & KOCAL CONSTRUCTION	07/30/21	41,230.26	MW	IS	
AP CHK 00391946	4581	GOLDEN BAY CONSTRUCTION INC	07/30/21	186,185.03	MW	IS	
AP CHK 00391947	45931R	GOMEZ, ROSE	07/30/21	148.06	MW	IS	
AP CHK 00391948	56262R	GOMEZ, WILFREDO AND MARIA	07/30/21	5,651.62	MW	IS	
AP CHK 00391949	39521R	GONZALEZ, GREGORY	07/30/21	960.00	MW	IS	
AP CHK 00391950	30509	GOODYEAR COMMERCIAL TIRE &	07/30/21	1,576.05	MW	IS	
AP CHK 00391951	1754	GRAINGER INC	07/30/21	6,542.34	MW	IS	
AP CHK 00391952	36985	GRAND INDUSTRIES INC	07/30/21	13,000.00	MW	IS	
AP CHK 00391953	53721	GRAPHICS ON THE EDGE	07/30/21	81.94	MW	IS	
AP CHK 00391954	3327	GRIGGS, DONALD	07/30/21	465.36	MW	IS	
AP CHK 00391955	56252	GRISWOLD INDUSTRIES	07/30/21	2,652.23	MW	IS	
AP CHK 00391956	30894	GRM	07/30/21	355.22	MW	IS	
AP CHK 00391957	6313	GUALCO, FREDERICK	07/30/21	720.00	MW	IS	
AP CHK 00391958	56264R	GUTHRIE, ROSEMARIE	07/30/21	2,500.00	MW	IS	
AP CHK 00391959	5695	GUTIERREZ, MICHAEL	07/30/21	720.00	MW	IS	
AP CHK 00391960	56280R	HABIT BURGER	07/30/21	1,750.00	MW	IS	
AP CHK 00391961	2223	HACH COMPANY	07/30/21	3,389.39	MW	IS	
AP CHK 00391962	55226R	HALILI, JOSEPH	07/30/21	2,075.00	MW	IS	
AP CHK 00391963	3702	HARRINGTON INDUSTRIAL PLAST	07/30/21	592.03	MW	IS	
AP CHK 00391964	54235	HARRIS COMPUTER SYSTEMS	07/30/21	1,595.00	MW	IS	
AP CHK 00391965	49850	HELLO HOUSING	07/30/21	4,012.50	MW	IS	
AP CHK 00391966	16569	HERSTAD, ROSANNE	07/30/21	720.00	MW	IS	
AP CHK 00391967	17021	HF&H CONSULTANTS LLC	07/30/21	3,549.00	MW	IS	
AP CHK 00391968	9049	HI TECH EVS INC	07/30/21	423.00	MW	IS	

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AP CHK 00391969	32874R	HIGHLAND CONSTRUCTION CO	07/30/21	275.00	MW	IS	
AP CHK 00391970	29488	HINES EDM INC	07/30/21	1,336.70	MW	IS	
AP CHK 00391971	10364R	HIPONA, KARIN	07/30/21	574.11	MW	IS	
AP CHK 00391972	36876	HUBER TECHNOLOGY	07/30/21	8,074.31	MW	IS	
AP CHK 00391973	41478R	HUCULAK, MICHAEL	07/30/21	720.00	MW	IS	
AP CHK 00391974	1844	HUMAN INVESTMENT PROJECT IN	07/30/21	54.03	MW	IS	
AP CHK 00391975	31781	INNOVATIVE CLAIM SOLUTIONS	07/30/21	14,751.75	MW	IS	
AP CHK 00391976	48217R	INTEGRITY GENERAL CONSTRUCT	07/30/21	1,810.05	MW	IS	
AP CHK 00391977	2411	INTERSTATE TRAFFIC CONTROL	07/30/21	5,672.81	MW	IS	
AP CHK 00391978	47829	ITERIS INC	07/30/21	5,032.50	MW	IS	
AP CHK 00391979	24233	JACOBS ASSOCIATES	07/30/21	31,878.09	MW	IS	
AP CHK 00391980	54909	JIM MYERS & SONS INC	07/30/21	2,642.80	MW	IS	
AP CHK 00391981	31487R	JONCICH, MICHAEL	07/30/21	720.00	MW	IS	
AP CHK 00391982	47002MED	KAISER PERMANENTE	07/30/21	2,568.10	MW	IS	
AP CHK 00391983	29633	KELLY MOORE PAINT COMPANY I	07/30/21	70.44	MW	IS	
AP CHK 00391984	10340	KESSLER, ERWIN	07/30/21	720.00	MW	IS	
AP CHK 00391985	1274	KEYES, MARK	07/30/21	720.00	MW	IS	
AP CHK 00391986	56217R	KHOURY, BOUTROS	07/30/21	155.09	MW	IS	
AP CHK 00391987	20073	KIMLEY HORN & ASSOCIATES IN	07/30/21	428.86	MW	IS	
AP CHK 00391988	49414	KITTELSON & ASSOCIATES INC	07/30/21	5,712.50	MW	IS	
AP CHK 00391989	51402R	KLATT, JOHN	07/30/21	50.50	MW	IS	
AP CHK 00391990	20047	KOGA, JEANNE	07/30/21	720.00	MW	IS	
AP CHK 00391991	48573	KOSMONT COMPANIES	07/30/21	5,097.30	MW	IS	
AP CHK 00391992	56256R	KUWADA, CHAD	07/30/21	1,685.00	MW	IS	
AP CHK 00391993	13776	LANGUAGE LINE SERVICES	07/30/21	2,124.28	MW	IS	
AP CHK 00391994	48008LAW	LAW OFFICES OF BURKE WILLIA	07/30/21	11,567.45	MW	IS	
AP CHK 00391995	1148	LAWSON PRODUCTS INC	07/30/21	212.02	MW	IS	
AP CHK 00391996	7147	LAX JR, HARRY	07/30/21	720.00	MW	IS	

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AP CHK 00391997	8614	LC ACTION POLICE SUPPLY LTD	07/30/21	284.29	MW	IS	
AP CHK 00391998	56276R	LEE, NELSON	07/30/21	3,134.17	MW	IS	
AP CHK 00391999	33497	LEGACY MECHANICAL & ENERGY	07/30/21	710.00	MW	IS	
AP CHK 00392000	21353	LEGAL AID SOCIETY OF SAN MA	07/30/21	4,395.49	MW	IS	
AP CHK 00392001	29200	LEGAL SHIELD	07/30/21	305.06	MW	IS	
AP CHK 00392002	45083	LEHR	07/30/21	65.78	MW	IS	
AP CHK 00392003	56238R	LEUNG, MICHAEL	07/30/21	245.00	MW	IS	
AP CHK 00392004	56260R	LEUNG, MICHAEL	07/30/21	875.00	MW	IS	
AP CHK 00392005	37094	LEXISNEXIS RISK DATA MANAGE	07/30/21	510.00	MW	IS	
AP CHK 00392006	14659R	LEYSON, JEFFREY	07/30/21	500.00	MW	IS	
AP CHK 00392007	56269R	LIBERATORE, PATRICK	07/30/21	500.00	MW	IS	
AP CHK 00392008	14431	LINDE INC	07/30/21	5,893.06	MW	IS	
AP CHK 00392009	54032	LION GROUP INC	07/30/21	767.20	MW	IS	
AP CHK 00392010	56261R	LIU, NORMAN	07/30/21	2,399.29	MW	IS	
AP CHK 00392011	55400R	LIZANA, KODY	07/30/21	1,103.14	MW	IS	
AP CHK 00392012	56232	LOOKINGPOINT INC	07/30/21	6,935.00	MW	IS	
AP CHK 00392013	29332	LORAL LANDSCAPING	07/30/21	3,650.00	MW	IS	
AP CHK 00392014	49874	LOU'S GLOVES INC	07/30/21	876.00	MW	IS	
AP CHK 00392015	46731R	LT CONSTRUCTION	07/30/21	1,043.42	MW	IS	
AP CHK 00392016	20868	LYONS, MICHAEL D	07/30/21	750.00	MW	IS	
AP CHK 00392017	6620	MACKRISS, DAVID	07/30/21	465.36	MW	IS	
AP CHK 00392018	56008R	MADDISON, IAN	07/30/21	1,103.14	MW	IS	
AP CHK 00392019	41479R	MAGAN, RODOLFO S	07/30/21	720.00	MW	IS	
AP CHK 00392020	21044	MAKE ME A PRO SPORTS	07/30/21	8,726.90	MW	IS	
AP CHK 00392021	36784	MALLORY SAFETY AND SUPPLY L	07/30/21	265.48	MW	IS	
AP CHK 00392022	32991R	MALTBIE, SHAWNNA	07/30/21	226.85	MW	IS	
AP CHK 00392023	56024R	MANLANGIT, DANILO	07/30/21	720.00	MW	IS	
AP CHK 00392024	56258R	MARAVILLA, GREGORY	07/30/21	635.00	MW	IS	

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AP CHK 00392025	56277	MARINE INDUSTRIAL TANK INC	07/30/21	9,750.00	MW	IS	
AP CHK 00392026	54358	MAVERICK NETWORKS INC	07/30/21	491.36	MW	IS	
AP CHK 00392027	2667	MCCARTHY, DONALD	07/30/21	720.00	MW	IS	
AP CHK 00392028	2509	MCLANE, GARY	07/30/21	720.00	MW	IS	
AP CHK 00392029	26465	MID PENINSULA BOYS & GIRLS	07/30/21	12,500.00	MW	IS	
AP CHK 00392030	49476R	MOALA, JOSHUA	07/30/21	150.00	MW	IS	
AP CHK 00392031	56254	MONOPRICE INC	07/30/21	312.15	MW	IS	
AP CHK 00392032	22168R	MONTENEGRO, JOSE	07/30/21	720.00	MW	IS	
AP CHK 00392033	54777R	MOOREFIELD CONSTRUCTION	07/30/21	29,975.00	MW	IS	
AP CHK 00392034	37906R	MORATA, VIRGINIA	07/30/21	2,500.00	MW	IS	
AP CHK 00392035	50427R	MOSER, RAY	07/30/21	1,731.63	MW	IS	
AP CHK 00392036	39868R	MR ROOFING INC	07/30/21	275.00	MW	IS	
AP CHK 00392037	54757	MSI FUEL MANAGEMENT	07/30/21	4,030.88	MW	IS	
AP CHK 00392038	32422	MUFG UNION BANK N A	07/30/21	2,531.00	MW	IS	
AP CHK 00392039	56271R	MULCHAND, AURORA	07/30/21	500.00	MW	IS	
AP CHK 00392040	15210	MUNICIPAL MAINTENANCE EQUIP	07/30/21	1,460.55	MW	IS	
AP CHK 00392041	28919	MUNISERVICES LLC	07/30/21	718.97	MW	IS	
AP CHK 00392042	37560R	MURRAY, MATTHEW	07/30/21	600.00	MW	IS	
AP CHK 00392043	3603	MUTTER, RAYMOND	07/30/21	720.00	MW	IS	
AP CHK 00392044	56266	NATIONAL HOSE TESTING SPECI	07/30/21	3,200.00	MW	IS	
AP CHK 00392045	56278R	NEMS	07/30/21	29,975.00	MW	IS	
AP CHK 00392046	47388	NEW A AND A TOP AND TRIM	07/30/21	434.88	MW	IS	
AP CHK 00392047	49974	NGLIC	07/30/21	1,414.30	MW	IS	
AP CHK 00392048	55546	NORTH AMERICAN FENCE & RAIL	07/30/21	10,396.00	MW	IS	
AP CHK 00392049	25761	NORTHERN SAFETY CO INC	07/30/21	1,152.71	MW	IS	
AP CHK 00392050	9393	O'ROURKE, MICHAEL	07/30/21	465.36	MW	IS	
AP CHK 00392051	54672	OCEAN TREASURES SERVICING I	07/30/21	317.36	MW	IS	
AP CHK 00392052	40765RJPA	ODLE, JOHN	07/30/21	135.46	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00392053	1055	OFFICE DEPOT	07/30/21	383.16	MW	IS	
AP CHK 00392054	15337	OFFICE DEPOT	07/30/21	83.74	MW	IS	
AP CHK 00392055	42500	OFFICE DEPOT	07/30/21	2,695.35	MW	IS	
AP CHK 00392056	VOID.CONTINU	Void - Continued Stub	07/30/21	0.00	VM	VD	Void
AP CHK 00392057	52445R	ORTIZ, RANDY	07/30/21	836.07	MW	IS	
AP CHK 00392058	56284R	OUM, HOWARD	07/30/21	220.00	MW	IS	
AP CHK 00392059	42838	PACE SUPPLY CORP	07/30/21	577.74	MW	IS	
AP CHK 00392060	10360R	PACIFIC GAS & ELECTRIC	07/30/21	1,250.00	MW	IS	
AP CHK 00392061	1216	PACIFIC GAS & ELECTRIC	07/30/21	282,584.02	MW	IS	
AP CHK 00392062	29252	PACIFIC PRODUCE INC	07/30/21	880.40	MW	IS	
AP CHK 00392063	40269R	PAK'S ROOFING INC	07/30/21	275.00	MW	IS	
AP CHK 00392064	4312	PARKER, CHRIS	07/30/21	345.36	MW	IS	
AP CHK 00392065	47135	PENINSULA FAMILY SERVICE	07/30/21	5,500.00	MW	IS	
AP CHK 00392066	3297	PENINSULA LIBRARY SYSTEM	07/30/21	7,916.27	MW	IS	
AP CHK 00392067	1936	PENINSULA PEACE OFFICERS AS	07/30/21	264.60	MW	IS	
AP CHK 00392068	29738	PENINSULA UNIFORMS & EQUIPM	07/30/21	22,809.85	MW	IS	
AP CHK 00392069	13399	PERLAS, MICHAEL A	07/30/21	720.00	MW	IS	
AP CHK 00392070	10255MED	PERMANENTE MEDICAL GROUP IN	07/30/21	4,687.00	MW	IS	
AP CHK 00392071	19678	PERS LONG TERM CARE PROGRAM	07/30/21	163.22	MW	IS	
AP CHK 00392072	51799	PET FOOD EXPRESS	07/30/21	187.10	MW	IS	
AP CHK 00392073	13794R	PETERSEN, CHRISTOPHER	07/30/21	750.00	MW	IS	
AP CHK 00392074	1659	PETERSON	07/30/21	4,986.89	MW	IS	
AP CHK 00392075	47044	PETERSON TRUCKS INC	07/30/21	3,275.45	MW	IS	
AP CHK 00392076	31384	PFEIFER, JAMES	07/30/21	11,790.00	MW	IS	
AP CHK 00392077	56286R	PHO HUYNH HIEP VIETNAMESE R	07/30/21	101.00	MW	IS	
AP CHK 00392078	26448R	PICETTI, PETE	07/30/21	720.00	MW	IS	
AP CHK 00392079	55719	PIRTEK SAN LEANDRO	07/30/21	396.53	MW	IS	
AP CHK 00392080	54462	PORAC RETIREE MEDICAL TRUST	07/30/21	18,000.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00392081	56225	PRADO 9-1-1 INVESTIGATIVE S	07/30/21	1,800.00	MW	IS	
AP CHK 00392082	16440	PRAXAIR DISTRIBUTION INC	07/30/21	444.31	MW	IS	
AP CHK 00392083	53942	PREFERRED ALLIANCE INC	07/30/21	369.20	MW	IS	
AP CHK 00392084	51326R	PREMENKO, JONATHAN	07/30/21	143.94	MW	IS	
AP CHK 00392085	33715	PRISM	07/30/21	617,341.00	MW	IS	
AP CHK 00392086	13591	PROJECT READ	07/30/21	10,204.36	MW	IS	
AP CHK 00392087	53664	PROPRINT	07/30/21	5,826.23	MW	IS	
AP CHK 00392088	18773	PRUDDEN, THOMAS	07/30/21	720.00	MW	IS	
AP CHK 00392089	1143	PUMP REPAIR SERVICE	07/30/21	241,318.03	MW	IS	
AP CHK 00392090	22005	QUADIENT INC	07/30/21	1,188.91	MW	IS	
AP CHK 00392091	54315R	QUALITY TELECOM CONSULTANTS	07/30/21	2,975.00	MW	IS	
AP CHK 00392092	27398	R & S ERECTION NORTH PENINS	07/30/21	2,585.00	MW	IS	
AP CHK 00392093	2170	RAYMOND, RONALD	07/30/21	720.00	MW	IS	
AP CHK 00392094	44647	RCFFA SMCO MEMORIAL SERVICE	07/30/21	200.00	MW	IS	
AP CHK 00392095	1687	RED WING SHOES	07/30/21	1,396.34	MW	IS	
AP CHK 00392096	56273R	RELIABLE ROOFING	07/30/21	275.00	MW	IS	
AP CHK 00392097	2569	ROAY, CORY	07/30/21	345.36	MW	IS	
AP CHK 00392098	56268R	RODRIGUEZ, AMPARO	07/30/21	500.00	MW	IS	
AP CHK 00392099	11008R	RODRIGUEZ, JOSEFINA	07/30/21	720.00	MW	IS	
AP CHK 00392100	25567R	ROYER, CYNTHIA	07/30/21	720.00	MW	IS	
AP CHK 00392101	22771	S & S WORLDWIDE INC	07/30/21	278.99	MW	IS	
AP CHK 00392102	52843R	S F UNDERGROUND	07/30/21	8,000.00	MW	IS	
AP CHK 00392103	52714R	S M CONSTRUCTION & ASSOCIAT	07/30/21	3,255.40	MW	IS	
AP CHK 00392104	53362R	SADDI, ROSEMARY	07/30/21	9,916.75	MW	IS	
AP CHK 00392105	1087	SAFETY KLEEN SYSTEMS INC	07/30/21	278.12	MW	IS	
AP CHK 00392106	45148	SAFEWAY SIGN COMPANY	07/30/21	1,536.27	MW	IS	
AP CHK 00392107	53427	SAGE CONSULTING ENGINEERS I	07/30/21	8,194.96	MW	IS	
AP CHK 00392108	51614	SAN MATEO CART SERVICE	07/30/21	750.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00392109	12544	SAN MATEO COUNTY CONTROLLER	07/30/21	67,227.00	MW	IS	
AP CHK 00392110	1790	SAN MATEO COUNTY TRANSIT DI	07/30/21	23,427.09	MW	IS	
AP CHK 00392111	9666	SAN MATEO LAWN MOWER SHOP	07/30/21	566.83	MW	IS	
AP CHK 00392112	2934	SAVETNICK, ADRIENNE	07/30/21	720.00	MW	IS	
AP CHK 00392113	49441	SC FUELS	07/30/21	29,239.56	MW	IS	
AP CHK 00392114	39558R	SCHIAANTARELLI, JENNIFER L	07/30/21	250.00	MW	IS	
AP CHK 00392115	24148	SCHOLASTIC INC	07/30/21	1,247.03	MW	IS	
AP CHK 00392116	9858	SCOTT, MICHAEL	07/30/21	720.00	MW	IS	
AP CHK 00392117	7627	SEDIK, TERRY	07/30/21	720.00	MW	IS	
AP CHK 00392118	31449	SHARP ELECTRONICS CORPORATI	07/30/21	33,747.99	MW	IS	
AP CHK 00392119	8782	SHERROD, RICHARD	07/30/21	1,529.50	MW	IS	
AP CHK 00392120	23742	SHOE DEPOT INC	07/30/21	3,462.86	MW	IS	
AP CHK 00392121	54772	SHOPKEY	07/30/21	700.39	MW	IS	
AP CHK 00392122	52666	SHRED WORKS INC	07/30/21	155.00	MW	IS	
AP CHK 00392123	54855R	SIGALA, MARIO	07/30/21	435.00	MW	IS	
AP CHK 00392124	55882R	SILICON VALLEY BUILDERS GRO	07/30/21	2,735.00	MW	IS	
AP CHK 00392125	32237	SMART & FINAL STORES LLC	07/30/21	370.27	MW	IS	
AP CHK 00392126	18862R	SMELLY MELS PLUMBING INC	07/30/21	4,000.00	MW	IS	
AP CHK 00392127	55808	SOUTHERN COUNTIES LUBRICANT	07/30/21	5,562.86	MW	IS	
AP CHK 00392128	54957R	SOUTHGATE HOME DESIGN INC	07/30/21	2,525.00	MW	IS	
AP CHK 00392129	50744	SPRINGSHARE LLC	07/30/21	845.00	MW	IS	
AP CHK 00392130	7383	SROCK, STEPHEN E	07/30/21	720.00	MW	IS	
AP CHK 00392131	20534	ST FRANCIS ELECTRIC INC	07/30/21	10,912.41	MW	IS	
AP CHK 00392132	3613	STATIONARY ENGINEERS LOCAL	07/30/21	3,289.33	MW	IS	
AP CHK 00392133	55797R	STEVE LOGAN CONSTRUCTION	07/30/21	500.00	MW	IS	
AP CHK 00392134	40900	STEVENS BAY AREA DIESEL SER	07/30/21	2,343.20	MW	IS	
AP CHK 00392135	38885	STEWART, IMANI	07/30/21	617.40	MW	IS	
AP CHK 00392136	49665	STRONGER BUILDING SERVICES	07/30/21	180,000.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00392137	56255R	STUDIO CONNECTION LLC	07/30/21	11,975.00	MW	IS	
AP CHK 00392138	56228	SUPER ROOFING INC	07/30/21	14,500.00	MW	IS	
AP CHK 00392139	18334	SUPERION LLC	07/30/21	2,378.75	MW	IS	
AP CHK 00392140	54332	SYN TECH SYSTEMS INC	07/30/21	2,200.00	MW	IS	
AP CHK 00392141	29237	SYNAGRO WEST LLC	07/30/21	22,097.09	MW	IS	
AP CHK 00392142	45319	T MOBILE USA INC	07/30/21	4,040.00	MW	IS	
AP CHK 00392143	56285R	T-MOBILE	07/30/21	1,924.23	MW	IS	
AP CHK 00392144	7371	TALLERICO, JEFFREY M	07/30/21	720.00	MW	IS	
AP CHK 00392145	24619	TALX UC EXPRESS	07/30/21	4,412.42	MW	IS	
AP CHK 00392146	1126	TAPCO	07/30/21	1,796.91	MW	IS	
AP CHK 00392147	25674	TARGET SPECIALTY PRODUCTS	07/30/21	943.95	MW	IS	
AP CHK 00392148	2798	TEAMSTERS LOCAL 856	07/30/21	3,418.00	MW	IS	
AP CHK 00392149	13852	TELECOMMUNICATIONS ENGINEER	07/30/21	3,544.80	MW	IS	
AP CHK 00392150	42970JPA	TELECOMMUNICATIONS ENGINEER	07/30/21	16,053.00	MW	IS	
AP CHK 00392151	19071	TEREX SERVICES	07/30/21	3,375.94	MW	IS	
AP CHK 00392152	51891	TETRA TECH INC	07/30/21	112,236.06	MW	IS	
AP CHK 00392153	38867R	TIMBOE, BRIAN	07/30/21	720.00	MW	IS	
AP CHK 00392154	18039	TIRAPANI, ALAN	07/30/21	720.00	MW	IS	
AP CHK 00392155	2138	TOCCALINO, MILLY	07/30/21	720.00	MW	IS	
AP CHK 00392156	52802R	TONG, CHANG	07/30/21	3,797.25	MW	IS	
AP CHK 00392157	31452	TOWNE FORD	07/30/21	39,511.35	MW	IS	
AP CHK 00392158	47836	TRAUBE CONSTRUCTION COMPANY	07/30/21	27,927.00	MW	IS	
AP CHK 00392159	52033	TRIEPEI SMITH & ASSOCIATES	07/30/21	1,627.50	MW	IS	
AP CHK 00392160	55488	TRITECH SOFTWARE SYSTEMS	07/30/21	180.00	MW	IS	
AP CHK 00392161	21288R	TRUJILLO, RICHARD	07/30/21	720.00	MW	IS	
AP CHK 00392162	56289R	TT CLASSY NAILS INC	07/30/21	6,042.23	MW	IS	
AP CHK 00392163	26803	TURBO DATA SYSTEMS INC	07/30/21	16,335.95	MW	IS	
AP CHK 00392164	4675	TURF & INDUSTRIAL EQUIPMENT	07/30/21	214.29	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00392165	56222	U-ROCK UTILITY EQUIPMENT IN	07/30/21	10,700.63	MW	IS	
AP CHK 00392166	34148R	ULLMAN, DOUGLAS	07/30/21	720.00	MW	IS	
AP CHK 00392167	50490	UNITEDHEALTHCARE INSURANCE	07/30/21	352.82	MW	IS	
AP CHK 00392168	32209	UNIVAR SOLUTIONS USA INC	07/30/21	5,570.41	MW	IS	
AP CHK 00392169	39811	UPS	07/30/21	23.62	MW	IS	
AP CHK 00392170	7873	URBAN FARMER STORE, THE	07/30/21	16.26	MW	IS	
AP CHK 00392171	56133	US DIGITAL DESIGNS INC	07/30/21	41,696.05	MW	IS	
AP CHK 00392172	47099JPA	UTILITY TELECOM GROUP LLC	07/30/21	5,890.06	MW	IS	
AP CHK 00392173	38922	VANTAGEPOINT TRANSFER AGENT	07/30/21	6,750.00	MW	IS	
AP CHK 00392174	29329	VERIZON WIRELESS SERVICES L	07/30/21	256.72	MW	IS	
AP CHK 00392175	50857	VERIZON WIRELESS VSAT	07/30/21	120.00	MW	IS	
AP CHK 00392176	41809	VESTRA RESOURCES INC	07/30/21	79.75	MW	IS	
AP CHK 00392177	41056R	VIOLA, ANNA MARIE	07/30/21	769.50	MW	IS	
AP CHK 00392178	48249	VSS INTERNATIONAL INC	07/30/21	186,265.83	MW	IS	
AP CHK 00392179	1579	VWR INTERNATIONAL LLC	07/30/21	1,683.10	MW	IS	
AP CHK 00392180	36355	WASTEWATER SOLUTIONS INC	07/30/21	4,125.00	MW	IS	
AP CHK 00392181	50485	WAVE BROADBAND	07/30/21	309.70	MW	IS	
AP CHK 00392182	3691	WECO INDUSTRIES LLC	07/30/21	957.33	MW	IS	
AP CHK 00392183	56274R	WEI DANG BUILDERS INC	07/30/21	1,487.21	MW	IS	
AP CHK 00392184	44314R	WELCH, BRUCE	07/30/21	720.00	MW	IS	
AP CHK 00392185	29517	WEST-LITE SUPPLY COMPANY IN	07/30/21	841.70	MW	IS	
AP CHK 00392186	1095	WESTLAKE ECO SOFT-TOUCH	07/30/21	262.80	MW	IS	
AP CHK 00392187	48425MED	WILLIAM J FEISTER PH D	07/30/21	2,250.00	MW	IS	
AP CHK 00392188	36417R	WILLIAMS, ANNE	07/30/21	721.54	MW	IS	
AP CHK 00392189	54048	WOODARD & CURRAN INC	07/30/21	15,066.00	MW	IS	
AP CHK 00392190	47381R	WORKS PLUMBING & ROOTER INC	07/30/21	2,000.00	MW	IS	
AP CHK 00392191	30283	WORLD JOURNAL SF LLC	07/30/21	340.00	MW	IS	
AP CHK 00392192	56263R	XIE-PALAFOX, WINNIE	07/30/21	218.07	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00392193	44967R	YELLOW ZONE CONSTRUCTION	07/30/21	1,190.30	MW	IS	
AP CHK 00392194	50728R	YES GENERAL CONSTRUCTION BU	07/30/21	4,337.86	MW	IS	
AP CHK 00392195	12694R	ZALINSKIS, KLAUS	07/30/21	721.54	MW	IS	
AP CHK 00392196	56275R	ZHAO, XIAO TING	07/30/21	485.00	MW	IS	
AP CHK 00392197	20972	ZUMAR INDUSTRIES INC	07/30/21	15,568.07	MW	IS	

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

Total Void Machine Written	0.00	Number of Checks Processed:	1
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	3,385,433.00	Number of Checks Processed:	424
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 3,385,433.00



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 13, 2021

**Subject: McDonald's Restaurant Reconstruction at 505 Serramonte Boulevard –
Use Permit UPR-1-21-14855 and Design Review DR-4-21-14856**

Recommended

On August 3, 2021, the Planning Commission voted 5-0 to recommend that the City Council approve Use Permit UPR-1-21-14855 and Design Review DR-4-21-14856. The Planning Commission had no questions about the proposal.

Background

The applicant, McDonald's US LLC, proposes to reconstruct an existing McDonald's restaurant at 505 Serramonte Boulevard (see Attachment A –Site Location). The existing restaurant has been located at the subject site since June 1976.

Discussion

Under the proposal, the existing 3,146-square foot McDonald's restaurant would be torn down and replaced by a new 5,102 square foot McDonald's restaurant (see Attachment B – Project Plans). The restaurant would provide seating capacity for 102 people, a double drive-through queuing lane that could accommodate up to 11 vehicles, and a parking lot for 52 parking spaces. The reconstructed restaurant's drive-through would operate 24 hours, as does the drive-through for current restaurant. The dining rooms hours would be 5:00 A.M. to 11:00 P.M., again the same as the current restaurant.

Use Permit

A restaurant with a drive-through is allowed in the C-1 Light Commercial zoning district subject to use permit approval. The purpose of the use permit is to ensure that the proposed use will not adversely affect surrounding properties and public rights-of-way. Staff has identified several potential issues associated with permitting a drive-through restaurant at the subject location, given existing traffic conditions and proximity to the existing Cypress Point residential neighborhood located upslope to the south. These issues include drive-through vehicle queue length, light and glare, odor, and noise. As discussed in subsequent sections, staff believes that each of these impact areas can be adequately addressed through Conditions of Approval.

Because the subject site is downslope from the existing Cypress Point neighborhood, operations at the restaurant and drive-through lane have the potential to cause adverse impacts to existing residences. These impacts include food preparation odor, vehicle noise, noise from speakers used to take orders, and glare from the drive-through menu board and exterior parking lot lighting. It is important to note however that an existing McDonald's occupies the subject site and that modernization of the restaurant is expected to decrease these impacts. Staff has for example recommended the following Conditions of Approval to mitigate any adverse impacts to adjacent residential areas:

1. The applicant shall install and maintain an approved in-line kitchen emission control system. The initial emission control system shall be identified in the building permit plans and a manufacturer specification sheet shall be supplied to the Planning Division for approval concurrent with the building permit plan check submittal. The approved system shall be sized appropriately for the airflow output volume from all kitchen hoods identified in the plans for the restaurant kitchen.
2. Any exterior speakers associated with the drive-through use shall have a volume adjustment. The specific speaker model identifying volume adjustment shall be included in the building permit plan check submittal. Should the Planning Division determine that exterior speakers are causing adverse noise, as determined by the City, the applicant may be required to adjust the speaker volume to comply with this Condition. No other outdoor speaker system shall be employed at the site.
3. Noise generated from the proposed drive-through shall comply with the Daly City General Plan Noise Element for nearby multifamily residential homes at no greater than 65 dB for the applicable acceptable Community Noise Exposure Level. Should noise exceed this threshold, the applicant shall undertake additional measures to reduce noise to a compliant level.
4. The use of exterior lighting shall not result in adverse glare to adjacent residential neighbors. Should the Planning Division determine that exterior lighting is causing adverse glare, as determined by the City, the applicant may be required to adjust lighting, provide additional shielding to lights, or reduce or eliminate the use of certain lights to comply with this Condition. All illuminated signs on the site shall be turned off at the conclusion of the stores operating hours.

The Zoning Ordinance requires that one parking space be provided for each 75 square feet of the building area for fast food restaurant uses. Based on this ratio, the applicant would be required to provide 68 parking stalls. However only 52 parking spaces are proposed, 16 less spaces than the number required by the Zoning Ordinance. The City Council should be aware that the City has historically allowed fast-food restaurants to use the ratio of one space per 150 square feet, the ratio required for restaurants without drive-throughs, where a parking analysis can support the reduction.

In response to this requirement, the applicant completed a parking occupancy study for four sample sites and the existing restaurant (see Attachment C – McDonald's Parking and Vehicle Queue Study). This study determined the observed peak parking occupancy and peak demand for parking at the project site. According to the study, even when using the highest parking generation rate, the proposed number of parking spaces (52) would exceed the projected demand (47). Using the ratio of one space per 150 square feet, the proposed 52 spaces would satisfy the Zoning Ordinance parking requirement for 34 spaces.

With regard to vehicular circulation, the proposed site plan identifies the location of the 5,102 square foot restaurant at the southerly end of the site, with the proposed drive-through lanes beginning at the site's westerly end, traversing the southern edge of the site, and terminating at the southeast corner of the new restaurant location. From the terminus of the drive-through, vehicles can access either eastbound Serramonte Boulevard or southbound Gellert Boulevard via existing driveways crossing the adjacent Speedway Gasoline Station property and Alto Serramonte Shopping Center properties.

According to the study, the existing restaurant, which has a single drive-thru lane, provides a maximum queue of 10 vehicles, measured from the first payment window. Depending on the spacing between the vehicles, once the queue exceeded seven vehicles at the existing restaurant, between one to two vehicles were waiting along Serramonte Boulevard and one vehicle was blocking the sidewalk.

To address the situation of queued vehicles waiting off-site along Serramonte Boulevard, the proposed drive-thru operations include a second order window and a by-pass lane. The second order window provides additional storage capacity and increases efficiency by allowing multiple vehicles to order simultaneously. As indicated in the study, with a single order window, it takes an average of 4.25 minutes for a vehicle to enter the queue until it picks up its food and exits. With the second order window, it takes an average of 3.2 minutes for a vehicle to enter the queue, pick up their food and exit which results in a 25-percent decrease in processing time. In addition, the by-pass lane increases flow through the drive-thru by moving vehicles with large orders or orders that take longer than normal to process to a waiting area.

In the proposed site plan, at least 11 vehicles can be stored on-site between the start of the ordering area and the payment window. Four additional vehicles could further be stored on-site between the driveway entrance and the start of the ordering window. The study concluded that the efficiency gains from a dual order window, the increased flow provided by the bypass lane, and the additional storage provided by the second order window would fully capture the existing demand on-site and would not lead to any vehicles queuing along Serramonte Boulevard or blocking the sidewalk. The City's Traffic Engineer has found the queuing analysis sufficient to allow the project to advance to the Planning Commission and City Council for consideration.

Building Design

The exterior design style of the proposed building is a contemporary design that incorporates architectural design unique to the McDonald's branding scheme with a textured stucco finish, flat roof, and contemporary appearance. The proposed building design is compatible with the existing commercial buildings in the area, and would have generally the same architectural quality as retail buildings located in the project vicinity, the Verizon store at the northeast corner of Serramonte Boulevard and Gellert Boulevard, in particular. Staff recommending no Condition of Approval related to project architectural other than all building signs be halo-illuminated.

Signs

There are four signage categories proposed for the site: pole sign, wall sign, directional signage and menu boards. Directional signage is not included in the square footage calculations for the overall sign area. The property has approximately 201 square feet of street frontage. Per Section 17.32.020 of the Daly City Municipal Code, lots with primary frontage of 100 feet or greater are permitted a maximum of 125 square feet of signage. Approximately 118 square feet of signage is proposed and it includes the installation of a new pole sign, two wall signs, four directional signs and menu boards. Staff has found the sign proposal acceptable and has no recommended amendments, aside from the requirement that all signs be halo-illuminated.

Environmental Assessment

The proposed project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15332: In-Fill Development Projects.

Findings

The Planning Commission has found that, as conditioned, the proposed project complies with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed project would not be detrimental to the health, safety, morals, comfort and general welfare of persons residing in or working in the neighborhood, or be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the city. Approval of the proposed Use Permit UPR-1-21-14855 and Design Review DR-4-21-14856, as conditioned herein, is in the best interest of the public health, safety, and general welfare of the community, and that the general site, architecture, and landscape considerations have been incorporated to ensure compatibility with adjacent buildings and to provide an attractive environment. The Planning Commission recommends that the City Council adopt the following findings:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council conducted a public hearing on September 13, 2021; notice of said hearing was published by newspaper publication on August 26, 2021, and first class mailing to property owners within 300 feet;
2. The City Council has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined the project is Categorical Exempt per Section 15332: In-Fill Development Projects;
3. The project will minimize the risk to existing public improvements and adjacent private property by providing controlled stormwater runoff from the site to City facilities in full compliance with Order R-2 NPDES Permit No. CAS612008 and Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit;
4. The subject property is zoned C-1 Light Commercial, which requires a Use Permit for the establishment of a drive-through restaurant;
5. The subject use is consistent with the General Plan and the C-1 Light Commercial and, together with the provisions for its design and operation, would not be detrimental to the health, safety, morals, comfort and general welfare of the neighborhood;
6. The proposed restaurant and drive-through replaces an existing restaurant and drive-through, and for this reason the proposed is found, with appropriate mitigation measures, to be suitable for the proposed project site;
7. The project complies with applicable provisions of Design Review Section 17.45 of the Zoning Ordinance;

8. General architectural considerations including consistent building materials have been incorporated into the design and façade treatments will be applied, to ensure the compatibility of the development with its design concept and of the surrounding buildings.

Conditions of Approval

The Planning Commission recommends approval of Use Permit UPR-1-21-14855 and Design Review DR-4-21-14856, based on the following conditions as specified by each Department and Division. These conditions need to be complied with prior to, or as part of, any building permit for the proposed improvements.

A. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

General

1. The Use Permit and Design Review approvals shall be valid for a period of one year from the date of City Council approval. The approval shall terminate if a building permit has not been obtained and construction commenced within one-year of City Council approval of the project or if the applicant fails to obtain a valid business license.
2. The Use Permit and Design Review approvals shall be valid only in conjunction with plans submitted and approved by the City Council. Any significant modifications and changes to the plans shall be treated as an amendment and shall be subject to review by a Council Committee appointed by the Mayor.
3. The City shall reserve the right to revisit and review Use Permit UPR-1-21-14855 periodically to ascertain that no adverse impacts are being generated by the business operations in the area and along the surrounding City streets.
4. An approved litter control and site maintenance plan is required prior to building permit issuance. The plan must include a schedule of maintenance for the site and adjacent sidewalks, a graffiti abatement program, and also require that the trash and/or recycling bins stored in the trash enclosure, which must be pulled out along queuing lane drive aisle for servicing, cannot be placed or stored in such a way as to block the on-site drive aisles or create a circulation hazard.

Site Design

5. The proposed trash enclosure shall be constructed from concrete (CMU is acceptable) and shall receive design elements similar to those of the restaurant building, including color, materials, and roof design. The enclosure's doors shall receive a metal door painted with high quality enamel paint to match the enclosure's wall color. The capacity, design, and location of the structure shall be approved by both the Planning Division and Republic Waste Services prior to incorporation in the project plans that are submitted to the Building Division for permit issuance.
6. The applicant shall supply a manufacturer cut-sheet of all proposed exterior lighting fixtures, including wall fixtures, to the Planning Division prior to building permit application. The

Commented [JL1]: Please see prior note in Staff Report.

Commented [JL2]: Powder coating is a great paint treatment for surfaces that are not regularly abused in normal operation. Trash enclosure doors, however, receive regular abuse, and require constant paint maintenance. Once chipped or damaged, powder-coated paint surfaces are repaired with conventional enamel paint. It makes the most sense to simply paint the doors with conventional enamel paint in the first place.

fixtures shall match or closely reflect those fixtures identified in the illumination model submitted with the use permit application.

7. The applicant shall stripe the project parking lot in conformance with the approved parking lot layout. All parking spaces shall conform to the Daly City Zoning Ordinance parking dimensions. All parking spaces shall receive wheel stops.

Building Design

8. The applicant shall install and maintain an approved in-line kitchen emission control system. The initial emission control system shall be identified in the building permit plans and a manufacturer specification sheet shall be supplied to the Planning Division for approval concurrent with the building permit plan check submittal. The approved system shall be sized appropriately for the airflow output volume from all kitchen hoods identified in the plans for the restaurant kitchen.
9. Any rooftop mechanical equipment shall be completely screened from street view in a manner acceptable to the Planning Division.
10. The site's retaining walls shall be constructed from smooth face block with a stucco coat and color to match the restaurant building, and shall receive a decorative cap consistent with the building architecture.
11. The trash enclosure shall be constructed from smooth face block with a stucco coat and color to match the restaurant building, shall receive metal doors painted the restaurant's primary or trim color, and shall receive a white color single-ply PVC roof. Consistent with the requirements of the North County Fire Prevention Authority (NCFPA) and the Department of Water and Wastewater Resources (DWWR), the enclosure shall be fully enclosed to prevent stormwater intrusion, receive fire sprinklers in a fashion acceptable to the NCFPA, and provide a floor drain connected to the sanitary sewer in a fashion acceptable to the DWWR. The entire floor area of the enclosure and concrete apron at the exterior front of the enclosure shall drain to the aforesaid floor drain. Prior to submittal to the Building Division for review, the applicant shall route the enclosure design to Republic Service for dimension and operational approval and the plans shall indicate the Republic Services approval date.

Commented [JL3]: Our roofs are completely filled with mechanical and other equipment. Our parapet walls are very high and effectively screen any equipment view from the ground and most adjacent properties. The equipment, however, will be visible to properties that are significantly higher, or directly above, such as any highrise office buildings or the residences on the hill to the West.

Commented [JL4]: Our typical trash enclosure walls terminate with a decorative cornice that is capped with a painted sheet metal cap. The roof is the same flat roof as the main building which is a white single-ply PVC roof. Due to the cornice detail, the roof itself is not proposed as an architectural feature and is not seen. See sample trash enclosure plan and representative photos attached. We would much prefer to use our typical design if permitted.

Landscaping

12. If the project landscaping exceeds the 1,000 square feet of landscaped area, it is subject to the Daly City Landscaping Ordinance and shall be required to meet all applicable requirements including water efficient irrigation and will incorporate Bay Area Friendly species that are drought tolerant. Irrigation systems will incorporate water efficiency measures and shall show the details on the building permit plans. No building permit may be issued until this condition is met.
13. All trees approved as a part of this project shall be retained in perpetuity and all diseased and/or dying trees shall be replaced immediately or upon notification by the Planning Division to do so.

14. The applicant shall provide establishment, and where necessary, long-term irrigation to all trees, shrubs, and groundcover.
15. The applicant shall triple-stake all trees and this staking shall be subject to initial inspection by the City. Trees shall remain triple-stake through the establishment period.

Operational Requirements and Restrictions

16. Any exterior speakers associated with the drive-through use shall have a volume adjustment. The specific speaker model identifying volume adjustment shall be included in the building permit plan check submittal. Should the Planning Division determine that exterior speakers are causing adverse noise, as determined by the City, the applicant may be required to make adjustments to the speaker volume to comply with this Condition. No other outdoor speaker system shall be employed at the site.
17. Noise generated from the proposed drive-through shall comply with the Daly City General Plan Noise Element for nearby multifamily residential homes at no greater than 65 dB for the applicable acceptable Community Noise Exposure Level. Should noise exceed this threshold, the applicant shall undertake additional measures to reduce noise to a compliant level.
18. The use of exterior lighting shall not result in adverse glare to adjacent residential neighbors. Should the Planning Division determine that exterior lighting is causing adverse glare, as determined by the City, the applicant may be required to make adjustments to lighting, provide additional shielding to lights, or reduce or eliminate the use of certain lights to comply with this Condition.

Stormwater Treatment

19. The applicant shall develop and submit a stormwater management plan that illustrates full compliance with Section C.3 of Order R-2-2009-0074 NPDES Permit No. CAS612008. The project must comply with Order No. 2010-0014-DWQ, NPDES No. CAS000002, the statewide National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit.
20. Additional stormwater information and updated forms may be required during the building permit review stage when more details of the construction drawings are known. Information and/or designs that may be required if there are any changes that impact the forms submitted for the subdivision application. No building permit may be issued until acceptable storm water requirements are met.
21. The applicant shall receive approval of the stormwater management plan from a third-party reviewer appointed by the City prior to building permit submittal. The applicant shall pay the entire cost of the third-party reviewer.
22. All stormwater treatment facilities shall be inspected during construction to ensure eventual compliance with the stormwater management plan. The applicant shall pay the entire cost of these inspections.

23. The applicant shall enter into a Maintenance Agreement with the City to ensure long-term maintenance and servicing by the Property Owner of stormwater site design and treatment control measures according to the approved Maintenance Plan.
24. The applicant shall arrange and pay for final inspection of installed treatment measure by municipality's Special Inspector within 45 days of installation or project construction completion, whichever comes first.

Site Maintenance

25. Permanent decorative trash receptacles shall be placed on-site for patron use. The quantity, location, and design of these receptacles shall be approved by the Planning Division prior to building permit issuance.
26. The site shall be maintained in a safe, sanitary and litter free condition at all times.
27. No outside storage shall be allowed, except in the approved trash enclosure area.
28. Doors to the trash enclosure area shall be kept closed except when necessary to dispose of trash or to store material to be recycled.
29. The buildings and appurtenances shall be painted as often as necessary to maintain a weatherproof coating.
30. All sidewalks, walkways, driveways, parking lot facilities, and easements within and adjacent to the property, shall be kept free of debris, including weeds.
31. All outdoor storage areas shall be screened from public view.
32. Garbage storage areas are to be kept sanitary and free of litter and debris.
33. During construction, litter and construction debris shall be put into closed containers at the end of each day. Subsequent to construction activity, all recyclable material shall be stored exclusively inside the recycling material enclosure area.
34. The accumulation of trash in the garbage dumpster or located anywhere on the premises shall be removed and disposed of in a proper manner. Motor oil that has accumulated in parking stalls and driveway areas shall be cleaned as soon as possible to prevent oil from entering the storm drain system.
35. The applicant shall submit a site maintenance program that includes maintaining the sidewalk area in front of the business prior to the issuance of any building permits.

B. BUILDING DIVISION

36. The applicant shall provide an accessible path of travel from the public way leading to the main entrance of the building.

37. The applicant and design team shall check for amendments to the California Code of Regulations that may affect the design of the building.
38. The applicant shall submit a construction waste management plan together with the permit application (CGBSC 5.408).
39. The applicant shall provide designated parking for any combination of low-emitting, fuel-efficient and carpool/vanpool vehicles.

C. ENGINEERING DIVISION

40. The improvements shall be consistent with the plans approved by, and to the satisfaction of the City Engineer and the Conditions of Approval. All construction shall meet the latest California Building Code, California Fire Code, Daly City Municipal Code and the City Standard Specifications and Drawings. Securities for all required improvements, and applicable fees and charges, shall be submitted prior to permit issuance, and/or submission of the subdivision improvement agreement for approval. The applicant shall obtain all required permits before commencing work. All required improvements shall be constructed at no cost to the City except where specifically agreed to by the City under the provisions of a written agreement. Grading and improvement plan review and approval by the City Engineer are required before any City Permit is issued. The improvement plans shall include details for on-site and off-site improvements for vehicular and pedestrian access, parking, traffic signs and markings, utility service connections, modifications and extension of the City's sewer, water, storm drain, safety lighting, landscaping, and other public service and common facilities. All utility services shall be underground unless otherwise approved. Said improvements shall conform to Daly City and affected Agency's standards. Plans shall be accompanied by all required calculations and studies including geotechnical and impact studies to justify design.
41. The applicant shall comply with the applicable requirements of the "City of Daly City General Conditions of Approval: Use Permits, Variances, Design Reviews, Planned Developments, and Subdivisions", in effect at the time of planned development and design review application submittal, final map submittal and/or at the time of building permit application.
42. The project's electrical transformer shall not be installed within the public right-of-way.
43. The Applicant and/or Contractor shall have a project sign with a 24-hour Project contact information for public concerns such as off-site tracking, dust control, noise complaints, ground shaking and any related construction activities. The complaints and responses shall be logged, and copies provided to the City Engineer with action status on a weekly basis.
44. Provide erosion and storm water pollution plan incorporating best management practices, including operation and maintenance provisions per the requirements applicable at the time of construction permit application. During the wet/rainy season (October 1 to April 30) the developer shall submit a revised erosion control plan as necessary (every five working days) or as required by the City Engineer and/or his representative.

45. All improvements shall be installed, inspected and approved by the City Engineer prior to issuance of occupancy permits. In addition, as-built record plans of all improvements shall be submitted in a form acceptable to the City Engineer prior to issuance of occupancy permits.
46. All curb gutter and sidewalk improvements in the public right-of-way shall be designed to current ADA standards and current Daly City Standards. The limits of the curb gutter and sidewalk replacement will span the entire frontage of the proposed development to the nearest expansion joints or score lines.
47. The applicant shall repair and/or replace additional areas of street pavement, sidewalk, curb, and gutter, street lights, manhole, catch basins, or any other public infrastructure within the right-of-way damaged by construction activities associated with the project (utility installation, etc.) as required by the City Inspector during construction.
48. Following new utility installation/connection, the applicant shall replace areas of street pavement, sidewalk, curb, and gutter damaged by construction. Such repair shall be per the City's Standards and Specifications.
49. Republic Services shall review and approve the circulation route for their solid waste collection services vehicles.
50. All existing retaining walls within the City's right-of-way shall be removed. No ramps, stairs or permanent building encroachments shall be located in the City's right-of-way.
51. Grading exceeding 50 cubic yards shall require approval of plans and a grading permit. A licensed Civil Engineer shall prepare the grading plans and erosion control plan in conformance with a soil report prepared by a licensed soil engineer or qualified civil engineer in compliance with the NPDES requirements prior to any development on the property.
52. Grading and improvement plan review and approval by the City Engineer are required before any City permit is issued. The improvement plans shall include details for on-site and off-site improvements for vehicular and pedestrian access, parking, traffic signs and markings, utility service connections, modifications and extensions of the City's sewer, water, storm drain, safety lighting, landscaping, and other public service facilities.
53. Storm runoff discharged shall be less than or equal to the pre-development runoff and supported by satisfactory hydraulic calculations along with a letter from the engineer of record indicating that the proposed storm drain system does not increase runoff above the pre-development condition. The hydraulic calculations and letter shall be submitted for review and approval by the City Engineer prior to approval of the Improvement Plans. Each legal, buildable parcel shall comply with this requirement individually prior to discharge to the public storm drain system or to another parcel, to the satisfaction of the City Engineer.
54. All stormwater retention, stormwater treatment, or other stormwater BMP improvements shall be located outside of the public right-of-way and maintained by the property owner. All privately owned and maintained improvements shall be located outside of the public right-of-way. There shall be no private improvements within the public right-of-way.

55. Drainage from the site to a public storm drain system or street shall not flow over any sidewalk.
56. The applicant shall be responsible for all project-related storm drainage improvements on- and off-site, as required and approved by the City Engineer in accordance with City Standards.
57. Full trash capture devices approved by the City Engineer shall be installed on the drainage system.
58. Storm drain laterals and mains shall be CCTV'ed at the end of construction. Owner is responsible for providing videos of laterals/mains prior to the City Engineer's permit signoff/acceptance. If cleanouts are utilized instead of manholes or drainage inlets, it is up to the owner to make required changes to provide camera access if access is not available via cleanouts.
59. All utility service connections for the new development, including electrical/communication services shall be through underground conduits. There shall be no aerial service drop.
60. Should the City Engineer determine that vehicle queue length is negatively impacting traffic on Serramonte Boulevard, the City Engineer shall have the authority to require that the applicant implement measures to decrease vehicle time in the queue. These may include, but not limited to, early ordering, upgrades/changes to the order intake system or similar measures.
61. An encroachment permit application shall be required to be issued by the Public Works Department for all work proposed within the public right-of-way.
62. A site improvement permit shall be required to be issued by the Public Works Department for all site improvements.

D. DEPARTMENT OF WATER AND WASTEWATER RESOURCES

63. All water services shall be abandoned at the main prior to building demolition.
64. Three new water services are required to supply domestic, fire suppression and irrigation.
65. Each water service shall have a water meter. The domestic and irrigation meter are to be located in the sidewalk, the fire service shall have a meter located on the RPDA.
66. Each water service shall have a reduced pressure principle back flow device located immediately after the meter and on private property.
67. The retaining walls for the project shall be designed and placed as to not impact the maintenance and operation of the existing water main. Retaining walls shall not cross the main and shall maintain a minimum of 60 inches separation when running parallel.
68. All sewer laterals shall be abandoned at the main prior to building demo
69. A new sewer lateral is required for the project.

- 70. A clean out and back water valve is required at the property line.
- 71. A grease waste line is required for the kitchen.
- 72. All effluent, with the exception of condensate drains and restrooms, shall flow to an appropriately sized grease interceptor located outside of the building.
- 73. A fully enclosed trash area is required. Trash area shall have a drain to the grease interceptor. The floor shall be sloped to prevent run on of rain water and run off of trash effluent. The trash area shall have solid walls and a roof. Hot and cold water for wash down is required.

E. NORTH COUNTY FIRE AUTHORITY

- 74. The project shall comply with the 2013 CFC Chapter 33 – Fire Safety During Construction and Demolition.
- 75. The project shall comply with 2013 CFC Chapter 9 section 904.2.1 for Commercial Hood and Duct Systems.
- 76. The project shall comply with 2013 CFC Chapter 8 for Interior Finish, Decorative materials and Furniture
- 77. Fire Sprinklers shall be required per Municipal Code, and 2013 CFC Chapter 9 Section 903.
- 78. The project shall comply with 2013 CFC section 903.4 and 903.4.2 Alarms as amended by DCMC 15.32.110.
- 79. The project shall comply with 2013 CFC Chapter 5, Section 505.1 and 2 as amended by DCMC 15.32.070.
- 80. Fire sprinkler underground supply mains shall be submitted on a separate permit or in conjunction with fire sprinkler submittal. All fire service backflow devices must be (RPDA) reduced pressure principle detector assemblies that are on the University of Southern California (USC) approved back flow list. be a (RPDA) reduced pressure principle detector assemblies that are on the University of Southern California (USC) approved back flow list. The submission shall be submitted to the Water Department and approved by them prior to issuing of a permit.
- 81. The project shall comply with fire flows per 2013 CFC Appendix B.
- 82. The applicant shall provide and install a key box and prior to final provide key for entry to the building. An application for a Know Box can be obtained at fire administration 10 Wembley Drive, Daly City.
- 83. Project shall comply with 2013 CFC Chapter 9 section 907 Fire Alarm and Detections systems.

Recommendations

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

1. Adopt the Findings as outlined herein;
2. Affirm the project as Categorically Exempt per Section 15303 of the California Environmental Quality Act; and
3. Approve Use Permit UPR-1-21-14855 and Design Review DR-4-21-14856, subject to the Findings and Conditions outlined herein.

Respectfully submitted,



Michael Van Lonkhuysen
Planning Manager

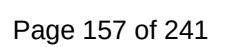


Tatum Mothershead
Director Economic and Community Development

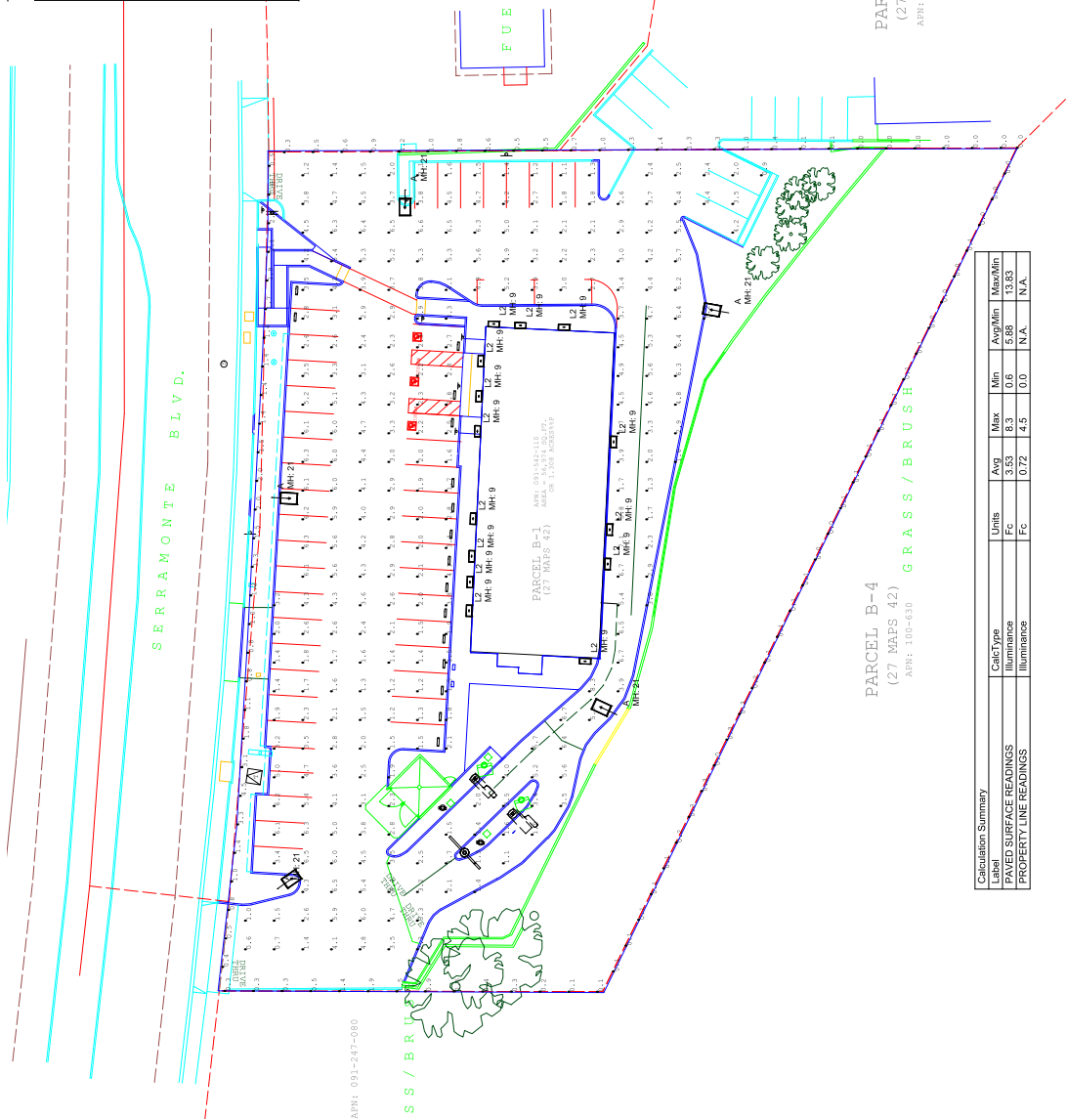
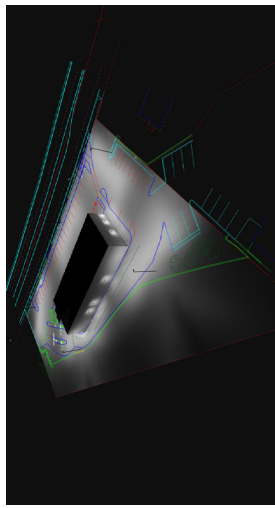
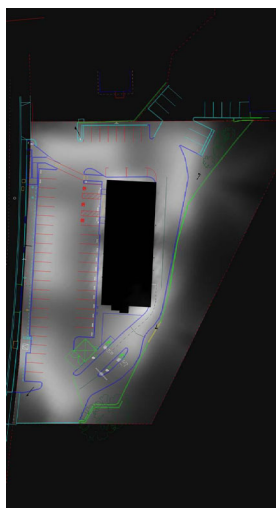
Attachments

Attachment A – Location Map
Attachment B – Project Plans
Attachment C – McDonald's Parking and Vehicle Queue Study

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1. THE FOOTCANDLE LEVELS AS SHOWN ARE BASED ON THE FOLLOWING CRITERIA. ANY SUBSTITUTIONS IN SPECIFIED FIXTURES OR CHANGES TO LAYOUT WILL AFFECT LIGHTING LEVELS SHOWN AND WILL NOT BE THE RESPONSIBILITY OF SECURITY LIGHTING.



Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Max/Min
PAVED SURFACE READINGS						
	Illuminance	Fc	3.53	8.3	0.6	13.83
PROPERTY LINE READINGS						
	Illuminance	Fc	0.72	4.5	0.0	N.A.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	EPA	Mtg Height	Pole Type
	5	A	SINGLE	0.900	RAR2-480L-240-SK-7-4W-SCP40F	226.9	.55	21	SES-18-40-1-GL-TA-xx (4")
	12	A	SING F	0.900	RWSC-36L-5K-DQ-1-WH-SCP40F	14.4	.9	9	

* PROJECT WIND LOAD CRITERIA BASED ON:
ASCE 7-10 WIND SPEEDS (3-SEC PEAK GUST MPH)
50 YEAR MEAN RECURRENCE INTERVAL
Allowed EPA 13.6 @
Wind Load 90MPH

THIS DRAWING MEETS OR EXCEEDS NATIONALS CURRENT ILLUMINATION SPECIFICATIONS OF A 3-4

Regional Drawing
004-0508

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES

RV7

463

FINI-

WILLIAM STONE

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DATE _____

DATE	ISSUING NUMBER
12/7/2020	00000001

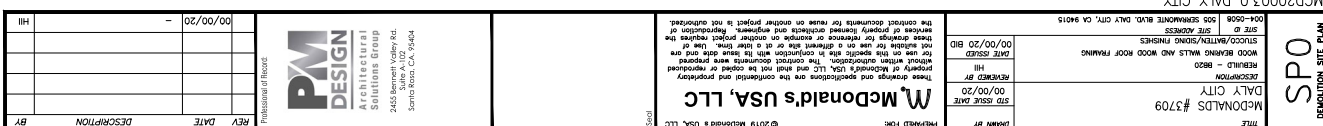
IF THIS LAYOUT MAY NOT MEET TITLE 24 OR LOCAL ENERGY REQUIREMENTS, IF THIS LAYOUT NEEDS TO BE COMPLIANT WITH TITLE 24 OR OTHER ENERGY REQUIREMENTS, PLEASE CONSULT FACTORY WITH SPECIFIC DETAILS REGARDING

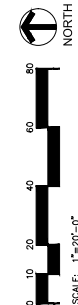
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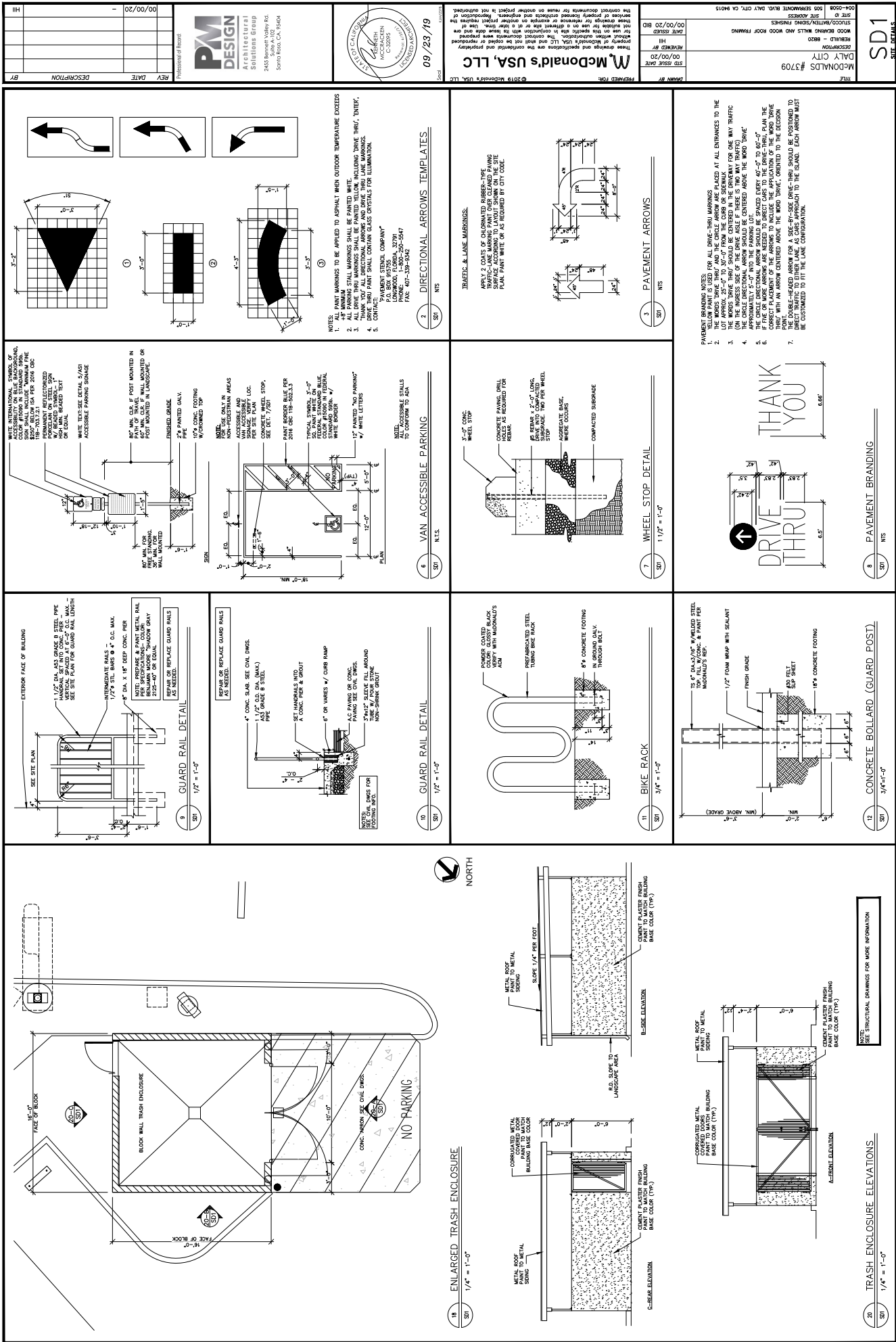
SAVING MEETS OR EXCEEDS McDONALD'S CURRENT ILLUMINATION SPECIFICATIONS OF A

Table 2 (continued)

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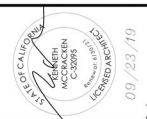






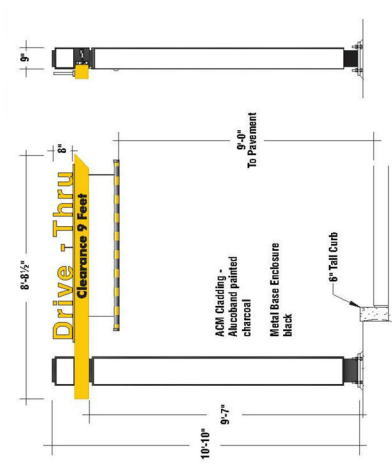
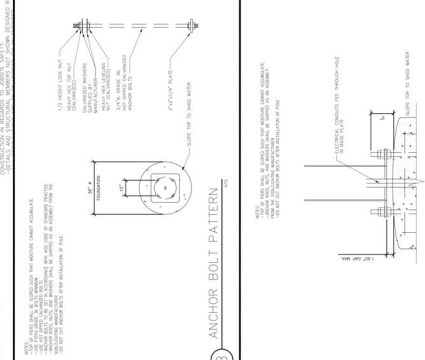
MCDONALDS #3709	DAILY CITY	DESCRIPTION REBUILD - BR830 WOOD BEARING WALLS AND WOOD ROOF FRAMING	BID # STUDCO/BARTON/DONOS FINISHES	RITE @ 505 ADAMS 505 STEEPMONT BLVD DAILY CITY, CA 94015	DATE BIDDING 00/00/20 BID
		MEASURED BY HBI			
STD ISSUE DATE	00/00/20				

These drawings and specifications are the confidential and proprietary
property of McDonald's USA, LLC and may not be copied or reproduced
without written authorization. The contract documents were prepared
for use on this specific job in conjunction with its issue date and are
not suitable for use on a different job or at any other time. All other
invoices of property, scanned exhibits and engineering reproduction of
the contract documents for reuse on another project is not authorized.



PM
DESIGN
Architectural
Solutions Group
2455 Bennett Valley Rd.,
Suite A-102
Santa Rosa, CA 95404

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REV	DATE	DESCRIPTION		
BY				

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FOUNDATION

CONNECTION DETAILS

18 DRIVE-THRU GATEWAY (SINGLE)

At bioscience planting areas that receive a minimum 3"-4" layer of organic mulch top dressing, mulch in Bio-Retention basins shall include 3-4 inches of composted, non-fleecable arbor mulch in areas between plantings and side slopes.

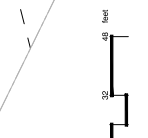
At new trees, shrubs and groundcover that be irrigated with a drip system, smart controller, weather sensor, etc. and that meet Dwyer City Water Efficient Landscaping Regulations.

At new trees located within 7' of pavement or permanent structure shall have a root barrier.

INDUSTRIAL PLANNING DESCRIPTION	WATER FACTOR (PF)	WCS METHOD (HE)	TFY (PF/6)	UNSATURATED SOIL F.I.	ET/ET + ARA	RETENTION CAPACITY (ET/6)
REGULAR LANDSCAPE AREA	3	20P	81	37	6,002	40,460 GAL
LOW WATER USE PLANTS					2,236	
MEDIUM WATER USE PLANTS	5	20P	81	42	10	130 GAL
					6	
					(8) 6,002	
					TOTALS	(8) 2,642

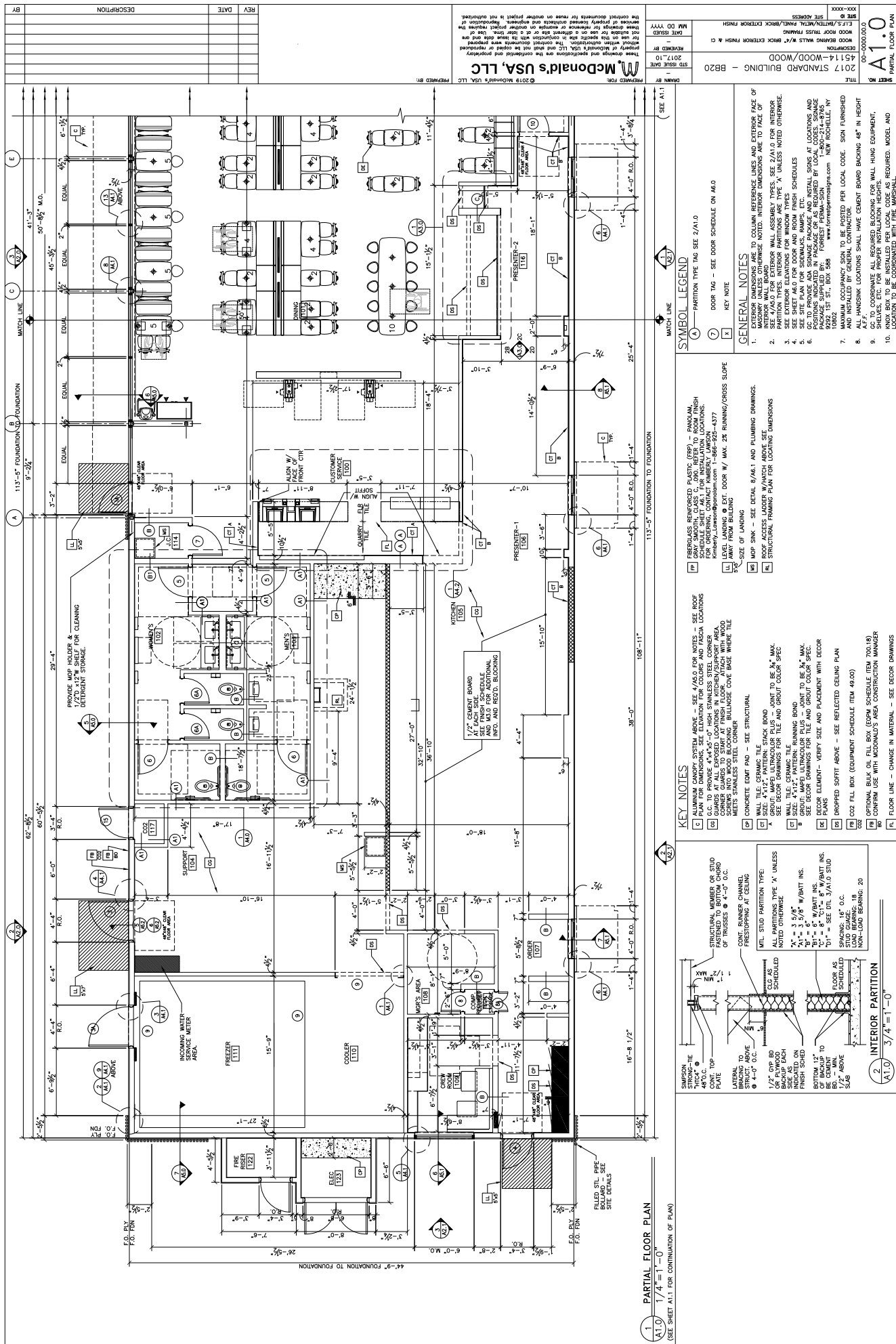
Total ETAF x Area	(B) 2,242
Total Area	(A) 6,092
Average ETAF	(B / A) .37

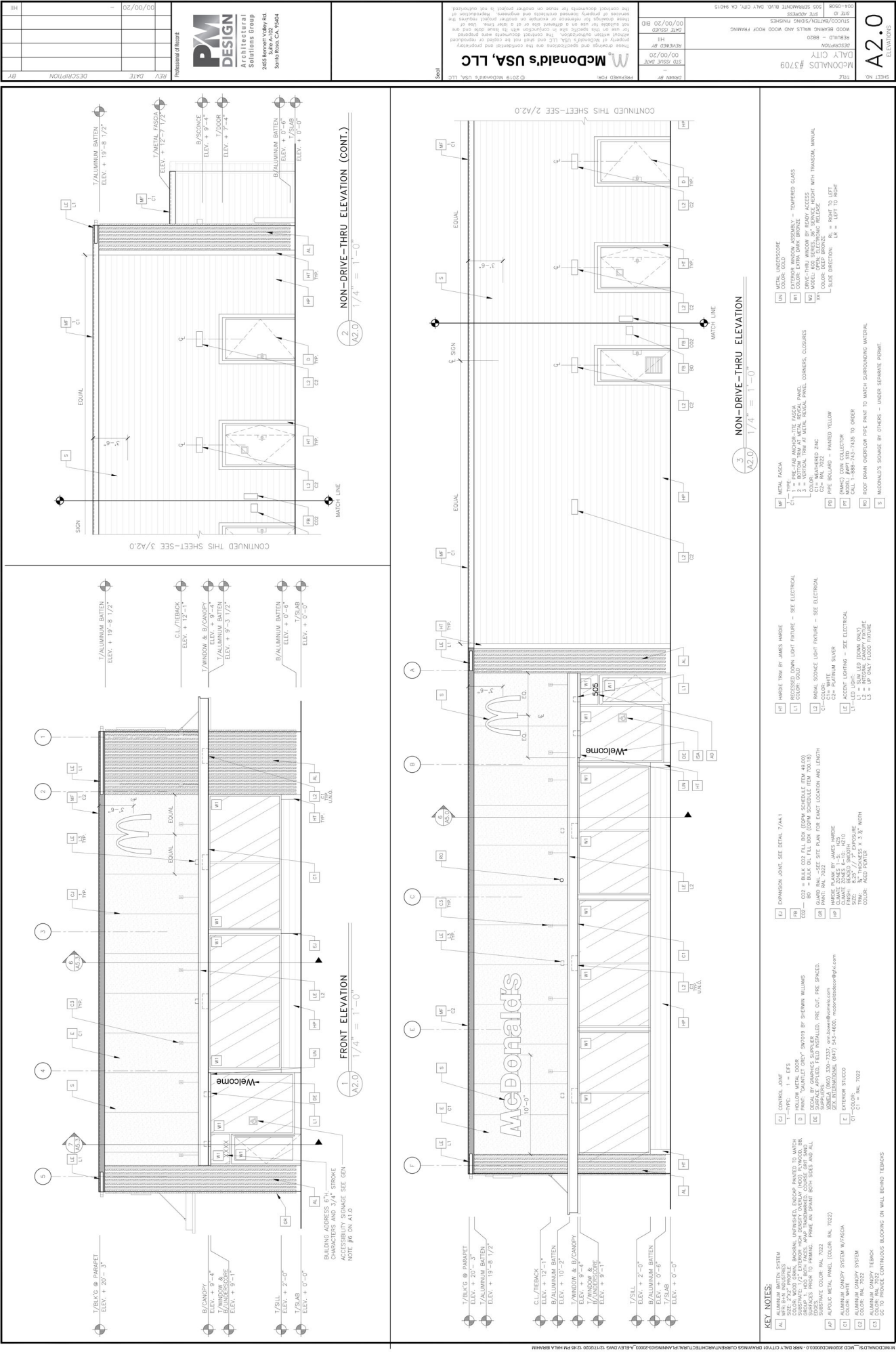
Note:
Average ETAF for Regular Landscape Areas must be below .55 for residential areas and .45 for non-residential areas.



11







PROJECT: McDonald's USA, LLC		DATE: 00/00/20		REV: 00/00/20	
DRAWN BY: [Name]		CHECKED BY: [Name]		DATE: 00/00/20	
PROJECT NO: [Number]		SHEET NO: [Number]		TOTAL SHEETS: [Number]	
PROJECT LOCATION: [Address]		PROJECT NO: [Number]		SHEET NO: [Number]	
PROJECT NO: [Number]		SHEET NO: [Number]		TOTAL SHEETS: [Number]	

Memorandum

To: City of Daly City
From: Chris Gregerson, P.E., T.E., PTOE, PTP
Re: *McDonald's Daly City, CA 004-0508*
Parking Study
Daly City, California
Date: June 9, 2021

Per your request, we have prepared this traffic evaluation for the above referenced project.

Project Understanding

Kimley-Horn understands that McDonald's plans to rebuild the existing restaurant located at 505 Serramonte Boulevard in Daly City. The 5,102-square foot rebuild will replace the existing 3,146-square foot restaurant. The current restaurant has 49 parking stalls while the rebuild, through its expansion and setback requirements, is anticipated to provide a total of 52 parking stalls. The City's zoning code requires one parking stall per 75-square feet, or 69 total stalls, 17 more than what is being proposed.

The purpose of this study was to document the current parking conditions at the current store, as well as at sample McDonald's stores, to enable us to more accurately anticipate parking operations on the project site with the store's rebuild. Proposed parking conditions at the Serramonte location were compared to parking occupancy rates previously developed for the McDonald's project in Roseville¹, which includes parking conditions for three McDonald's store locations. Kimley-Horn also surveyed a similar McDonald's store to the store being proposed in Sacramento for the purpose of bolstering the Serramonte Boulevard site's proposed parking conditions and comparison to the City's requirements.

Data Collection

Kimley-Horn completed a site visit to observe the site's parking supply, designations, access, circulation, drive-thru configuration/operations, and other readily apparent features that were deemed by Kimley-Horn to be relevant to the Scope of Services. To determine the peak sales time for the existing restaurant, sales data was pulled for seven days in the beginning of May 2021. This data determined that the lunchtime rush (1 pm – 3 pm) on a Saturday produced the highest numbers of sales and therefore a follow up parking occupancy and queuing analysis was performed during this time at the existing restaurant. The sales data can be found in **Appendix A**.

The information collected at the project site includes the following:

- Inventory of existing parking supply includes 43 regular parking stalls, 2 accessible parking stalls, and 4 parking stalls reserved for mobile orders and drive-thru overflow for a total of 49 parking stalls
- Parking occupancy and drive-thru observations at 15-minute intervals on a typical Saturday: 1 pm – 3 pm (2 hours)

The data collected for the existing restaurant produced the following conclusions (see data summary table provided as **Attachment B** to this memorandum):

- The existing restaurant was observed to have peak parking occupancy of less than 45-percent

¹ McDonald's #2280, *Roseville Harding Parking Study*, Kimley-Horn and Associates, Inc., January 17, 2017.

In addition, the following data were collected to complete this study:

- **Sample Sites** (120 Harding Boulevard, Roseville; 3994 Foothills Boulevard, Roseville; 7850 Lichen Drive, Citrus Heights, and 1721 Howe Avenue, Sacramento)
 - Inventory of existing parking supply
 - Parking occupancy and drive-thru observations at 15-minute intervals on a typical weekday: 6:00 am – 2:00 pm (8 hours)

The data collected for the **Sample Sites** enable the following conclusions (see data summary table provided as **Attachment B** to this memorandum):

- The four sample sites were observed to have peak parking occupancy of less than 75-percent (39-percent at 120 Harding Boulevard, 45-percent at 3994 Foothills Boulevard, 47-percent at 7850 Lichen Drive, and 72-percent at 1721 Howe Avenue).

Parking Evaluation

As noted above, we completed a parking occupancy study for the four sample sites and the existing restaurant. This study determined the observed peak parking occupancy and peak generation rate (number of spaces per thousand square feet). This data is summarized in **Table 1** below.

Table 1 – Parking Rates

McDonald's Location	Building Size (sf)	Peak Parking (# Occupied Spaces)	Peak Parking Rate (# Occupied Spaces / 1,000 sf)	Occupancy (%)
505 Serramonte Blvd	3,150	22	6.98	44.9%
120 Harding Blvd	3,600	23	6.39	38.3%
3994 Foothills Blvd	4,375	26	5.94	44.8%
7850 Lichen Dr	3,800	15	3.95	46.9%
1721 Howe Ave	6,590	42	6.37	72.4%
Average:	4,303	26	5.93	49.8%

Note: Data was collected during a normal weekday (Tuesday – Thursday) for all locations except 505 Serramonte Blvd which was collected on a Saturday

As depicted in **Table 1**, the existing restaurant exhibits the highest peak parking rate (6.98 occupied spaces per 1,000 square feet), while the average of the existing restaurant and four sample sites equates to 5.93 occupied spaces per 1,000 square feet. Accordingly, when the average local rate is used along with the published Institute of Transportation Engineers' (ITE) rates², it is possible to compare the proposed number of parking spaces (52) to the projected peak parking demand at the project site. This data is presented in **Table 2**. As shown in **Table 2**, even when using the highest parking generation rate, the proposed number of parking spaces (52) would exceed the projected demand (47). The ITE 85th percentile peak parking occupancy rate was also considered for comparison purposes; however, as stated in the ITE *Parking Generation* manual², this value is useful for qualitative references only and should not be used to provide policy recommendations.

² *Parking Generation*, 5th Edition, Institute of Transportation Engineers (ITE).

Table 2 – Projected Parking Demand

Source of Parking Generation Rate	Proposed Size (sq. ft.) (A)	Peak Parking Rate (# Occupied Spaces / 1,000 sf) (B)	Peak Parking (# Occupied Spaces) ((A)*(B)/1000)
Average Local Rate	5,102	5.93	31
ITE Weekday Peak (Avg.) ⁺	5,102	8.66	45
ITE Saturday (Avg.) ⁺	5,102	9.18	47

⁺ Source: *Parking Generation, 5th Edition*, ITE.

Drive-Thru Queuing Evaluation

Finally, drive-thru queuing was also considered as part of this evaluation (data provided as **Attachment C** to this memorandum). The primary observations were as follows:

- The existing restaurant, which has a single drive-thru lane, has a maximum observed queue of 10 vehicles, measured from the first window (payment window), when 17 or 18 parking spaces were occupied (35% or 37% occupied, respectively).
- Depending on the spacing between the vehicles, once the queue exceeded 7 vehicles at the existing restaurant, between 1 to 2 vehicles were waiting along Serramonte Boulevard and 1 vehicle was blocking the sidewalk.
- The Howe Avenue site has the longest observed queue of 17 vehicles when a total of 38 (or 66%) of available parking spaces were occupied.
- The site with a single drive-thru lane (120 Harding) has a maximum queue that is only one vehicle longer than the largest queue of the Foothills Boulevard and Lichen Dive sites with dual drive-thru lanes (13 vs. 12).
- Without additional data and observations, it is unclear if or how the queue length is correlated with the amount of parking spaces occupied or vice versa, or if the two are just increasing as demand is increasing separately. Considering the number of available parking spaces and the queue lengths, it is possible that there is some tangential connection.

To address the safety concerns with queued vehicles waiting off-site along Serramonte Boulevard, the proposed drive-thru operations include a second order window and a by-pass lane as shown in **Exhibit 1**. The second order window provides additional storage capacity and increases efficiency by allowing multiple vehicles to order simultaneously. With a single order window, it takes an average of 4.25 minutes for a vehicle to enter the queue until it picks up its food and exits. With the second order window, it takes an average of 3.2 minutes for a vehicle to enter the queue, pick up their food and exit which results in a 25-percent decrease in processing time. In addition, the by-pass lane increases flow through the drive-thru by moving vehicles with large orders or orders that take longer than normal to process to a waiting area.

As shown in **Exhibit 1**, at least eleven (11) vehicles can be stored on-site between the start of the ordering area and the payment window (shown in **Exhibit 1** as the vehicle furthest to the left along the building at the start of the pedestrian and emergency vehicle access easement). Four additional vehicles are shown in **Exhibit 1** that could further be stored on-site between the driveway entrance and the start of the ordering window. Further, the efficiency gains from a dual order window, the increased flow provided by the bypass lane, and the additional storage provided by the second order window would fully capture the existing demand on-site and would not lead to any vehicles queuing along Serramonte Boulevard or blocking the sidewalk.

Conclusions

The following are the primary conclusions based on the analyses discussed herein:

- The proposed project includes 52 parking spaces compared to the 49 existing and 71 required per Daly City's zoning code.
- The existing restaurant had no more than 22 parking spaces occupied during 1 – 3 PM on a Saturday, determined to be the peak time based on sales data
- The existing restaurant has a single drive-thru lane that had a maximum queue of 10 vehicles measured from the payment window. At multiple points, 1 to 2 vehicles were observed queued along Serramonte Boulevard with one vehicle blocking the sidewalk.
- The proposed redevelopment will include a dual drive-thru and a bypass lane with a waiting area for vehicles with large orders or orders that take longer to process. The dual order window and bypass lane will provide storage for at least 11 vehicles and increase flow and efficiency compared to existing operations. This will fully capture the existing demand, measured as a maximum of ten vehicles, on-site.
- The existing restaurant and four sample sites result in an average peak parking rate of 5.93 occupied spaces per 1,000 square feet.
- Applying the calculated average local rate (5.93 spaces per 1,000 square feet) and ITE average peak parking generation rate, 8.66 spaces per 1,000 square feet (weekday) or 9.18 spaces per 1,000 square feet (Saturday), to the proposed rebuild (5,102 square feet), results in the projected peak parking demand ranging from 31 to 47 spaces, which is less than the proposed 52 spaces.
- Considering the quality and applicability of the local data collected, the proposed parking supply of 52-spaces appears to be adequate to accommodate the peak weekday and Saturday parking demands of the proposed project.

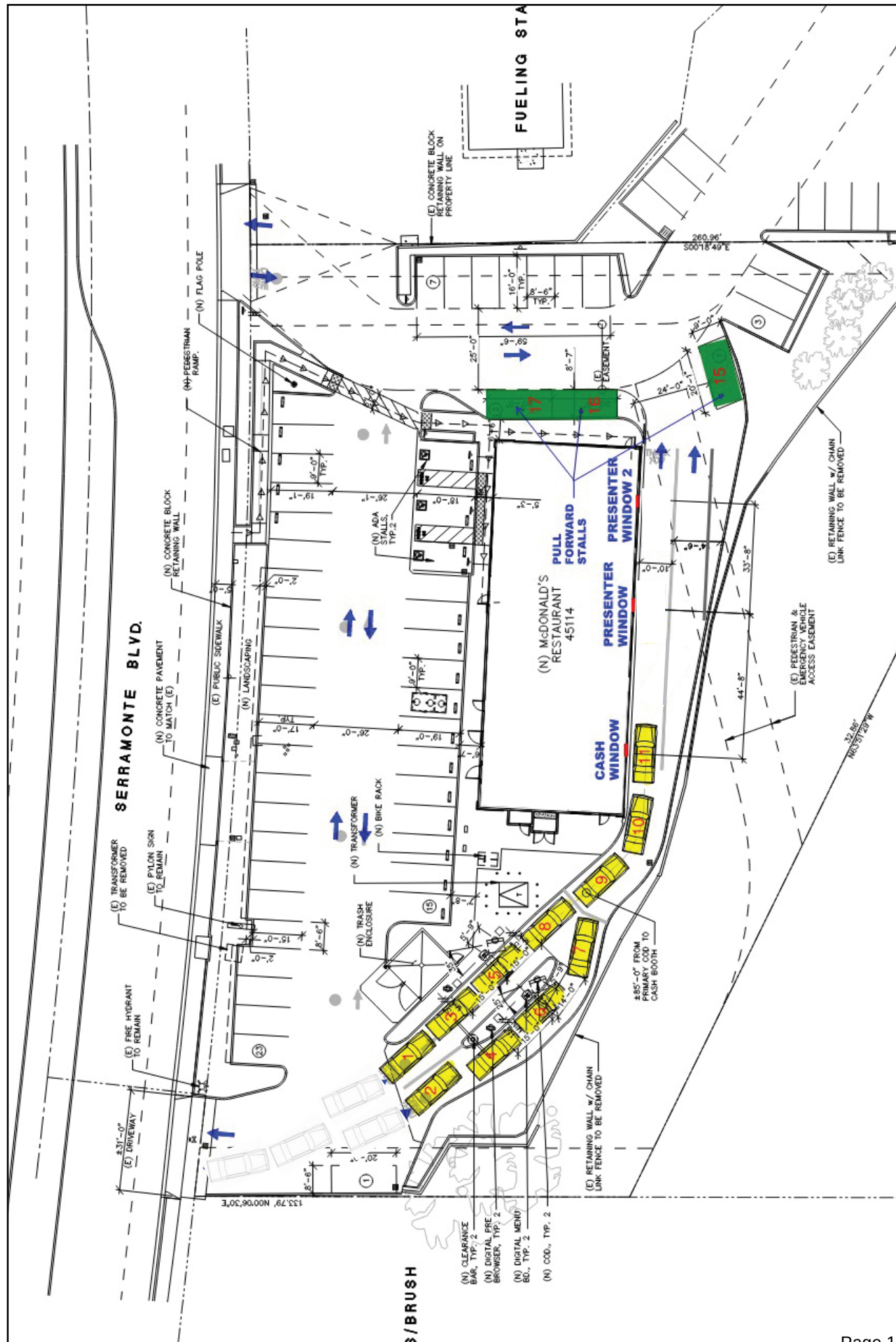
Attachments:

Exhibit 1 – Proposed Site Plan and Drive-Thru Operations

Attachment A – Sales Data for Daly City McDonalds (Project)

Attachment B – Summary Data Table

Attachment C – Drive-thru Queue Data



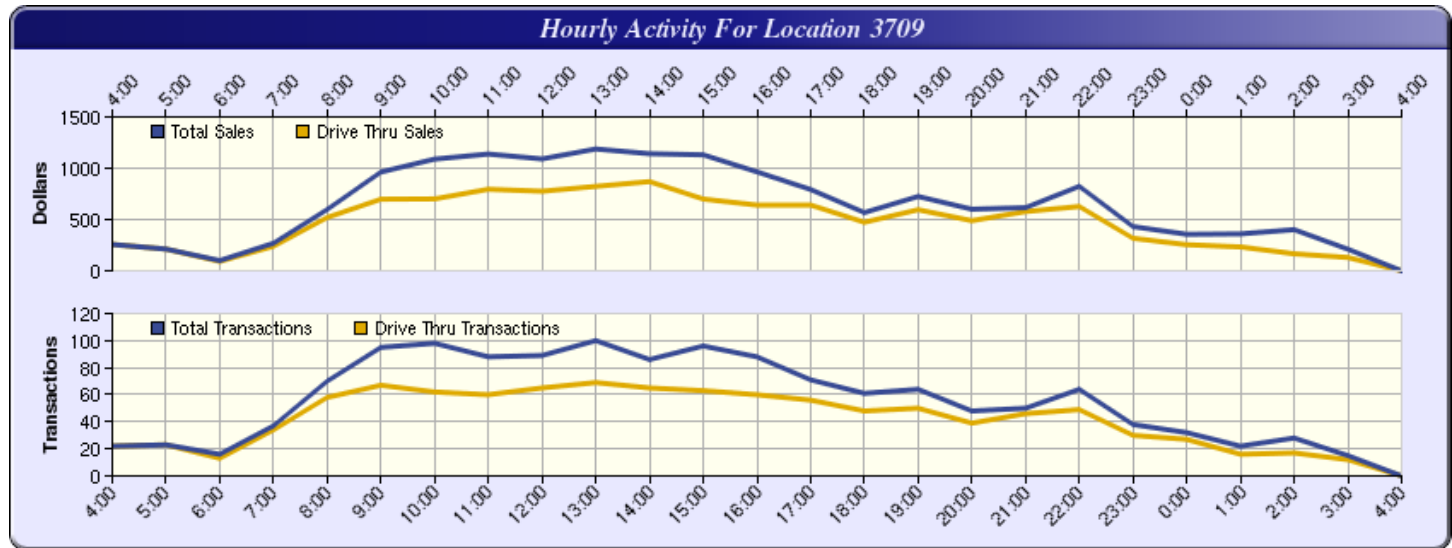
Attachment A

Sales Data for Daly City McDonalds (Project)

[Return To Full View](#)

Time Period:

Location:

Resolution:


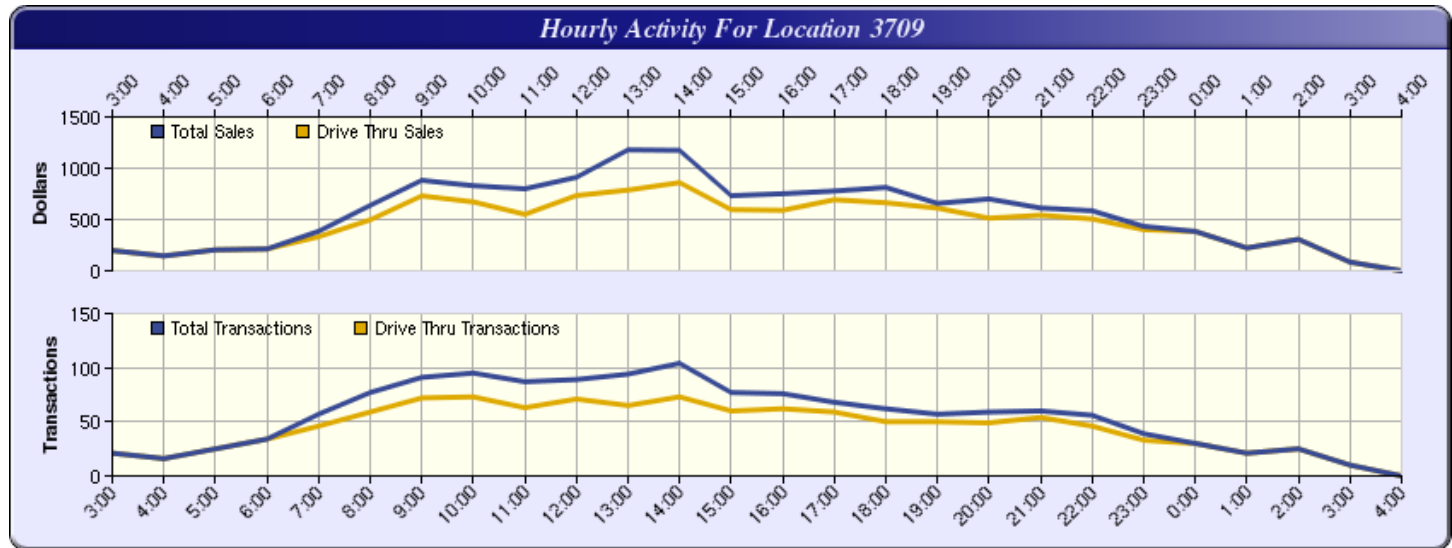
Hourly Details

TOTAL				COUNTER			DRIVE THRU		
End Time	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order
4:00	256.58	22	11.66	0.00	0	0.00	256.58	22	11.66
5:00	211.86	23	9.21	0.00	0	0.00	211.86	23	9.21
6:00	99.87	16	6.24	8.36	3	2.79	91.51	13	7.04
7:00	268.70	37	7.26	30.03	3	10.01	238.67	34	7.02
8:00	597.86	70	8.54	78.25	12	6.52	519.61	58	8.96
9:00	962.60	95	10.13	264.52	28	9.45	698.08	67	10.42
10:00	1,089.10	98	11.11	388.25	36	10.78	700.85	62	11.30
11:00	1,138.38	88	12.94	343.40	28	12.26	794.98	60	13.25
12:00	1,090.64	89	12.25	315.00	24	13.13	775.64	65	11.93
13:00	1,187.48	100	11.87	364.68	31	11.76	822.80	69	11.92
14:00	1,141.82	86	13.28	272.15	21	12.96	869.67	65	13.38
15:00	1,131.06	96	11.78	431.30	33	13.07	699.76	63	11.11
16:00	964.65	88	10.96	324.10	28	11.58	640.55	60	10.68
17:00	792.32	71	11.16	151.19	15	10.08	641.13	56	11.45
18:00	567.82	61	9.31	94.80	13	7.29	473.02	48	9.85
19:00	724.75	64	11.32	129.55	14	9.25	595.20	50	11.90
20:00	600.52	48	12.51	111.88	9	12.43	488.64	39	12.53
21:00	615.63	50	12.31	37.91	4	9.48	577.72	46	12.56
22:00	823.77	64	12.87	196.82	15	13.12	626.95	49	12.79
23:00	431.19	38	11.35	113.93	8	14.24	317.26	30	10.58
0:00	355.94	32	11.12	101.61	5	20.32	254.33	27	9.42
1:00	359.83	22	16.36	127.05	6	21.18	232.78	16	14.55
2:00	401.22	28	14.33	235.50	11	21.41	165.72	17	9.75
3:00	210.59	15	14.04	81.11	3	27.04	129.48	12	10.79
4:00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Total	16,024.18	1,401	11.44	4,201.39	350	12.00	11,822.79	1,051	11.25

[Return To Full View](#)

Time Period: TO:

Location:

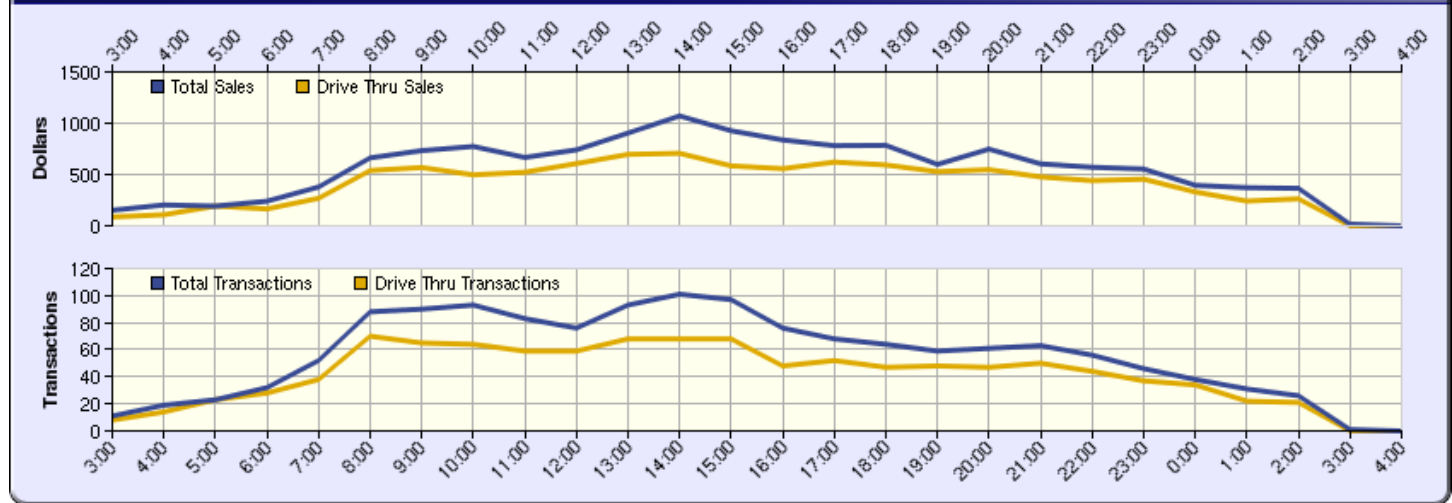
Resolution:


Hourly Details

End Time	TOTAL			COUNTER			DRIVE THRU		
	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order
3:00	197.43	21	9.40	0.00	0	0.00	197.43	21	9.40
4:00	145.01	16	9.06	0.00	0	0.00	145.01	16	9.06
5:00	204.31	25	8.17	0.00	0	0.00	204.31	25	8.17
6:00	212.62	34	6.25	0.00	0	0.00	212.62	34	6.25
7:00	385.24	57	6.76	53.25	11	4.84	331.99	46	7.22
8:00	637.36	77	8.28	140.80	18	7.82	496.56	59	8.42
9:00	881.84	91	9.69	151.66	19	7.98	730.18	72	10.14
10:00	829.53	95	8.73	157.78	22	7.17	671.75	73	9.20
11:00	799.32	87	9.19	248.95	24	10.37	550.37	63	8.74
12:00	911.61	89	10.24	177.87	18	9.88	733.74	71	10.33
13:00	1,178.92	94	12.54	391.75	29	13.51	787.17	65	12.11
14:00	1,174.19	104	11.29	314.54	31	10.15	859.65	73	11.78
15:00	732.40	77	9.51	136.65	17	8.04	595.75	60	9.93
16:00	751.40	76	9.89	161.92	14	11.57	589.48	62	9.51
17:00	777.56	68	11.43	84.45	9	9.38	693.11	59	11.75
18:00	812.85	62	13.11	149.64	12	12.47	663.21	50	13.26
19:00	656.96	57	11.53	45.89	7	6.56	611.07	50	12.22
20:00	700.37	59	11.87	187.22	10	18.72	513.15	49	10.47
21:00	612.13	60	10.20	70.48	6	11.75	541.65	54	10.03
22:00	585.44	56	10.45	80.08	10	8.01	505.36	46	10.99
23:00	433.00	39	11.10	32.22	6	5.37	400.78	33	12.14
0:00	384.03	30	12.80	0.00	0	0.00	384.03	30	12.80
1:00	222.93	21	10.62	0.00	0	0.00	222.93	21	10.62
2:00	306.89	25	12.28	0.00	0	0.00	306.89	25	12.28
3:00	84.76	10	8.48	0.00	0	0.00	84.76	10	8.48
4:00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

[Return To Full View](#)
Time Period: Location: Resolution:

Hourly Activity For Location 3709



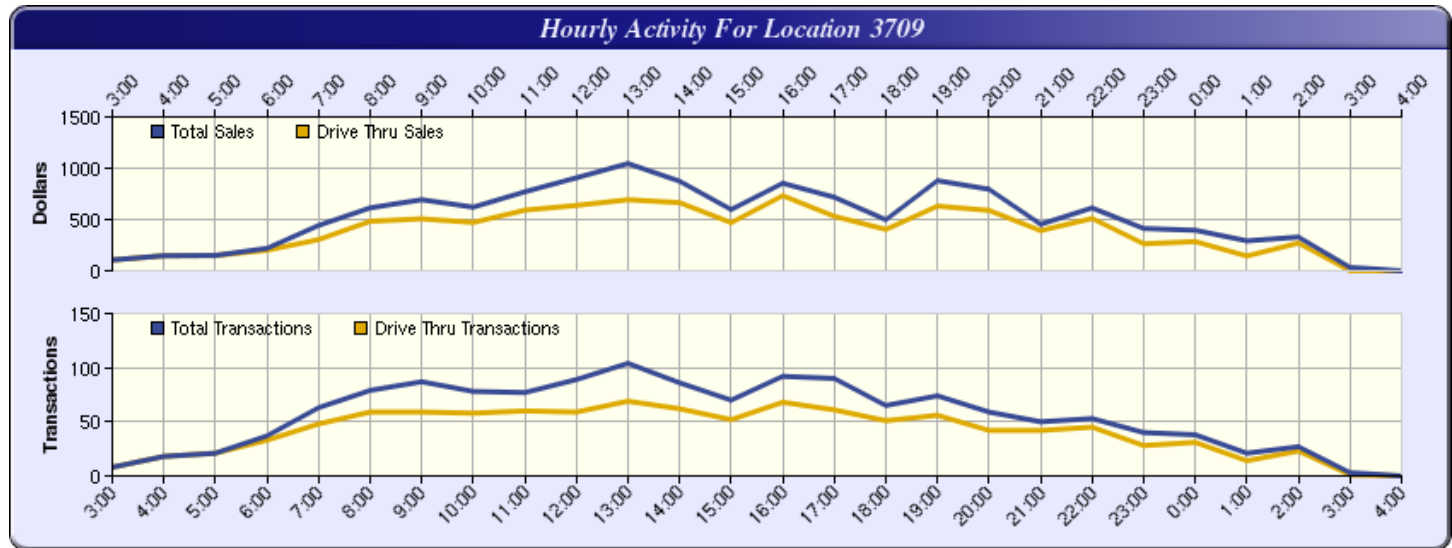
▼ Hourly Details

TOTAL				COUNTER			DRIVE THRU		
End Time	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order
3:00	151.69	11	13.79	65.70	3	21.90	85.99	8	10.75
4:00	203.22	19	10.70	95.49	5	19.10	107.73	14	7.70
5:00	191.65	23	8.33	0.00	0	0.00	191.65	23	8.33
6:00	239.91	32	7.50	75.47	4	18.87	164.44	28	5.87
7:00	378.34	52	7.28	110.42	14	7.89	267.92	38	7.05
8:00	662.20	88	7.53	123.31	18	6.85	538.89	70	7.70
9:00	732.84	90	8.14	164.69	25	6.59	568.15	65	8.74
10:00	773.38	93	8.32	276.75	29	9.54	496.63	64	7.76
11:00	666.23	83	8.03	143.91	24	6.00	522.32	59	8.85
12:00	740.53	76	9.74	134.00	17	7.88	606.53	59	10.28
13:00	904.06	93	9.72	207.85	25	8.31	696.21	68	10.24
14:00	1,071.07	101	10.60	364.48	33	11.04	706.59	68	10.39
15:00	926.68	97	9.55	342.54	29	11.81	584.14	68	8.59
16:00	837.11	76	11.01	280.26	28	10.01	556.85	48	11.60
17:00	781.32	68	11.49	160.33	16	10.02	620.99	52	11.94
18:00	784.06	64	12.25	191.06	17	11.24	593.00	47	12.62
19:00	598.63	59	10.15	71.08	11	6.46	527.55	48	10.99
20:00	747.68	61	12.26	200.63	14	14.33	547.05	47	11.64
21:00	603.61	63	9.58	127.08	13	9.78	476.53	50	9.53
22:00	570.71	56	10.19	130.04	12	10.84	440.67	44	10.02
23:00	553.60	46	12.03	99.10	9	11.01	454.50	37	12.28
0:00	394.81	38	10.39	65.24	4	16.31	329.57	34	9.69
1:00	371.60	31	11.99	130.48	9	14.50	241.12	22	10.96
2:00	365.37	26	14.05	102.59	5	20.52	262.78	21	12.51
3:00	15.78	1	15.78	15.78	1	15.78	0.00	0	0.00
4:00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

[Return To Full View](#)

Time Period: TO:

Location:

Resolution:


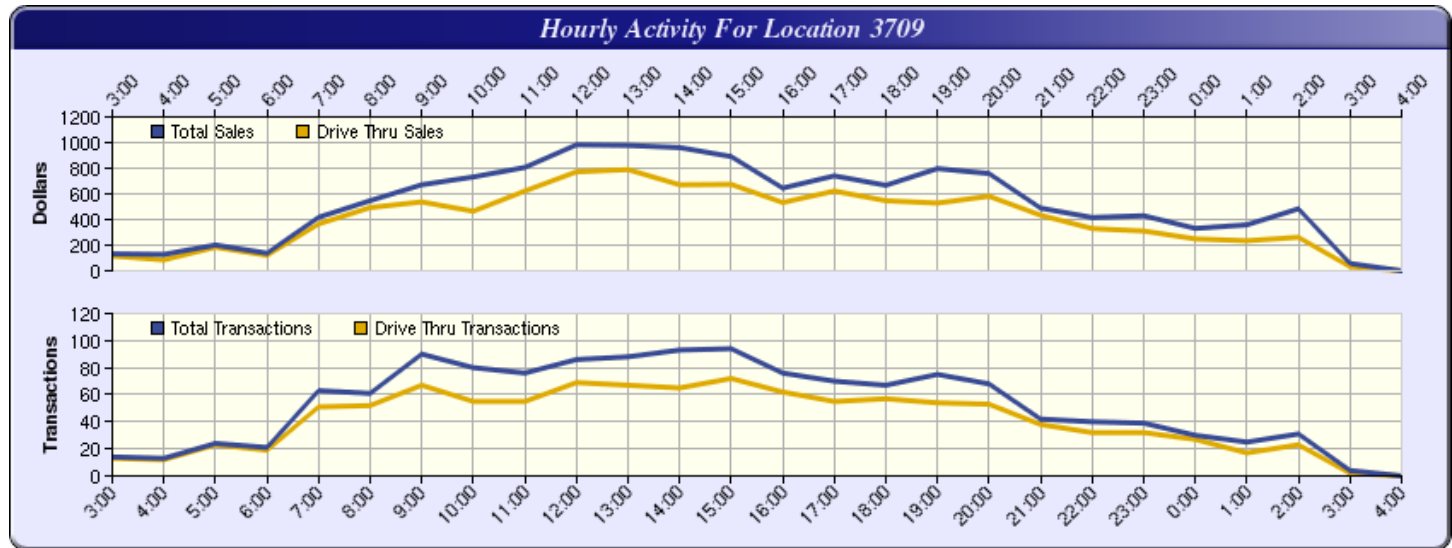
Hourly Details

TOTAL				COUNTER			DRIVE THRU		
End Time	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order
3:00	105.87	8	13.23	0.00	0	0.00	105.87	8	13.23
4:00	146.58	18	8.14	0.00	0	0.00	146.58	18	8.14
5:00	149.28	21	7.11	0.00	0	0.00	149.28	21	7.11
6:00	218.87	37	5.92	18.44	4	4.61	200.43	33	6.07
7:00	442.36	63	7.02	138.15	15	9.21	304.21	48	6.34
8:00	613.46	79	7.77	131.14	20	6.56	482.32	59	8.17
9:00	693.13	87	7.97	186.25	28	6.65	506.88	59	8.59
10:00	620.42	78	7.95	149.21	20	7.46	471.21	58	8.12
11:00	770.43	77	10.01	179.35	17	10.55	591.08	60	9.85
12:00	906.85	89	10.19	269.56	30	8.99	637.29	59	10.80
13:00	1,045.62	104	10.05	352.54	35	10.07	693.08	69	10.04
14:00	873.57	86	10.16	208.93	24	8.71	664.64	62	10.72
15:00	597.10	70	8.53	127.70	18	7.09	469.40	52	9.03
16:00	853.80	92	9.28	121.51	24	5.06	732.29	68	10.77
17:00	717.20	90	7.97	185.61	29	6.40	531.59	61	8.71
18:00	498.03	65	7.66	95.11	14	6.79	402.92	51	7.90
19:00	879.21	74	11.88	248.79	18	13.82	630.42	56	11.26
20:00	794.96	59	13.47	206.10	17	12.12	588.86	42	14.02
21:00	454.00	50	9.08	62.38	8	7.80	391.62	42	9.32
22:00	612.81	53	11.56	102.38	8	12.80	510.43	45	11.34
23:00	412.32	40	10.31	149.30	12	12.44	263.02	28	9.39
0:00	395.45	38	10.41	110.65	7	15.81	284.80	31	9.19
1:00	291.85	21	13.90	147.65	7	21.09	144.20	14	10.30
2:00	328.58	27	12.17	58.09	4	14.52	270.49	23	11.76
3:00	33.03	3	11.01	32.03	2	16.02	1.00	1	1.00
4:00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

[Return To Full View](#)

Time Period: TO:

Location:

Resolution:


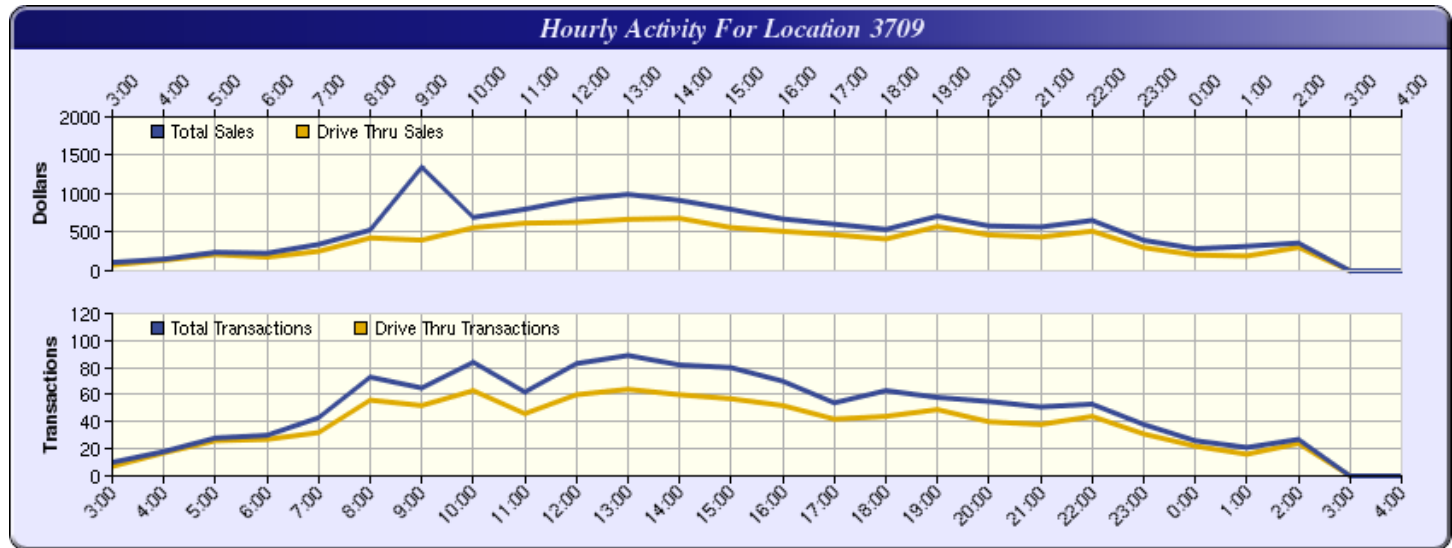
Hourly Details

TOTAL				COUNTER			DRIVE THRU		
End Time	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order
3:00	131.83	14	9.42	16.56	1	16.56	115.27	13	8.87
4:00	127.61	13	9.82	42.46	1	42.46	85.15	12	7.10
5:00	201.07	24	8.38	17.38	1	17.38	183.69	23	7.99
6:00	137.20	21	6.53	16.47	2	8.23	120.73	19	6.35
7:00	417.16	63	6.62	52.27	12	4.36	364.89	51	7.15
8:00	547.14	61	8.97	53.91	9	5.99	493.23	52	9.49
9:00	670.94	90	7.45	133.98	23	5.83	536.96	67	8.01
10:00	732.03	80	9.15	267.51	25	10.70	464.52	55	8.45
11:00	806.38	76	10.61	184.08	21	8.77	622.30	55	11.31
12:00	982.58	86	11.43	210.48	17	12.38	772.10	69	11.19
13:00	978.08	88	11.11	188.82	21	8.99	789.26	67	11.78
14:00	961.24	93	10.34	290.47	28	10.37	670.77	65	10.32
15:00	891.11	94	9.48	217.26	22	9.88	673.85	72	9.36
16:00	645.14	76	8.49	112.59	14	8.04	532.55	62	8.59
17:00	740.59	70	10.58	118.78	15	7.92	621.81	55	11.31
18:00	666.78	67	9.95	120.33	10	12.03	546.45	57	9.59
19:00	797.08	75	10.63	268.89	21	12.80	528.19	54	9.78
20:00	758.76	68	11.16	177.39	15	11.83	581.37	53	10.97
21:00	488.86	42	11.64	55.41	4	13.85	433.45	38	11.41
22:00	415.67	40	10.39	86.34	8	10.79	329.33	32	10.29
23:00	429.54	39	11.01	119.27	7	17.04	310.27	32	9.70
0:00	330.59	30	11.02	81.84	3	27.28	248.75	27	9.21
1:00	358.49	25	14.34	123.98	8	15.50	234.51	17	13.79
2:00	483.61	31	15.60	222.24	8	27.78	261.37	23	11.36
3:00	56.95	4	14.24	25.20	2	12.60	31.75	2	15.88
4:00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

[Return To Full View](#)

Time Period: TO:

Location:

Resolution:


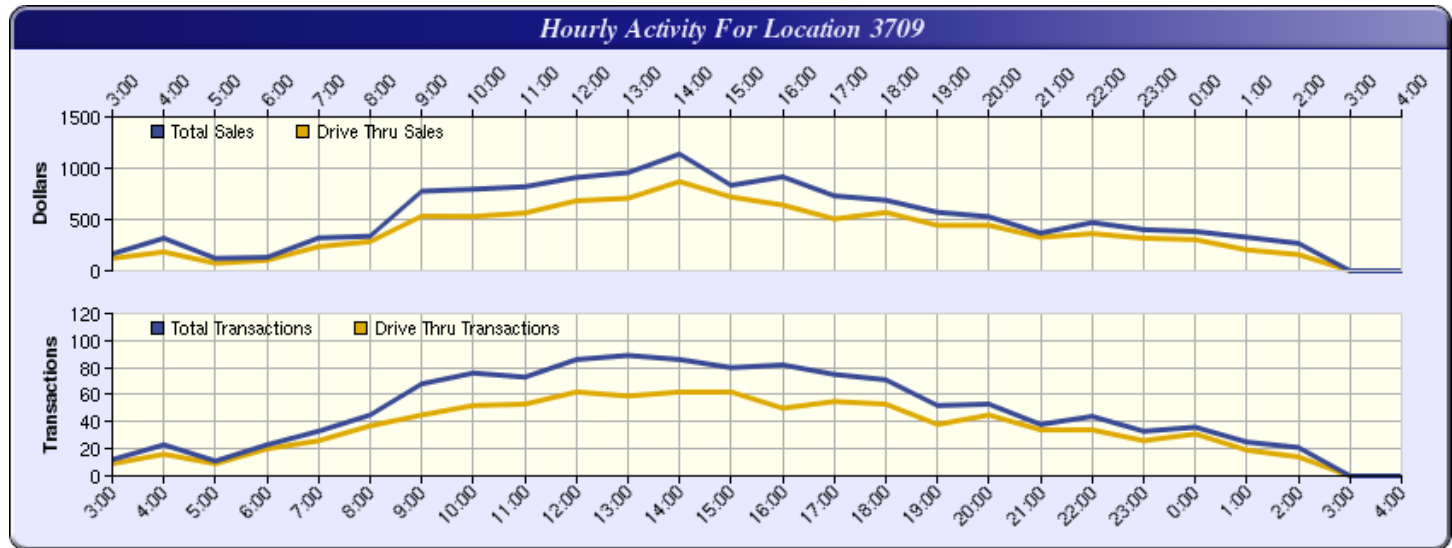
Hourly Details

TOTAL				COUNTER			DRIVE THRU		
End Time	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order
3:00	108.29	10	10.83	32.82	3	10.94	75.47	7	10.78
4:00	151.25	18	8.40	14.44	1	14.44	136.81	17	8.05
5:00	239.47	28	8.55	27.63	2	13.82	211.84	26	8.15
6:00	228.63	30	7.62	51.67	3	17.22	176.96	27	6.55
7:00	343.25	43	7.98	90.22	11	8.20	253.03	32	7.91
8:00	529.28	73	7.25	102.06	17	6.00	427.22	56	7.63
9:00	1,346.43	65	20.71	947.55	13	72.89	398.88	52	7.67
10:00	694.97	84	8.27	134.46	21	6.40	560.51	63	8.90
11:00	800.07	62	12.90	181.21	16	11.33	618.86	46	13.45
12:00	927.52	83	11.17	297.26	23	12.92	630.26	60	10.50
13:00	993.41	89	11.16	324.55	25	12.98	668.86	64	10.45
14:00	915.24	82	11.16	233.39	22	10.61	681.85	60	11.36
15:00	798.37	80	9.98	236.61	23	10.29	561.76	57	9.86
16:00	673.58	70	9.62	160.16	18	8.90	513.42	52	9.87
17:00	606.99	54	11.24	138.28	12	11.52	468.71	42	11.16
18:00	537.89	63	8.54	124.72	19	6.56	413.17	44	9.39
19:00	708.39	58	12.21	133.50	9	14.83	574.89	49	11.73
20:00	583.03	55	10.60	116.74	15	7.78	466.29	40	11.66
21:00	568.63	51	11.15	130.21	13	10.02	438.42	38	11.54
22:00	654.49	53	12.35	139.89	9	15.54	514.60	44	11.70
23:00	396.09	38	10.42	94.75	7	13.54	301.34	31	9.72
0:00	287.07	26	11.04	82.45	4	20.61	204.62	22	9.30
1:00	317.96	21	15.14	125.97	5	25.19	191.99	16	12.00
2:00	361.17	27	13.38	57.22	3	19.07	303.95	24	12.66
3:00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
4:00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

[Return To Full View](#)

Time Period:

Location:

Resolution:


Hourly Details

End Time	TOTAL			COUNTER			DRIVE THRU		
	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order	Sales \$	Trans	Avg. Order
3:00	165.19	12	13.77	43.85	3	14.62	121.34	9	13.48
4:00	317.28	23	13.79	133.72	7	19.10	183.56	16	11.47
5:00	121.09	11	11.01	47.80	2	23.90	73.29	9	8.14
6:00	130.52	23	5.67	27.63	3	9.21	102.89	20	5.14
7:00	320.15	33	9.70	84.46	7	12.07	235.69	26	9.07
8:00	337.52	45	7.50	52.78	8	6.60	284.74	37	7.70
9:00	775.59	68	11.41	242.60	23	10.55	532.99	45	11.84
10:00	795.18	76	10.46	265.66	24	11.07	529.52	52	10.18
11:00	819.34	73	11.22	256.39	20	12.82	562.95	53	10.62
12:00	910.17	86	10.58	227.34	24	9.47	682.83	62	11.01
13:00	956.66	89	10.75	249.30	30	8.31	707.36	59	11.99
14:00	1,138.08	86	13.23	268.84	24	11.20	869.24	62	14.02
15:00	833.40	80	10.42	114.19	18	6.34	719.21	62	11.60
16:00	916.25	82	11.17	275.45	32	8.61	640.80	50	12.82
17:00	730.63	75	9.74	224.92	20	11.25	505.71	55	9.19
18:00	688.12	71	9.69	119.21	18	6.62	568.91	53	10.73
19:00	570.64	52	10.97	127.65	14	9.12	442.99	38	11.66
20:00	526.80	53	9.94	83.57	8	10.45	443.23	45	9.85
21:00	367.16	38	9.66	40.62	4	10.16	326.54	34	9.60
22:00	470.62	44	10.70	107.95	10	10.80	362.67	34	10.67
23:00	401.13	33	12.16	83.52	7	11.93	317.61	26	12.22
0:00	382.83	36	10.63	79.65	5	15.93	303.18	31	9.78
1:00	326.33	25	13.05	122.78	6	20.46	203.55	19	10.71
2:00	267.79	21	12.75	110.05	7	15.72	157.74	14	11.27
3:00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
4:00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Attachment B
Summary Data Table

Location:	505 Serramonte Blvd		Date:	5/15/2021
City:	Daly City		Day:	Saturday
Time	McDonalds Parking Lot			
Space Type	Regular	HC/ADA	Drive Thru Mobile Order	Total
Spaces	43	2	4	49
12:45 PM	15	1	1	17
1:00 PM	18	1	0	19
1:15 PM	15	0	2	17
1:30 PM	16	0	3	19
1:45 PM	13	1	0	14
2:00 PM	14	0	0	14
2:15 PM	12	0	0	12
2:30 PM	19	0	3	22
2:45 PM	15	1	2	18
3:00 PM	18	2	0	20

Time	120 Harding Blvd			3994 Foothills Blvd			7850 Lichen Dr			1721 Howe Ave		
	Occupied Spaces: Regular and Compact	Occupied Spaces: Regular, Compact, and HC	Occupied Spaces: Regular, Compact, and HC (% Occupied)	Occupied Spaces: Regular	Occupied Spaces: Regular + HC	Occupied Spaces: Regular + HC (% Occupied)	Occupied Spaces: Regular	Occupied Spaces: Regular + HC	Occupied Spaces: Regular + HC (% Occupied)	Occupied Spaces: Regular	Occupied Spaces: Regular + HC	Occupied Spaces: Regular + HC (% Occupied)
06:00 AM	2	2	3%	9	9	16%	1	1	3%	8	8	14%
06:15 AM	8	8	13%	10	10	17%	2	2	6%	9	9	16%
06:30 AM	9	9	15%	14	14	24%	1	2	6%	8	8	14%
06:45 AM	10	10	17%	14	14	24%	2	2	6%	7	7	12%
07:00 AM	11	12	20%	13	13	22%	4	5	16%	14	14	24%
07:15 AM	15	16	27%	10	11	19%	4	5	16%	18	18	31%
07:30 AM	12	13	22%	13	14	24%	6	7	22%	15	15	26%
07:45 AM	12	13	22%	13	13	22%	6	7	22%	20	20	34%
08:00 AM	17	18	30%	18	18	31%	8	9	28%	20	21	36%
08:15 AM	17	18	30%	17	17	29%	8	10	31%	23	24	41%
08:30 AM	13	13	22%	15	15	26%	7	9	28%	27	27	47%
08:45 AM	14	14	23%	12	12	21%	9	10	31%	25	27	47%
09:00 AM	15	15	25%	17	17	29%	9	10	31%	27	29	50%
09:15 AM	11	11	18%	16	17	29%	8	9	28%	26	27	47%
09:30 AM	11	11	18%	18	19	33%	8	9	28%	26	28	48%
09:45 AM	12	12	20%	15	16	28%	7	8	25%	25	28	48%
10:00 AM	13	13	22%	24	24	41%	10	10	31%	24	25	43%
10:15 AM	16	16	27%	23	23	40%	7	8	25%	22	22	38%
10:30 AM	22	23	38%	18	19	33%	7	8	25%	29	29	50%
10:45 AM	19	21	35%	18	19	33%	6	6	19%	30	30	52%
11:00 AM	14	14	23%	22	23	40%	7	7	22%	31	31	53%
11:15 AM	17	17	28%	19	19	33%	11	11	34%	27	27	47%
11:30 AM	12	12	20%	18	19	33%	10	10	31%	26	26	45%
11:45 AM	14	16	27%	19	19	33%	12	12	38%	36	39	67%
12:00 PM	18	18	30%	24	26	45%	13	13	41%	35	38	66%
12:15 PM	22	22	37%	23	25	43%	11	12	38%	40	42	72%
12:30 PM	20	20	33%	22	24	41%	11	13	41%	33	35	60%
12:45 PM	18	19	32%	21	23	40%	13	15	47%	30	32	55%
01:00 PM	17	17	28%	23	24	41%	10	11	34%	30	32	55%
01:15 PM	15	15	25%	20	20	34%	9	9	28%	27	27	47%
01:30 PM	20	20	33%	21	22	38%	10	10	31%	27	28	48%
01:45 PM	20	20	33%	19	19	33%	8	8	25%	29	32	55%
Inventory	57	60	-	55	58	-	30	32	-	53	58	-

Attachment C
Drive-thru Queue Data

Locations:	505 Serramonte Blvd	Date:	5/15/2021
City:	Daly City	Day:	Saturday
Time	McDonalds Drive-Thru		
	Max Queue	# vehicles in street	
12:45 PM	10	1	
1:00 PM	3	0	
1:15 PM	7	1	
1:30 PM	9	1	
1:45 PM	5	0	
2:00 PM	6	0	
2:15 PM	6	0	
2:30 PM	9	2	
2:45 PM	10	1	
3:00 PM	5	0	
Maximum	10	2	
Average	7		

Time	120 Harding Blvd Drive Thru Queue (single)	3994 Foothills Blvd Drive Thru Queue (dual)	7850 Lichen Dr Drive Thru Queue (dual)	1721 Howe Ave Drive Thru Queue (dual)
06:00 AM	1	1	1	6
06:15 AM	2	2	3	3
06:30 AM	3	1	6	6
06:45 AM	1	3	6	11
07:00 AM	5	4	3	10
07:15 AM	4	6	5	6
07:30 AM	1	7	3	11
07:45 AM	5	6	10	10
08:00 AM	3	1	7	8
08:15 AM	2	7	0	12
08:30 AM	4	9	11	12
08:45 AM	3	10	5	7
09:00 AM	0	6	3	9
09:15 AM	1	4	7	6
09:30 AM	2	3	4	6
09:45 AM	2	1	3	13
10:00 AM	3	2	9	8
10:15 AM	2	1	3	7
10:30 AM	2	5	2	9
10:45 AM	5	4	2	11
11:00 AM	6	1	2	12
11:15 AM	10	8	2	7
11:30 AM	10	4	3	6
11:45 AM	7	1	11	12
12:00 PM	7	2	10	17
12:15 PM	13	4	7	16
12:30 PM	8	10	3	13
12:45 PM	5	11	4	12
01:00 PM	7	5	12	8
01:15 PM	3	8	2	13
01:30 PM	2	11	9	10
01:45 PM	12	4	0	7



City Council Agenda Report

Item # _____

Meeting Date: September 13, 2021

Subject: Appropriate Funds from Motor Vehicle Replacement Fund and Award a Purchase Contract for One (1) Vac-Con Combination Sewer/Storm Cleaner

Recommended Action

Staff recommends the City Council appropriate \$300,000 from Motor Vehicle Replacement fund and award a purchase contract to Municipal Maintenance Equipment (MME) for one (1) Vac-Con Combination Sewer/Storm Cleaner in the amount of \$578,448.01 including sales tax.

Background

Vac-Con has manufactured the last six (6) Combination Sewer/Storm Drain Cleaner units for the City. The four (4) Vac-Cons currently in service have proven to be very efficient and mechanically reliable. This purchase will continue the City's effort to standardize heavy duty equipment to improve efficiency of operation and ease of maintenance.

The purchase request was sent to Municipal Maintenance Equipment (MME) of Sacramento, and Sourcewell Cooperative Purchasing for standard equipment purchases. A cost summary of the proposals received are as follows:

Municipal Maintenance Equipment -	\$578,448.01
Sourcewell Cooperative Purchasing -	\$588,930.96

Municipal Maintenance Equipment (MME) of Northern California provided the lowest price. MME and Sourcewell Cooperative Purchasing are the only factory authorized Vac-Con Distributors in Northern California. Staff has successfully worked with MME in the past on several purchases and maintenance of equipment establishing a strong record of performance.

Discussion

Vac-Con units are critical to the maintenance response program of the North County Sanitation District. The Vac-Con will support the North County Sanitation District's effort to maintain sewer mains and clear sewer line blockages. The Vac-Con can also be used to assist with construction and repair of sewer lines, as it possesses vacuum-excavation capabilities, which allows crews to access pipe failures while safely navigating around underground utilities.

The new Vac-Con will add reliably to an important element of the day-to-day operation of the North County Sanitation District. The current Vac-Con that is due for replacement is twelve (12) years old, has accumulated 60,000 miles (all short trips within the City), and has experienced significant deterioration due to the salty climate in Daly City. This unit was scheduled to be replaced during the FY2020/2021 budget cycle; however, due to the COVID-19 pandemic and the efforts needed to finalize the equipment specification for the new unit, staff was unable to complete the approval

Authorize Appropriation of Funds from Motor Vehicle Replacement Fund and Award a Purchase Contract for One (1) Vac-Con Combination Sewer/Storm Cleaner
Meeting Date: September 13, 2021
Page 2 of 2

process prior to the end of the budget cycle. Therefore, staff is requesting City Council approve the appropriation of funds totaling \$300,000 from the Motor Vehicle Replacement Fund. This amount represents the unspent funds previously allocated for the Vac-Con purchase and returned to the Motor Vehicle Replacement Fund, on July 1, 2021.

This item is also being presented to the North San Mateo County Sanitation District Board on September 13, 2021, where staff is requesting approval to transfer \$278,500 for the purchase of the Vac-Con unit.

Fiscal Impact

The total cost of the Vac-Con is \$578,448.01. If the North San Mateo County Sanitation District Board approves the transfer of \$278,500 from North San Mateo County Sanitation District, and the City Council authorizes appropriation of \$300,000 from Motor Vehicle Replacement Fund, sufficient funds will then be available in account number 51-315-453-4558 for the purchase.

Summary/Conclusion

Staff recommends the City Council appropriate \$300,000 from Motor Vehicle Replacement fund and award a purchase contract to Municipal Maintenance Equipment (MME) for one (1) Vac-Con Combination Sewer/Storm Cleaner in the amount of \$578,448.01 including sales tax.

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

Respectfully submitted,



Jeffery W. Fornesi
Asst. to the Director of Public Works



Richard Chiu, Jr.
Director of Public Works



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 13, 2021

Subject: Construction of the Westlake Groundwater Storage and Recovery (GSR) Pump Station Modifications Project

Recommended Action

Authorize staff to execute a contract with Anderson Pacific Engineering Construction, Inc. for construction of the Westlake GSR Pump Station Modifications Project in an amount not to exceed \$3,680,000.

Background/Discussion

The GSR Project is a joint effort between SFPUC, Daly City, and other pumping agencies to increase the storage of groundwater in the Westside Basin Aquifer. The Westlake GSR Pump Station Modifications Project (Project) is one phase of the overall GSR that will allow Daly City to expand groundwater treatment and pumping at Westlake Pump Station. SFPUC is reimbursing Daly City for all costs associated with this construction contract. The Project was publicly noticed for a competitive bid and Anderson Pacific Engineering Construction, Inc. was the lowest and sole responsible bid. Their bid cost is \$3,345,000 and staff included a 10% contingency for a total Project construction cost of \$3,680,000. The bid documents are attached for reference.

Fiscal Impact

No fiscal impact from this action.

Summary/Conclusion

Authorize staff to execute a contract with Anderson Pacific Engineering Construction, Inc. for construction of the Westlake GSR Pump Station Modifications Project in an amount not to exceed \$3,680,000.

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

Respectfully submitted,

Thomas J. Piccolotti
Director of Water and Wastewater Resources

Greg Krauss
Chief of Operations

Bid Opening: Thursday, June 25, 2020
2:00 P.M.

Summary of Bids

Westlake Pump Station GSR Modifications Project

Name/City	Total Base Bid
Anderson Pacific Santa Clara, CA	\$ 3,375,000

SECTION 00300

BID SCHEDULE

(To Accompany Bid)

To:

Department of Water and Wastewater Resources
City of Daly City
153 Lake Merced Boulevard
Daly City, California 94015

Name of Bidder Anderson Pacific Engineering Construction, Inc.

Business Address 1390 Norman Avenue, Santa Clara CA 95054

The undersigned as Bidder declares that it has carefully examined the location of the proposed work, the Contract Documents, and the Plans and Specifications therein referred to, and the Bidder proposes and agrees if this Proposal is accepted, that it will contract with Daly City to provide all labor, materials, necessary machinery, tools, apparatus, and other means of construction and services, and do all the Work specified in the Contract in the manner and time hereinafter set forth required for the construction of the Work involved in the improvements designated as:

Westlake Pump Station GSR Modifications

ADDENDUM RECEIPT: The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. <u>1</u>	Dated <u>01/14/20</u>
Addendum No. <u>2</u>	Dated <u>02/27/20</u>
Addendum No. <u>3</u>	Dated <u>03/20/20</u>
<u>4</u>	<u>04/15/20</u>
Addendum No. <u>5</u>	Dated <u>05/27/20</u>
<u>6</u>	<u>06/24/20</u>

The Bidder proposes and agrees to contract with Daly City to perform all the above Work, including subsidiary obligations as defined in said Specifications for the following Bid Schedule:

BID SCHEDULE

Daly City

Bid Item	Qty.	Unit	Description	Unit Price	Extended Amount
1	1	LS	Construct Westlake Pump Station GSR Improvements	3,210,000	3,210,000
2	1	LS	Sheeting, Shoring, and Bracing	135,000	135,000
Total Base Bid		Item 1 through 2		\$	\$ 3,345,000

Total Bid Amount for Westlake Pump Station GSR Modifications, the summation of Bid Items 1 through 2, is three million three hundred forty five thousand and zero cents dollars (amount in words) \$ 3,345,000 (amount in numbers).

In submitting its Bid, the undersigned Bidder understands and agrees to the following:

Bid Schedule

- A) Each Bid Item above must be filled in and completed.
- B) The total Bid Amount is determined by the sum total of all Bid Item Extended Amounts in the Bid Schedule. The Bid Item Extended Amount is the product of the Quantity times the Unit Price.
- C) If award is made, it will be based on the lowest responsive, responsible Bid whose Total Bid Amount, including alternates, yields the lowest total Contract Price. Only one Contract will be awarded. No Bid Items will be excluded from the awarded Contract.

The undersigned has filled in all information required in this Bid Schedule and understands that failure to do so is grounds for rejecting the Bid by the City.

The Authority reserves the right to change, delete or add new work to the Contract as per the terms of the General Conditions of the Contract Documents.

The undersigned has checked carefully all the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this Proposal.

The undersigned understands that the Authority reserves the sole right to reject any or all Bids and to waive any informality in Bids received. Award will be made to the lowest responsible bidder as determined by the governing Commission of Authority.

This Proposal shall not be withdrawn within a period of seventy (70) days after the date set for the opening of bids.

Enclosed herewith is a (certified check, cashier's check, Proposal Guarantee Bond) for the sum of ten percent of total bid dollars (\$ 10%), being not less than ten (10) percent of the total amount of this Proposal and the undersigned agrees that, in case of its default in executing the Contract and providing the necessary bonds and insurance after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the City as liquidated damages without proof of loss within ten (10) days of notice of such default by the Authority. In the event Bidder provides the City with a Proposal Guaranty Bond, said Proposal Guaranty Bond shall be on the form provided in Section 00410, PROPOSAL GUARANTY BOND, and shall be issued by a corporate Surety authorized to conduct business in California. At its discretion, the City may request that a certified copy of the Certificate of Authority of the Surety issued by the Insurance Commissioner of the State of California be submitted by the Surety to the Authority. Likewise the Authority may also require the Surety to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the California Insurance Code. The Bond and the corporate Surety will be reviewed and subject to the approval of Authority's legal counsel.

In accordance with the Contract Documents, the undersigned further agrees to plan and prosecute the Work of the Project with such diligence that said Work shall be commenced within ten (10) days after the date established in the Notice to Proceed and shall be completed within the time specified in Section 00800-1.1, TIME ALLOWED FOR COMPLETION.

The undersigned agrees, if awarded the Contract, that said Bidder and all of said Bidder's subcontractors, shall pay to all laborers, workers and mechanics employed in the execution of the Contract not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the Work is to be performed, as determined by the Director of Industrial Relations in accordance with California Labor Code Section 1770, which schedule shall be available for review at City's principal office.

The Project is a public work. Therefore, the prime contractor and all subcontractors for the Project must be registered with the California Department of Industrial Relations pursuant to the provisions of Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any work under the Contract for the Project. A bid shall not be accepted nor any contract or subcontract be entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code

Section 1725.5. The undersigned Bidder hereby certifies that she/he/it is registered pursuant to that Section.

Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime contractor shall post jobsite notices as prescribed by regulation and the prime contractor and each subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as specified in said Section 1771.4. Pursuant to Labor Code Section 1773.3, the City shall provide notice to the Department of Industrial Relations of the award of the contract for the Project within five days of the award.

The representations made herein, including the Bidder's licensing and registration information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any bid not containing said licensing and registration information, or containing any information which is subsequently proven false, may be considered non-responsive, and may be rejected by Daly City.

Contractor: Anderson Pacific Engineering Construction, Inc.

(Print or Type Contractor's Legal Name)

Signature: 

Title: President

Date: 5/26/20

Contractor's License No. 245215

License Classification: A, B, C-10, HAZ

Expiration Date: 07/31/2020

Registration No. 1000000061

Address 1390 Norman Avenue

Santa Clara CA 95054

Telephone Number: 408-970-9900

Fax Number: 408-970-9975

**** END OF SECTION ****

SECTION 00400

BID BOND

10% OF THE AGGREGATE AMOUNT OF BID PROPOSED INCLUDING ALL BID SCHEDULES

KNOW ALL PERSONS BY THESE PRESENTS: That we, Anderson Pacific Engineering Construction, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto THE CITY OF DALY CITY ("City"), in the sum of 10% of Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a bid for the work described as follows: Westlake Pump Station GSR Modification

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form in accordance with the Bid within ten (10) days after the same is awarded to the Principal.
- (2) File two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
- (3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within 60 days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, then Principal shall pay to the City an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which the City procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

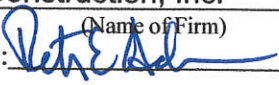
In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorneys' fees and costs incurred by the City in such suit.

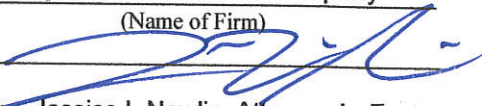
IN WITNESS WHEREOF, we have hereunto set our hands this day of June 24, 2020.

Anderson Pacific Engineering

Principal: Construction, Inc.

Surety: Liberty Mutual Insurance Company

By: 
(Name of Firm)

By: 
(Name of Firm)

Title: President

Title: Jessica L Nowlin, Attorney-In-Fact

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

END OF SECTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

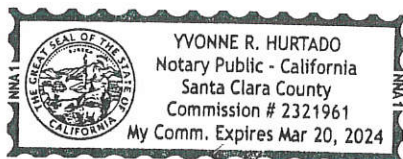
State of California

County of Santa Clara }

On 6/25/2020 before me, Yvonne R. Hurtado, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Peter E. Anderson
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Yvonne R. Hurtado
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

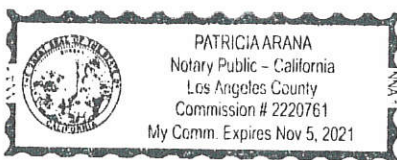
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of San Francisco)

On JUN 24 2020, before me, Patricia Arana, Notary Public, personally appeared Jessica L. Nowlin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

Signature: 
Patricia Arana, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197133-985582**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John T. Lettieri; John D. Gilliland; Jessica L. Nowlin; William Phillips, Jr.

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUN 24 2020 day of JUN 24 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00450

BIDDER QUALIFICATIONS FORM

(This Questionnaire must be submitted within one business day after the Bid Opening)

NAME OF PROJECT: Westlake Pump Station GRS Modifications

NAME OF FIRM: Anderson Pacific Engineering Construction, Inc.

ADDRESS: 1390 Norman Avenue TELEPHONE NO. 408-970-9900
Santa Clara CA 95054

DATE FIRM ESTABLISHED: 04/11/1986

CONTRACTOR'S LICENSE NUMBER: 245215 CLASS: A, B, C-10, HAZ

LICENSEE'S NAME: Peter E. Anderson LICENSE EXPIRATION DATE:

TITLE: President 07/31/2020

DURING THE PAST FIVE (5) YEARS:

HAS YOUR FIRM BEEN DENIED BONDING? Yes, X No

HAS YOUR FIRM BEEN DENIED INSURANCE COVERAGE? Yes, X No

HAVE THERE BEEN ANY JUDGEMENTS AGAINST YOUR FIRM? Yes, X No

HAVE THERE BEEN ANY MECHANICS' LIEN AGAINST YOUR FIRM? Yes, X No

HAS YOUR FIRM PAID ANY LIQUIDATED DAMAGES? Yes, X No

HAS YOUR FIRM EXPERIENCED ANY LABOR PROBLEMS REGARDING
WAGES OR OTHER ISSUES? Yes, X No

IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE EXPLAIN:

CONSTRUCTION MANAGEMENT TEAM TO WORK ON PROJECT:

	<u>NAME</u>	<u>YEARS OF RELATED EXPERIENCE</u>	<u>YEARS WITH FIRM</u>
CONTRACT ADMINISTRATOR:	<u>Peter E. Anderson</u>	<u>37+</u>	<u>22+</u>
FOREMAN:	<u>Mike Gossett</u>	<u>20+</u>	<u>16+</u>
OTHERS:	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>

PREVIOUS JOBS FOR CITY OF DALY CITY: X YES, NO

SIMILAR WORK PERFORMED WITHIN THE LAST FIVE YEARS (BEGIN WITH THE MOST RECENT PROJECTS):

1. PROJECT DESCRIPTION: Matadero Creek Storm Water Pump Station Improvement Project

Improvements included replacement of the existing electrical building, pumps and motors, standby generator and fuel tank. Replacement of motor control centers and control instrumentation.

TOTAL CONTRACT (\$): 6,368,044 PERCENT RESPONSIBLE: >50%

DID YOUR CONTRACT WORK INCLUDE:

CONTROL OF PUBLIC TRAFFIC? X YES, NO

WORK ON PUBLIC STREET/PROPERTY? X YES, NO

PUBLIC NOTIFICATIONS/COORDINATION? X YES, NO

WAS THE WORK COMPLETED WITHIN SPECIFIED TIME? YES, X NO

CLIENT'S REFERENCE: City of Palo Alto, Joe Teresi

TELEPHONE NO. 650-329-2271

COMMENTS: Change Orders extending original completion time.

Work will include the following; Rehabilitation and upgrade to the Spyglass Pump Station including replacement of key components. Installation of a new replacement discharge force main along a different alignment than the existing one. New electrical power and control, standby generators. Bypass pumping, paving, grading, and miscellaneous site improvements.

PERCENT RESPONSIBLE: >50%

WAS THE WORK COMPLETED WITHIN SPECIFIED TIME? X YES, NO

TELEPHONE NO. 650-616-7065

COMMENTS: _____

Demolition of existing piping, valves, pump, grinders, HVAC ductwork, fans odor control systems, electrical and instrumentation standby generators, and miscellaneous appurtenances. Installation of new grit boxes, replacement of piping, valves, pumps, grinders standby generators, HVAC systems, odor control systems, electrical and instrumentation, and associated appurtenances. Coating of concrete in grit boxes and wetwell areas with resin-based mortar lining system at both pump stations and painting all other interior concrete surfaces at pump station 12. Groundwater dewatering is expected for construction the grit boxes, and flow blockage and bypass pump is required at both pump stations.

PERCENT RESPONSIBLE: >50%

PUBLIC NOTIFICATIONS/COORDINATION? _____ YES, ☒ NO

CLIENT'S REFERENCE: Sanitary District No. 1 of Marina County, Jim Smith P.E

TELEPHONE NO. 415-529-2949

COMMENTS: _____

4. PROJECT DESCRIPTION: Storm Pump Station No. 1 Rehabilitation

Upgrading the pump station structure with additional wall anchors and continuous diaphragm cross ties, adding grip surfacing on all stair treads, installing of fencing to prevent access to the site from the San Francisco Bay Trail, installing additional security lighting around the pump station building, installing flow meters in the above ground section of the discharge piping, replacing aging and degraded discharge piping with each of the 3 new pipes, and replacing the manual inlet bar screen.

TOTAL CONTRACT (\$): \$1,814,662

PERCENT RESPONSIBLE: >50%

DID YOUR CONTRACT WORK INCLUDE:

CONTROL OF PUBLIC TRAFFIC?

X YES, _____ NO

WORK ON PUBLIC STREET/PROPERTY?

X YES, _____ NO

PUBLIC NOTIFICATIONS/COORDINATION?

X YES, _____ NO

WAS THE WORK COMPLETED WITHIN SPECIFIED TIME?

X YES, _____ NO

CLIENT'S REFERENCE: City of Sunnyvale, Jeremy Leung

TELEPHONE NO. 408-730-7632

COMMENTS: _____

FORM PREPARED BY: Anderson Pacific Engineering
Construction, Inc.

Name



Signature

President

Title

END OF SECTION

DESIGNATION OF SUBCONTRACTOR PARTICIPATION

Complete and submit Form 00470(2) as part of the Bid Proposal.
Incomplete information may disqualify the Bid Proposal.

The *Designation of Subcontractor Participation* -- Form 00470(2) is designed to comply with the following:

Public Contract Code of the State of California Section 4100-4108

1. Each bidder shall set forth in the appropriate areas of the *Designation of Subcontractor Participation* form:
 - (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, in an amount in excess of 1/2 of one percent of the Contractor's total bid.

In the case of construction of streets and highways only, information must be provided for each subcontractor, manufacturer, or supplier who will perform work or labor in excess of 1/2 of one percent of the Contractor's total bid, or \$10,000, whichever is greater.
 - (b) The portion of the work which will be done by each such subcontractor.
2. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of 1/2 of one percent of the Contractor's total bid, the Contractor contends that he or she is fully qualified to perform that portion of the work, and shall perform that portion himself or herself.
3. The Contractor shall not substitute any other subcontractor for any subcontractor listed in the original bid except when the awarding authority consents in any of the following situations.
 - (a) When listed subcontractor, after reasonable opportunity, fails or refuses to execute written contract based on general terms, conditions, plans and specifications of project.
 - (b) When listed subcontractor becomes bankrupt or insolvent.
 - (c) When listed subcontractor fails or refuses to perform.
 - (d) When listed subcontractor fails or refuses to meet bond requirements set by general contractor.
 - (e) When general contractor demonstrates that subcontractor's name was listed as a result of inadvertent clerical error.
 - (f) When listed subcontractor is not properly licensed under Contractors License Law.
 - (g) When the awarding authority determines that work performed by listed subcontractor is substantially unsatisfactory and not in substantial accordance with plans and specifications.
 - (h) When awarding authority determines that subcontractor is substantially delaying or disrupting progress of work.
4. Subletting or subcontracting of any portion of the work in excess of 1/2 of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.
5. If the Contractor violates any of the provisions of said Section 4100-4108, inclusive, of said Public Contract Code, or any amendments thereof, he violates his contract and the awarding authority, at its option and upon its own discretion, may cancel the contract. After any such violation, the Contractor may be penalized to the extent not to exceed ten (10) percent of the amount of the subcontract involved.

DESIGNATION OF SUBCONTRACTOR PARTICIPATION

1	2	3	4	5
*NAME OF SUBCONTRACTOR	*SUBCONTRACTOR'S BUSINESS LOCATION	DESCRIPTION OF WORK OR SERVICE TO BE PROVIDED	AMOUNT OF WORK/SERVICE \$	CALIFORNIA STATE CONTRACTOR LICENSE NO.
HSQ	Hayward, California	Scada, Instruments & panel	\$409,780	378393 DIR 00050816
MCR Rebar	Livermore, CA	Rebar	\$39,685	DIR 000002302 273978
Attornat ylt	Markets, CA ylt	Painting ylt	ylt 48,555	DIR 1000013795 886430 ylt
James Long Construction	Sacramento, CA	HVAC	\$118,900	DIR 1000000665 821827
Capner Stone masonry	Salinas, CA	Masonry	\$24,665	DIR 1000027727 692989
Redwood Red Painting	Pittsburg, CA	Painting	\$31,200	302617 DIR 1000005253

* Information required under columns 1 and 2 must be included in the bid proposal at the time of opening, the remaining information must be provided within twenty-four (24) hours, as required by California Public Contract Code Section 4104.

Westlake Pump Station GSR Modification
 PROJECT NAME
 Anderson Pacific Engineering Construction, Inc.
 CONSTRUCTION COMPANY NAME

Beta E. Adams 5/26/20
BIDDER'S SIGNATURE DATE

00470-3

WESTLAKE PUMP STATION GRS MODIFICATIONS
LIST OF SUBCONTRACTORS, MANUFACTURERS, AND SUPPLIER

1	2	3	4	5
*NAME OF SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER	* SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER BUSINESS LOCATION	DESCRIPTION OF WORK OR SERVICE TO BE PROVIDED	\$ AMOUNT OF WORK, SERVICE OR EQUIPMENT	IF APPLICABLE, CALIFORNIA STATE CONTRACTOR LICENSE NO.
HSQ	Hayward, California	SCADA, Instruments Control Panel	\$409,780	378393
Pace Supply	Santa Rosa, CA	Goulds Pump	\$1,038	not Applicable
Hopkin Technical Products	Brentwood, CA	Prominent Pump Stds, Snyder Tanks	\$195,000	962690 Dr 1000539623
CapFlo waterworks	Sacramento, CA	Piping	\$90,000	Not Applicable

* Information required under columns 1, 2, and 3 must be included in the bid proposal at the time of opening, the remaining information must be provided within twenty-four (24) hours, as required by California Public Contract Code Section 4104.

WESTLAKE PS GSR MODIFICATIONS
Anderson Pacific Engineering Construction, Inc.



Peter E. Anderson, President

BIDDER'S SIGNATURE

5/26/20

DATE

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

Page 215 of 241

ADDENDUM 1

CONTRACT BID DOCUMENTS FOR

WESTLAKE PUMP STATION GSR MODIFICATIONS

IN AND FOR THE CITY OF DALY CITY

SAN MATEO COUNTY, CALIFORNIA

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates to the bid proposal and the work changes affected by this Addendum.

In the event of conflict between plans and specifications and this addendum, the addendum shall take precedence. Any modifications necessary to incorporate the revisions shall be included in the appropriate bid prices.

No bid will be accepted without the inclusion of this addendum with the proposal.

Addendum 1
WESTLAKE PUMP STATION GSR MODIFICATIONS
January 14, 2020

The bid documents are hereby corrected, modified, and/or amended in the following manner:

- 1. Delete Specification 00200 and replace it with the attached revised section.**

Please contact Joshua Cosgrove, Plant and Equipment Maintenance Manager, Department of Water and Wastewater Resources, (650) 991-8200, Fax (650) 991-8293 for any questions you may have.

CITY OF DALY CITY

Joshua Cosgrove
Plant and Equipment Maintenance Manager
Department of Water and Wastewater Resources

ADDENDUM 2

CONTRACT BID DOCUMENTS FOR

WESTLAKE PUMP STATION GSR MODIFICATIONS

IN AND FOR THE CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates to the bid proposal and the work changes affected by this Addendum.

In the event of conflict between plans and specifications and this addendum, the addendum shall take precedence. Any modifications necessary to incorporate the revisions shall be included in the appropriate bid prices.

No bid will be accepted without the inclusion of this addendum with the proposal.

Addendum 2
WESTLAKE PUMP STATION GSR MODIFICATIONS
February 27, 2020

The bid documents are hereby corrected, modified, and/or amended in the following manner:

1. **Delete Specification 00200 and replace it with the attached revised section.**

Please contact Joshua Cosgrove, Plant and Equipment Maintenance Manager, Department of Water and Wastewater Resources, (650) 991-8200, Fax (650) 991-8293 for any questions you may have.

CITY OF DALY CITY

Joshua Cosgrove
Plant and Equipment Maintenance Manager
Department of Water and Wastewater Resources

ADDENDUM 3

CONTRACT BID DOCUMENTS FOR

WESTLAKE PUMP STATION GSR MODIFICATIONS

IN AND FOR THE CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates to the bid proposal and the work changes affected by this Addendum.

In the event of conflict between plans and specifications and this addendum, the addendum shall take precedence. Any modifications necessary to incorporate the revisions shall be included in the appropriate bid prices.

No bid will be accepted without the inclusion of this addendum with the proposal.

Addendum 3
WESTLAKE PUMP STATION GSR MODIFICATIONS
March 20, 2020

The bid documents are hereby corrected, modified, and/or amended in the following manner:

- 1. Delete Specification 00200 and replace it with the attached revised section.**

Please contact Joshua Cosgrove, Plant and Equipment Maintenance Manager, Department of Water and Wastewater Resources, (650) 991-8200, Fax (650) 991-8293 for any questions you may have.

CITY OF DALY CITY

Joshua Cosgrove
Plant and Equipment Maintenance Manager
Department of Water and Wastewater Resources

ADDENDUM 4

CONTRACT BID DOCUMENTS FOR

WESTLAKE PUMP STATION GSR MODIFICATIONS

IN AND FOR THE CITY OF DALY CITY

SAN MATEO COUNTY, CALIFORNIA

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates to the bid proposal and the work changes affected by this Addendum.

In the event of conflict between plans and specifications and this addendum, the addendum shall take precedence. Any modifications necessary to incorporate the revisions shall be included in the appropriate bid prices.

No bid will be accepted without the inclusion of this addendum with the proposal.

Addendum 4
WESTLAKE PUMP STATION GSR MODIFICATIONS
April 15, 2020

The bid documents are hereby corrected, modified, and/or amended in the following manner:

Specifications

1. Replace the original Specification 00020 with attached Section 00020.
2. Replace the original Specification 00100 with attached Section 00100.
3. Replace the original Specification 00470 with attached Section 00470.
4. Replace the original Specification 00800 with attached Section 00800.
5. Replace the original Specification 09900 with attached Section 09900.
6. Replace the original Specification 15050 with attached Section 15050.
7. Delete Section 15073.

Drawings

1. On Drawing A-101, demolish and remove Door No. 5.
2. On Drawing M-101 change Note 2 to read:
ALL 2" AND SMALLER PIPE SHALL BE THREADED SCH. 80 PVC EXCEPT THAT PIPE THROUGH ANY WALL PENETRATION SHALL BE SCH. 40 TYPE 316 SST. FOR ALL PIPE 3" AND LARGER WITHIN THE VAULT, USE WELDED STEEL, INSIDE WETTED SURFACE SANDBLASTED, FUSION-BONDED EPOXY LINED AND COATED TO AWWA C-213 AND NSF-61 SPECIFICATIONS. EXTERIOR FINISH COAT SHALL BE BLUE ENAMEL.
3. On Drawing M-102 change Note 2 to read: ALL 2" AND SMALLER PIPE SHALL BE THREADED SCH. 80 PVC EXCEPT THAT PIPE THROUGH ANY WALL PENETRATION SHALL BE SCH. 40 TYPE 316 SST. FOR ALL PIPE 3" AND LARGER WITHIN THE VAULT, USE WELDED STEEL, INSIDE WETTED SURFACE SANDBLASTED, FUSION-BONDED EPOXY LINED AND COATED TO AWWA C-213 AND NSF-61 SPECIFICATIONS. EXTERIOR FINISH COAT SHALL BE BLUE ENAMEL.
4. For the vault sumps for METER VAULT 1 (M-101) AND METER VAULT 2 (M-102), PROVIDE WELDED STEEL GRATING USING 1/4" BY 3/4" BAR STOCK ON EDGE, SET ~3/4" O.C. WITH FULL PERIMETER SUPPORT. PROVIDE OPENINGS FOR PIPE AND POWER CABLE

Addendum 4
WESTLAKE PUMP STATION GSR MODIFICATIONS
April 15, 2020

PENETRATIONS. HOT-DIP GALVANIZE AFTER FABRICATION. SUPPORT ALL AROUND WITH 1/4" BY 1" BY 1" HOT-DIPPED GALVANIZED ANGLE STEEL SECURED WITH 3" NELSON STUDS, TWO PER SIDE.

5. Replace existing Drawings C-101, C-103, P-107, M-103, and M-104 with attached revised drawings.
6. For the revised Drawing C-101 change KEY NOTE 12 to read: FOR ALL BURIED PRESSURE PIPE MECHANICALLY RESTRAIN ALL JOINTS AND INSTALL THRUST BLOCKS WHERE SUFFICIENT UNDISTURBED SOIL IS AVAILABLE.
7. For the revised Drawing C-101, for the CHEMICAL UNLOADING AREA the 4" D, the 4" valve shall be installed per Detail B/C-001 using the "SHALLOW BURIAL" detail. The 4" D shall have a pee trap downstream of the 4" valve.
8. For revised Drawing C-101, for DETAIL A BLOW-OFF STRUCTURE AIR GAP, where the 6"W exits the ground, 6" above grade, add a flange joint for the transition from buried DIP to above-grade STEEL PIPE.
9. For revised Drawing C-103, delete the word "STEEL" from Details B/C-101 D/C-101.
10. Add new attached Drawing M-104a.

For Bidder information only, Attachment 4A lists questions received by the City to date and summary responses.

Please contact Joshua Cosgrove, Plant and Equipment Maintenance Manager, Department of Water and Wastewater Resources, (650) 991-8200, Fax (650) 991-8293 for any questions you may have.

CITY OF DALY CITY

Joshua Cosgrove
Plant and Equipment Maintenance Manager
Department of Water and Wastewater Resources

ADDENDUM 5

CONTRACT BID DOCUMENTS FOR

WESTLAKE PUMP STATION GSR MODIFICATIONS

IN AND FOR THE CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates to the bid proposal and the work changes affected by this Addendum.

In the event of conflict between plans and specifications and this addendum, the addendum shall take precedence. Any modifications necessary to incorporate the revisions shall be included in the appropriate bid prices.

No bid will be accepted without the inclusion of this addendum with the proposal.

Addendum 5
WESTLAKE PUMP STATION GSR MODIFICATIONS
May 27, 2020

The bid documents are hereby corrected, modified, and/or amended in the following manner:

Specifications

1. Replace the original Specification 17000 with attached Section 17000.
2. Replace the original Specification 17200 with attached Section 17200.

Drawings

1. Drawing H-102, delete Note 2 and replace it with:
Note 2. "provide a removable in-line air filter on the suction side of the supply fan housings for SF-101, SF-201, and SF-301."

For Bidder information only, Attachment 5A lists questions received by the City to date and summary responses.

Please contact Joshua Cosgrove, Plant and Equipment Maintenance Manager, Department of Water and Wastewater Resources, (650) 991-8200, Fax (650) 991-8293 for any questions you may have.

CITY OF DALY CITY

Joshua Cosgrove
Plant and Equipment Maintenance Manager
Department of Water and Wastewater Resources

ADDENDUM 6

CONTRACT BID DOCUMENTS FOR

WESTLAKE PUMP STATION GSR MODIFICATIONS

IN AND FOR THE CITY OF DALY CITY

SAN MATEO COUNTY, CALIFORNIA

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bidder(s) shall notify all affected subcontractors, material suppliers, and others to incorporate necessary cost updates to the bid proposal and the work changes affected by this Addendum.

In the event of conflict between plans and specifications and this addendum, the addendum shall take precedence. Any modifications necessary to incorporate the revisions shall be included in the appropriate bid prices.

No bid will be accepted without the inclusion of this addendum with the proposal.

Addendum 6
WESTLAKE PUMP STATION GSR MODIFICATIONS
June 24, 2020

The bid documents are hereby corrected, modified, and/or amended in the following manner:

Bidding Procedure Clarification

The City provides the following clarification for bid submittal and bid opening:

1. Per the City's standard procedure, the City Clerk will accept mailed bids received.
2. Prior to the posted opening time, the bidders may reach out to Joshua Cosgrove (cell: (650) 740-2574) and arrange a time to hand deliver a sealed bid to him. He will present said bid to the City Clerk for opening with other bids.
3. Prior to the posted opening time, the bidders may reach out to Joshua Cosgrove (cell: (650) 740-2574) and arrange a time to hand deliver a sealed bid to the City Clerk at City Hall.
4. Starting at 1:30 p.m. on June 25, 2020, Joshua Cosgrove will be outside City Hall (northwest entrance, at the foot of the long concrete stairs) where he will accept hand-delivered sealed bids which he will deliver to the City Clerk.

Control Strategy

With this addendum the City issues a Memorandum prepared by Brown and Caldwell for HSQ to use in SCADA programming describing the control strategy for the system modifications. A copy of the Memorandum accompanies this addendum (see Attachment 6A).

Drawings

1. Drawing H-102, delete Note 2 and replace it with:
Note 2. "12"x12" INTERIOR LINED STAINLESS STEEL CORROSIVE FUME DUCT. PERMASHIELD PIPE AS PROVIDED BY FAB-TECH, INC. EXTERIOR FLUOROPOLYMER COATING APPLIED AT THE FACTORY. COAT ALL MOUNTING HARDWARE WITH FLUOROELASTOMER SEALANT AFTER INSTALLATION. THIS DUCT WORK REQUIREMENT SHALL APPLY TO ALL DUCT WORK. FIBERGLASS REINFORCED PLASTIC IS ACCEPTABLE SUBSTITUTE FOR FUME DUCT WITH ANTIMONY TRIOXIDE

Addendum 6
WESTLAKE PUMP STATION GSR MODIFICATIONS
June 24, 2020

ADDITITVE, FOR EXAMPLE, ASHLAND CHEMICALS HETRON 92 RESIN, TO REDUCE ITS FLAMABILITY RATING. FIBERGLASS REINFORCED PLASTIC DUCTWORK JOINTS AND SUPPORTS SHOULD BE PER MANUFACTURER RECOMMENDATIONS. PROVIDE A REMOVABLE IN-LINE AIR FILTER ON THE SUCTION SIDE OF THE SUPPLY FAN HOUSINGS FOR SF-301, SF-201, AND SF-101.

For Bidder information only, Attachment 6B lists questions received by the City to date and summary responses.

Please contact Joshua Cosgrove, Plant and Equipment Maintenance Manager, Department of Water and Wastewater Resources, (650) 991-8200, Fax (650) 991-8293 for any questions you may have.

CITY OF DALY CITY

Joshua Cosgrove
Plant and Equipment Maintenance Manager
Department of Water and Wastewater Resources

ORDINANCE NO. 1450

AN ORDINANCE OF THE CITY OF DALY CITY AMENDING
SECTIONS OF TITLE 15 OF THE DALY CITY MUNICIPAL CODE REGARDING
BUILDING AND CONSTRUCTION: PERMIT TIME LIMITATIONS

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climate, geological, or topographical conditions; and

WHEREAS, adopting this ordinance, specific amendments have been established which are more restrictive in nature than those adopted by the State of California and the California Building Standards Commission; and

WHEREAS, these local amendments to the above Codes have been evaluated and recognized by the City of Daly City to address problems, concerns resulting from the COVID-19 pandemic; and

WHEREAS, the adoption of this Ordinance is based upon the “Finding of Facts”, as referenced in Section 3 of this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DALY CITY DOES ORDAIN as follows:

SECTION 1: That Title 15 - Building and Construction, Chapter 15.00 – GENERAL REGULATIONS - **Section 15.00.030** – Time limitation of application. of the Daly City Municipal Code is hereby amended to read as follows:

Section 15.00.030 – Time Limitation of Application

105.3.2 Time Limitation of Application. Except as set forth in subsection 105.3.2.1, every application for a permit for any proposed work for which no permit has been issued within (180) calendar days following the date of receipt of the application shall expire by limitation. The Building Official may extend the time for action by the applicant for a period not exceeding (180) calendar days upon request of the applicant demonstrating that circumstances beyond the control of the applicant and relating to the project have prevented action from being taken. The extension shall be required in writing and justifiable case must be demonstrated. No application under this subsection shall be extended more than twice. For the purpose of renewal on an application after expiration, the applicant shall resubmit plans compliant with the applicable code at time of resubmittal and pay new plan review fees. The Building Official may, in his/her sole discretion, grant an additional extension up to (360) days as necessitated by an official California major disaster declaration issued by FEMA.

105.3.2.1 Time Limitation of Application - Code Enforcement Permits. Notwithstanding any provision of section 105.3.2, if a permit application was filed in order to bring an unpermitted structure, and other unlawful, substandard, or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, and no permit has been issued

within ninety (90) days of receipt of the application it shall expire by limitation. The Building Official may extend the time for action by the applicant for a period not exceeding (90) calendar days upon request of the applicant demonstrating that circumstances beyond the control of the applicant and relating to the project have prevented action from being taken. No application covered under this subsection shall be granted more than once.

SECTION 2: That Title 15 - Building and Construction, Chapter 15.00 GENERAL REGULATIONS - **Section 15.00.040** – Permit expiration and extension. of the Daly City Municipal Code is hereby amended to read as follows:

15.00.040 – Expiration

105.5 Expiration. Except as set forth in subsection 105.5.1 & 105.5.2, every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within one calendar year from the date of issuance of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of (180) calendar days.

For the purposes of this subsection “suspended or abandoned” shall mean that the permittee has, for a period of (180) days or longer after commencing the work authorized by such permit, failed to make substantial progress toward completion of the work, as determined by the Building Official. Failure to schedule and pass a required interim or final inspection for a period of (180) days or longer since the issuance date of the permit or since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work.

Required inspections include: footing/foundation inspection, concrete slab or under-floor inspection, framing inspection, lath or gypsum board inspection, fire resistant penetration inspection, energy efficiency inspection, any required special inspections, final inspections, and any other inspections other than conference inspections required by the Building Official. However, the Building Official may extend a permit if justifiable delay is demonstrated in writing or where a good faith effort toward code compliant work has been performed.

A. **Permit Extensions-** Any permittee holding an unexpired permit may request in writing an extension of time when the permittee is unable to commence work within the time required by this section. The Building Official may, in his/her sole discretion, grant, one or more extensions of time, for periods not more than (180) days each. A written request by the permittee shall demonstrate written evidence demonstrating that a good faith effort to complete the project has been made and that reasons beyond the control of the permittee and relating to the project have resulted in a delay. Under no condition shall a permit be extended more than three times, for a total maximum time of three (180) calendar day extensions. Each 180-calendar day extension must be approved individually by the Building Official.

B. **Reactivation Required After Expiration-** Prior to recommencing work on the site after permit expiration a request for reactivation shall be first obtained, provided no

changes have been made or will be made to the original plans and specifications for such work, and the work has not been suspended or abandoned for more than one year from the last required, recorded inspection. In cases in which the work was suspended or abandoned beyond one year from the last required, recorded inspection, reactivation shall not be issued after expiration if the original review was performed using a previously adopted code.

The Building Official, in his/her sole discretion, has the authority to deny reactivation which utilizes the requirements of the expired permit unless the permittee has made good faith effort to complete the project and for reasons beyond their control and related to the project. The permittee must provide a written report on the current status of construction which shall include a request for an extension and a timeframe for completion in order for the Building Official to renew the permit.

The Building Official may, in his/her sole discretion, grant an additional extension up to (360) days as necessitated by an official California major disaster declaration issued by FEMA.

105.5.1 Expiration - Code Enforcement Permits. Notwithstanding any provision of section 105.5, if a building permit was issued in order to bring an unpermitted structure, and other unlawful, substandard or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, such permit shall expire by limitation and become null and void ninety (90) days after the issuance date of such permit, and if the permittee has failed to make substantial progress toward completion of the work as determined by the Building Official. Failure to schedule, undergo and/or pass a requisite interim or final inspection for a period of (90) days since the issuance date of the permit or since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods not more than (90) days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.5.2 Expiration-Building Maintenance. Notwithstanding any provision of section 105.5, if a building permit was issued for the purpose of building maintenance such permit shall expire by limitation and become null and void (or 180 days) after the issuance date of such permit. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods, not more than (180) days each. The extension shall be requested in writing and justifiable cause demonstrated.

SECTION 3: Findings.

No findings are required under Health and Safety Code Section 17958.7 for the amendments in this ordinance as they are administrative only and do not amend “building standards,” as defined in Section 18909 of the Health and Safety Code.

SECTION 4: Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Daly City hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof,

SECTION 5: Environmental Determination. City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), under the common sense exemption, that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project as provided by the Act, in that it does not have a potential for resulting in a detrimental physical change in the environment, directly or ultimately, as provided in Title 14, Section 15061(b)(3).

Introduced this 26th day of July, 2021.

AYES, Councilmembers:_____

NOES, Councilmembers: _____

Absent, Councilmembers:

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY

ORDINANCE NO. 1451

AN ORDINANCE OF THE CITY OF DALY CITY REPEALING AND REPLACING
CHAPTER 8.64 OF THE DALY CITY MUNICIPAL CODE REGULATING THE USE OF
DISPOSABLE FOOD SERVICE WARE BY FOOD FACILITIES

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

SECTION 1. Findings.

The City Council finds and determines that:

- (a) The production, management, and consumption associated with disposable food service ware, typically used for only a few minutes before being discarded, have significant environmental impacts, including environmental contamination; consumption of precious resources such as energy and water; emissions of greenhouse gases; air and water pollution; litter on streets; and plastic pollution in waterways and oceans.
- (b) Disposable food service ware constitutes a substantial portion of the litter found within City of Daly City and the rest of the Bay Area. These types of food service ware are commonly littered or blown out of trash receptacles and migrate through the storm drain system where they eventually end up in the ocean and the county's beaches and creeks.
- (c) Polystyrene is a petroleum-based, lightweight plastic material commonly used as food service ware by retail food vendors. Polystyrene, often referred to by the trademark, Styrofoam, has also become a problematic environmental pollutant given its non-compostable and nearly non-reusable nature.
- (d) The most effective ways to reduce the negative environmental impacts of disposable food service ware include, in order of priority, using reusable food service ware; using natural-fiber based compostable materials, many made from renewable resources such as bamboo, wheat stalk/stem, and sugarcane that do not contain toxic chemicals; and recycling food service ware. When products are reused and recycled, natural resources are spared, less energy is used for the production of new products, and premium landfill space is preserved. When compostable products are turned into compost, they can reduce water use and lessen the need for fertilizer at the site where the compost is applied (e.g., gardens, yards, farm land, etc.), which can also lead to cost savings since less/no fertilizers need to be purchased.
- (e) Compostable food service ware such as cups, plates, clamshell containers, and utensils are now made from paper, sugarcane stalk, bamboo, wheat stalk/straw, and other blends of natural plant fibers. As these products degrade, they pose less of a danger to the environment.
- (f) Even with the emergence of compostable plastics, which are derived from renewable biomass sources such as plants and microorganisms, there are limited certified types of compostable plastic that biodegrade in a marine environment.
- (g) Certain disposable food service ware, including compostable paperboard containers, may contain fluorinated chemicals, also known as per- and polyfluorinated alkyl substances (PFAS), which are synthetic chemicals commonly used in disposable food service ware to repel water and grease. Fluorinated chemicals pose a public health risk as they have been linked to serious health effects including kidney and testicular cancer, thyroid disruption, delayed puberty, and obesity.

- (h) Plastics in waterways and oceans break down into smaller pieces, called microplastics, that do not biodegrade and are present in most of the world's oceans. Microplastics consumed by marine organisms make their way into animals' tissues and are beginning to show up in the fish that humans consume. Plastic debris also attracts and concentrates ambient pollutants in seawater and freshwater, which can transfer to fish and other seafood that is eventually sold for human consumption.
- (i) Reduction of disposable food service ware in the environment will advance compliance with federal, state, county and city clean water mandates, including the City's Municipal Regional Stormwater Permit requirement, by helping to reduce trash and litter in stormwater discharges.
- (j) Understanding the importance of and need for reducing plastic litter, the City adopted a plastic bag ban ordinance in 2012. Adopting this Ordinance will help further reduce the amount of litter entering the city's storm drains, creeks, the bay, and the ocean.
- (k) This Council does, accordingly, find and declare that it should restrict the use by food facilities of polystyrene-based disposable food service ware and require the replacement of non-compostable or non-recyclable disposable food service ware with compostable alternatives that are non-plastic, natural fiber-based, and free of all intentionally added fluorinated chemicals, when and where possible.

SECTION 2. Chapter 8.64 of the Daly City Municipal Code are hereby repealed and replaced in its entirety by a new Chapter 8.64 to be numbered and entitled and to read as follows:

CHAPTER 8.64

REGULATING THE USE OF DISPOSABLE FOOD SERVICE WARE

8.64.010– Definitions.

8.64.020– Distribution of Disposable Food Service Ware Accessories.

8.64.030– Standards and Required Use of Disposable Food Service Ware.

8.64.040– Recordkeeping and Inspection.

8.64.050 - Automatic Exemptions.

8.64.060– Case-by-Case Consideration of Requests for Hardship Exemption.

8.64.070– Authorization of enforcement by San Mateo County personnel.

8.64.010 – Definitions.

For purposes of this Chapter, the following terms have the following meanings:

- (a) "Aluminum Foil-based" means any Disposable Food Service Ware composed entirely of aluminum, including but not limited to aluminum tray liners, aluminum foil, and aluminum foil baskets.
- (b) "Biodegradable Products Institute (BPI)" refers to a certification program that ensures that products and packaging displaying the BPI logo have been independently tested and verified accordingly to scientifically based standards to successfully break down in professionally managed industrial composting facilities. BPI-certified products meet the standards of the American Society for Testing Materials (ASTM) D6400 or D6868 for

compostability. Starting on January 1, 2020, all BPI-certified products will also be required to have (1) a limit of 100 parts per million (ppm) total Fluorinated Chemicals as the upper threshold for acceptance and (2) no intentionally added Fluorinated Chemicals.

- (c) “Compostable” means that an item or material (1) will break down, or otherwise become part of usable compost in a safe and timely manner and (2) is Natural Fiber-based or made from other materials approved by the City Manager or designee. Compostable items may include those that are made entirely of Natural Fiber or Natural Fiber-based items that are coated or lined with biologically based polymer, such as corn or other plant sources (e.g., compostable plastics), if certified by BPI or by another independent third party approved by the City Manager or designee.
- (d) “Disposable” means designed to be discarded after a single or limited number of uses and not designed or manufactured for long-term multiple reuse.
- (e) “Food Service Ware” means food contact products used for serving, distributing, holding, packaging, and/or transporting Prepared Food including, but not limited to plates, cups, bowls, trays, clamshell containers, boxes, utensils, straws, lids, and food contact paper (e.g., wraps, bags, tray liners, etc.). The term "Food Service Ware" includes Food Service Ware Accessories.
- (f) “Food Service Ware Accessories” include Food Service Ware such as straws, stirrers, cup spill plugs, cup sleeves, condiment packets, utensils (including chopsticks), cocktail sticks/picks, toothpicks, napkins, and other similar accessory or accompanying Food Service Ware used as part of food or beverage service or packaging. Detachable lids for beverage cups and food containers are not considered a Food Service Ware Accessory.
- (g) “Fluorinated Chemicals” means perfluoroalkyl and polyfluoroalkyl substances (PFAS chemicals) or fluorinated chemicals, which are a class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom.
- (h) “Food Facility” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food to the public for human consumption, as defined by the California Health and Safety Code Section 113789 or successor. It includes both permanent and temporary food facilities. Public schools are exempt from the provisions of this Chapter.
- (i) “Food Scrap Composting Method” means (1) self-hauling of food scraps to a permitted composting facility or a transfer station that accepts food scraps that will be transferred to a permitted composting facility for on-site compost processing, (2) food scrap compost collection service provided by a curbside hauler, or (3) on-site food scrap composting.
- (j) “Healthcare Facilities” mean places that provide healthcare to the public. Healthcare Facilities includes, but is not limited to hospitals, clinics, outpatient care centers, nursing homes, psychiatric care centers, medical offices, hospice homes, mental health and addiction treatment centers, orthopedic and other rehabilitation centers, urgent care, birth centers, etc.
- (k) “Natural Fiber/Natural Fiber-based” means a plant or animal-based, non-synthetic fiber, including but not limited to products made from paper, sugarcane, bamboo, wheat stems/stalk, hay, wood, etc.
- (l) “Non-Compostable” means not meeting the definition of Compostable set forth in this Chapter.
- (m) “Polystyrene-based” means and includes expanded polystyrene, which is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). The term "polystyrene" also includes polystyrene that has been

expanded or blown using a gaseous blowing agent into a solid foam (expanded polystyrene [EPS]) and clear or solid polystyrene known as oriented polystyrene.

- (n) “Prepackaged Food” means any properly labeled processed food, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer and prepared at an approved source.
- (o) “Prepared Food” means food or beverages that undergo a cooking or food preparation technique on the Food Facility’s premises for consumption by the public. Cooking or food preparation technique includes, but is not limited to the following:
 - 1. Cooking methods, utilizing the application of heat, such as steaming, microwaving, simmering, boiling, broiling, grilling, frying, or roasting.
 - 2. Beverage preparation, such as blending, brewing, steeping, juicing, diluting, or pouring.
 - 3. Food preparation techniques, such as defrosting, rinsing, washing, diluting, cutting, portioning, mixing, blending, assembling, coating, dipping, garnishing, decorating, or icing.

Prepared Food does not include raw eggs or raw, butchered meats, fish, and/or poultry sold from a butcher case, a refrigerator case, or similar retail appliance.

- (p) “Takeout Food” means Prepared Food requiring no further preparation, which is purchased to be consumed off a Prepared Food Facility’s premises. Takeout Food includes Prepared Food delivered by a Food Facility or by a third-party Takeout Food Delivery Service.
- (q) “Takeout Food Delivery Service” is a service that delivers Takeout Food from a Food Facility to a customer for consumption off the premises. This service can be provided directly by the Food Facility or by a third-party.

8.64.020 – Distribution of Disposable Food Service Ware Accessories.

- (a) No Food Facility shall provide any Disposable Food Service Ware Accessories except (1) upon request by the consumer, (2) upon acceptance by the consumer after being offered by the Food Facility, or (3) at a self-serve area and/or a dispenser.
- (b) Food Facilities shall only distribute Disposable Food Service Ware Accessories unbundled, as separate individual units.
- (c) Takeout Food Delivery Services that utilize digital ordering/point of sale platforms, including but not limited to the internet and smart-phone, shall only offer Disposable Food Service Ware Accessories by providing clear options for customers to affirmatively request these items separate from orders for food and beverages. The default option on the digital ordering/point of sale platforms shall be that no Disposable Food Service Ware Accessories are requested. Each individual Disposable Food Service Ware Accessory (e.g., each fork, knife, condiment packet, napkin, etc.) provided with Prepared Food must be specifically requested by the customer in order for a Food Facility to provide it.

8.64.030 – Standards and Required Use of Disposable Food Service Ware.

- (a) No Food Facility shall use Polystyrene-based Disposable Food Service Ware when providing Prepared Food.
- (b) Food Facilities shall only provide Disposable straws, stirrers, utensils, and cocktail/toothpicks (and the packaging that these individual items are wrapped in, if any) that are Compostable.

- (c) Nothing in this Chapter shall conflict or be construed to conflict with the Americans with Disabilities Act or any other applicable law concerning the rights of individuals with disabilities. In particular, nothing in this Chapter shall restrict, or be construed to restrict, the provision by Food Facilities of Disposable Non-Compostable straws to individuals who may request the use of Disposable Non-Compostable straws to accommodate medical needs or disabilities. Healthcare Facilities may distribute Disposable Non-Compostable straws with or without request by a patient at the discretion of the Healthcare Facility staff based on the physical or medical needs of the patient.
- (d) Wherever practicable, Food Facilities shall provide Reusable Foodware in place of Disposable Foodware.
- (e) Food Facilities shall use Compostable items for the below Disposable Food Service Ware:
 - 1. Plates
 - 2. Bowls (of all sizes including, but not limited to soup and salad bowls and accessory bowls for condiments)
 - 3. Cups (of all sizes including, but not limited to beverage cups)
 - 4. Food trays
 - 5. Clamshells, boxes, deli containers, and other containers used for the sale and/or distribution of Prepared Food (e.g., Takeout Food, leftover “doggie containers”, etc.)
- (f) Compostable items for the Disposable Food Service Ware listed in Subsection (d) used by Food Facilities must have been tested to breakdown into compost in an industrial composting facility in a timely manner and shall be free of all intentionally added Fluorinated Chemicals. To verify, these items shall be certified by Biodegradable Products Institute (BPI) or another independent third party approved by the City Manager or designee, in collaboration with local waste processors and haulers.
- (g) For all other Disposable Food Service Ware not listed in Subsections (b) and (d), Food Facilities shall use only Disposable Food Service Ware that can be composted by the Food Scrap Composting method utilized by the Food Facility and/or accepted for recycling by the Food Facility’s recycling collection service.
- (h) The San Mateo County Office of Sustainability shall maintain a list of approved Disposable Food Service Ware sources and/or references to organizations that maintain regularly updated lists of products that meet the requirements detailed in Subsections (a), (b), (d), and (e) of this Section. This information shall be made available on the Office of Sustainability website and in the Office. If a product is not included on the approved lists, the Food Facility wishing to use a product as Disposable Food Service Ware shall establish to the City Manager or designee’s satisfaction that the product complies with the requirements detailed in Subsections (a), (b), (d), and (e).

8.64.040 – Recordkeeping and Inspection.

- (a) Food Facilities shall keep complete and accurate record or documents of the below items.
 - 1. Commencing on the effective date of this Ordinance and ending 365 days from the Ordinance effective date, the purchase of all Disposable Food Service Ware, including Non-Compostable and Compostable items.
 - 2. The purchase of the acceptable Disposable Food Service Ware evidencing compliance with this Chapter for a minimum period of three years from the date of purchase.

- (b) The record shall be made available for inspection at no cost to the City/County during regular business hours by City/County employee or City/County-designated staff authorized to enforce this Chapter. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be made available at the Food Facility address.
- (c) The provision of false or incomplete information, records, or documents to the City/County shall be a violation of this Chapter.

8.64.050 – Automatic Exemptions.

- (a) Prepackaged Food is exempt from the provisions of this Chapter.
- (b) Polystyrene coolers and ice chests intended for reuse are exempt from the provisions of this Chapter.
- (c) Disposable Food Service Ware that is entirely Aluminum Foil-based is exempt from the provisions of this Chapter.
- (d) If the County determines that a reasonably feasible Disposable Food Service Ware that complies with Section 8.64.040 (a), (b), (d), and (e) of this Chapter does not exist, these items will be exempt from the abovementioned provisions of this Chapter until the County determines that a reasonably feasible alternative is available on the market for purchase. The County will have a current list of these exempted Disposable Food Service Ware posted on the Office of Sustainability website with hard copies available in the Office.
- (e) Certain Disposable Food Service Ware Accessories for beverage orders, specifically, straws and cup sleeves, shall be exempt from Section 8.64.030 (a) and may be distributed for safety reasons without the need for a request by the consumer or an offer by the Food Facility, specifically at drive-through areas of Food Facilities. Detachable lids are not considered a Disposable Food Service Ware Accessory, so Section 8.64.030 (a) does not apply to detachable lids.
- (f) Temporary exemptions due to an emergency are automatic without the submission of a request for an exemption. An emergency is defined as a sudden, unexpected occurrence posing a clear and imminent danger that requires immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Examples of an emergency include, but are not limited to natural disasters, emergencies due to the release of hazardous materials, emergencies associated with loss of power and/or water, or emergency medical response.

8.64.060 – Case-by-Case Consideration of Requests for Hardship Exemption.

- (a) Grounds for an exemption.

An exemption from any of the provisions of this Chapter may be granted by the City Manager or designee upon demonstration by a Food Facility to the satisfaction of the City that strict application of the requirements would cause undue hardship. An “undue hardship” includes, but is not limited to the following:

1. A situation unique to the Food Facility where a suitable alternative that conforms with the requirements detailed in Section 8.64.040 (a), (b), (d), and (e) does not exist for a specific application.
2. Imposing the provisions of this Chapter would cause significant economic hardship. “Significant economic hardship” may be based on, but not limited to, demonstrating that suitable Disposable Food Service Ware is not available at a

commercially reasonable price and the additional cost associated with providing the Disposable Food Service Ware is particularly burdensome to the Food Facility based on the type of operation(s) affected, the overall size of the business/operation, the number, type and location of its facilities, the impact on the overall financial resources of the Food Facility, and other factors. Reasonable added cost for a suitable item as compared to a similar item that the Food Facility can no longer use shall not by itself constitute adequate grounds to support an exemption for such item. In determining whether a significant economic hardship has been established, the City Manager or designee shall consider the following information: ability of the Food Facility to recover the additional expense by increasing its prices; the availability of tax credits and deductions; outside funding; and other options. The City shall explore the possibility of providing financial support to impacted food facilities to the extent it is deemed financially feasible and \ legally authorized.

- (b) Request for an exemption. A request for an exemption from the requirements of this Chapter shall include all information deemed necessary by the City to render a decision, including but not limited to documentation showing the factual support for the requested exemption. A request for an exemption may be approved by the City Manager or designee, in whole or in part, with or without conditions. The duration of the exemption, if granted, shall also be determined by the City Manager or designee. Information about the application process for requesting an exemption will be available on the Office of Sustainability's website and in the Office.

8.64.070 Authorization of enforcement by San Mateo County personnel.

- (a) The City Manager or designee may enforce this Chapter.
- (b) The County of San Mateo, its officers, employees and agents are hereby authorized to enforce this chapter on behalf of the city, within the jurisdiction areas of this city
- (c) Violation of this Chapter is a public nuisance subject to all applicable civil, administrative, and criminal remedies and penalties according to the provisions and procedures contained in this ordinance code and state law including, but not limited to, an action for abatement or injunctive relief.
- (d) Notwithstanding authorization of enforcement by County of San Mateo personnel in this Chapter, the violation of, or noncompliance with, any of the requirements of this Chapter or applicable provisions of this code, shall be subject to any administrative, civil, or criminal enforcement remedies available under the law and/or the City's municipal code. In addition, the City may enforce the violation of this Chapter by means of civil enforcement through a restraining order, a preliminary or permanent injunction or by any other means authorized by law.
- (e) This Section shall not be interpreted to limit any otherwise available civil or administrative remedies under law.

SECTION 3. California Environmental Quality Act (CEQA) Finding.

This Ordinance is exempt from the environmental review requirements of CEQA pursuant to Section 15061 (b)(3) of Title 14 of the California Code of Regulations because it can be seen with certainty that there is no possibility that the provisions contained herein may have a significant effect on the environment. Further, the Ordinance is also exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 of Title 14 of the California Code of

Regulations as actions taken by regulatory agencies to assure the maintenance, restoration, enhancement of natural resources, or protection of the environment.

SECTION 4. Severability.

If any provision, section, subsection, sentence, clause, phrase, or word of this Chapter 8.64, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of the Chapter. The City Council hereby declares that it would have passed this Chapter, and each provision, section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication and Effective Date. Pursuant to the provisions of Government Code Section 36933, a summary of this Ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this Ordinance is scheduled to be adopted, the City Clerk shall (1) publish the Summary, and (2) post in the City Clerk's Office a certified copy of this Ordinance. Within fifteen (15) days after the adoption of this Ordinance, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's Office a certified copy of the full text of this Ordinance along with the names of those City Council members voting for and against this Ordinance or otherwise voting.

This Ordinance shall be effective thirty (30) days after adoption. However, the mandatory provisions of this Ordinance, except for Section 8.64.050 (a)(1), shall only become operative and subject to enforcement beginning October 1, 2022.

Introduced this 26th day of July, 2021

Passed and adopted as an Ordinance of the City of Daly City at a regular meeting of the City Council of the City of Daly City held on the _____ day of _____, 2021, by the following vote:

AYES, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY