

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, July 14, 2025 - 7:00 PM

City Hall Council Chambers – 2nd Floor
City Hall 333 – 90th Street
Daly City, CA 94015

To watch the live telecast:

<https://www.youtube.com/@DalyCityGov/streams>, <https://www.dalycity.org/agendas>, or Comcast Ch. 27

PUBLIC PARTICIPATION

There are three ways to submit public comments: (1) submit written comments by meeting day, (2) submit written comments during the meeting, and (3) attend the meeting in person.

1. To submit written comments by meeting day, please email cityclerk@dalycity.org and include "Public Comment" in the subject line. All written comments received by 4:00 pm on meeting day will be provided to the City Council prior to the meeting.

Please note: Any emailed comments received after 4:00 p.m. on the meeting date are not guaranteed to be received by the City Council prior to the meeting. Comments are not read aloud into the record.

2. During the meeting, you may visit www.dalycity.org/agendas to submit comments using the Public Comment form to address the City Council on a specific item, or during the public comment period, and such comments are delivered to the City Council and City Staff during the meeting, and may be read into the record at the time they are received.

3. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chamber and submit it to a Staff Member as early in the meeting as possible.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the City Clerk at (650) 991-8078 as soon as possible.

CALL TO ORDER

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

PLEDGE TO THE FLAG:

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.

ROLL CALL:

APPROVAL OF MINUTES:

1. Regular Meeting of June 23, 2025

APPROVAL OF AGENDA:

2. Regular Meeting of July 14, 2025

ORAL COMMENT:

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

CONSENT AGENDA

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

Resolutions:

3. Accept and Appropriate Grant from County of San Mateo Aging and Disabilities Services for Fiscal Year 2025-2026 Congregate Nutrition Program
4. Accept and Appropriate Notice of Completion for the Civic Center North Human Resources Tenant Improvements Project
5. Approve Negotiation Agreement (ENA) with The Olympic Club Regarding Improvements to Westlake Park
6. Appropriate and Amend the City Manager's Authority for the Mussel Rock Stability Project
7. Approve Memorandum of Agreement with City and County of San Francisco for Funding, Construction, and Operation of the Vista Grande Drainage Basin Improvement Project
8. Authorize the City Manager to Execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Daly City Safe Routes to School Project

Check Registers:

9. Check Registers for the Month of June 2025

END OF CONSENT AGENDA

ORDINANCES:

10. Second Reading, Ordinance No. 1483, Repealing and Replacing Chapter 5.104 of the Daly City Municipal Code Re: Commercial Cannabis Regulations

STAFF: Rose Zimmerman

RECOMMENDATION: Adopt Ordinance by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

11. Council Committee
12. City Council
13. Staff

ADJOURNMENT:

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Visit <https://www.youtube.com/@DalyCityGov/streams> to view the City Council meeting

CALL TO ORDER:

Mayor Daus-Magbual called the regular meeting to order at 7:50 P.M. and read the City's Land Acknowledgement:

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

ROLL CALL: Councilmembers Present

Roderick Daus-Magbual, Mayor
Glenn R. Sylvester, Vice Mayor
Pamela DiGiovanni
Juslyn C. Manalo
Teresa G. Proaño

Staff Present

Thomas J. Piccolotti, City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

APPROVAL OF MINUTES:

Regular Meeting of June 9, 2025

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to approve the minutes of June 9, 2025.

APPROVAL OF AGENDA:

It was moved by Councilmember Proaño, seconded by Councilmember Manalo and carried to approve the agenda.

ORAL COMMENT:

Grant Kitchen, SLAAY Bay Area, voiced concerns about immoral actions by the Trump administration, referring to the bombing of nuclear power facilities and a bill that cuts off Medicare for nearly 9 million individuals. Grant was further concerned with the administration's violations of the Constitution, particularly unchecked powers given to the president, policies on birthright citizenship, and the deployment of the National Guard amidst immigration protests, pointing out that these acts should raise alarm in Daly City, where 50% of the population is foreign-born.

Note on Public Comments:

To provide public comments, members of the public have the option to- 1) attend in person, 2) email the City Clerk, or 3) submit comments through the public comment portal on the City's website. Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting are instructed to call the office of the City Clerk at 991-8078 prior to the meeting.

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Lorraine Yin, SLAAY Bay Area, spoke about the fundamentals of a democratic nation, requesting the Council to pass an ordinance supporting protestors' rights, such as prohibiting the use of tear gas, and calling for a change in the system that perpetuates political criminality. According to Lorraine, Councilmember Coleman and Mayor Flores of South San Francisco have already backed their cause by signing a letter of support, and urged the Council to forge coalitions through joint resolutions/ordinances.

El, Anakbayan Daly City, spoke about the organization's commitment to support migrant Filipino youth and ensure community safety for immigrants, regardless of citizenship status. El shared community concerns regarding ICE raids, attacks on migrants, and detention of family members and friends in Daly City. El urged the Council to take a public stance against the unlawful detention of migrants and to provide resources that would enable the community to access accurate information.

Ysabella Tolentino, resident and member of Anakbayan, addressed the plight of migrants who have tirelessly contributed to the country yet are enduring inhumane conditions due to unjust detainments by ICE under the Trump administration. Ysabella requested the Council's support by increasing pressure on the Philippine Consulate to fulfill its responsibility in advocating for Filipino migrants and to take a stance against the detainment and mistreatment of these individuals, asserting it as a moral obligation.

Mateja, resident and member of Anakbayan, spoke about the resilience of Daly City as a close-knit community and relayed community concerns regarding the rise in ICE raids, deportations, and fake ICE reports, noting the anxiety these events create among students and parents. Such concerns were voiced during outreach efforts at Serramonte Center. Mateja asked the Council to provide resources for affected workers and to take a stance against ICE raids.

Nichole D, resident and member of Tanggol Migrante, spoke about their efforts to protect migrants from the Trump administration's exploitation and indiscriminate actions, urging the Council to express solidarity with migrants. Nichole recounted stories of migrants striving to support families back home and of green card holders being detained by Homeland Security without due process, and asked the Council to instill hope and solidarity in the face of potential prosecutions of these individuals by Trump and ICE.

CONSENT AGENDA:

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried to approve the consent agenda except item #11, which was pulled for further discussion.

Resolutions:

Consider Partnership with Pacific Islands Together for Various Athletic Tournaments and Hosting of Polynesian Youth Cultural Competition

Resolution 25-90, Approving A Partnership With Pacific Islands Together For Various Athletic Tournaments And Hosting Of Polynesian Youth Cultural Competition

Consider Partnership with the Bayshore Parent Teacher Organization for the Bayshore Annual Block Party at the Bayshore Community Center

Resolution 25-91, Approving A Partnership With Bayshore Parent Teacher Organization For The Bayshore Annual Block Party At The Bayshore Community Center

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Authorize the City Manager to Execute an Agreement and Appropriate Grant Funds with the South San Francisco Unified School District

Resolution 25-92, Authorizing Execution Of Agreement With South San Francisco Unified School District For The Afterschool Youth Recreation Program At Junipero Serra Elementary School

Authorize the City Manager to Execute an Agreement and Appropriate Grant Funds with the Brisbane School District

Resolution 25-93, Authorizing Execution Of Agreement With Brisbane School District For The Expanded Learning Opportunities Program At Panorama Elementary School And Appropriating Grant Funds For School Year 2025-2026

Adopt Appropriations Limitation for Fiscal Year 2026

Resolution 25-94, Establishing City's Appropriations Limitation for Fiscal Year 2025-2026

Authorize the City Manager to Execute the Project Supplement for the Hillside Boulevard Complete Streets Corridor Project

Resolution 25-95, Authorizing The City Manager To Execute The Project Supplement For The Hillside Boulevard Complete Streets Corridor Project

Approval of Offer of Quitclaim Deed of Sewer Easement at 99 Southgate Avenue to Kimco Westlake L.P.

Resolution 25-96, Approving Quitclaim Deed Of Sewer Easement At 99 Southgate Avenue To Kimco Westlake L.P.

Adopt Resolution for Classification Amendments Previously Approved During Budget Process

Resolution 25-97, Memorializing Classification Amendments For Specific Miscellaneous/Unrepresented Classifications

Resolution to Accept the Cannabis Equity Assessment Report

Economic and Community Development Specialist Maybelle Manio provided the staff report on the Cannabis Equity Assessment developed by SCI Consulting Group and Dr. Ayoka Nurse of Global Reach Strategies. Manio summarized the assessment and community engagement, highlighting key findings and stakeholder feedback to promote a more inclusive and equitable cannabis industry in Daly City.

The staff addressed various questions, including the viability of the cannabis industry as a driver for economic development, the amount of grant funding secured for the equity assessment, outreach efforts targeting youth, the current number of cannabis businesses in the City, potential business opportunities created by the assessment, historical inequities in cannabis law enforcement, and the methodology for determining data related to race.

David Kaufman from SCI and Dr. Ayoka Nurse presented their findings regarding the assessment in Daly City, detailing stakeholder outreach, providing a summary of the proposed equity program, and

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outlining next steps. During the discussion, the Council raised questions about whether cannabis-related arrests involved residents, the specific locations of those arrests within the City, and the equity considerations in the assessment. Dr. Nurse emphasized that the equity program aims to address the barriers faced by aspiring entrants into the cannabis industry who have been disproportionately affected.

It was moved by Councilmember Proaño, seconded by Mayor Daus-Magbual and carried by the following roll call vote to adopt the resolution:

Ayes: Manalo, Proaño, Sylvester, Daus-Magbual
Abstained: DiGiovanni

Resolution 25-98, Accepting The City Of Daly City Cannabis Equity Assessment

Authorize Agreement with the Jefferson Elementary School District (JESD) for Cost Sharing of Crossing Guard Services through All City Management Services (ACMS) for School Year 2025/26

Resolution 25-99, Authorizing Execution Of An Agreement With All City Management Services And The Associated Cost Sharing Agreement With Jefferson Elementary School District To Provide Crossing Guard Services (School Year 2025/2026)

Accept and Appropriate a \$20,500 Check from Arevon Energy for Supporting Programming and Events to Benefit the Daly City Community through Recreation Services

Resolution 25-100, Accepting And Appropriating A \$20,500 Check From Arevon Energy For Supporting Programming And Events To Benefit The Daly City Community Through Recreation Services

Approve Addition of Board of State and Community Corrections (BSCC) Organized Retail Theft Grant Funded Community Services Officer Full-Time Equivalent Position

Resolution 25-101, Approving Addition Of Board Of State And Community Corrections Organized Retail Theft Grant Funded Community Services Officer Full-Time Equivalent Position

Annual Report – Military Equipment Use for the Police Department

Resolution 25-102, Approving The Annual Report For The Military Equipment In Use By The Daly City Police Department

Authorize the Execution of an Axon Renewal Agreement, Approve and Appropriate Funds for the Expansion of the Unmanned Aerial Systems Program for the Police Department

Resolution 25-103, Authorizing Execution Of An Axon Renewal Agreement And Approving And Appropriating Funds For The Expansion Of The Unmanned Aerial Systems Program For The Police Dept.

Check Registers

Check Registers for the Month of May 2025

END OF CONSENT OF AGENDA

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PUBLIC HEARINGS:

Introduction of Ordinance of the City Council of the City of Daly City Repealing and Replacing Chapter 5.104 to the Daly City Municipal Code Re: Cannabis Regulations

Economic and Community Development Specialist Manio presented a staff report outlining proposed amendments to the existing Commercial Cannabis Regulations chapter of the City's Municipal Code. These amendments aim to establish a Cannabis Equity Program, introduce new license types, revise the licensing process, and enhance operational conditions while ensuring compliance with state law. The approval of this ordinance, particularly the Equity Program, is a requirement for the City to qualify for phase 2 funding of up to \$500,000 from GO-Biz. Staff responded to various questions regarding the proposed ordinance amendments, the types of licenses that would be allowed, and issues surrounding infusion manufacturing.

At the request of Mayor Daus-Magbual, Chi Lee was invited to share public comments regarding item #11, the Resolution to Accept the Cannabis Equity Assessment Report. Chi, a resident of the Bayshore neighborhood, voiced opposition to the rezoning of Bayshore for commercial cannabis, highlighting that there is already a dispensary or cannabis business within the San Francisco border nearby. Chi expressed concerns about the overall state of the neighborhood, particularly with the rebuilding of the projects.

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried to open the hearing. There were no public comments.

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

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried for the City Attorney to read by title only. Councilmember DiGiovanni abstained.

Ordinance 1483, Repealing and Replacing Chapter 5.104 to the Daly City Municipal Code Re: Commercial Cannabis Regulations

Mayor Daus-Magbual introduced the ordinance.

Zone Change ZC 04-24-16507 - Rezoning Parcels to -CC Commercial Cannabis Combining District

Senior Planner Michael Van Lonkhuysen presented the staff report concerning amendments to the zoning map, which would incorporate specific parcels into the existing -CC combining district. Under the proposed zone change, two additional opportunity zones—located on Mission Street and Geneva Avenue—would be added to the -CC combining district.

Staff addressed several questions regarding the proposal, including the total number of eligible zones; the criteria used for selecting the proposed parcels; the number of potential locations in Area A, and the reasons why these zones were not included in the initial overlay map; updates on the Sullivan Avenue property; the types of cannabis businesses; the arrests mentioned in the assessment; the location of the Bayshore parcel; whether there are cannabis stores near the Bayshore or Mission parcels, the concentration in Zone 7; the number of smoke shops in the City; the proximity of the Mission Street parcel to a daycare and school, and the possibility of relocating that parcel; the regulations governing cannabis businesses; the absence of childcare centers in initial buffer zone considerations; alternative areas in the City which could be zoned for the -CC combining district; the applicability of the equity program across all zones; and the potential for creating limitations in certain overlay zones.

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The Council discussed various aspects of the proposal, considering the impacts of adding new parcels, updates on current cannabis retailers in the City, safety and security issues related to cannabis businesses, and whether this is the right time to expand the cannabis industry locally. They examined health implications of cannabis products, benefits of cannabis products, narratives surrounding the cannabis topic, components of the equity program, support of legalized cannabis in the state, the possibility of increasing the current 600-foot buffer zone, concentration in specific areas, stringent regulations on cannabis businesses, limited areas for the -CC district within the City, the potential cannabis tax revenue, and the types of businesses in the cannabis industry. Furthermore, the Council contemplated whether to postpone the decision pending receipt of additional information.

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

Sarah Turner raised concerns about the proximity of a daycare center at 6133 Mission Street to Area A (Mission Street between Crocker and Templeton), highlighting that the proposed parcel might not meet the 600-foot buffer zone requirement for dispensaries.

Alfredo E. Dela Rosa, AR Dental Care, opposed the parcel in Area 1, voicing concerns about potential problems in the area. Alfredo referenced a study linking cannabis to negative health effects, stressing the need for a department store instead. Alfredo claimed that cannabis stores typically close within five years, and noted that the state is owed \$721 billion in taxes.

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

The Council requested additional information, including the locations of cannabis-related arrests in Daly City, overlays of crime statistics over current eligibility zones, the extent of cannabis sales by Daly City residents made outside the City, and legislation related to edibles. They discussed the possibility of moving the item to a future meeting. City Attorney Zimmerman recommended selecting a date for continuation and clarified that the ordinance establishes an overlay to accommodate certain types of manufacturing and distribution.

It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried by the following roll call vote to continue the item to the regular City Council meeting of September 8, 2025:

Ayes: Manalo, Proaño, Sylvester, Daus-Magbual
Noes: DiGiovanni

COMMUNICATIONS:

Coastal Development Permit CDP-10-24-16669 - Replace Existing Sunroom with Bedroom at Rear of Home at 60 Roslyn Court

Senior Planner Van Lonkhuysen presented the applicant's request to demolish an existing sunroom and build a bedroom addition at 60 Roslyn Court. Due to the property's location within the Resource Protection overlay zone, a coastal development permit is required for the project.

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

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Resolution 25-104, Adopting Findings Of Fact And Imposing Conditions Of Approval On Coastal Development Permit CDP-10-24-16669 To Replace Existing Sunroom With Bedroom At Rear Of Home

Sign Program SP-03-25-016768 – Sign Program for 2945 Junipero Serra Boulevard (Planet Fitness)

Under California Government Code 84308, both Councilmembers Manalo and Proaño disclosed that they had received campaign contributions exceeding \$500 from the applicant within the past year and therefore recused themselves from discussing or voting on this item.

Associate Planner Sam Fielding provided the staff report on the proposed sign program, which includes plans for a digital message board and other sign enhancements on the property.

Bob McLennan, representing Planet Fitness, addressed questions about what information would be displayed on the digital board and its operational hours.

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

Ayes: DiGiovanni, Sylvester, Daus-Magbual
Recused: Manalo, Proaño

Resolution 25-105, Adopting Findings Of Fact And Imposing Conditions Of Approval On Sign Program SP-03-25-016768 Sign Program For Planet Fitness (2945 Junipero Serra Boulevard, Daly City, California)

Councilmembers Manalo and Proaño returned to the dais after the vote was taken.

ORDINANCES:

Second Reading, Ordinance No. 1482, Adding Chapter 15.32.280 of Title 5 of the Daly City Municipal Code, Re: Fire Hazard Severity Zones

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

Ordinance 1482, Adding Chapter 15.32.280 of Title 5 of the Daly City Municipal Code, Re: Fire Hazard Severity Zones

REPORTS:

Council Committee

City/County Association of Governments (C/CAG) (Manalo)
Association of Bay Area Governments (ABAG) (Daus-Magbual)

Council

Councilmember Manalo reported attendance at the following: the Philippine flag-raising ceremony hosted by the Pilipino Bayanihan Resource Center (PBRC) in honor of Filipino Independence Day; the Passion To Profit business conference with participant Russ Fam Kitchen; a tour of the Daly City Human

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Resources Hub, congratulating Director Sakkal and City Manager Piccolotti on the new facilities for staff; the Philippine Independence Day celebration and the 50-year anniversary of the Philippine Consulate at the Kalayaan Hall; the 45th anniversary of the Filipino Bar Association of Northern California; the San Mateo County Pride Parade, where she participated alongside her children, husband, Economic Development Specialist Manio, her daughter, Congressman Mullen, and Assemblymembers Papan and Stefani; the Legacy Martial Arts Philippine Independence Day event; the Connecting The Dots event with Representative Mullen, along with Councilmember Proaño; the 95th birthday celebration of Dolores Huerta with the San Mateo Civic Education Project, San Mateo Labor Council, and various elected officials; the 15th anniversary of Señor Sisig restaurant, owned by Westmoor High School alumni; the Juneteenth Parade in San Francisco, joining numerous Bay Area residents; and the Philippine Independence Day event at Lincoln Park, featuring a fashion show, dance performances, and food, attended with her daughter Juselle. Manalo was ecstatic with the new pathway at Lincoln Park, recognizing City Manager Piccolotti for his responsiveness and collaboration with the staff to implement this enhancement for the community's seniors. Manalo congratulated outgoing President Roxas and newly elected President Lum of the Daly City Hosts Lions Club.

Councilmember Proaño reported attendance at the following: the Philippine flag-raising event organized by the PBRC, recognizing the organization for hosting a wonderful feast; the Connecting The Dots event; the Daly City Host Lions Club Installation, during which Proaño was installed as Director; and the third annual Passion To Profit business conference, recognizing Mayor Daus-Magbual for his speech and Economic Development Specialist Manio and her crew for their work.

Councilmember DiGiovanni reported attendance at the following: the PBRC Philippine flag-raising ceremony, acknowledging the Philippine Consul General and the City of Brisbane; the Passion To Profit conference held at the Cow Palace, showcasing various vendors; and the Connecting The Dots event with Representative Mullen, thanking the Chamber of Commerce for their work.

Mayor Daus-Magbual reported attendance at the following: the Philippine flag-raising event, recognizing Tita Perla; an event hosted by the Myanmar Student Union at City Hall featuring guitarist and filmmaker Lynn Lynn, whose award-winning film “The Way” was filmed entirely on an iPhone 13; and the Passion To Profit conference, where he delivered welcoming remarks to capture the entrepreneurial spirit of the event. Dr. Daus-Magbual acknowledged Economic and Community Development Specialist Manio, the Renaissance Entrepreneurship Center team, and the Russ Family for their efforts on the Passion To Profit event conference.

Staff

Director of Finance and Administrative Services Tim Nevin acknowledged keynote speaker Christopher Thornberg at the California State Municipal Finance Officers Association Conference.

ADJOURNMENT:

Mayor Daus-Magbual adjourned the meeting at 11:12 PM in memory of Donna Jean Martin.

Approved as submitted, this 14th

day of July, 2025.

Roderick Daus-Magbual
Mayor

City Clerk



City Council Agenda Report

Item # _____

Meeting Date: July 14, 2025

Subject: Accept and Appropriate Grant from County of San Mateo Aging and Disabilities Services for fiscal year 2025-2026 Congregate Nutrition Program

Recommended Action

It is recommended the City Council authorize the City Manager to accept and appropriate grant funding in the amount of \$298,680 from County of San Mateo Aging and Disabilities Services to subsidize the Congregate Nutrition Program from July 1, 2025 through June 30, 2026.

Background

The Department of Recreation Services has managed the County of San Mateo Aging and Disabilities Services Congregate Nutrition Program grant for senior meals and nutrition education for more than 25 years. The goal of the Congregate Nutrition Program is to promote better physical and mental health for older adults and adults with disabilities. The program goal is met by providing nutritious meals and activities that encourage socialization. Participation in the Congregate Nutrition Program is consistent with Daly City's Age Friendly Strategic Plan. This past fiscal year we served 56,133 meals in the Congregate Nutrition Program at Café Doelger, Lincoln Park Community Center, Bayshore Community Center, and Gellert Park Clubhouse. This coming fiscal year 2025-26 we have been awarded funds to serve 36,700 meals at the 4 sites.

For reimbursement purposes, the grant requires that the meals be consumed by any person sixty (60) years of age or older or the spouse (any age) of a person (sixty) 60 years of age or older. Individuals with disabilities who reside at home and accompany a person sixty (60) years of age or older to a site where congregate nutrition service is provided are also eligible to participate. There is a suggested voluntary contribution of \$3.00 per meal for seniors ages 60 and above. The cost is \$7.00 for non-seniors.

Fiscal Impact

This is a reimbursement grant. The City initially incurs the expense associated with the program and then seeks reimbursement from the county. The grant revenue of \$298,680 would be received into Account 10146300-44207.

Summary/Conclusions

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

Respectfully submitted,

Denise Brown
Director

Jennifer Der
Recreation Services Manager



City Council Agenda Report

Item # _____

Meeting Date: July 14, 2025

Subject: Notice of Completion for the Civic Center North Human Resources Tenant Improvements Project

Recommended Action

Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed in compliance with the construction contract for the Civic Center North Human Resources Tenant Improvements project.

Background

On March 11, 2024, the City Council authorized the award of a construction contract to Zone 4 Construction, Inc. of San Carlos, California, in the amount of \$1,621,145.00 for the Civic Center North Human Resources Tenant Improvements project. The project consisted of three main elements:

- Tenant Improvements,
- HVAC System Replacement, and
- HVAC Control Modernization.

American Rescue Plan Act (ARPA) funds were used for the HVAC system and associated improvements at Civic Center North as part of the Civic Center North HVAC System Replacement project.

This combined project improved the unfinished and underutilized portions of the first floor of the Civic Center North building for the relocation of the City's Human Resources Department offices, performed pre-and post-air balance of the HVAC system for the first and second floors, replaced an outdated rooftop Air Handler Unit (AHU), and upgraded obsolete components, software, hardware, and controls.

Discussion

Zone 4 Construction, Inc. has completed all improvements required by the construction contract documents for a total amount of \$1,844,645.76, including change orders totaling \$223,500.76. The total dollar value of the change orders is 13.8% of the original contract award of \$1,621,145.00. The change orders were issued for additional work associated with hazmat removal, rigid insulation and concrete infill for the existing raised flooring, scan and coring for the new sewer line through the existing grade beam, fire sprinkler upgrades, and additional electrical and communication improvements.

**Notice of Completion for the
Civic Center North Human Resources Tenant Improvements Project
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Fiscal Impact

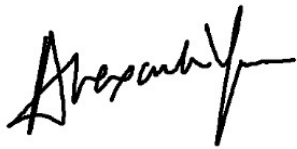
The construction contract was completed in the amount of \$1,844,645.76 with funds available in General Fund CIP project accounts 31-313-909 – Civic Center North Tenant Improvements, 31-313-929 – Civic Center North HVAC, and 31-313-505 – Civic Center North HVAC Control.

Summary/Conclusion

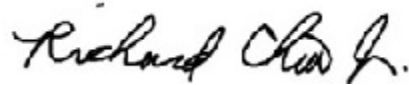
Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed in compliance with the construction contract for Civic Center North Human Resources Tenant Improvements project.

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

Respectfully submitted,



Alexander Yuen
Civil Engineering Associate



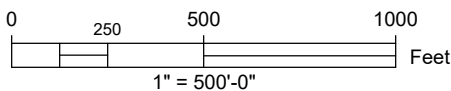
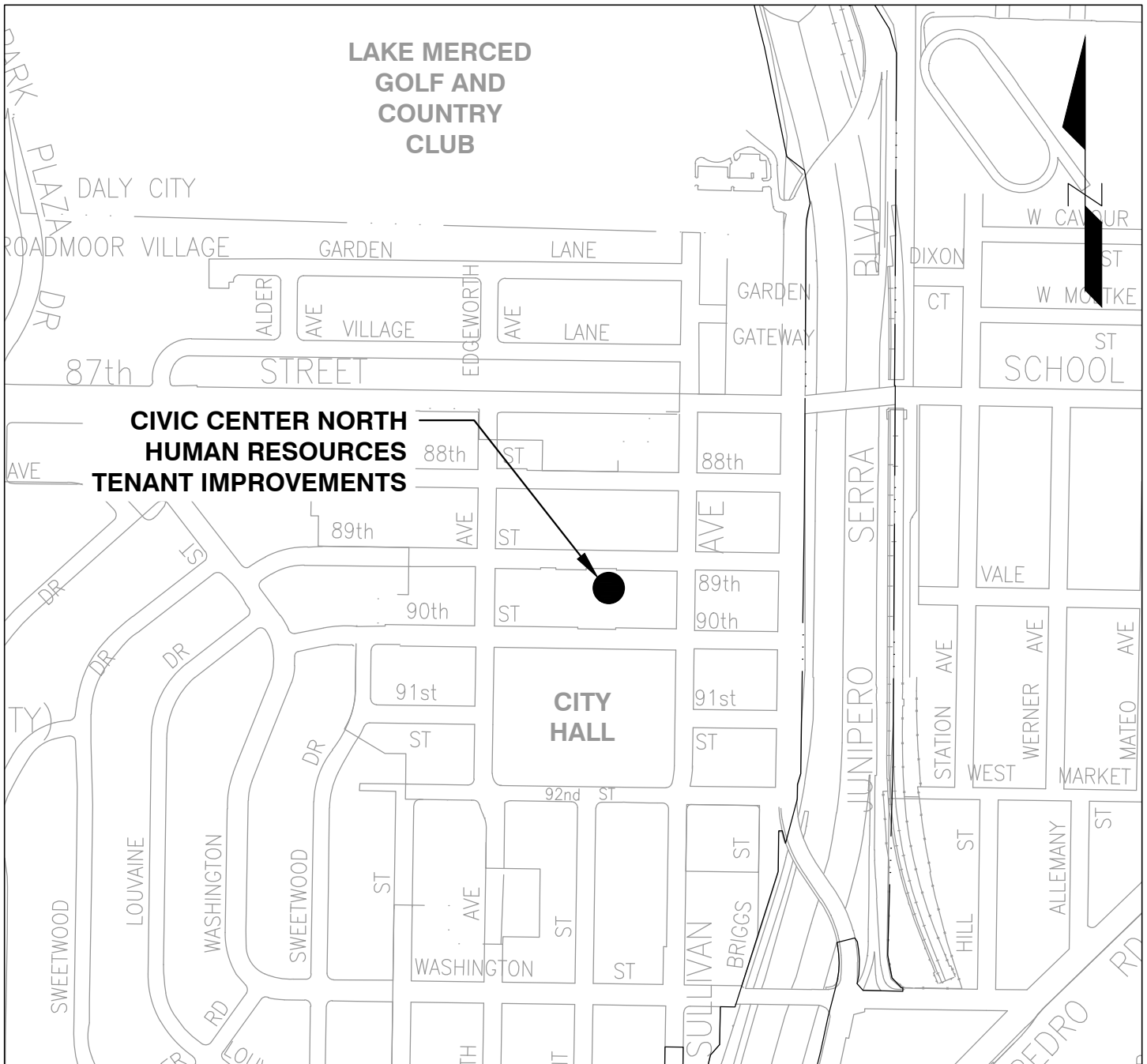
Richard Chiu, Jr.
Director of Public Works

Attachments:

1. Project Location Map
2. Resolution
3. Notice of Completion

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SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION MAP OF
**CIVIC CENTER NORTH
HUMAN RESOURCES
TENANT IMPROVEMENTS**



RESOLUTION NO. _____

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

(Civic Center North Human Resources Tenant Improvements)

A. The Project Manager has advised that the project set forth hereinafter has been completed in accordance with the terms of the contract with the City of Daly City and Zone 4 Construction, Inc., a CA Corporation.

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

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

CIVIC CENTER NORTH HUMAN RESOURCES TENANT IMPROVEMENTS

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

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2025, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

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

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is: July 14, 2025
2. The owner of the work of improvements is: City of Daly City, a Municipal Corporation.
3. The address of the owner of the work of improvement is: City Hall
333 - 90th Street
Daly City, California 94015
4. The nature of the owner's interest or estate is: In fee.
5. The work of improvement is located in Daly City, California, and is particularly described as follows:

CIVIC CENTER NORTH HUMAN RESOURCES TENANT IMPROVEMENTS

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

Zone 4 Construction, Inc.
1022 Center Street
San Carlos, CA 94070

Dated: _____

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

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

CITY OF DALY CITY, OWNER

Richard Chiu, Jr., Public Works Director

STATE OF CALIFORNIA,

COUNTY OF SAN MATEO } ss.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2025 ,

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

Signature _____

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



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 9, 2025

Subject: Approval of Exclusive Negotiation Agreement (ENA) with The Olympic Club Regarding Improvements to Westlake Park

Recommended Action

Staff recommends that the City Council authorize the City Manager to execute an Exclusive Negotiation Agreement (“ENA”) between the City of Daly City and The Olympic Club to negotiate a potential Memorandum of Understanding (“MOU”) regarding proposed improvements to Westlake Park.

Background

Westlake Park, located at 145 Lake Merced Blvd., serves as a significant recreational asset to Daly City residents. The Olympic Club has proposed undertaking renovations and improvements to the athletic fields and facilities at the Park. In exchange, the Club seeks certain use rights of the facilities post-renovation.

The proposed ENA outlines the parameters and expectations for the negotiation process leading to a potential MOU that would define the project’s scope, community and public benefits, cost-sharing, and operational responsibilities.

Discussion

The ENA is not a binding commitment to approve any development or use rights but is a procedural agreement to negotiate in good faith for a period of twelve (12) months, extendable by six (6) months upon mutual agreement.

Key provision to the ENA includes:

- **Public Benefit Prioritization:** Ensures public youth programming, school use, and community access to the improved facilities.
- **Access and Studies:** Grants the Club access for studies and assessments, subject to insurance and restoration requirements.
- **Cost Recovery:** MOU to include reimbursement of City’s third-party expenses.
- **No Obligation:** Final execution of the MOU is subject to City Council approval and compliance with all legal requirements.

Fiscal Impact

There is no fiscal impact associated with approval of the ENA. Costs incurred by the City during the ENA term may be reimbursed through the future MOU.

City Council Agenda Report

Subject: Approval of Exclusive Negotiation Agreement (ENA) with The Olympic Club Regarding Improvements to Westlake Park

Meeting Date: July 9, 2025

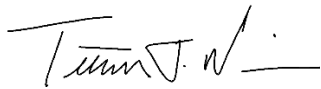
Page 2 of 2

Conclusion/Summary

The ENA provides a framework to explore a potentially transformative public-private partnership for improving Westlake Park.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tim Nevin", with a stylized flourish at the end.

Tim Nevin
Director of Finance and Administrative Services

Attachment:

1. Draft Exclusive Negotiation Agreement (ENA)

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this “**Agreement**”) is entered into effective as of _____, 2025 (“**Effective Date**”) by and between the City of Daly City, a municipal corporation (“**City**”) and The Olympic Club, a California nonprofit mutual benefit corporation (“**Club**”). City and Club are hereinafter referred to collectively as the “**Parties**.”

RECITALS

- A. The City owns that certain property commonly known as Westlake Park located at 145 Lake Merced Blvd., Daly City, California (the “**Park**”).
- B. The Club has proposed undertaking certain renovations and improvements with respect to the athletic fields and facilities at the Park (the “**Project**”) in return for certain exclusive and nonexclusive use rights at the Park upon completion of the Project (“**Club Use Rights**”).
- C. The purpose of this Agreement is to establish the procedures and standards for the negotiation of a potential memorandum of understanding (“**MOU**”) that would address: (i) the scope, construction and development of the Project on the Park and (ii) the terms and conditions governing the Club Use Rights. As more fully set forth below, this Agreement does not obligate the City to execute a MOU.
- D. The Parties agree the MOU shall prioritize public benefit programming, including but not limited to, youth programming, scheduled public field use, community tournaments, and infrastructure improvements for public accessibility.

TERMS AND CONDITIONS

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

1. Incorporation of Recitals. The Recitals set forth above, and all defined terms set forth in such Recitals and in the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as though set forth in full.
2. Negotiations. The Parties shall use their best efforts to negotiate a MOU that will describe the terms and conditions governing the scope and construction terms for the Project in the Park by the Club and the parameters of the Club Use Right as follows:
 - 2.1 Public Benefit. The MOU shall include specific provisions for community-facing improvements that allows for a multipurpose use of the facilities (e.g., youth sports, school use, public recreation) and a jointly developed Community Use Calendar to ensure a transparent allocation of public and Club access to renovated facilities.
 - 2.2 Good Faith. The Parties shall diligently and in good faith pursue such negotiations; provided, however that this Agreement does not impose a binding obligation on the City to execute a MOU, grant any approvals or authorizations required for the Project or provide any Club Use Rights. Club expressly acknowledges that any agreement resulting from

the negotiations contemplated hereby shall become effective only if the MOU is approved by the City Council following compliance with all applicable notice and hearing requirements and compliance with all other requirements of law. The Parties acknowledge that any final form of MOU may contain matters not covered in this Agreement, which is not intended to exclude or preclude any other issues that may arise during negotiations.

2.3 Exclusivity. City agrees that it will not, during the Term (defined below), directly or indirectly, through any officer, employee, agent, broker or otherwise, solicit, initiate or encourage the submission of bids, offers or proposals by any person or entity with respect to the construction, renovation, or improvement of the athletic fields and facilities at the Park or any exclusive use rights to use such athletic fields and facilities.

2.4 MOU Approval. The City shall have no legal obligation to grant any approvals or authorizations for the Project or the Club Use Rights prior to City Council approval of the MOU, its execution by the Parties, and compliance with other applicable requirements of law. The Parties agree that any MOU shall be substantially consistent with the City's negotiation framework, which includes:

- Defined scope of improvements
- Maintenance and operations responsibilities
- Public benefit programming and scheduling
- Cost reimbursement and use rights

3. Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall terminate twelve (12) months thereafter, unless extended or earlier terminated as provided herein. The Term may be extended for up to a maximum of six (6) additional months upon the mutual written agreement of Club and City and upon approval of the City Manager if the City Manager determines in his sole discretion that the Parties have made substantial progress in their negotiations to merit such extension. If a MOU has not been executed by the City and Club (or an entity related to Club and approved by the City) by the expiration of the Term (as the Term may have been extended pursuant to this Section), then this Agreement shall terminate, and neither Party shall have any further rights or obligations under this Agreement except such rights and obligations that expressly survive termination.

4. Deposit and Cost Recovery in MOU. While this Agreement does not require a deposit for the ENA, the Parties acknowledge and agree that the executed MOU will include a provision requiring Club to deposit to reimburse City for reasonable third-party legal, planning, and consultant expenses incurred during negotiation and project review. Any unused amount shall be returned upon termination of the MOU.

5. Termination.

5.1 Termination by Mutual Agreement. This Agreement may be terminated at any time by the mutual written consent of the Parties.

5.2 Termination by City. City shall have the right to terminate this Agreement upon City's good faith reasonable determination that Club is not negotiating diligently and in good faith. City shall exercise such right by delivering not less than ten (10) business days' advance written notice to Club describing the nature of Club's default and the termination date.

If Club does not commence to cure the default and resume negotiations in good faith within such ten (10) business day period, City may terminate this Agreement effective as of the termination date stated in the notice.

5.3 Termination by Club. Club shall have the right to terminate this Agreement upon Club's good faith reasonable determination that City is not negotiating diligently and in good faith. Club shall exercise such right by delivering not less than ten (10) business days' advance written notice to City describing the nature of City's default and the termination date. If City does not commence to cure the default and resume negotiations in good faith within such ten (10) business day period, Club may terminate this Agreement effective as of the termination date stated in the notice. In addition, Club shall have the right to terminate this Agreement, effective upon ten (10) days' written notice to City, if Club determines, in the exercise of Club's sole discretion, that the results of Club's investigation of the Park is unsatisfactory with respect to Club's desired development activities or if Club is unable to obtain other necessary approvals, rights or interests.

5.4 Effect of Termination. Upon the expiration of the Term as such may be extended, or upon the earlier termination of this Agreement, without the Parties having successfully negotiated and executed a MOU, this Agreement shall forthwith be void, and there shall be no further liability or obligation on the part of either of the Parties or their respective officers, employees, agents or other representatives under this Agreement except that the provisions of Section 6.1 (Studies), Section 6.2(Access; Indemnity), Section 7 (Confidentiality), and Section 9.7 (Indemnification) shall survive such termination. In no event shall either Party have the right to seek an award of damages as a result of the termination of this Agreement.

6. Compliance with Laws. The Parties acknowledge that the Project description set forth in this Agreement is preliminary in nature and shall be described in further detail in the MOU to be negotiated during the Term. The Parties acknowledge that the Project may require the grant of discretionary permits subject to the City's normal review and approval process and that nothing in this Agreement is intended to or shall be interpreted as the grant of any permits or approvals for the Project or the Park, or the modification or waiver of any City procedures or requirements. Without limiting the foregoing, the Parties acknowledge that the City retains discretion to (i) modify the Project as City may, in its discretion, determine to be necessary to comply with law and/or (ii) determine not to proceed with the Project.

7. Club Studies; Milestones; Right of Access.

7.1 Club Studies. During the Term of this Agreement, Club may prepare, at Club's sole expense, any studies, surveys, plans, specifications, and reports ("Club Studies") Club deems necessary or desirable in Club's sole discretion, to determine the suitability of the Park for the Project. Such studies may include, without limitation, feasibility, soils, seismic and environmental studies, financial feasibility analyses, and design studies. Club agrees to include in all contracts for the preparation of any Club Studies a provision that will permit City to have the right to use and rely upon each such study and report. All Club Studies will be submitted to the City; provided, however, that the Club shall not be obligated to provide proprietary or financial information regarding the Club. The obligation of this Club to provide reports and studies pursuant to this Section 8.1 shall survive the expiration or earlier termination of this Agreement. Design proposals submitted under this Agreement shall be evaluated using a multipurpose design evaluation criterion provided by the City. The criteria will evaluate proposed elements for accessibility, community use, adaptability to various sports, and long-term maintenance sustainability. All designs meet ADA standards and federal, state and local

zoning/building codes.

7.2 Project Milestones. The Parties shall mutually agree upon scheduled timelines and negotiation milestones during the ENA term which include: submission of Club Studies, preliminary design concepts, draft of proposed MOU Terms/Term Sheet.

7.3 Right of Access. Club shall have the right of reasonable access to the Park for the purposes of inspection, environmental assessments, soils testing, and similar work. Club shall be responsible for obtaining any additional rights of access to the Park from third parties that may be necessary to prepare Club's Studies. The City may impose reasonable limitations on access to the Park and may require Club to provide City with proof of insurance in compliance with City's requirements prior to performance of studies on the Park. City's advance written approval from the Director of Economic and Community, which shall not be unreasonably withheld, conditioned, or delayed, shall be required for any invasive testing. Club agrees that unless City agrees otherwise in writing, Club shall repair, restore, and return the Park and all improvements located thereon to their condition immediately prior to any such testing at Club's sole cost and expense. Club shall keep the Park free and clear of all liens and encumbrances related its access under this Section 6.2.

7.4 Indemnity. Club shall indemnify, defend, and hold the City and its elected and appointed officers, officials, employees, consultants, agents and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including without limitation reasonable attorney's fees and of litigation) (all of the foregoing, collectively "**Claims**") arising out of Club's and Club's agents, employees, consultants, representatives and contractor's entry on the Park or otherwise arising out of the exercise of this right of access, provided that Club shall have no obligation related to Claims resulting from the Indemnitees' gross negligence or willful misconduct, or Club's mere discovery of information regarding the Park. Club's defense and indemnity obligations pursuant to this Section 6.3 shall survive the expiration or earlier termination of this Agreement.

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

9. Defaults and Remedies.

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

9.2 Remedies. In the event of an uncured default by a Party hereunder, the sole remedy of the non-defaulting Party shall be to terminate this Agreement. Following such termination, neither Party shall have any right, remedy, or obligation under this Agreement; provided however, any obligation under a specific provision of this Agreement for a Party to provide indemnity and defense shall survive such termination.

10. Miscellaneous.

10.1 Assignment. The qualifications and identity of Club are of concern to City. It is because of those unique qualifications and identity that City has entered into this Agreement with Club. Accordingly, except as provided below, Club may not assign its rights under this Agreement to any other person or entity, without the prior written approval of City. Any purported voluntary or involuntary assignment of Club's exclusive negotiation rights without such City written approval shall be null and void.

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

To City:

City of Daly City
333 90th Street
Daly City, CA 94015
Attn: Director of Finance and
Administrative Services

With copy to:

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

To Club:

The Olympic Club
524 Post Street
San Francisco, CA 94102
Attn: Tim Muessle, GM/COO

With copy to:

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

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

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

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

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

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

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

10.10 Captions; Interpretation. This Agreement shall be interpreted as though prepared jointly by the Parties. Titles and captions are for convenience of reference only and do not



City Council Agenda Report

Item # _____

Meeting Date: July 14, 2025

Subject: Appropriate and Amend the City Manager's authority for the Mussel Rock Stability Project

Recommended Action

Staff recommends that the City Council:

- 1) Appropriate an additional \$1,500,000 for the Mussel Rock Stability Project from Fund 333, unrestricted fund balance;
- 2) Reallocate \$90,000 from the War Memorial & John Daly Library Lighting project, \$400,000 from the War Memorial Community Center HVAC project, and \$810,000 from the Westlake Library HVAC and Roof project to the Mussel Rock Stability Project; and
- 3) Authorize the City Manager to execute and award contracts/change orders for the Mussel Rock Stability Project in an amount not to exceed a total of \$6,800,000

Background

The Mussel Rock Landfill is a closed landfill in Daly City located adjacent to the Pacific Ocean near Westline Drive. It contains over a million cubic yards of waste and is subject to continuous land movement and erosion. The site contains two large landfill areas, more formally known as the Lower Disposal Area (LDA) within the middle and southern areas of the site, and the Upper Disposal Area (UDA) located in the northern portion of the site.

There is an urgent need to perform seawall repair and revetment installation as quickly as possible to reduce the risk of the landfill material from being undermined and getting into the ocean.

On April 14, 2025, the City Council authorized the City Manager to award contracts for the Mussel Rock Stability project in an amount not to exceed \$4,000,000.

Discussion

In June of 2025, a construction contract was executed for the seawall repair work. The estimated construction cost for the seawall repair and the revetment installation is \$6,300,000. An additional \$500,000 is needed for construction support and contingency for a total estimated cost of \$6,800,000.

The City Manager's contract authority of \$4,000,000 needs to be increased by \$2,800,000. Staff is recommending to reallocate \$1,300,000 from previously approve projects to help fund this work. An additional \$1,500,000 will need to be appropriated to fully fund the project.

Fiscal Impact

The estimated project cost for the Mussel Rock Stability Project is \$6,800,000. If approved, \$90,000 from the War Memorial & John Daly Library Lighting project 33188500, \$400,000 from the War Memorial Community Center HVAC project 33193200, and \$810,000 from the Westlake Library HVAC and Roof project 33152600, will be reallocated to the Mussel Rock Stability Project. An additional \$1,500,000 will be appropriated from Fund 333, unrestricted fund balance to the Mussel Rock Stability Project to fully fund the work.

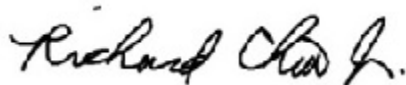
Summary/Conclusion

Staff recommends that the City Council:

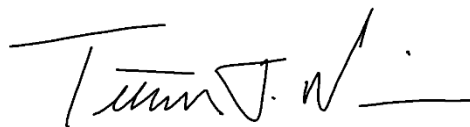
- 1) Appropriate an additional \$1,500,000 for the Mussel Rock Stability Project from Fund 333, unrestricted fund balance;
- 2) Reallocate \$90,000 from the War Memorial & John Daly Library Lighting project, \$400,000 from the War Memorial Community Center HVAC project, and \$810,000 from the Westlake Library HVAC and Roof project to the Mussel Rock Stability Project; and
- 3) Authorize the City Manager to execute and award contracts/change orders for the Mussel Rock Stability Project in an amount not to exceed a total of \$6,800,000

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

Respectfully submitted,



Richard Chiu, Jr.
Director of Public Works



Tim Nevin
Director of Finance and Administrative Services



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 14, 2025

Subject: Approve Memorandum of Agreement with City and County of San Francisco for Funding, Construction, and Operation of the Vista Grande Drainage Basin Improvement Project

Recommended Action

Authorize the City Manager to execute a Memorandum of Agreement (MOA) with the City and County of San Francisco (SFPUC) for the funding, construction, and operation of the Vista Grande Drainage Basin Improvement Project.

Background/Discussion

The Vista Grande Drainage Basin Improvement Project (Project) is a multi-benefit stormwater management project that will manage, treat, and reuse stormwater in the Vista Grande Drainage Basin while also providing regional water quality, water supply, wastewater, environmental and recreational benefits.

The Vista Grande storm drain system drains the northwestern portion of Daly City (City) and an unincorporated portion of San Mateo County – areas originally within the watershed of Lake Merced. In the 1890's, the Vista Grande Canal and Tunnel were built to divert storm water away from the lake to an outlet at the Pacific Ocean. The existing Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows, and this periodically causes backup of Tunnel flows into the Canal and flooding during peak storm events in adjacent low-lying residential areas and along John Muir Drive. This Project will allow the City and SFPUC to work collaboratively to alleviate flooding in the Vista Grande Drainage Basin and Lake Merced Tract and facilitate augmentation and management of Lake Merced water levels using sustainable supplies of the City's stormwater. The Project also upgrades the pipeline system that transports treated wastewater from the North San Mateo County Sanitation District's Wastewater Treatment Facility to its permitted discharge point in the Pacific Ocean.

The Project is 100% designed, shovel-ready, and is anticipated to go out to bid next month. Through this Project, the City, SFPUC, and other partners will be investing over \$150,000,000 in critical local infrastructure.

Through this MOA, the SFPUC is committed to funding \$35,000,000 in construction cost and \$3,000,000 in habitat mitigation. This was the amount identified in a Cost Allocation Study performed by Daly City financial consultants at Hilton, Farnkopf, and Hobson, LLC.

In addition to the \$38,000,000 contribution by SFPUC, Daly City has received the following contribution commitments:

- \$48,680,385 - North San Mateo County Sanitation District
- \$15,000,000 - San Mateo County
- \$3,440,000 - California Department of Transportation (Caltrans)
- \$5,000,000 – Grant from the State Water Resources Control Board
- \$959,752 - Grant from Congressman Kevin Mullin's Office

City Council Agenda Report

Subject: Authorize Memorandum of Agreement with City and County of San Francisco for Funding, Construction, and Operation of the Vista Grande Drainage Improvement Project

Meeting Date: July 14, 2025

Page 2 of 2

Fiscal Impact

This MOA will provide a funding contribution of \$38,000,000 to the Vista Grande Drainage Basin Improvement Project. The other financing opportunities identified by staff include low-interest loans through the California Clean Water Act State Revolving Fund program, where a \$62,889,860 construction loan agreement has been executed. The other is through the Federal Environmental Protection Agency Water Infrastructure Finance and Innovation Act program, where a \$33,890,228 loan agreement is in process and scheduled to close by end of the year.

Summary/Conclusion

Authorize the City Manager to execute a Memorandum of Agreement with the City and County of San Francisco for the funding, construction, and operation of the Vista Grande Drainage Basin Improvement Project.

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

Respectfully submitted,



Thomas J. Piccolotti
City Manager



Joshua Cosgrove
Director of Water and Wastewater Resources

Attachment A: Draft SFPUC MOA Documentation

**MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE CITY OF DALY CITY
AND
THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REGARDING OPERATION OF THE
VISTA GRANDE DRAINAGE BASIN IMPROVEMENT PROJECT**

THIS Memorandum of Agreement (“MOA”) is entered into this __ day of _____, 2025, by and between the City of Daly City (“Daly City”) and the San Francisco Public Utilities Commission (“SFPUC”) (individually, each a “Party,” and collectively referred to as the “Parties”) for the purpose of delineating responsibilities for the funding and operation of Daly City’s Vista Grande Drainage Basin Improvement Project (the “Vista Grande Project” or the “Project”).

WHEREAS, the SFPUC and Daly City are working collaboratively towards Daly City’s implementation of the Vista Grande Project to alleviate flooding in the Vista Grande Basin within Daly City and the SFPUC’s Lake Merced Tract and also facilitate augmentation and management of Lake Merced water levels using sustainable supplies of Daly City’s stormwater; and

WHEREAS, in 1930, the SFPUC purchased the Lake Merced Tract from the Spring Valley Water Company (“Spring Valley”), and historically used Lake Merced as a potable water supply; and

WHEREAS, in 1895, Spring Valley constructed a dam in the outlet of Lake Merced, preventing overflow of the lake into the Pacific Ocean and increasing total water storage capacity by 2.5 billion gallons; and

WHEREAS, Lake Merced is a surface water body that is interconnected to groundwater within the Westside Groundwater Basin (“Basin,” California Department of Water Resources Basin No. 2-35) in western San Francisco and northern San Mateo counties, and a fraction of the inflow to Lake Merced percolates to underground storage in the Basin through the bed of the lake; and

WHEREAS, the SFPUC today maintains Lake Merced for the beneficial uses of recreation and wildlife habitat, and continues to maintain the capability of using surface water from the lake as a non-potable emergency water supply through use of the Lake Merced Pump Station; and

WHEREAS, declines in Lake Merced water levels, generally attributable to Spring Valley’s diversion of stormwater away from Lake Merced following construction of the Vista Grande Canal and Tunnel in 1897, 20th century urban development in San Francisco and Daly City, drought conditions, and regional groundwater pumping, have generated concern regarding the long-term viability of Lake Merced; and

WHEREAS, the SFPUC and Daly City have a successful history of working cooperatively with citizens’ groups and environmental stakeholders regarding efforts to maintain Lake Merced water levels following the filing of a January 29, 2001 petition by California Trout at the California State Water Resources Control Board that sought to reverse declining lake levels following the 1987-94 drought; and

WHEREAS, Daly City and the SFPUC have made significant progress in developing plans and projects for stabilizing Lake Merced water levels, including entering into a March, 2002 Agreement for Purchase and Sale of Recycled Water (“2002 Recycled Water Agreement”) between Daly City, the North San Mateo County Sanitation District, the SFPUC, and the Olympic, Lake Merced, and San Francisco Golf Clubs; and

WHEREAS, groundwater monitoring performed following the 2005 delivery of recycled water for irrigation purposes to the Olympic, Lake Merced and San Francisco Golf Clubs under the 2002 Recycled Water Agreement has demonstrated beneficial effects on Lake Merced water levels resulting from the substitution of recycled water for groundwater used for irrigation purposes; and

WHEREAS, Daly City owns and operates the Vista Grande Canal within the SFPUC's Lake Merced tract, and leases the Vista Grande Tunnel from the SFPUC under a lease dated August 14, 2007 authorized under SFPUC Res. No. 07-0145 and Daly City Council Res. No. 07-132 (the "Tunnel Lease"), and Daly City is now a tenant at will be due to expiration of the Lease term on or about August 14, 2017; and

WHEREAS, the existing Vista Grande Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows to the Pacific Ocean; and

WHEREAS, storm-related flooding within the Vista Grande Watershed has resulted in property damage in adjacent low lying residential areas within the northern portion of Daly City; and

WHEREAS, storm-related flooding within the Vista Grande Watershed, particularly uncontrolled overflows into Lake Merced from the Vista Grande Canal across John Muir Drive, has resulted in property damage to John Muir Drive and associated areas; and

WHEREAS, Daly City studied the possible addition of stormwater from the Vista Grande Canal to Lake Merced in a controlled fashion, in an effort to mitigate flooding and reconnect Lake Merced to its historic watershed; addition of stormwater would also avoid the need for periodic additions of imported surface water to Lake Merced by the SFPUC as has occurred historically; and

WHEREAS, on December 11, 2017, Daly City certified the Vista Grande Project environmental impact report and impact statement ("EIR/EIS") under the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA"), and approved the Vista Grande South Lake Merced Alternative described in the Project EIR/EIS via City Council Res. No. 17-200, dated December 11, 2017; and

WHEREAS, under the South Lake Merced Alternative, the Vista Grande Project is intended to route storm water from the Vista Grande Canal to South Lake Merced as well as to the Pacific Ocean, reduce uncontrolled overflows from the Vista Grande Canal into Lake Merced, achieve a sustained increase in Lake Merced Lake levels, improve storm water quality, and further the restoration of the drainage basin's natural hydrology; and

WHEREAS, the SFPUC approved its Water System Improvement Program ("WSIP") on October 30, 2008 in Resolution No. 08-0200, following certification of the WSIP programmatic environmental impact report under CEQA by the San Francisco Planning Commission on October 30, 2008 in its Motion No. 17743; and

WHEREAS, the Phased WSIP adopted by the SFPUC includes the development of 10 million gallons per day ("mgd") of additional water for retail customers in San Francisco through additional water conservation, recycled water, and groundwater development in San Francisco, based on a water supply goal and objective of diversifying water supply options for retail and wholesale water customers during drought and non-drought periods; and

WHEREAS, the Phased WSIP included the Regional Groundwater Storage and Recovery (“RGSR”) project to provide greater water supply reliability to the SFPUC’s retail and wholesale water customers by substituting additional SFPUC surface water supplies in wet and normal years for groundwater pumping by the California Water Service Company, San Bruno, and Daly City, resulting in potential in lieu storage of up to 61,000 acre-feet of water in the southern portion of the Westside Basin in northern San Mateo County; and

WHEREAS, the Phased WSIP also included the San Francisco Groundwater Project to diversify water supplies available to retail customers, and to provide additional potable emergency water supplies in San Francisco, through the production of up to 4 mgd of groundwater in the northern portion of the Westside Basin in San Francisco; and

WHEREAS, the SFPUC approved the implementation of the San Francisco Groundwater Project on January 14, 2014 in Resolution No. 14-0010, following certification of the project environmental impact report under CEQA by the San Francisco Planning Commission on December 19, 2013, in its Motion No. 19050; and

WHEREAS, to mitigate impacts resulting from the operation of the RGSR and San Francisco Groundwater Projects and their potential adverse impacts on Lake Merced, the WSIP programmatic environmental impact report required the SFPUC to (1) implement Mitigation Measure 5.6-1, Westside Basin Groundwater Monitoring to Determine the Safe Yield of the Westside basin; and (2) Mitigation Measure 5.6-2, implementation of a Lake Level Management Plan for Lake Merced; and

WHEREAS, in its approval of the San Francisco Groundwater Project in its Resolution No. 14-0010, the SFPUC agreed to implement Mitigation Measure M-HY-9, Lake Level Management for Lake Merced, in order to address potentially significant water quality impacts related to changes in Lake Merced water levels caused by project groundwater pumping in the following impact areas: aesthetics (impact AE-4); biological resources (impacts BI-6 and BI-7); hydrology (impact H-9); and cumulative impacts (impacts C-HY-4 & 5). In general, Mitigation Measure M-HY-9 requires the SFPUC to gradually increase project groundwater pumping “in a stepwise manner” while monitoring for excessive declines in Lake Merced water levels, and to redirect or restrict increasing pumping should undesirable effects occur at Lake Merced; and

WHEREAS, San Francisco Groundwater Project Mitigation Measure M-HY-9 anticipated that stormwater from the Vista Grande Project might be available as a “supplemental water source” to maintain Lake Merced water levels, which would further the cooperative efforts of Daly City and the SFPUC to protect Lake Merced while sustainably managing the Westside Groundwater Basin, consistent with the Sustainable Groundwater Management Act, California Water Code §§10720 *et seq*; and

WHEREAS, Daly City’s Vista Grande Project operates to mitigate impacts from SFPUC’s implementation of the RGSR and San Francisco Groundwater Projects, by increasing water surface elevations in Lake Merced;

WHEREAS, it is in the interests of both Daly City and the SFPUC for Daly City to proceed expeditiously with the implementation of the Vista Grande Project, and to do so in a manner that addresses both historic flooding and the parties’ shared goal of sustainably managing Lake Merced water levels and portions of the Westside Groundwater Basin within their respective jurisdictional control; and

WHEREAS, in November 2019, Brown and Caldwell, Inc. and McMillian Jacobs & Associates prepared “Project Plans for Construction of the Vista Grande Drainage Basin Improvements,”

which provides the 100 percent design for the Vista Grande Project (“Project 100 % Design”); and

WHEREAS, Daly City anticipates publishing a call for bids on the Vista Grande Project construction work, upon receipt of all required permits; and

WHEREAS, Daly City has prepared and will be implementing a Lake Management Plan, which will be incorporated into San Francisco Regional Water Quality Control Board permitting for the Vista Grande Project, that details Daly City’s water quality monitoring and operational responsibilities to augment water surface elevation in Lake Merced to the stated goal (weather permitting); and

WHEREAS, the SFPUC reviewed and concurs with the terms of the Lake Management Plan, which will assist with SFPUC’s mitigation obligations in its approval of the RGSR and San Francisco Groundwater Projects; and

WHEREAS, the SFPUC performs routine quarterly water quality monitoring and undertakes management activities in and around Lake Merced that are not related to the Project;

WHEREAS, both Daly City and the SFPUC wish to memorialize their respective obligations as follows: (1) Daly City to implement the Vista Grande Project; (2) Daly City and SFPUC to share water quality and hydrologic data related to Lake Merced; (3) memorialize the SFPUC’s financial contribution towards Project construction; and (4) affirm commitments to sustainably operate the portion of the Westside Basin within their respective jurisdictions while protecting the beneficial uses of Lake Merced.

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 Vista Grande Project, which is intended to reconnect Lake Merced with its historic watershed, providing a source of water to increase the water surface elevation of Lake Merced and address localized flooding that periodically occurs across John Muir Drive.

1.2 Daly City Joint Powers Financing Authority (“Authority”) is a joint powers financing authority created under Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California created, in part, to assist with funding and financing of the Project.

1.3 The SFPUC is responsible for managing San Francisco’s municipal utilities pursuant to the Charter of the City and County of San Francisco (“City”). The SFPUC is also the owner and operator of Lake Merced and the Lake Merced tract, as well as the owner of the Vista Grande Tunnel that is currently leased to Daly City.

SECTION 2: DEFINITIONS

2.1 “Authority” refers to the Daly City Joint Powers Financing Authority.

2.2 “Basin” refers to the Westside Groundwater Basin in Western San Francisco and Northern San Mateo Counties, depicted as Basin No. 2-35 by the California Department of Water Resources.

2.3 “Contractor(s)” refers to the licensed construction contractor(s) retained and approved by Daly City to construct the Project as described in the Project 100% Design, and any subconsultants retained thereby and approved by Daly City, which will be wholly or partially funded by monies provided by the SFPUC.

2.4 “Daly City” refers to the City of Daly City.

2.5 “Effective Date” refers to the date that the San Francisco Board of Supervisors adopts a resolution approving this MOA following approval by the SFPUC.

2.6 “Lake Management Plan” refers to the Vista Grande Project Lake Merced Lake Management Plan prepared by Daly City and approved by the San Francisco Bay Regional Water Quality Control Board, a draft of which is attached hereto as **Exhibit A**.

2.7 “Lake Merced Tract” refers to the tract of land designated as SFPUC Parcel No. 55 of San Francisco County Lands, in that certain deed between the Spring Valley Water Company and the City and County of San Francisco, dated and recorded in the office of the County Recorder of the City and County of San Francisco on March 3, 1930 in Liber 2002 of Official Records at Page 1.

2.8 “Parties” means Daly City and the SFPUC.

2.9 “Prior Planning, Design, and Engineering Services Contracts” refers to Vista Grande Project related expenses previously incurred by Daly City, and partially funded by the SFPUC in the amount of \$205,500, for planning, design, and engineering expenses, as well as consultant fees for securing those permits necessary for Vista Grande Project implementation.

2.10 “Project” means the proposed construction work to implement the Vista Grande Drainage Improvement Project, including: modifications to the Vista Grande Canal; construction of a diversion structure to divert stormwater from the canal to Impound Lake in accordance with the approved Lake Management Plan; construction of two treatment wetlands over a portion of the reconstructed canal that will use water pumped from the lake during the dry season to maintain the wetlands; reconstruction of the Lake Merced Overflow Outlet to drain water out of Lake Merced where necessary and consistent with the Lake Management Plan; construction of a new Vista Grande Tunnel to the Pacific Ocean; and structural improvements at Daly City’s beach outlet structure.

2.11 “SFPUC” or “San Francisco” means the San Francisco Public Utilities Commission.

2.12 “Vista Grande Project” means the Vista Grande Drainage Basin Improvement Project described in the environmental impact report and impact statement under CEQA and “NEPA” by Daly City on December 11, 2017 and as described in the Project 100% Design.

2.13 “Vista Grande Project 100% Design” means the project design attached hereto as **Exhibit B**.

SECTION 3: PURPOSE OF THE MOA

3.1 Purpose.

The purpose of this MOA is to identify the Parties’ respective obligations for the implementation of the Vista Grande project. Specifically, under this MOA:

(1) The SFPUC shall provide the Authority with funding in an amount not to exceed \$35,000,000, which shall be applied solely to the actual construction costs of the Vista Grande Project.

(2) The Parties shall voluntarily share with each other any and all information generated, and requested by the other Party, regarding the water level and quality of Lake Merced, the quantity and frequency of stormwater diversions from the Vista Grande Canal to Lake Merced, and the quantity and frequency of stormwater withdrawn from Lake Merced and directed back to the Vista Grande Canal and Vista Grande Tunnel for discharge to the Pacific Ocean.

(3) The Parties reserve all rights to initiate or participate in a general adjudication of groundwater rights in the Basin, subject to mutual agreement on certain factual stipulations set forth in Section 5.4 of this MOA, should the Parties participate in a future adjudication.

SECTION 4: FUNDING FOR THE PROJECT

4.1 Funding.

A. Amount of Funding. The SFPUC will reimburse Daly City, via the Authority, for Project construction costs in a total amount not-to-exceed \$35,000,000 (“Contribution Amount”). The Contribution Amount excludes any previous sums provided by SFPUC to Daly City for any prior Project-related costs.

B. No SFPUC Liability for Increases in Estimated Construction Costs. Daly City shall be solely responsible for any and all Project capital costs in excess of the Contribution Amount, whether such excess costs are attributable to (1) errors or omissions in Project engineering, design, or construction by Daly City, its Contractor, or the consultants hired by Daly City; (2) unforeseen events beyond the control of Daly City and its Contractor; or (3) any other cause.

4.2 Additional Project Capital Costs Payable by Daly City to SFPUC and San Francisco Department of Public Works; Maintenance of Mitigation Plantings on Lake Merced Tract at SFPUC Expense.

A. Project-Related Real Estate Acquisitions. Daly City shall be solely responsible for paying all costs and fees associated with acquiring Project-related (1) s within the Lake Merced Tract; (2) licenses for temporary use of SFPUC property as construction staging areas; and (3) major encroachment permits from the San Francisco Department of Public Works for Project facilities within public streets. The Parties agree that any Project-related real property conveyances from SFPUC or the City to Daly City will further a proper public purpose.

B. Temporary Support or Relocation of SFPUC Utility Infrastructure Required by Project Construction. Daly City shall be responsible for the costs of temporary support and any necessary relocations of SFPUC water, wastewater and energy facilities affected by Project construction, as well as the metered costs for the temporary diversion of stormwater from the Vista Grande system into the SFPUC’s “Westside Transport” sewer transmission main, and associated treatment costs at the SFPUC’s Oceanside Wastewater Treatment Plant at then-current SFPUC rates for wastewater treatment and disposal.

C. Transfer of Title to Vista Grande Tunnel under Tunnel Lease. The Parties acknowledge that, pursuant to Section 21.2 of the Tunnel Lease, the City agreed to

transfer title to the Vista Grande Tunnel to Daly City at no cost in the event that Daly City implemented a project or projects to eliminate overflows from the Vista Grande Canal by the end of the Lease term. The Tunnel Lease expired in 2017. Daly City will pay an amount equal to the appraised value, as determined by an independent third-party appraisal and approved by the City's Director of Real Estate, for the Vista Grande Tunnel and associated easement.

D. Allocation of Project Mitigation Costs Imposed by California Coastal Commission (CCC). Daly City shall be solely responsible for payment of all Project capital costs required to comply with any CCC mitigation measures imposed in the Project Coastal Development Permit. With regard to CCC-imposed mitigation measures consisting of removal of non-native vegetation and the planting of willows and other native plant species within the Lake Merced Tract, Daly City's Contractor(s) will design, install, and establish the initial plantings under license from the SFPUC, as well as perform required monitoring and regulatory reporting to the CCC. The SFPUC will be solely responsible for payment of all costs to maintain mitigation-related plantings within the Lake Merced Tract under the terms of the license issued to Daly City. Work performed is further described in Exhibit "C", Mitigation Plantings Maintenance Plan.

E. Cost Estimates for Foregoing Items.

The Parties acknowledge that certain project-related costs incurred by Daly City, including but not limited to easement acquisition, licensing fees, encroachment permits, utility relocations, and CCC mitigation measures, remain subject to refinement and future determination.

To avoid delay in execution of this MOA, the following estimated cost figures are provided by Daly City as good faith estimates for planning and coordination purposes and shall not be construed as a condition precedent to the effectiveness of this MOA or an obligation on the part of Daly City to finalize such costs prior to execution of MOA. These estimates may be updated by Daly City through written notice as actual costs are established. When estimates are not available value shall be marked as "TBD" and updated by the parties in good faith.

1. Estimated Daly City Costs:

- a. Payment for parcels within the Lake Merced Tract required for Project construction, including the Vista Grande Tunnel and associated easement: \$_____ (TBD)
- b. Payment for licenses fees for temporary use of SFPUC property for construction staging: \$_____ (TBD)
- c. Major encroachment permit fees payable to San Francisco Department of Public Works: \$_____ (TBD)
- d. Payment for temporary relocation, support, and reinstallation of SFPUC utility facilities: \$200,000
- e. Unit cost of stormwater treatment at SFPUC Oceanside Wastewater Treatment Plant (first flush and base flows) during construction of the new Vista Grande Tunnel: \$10.09/ccf

- f. Capital cost for construction of onsite mitigation within the Lake Merced Tract required by the CCC as well as ongoing monitoring and reporting:
\$____(TBD)

2. Estimated SFPUC Costs:

- g. Maintenance of mitigation plantings within the Lake Merced Tract required by the CCC over a typical 10 year reporting period.
Yearly plant maintenance expenses: up to \$10,000 per year.
Approximate cost of maintenance over 10 year mitigation period:
\$3,000,000. (Note: Contractor has a 5-yr performance period, which they are responsible for the maintenance over the 10 year period.

4.3 Administration of Project Construction Contract.

Daly City shall serve as the project manager of the contract(s) for the construction of the Project by Contractor(s) and shall be responsible for managing all such contract(s). Daly City's contract with the Contractor(s) that are funded in whole or in part using SFPUC funds, shall contain language that deems the Contractor(s) to be an independent contractor of Daly City and not an agent or employee of the SFPUC.

4.4 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, Daly City shall provide the SFPUC ten (10) business days to review any proposed modifications or change orders affecting the Project construction contracts, along with any related plans and specifications. 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.

4.5 Testing Period Following Completion of Project.

A. Following completion of construction but prior to Project close out, the Parties agree to perform a test run of the entire system, including the pumping of water from the Canal to the constructed treatment wetlands to Lake Merced, and the withdrawal of water from Lake Merced via the Overflow Outlet, assuming there exists adequate flow in the Vista Grande Canal to perform such tests and the water surface elevation in Lake Merced is at least 7.0 feet City and County of San Francisco Datum.

B. If the Vista Grande Canal does not contain adequate flow for a pumping test of water from the Vista Grande Canal to the constructed treatment wetlands, such test shall not be required.

4.6 Fiscal Limitations. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation; Prohibition on Use of Funds for Political Activities.

A. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non- Appropriation. The SFPUC's payments under this MOA are subject to and contingent upon the budget and fiscal provisions of the Charter of the City . Charges will accrue only after prior written authorization certified by the City's Controller, and the amount of the SFPUC's obligation hereunder shall not at any time exceed the amount

certified for the purpose and period stated in such advance authorization. The SFPUC's financial obligations under this MOA 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, the SFPUC's financial obligations under this MOA will terminate, without penalty, liability or expense of any kind to City at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this MOA 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.

B. Guaranteed Maximum Costs. The SFPUC's payment obligation to Daly City cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Daly City under this MOA in excess of the certified maximum amount without the Controller having first certified the additional promised amount and, if necessary, the Parties having modified this MOA as provided in Section 6.9 of this MOA.

C. Prohibition on Use of Public Funds for Political Activity. In performing work under this MOA, the recipient of City funds shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement as amended from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The recipient of City funds is subject to the enforcement and penalty provisions in Chapter 12G.

4.7 Payment.

Daly City shall submit Contractor's monthly invoices, to the SFPUC for approval within thirty (30) days of receipt by Daly City. The Project construction invoices shall set forth in detail the work performed and the expenses incurred and shall identify which Contractor or subcontractor performed the construction work. The SFPUC shall review, 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 the Contribution Amount.

4.8 Books and Records.

Daly City agrees to maintain all documents and records regarding use of funds received from the SFPUC for payments to Contractor 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 MOA. Daly City agrees to provide the SFPUC with reasonable access to its books and records for purposes of auditing the use of funds contributed by the SFPUC for Project purposes.

4.9 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 San Francisco:

- 1. 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;

2. Worker's Compensation in statutory amount including Employer's Liability coverage with limits not less than \$1,000,000 for each accident, injury, or illness. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors;

3. Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.

4. Professional Liability Insurance with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors, or omissions in connection with professional services (e.g., performing field engineering, surveying, preparing designs, calculations drawings and specifications) to be provided under this Contract. Contractor's professional liability policy shall not have an exclusion for environmental compliance management or construction management professionals; and

5. Pollution Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit (true occurrence form) from bodily injury, property damage, abatement of hazardous or contaminated materials, including coverage for Non- Owned Disposal Site, and on-site or off-site third-party claims. Contractor and its subcontractor(s) performing abatement or disposal of such materials must have insurance coverage and shall do so in accordance with the requirements of the Contract Documents. 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.

6. Provide evidence of Builders Risk coverage for the work performed and its full replacement value.

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 MOA; (iii) provide that it applies separately to each insured against whom claim is made or suit is brought; (iv) provide for at least thirty (30) calendar days' advance written notice to the SFPUC of cancellation or modification; and (v) provide for a waiver of subrogation in favor of the City.

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 one hundred percent (100%) 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.

4.10 Termination Clause.

The Contract 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.

4.11 Indemnity.

The Contracts for work performed that is reimbursed in whole or in part by SFPUC funds shall contain language requiring the Contractor(s) or consultants to indemnify, defend, and hold harmless the City 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 language that incorporates the indemnification requirement referenced above in the Contracts.

4.12 Ownership, Operation and Maintenance of Completed Project.

Following the completion and acceptance of the Project by Daly City, Daly City shall own, operate and maintain the Vista Grande Project. SFPUC will continue to own the Lake Merced drain which will be rehabilitated as part of the Project. Following completion of rehabilitation, the Lake Merced drain will be operated and maintained by Daly City under a long-term license agreement from the SFPUC, with drain operation in accordance with the terms of the agreed upon Lake Management Plan as it may be modified by mutual agreement in the future under Section 5.2.

4.13 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: PROJECT COORDINATION AND OPERATION

5.1 Information Sharing for Project Implementation.

A. Daly City Information Sharing Obligations. Upon request, Daly City shall voluntarily and timely provide to the SFPUC any and all information submitted by Daly City to the San Francisco Bay Regional Water Quality Control Board regarding the Vista Grande Project and any water quality or quantity data generated, but not yet submitted, to the San Francisco Bay Regional Water Quality Control Board. The SFPUC shall have the right to participate in meetings with San Francisco Bay Regional Water Quality Control Board staff regarding Project implementation and operation.

B. SFPUC Information Sharing Obligations. Upon request, SFPUC shall provide to Daly City any and all information regarding Lake Merced water surface elevations and water quality that is developed by, contracted for, or otherwise in the possession of SFPUC. Information pertinent to Lake Merced water surface elevations and water quality shall be interpreted to include available information regarding all four lakes (North Lake, East Lake, South Lake, and Impound Lake) that comprise the entirety of Lake Merced. Such information includes but is not limited to the results of any performed water quality sampling, information regarding groundwater pumping rates in the Westside Groundwater Basin, any emergency notices issued regarding the quality of Lake Merced water, and any information regarding changes to the connections among the four lakes that comprise Lake Merced.

5.2 Daly City Operation of the Vista Grande Project; Indemnification.

Daly City shall at all times operate the Project consistent with the current contents of the Vista Grande Project Lake Management Plan, as approved by the San Francisco Bay Regional Water Quality Control Board. The Lake Management Plan is expected to be

adjusted after the effective date of this MOA as a result of adaptive management and the information provided to the San Francisco Bay Regional Water Quality Control Board in annual and five-year reports prescribed by the Lake Management Plan. As the supplier of stormwater to Lake Merced through operation of the Project, Daly City shall have sole responsibility for compliance with all state and federal regulations and permitting requirements that are related to the addition of stormwater to Lake Merced. In the event that Daly City fails to comply with any of its applicable state and federal permits, or SFPUC notifies Daly City of potential negative impacts to lake water quality exclusively due to the diversion of Daly City's stormwater, the SFPUC reserves the right to request that Daly City cease diversion of any stormwater to the lake until such a time as the permit compliance is restored or the impact to the lake is abated.

Daly City agrees to indemnify and defend the City and its officers, agents and employees from any and all liabilities, losses, damages or expenses, including, without limitation, reasonable attorneys' fees ("Claims"), to the extent they arise from or relate in any way to Daly City's acts or omissions concerning the operation of the Vista Grande Project; except that Daly City's foregoing indemnity obligation shall not apply to (i) any and all Claims associated with water quality conditions of Lake Merced, except to the extent a water quality condition arises out of or is in any way related to Daly City's diversion of stormwater into Lake Merced, or (ii) any and all Claims to the extent they arise from the negligence or willful misconduct of the City, its officers, agents or employees.

5.3 Lake Merced Water Quality.

As of the effective date of this MOA, Lake Merced is listed as an impaired water body under Section 303(d) of the Clean Water Act, 33 U.S.C. § 1313(d), for dissolved oxygen (DO) and pH. The Parties agree to coordinate any efforts to change Lake Merced's characterization on the State of California's list of impaired water bodies.

5.4 Water Rights.

A. Each Party agrees that it will not operate its existing and future groundwater wells within the Basin in a manner that causes Undesirable Results to Lake Merced under California Water Code §10721(x)(6) and 23 CCR § 354.28(c)(6).

B. Each Party reserves all rights to initiate or participate in a general adjudication of groundwater rights in and to the Basin, including but not limited to a comprehensive adjudication commenced pursuant to California Code of Civil Procedure section 830 *et seq.* In the event of a Basin adjudication, each Party reserves all rights, positions and defenses except that the following factual stipulations shall be binding on each Party in the Basin adjudication for all purposes:

1. Daly City and the SFPUC each augments the Basin groundwater supply as a result of leakage from water and sewer piping within their respective service areas overlying the Basin. The quantity and other parameters of such augmentation will be determined in the Basin adjudication proceeding.
2. Daly City augments the Basin groundwater supply as a result of the continued delivery of recycled water by Daly City under the 2002 Recycled Water Agreement between Daly City, the North San Mateo County Sanitation District, the SFPUC, and the Olympic, Lake Merced, and San Francisco Golf Clubs. The quantity and other parameters of such augmentation will be determined in the Basin adjudication proceeding.

3. The augmentation of the Basin groundwater supply as a result of the addition of stormwater to Lake Merced through implementation of the Vista Grande Project shall be credited to the SFPUC as part of the consideration for the SFPUC's contribution towards construction costs of the Vista Grande Project in Section 4.1 of this MOA. The quantity and other parameters of such augmentation will be determined in the Basin adjudication proceeding. This stipulation shall not be interpreted to allocate any responsibility whatsoever to the SFPUC for the quality of any stormwater from the Vista Grande system prior to its addition to Lake Merced, which remains Daly City's sole responsibility under §5.2.

4. SFPUC, as the owner of the Lake Merced Tract purchased from the Spring Valley in 1930, owns riparian water rights to Lake Merced that currently support the beneficial uses of fish and wildlife habitat, recreation, and emergency non-potable water supply. The nature and extent of such riparian rights, and the quantity of water available under such rights, will be determined in the Basin adjudication proceeding.

5. SFPUC augments the Basin groundwater supply to the extent that water percolates to storage in the Basin through the bed and banks of Lake Merced as a result of the 1895 construction of a dam in the outlet of Lake Merced that added 2.5 billion gallons of additional storage capacity. The quantity and other parameters of such augmentation will be determined in the Basin adjudication proceeding.

C. Nothing in this MOA shall be construed as modifying, amending or otherwise affecting the "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 Daly City, the City of San Bruno, and California Water Service Company" ("RGSR Project Operating Agreement").

5.5 Project Construction Timeline.

Once permits for the Project are secured, Daly City shall provide the SFPUC with a schedule or timeline for anticipated start and completion of Project construction. Daly City shall provide to the SFPUC periodic updates to the schedule or timeline.

SECTION 6: GENERAL PROVISIONS

6.1 Term.

The term for completion of Vista Grande Project construction under this MOA shall be sixty (60) months. The obligations of each Party set forth in sections 5.1 to 5.4, inclusive, shall survive the term of this MOA and continue in force as long as the Project is operational. The Parties' respective obligations in section 4.2.D to install and maintain mitigation plantings within the Lake Merced Tract shall survive the term of this MOA and continue in force until the mitigation obligation has been deemed complete under the Project's Coastal Development Permit.

6.2 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.

6.3 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.

6.4 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.

6.5 Good Faith

The Parties shall use their best efforts and work wholeheartedly and in good faith for the expedited completion of the objectives of this MOA and the satisfactory performance of its terms.

6.6 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. 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.

6.7 Liability of San Francisco.

The SFPUC's obligations under this MOA shall be limited to the payment of the not-to-exceed amount of compensation provided for in Section 4.1 and the actions described in Section 5. 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 MOA or the services performed by Contractor in connection with this MOA.

6.8 Termination for Convenience.

After SFPUC's payment of the not-to-exceed amount of compensation provided for in Section 4.1, the SFPUC may terminate this MOA for San Francisco's convenience and without cause at any time by giving Daly City thirty (30) calendar 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) calendar days 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, SFPUC and Daly City will continue to voluntarily provide the other with the information described in Section 5.1. In no event will the SFPUC be liable for Contract costs incurred after receipt of a notice of termination.

6.9 Amendment.

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

6.10 Waiver.

The Parties agree that waiver by either Party of any breach or violation of any term or condition of this MOA 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 MOA.

6.11 Assignment.

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

6.12 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.

6.13 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 MOA for inspection or audit at any time, during regular business hours, upon written request by the SFPUC.

6.14 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.

6.15 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 MOA 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.

6.16 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.

6.17 Governing Law.

The Parties agree that the law governing this MOA 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.

6.18 Notices. All notices and other communications required or permitted to be given under this MOA 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:

DRAFT

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: Sheryl Bregman
Utilities General Counsel
1390 Market Street, Suite 418
San Francisco, CA 94102
Sheryl.Bregman@sfgcityattly.org

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

With a copy to: Joshua Cosgrove, Director
Department of Water and Wastewater Resources
153 Lake Merced Blvd.
Daly City, CA 94105
jcosgrove@dalycity.org

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.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement 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: _____
Dennis Herrera
General Manager

By: _____
Thomas J. Piccolotti
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

By: _____
Joshua Milstein
Deputy City Attorney

By: _____
Rose Zimmerman
City Attorney

EXHIBIT A
VISTA GRANDE PROJECT LAKE MERCED LAKE MANAGEMENT PLAN

DRAFT

EXHIBIT B
100% PROJECT DESIGN DRAWINGS

DRAFT

EXHIBIT C

MITIGATION PLANTINGS MAINTENANCE PLAN

Daly City and its Contractors will be responsible for:

- Obtaining necessary permits from CCSF, Caltrans, and updated regulatory permits prior to commencement of construction
- Construction mitigation implementation (e.g., pre-construction surveys, worker awareness training, mitigation monitoring) and Mitigation Monitoring and Reporting as required by regulatory permits up to ten year maintenance period.
- Construction of the Restoration Sites per the final restoration site design approved by Daly City and CCSF, and as permitted by CCSF, Caltrans, and regulatory agencies.
- Obtaining a metered water connection from CCSF and bringing water to the site for needed irrigation
- Maintaining recreational access on trails, except during short active construction periods

During the five-year Plant Establishment Maintenance period Daly City will be responsible for:

- Weeding all non-native invasive plants to a level that meets the project's performance criteria in terms of area and species cover
- Maintaining all components of the irrigation system if installed (lines, hoses, emitters, sprayers, tanks, meters, connections, etc.)
- Maintaining and replacing all plants as needed to meet ground cover and other performance criteria
- Eliminating trash
- Monitoring and remediating erosion issues
- Fencing maintenance and repair to keep the plants protected and the sites secure
- Removal of the irrigation system at the end of 3 years

CCSF/SFPUC and its Contractors will be responsible for:

Following completion of the five-year Plant Establishment Maintenance period, SFPUC/CCSF will:

- Perform maintenance of the restoration sites for up to years six through ten (CCC will define how many additional years, up to ten years total, will be required after the initial five year maintenance period) which would primarily include weeding of non-native invasive plants and replacing plants to a level that meet's the project's performance criteria in terms of area and species cover.



City Council Agenda Report

Item # _____

Meeting Date: July 14, 2025

Subject: Authorize the City Manager to Execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Daly City Safe Routes to School Project

Recommended Action

Staff recommends that the City Council authorize the City Manager, or his designee, to execute a professional services agreement with Kimley-Horn and Associates, Inc., in an amount of \$342,611.12, for the Daly City Safe Routes to School Project.

Background

The Daly City Safe Routes to School (SRTS) project aims to improve bicycle and pedestrian safety, focusing on the areas around Thomas R. Pollicita Middle, John F. Kennedy Elementary, and Susan B. Anthony Elementary Schools. All three schools are located on or near E. Market Street and Hillside Boulevard. E. Market Street is an east-west arterial that connects to Interstate 280 (I-280) in the southern portion of Daly City (City), while Hillside Boulevard is a north-south collector that provides a critical connection between residential areas and key community destinations within the City. Within these corridors there are also private schools that would benefit from the improvements. The schools currently create sharp congestion peaks during student pick-up/drop-off periods and generate high levels of pedestrian traffic.

Based on the findings in Daly City's 2020 Vision Zero Action Plan, Thomas R. Pollicita Middle, John F. Kennedy Elementary, and Susan B. Anthony Elementary Schools are located within a quarter-mile of the High Injury Network (HIN) – defined as city streets where serious injuries and fatalities occur most frequently. E. Market Street and Hillside Boulevard, are both identified on the City's HIN. In addition to the schools, the focused corridors also facilitate access to San Bruno Mountain State & County Park.

In December 2022, the City procured professional engineering services from Kimley-Horn and Associates, Inc. (Kimley-Horn) to perform a corridors study on E. Market Street and Hillside Boulevard. Given the available right-of-way, consistency of street cross sections, high pedestrian and cycling volumes, and number of schools and residential areas within the study area, the following possible changes were identified along the E. Market Street and Hillside Boulevard corridors to enhance pedestrian and bicycle safety:

- Reallocate right-of-way along E. Market Street from Hillside Boulevard to Price Street and Hillside Boulevard from Teresa Street to Sylvan Street to include bicycle facilities, converting the existing street cross-section from four lanes (two lanes in each direction) to three (one 10-10.5 ft. lane in each direction with a 12-ft. center two-way left-turn lane). Most on-street parking would remain along both study corridors. No changes to traffic control were recommended.

- Install 5-ft. bicycle lanes separated by a 2-ft. striped buffer on each side of E. Market Street. Bicycle intersection crossing markings and green conflict striping included at key right-turns to emphasize bicycle movements should also be considered.
- Install curb bulb-outs and high visibility crosswalks at several intersections to shorten crossing distances and provide additional protection for pedestrians.
- Reconstruct the southwest and southeast corners at the E. Market Street and Hillside Boulevard intersection with raised concrete islands to create additional space and protection for pedestrians and bicyclists using the busiest crosswalk along the corridors to reach the schools in the area.
- Provide right-turn pockets for ingress into the school parking area for passenger loading.
- Install 7-ft. parking protected bike lanes with a 3-ft. striped buffer on E. Market Street from Orange Street to Price Street.
- Install all-way stop control at the intersection of Price Street/E. Market Street with a two-stage left-turn box for bicyclists.

In September 2023, the City executed a Fund Transfer Agreement with the California Department of Transportation (Caltrans) to allocate \$3,200,000 of appropriated State General Fund for the Daly City SRTS project per California's Budget Act of 2022. Caltrans determined the best method for allocation to ensure the funds are used for the purposes specified in Section 19.56 of the Act is a funds transfer agreement.

Discussion

Staff released a Request for Proposals (RFP) for professional engineering design services for the Daly City SRTS project on February 6, 2025. One proposal was received and a panel consisting of staff from the Department of Public Works evaluated the proposal on its technical merits. Based on their technical experience and expertise, Kimley-Horn was recommended for the project. Their fee is in line with the level of effort required to complete the project design.

Kimley-Horn's scope of the work includes, but is not limited to:

- Project Management – Project administration and coordination with the overall project team.
- Data Collection – Existing data review, topographic mapping and base map creation, and utility evaluation and coordination.
- Project Outreach – Community engagement materials and stakeholder meetings.
- Refined Conceptual Design – 50% conceptual design plans.
- Preliminary Design – 75% plans and engineer's estimate.
- Detailed Design – 95% plans, specifications, and engineer's estimate (PS&E).
- Draft and Final Plan, Specifications, and Engineer's Estimate – 100% PS&E and final bid PS&E.
- Construction Support Services – Bid support and construction support.

Fiscal Impact

The professional services agreement with Kimley-Horn for engineering design services of the Daly City SRTS project provides for a not-to-exceed amount of \$342,611.12. An additional \$68,522.23 (20%) is needed for design contingencies and staff time for a total design budget of \$411,133.35.

Sufficient funds are available in the previously approved and appropriated Transportation Capital Project Fund – Daly City Safe Routes to School project account 17-312-641 to fund the design services.

Summary/Conclusion

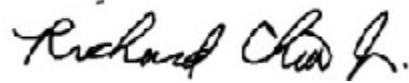
Staff recommends that the City Council authorize the City Manager, or his designee, to execute a professional services agreement with Kimley-Horn and Associates, Inc., in an amount of \$342,611.12, for the Daly City Safe Routes to School Project.

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

Respectfully submitted,



Alexander Yuen
Civil Engineering Associate



Richard Chiu, Jr.
Director of Public Works

Attachment:

1. Kimley-Horn and Associates, Inc. Professional Services Agreement

**AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.
FOR DESIGN PROFESSIONAL SERVICES
FOR
City of Daly City**

This Agreement, made and entered into this ____ day of _____, 2025 (Effective Date) by and between the **CITY OF DALY CITY**, a municipal corporation existing under the laws of the State of California ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina Corporation ("CONSULTANT"):

KIMLEY-HORN AND ASSOCIATES, INC.
1300 Clay Street, Suite 900
Oakland, CA 94612

R E C I T A L S :

A. CITY desires certain construction document services hereinafter described as the design services for the Daly City Safe Routes to School project.

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

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, the proposal from KIMLEY-HORN AND ASSOCIATES, INC. dated March 7th, 2025, with revisions dated June 17th, 2025, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

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

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

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

SECTION 3 - DUTIES OF CITY

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

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

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on the Effective Date and completed within two (2) years.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT, on a not to exceed, time and materials basis, pursuant to rates stated in Exhibit A to this Agreement, attached and incorporated by reference. In no event shall CONSULTANT's total compensation under this Agreement exceed three hundred forty-two thousand, six hundred and eleven dollars and twelve cents (\$342,611.12).

SECTION 6 – TERMINATION

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

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

SECTION 7 - OWNERSHIP OF DOCUMENTS

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

SECTION 8 - INDEPENDENT CONTRACTOR

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

SECTION 9 - CONFIDENTIALITY

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

SECTION 10 - INTEREST OF CONSULTANT

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

SECTION 11 – USE OF SUBCONSULTANTS

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

SECTION 12 - CONSULTANT'S STATUS

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

SECTION 13 – SB 1383 COMPLIANCE

To the extent applicable, CONSULTANT shall comply with the requirements set forth in SB 1383 and Public Contracts Code Section 22150 for the procurement of recycled paper products. To the extent that the fitness and quality are equal, CONSULTANT shall purchase recycled products, as defined in Public Contracts Code Section 12200 instead of nonrecycled products. Upon completion of the term of this Contract, CONSULTANT shall provide records to the CITY demonstrating compliance with this section, including copies of all invoices, receipts, or other proofs of purchase that detail the procurement of paper products.

SECTION 14 - INDEMNITY

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), CONSULTANT and CONSULTANT's sureties agree to defend (with legal counsel acceptable to the CITY), indemnify and hold harmless the CITY, its officers, agents, officials, representatives, employees and volunteers (collectively "Indemnitees") from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that to the extent

arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are arise out of the sole negligence, active negligence, or willful misconduct of Indemnatee.

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

The duty of CONSULTANT and its sureties to indemnify and hold harmless as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the CONSULTANT to indemnify the CITY, its subsidiary districts, its officers, agents or employees against any responsibility for liability in contravention of Section 2782 of the California Civil Code.

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

SECTION 15 - INSURANCE

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SECTION 16 - NONASSIGNABILITY

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

SECTION 17 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

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

SECTION 18 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent

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

SECTION 19 – SEVERABILITY

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

SECTION 20 - COSTS AND ATTORNEY FEES

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

SECTION 21 - NON-DISCRIMINATION

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

SECTION 22 - MEDIATION

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

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

SECTION 23 - LITIGATION

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

SECTION 24 - NOTICES

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

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

To CONSULTANT: Ryan Dole
Kimley-Horn and Associates, Inc.
1300 Clay Street, Suite 900
Oakland, CA 94612

SECTION 25 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

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

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

SECTION 26 – AUTHORITY TO ENTER INTO AGREEMENT

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

SECTION 27 - GOVERNING LAW AND VENUE

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

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

CITY OF DALY CITY

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.

Thomas J. Piccolotti
City Manager

 DocuSigned by:
Adam Dankberg, P.E.
A4BC6590848B466...

Adam Dankberg, P.E. (CA70598)
Vice President

APPROVED AS TO FORM

Rose Zimmerman
City Attorney



Proposal for
Daly City Safe Routes to School (SRTS)

March 7, 2025

Prepared for
CITY OF DALY CITY

Prepared by
Kimley»Horn
Expect More. Experience Better.



EXHIBIT A

TRANSMITTAL LETTER

March 7, 2025

ATTN: City of Daly City City
Alexander Yuen, Civil Engineering Associate/Project Manager
Public Works Department - Engineering Division
333 90th Street, 1st Floor, Engineering Office
Daly City, CA 94015

Kimley-Horn
1300 Clay Street, Suite 900
Oakland, CA 94612
510.625.0712
www.kimley-horn.com

RE: PROPOSAL FOR SAFE ROUTES TO SCHOOL (SRTS) PROJECT

Dear Mr. Yuen and Members of the Selection Committee,

The East Market Street and Hillside Boulevard corridors are critical facilities for commuters, students, and residents throughout southern Daly City. With five schools and the Colma Bay Area Rapid Transit (BART) Station located within a roughly half-mile radius of these two pivotal corridors, there is a clear need to enhance the comfort, safety, and convenience for the approximately 1,500 students that travel to and from school along these corridors. The **City of Daly City City (City)** is ready to move forward with the next phase of the Daly City Safe Routes to School (SRTS) Project (Project) to prepare final construction plans, specifications, and cost estimates for bidding and construction purposes. Having been involved with the initial corridor study, our **Kimley-Horn** team that prepared the initial corridor study is excited and passionate about the opportunity to continue our partnership with the City on this Project and believe the following key benefits make our team the right partner for the City continuing forward:

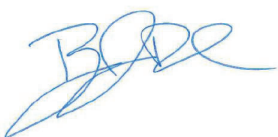
Ready to hit the ground running. We have extensive project knowledge through our work on the initial existing conditions analysis and Final Corridor Study dating back to 2022. We have already walked the corridor to observe traffic conditions and constraints, explored and evaluated design options, and collaborated with City staff on the project approach. Because our work in the area goes back multiple years, we are very familiar with the City's vision to improve pedestrian and bicycle access to the students and community. **Our team is ready to start immediately upon notice to proceed (NTP) with no learning curve — enabling us to pick up where we left off and work with the City to refine the conceptual design, hold outreach events with the public, and prepare the final design plans for a project that fits within the City's allocated funds for construction.**

We have experience with numerous Complete SRTS projects in the Bay Area. Kimley-Horn has worked on many protected intersection and bikeway design projects in the San Francisco Bay Area for municipalities and transportation agencies, making us well prepared and well positioned to work on this project. We have developed a sound approach to this project through our local work in the Peninsula, which includes the **Safe Routes to School (SRTS) Improvements on Maude and Sunnyvale Avenues**, the **Sunnyvale Neighbors of Arbor Including LaLinda (SNAIL) Neighborhood Improvements** for the City of Sunnyvale, the **Santa Cruz Avenue and Alameda de Las Pulgas Corridor Improvement Project—Bicycle and Safety Improvements** for the County of San Mateo, the **Willow Road Class IV Bikeway and Pedestrian Safety Improvements Project** for the City of Menlo Park, and the **Fashion Island Boulevard/19th Avenue Complete Streets Corridor** for the San Mateo County Transportation Authority. Our approach is further supplemented by our complete streets and bicycle/pedestrian safety improvement design projects elsewhere in the San Francisco Bay Area, including the **Union City Boulevard Bike Lane Improvements** for the City of Union City, the **East 12th Bikeways (35th Avenue to International Boulevard)** and the **73rd Avenue Active Connections to Transit projects** for the City of Oakland, the **2024 Pavement Rehabilitation Project (Phase 42)** for the City of Alameda, and the **San Pablo Avenue Multimodal Corridor Project** for Alameda County Transportation Commission. With Kimley-Horn, you can trust us to move you and your project forward.

We are excited about this opportunity to continue our partnership with the City in making this project a success. If you have any questions or wish to discuss any aspect of our proposal, please contact project manager Ryan Dole, PE, TE at 510.350.0231, ryan.dole@kimley-horn.com, or at the address listed at the beginning of this page. John Pulliam, PE, has the authority to negotiate contracts on behalf of the firm. Kimley-Horn's proposal shall remain effective for ninety (90) days beyond the submittal date. **We hereby acknowledge the prevailing wage requirement outlined in the Request for Proposals (RFP).**

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Ryan Dole, PE, TE
Project Manager



John Pulliam, PE
QA/QC Manager/Principal-in-Charge/Authorized Signer

EXHIBIT A

FIRM PROFILE AND PROJECT TEAM

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing services to public and private sector clients nationwide. Since our founding in 1967, Kimley-Horn has grown from a small group of traffic engineers and transportation planners to a firm of over 8,400 employees in 137 offices nationwide, including 13 in California. Today, we are one of the largest engineering, planning, and environmental consulting firms in the United States. Our continued growth and stability over the past 57 years is the direct result of our commitment to integrity and dedication to providing quality services to our clients.



PROJECT TEAM

Additionally, through our team's background completing numerous roadway projects throughout the Bay Area, we have gained great familiarity with the local challenges, regulations, codes, procedures, and infrastructure requirements, including a focus on Complete Streets, active transportation, Americans with Disabilities Act (ADA) compliance, transit access, pedestrian and bicycle safety, sustainability, modernized lighting, and traffic signal interconnect.

Kimley-Horn knows that when you choose a consulting firm, you are really choosing the people who will bring you technical expertise, hands-on experience with similar projects, and a commitment to timely, first-rate deliverables and client service. That's why we've carefully considered the composition of our team, identifying only the most qualified personnel with recent, relevant project experience to work with you. Our team, consisting of staff in our Oakland, San Mateo, and Pleasanton offices, offers extensive prior experience working together and a thorough understanding of the local ordinances, regulations, policies, requirements, and permitting procedures of agencies in the region.

Our team will be led by project manager and lead engineer **Ryan Dole, PE, TE**, who has over 18 years of experience in complete streets and active transportation planning and design. Ryan will be supported by a core team of exceptional engineers and analysts, including **John Pulliam, PE** (Principal-in-Charge/QA/QC Manager), **Conner L'Hommedieu, PE, TE** (Design and Cost Estimating Lead), and **Monica Tanner, PE** (Traffic Analysis Lead). Additionally, LCC Engineering & Surveying (LCC) will be joining our team to provide survey services. **Our organizational chart (Figure 1) displaying our project team is located on page 3 followed by resumes of our Project Manager, Principal-in-Charge, and Subconsultant Project Manager. Resumes for the rest of our key staff are located in the appendix. Key project personnel will not be substituted without approval of the City.**

SUBCONSULTANT

Kimley-Horn views our subconsultants as true team members. Creating this type of collaborative relationship leads to trust and effective communication among team members. This consistent communication from project conception through completion allows our subconsultants to have a complete understanding of ours and your expectations.

LCC Surveying & Engineering



LCC is a civil engineering and land surveying firm with a single office located in Martinez, California. For over 65 years, LCC has provided consulting engineering and land surveying services for local municipalities, school districts, public agencies, and organizations. Their firm is registered with the Department of Industrial Relations (DIR), registration number 1000040529. Their current staff consists of 12 employees. Of those individuals, four are Registered Professional Civil Engineers, one is a Professional Land Surveyor, and one individual has dual registrations with both Civil Engineer and Land Surveyor Licenses.

Surveying has been a core service provided by LCC since its inception. The past and present licensed surveyors of LCC are well known and regarded for surveying expertise across the Greater Bay Area. LCC provides civil engineering and land surveying services almost exclusively to local public agencies and avoid contracts with private developers that might result in conflicts of interest with our public agency clients. LCC's experience as engineers, allows us to better understand how our products will be used for the end purpose. They emphasize the importance of communicating with our clients throughout the project to ensure a successful project.

CITY OF DALY CITY

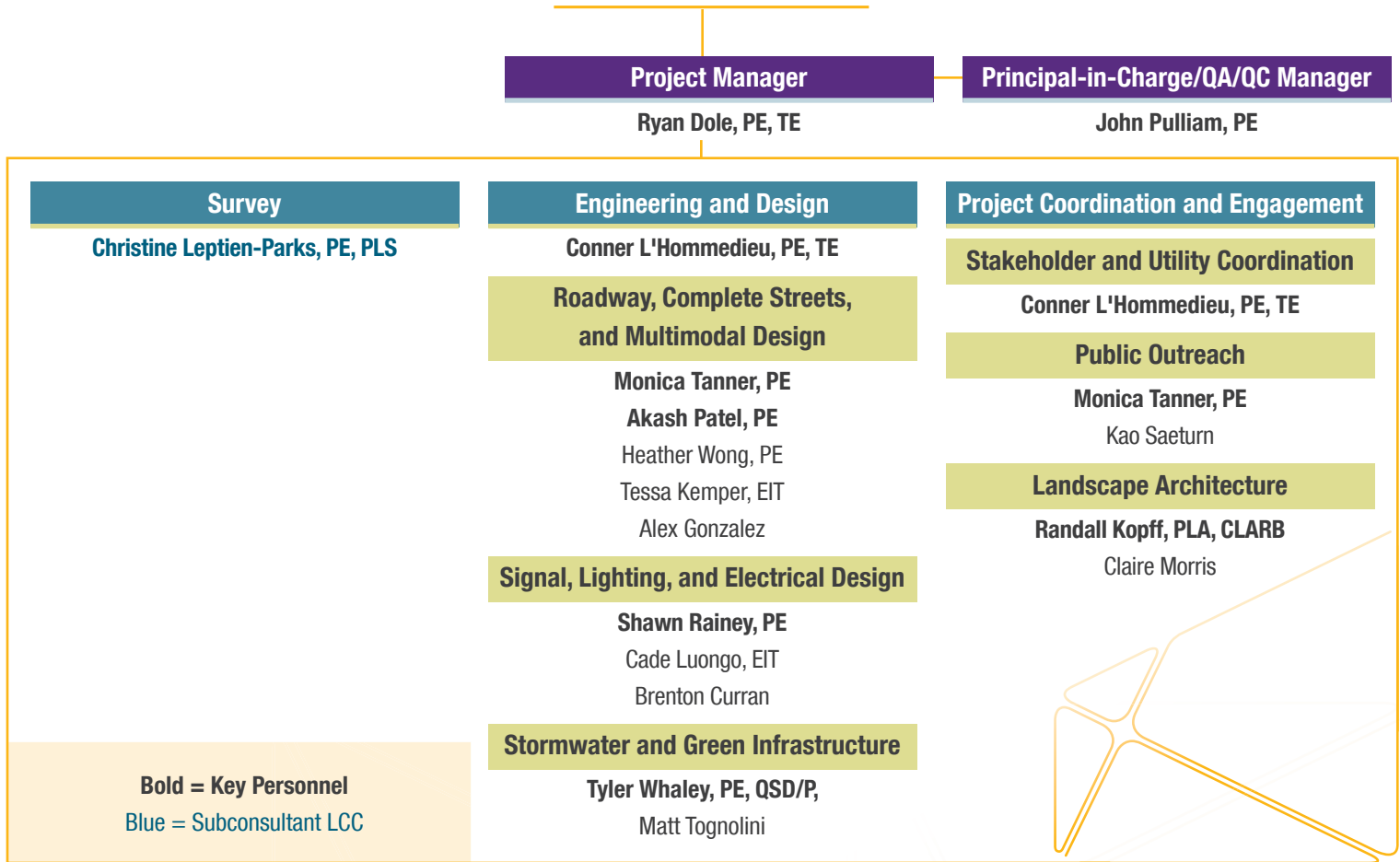


Figure 1. Organizational Chart



Photo 1. East Market Street



RYAN DOLE, PE, TE

PROJECT MANAGER

EDUCATION

- BS, Civil Engineering, California Polytechnic State University

CREDENTIALS

- Professional Civil Engineer (PE) in CA (#75749)
- Professional Traffic Engineer (TE) in CA (#2840)

BIOGRAPHY

Ryan is a transportation engineer and experienced project manager with over 18 years of technical design and project management experience in local municipal engineering projects, including intersection and roadway improvements, bicycle and pedestrian facilities, transit operations, bus stop improvements, signing and striping, traffic signal design, and signal timing. He has spent his entire career working in the Bay Area and is extremely passionate about projects that evaluate and repurpose public spaces that were originally designed for cars, implement improvements to better serve alternate modes of transportation, and improve safety and quality of life in his community.

FEATURED PROJECT EXPERIENCE

- City of Daly City City, San Pedro Road, E. Market Street and Hillside Boulevard Corridors Study, Daly City, CA — Conceptual Design and Cost Estimating Lead
- City of Sunnyvale, Sunnyvale SRTS Improvements on Maude and Sunnyvale Avenues, Sunnyvale, CA — Project Manager
- Santa Clara County, SRTS Pedestrian Infrastructure Improvements Project, Santa Clara, CA — Project Manager
- Alameda County Transportation Commission (CTC), San Pablo Avenue Corridor Project, Alameda County, CA — Design Manager
- City of Monterey, North Fremont Street Bike and Pedestrian Access, and Safety Improvements, Monterey, CA — Project Engineer
- City of Fairfield, Grange Middle School/East Tabor Safe Route to School, Fairfield, CA — QA/QC Manager
- City of Sunnyvale, Quick-Build Bike, Pedestrian, and SRTS Safety Improvements, Sunnyvale, CA — Project Manager
- City of Sunnyvale, Sunnyvale Neighbors of Arbor Including LaLinda (SNAIL) Neighborhood Active Transportation Improvements Project, Sunnyvale, CA — Project Manager
- City of Oakland, East 12th Bikeways (35th Avenue to International Boulevard), Oakland, CA — Project Manager
- City of Oakland, 73rd Avenue Active Routes To Transit Project, Oakland, CA — Project Manager
- City of Oakland, Broadway Transit and Pedestrian Safety Improvement Project, Oakland, CA — Project Manager
- City of Oakland, Latham Square Pedestrian Plaza and Streetscape Improvements, Oakland, CA — Project Manager
- City of Alameda, Pavement Rehabilitation and Pedestrian/Bike Improvements Project (FY 2024), Alameda, CA — Project Manager
- City of Oakland, Local Streets Striping and Signing Plans for Citywide Pavement Rehabilitation, Oakland, CA — Project Manager
- City of Emeryville, City Safe Routes to Transit Pedestrian and Bike Improvements at 40th and San Pablo Avenue and the Star Intersection, Emeryville, CA — Project Engineer
- City of Emeryville, San Pablo Avenue Pedestrian Crossing Safety Improvements, Emeryville, CA — Project Engineer
- AC Transit, Line 51 Corridor Delay Reduction and Sustainability Project, Alameda, Berkeley, and Oakland, CA — Project Engineer
- City of Santa Clara, Benton and Pomeroy Traffic Signal Modification and Pedestrian Safety Enhancements Project, Santa Clara, CA — Project Engineer
- City of Burlingame, California Drive Roundabout, Burlingame, CA — Project Engineer



JOHN PULLIAM, PE

PRINCIPAL-IN-CHARGE/QA/QC MANAGER

EDUCATION

- ▲ BS, Civil Engineering, University of Missouri, Columbia
- ▲ BS, Biology, Drury University

CREDENTIALS

- ▲ Professional Civil Engineer in CA (#C68897)

BIOGRAPHY

John has more than 20 years of professional experience specializing in civil engineering and design. John is passionate about complete streets, having worked on a number of bicycle, pedestrian, and transit related projects. His role on our team will focus on providing complete streets support and quality control. John has managed highly complex projects of all types including concept, preliminary, and final designs. He has designed street modifications, including complete/green street, roundabouts, and transit facility design including bus bulb-outs; pads and BRT stations; utility relocation/coordination and design; ADA compliance improvements; detention basins and outfall structures; construction oversight; and general civil engineering.

PROJECT EXPERIENCE

- ▲ City of Burlingame, California Drive Roundabout, Burlingame, CA — Project Manager
- ▲ City of Marina, Imjin Parkway Widening Project, Marina, CA — Project Manager
- ▲ City of Union City, Union City Boulevard Bike Lane Improvements, Union City, CA — Project Manager
- ▲ County of San Mateo, Santa Cruz Avenue and Alameda de las Pulgas Corridor Improvement Project: Bike and Safety Improvements, San Mateo County, CA — Project Manager
- ▲ Los Angeles County Metropolitan Transportation Authority (LA Metro), North Hollywood to Pasadena Bus Rapid Transit (BRT) Planning and Environmental Study, Los Angeles, CA — Project Engineer
- ▲ City of Monterey, North Fremont Street Bike and Pedestrian Access, and Safety Improvements, Monterey, CA — Former Project Manager
- ▲ City of San Rafael, Andersen Drive Grade Rail Crossing Improvements, San Rafael, CA — Project Manager
- ▲ Santa Cruz County Regional Transportation Commission (SCCRTC), Unified Corridor Study, Santa Cruz, CA — QC/QA Manager
- ▲ City of Dublin, Dublin Boulevard-North Canyon Parkway Extension Design Review and Project Coordination Services, Dublin, CA — Project Manager
- ▲ Town of Moraga, St. Mary's Double Roundabouts Project, Moraga, CA — Project Manager
- ▲ City of Dublin, Dublin Boulevard-North Canyon Parkway Extension Design Review and Project Coordination Services, Dublin, CA — Project Manager
- ▲ City of Dublin, On-Call Engineering Services, Dublin, CA — Project Manager
- ▲ ACTC, I-80 ICM Project-Signal Retiming (166 signals), Alameda and Contra Costa Counties, CA — Project Engineer
- ▲ City of San Jose, Better Bikeways Standards Development, San Jose, CA — Project Engineer
- ▲ City of San Jose, 2019 Pavement Rehabilitation Project, San Jose, CA — Project Manager
- ▲ County of Santa Clara, Capitol Expressway ITS Infrastructure and Sidewalk Project (17 intersections), Santa Clara County, CA — Project Engineer
- ▲ City of Burlingame, On-Call Engineering Services for Bike and Pedestrian Improvements, Burlingame, CA — Project Manager
- ▲ City of Burlingame, Carolan Avenue Complete Street, Burlingame, CA — Project Manager
- ▲ County of Contra Costa, Byron Highway/Camino Diablo Intersection Improvements, Contra Costa County, CA — Project Manager
- ▲ City of San Rafael, Regional Transportation System Enhancements Project (RTSEP), San Rafael, CA — Project Engineer
- ▲ Town of Anselmo, San Francisco Boulevard Demonstration Project for Traffic Calming and Bioretention, San Anselmo, CA — Project Manager
- ▲ County of Marin, Redwood Highway Frontage Road Pavement Project, Marin County, CA — Project Manager



CHRISTINE LEPTIEN-PARKS, PE, PLS

SURVEY

EDUCATION

- BS, Civil Engineering, San Jose State University

CREDENTIALS

- PE in CA (#59061)
- Professional Land Surveyor (PLS) in CA (#7893)

AFFILIATIONS

- California Land Surveyors Association (CLSA), Member
- American Society of Civil Engineers (ASCE), Member
- American Council of Engineering Companies (ACEC), Member

EXPERIENCE

Christine began working part-time for LCC in 1992 and joined the firm full-time in May of 1996 upon completion of her undergraduate education. She obtained her license to practice civil engineering and has been directly responsible for the preparation of plans, specifications and estimates for streets, parking lots, parks, utilities, storm drains, and wastewater facilities. Christine has also had extensive field experience as a both a chairman and a party chief on survey crews over the years, leading her to obtain a license to practice land surveying. Christine became a Principal in the firm and has been involved in most of LCC's major projects over the last 24 years. She has more than 28 years of experience working with AutoCAD and Civil 3D programs. She is experienced in using a TDS Survey Data Collection and Topcon Data Collection programs along with Topcon Total Stations. Christine also has extensively used Topcon RTK and Static GPS equipment for various survey and mapping applications.

RELEVANT PROJECT EXPERIENCE

- City of South San Francisco, Intersection Improvements, Junipero Serra at Arroyo and Chestnut at Commercial, South San Francisco, CA — Principal Surveyor
- LiveNation, Shoreline Amphitheater Improvements, Mountain View, CA — Principal Surveyor
- Google, Manila Avenue Connector Path, Mountain View/Sunnyvale, CA — Principal Surveyor
- City of Martinez, Consulting City Surveyor, Martinez, CA — Principal Surveyor
- City of Berkeley, On-Call Surveying and Engineering Services, Berkeley, CA — Project Manager
- Daly City Recycled Waterline Project — Principal Surveyor
- City of Sunnyvale, Borregas Ave Mid Block Crossing and Bike Lanes, Sunnyvale, CA — Principal Surveyor
- Livermore Amador Valley Transit Authority (LAVTA), Atlantis Court Yard Improvements, Livermore, CA — Principal Surveyor
- City of Union City, Union City Boulevard Bike Lane Improvements, Union City, CA — Principal Surveyor
- San Leandro Unified School District (SLUSD), San Leandro High School New Gymnasium Project, San Leandro, CA — Principal Surveyor and Project Civil Engineer
- Livermore Amador Valley Transit Authority (LAVTA), Mobility Hub, Dublin, CA — Principal Surveyor
- City of Concord, Monument Boulevard Class I Path Project, Concord, CA — Principal Surveyor
- City of Berkeley, California Street and Dwight Way Bike Safety Improvements, Berkeley, CA — Principal Engineer and Surveyor
- City of Pleasant Hill, Measure K Sidewalk Installation Project, Civic/Taylor Blvd Intersection and Sidewalk and Bike Safety Improvements, Pleasant Hill, CA — Principal Surveyor
- City of Orinda, Catherine Court to Martha Road Trail Improvements, Study and Construction Documents, Orinda, CA — Principal Surveyor
- East Bay Regional Park District, Bay Trails from Carquinez to Berrellesa, Martinez, CA — Project Engineer and Principal Surveyor
- City of Concord, Salvio Street Bikeway Improvements Project, Concord, CA — Principal Surveyor
- SLUSD, San Leandro High School New Gymnasium Project, San Leandro, CA — Principal Surveyor and Principal Engineer
- City of Berkeley, Measure T1 Roadway Improvements, Ward Street and Monterey Ave, Berkeley, CA — Principal Surveyor
- City of Lafayette, Mt. Diablo Boulevard/Mt. Diablo Court Intersection, Lafayette, CA — Principal Surveyor
- Google, Manila Avenue Connector Path, Mountain View/Sunnyvale, CA — Principal Surveyor
- City of Lafayette, BART Parking and Plaza Entrance and E-Bike Lockers, Lafayette, CA — Principal Surveyor
- Redwood City, Kennedy Middle School Safe Routes to School, Redwood City, CA — Principal Surveyor

RELEVANT EXPERIENCE

The key personnel proposed for this project have a long history of successfully completing similar projects. As requested, the following three projects showcase past experience that encompass many of the same elements as this project. We encourage you to contact our references included for each project as a testament to our services and conduct. In addition to the projects highlighted below, Kimley-Horn brings familiarity with the project location through our completed corridor study of the project area and on-call contracts (2018 and 2021) with the City. We have indicated the projects that LCC has provided Surveying services on.

CITY OF SUNNYVALE, SRTS IMPROVEMENTS ON MAUDE AND SUNNYVALE AVENUES, SUNNYVALE, CA

Kimley-Horn completed concept development, environmental clearance, and preliminary design efforts for Sunnyvale Safe Routes to School improvements along Maude Avenue and Sunnyvale Avenue around Bishop Elementary School. The improvements consisted of modifications to Maude Avenue/Mathilda Avenue and Maude Avenue/Borregas Avenue to remove porkchop islands and make the intersections safer for pedestrians. They also consisted of replacement of on-street parking with buffered bicycle lanes on Sunnyvale Avenue. As part of the effort, Kimley-Horn developed concepts, assessed geometric feasibility, analyzed traffic and parking conditions, and completed environmental clearance documentation through Caltrans. The project was completed within six months to meet the City's grant funding schedule requirements. Kimley-Horn supported the City in a public engagement process for this project. Kimley-Horn was selected by the City of Sunnyvale to complete the design of the project, and design was completed in Summer 2022.

Project Responsibility: Kimley-Horn was responsible for removing on-street parking and installing Class II bicycle lanes on Sunnyvale Avenue, including crosswalks, a bicycle detection system, accessible pedestrian countdown signals, green bicycle marking and green bicycle box, and curb extensions. We were also responsible for providing large curb extensions and traffic signal modifications at the Maude Avenue / Mathilda Avenue intersection to remove right-turn slip lanes and improve pedestrian access.

Project Manager: Ryan Dole, PE, TE

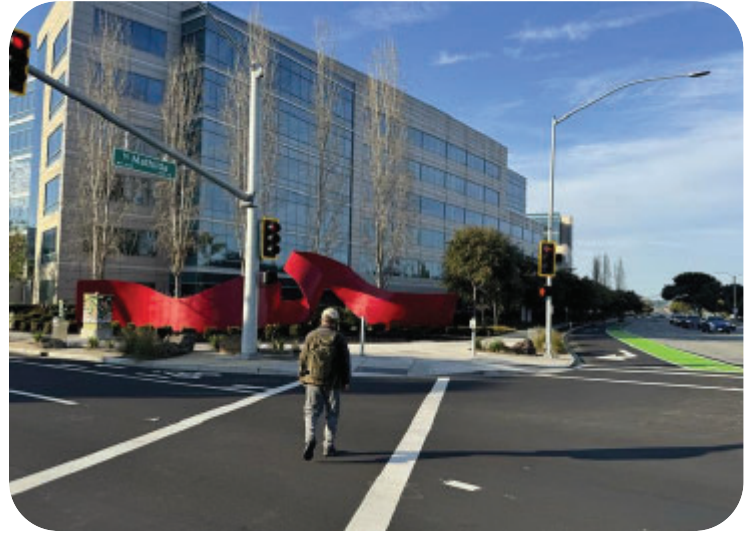
Project Timeline: October 18, 2021 – July 26, 2022 (Design completion)

Project Cost/Contract Amount: \$2.9M / \$363,496

Key Personnel: Ryan Dole, Akash Patel, Randall Kopff

References: Marlon Quiambao, Senior Engineer, City of Sunnyvale, 408.730.2751, 456 West Olive Avenue, Sunnyvale, CA 94086

Carmen Talavera, Senior Traffic Engineer, City of Sunnyvale, 408.730.7522, 456 West Olive Avenue, Sunnyvale, CA 94086



CITY OF FREMONT, WALNUT AVENUE BIKEWAY PHASE 2 IMPROVEMENT PROJECT, FREMONT, CA

Kimley-Horn is currently leading the final design of this project, which includes converting the existing buffered bike lanes along Walnut Avenue between Fremont Boulevard and Paseo Padre Parkway to an elevated bikeway. **Additional improvements include reconstructing the intersection of Walnut Avenue / California Street to a protected intersection, accommodating both pedestrians and bicycles off-street, installation of a rectangular rapid flashing beacon (RRFB) at the Walnut Avenue / California Street intersection, corridor-wide landscape and drainage improvements, and striping enhancements throughout the corridor.** LCC is a subconsultant on this project, providing surveying services. This project is currently in the 100% design phase, with an estimated start of construction in Spring/Summer of 2025.

Project Responsibility: Kimley-Horn's responsibility was to extend the previously constructed grade separated bikeway and protected intersection improvements along Walnut Avenue to the east and connect to the protected intersections at Walnut Avenue/Liberty Street and Fremont Boulevard/Walnut Avenue.

Project Manager: Ryan Dole, PE, TE

Project Timeline: April 2, 2024 – Ongoing (100% Design completed in January 2025)

Project Cost/Contract Amount: \$3.9M / \$438,432

Key Personnel: Ryan Dole, Akash Patel

References: Edelzar Garcia, Senior Civil Engineer, City of Fremont, 510.494.4781, 39550 Liberty St, Fremont, CA 94538

Jeanne Suyeishi, Principal Civil Engineer, City of Fremont, 510.494.4728, 39550 Liberty St, Fremont, CA 94538



EXHIBIT A

CITY OF UNION CITY, UNION CITY BOULEVARD BICYCLE LANE IMPROVEMENTS, UNION CITY, CA

Kimley-Horn is currently leading the plans, specifications, and estimates (PS&E) of this project, which seeks to modify about a 2-mile stretch of Union City Boulevard from the Union City limit to Smith Street, adding Class II buffered bicycle lanes in both directions, with Class IV protected bicycle lanes at certain segments within the corridor limits. Additionally, a Class I multi-use path is being designed and implemented on the west side of the corridor, between Eastin Drive and Delaine Eastin Elementary School. **As part of our work, a portion of the existing median that consists of decomposed granite will be removed and the traffic lanes shifted to accommodate new bicycle lanes. Additional work we have completed includes safety improvements, operational improvements, intersection modifications, bulb-outs, median landscaping, stormwater treatment facilities, modifications to the existing storm drain system, lighting modifications, traffic signal modifications, fiber-optic improvements, environmental clearance, and sidewalk reconstruction along Union City Boulevard within the corridor limits.** As a subconsultant, LCC provided surveying services. This project recently went to bid and was awarded, with an approximate construction contract value of \$17 million and began in March 2024.



Project Responsibility: Kimley-Horn's responsibility was to provide buffered bicycle lanes from the southern city limits to Smith Street.

Project Manager: John Pulliam, PE

Project Timeline: July 15, 2019 – Ongoing

Project Cost/Contract Amount: \$16,455,890 / \$1,841,225

Key Personnel: John Pulliam, Tyler Whaley, Akash Patel, Conner L'Hommedieu

References: Marilou Ayupan, Public Works Director, City of Union City, 510.675.5305, 34009 Alvarado-Niles Road Union City, California 94587

Farooq Azim, City Engineer, City of Union City, 510.675.5368, 34009 Alvarado-Niles Road Union City, California 94587

COUNTY OF SAN MATEO, SANTA CRUZ AVENUE AND ALAMEDA DE LAS PULGAS CORRIDOR IMPROVEMENT PROJECT: BICYCLE AND SAFETY IMPROVEMENTS, SAN MATEO COUNTY, CA

Kimley-Horn supported the County of San Mateo in providing preliminary engineering services and is currently supporting them with final PS&E design services to develop a set of bicycle and pedestrian safety improvements along Alameda De Las Pulgas/Santa Cruz Avenue, between Avy Avenue and Sand Hill Road. **We prepared conceptual design plans and cost estimates for three alternatives, including the provisions of improved pedestrian and bicycle facilities and reconfiguration of the complex and auto-oriented "Y" intersection. We prepared VISSIM microsimulation models to analyze the proposed geometric and operational modifications to determine their effect on travel time, emissions, and queuing. The project also included several meetings with the community task force, community meetings, and online engagement.** Based upon the approved alternative from the conceptual phase, we have advanced the design into Final PS&E. The project improvements include road dieting, sidewalk widening, re-striping, bicycle and pedestrian safety enhancements, ADA curb ramp upgrades, bulb-outs, traffic signal modification, pavement rehabilitation, drainage improvements, environmental clearance, and other complete street elements. This project was a recipient of the ATP Cycle 6 grant for construction funds, which was an effort that we supported. This project commenced construction in Summer 2024, and construction is still ongoing.



Project Responsibility: Kimley-Horn's responsibility included the evaluation and design of roadway configurations along Santa Cruz Avenue from Sand Hill Road to Alameda de las Pulgas, along Alameda de las Pulgas between Santa Cruz Avenue and Sharon Road, and Santa Cruz Avenue from Alameda de las Pulgas to Sharon Road for safety and connectivity improvements.

Project Manager: John Pulliam, PE

Project Timeline: February 12, 2019 – Ongoing (Design completed Spring 2024)

Project Cost/Contract Amount: \$6,819,900 / \$998,195

Key Personnel: John Pulliam, Akash Patel, Conner L'Hommedieu

References: Carter Choi, Senior Engineer, County of San Mateo, 650.363.4100, 555 County Center, 5th Floor, Redwood City, CA 94063

Johnson Young, Civil Engineer, County of San Mateo, 650.599.1416, 555 County Center, 5th Floor, Redwood City, CA 94063

EXHIBIT A

ALAMEDA CTC, SAN PABLO AVENUE MULTIMODAL CORRIDOR PROJECT, ALAMEDA AND CONTRA COSTA COUNTIES, CA

San Pablo Avenue is a regionally significant corridor spanning the East Bay, and serves as a principal transportation artery, a transit trunk line, a main street, a front door, a community space, sometimes as a regional traffic detour route. It experiences significant congestion, safety hazards, and network inefficiencies. **Kimley-Horn is leading a consultant team working with the Alameda County Transportation Commission to develop a plan that both establishes the long-term vision and identifies near-term improvements to enhance corridor effectiveness for all users.** The corridor study is identifying a range of multimodal improvements to enhance the throughput, connectivity, sustainability, and safety of the 14-mile corridor and includes coordination amongst seven cities and two transit operators as well as Caltrans. The project includes both identification of near-term safety and circulation improvements, as well as longer-term improvements, such as BRT and enhanced bicycle facilities. As part of Phase 1 of the effort, Kimley-Horn led the conceptual engineering, transit planning, ITS and technology evaluations, stakeholder engagement, project delivery, and technical and operations analysis elements of the project. For Phase 2 efforts, Kimley-Horn will advance near-term transit, bicycle, and pedestrian improvements through planning, environmental, and design phases for implementation within the next five years. These will include “Quick Build” implementation strategies to expedite benefits for transit travel time and reliability.



Project Responsibility: Kimley-Horn's responsibility was to improve safety and multimodal mobility along the San Pablo Avenue Corridor.

Project Manager: Adam Dankberg, PE

Project Timeline: July 11, 2017 — Ongoing

Project Cost/Contract Amount: \$100+M / \$15,828,003

Key Personnel: Ryan Dole, Conner L'Hommedieu, Akash Patel, Monica Tanner, Shawn Rainey

References: Colin Dental-Post, Principal Transportation Planner, Alameda CTC, 510.208.7474, 1111 Broadway, Suite 900, Oakland, CA 94607

Carolyn Clevenger, Director of Planning, Alameda CTC, 510.208.7496, 1111 Broadway, Suite 900, Oakland, CA 94607

CITY OF OAKLAND, LAKESHORE AVENUE CYCLE TRACK PROJECT, OAKLAND, CA

Kimley-Horn is leading this project, which will implement a road diet and roadway reconfiguration of Lakeshore Avenue between E. 18th Street to MacArthur Boulevard to include a separated two-way bikeway. Directly adjacent to Lake Merritt, Lakeshore Avenue experiences high pedestrian and bicycle volumes since the lake is a key recreation destination, but Lakeshore Avenue also serves as a primary route for vehicles navigating around the lake. The City of Oakland has prioritized the project after a tragic fatality of a child bicycling in a standard Class II bike lane who was struck by an opening vehicle door. The roadway reconfiguration will provide for a curbside two-way cycle track separated from the parking lane by concrete buffers. The project also includes curb extensions and ADA curb ramp upgrades at intersections, enhanced pedestrian and bicycle crossings (including new crossings for increased access), pavement rehabilitation, and other sidewalk and roadway repairs. Other project features include additional ADA parking, new transit islands with raised bike lanes behind the islands, traffic signal modifications, and new traffic calming medians. The design phase is nearing completion with a final bid package anticipated for January 2025 and construction is expected to begin in Spring 2025.

Project Responsibility: Kimley-Horn's responsibility was to provide a two-way protected cycle track along Lakeshore Avenue and alleviates congestion on the Lake Merritt multi-use pathway.

Project Manager: Ryan Dole, PE, TE

Project Timeline: March 8, 2024 – December 2024

Project Cost/Contract Amount: \$5M / \$751,943

Key Personnel: Ryan Dole, Conner L'Hommedieu

References: Christopher Diano, Supervising Civil Engineer, City of Oakland, 510.238.7266250, Frank H. Ogawa Plaza, Suite 4344, Oakland, CA 94612

David Pene, Transportation Engineer, City of Oakland, 510.238.3347, Frank H. Ogawa Plaza, Suite 4344, Oakland, CA 94612

PROJECT APPROACH, ORGANIZATION, AND LOCAL PRESENCE

PROJECT UNDERSTANDING

Daly City's SRTS Project will assess ways to enhance pedestrian and bicycle connectivity along two key transportation corridors within the City. East Market Street is an east-west arterial that connects to Interstate 280 (I-280) in the southern portion of the City, while Hillside Boulevard is a north-south arterial that provides a critical connection between residential areas and key community destinations within the City. These two corridors intersect just east of I-280, the Colma BART station, and Mission Street and serve a wide variety of trip-takers. These include parents and students travelling to and from the multiple nearby schools, as well as commuters traveling to and from I-280 and BART, recreational trips to San Bruno Mountain State & County Park, and shopping trips to Serramonte Center to the south. E Market Street and Hillside Boulevard serve as pivotal corridors for keeping a range of local community members mobile and well-connected.

The East Market Street and Hillside Boulevard corridors are critical facilities for many commuters, students, and other residents throughout southern Daly City. There are five schools located within a roughly half-mile radius of the intersection of East Market Street, and the schools account for over 1,500 students that travel to and from school every weekday. While students are one of the most likely demographics to choose biking or walking to get around, East Market Street and Hillside Boulevard lack bicycle and pedestrian infrastructure. Field observations revealed that students biking to school prefer riding on the sidewalk as opposed to East Market Street. As a result of the lack of comfortable pedestrian and bicycle infrastructure, many students and parents prefer to use personal vehicles to get kids to school, which contributes to higher levels of congestion during pick-up and drop-off periods. Considering the array of nearby schools that East Market Street and Hillside Boulevard provide connectivity to, the safety and efficiency of the surrounding bicycle and pedestrian network is extremely important.

This Project builds on the previous work that evaluated the feasibility of implementing a road diet and providing Class II buffer bike lanes along the corridors. Both corridors have adequate roadway curb-to-curb widths for the new configurations that incorporate enhanced pedestrian and bicycle facilities, while still maintaining on-street parking. Since the proposed improvements involve adjustments to how students and residents travel on the corridor, gathering community input will be an important element of this Project. Understanding the community's perspective and questions at the beginning of the Project will allow for design refinements to be made a part of the conceptual design refinement stage. Direct coordination with the adjacent schools will also be critical in understanding how the proposed design works with school pick-up and drop-off operations.

Our team's history of completing the corridor study and conceptual design for the East Market Street and Hillside Boulevard corridors, paired with our recent complete streets project experience, gives us a deep understanding of constraints and opportunities along these corridors for refinement and incorporation into the final design. Based on our preliminary assessment, below are a list of constrained locations along with potential opportunities that will need coordination and consensus building with the public to bring value to the project. We have described these areas below:

EAST MARKET STREET AND HILLSIDE BOULEVARD INTERSECTION

Challenges:

- ▲ Maintain driveway access and circulation patterns for the 7-Eleven Convenience Store from both East Market Street and Hillside Boulevard while accommodating a dedicated bicycle lane and sidewalk that reduces conflict points and promotes safety for all users.
- ▲ Comply with the local Municipal Regional Permit C3 (MRP3) requirements, in which the threshold for New or Widening Road Projects is 5,000 square feet of created and/or replaced impervious area.
- ▲ Avoid impacts to utility poles and utility pull boxes located within the sidewalk, while ensuring that 4-foot minimum clear width is provided around utilities to comply with latest PROWAG and federal ADA-standards.

Opportunities:

- ▲ Reduce conflict zones at driveways and intersections by incorporating features like clear sightlines, combination curb ramps that provide shared space for both pedestrians and cyclists, and enhanced visibility for safe transitions for all users.
- ▲ Incorporating previous lessons learned from our prior experience on the **Walnut Avenue Bikeway Phase 2 Improvement Project**, including concerted focus on accessible features for visually impaired users that has led to prioritizing surface materials that are slip-resistant and distinct to reducing tripping hazards, and providing appropriate separation between bicycle and pedestrian paths. Additionally, opportunities for bike slip ramps, specific bikeway curvature to slow bike speeds, mixing zones, hardscape material, and cost-effective drainage solutions will inform the overall intersection design.
- ▲ Achieve compliance with the latest MRP C3 requirements by evaluating opportunities to reduce disturbed and new impervious areas by increasing landscaped pervious zones within the proposed curb extensions. Where stormwater treatment is required, treatment areas will be located within landscape buffers and at low points within intersections where stormwater naturally collects. To confirm the feasibility of treatment areas, existing utility conflicts will be assessed early in the design process, concurrent with the refined concept plan developed during the 50% design phase. Horizontal and vertical utility alignments will be reviewed to avoid interference with underground utilities, vaults, and conduits.
- ▲ Identify potential utility conflicts early in the design process and adjust the alignment of sidewalk and raised bike lanes to provide proper clear width is provided around physical obstructions. Our team maintains ongoing contacts for engagement with PG&E, AT&T, and various other utility agencies. Our team will conduct regular communications with the utility providers to confirm that utility adjustments, if required, are identified and addressed prior to construction, particularly with more significant impacted facilities such as PG&E facilities and large vaults.

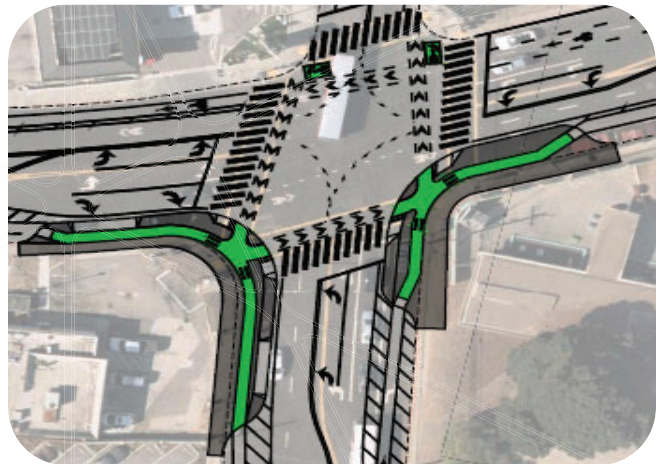


EXHIBIT A

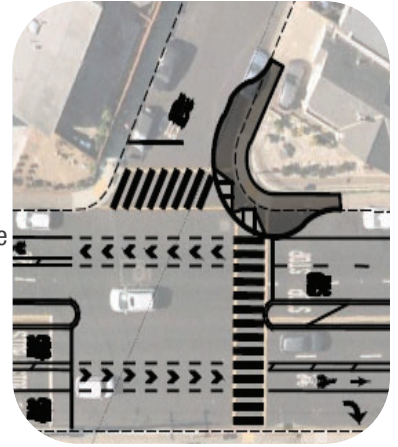
EAST MARKET STREET AND WYANDOTTE AVENUE

Challenges:

- Large existing storm drain inlet conflicts with proposed curb extension along East Market Street.
- Long crosswalk across East Market Street poses a challenge for children crossing the street to access Thomas R. Pollicita Middle School.

Opportunities:

- Consider existing utilities when determining the new location for the relocated storm drain inlet and pothole the new location early in the preliminary design to rule out utility conflicts with the proposed design.
- Evaluate opportunity for a pedestrian refuge island and enhanced warning devices (e.g., RRFBs) along East Market Street to improve safety, accessibility, and comfort for pedestrians.



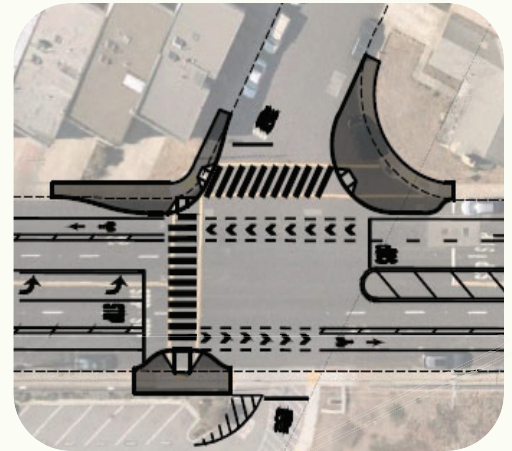
EAST MARKET STREET AND FLORENCE STREET

Challenges:

- After crossing East Market Street, students must cross the Middle School's southern driveway to access the sidewalk entering the School. This is a conflict zone between exiting vehicles and pedestrians.
- A curb extension at the northwest corner of the intersection will require modifications to existing driveways.

Opportunities:

- Consider shifting the proposed crosswalk to the eastern leg of the intersection or adding an additional crosswalk along the eastern leg to reduce the number of students crossing the Middle School's driveway. Coordination will be required with the Middle School to reconfigure the existing driveway lane alignment and shift the exit lane further east.
- Explore options to safely incorporate driveways into the curb extension and evaluate opportunities to retain the existing back-of-walk at driveways to avoid impacts to or easements from private property.



EAST MARKET STREET AND PRICE STREET

Challenges:

- Bicyclists riding east along East Market Street and then turning onto Price Street must cross the intersection where pedestrian or bicyclist crossings currently exist. The original concept plan proposed an all-way stop-controlled intersection with a two-stage turn pocket and box for bicyclist movements onto Price Street; however, a two-stage turn pocket may not provide enough visibility for bicyclists and may be more difficult to use for younger riders who are traveling to John F. Kennedy Elementary School.

Opportunities:

- Consider a dedicated, green-striped bicycle crossing across the eastern leg of the intersection to increase visibility of bicyclists crossing the intersection. Consider other warning devices, such as RRFBs, or lighting to increase visibility of bicyclists crossing the intersection.



EAST MARKET STREET AND ORANGE STREET

Challenge:

- The existing sidewalk width along the south side of East Market Street does not provide at least 4-feet of clear width around existing utilities.

Opportunities:

- Determine if a curb extension can be constructed at the northeast corner of the intersection around the front of existing utilities to provide clear space around physical obstructions, or review right-of-way boundaries to determine if the existing sidewalk can be widened around the backside of the existing utilities.

PROJECT APPROACH

Kimley-Horn has consistently demonstrated our ability to effectively provide innovative, high-quality consulting services. Our team's technical qualifications and strengths cover a wide variety of services applicable to this project, including the following key service areas:

COMPLETE STREETS AND MULTIMODAL DESIGN

Kimley-Horn is at the forefront of implementing innovative complete streets design that include corridor wide considerations for pedestrians, bicyclists, transit riders, and motorists. We routinely use the latest Caltrans, AASHTO, FHWA and NACTO design standards and recommendations to provide implementable multi-modal solutions. Facilities such as sidewalks, pedestrian crossings, and bicycle facilities need to be planned and designed based on the community need and experience level, and they also need to be combined with infrastructure, such as enhanced intersections with safety treatments, wayfinding, and other features to greatly improve the users' experience and ultimately encourage greater use.

For this Project, we will look for opportunities to enhance the proposed improvements such as:

- ▲ Bulb outs and refugees which provide shorter crossing distances for pedestrians while calming vehicle speeds
- ▲ Additional wayfinding signage consistent with what is used elsewhere in the City
- ▲ Signage and striping enhancements for improved visibility and guidance
- ▲ Introduction of green infrastructure and landscaping at bulb outs to further increase pedestrian comfort by creating buffer spaces to the roadway
- ▲ Address utility constraints that inhibit pedestrian accessibility and restrict clear space

STAKEHOLDER ENGAGEMENT, AGENCY COORDINATION, AND PUBLIC OUTREACH

Prior to beginning the conceptual engineering and design process for any project, consideration must be given to implementing the concept of Context-Sensitive Solutions. Context-Sensitive Solutions is a design approach for roadway projects, emphasizing communication with stakeholders to design a project that fits the needs of the community beyond just a purely geometric design. The roadway is not looked at in a vacuum. The historical, aesthetic, functionality, and environmental resources involved in a location are explored with as many stakeholders as possible.

As part of the design process, Kimley-Horn understands the importance of stakeholder engagement, agency coordination, and public outreach with the various groups, including Samtrans, the Bicycle and Pedestrian Committee, Thomas R Pollicita Middle School, Susan B. Anthony Elementary School, John F. Kennedy Elementary School, Star Academy Preschool, Milestone Academy Preschool, the various utility agencies, and other impacted residents and businesses. As such, we have detailed an approach and strategy below for each of the critical stakeholders and groups relevant to this project.

Public Outreach & Engagement

Kimley-Horn understands that, along with the general public, additional stakeholder groups directly impacted will include the five different schools near the project limits. Our experience in providing a broad range of public participation strategies and techniques, inclusive of various groups, helps create a successful two-way application of project goals while addressing the specific challenges made aware through community partnership. We know that a project's success—as gauged by those who will most benefit or be impacted—is often rooted in the perception of the thoughtfulness and care of the public engagement process, in which our team is well-versed and skilled.

Our public outreach lead, Monica Tanner, PE, is currently working directly with ACTC for the San Pablo Avenue Multimodal Corridor Project (**see page 6 for more information about this project**) and has led many public outreach meetings with the multiple cities in the San Francisco Bay Area on similar bike and pedestrian projects. These public outreach meetings span a reach of retail and restaurant owners, transit riders, general commuters, school and parent safety groups, business owners, bicycle and pedestrian advocacy groups, and many more of the corridor's user groups.

San Mateo County Transit District (Samtrans) Coordination

Kimley-Horn is directly working with Samtrans and local agencies within SamTrans' operating area on transit-focused projects, and we understand how their guidelines are being put into action, the constraints encountered with applying them, and the various design and Samtrans coordination items to consider. We are actively partnering with Samtrans to provide bus stop enhancements on the Willow Road Class IV Bikeway and Pedestrian Safety Improvements Project, to help enact its objectives for safer and more reliable transit. We have worked alongside Samtrans to improve bus stops and deploy infrastructure improvements, affording us tangible knowledge of best practices and lessons learned while working within the Samtrans service area. Our experience includes all stages of project life cycles, from planning to construction, and spans all project types, from brand-new installations to modifying existing deployments.

We have noted two bus stop locations that overlap with proposed project improvements, one of the stops is along Hillside Boulevard at the intersection with Sylvan Street, and the other is along East Market Street at the intersection with Wyandotte Avenue. As part of the 50% refined concept plan task, we will evaluate these bus stops against the newly developed 2024 Samtrans Bus Stop Design Guidelines to determine if additional improvements can be incorporated that facilitate better pedestrian and bicycle access around the bus stops.

FAMILIARITY WITH STORMWATER TREATMENT COMPLIANCE AND REGULATIONS

Kimley-Horn staff have worked on hundreds of public and private projects in the San Francisco Bay Area subject to the Municipal Regional Stormwater Permit (MRP) regulations. We have been following the recent permit changes closely, and our staff—including our stormwater and green infrastructure task lead, Tyler Whaley, P.E., QSD/P—is in close communication with the San Francisco Bay Regional Water Quality Control Board (RWQCB) in relation to the recent permit updates. While understanding the regulations is key, it is up to our design teams to be creative and figure out unique solutions for each project.

Based on the latest Municipal Regional Stormwater Permit (MRP) from the San Francisco Bay Regional Water Quality Board (effective July 2023), a project can be classified as a Road Reconstruction project or a New/Widening Road project depending on the type of project and whether the replaced impervious area that disturbs the top of the base rock or lower is contiguous or independent. Given that the hardscape improvements for this Project are not contiguous and focused on the replacement of sidewalk and pavement at isolated intersections, these improvements should be classified under Provision C.3.b.ii. (4) New or Widening Road Projects and the threshold for these improvements to be considered regulated is 5,000 square feet of created and/or replaced impervious area. With regards to the Municipal Regional Permit C3 (MRP3) requirements, we anticipate based on our preliminary evaluation that the threshold for treatment will be triggered by the size and scope of improvements at the East Market Street and Hillside Boulevard intersection.

COLLABORATION WITH CITY

Our team is experienced in both small- and large-scale projects that demand close coordination among multiple stakeholder groups. The City can expect a high level of responsiveness, communication, and quality. These high standards have been engrained in Kimley-Horn's staff through our continued service to clients who must adhere to demanding schedules, a strict quality assurance program, and open lines of communication.

We have found that regular progress meetings are extremely effective in maintaining engagement, action, and accountability for all project partners (both consultant and City team members), and have incorporated into our scope of work bi-monthly touchbase meetings. These meetings will be used to review design progress, identify and resolve design issues, and track budgets and schedule. Following meetings, our team will distribute meeting notes and action items so project collaborators will all have a firm understanding of next steps and needs.

SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT

Kimley-Horn assumes that management activities will last through the completion of construction contract documents (Tasks 2-7) with an assumed duration of 11 months. The management activities are as outlined in the following sub-task descriptions:

TASK 1.1 - PROJECT ADMINISTRATION

Kimley-Horn will supervise, coordinate, and monitor project design activities. We will work with the City at the start of the project to establish the standards and policies which will guide the project development. We will develop and maintain a critical path method (CPM) project schedule, updating the schedule monthly and as requested by the City. The project schedule shall include each task, subtasks, milestones, submittals and meetings. Kimley-Horn will prepare monthly invoices that identify staff, hours, and project progress. Additionally, Kimley-Horn will prepare monthly progress reports to include updates on work status, deliverables, and budget.

Task 1.1 Deliverables

- ▲ CPM project schedule with monthly updates
- ▲ Monthly Invoices and progress reports

TASK 1.2 COORDINATION WITH PROJECT TEAM

Kimley-Horn will coordinate with so that information is disseminated. Comments that need clarification will hold an initial kick-off meeting to address challenges, schedule, deadlines,

Kimley-Horn will attend virtual, 3 throughout the project development. On an as-needed basis and beyond what is identified in the scope, Kimley-Horn staff will also attend up to three (3) additional virtual meetings with City staff to review design submittals.

Task 1.2 Deliverables

- ▲ Electronic copy of meeting minutes (kick-off, up to 22 progress meetings, and 3 design review meetings)

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ty owners, and subconsultants, be held, as necessary, for ' from the City, Kimley-Horn approach, potential design s, standards, and requirements.

is and other critical issues

EXHIBIT A

TASK 2 - DATA COLLECTION**TASK 2.1 GATHER EXISTING INFORMATION AND SITE VISIT**

Kimley-Horn will review the existing data previously acquired for the project and will request additional information from the City. Our scope assumes that the City will provide as-built information, signal timing data, storm drain inventory, GIS and right-of-way information, street light information, and other materials that the City have in their possession. We will compile copies of these drawings, digital (when applicable) and hard copies for the older mapping and create a list of the archive information obtained. This information will be incorporated into the base map prepared in Task 2.2.

Kimley-Horn will conduct a site visit within the mapping limits. The team will review existing conditions, making note of items and take photographs. We will verify visible surface utilities and signal equipment. We will coordinate with the City to gain access to signal cabinets and review controllers and other existing equipment.

TASK 2.2 TOPOGRAPHIC MAPPING AND BASE MAP CREATION

Topographic survey and mapping will be performed by our subconsultant, LCC. LCC will conduct a topographic survey for the project area, and the survey will capture surface features, including but not limited to the:

- ▲ Curb (face, back, beginning and end of curves, points of compound curvature, etc.)
- ▲ Sidewalk and curb ramps
- ▲ Gutter lip and flow line
- ▲ Top of pavement
- ▲ Above ground utilities (boxes, valves, irrigation facilities, street lights, manholes, etc.)
- ▲ Grade breaks
- ▲ Pavement striping
- ▲ Signs and structures
- ▲ Driveways
- ▲ Vegetation and trees (including trunk diameter)
- ▲ Fences (height and type)
- ▲ Invert elevations of all accessible storm drain manholes, sanitary sewer manholes, and curb inlets within survey limits.
- ▲ Valley Gutter including flow line

Survey limits will begin 25-feet beyond begin curb (BC) and end curb (EC) of curb return at intersections. The survey will be taken in minimum 15-foot increments along the curb at intersections. Survey information will include elevations for the following:

- ▲ 5-ft and 10-ft from the back of sidewalk (where possible)
- ▲ Back of sidewalk
- ▲ Intermediate sidewalk grade
- ▲ Top and bottom of curb ramp
- ▲ Top of curb
- ▲ Gutter flow line
- ▲ 10-ft spacing from increments

The survey work will include open general directions will be noted.

LCC's selected professional Traffic Control Technician (TCT) will provide traffic controls for manhole locations which are to be "dipped". For each of the manholes located within the limits of work, traffic controls will be provided by the TCF, while LCC's survey crew takes measurements at the manholes. Controls will include the following:

- ▲ Encroachment permit application will be prepared and submitted to the City (assuming no-fee permit)
- ▲ Lane Closures
- ▲ Signage
- ▲ Flagman
- ▲ Truck with traffic diversion lighting

Traffic controls for manhole "dipping" are expected to take a minimum of two consecutive days, barring rain delays, to complete.

The survey will be based on control data and monument information provided by City. If no control is provided, LCC will use NAVD88 vertical datum and NAD California Coordinate System 83, Zone 3, based upon published County and NGS Benchmarks.

Mapping will include 1-foot contours and spot elevations (1/10 foot), and mapping will be 20-scale, unless otherwise requested. The drawings will be in AutoCAD Civil 3D compatible format, with contours and points at 3-D locations (elevations assigned to contour and point features). The survey map will include a standard statement listing the horizontal and vertical control datum, including any temporary (local) control points if applicable.

The Kimley-Horn team will deliver a digital PDF file of the map, signed and stamped upon completion of work.

Up to one (1) additional day of field work with one day of corresponding office work will be an optional task to be used later if additional survey information is required to complete the design.

Task 2.2 Deliverables

- ▲ Topographic survey and project base map (CADD and PDF formats)

TASK 2.3 UTILITY EVALUATION AND COORDINATION

Kimley-Horn will prepare and send all letters to request utility record base map information. Kimley-Horn will notify the various utilities and request that if they plan to install new facilities within the project area, that they coordinate with the project team as soon as possible. Kimley-Horn assumes that the City will provide an initial list of utility contacts, based on current contacts from nearby and current projects, to begin utility coordination efforts. Kimley-Horn will review record plans received from utilities and analyze utility data captured during topographic surveys to identify potential conflicts.

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EXHIBIT A

with the proposed improvements. We will identify utilities that require adjustment due to the project, and we will determine those utilities that may require relocation. We will summarize and provide this information to the City and relevant utility agencies.

Utility adjustments will be shown on the plans, to be performed either by the Contractor or by the utility owner. Our scope of services assumes that any relocations or major adjustments necessary will be designed and constructed by the utility owner and are not included in the project plans. Kimley-Horn will prepare and send Utility A and B letters, on a City-provided letterhead, to utility owners, including project updates/status letters and letters to notify them of any needs for adjustments or relocations.

This task includes up to three (3) meetings, if necessary, with the City and impacted utilities in a technical/design lead role. Our role will be focused on working to determine the preferred strategy for dealing with utility conflicts, including adjustments, relocations, and protection in place. It is assumed that these meetings be conducted in the field with a utility representative so that our team can work collaboratively with the utility to assess the conflict and identify mitigation or relocation measures. We will attempt to design around conflicts when practical.

This task includes an allowance of \$14,000 for potholing to investigate locations of existing utilities to inform the design for new traffic signal foundations, storm inlets, and stormwater treatment areas.

Task 2.3 Deliverables

- ▲ Utility A and B letters
- ▲ Utility response tracking matrix
- ▲ Meeting agenda and minutes for up to three (3) utility coordination meetings
- ▲ Potholing

TASK 3 - PROJECT OUTREACH

Our team will develop project engagement material and support City staff to facilitate the various public engagement events. Public outreach will precede the Task 8 efforts so that the feedback gathered during the engagement process is able to be incorporated into the refined concept designs. The project team will engage the community through pop-up events and an online survey, as well as hold meetings with key stakeholders.

TASK 3.1 - COMMUNITY ENGAGEMENT MATERIALS This is anticipated to include online materials, print flyers and mailers to addresses within 500' of the Project corridor, and a SurveyMonkey (or similar) online survey.

TASK 3.2 - STAKEHOLDER MEETINGS

Our team will supplement outreach activities with meeting with key stakeholder organizations, including the public and/or special interest groups (e.g. Bicycle & Pedestrian Advisory Committee). Up to two (2) virtual stakeholder meetings are assumed in the scope. We will prepare meeting agendas and minutes for each meeting.

Additional outreach services that corridor to bring awareness of the upon request.

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1 Plan, hosting pop-ups on the these services can be provided

Task 3 Deliverables

- ▲ Outreach notification materials, placards, stickers, social media content for one round of outreach
- ▲ Online survey
- ▲ Stakeholder meetings
- ▲ participation in up to two (2)

TASK 4 - REFINED CONCEPTUAL DESIGN (50%)

Using the survey base map from Task 2.2 and the conceptual design prepared by our team during the Corridor Study in August 2024, Kimley-Horn will prepare the 50% conceptual design plans for the Project. The 50% design plans will show the proposed locations of improvements such as the elevated bikeway around the bulb outs at East Market Street and Hillside Boulevard, curb, driveway and sidewalk improvements, traffic signal modifications, drainage infrastructure (including stormwater treatment facilities), street beautification and landscaping, signing and striping, and limits of proposed roadway conform work. Existing ROW will be shown in relation to the proposed work. A title sheet will be prepared showing the proposed list of future plans to be developed. The intent of the conceptual design will be to refine the overall proposed scope of improvements which will serve as the basis for final design work, and to identify any challenges with the proposed design, including drainage issues associated with widening the sidewalk into the roadway. We will work with the City to understand other ongoing or planned project work adjacent to or overlapping with the project limits.

A title sheet will be prepared showing the proposed list of future plan sheets to be developed (see Task 5 for overall sheet list). It is anticipated that the 50% plan set will include the following:

- ▲ Title Sheet with vicinity/key maps, and general notes, legend, and abbreviations
- ▲ Typical Sections
- ▲ Layout Plans, showing the locations of improvements and proposed stormwater treatment facilities
- ▲ Signing and Striping Plans

Vertical information displayed will be limited to convey design intent and detailed elevations; however, only limited vertical design will be completed as needed to evaluate feasibility of proposed improvements. Plans will be developed based on the City's Standard Plans, Caltrans 2024 Standard Plans, the latest CA MUTCD, and the California HDM. Plans will be prepared using computer aided design software (AutoCAD) 11"x 17" plans (conceptual) or 22" x 34" plans (final), as requested by the City. Kimley-Horn will hold one (1) virtual meeting (meeting effort included in task 1) with City staff and stakeholders to go over the proposed design and discuss review comments if necessary.

Task 4 Deliverables

- ▲ 50% Project Plans (11" x 17") in PDF format

EXHIBIT A

TASK 5 - PRELIMINARY DESIGN (75% PLANS AND ENGINEER'S ESTIMATE)

Based on one set of non-conflicting comments from the City on the 50% plans, Kimley-Horn will prepare the 75% preliminary design plans and estimate. After receipt of comments at the 50% phase, Kimley-Horn will prepare a comment-response PDF detailing a response on how each comment was addressed, which will include responses directly on the City-commented plan sheets. This comment-response PDF will be completed and submitted with the 75% deliverable.

Kimley-Horn assumes the following plan sheets will be developed as part of the 65% plan set:

<i>Plan Sheets</i>	<i>Anticipated Sheet Count</i>
Cover Sheet	1
General Notes, Legend, Abbreviations	1
Project Control and Key Map	2
Typical Sections	2
Demolition Plans (1:20 scale)	3
Layout Plan - East Market Street abd Hillside Boulevard Intersection (1:10 scale)	2
Construction Details - Curb Ramp grading (1:5 scale)	4
Construction Details - Civil Construction Details	2
Drainage Plans (1:20 scale)	3
Drainage Details	3
Stormwater Treatment Plans and Details	2
Landscaping and Irrigation for Stormwater Treatment	2
Signing and Striping Plans (1:20 scale)	
Electrical Plans	
Total Sheets	

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The plan sheets and number of sheets necessary to advance design from

Project Plans. Roadway
illustrate design features and intent

Roadway improvement plans will begin to show vertical design and detailing necessary to review proposed elevations and grades as well as the relationship to existing grades, elevations, and conflicts.

For the Municipal Regional Stormwater Permit (MRP 3.0) compliance evaluation, a Stormwater Treatment C3 Compliance Memorandum will be prepared at this stage that describes the existing conditions and proposed improvements along the corridor within the project limits, the MRP C.3 requirements, and the specific MRP impacts to the project. Based on our preliminary evaluation, it is anticipated that stormwater treatment will be required at the East Market Street and Hillside Boulevard intersection. The Memo will identify the locations and sizing of Green Infrastructure (GI) treatment measures proposed. The assessment will also address the peak flow runoff hydrology and hydraulic conveyance for the project area. This report is limited to the project area and regional modeling beyond the project limits is excluded. The task includes one site visit to visually observe site drainage conditions. Drainage areas will be based upon project survey area and readily available topographic data. Offsite tributary area which conveys flow into the project area will be approximate for the purpose of this analysis and noted if further survey and investigations are required.

The project team will submit a the C3 Compliance Memo to the City for review and comment with the 75% Design. It is understood that the final report will be developed at or after the 95% design once the proposed improvements and extents have been confirmed.

Landscaping and irrigation plans are proposed for proposed plantings within the locations of green infrastructure. At the 75% design phase, landscape and irrigation plans will depict locations and species of tree, shrub, and groundcovers. Proposed irrigation points of connection and hydrozones will be shown schematically and will include manufacturer and equipment type. At the 95% design phase, landscape and irrigation plans will advance design to show areas of planting, limits of planting, plant types, quantities, size, details, and notes.

Proposed plantings and irrigation will comply with the State's Water Efficiency Ordinance. Irrigation plans and details will portray irrigation connection, backflow, controller, mainlines, sleeves, lateral lines, and emitters for 100% coverage. The plans will consist of irrigation details, notes, calculations, and water use summary tables per plant type and emitter.

Based on the conceptual design and estimate, it is assumed that street lighting upgrades are not included in the project improvements. If the City desires new or upgraded lighting, Kimley-Horn can provide this as an additional service. This would include preparing a photometric evaluation using Agi32 Lighting Analysis Software to determine the required intersection safety lighting. Illuminance criteria would be established based on City standards and/or ANSI/IESNA RP-8 guidelines based on appropriate roadway classification and pedestrian activity levels. Analysis results would be presented in a lighting exhibit with proposed light locations and illumination (in footcandles) at the intersections, including along marked crosswalks.

The 75% Plans (11" x 17") and Engineer's Estimate will be prepared and submitted to the City in electronic format. After receipt of City comments on the 75% design, Kimley-Horn will attend one meeting (meeting effort included in Task 1) with the City and stakeholders to discuss the plans and improvements and resolve comments.

EXHIBIT A

Task 5 Deliverables:

- ▲ 75% Project Plans (11" x 17") in PDF format
- ▲ 75% Engineer's Estimate in PDF format
- ▲ Response to 50% Comments in PDF Format
- ▲ Stormwater Treatment C3 Compliance Memo in PDF format

TASK 6 - DETAILED DESIGN (95% PS&E)

Upon review of the 75% preliminary design and based on one (1) set of non-conflicting comments from the City on the 75% plans and estimate, Kimley-Horn will prepare the 95% PS&E detailed design. After receipt of comments from the 75% phase, Kimley-Horn will prepare a comment-response PDF detailing a response on how each comment was addressed, which will include responses directly on the City-commented plan sheets. This comment-response PDF will be completed and submitted with the 95% deliverable.

Technical specifications will be developed at the 95% level. We assume that the City will provide an editable version of a technical specification template or sample document from another recent, similar project. We also assume the City will be responsible for preparing the front-end boilerplate specification, including incorporating project specific information (project name, notice to contractors, estimate, etc.). Technical specifications will be developed using Caltrans special provisions and the City-provided technical specifications template. All proposed changes to the technical specifications will be tracked at the 95% level in Word format for future reference. The technical specifications will reflect the bid items shown in the 95% Engineer's Estimate.

Our scope assumes that traffic handling, stage construction, and pedestrian detours will be developed by the Contractor, and that no plan sheets related to these items are to be prepared. Project specifications will include language requiring the Contractor to develop any plans related to traffic handling, pedestrian detour, and stage construction are to be approved by the City prior to the start of construction.

After receipt of City comments on the 95% design, Kimley-Horn will attend one meeting (meeting effort included in Task 1) with the City and stakeholders to discuss the plans and improvements and resolve comments.

Task 6 Deliverables:

- ▲ 95% Project Plans (11" x 17") in PDF format
- ▲ 95% Project Specifications in Word format (track-changes)
- ▲ 95% Engineer's Estimate
- ▲ Response to 75% Comments

TASK 7 - DRAFT AND FINAL**TASK 7.1 DRAFT FINAL PS&E**

Upon review of the 95% preliminary design and based on one (1) set of non-conflicting comments from the City on the 95% plans and estimate, Kimley-Horn will prepare the Draft Final 100% PS&E. After receipt of comments from the 95% phase, Kimley-Horn will prepare a comment-response PDF detailing a response on how each comment was addressed, which will include responses directly on the City-commented plan sheets. This comment-response PDF will be completed and submitted with the Draft Final deliverable.

The technical specifications will be updated based on City comments and will reflect the bid items shown in the Draft Final Engineer's Estimate. All changes to the technical specifications shall continue to be tracked in the electronic file in Word format for future reference. An electronic copy of the Draft Final PS&E package will be submitted to the City for a final screen check and as-needed comments.

Task 7.1 Deliverables:

- ▲ Draft Final 100% Project Plans (11" x 17") in PDF format
- ▲ Draft Final 100% Project Specifications in Word format (track-changes)
- ▲ Draft Final 100% Engineer's Estimate in PDF format
- ▲ Response to 95% Comments in PDF format

TASK 7.2 FINAL BID PS&E

Upon review of the Draft 100% PS&E and based on one (1) set of non-conflicting comments from the City, Kimley-Horn will prepare the final design bid documents. The final design plans will be plotted full size (22" x 34") on paper. It is assumed City will be responsible for compiling the complete bid book to merge the technical specifications with the City's standard boilerplate. Kimley-Horn will provide an updated bid reflecting the bid items shown in the Final Engineer's Estimate. All changes to the technical specifications shall continue to be tracked in the electronic file in Word format for future reference. Final Bid-Ready Plans and Specifications will be signed and sealed by a California Registered Professional Engineer or Landscape Architect.

After receipt of comments at the Draft 100% phase, Kimley-Horn will prepare a comment-response PDF detailing a response on how each comment was addressed, which will include responses directly on the City-commented plan sheets. This comment-response PDF will be completed and submitted with the Final Design bid documents deliverable.

Task 7.2 Deliverables:

- ▲ Final Bid-Ready (signed and sealed) Plans in PDF format and one (1) hard copy (22" x 34")
- ▲ Final Bid-Ready (signed and sealed) Specifications in PDF and Word format (track-changes)
- ▲ Final Engineer's Estimate in PDF format
- ▲ Response to Draft 100% Comments in PDF format

**SUPERCEDED BY REVISED
SCOPE OF SERVICES
DATED 6/17/2025**

5% PS&E, Kimley-Horn will
prepare a comment-response PDF detailing a

EXHIBIT A

TASK 8 - CONSTRUCTION SUPPORT SERVICES**TASK 8.1 BID SUPPORT**

The Kimley-Horn team will provide design support ahead of and during project advertisement by answering Contractor/City inquiries and preparing addenda as requested by the City. Kimley-Horn will also provide design support during the project award period by assisting the City with evaluating bids, costs, and general support through the award period.

The level of effort associated with responding to Contractor/City inquiries, preparing addenda, and all other requested efforts for bid support is assumed up to a total of 20 hours for budgeting purposes.

TASK 8.2 CONSTRUCTION SUPPORT

The Kimley-Horn team will coordinate with and provide design support to the City during construction. We assume this task to occur over 11 months. The following list of services may be provided as requested by the City. In providing these services, our scope includes up to 20 hours of Kimley-Horn staff time. Effort beyond the assumed scope can be provided for additional fee. Possible services include the following:

- ▲ Participate in pre-construction and field meetings to clarify the design intent of the construction documents
- ▲ Review Contractor submittals
- ▲ Review change order requests and requests for substitutions
- ▲ Respond to City and Contractor RFIs regarding construction documents
- ▲ Develop punch list

Task 8 Deliverables

- ▲ Response to Request for Information from contractor
- ▲ Modification or revisions that are related to the project original scope and character
- ▲ Contract change orders (if necessary)
- ▲ Preparation of record drawings

**SUPERCEDED BY REVISED
SCOPE OF SERVICES
DATED 6/17/2025**

EXHIBIT A

PROJECT SCHEDULE

Kimley-Horn has a proven record of performing on time and within budget. The key to our success is managing the right resources at the right time. Frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining schedules. With that in mind, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track. To monitor our staff workload, Kimley-Horn employs an intensive forecasting technique known as our "castaheads" process. This effort involves assessing our project milestones and staff loading on a weekly, monthly, and six-month basis, drilling down to the project team level. Individual staff member loading is assessed to the person level in the one-week and one-month time frames and the operating unit level in the six-month time frame. A database is used to track all project commitments/milestones and staff commitments firmwide. Using this intensive process, we can identify overloads and shortfalls many months in advance and develop strategies to overcome them. By having a clear picture of staff workload at all times, Kimley-Horn will be optimally positioned to meet the City's expectations on this project.

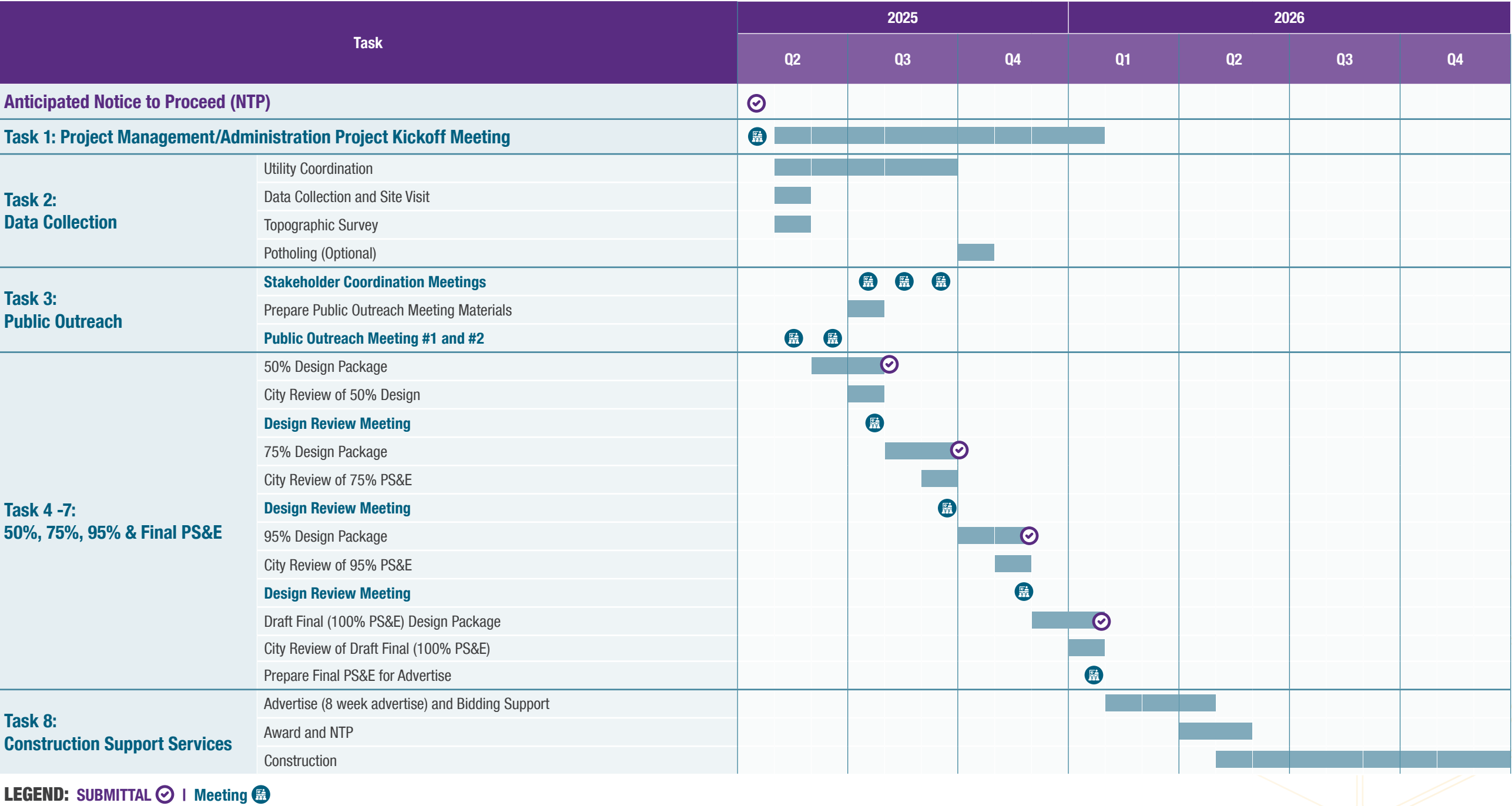


Figure 2. Project Schedule

PROPOSED CONTRACT EXCEPTIONS

Kimley-Horn respectfully requests the following exceptions to the City's sample contract language. Additions are **bolded** and removals are indicated by strike through:

SECTION 13 - INDEMNITY To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and ~~2782.6~~**2782.8**), Consultant and Consultant's sureties agree to defend (with legal counsel acceptable to the City), indemnify and hold harmless the City, its officers, agents, officials, representatives, employees and volunteers (collectively "Indemnitees") from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including, ~~without limitation, incidental and consequential damages;~~ court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that **to the extent** arise out of, pertain to, or relate to, ~~directly or indirectly, in whole or in part,~~ the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). [...].

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
None/ Not Applicable to Kimley-Horn		
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☒ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>John Pulliam, PE</u> Title: <u>Authorized Signer/Associate</u> Telephone No.: <u>650.239.0071</u> Date: <u>3/7/25</u>		
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Federal Use Only:

Standard Form LLL Rev. 04-28-06

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☒		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>Christine M. Leptien-Parks</u> Title: <u>Principal</u> Telephone No.: <u>925-228-4218 ext. 113</u> Date: <u>3/04/2025</u>		Authorized for Local Reproduction Standard Form - LLL

NOT APPLICABLE

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Standard Form LLL Rev. 04-28-06

RESUMES



CONNER L'HOMMEDIU, PE, TE

ENGINEERING AND DESIGN LEAD/STAKEHOLDER AND UTILITY COORDINATION

EDUCATION

- BS, Civil Engineering, California State Polytechnic University, Pomona

CREDENTIALS

- Professional Civil Engineer in CA (#96577)
- Professional Traffic Engineer in CA (#3146)

AFFILIATIONS

- ASCE, Member

BIOGRAPHY

Conner's diverse experience as a project engineer encompasses all aspects of public improvements, including local roadways, multimodal improvements, state highways, and bicycle and pedestrian trail projects. For over seven years, he has worked on all aspects of roadway design, including utility, grading and drainage, stormwater quality, and geometric design. He has successfully prepared local public work improvements including plans, specifications, and estimates for roadway and other local improvements for municipalities throughout California. He is well versed in the incorporation of multimodal facilities complying with the latest design standards including ADA requirements, National Association of City Transportation Officials (NACTO) design guidelines, American Association of State Highway and Transportation Officials (AASHTO) design guidelines, and Caltrans Highway Design Manual (HDM) and Standard Plans.

PROJECT EXPERIENCE

- City of Sunnyvale, Sunnyvale Neighbors of Arbor including La Linda (SNAIL) Neighborhood Active Transportation Improvements Project, Sunnyvale, CA — Design Lead
- Alameda CTC, San Pablo Avenue Multimodal Corridor Study, Alameda County, CA — Project Engineer
- City of Menlo Park, Willow Road Separated Bikeway and Pedestrian Improvements Complete Streets Project, Menlo Park, CA — Deputy Project Manager
- County of San Mateo, Santa Cruz Avenue Complete Streets Improvements, Menlo Park, CA — Project Engineer
- City of Oakland, Lakeshore Avenue Cycle Track Project, Oakland, CA — Project Engineer
- City of Union City, Union City Boulevard Bike Lanes, Union City, CA — Project Engineer
- City of Oakland, East 12th Street Bikeways, Oakland, CA — Project Engineer
- County of San Mateo, North Fair Oaks Bicycle and Pedestrian Railroad Crossing and Community Connections Study, North Fair Oaks, CA — Project Engineer
- Napa County, Napa Valley Vine Trail: Yountville to St. Helena Segment, Napa County, CA — Caltrans Deputy Design Lead
- City of Oakland, Task Order East 12th Street Bikeways (35th Avenue to International Boulevard), CA — Project Engineer
- City of Oakland, 73rd Ave. Active Routes To Transit Project, Oakland, CA — Project Engineer
- Town of Danville, Danville Downtown Master Plan: Catalyst Project Danville, CA — Project Engineer
- County of Sonoma, Adobe Road and Main Street Intersection Improvements Design & Environmental, Santa Rosa, CA — Project Engineer
- LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Pasadena, CA — Project Engineer
- City of Alameda, Complete Streets Engineering Services for 2024 Pavement Rehabilitation Project "Phase 42", Alameda, CA — Project Engineer



MONICA TANNER, PE

ROADWAY, COMPLETE STREETS, AND MULTIMODAL DESIGN/PUBLIC OUTREACH

EDUCATION

- ▲ BS, Civil Engineering, California Polytechnic State University, San Luis Obispo
- ▲ Graduate Certificate, Transportation, California State University, San Jose

CREDENTIALS

- ▲ Professional Civil Engineer in CA (#91144)

AFFILIATIONS

- ▲ ASCE, Member

BIOGRAPHY

Monica is a proactive transportation engineer with over 8 years of experience in multimodal transportation planning, conceptual design, and community engagement. Her experience spans multiple project phases, from evaluating existing conditions and performing Synchro and GIS analyses, to planning transportation and access improvements for pedestrians, bicyclist, vehicles, and transit users, as well as preparing concepts and preliminary designs of roadways, bikeways, and transit centers. She has worked on a variety of complete street and active transportation projects in San Mateo County and throughout the Bay Area. She is passionate about finding and implementing safe and reliable mobility solutions that are tailored to a community's specific need. Monica is also currently enrolled in the part-time Masters of Transportation Management program at San José State University's Mineta Transportation Institute.

PROJECT EXPERIENCE

- ▲ City of Daly City City, San Pedro Road, E. Market Street and Hillside Boulevard Corridors Study, Daly City, CA — Project Manager
- ▲ County of San Mateo, North Fair Oaks Bicycle and Pedestrian Railroad Crossing and Community Connections Study, North Fair Oaks, CA — Deputy Project Manager
- ▲ Alameda CTC, San Pablo Avenue Complete Streets Study, Contra Costa County, CA — Project Analyst
- ▲ City of Millbrae, Comprehensive Millbrae Station Access Plan, Millbrae, CA — Project Analyst
- ▲ Santa Clara Valley Transportation Authority (VTA), BART Silicon Valley Phase II Extension, Transit Oriented Communities/Station Access Strategies, Santa Clara County, CA — Project Analyst
- ▲ City of Sunnyvale, Caltrain Grade Separations Feasibility Study, Sunnyvale, CA — Project Analyst
- ▲ Valley Transportation Authority (VTA), Strategic Capital Investment Plan, Santa Clara County, CA — Project Engineer
- ▲ Caltrain, Grade Separation Support and Corridor Crossings Strategy, Statewide, CA — Project Engineer
- ▲ VTA, BART Silicon Valley Phase II Extension, Transit Oriented Communities/Station Access Strategies and External Affairs, Santa Clara County, CA — Project Engineer
- ▲ Golden Gate Bridge, Highway and Transportation District, San Rafael Transit Center Relocation Project, San Rafael, CA — Project Engineer
- ▲ City of Walnut Creek, Newell Avenue Concept Development and Outreach Support, Walnut Creek, CA — Project Engineer
- ▲ City of Sunnyvale, Sunnyvale Caltrain Station Pedestrian and Bicycle Access Study, Sunnyvale, CA — Deputy Project Manager
- ▲ CCTA, Integrated Transit Plan, Contra Costa County, CA — Project Engineer
- ▲ Santa Cruz METRO, Watsonville-Santa Cruz Transit Reliability Study, Santa Cruz County, CA — Project Engineer
- ▲ San Mateo County Transit District (SamTrans), Program Management Services for the Dumbarton Rail Corridor Project, San Mateo County, CA — Project Engineer
- ▲ City of Mountain View, Transit Center Grade Separation and Access Project, Mountain View, CA — Analyst
- ▲ City of Fremont, Decoto Road Complete Streets Conceptual Plan, Fremont, CA — Planning Lead
- ▲ City of Sunnyvale, Tasman Drive Bicycle and Pedestrian Improvements Project, Sunnyvale, CA — Project Engineer
- ▲ City of San Luis Obispo, Foothill Boulevard Complete Streets Project, San Luis Obispo, CA — Project Engineer
- ▲ Contra Costa Transportation Authority, Innovate 680 Shared Mobility Hubs Feasibility Study, Contra Costa County, CA — Project Engineer
- ▲ City of San Luis Obispo, South Broad Street Corridor Study, San Luis Obispo, CA — Project Manager
- ▲ City of Sunnyvale, Study for Geometric Improvements of Bernardo Avenue from Blair Avenue to Parkington Avenue, Sunnyvale, CA — Project Manager



AKASH PATEL, PE

ROADWAY, COMPLETE STREETS, AND MULTIMODAL DESIGN

EDUCATION

- BS, Civil Engineering, California State University, San Jose

CREDENTIALS

- Professional Civil Engineer in CA (#91312)

BIOGRAPHY

Akash is a professional engineer with more than eight years of experience in municipal roadway design projects. He has worked on many municipal projects that include ADA-compliant sidewalk and curb ramp improvements, road widening, pedestrian and bicycle facilities, and complete streets and traffic calming improvements. As part of these projects, Akash is familiar with applicable design standards and guidelines including, ADA guidelines, NACTO design guidelines, AASHTO design guidelines, the California MUTCD, and Caltrans HDM and Standard Plans. He has worked on projects ranging from conceptual level design to complete PS&E submittals, and is skilled at preparing and coordinating deliverables with the project team and client.

PROJECT EXPERIENCE

- City of Daly City City, San Pedro Road, E. Market Street and Hillside Boulevard Corridors Study, Daly City, CA — Conceptual Design and Cost Estimating
- City of Union City, Union City Boulevard Bike Lane Improvements, Union City, CA — Project Engineer
- City of Monterey, North Fremont Street Bike and Pedestrian Access, and Safety Improvements, Monterey, CA — Project Engineer
- City of Dublin, SRTS Crosswalk and Curb Ramp Improvement Projects and Traffic Signal Modification, Dublin, CA — Project Engineer
- City of Salinas, Bardin SRTS Improvements, Salinas, CA — Project Analyst
- City of Alameda, On-Call Complete Streets Engineering Services, Alameda, CA — Project Engineer
- County of San Mateo, Santa Cruz Avenue and Alameda de las Pulgas Corridor Improvement Project: Bicycle and Safety Improvements, San Mateo County, CA — Design Lead
- County of Santa Clara, Homestead Road SRTS, Santa Clara County, CA — Project Analyst
- City of Oakland, East 12th Bikeways (35th Avenue to International Boulevard), Oakland, CA — Project Engineer
- City of Oakland, MacArthur Smart City Corridor, Oakland, CA — Project Engineer
- Town of Moraga, St. Mary's Double Roundabouts Project, Moraga, CA — Project Engineer
- ACTC, San Pablo Avenue Multimodal Corridor Project, Oakland, CA — Project Engineer
- City of Sunnyvale, Maude Avenue Bikeways and Streetscape PS&E, Sunnyvale, CA — Project Analyst
- Town of Los Gatos, Winchester Boulevard Complete Streets Conceptual Design, Los Gatos, CA — Project Engineer
- County of Santa Clara, Page Mill Road Improvements, Santa Clara, CA — Project Engineer
- County of Santa Clara, Capitol Expressway ITS Infrastructure and Sidewalk Project (17 intersections), Santa Clara County, CA — Project Analyst
- City of Redwood City, Kennedy Middle School SRTS, Redwood City, CA — Project Analyst
- City of Redwood City, Hopkins Avenue Traffic Calming Evaluation and Design, Redwood City, CA — Project Analyst
- City of San Mateo, Downtown Parking Technology Implementation, San Mateo, CA — Project Analyst
- City of Vallejo, HSIP Cycle 9: Hybrid Pedestrian Beacon Design Services, Vallejo, CA — Project Engineer
- City of Fairfield, Cadenasso Drive Reconstruction, Fairfield, CA — Project Engineer
- City of San Rafael, 3rd Street and Lindero Street Driveway Parking Lot Improvements, San Rafael, CA — Project Manager
- City of Hollister, 2022/2023 Pavement Rehabilitation Project, Hollister, CA — Project Manager
- City of Salinas, Downtown Salinas Complete Streets Project, Salinas, CA — Project Engineer



SHAWN RAINEY, PE

SIGNAL, LIGHTING, AND ELECTRICAL DESIGN

EDUCATION

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo

CREDENTIALS

- Professional Civil Engineer in CA (#85704)

BIOGRAPHY

Shawn is a transportation engineer with over 11 of experience in ITS planning and design. His experience includes fiber communications and wireless communications network design, freeway active traffic management system design, transportation modeling, signal timing implementation, and signing and striping. He has worked on numerous projects involving data collection/field review, creating CADD plans using AutoCAD and MicroStation, traffic modeling using Synchro, cost estimating, and the design of roadway signs using SignCAD.

PROJECT EXPERIENCE

- City of Visalia, Design for Downtown Street Light Project, Visalia, CA — Project Engineer
- City of Oakland, MacArthur Smart City Corridor, Oakland, CA — Project Engineer
- Bay Area Toll Authority (BATA), Bay Bridges Metering Lights System Upgrade Project, Oakland, CA — Project Engineer
- City/County Association of Governments of San Mateo County (C/CAG), Design Services for Smart Corridor Northern Cities Expansion, San Mateo County, CA — Project Manager
- City of Menlo Park, Sand Hill Road Traffic Signal Interconnect Adaptive Coordination Project Design Services, Menlo Park, CA — Project Engineer
- City of South San Francisco, Smart Corridor Expansion, South San Francisco, CA — Project Engineer
- Alameda CTC, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA — Project Engineer
- City of Folsom, Intelligent Transportation System (ITS) Master Plan Implementation Project, Folsom, CA — Project Engineer
- City of Daly City, Regulated Outputs (RO) 572 Streetlight Conversion, Daly City, CA — Lighting Design and Construction Documents Task Lead
- City of Livermore, Downtown Street Lighting Assessment, Livermore, CA — Project Analyst
- City of San Leandro, Design of East 14th Street (North Area) Pedestrian Lighting, San Leandro, CA — Project Manager
- City of Tracy, LED Street Lighting Standards, Tracy, CA — Analyst
- City of Rancho Cordova, Technical Design Services for ITS Infrastructure Improvements, Rancho Cordova, CA — Project Engineer
- City of Sacramento, Stockton Boulevard Corridor ITS Enhancements Assessment and Design, Sacramento, CA — Project Analyst
- City of San Rafael, Andersen Drive Grade Crossing, San Rafael, CA — Project Analyst



TYLER WHALEY, PE, QSD/P

STORMWATER AND GREEN INFRASTRUCTURE

EDUCATION

- BS, Civil Engineering, California State University, Long Beach

CREDENTIALS

- Professional Civil Engineer in CA (#74848)
- Qualified Stormwater Pollution Prevention Plan Developer (QSD)

BIOGRAPHY

Tyler has 19 years of engineering experience on a wide range of projects in the public and private sectors. He has managed numerous assignments over the years and has expertise in wastewater design, stormwater calculations, mitigation, and drainage design and has worked on a variety of projects utilizing these skills, including C3 stormwater quality reports. He has provided technical advice for several sanitation districts and municipal utility departments to form wastewater improvement strategies. Tyler regularly draws upon his experience working on public and private projects as well as his familiarity with understanding and addressing the needs of multiple stakeholders. His broad range of experience allows him to support various discipline areas — including sewer area studies, roadway design, signing and striping plans, grading, demolition plans, hydrology studies, and utility design.

PROJECT EXPERIENCE

- City of Union City, Union City Boulevard Bike Lane Improvements, Union City, CA — Project Engineer
- City of Marina, Imjin Parkway Widening Project, Marina, CA — Project Engineer
- City of San Rafael, Third Street Sewer Rehabilitation, San Rafael, CA — Project Manager
- City of Lincoln, Engineering Design Services on the East Joiner Parkway Widening Project, Lincoln, CA — Project Engineer
- Santa Clara County, Capitol Expressway ITS Infrastructure and Sidewalk Project, Santa Clara County, CA — Project Engineer
- County of San Mateo, Santa Cruz Avenue and Alameda de las Pulgas Corridor Improvement Project: Bike and Safety Improvements, San Mateo County, CA — Senior Engineer
- City of Sonora, Stockton-Washington Corridor: Downtown Transit and Accessibility Project, Sonora, CA — Project Engineer
- City of Piedmont, Clean Water Program Services, Piedmont, CA — Project Engineer
- County of Alameda, Railroad Grade Crossing Safety Enhancement Program Phase A (RSEP-A) Phase I (Hydrology and Hydraulic Study), Alameda County, CA — Project Engineer
- San Jose Valley Transportation Authority, Bascom Avenue Drainage, San Jose, CA — Project Manager
- City of Redwood City, Whipple Road Rectangular Rapid Flashing Beacon (RRFB) and Bioretention, Redwood City, CA — Project Engineer
- San Rafael Sanitation District, 2021 Sewer Repairs, San Rafael, CA — Project Manager
- San Rafael Sanitation District, 2023 Sewer Repairs, San Rafael, CA — Project Manager
- City of Hollister, On-Call Plan Review, Hollister, CA — Project Manager
- City of Hollister, San Benito Storm Drain, Hollister, CA — Project Manager
- City of Hollister, Hillcrest Storm and Sewer Rehabilitation, Hollister, CA — Senior Engineer
- City of Hollister, Trash Capture Projects H10 and I12, Hollister, CA — Senior Engineer
- City of Hollister, Utility CIP Groups 3-6, Hollister, CA — Project Manager
- City of Hollister, Airport Industrial Water Project, Hollister, CA — Project Manager



RANDALL KOPFF, PLA, CLARB

LANDSCAPE ARCHITECTURE

EDUCATION

- BS, Landscape Architecture, Ohio State University

CREDENTIALS

- Professional Landscape Architect (PLA) in CA (#6633), AZ, NV, and OR

AFFILIATIONS

- Council of Landscape Architectural Registration Boards (CLARB)

BIOGRAPHY

With more than 24 years of professional experience, Randall has encompassed a wide variety of landscape architectural, planning, and graphic services on projects throughout the U.S. His skills include site inventory/analysis, master planning, design development, graphic presentations, 3-D modeling, project management, and detailed technical drawings. Randall utilizes his diverse project background to work closely with individual clients to interpret public input and ensure that the proper vision has been achieved throughout the planning and design implementation processes. He is well-versed in the latest versions of AutoCAD, Adobe Photoshop, Illustrator, InDesign, Acrobat Professional, SketchUp, Podium and VUE 3D rendering software, and much more.

PROJECT EXPERIENCE

- City of Salinas, Bardin Road SRTS Improvements, Salinas, CA — Landscape Architect
- City of Salinas, Streetscape Master Plan for Main Street, Salinas, CA — Project Manager
- San Diego Association of Governments (SANDAG), Urban Bikeways, San Diego, CA — Landscape Architect
- City of Monterey, North Fremont Bike and Pedestrian Access, and Safety Improvements, Monterey, CA — Landscape Architect
- City of Marina, Imjin Parkway Widening Project, Marina, CA — Landscape Architect
- City of Fremont, Walnut Avenue Bikeway Phase 2 Improvements Project, Fremont, CA — Landscape Architect
- City of Sunnyvale, Maude Avenue Roadway Allocation Study (complete street plan), Sunnyvale, CA — Landscape Architect
- City of Thousand Oaks, Rancho Road Sidewalk and Bike Lane Improvements, Thousand Oaks, CA — Landscape Architect
- ACTC, SR 262 Mission Boulevard Cross Connector PA&ED, Fremont, CA — Landscape Architect
- VTA, U.S. 101/SR 25 Interchange Improvements, Phase 1 PS&E and SR 152 Trade Corridor, Santa Clara County, CA — Landscape Architect
- City of Burlingame, California Drive Roundabout, Burlingame, CA — Landscape Architect
- Napa Valley Transportation Authority (NVTA), Vine Trail Coalition, Napa Valley Vine Trail, Calistoga to St. Helena, CA — Landscape Architect
- City of Salinas, Downtown Vibrancy Plan, Salinas, CA — Landscape Architect
- City of Roseville, Washington Boulevard at All America City Boulevard Roundabout Project, Roseville, CA — Landscape Architect
- City of Rocklin, Rocklin Road/Pacific Street Roundabout Design and Right-of-Way Services, Rocklin, CA — Landscape Architect
- City of Lincoln, East Joiner Parkway Widening Project, Lincoln, CA — Landscape Architect
- City of Sonora, Stockton-Washington Corridor-Downtown Transit and Accessibility Project, Sonora, CA — Landscape Architect
- City of National City, Signage and Wayfinding Plan, National City, CA — Project Manager
- SANDAG, Imperial Avenue Bikeway (Streetscape Improvements), San Diego, CA — Landscape Architect
- SANDAG, North Park Mid-City Bike Corridors, San Diego, CA — Landscape Architect
- SANDAG, Central Avenue Bikeway, San Diego, CA — Landscape Architect

Scope of Services

Task 1 – Project Management

Kimley-Horn assumes that management activities will last through the completion of preparing the contract documents (Tasks 2-7), with an assumed duration of 11 months. The management activities are as outlined in the following sub-task descriptions:

Task 1.1: Project Administration

Kimley-Horn will supervise, coordinate, and monitor project design activities. We will work with the City at the start of the project to establish the standards and policies which will guide the project development. We will develop and maintain a critical path method (CPM) project schedule, updating the schedule monthly and as requested by the City. The project schedule shall include each task, subtasks, milestones, submittals and meetings. Kimley-Horn will prepare monthly invoices that identify staff, hours, and project progress. Additionally, Kimley-Horn will prepare monthly progress reports to include updates on work status, deliverables, and budget.

Task 1.1 Deliverables:

- CPM project schedule with monthly updates
- Monthly invoices and progress reports

Task 1.2: Coordination with Project Team

Kimley-Horn will coordinate with the overall project team, which will include the City, SamTrans, regulatory agencies, utility owners, and subconsultants, so that information is disseminated and project coordination between all parties is seamless. Coordination meetings will be held, as necessary, for comments that need clarification or if further information is required. Upon receipt of a written “Authorization to Proceed” from the City, Kimley-Horn will hold an initial kick-off meeting with the City (in person or virtually) and stakeholders to discuss the proposed project approach, potential design challenges, schedule, deadlines, confirm deliverables, request available as-builts, and request PS&E templates, guidelines, standards, and requirements.

Kimley-Horn will attend virtual, 30-minute bi-monthly progress meetings (up to 22) with City staff to discuss project status and other critical issues throughout the project development. On an as-needed basis and beyond what is identified later in the scope, Kimley-Horn staff will also attend up to three (3) additional virtual meetings with City staff to review design submittals.

Task 1.2 Deliverables:

- Electronic copy of meeting minutes (kick-off, up to 22 progress meetings, and 3 design review meetings)

Task 2 – Data Collection

Task 2.1: Gather Existing Information and Site Visit

Kimley-Horn will review the existing data previously acquired for the Project and will request additional information from the City. Our scope assumes that the City will provide as-built information, signal timing data, storm drain inventory, GIS and right-of-way information, street light information, and other materials that the City have in their possession. We will compile copies of these drawings, digital (when applicable) and hard copies for the older mapping and create a list of the archive information obtained. This information will be incorporated into the base map prepared in Task 2.2.

Kimley-Horn will conduct a site visit within the mapping limits. The team will review existing conditions, making note of items and take photographs. We will verify visible surface utilities and signal equipment. We will coordinate with the City to gain access to signal cabinets and review controllers and other existing equipment.

Task 2.2: Topographic Mapping and Base Map Creation

Topographic survey and mapping will be performed by our subconsultant, **LCC Engineering & Surveying, Inc. (LCC)**. LCC will conduct a topographic survey for the project area, and the survey will capture surface features, including but not limited to the:

- Curb (face, back, beginning and end of curves, points of compound curvature, etc.)
- Sidewalk and curb ramps
- Gutter lip and flow line
- Top of pavement
- Above-ground utilities (boxes, valves, irrigation facilities, street lights, manholes, etc.)
- Grade breaks
- Pavement striping
- Signs and structures
- Driveways
- Vegetation and trees (including tree diameter)
- Fences (height and type)
- Invert elevations of all accessible storm drain manholes, sanitary sewer manholes, and curb inlets within survey limits
- Valley Gutter including flow line

Survey limits will begin 25-feet beyond begin curb (BC) and end curb (EC) of curb return at intersections. The survey will be taken in minimum 15-foot increments along the curb at intersections. Survey information will include elevations for the following:

- 5-feet and 10 feet from the back of sidewalk (where possible)
- Back of sidewalk
- Intermediate sidewalk grade breaks
- Top and bottom of curb ramps
- Top of curb
- Gutter flow line
- Lip of gutter
- Roadway pavement shots at 5-foot and 10-foot spacing from increments from face of curb
- BC and EC of curb return

The survey work will include opening and “dipping” sewer and storm drain structures in order to obtain invert elevations, and approximate pipe sizes and general directions will be noted.

LCC’s selected professional Traffic Control Firm (TCF) will provide traffic controls for manhole locations which are to be “dipped”. For each of the manholes located within the limits of work, traffic controls will be provided by the TCF, while LCC’s survey crew takes measurements at the manholes. Controls will include the following:

- Encroachment permit application will be prepared and submitted to the City (assume no-fee permit)
- Lane closures
- Signage
- Flagman
- Truck with traffic diversion lighting

Traffic controls for manhole “dipping” are expected to take a minimum of two consecutive days, barring rain delays, to complete.

The survey will be based on control data and monument information provided by City. If no control is provided, LCC will use NAVD88 vertical datum and NAD California Coordinate System 83, Zone 3, based upon published County and NGS Benchmarks.

Mapping will include 1-foot contours and spot elevations (1/10 foot), and mapping will be 20-scale, unless otherwise requested. The drawings will be in AutoCAD Civil 3D compatible format, with contours and points at 3-D locations (elevations assigned to contour and point features). The survey map will include a standard statement listing the horizontal and vertical control datum, including any temporary (local) control points if applicable.

The Kimley-Horn team will deliver digital PDF and AutoCad files of the map, signed and stamped upon completion of work.

Up to one (1) additional day of field work with one day of corresponding office work will be an optional task to be used later if additional survey information is required to complete the design.

Task 2.2 Deliverables:

- Topographic survey and project base map (CADD and PDF formats)

Task 2.3: Utility Evaluation and Coordination

Kimley-Horn will prepare and send all letters to request utility record base map information. Kimley-Horn will notify the various utilities and request that if they plan to install new facilities within the project area, that they coordinate with the project team as soon as possible. Kimley-Horn assumes that the City will provide an initial list of utility contacts, based on current contacts from nearby and current projects, to begin utility coordination efforts. Kimley-Horn will review record plans received from utilities and analyze utility data captured during topographic surveys to identify potential conflicts with the proposed improvements. We will identify utilities that require adjustment due to the project, and we will determine those utilities that may require relocation. We will summarize and provide this information to the City and relevant utility agencies.

Utility adjustments will be shown on the plans, to be performed either by the Contractor or by the utility owner. Our scope of services assumes that any relocations or major adjustments necessary will be designed and constructed by the utility owner and are not included in the project plans. Kimley-Horn will prepare and send Utility A and B letters, on a City-provided letterhead, to utility owners, including project updates/status letters and letters to notify them of any needs for adjustments or relocations.

This task includes up to three (3) meetings, if necessary, with the City and impacted utilities in a technical/design lead role. Our role will be focused on working to determine the preferred strategy for dealing with utility conflicts, including adjustments, relocations, and protection in place. It is assumed that these meetings be conducted in the field with a utility representative so that our team can work collaboratively with the utility to assess the conflict and identify mitigation or relocation measures. We will attempt to design around conflicts when practical.

This task includes an allowance of \$14,000 for potholing to investigate locations of existing utilities to inform the design for new traffic signal foundations, storm inlets, and stormwater treatment areas.

Task 2.3 Deliverables:

- Utility A and B letters
- Utility response tracking matrix
- Meeting agenda and minutes for up to three (3) utility coordination meetings
- Potholing

Task 3 – Project Outreach

Our team will develop project engagement material and support City staff to facilitate the various public engagement events. Public outreach will precede the Task 4 efforts so that feedback gathered during the engagement process is able to be incorporated into the refined concept designs. The project team will engage the community through an online survey, as well as hold meetings with key stakeholders.

Task 3.1 Community Engagement Materials

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This is anticipated to include online materials, print flyers and mailers to addresses within 500' of the Project corridor, and a SurveyMonkey (or similar) online survey.

Task 3.2 Stakeholder Meetings

Our team will supplement outreach activities with meeting with key stakeholder organizations, including the public and/or special interest groups (e.g. Bicycle & Pedestrian Advisory Committee). Up to two (2) virtual stakeholder meetings are assumed in the scope. We will prepare meeting agendas and minutes for each meeting.

Additional outreach services that may be beneficial but are not included in this scope include development of an Outreach Plan, hosting pop-ups on the corridor to bring awareness of the project, and additional stakeholder meetings. If desired by the City, scope and fee for these services can be provided upon request.

Task 3 Deliverables:

- Outreach notification materials (may include postcard, flyer, placards, stickers, social media content) for one round of outreach
- Online Survey
- Materials, agenda, summaries, and participation in up to two (2) stakeholder meetings

Task 4 – Refined Conceptual Design (50% Design)

Using the survey base map from Task 2.2 and the conceptual design prepared by our team during the Corridor Study in August 2024, Kimley-Horn will prepare the 50% conceptual design plans for the Project. The 50% design plans will show the proposed locations of improvements such as the elevated bikeway around the bulb outs at East Market Street and Hillside Boulevard, curb, driveway, and sidewalk improvements, traffic signal modifications, drainage infrastructure (including stormwater treatment facilities), street beautification and landscaping, signing and striping, and limits of proposed roadway conform work. Existing right-of-way will be shown in relation to the proposed work. A title sheet will be prepared showing the proposed list of future plans to be developed. The intent of the conceptual design will be to refine the overall proposed scope of improvements which will serve as the basis for final design work, and to identify any challenges with the proposed design, including drainage issues associated with widening the sidewalk into the roadway. We will work with the City to understand other ongoing or planned projects adjacent to or overlapping with the project limits.

A title sheet will be prepared showing the proposed list of future plan sheets to be developed (see Task 5 for overall sheet list). It is anticipated that the 50% plan set will include the following:

- Title Sheet with vicinity/key maps, general notes, legend, and abbreviations
- Typical Sections
- Layout Plans, showing the locations of improvements and proposed stormwater treatment facilities
- Signing and Striping Plans

Vertical information displayed will be limited to convey design intent and detailed elevations; however, only limited vertical design will be completed as needed to evaluate feasibility of proposed improvements. Plans will be developed based on the City's Standard Plans, Caltrans 2024 Standard Plans, the latest CA MUTCD, and the California HDM. Plans will be prepared using computer aided design software (AutoCAD) on 11" x 17" plans (conceptual) or 22" x 34" plans (final), as requested by the City. Kimley-Horn will hold one (1) virtual meeting (meeting effort included in task 1) with City staff and stakeholders to go over the proposed design and discuss review comments, if necessary.

Task 4 Deliverables:

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- 50% Project Plans (11" x 17") in PDF format

Task 5 – Preliminary Design (75% Plans and Engineer's Estimate)

Based on one (1) set of non-conflicting comments from the City on the 50% plans, Kimley-Horn will prepare the 75% preliminary design plans and estimate. After receipt of comments at the 50% phase, Kimley-Horn will prepare a comment-response PDF detailing a response on how each comment was addressed, which will include responses directly on the City-commented plan sheets. This comment-response PDF will be completed and submitted with the 75% deliverable.

Kimley-Horn assumes the following plan sheets will be developed as part of the 75% plan set:

Plan Sheets	Anticipated Sheet Count
Cover Sheet	1
General Notes, Legend, Abbreviations	1
Project Control and Key Map	2
Typical Sections	2
Demolition Plans (1:20 scale)	3
Layout Plan – E. Market St and Hillside Blvd Intersection (1:10 scale)	2
Construction Details – Curb Ramp grading (1:5 scale)	4
Construction Details – Civil Construction Details	2
Drainage Plans (1:20 scale)	3
Drainage Details	3
Stormwater Treatment Plans and Details	2
Landscaping Plan	1
Signing and Striping Plans (1:20 scale)	5
Electrical Plans	3
TOTAL SHEETS	34

The plan sheets and number of sheets noted above are assumed to be the total number of sheets necessary for the Final Project Plans. Roadway improvements, drainage, signing and striping, and electrical plans at the 75% design phase will be developed to communicate design features and intent necessary to advance design from a 50% design to a 75% design level.

Roadway improvement plans will begin to show vertical design and detailing necessary to review proposed elevations and grades as well as the relationship to existing grades, elevations, and conflicts.

For the MRP 3.0 compliance evaluation, a Stormwater Treatment C3 Compliance Memorandum will be prepared at this stage that describes the existing conditions and proposed improvements along the corridor within the project limits, the MRP C.3 requirements, and the specific MRP impacts to the project. Based on our preliminary evaluation, it is anticipated that stormwater treatment will be required at the East Market Street and Hillside Boulevard intersection. The Memo will identify the locations and sizing of Green Infrastructure (GI) treatment measures proposed. The

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assessment will also address the peak flow runoff hydrology and hydraulic conveyance for the project area. This report is limited to the project area and regional modeling beyond the project limits is excluded. The task includes one site visit to visually observe site drainage conditions. Drainage areas will be based upon project survey area and readily available topographic data. Offsite tributary area which conveys flow into the project area will be approximate for the purpose of this analysis and noted if further survey and investigations are required.

The project team will submit the C3 Compliance Memo to the City for review and comment with the 75% Design. It is understood that the final report will be developed at or after the 95% design once the proposed improvements and extents have been confirmed.

It is assumed that proposed landscaping and plantings will not include irrigation so irrigation plans are not included the scope. Landscaping plans are proposed for proposed plantings or rock features within the locations of green infrastructure or around the bulb outs. At the 75% design phase, landscape plans will depict locations and species of plants. At the 95% design phase, landscape plans will advance design to show areas of planting, limits of planting, plant types, quantities, size, details, and notes. Proposed plantings will comply with the State's Water Efficiency Ordinance.

Based on the conceptual design and estimate, it is assumed that street lighting upgrades are not included in the project improvements. If the City desires new or upgraded lighting, Kimley-Horn can provide this as an additional service. This would include preparing a photometric evaluation using Agi32 Lighting Analysis Software to determine the required intersection safety lighting. Illuminance criteria would be established based on City standards and/or ANSI/IESNA RP-8 guidelines based on appropriate roadway classification and pedestrian activity levels. Analysis results would be presented in a lighting exhibit with proposed light locations and illumination (in footcandles) at the intersections, including along marked crosswalks.

The 75% Plans (11" x 17") and Engineer's Estimate will be prepared and submitted to the City in electronic format. After receipt of City comments on the 75% design, Kimley-Horn will attend one meeting (meeting effort included in Task 1) with the City and stakeholders to discuss the plans and improvements and resolve comments.

Task 5 Deliverables:

- 75% Project Plans (11" x 17") in PDF format
- 75% Engineer's Estimate in PDF format
- Response to 50% Comments
- Stormwater Treatment C3 Compliance Memo in PDF format

Task 6 – Detailed Design (95% PS&E)

Upon review of the 75% preliminary design and based on one (1) set of non-conflicting comments from the City on the 75% plans and estimate, Kimley-Horn will prepare the 95% PS&E detailed design. After receipt of comments from the 75% phase, Kimley-Horn will prepare a comment-response PDF detailing a response on how each comment was addressed, which will include responses directly on the City-commented plan sheets. This comment-response PDF will be completed and submitted with the 95% deliverable.

Technical specifications will be developed at the 95% level. We assume that the City will provide an editable version of a technical specification template or sample document from another recent, similar project. We also assume the City will be responsible for preparing the front-end boilerplate specification, including incorporating project specific information (project name, notice to contractors, estimate, etc.). Technical specifications will be developed using Caltrans special provisions and the City-provided technical specifications template. All proposed changes to the technical specifications will be tracked at the 95% level in Word format for future reference. The technical specifications will reflect the bid items shown in the 95% Engineer's Estimate.

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Our scope assumes that traffic handling, stage construction, and pedestrian detours will be developed by the Contractor, and that no plan sheets related to these items are to be prepared. Project specifications will include language requiring the Contractor to develop any plans related to traffic handling, pedestrian detour, and stage construction are to be approved by the City prior to the start of construction.

After receipt of City comments on the 95% design, Kimley-Horn will attend one meeting with the City and stakeholders to discuss the plans and improvements and resolve comments (meeting effort included in Task 1).

Task 6 Deliverables:

- 95% Project Plans (11" x 17") in PDF format
- 95% Project Specifications in Word format (track-changes)
- 95% Engineer's Estimate in PDF format
- Response to 75% Comments in PDF format

Task 7 – Draft and Final PS&E (100% PS&E)

Task 7.1: Draft Final PS&E

Upon review of the 95% preliminary design and based on one (1) set of non-conflicting comments from the City on the 95% PS&E, Kimley-Horn will prepare the Draft Final 100% PS&E. After receipt of comments from the 95% phase, Kimley-Horn will prepare a comment-response PDF detailing a response on how each comment was addressed, which will include responses directly on the City-commented plan sheets. This comment-response PDF will be completed and submitted with the Draft Final deliverable.

The technical specifications will be updated based on City comments and will reflect the bid items shown in the Draft Final Engineer's Estimate. All changes to the technical specifications shall continue to be tracked in the electronic file in Word format for future reference. An electronic copy of the Draft Final PS&E package will be submitted to the City for a final screen check and as-needed comments.

Task 7.1 Deliverables:

- Draft Final 100% Project Plans (11" x 17") in PDF format
- Draft Final 100% Project Specifications in Word format (track-changes)
- Draft Final 100% Engineer's Estimate in PDF format
- Response to 95% Comments in PDF format

Task 7.2: Final Bid PS&E

Upon review of the Draft 100% PS&E and based on one (1) set of non-conflicting comments from the City, Kimley-Horn will prepare the final design bid documents. The final design plans will be plotted full size (22" x 34") on paper. It is assumed City will be responsible for compiling the complete bid book to merge the technical specifications with the City's standard boilerplate. Kimley-Horn will provide an updated bid list reflecting the bid items shown in the Final Engineer's Estimate. All changes to the technical specifications shall continue to be tracked in the electronic file in Word format for future reference. Final Bid-Ready Plans and Specifications will be signed and sealed by a California Registered Professional Engineer or Landscape Architect.

After receipt of comments at the Draft 100% phase, Kimley-Horn will prepare a comment-response PDF detailing a response on how each comment was addressed, which will include responses directly on the City-commented plan sheets. This comment-response PDF will be completed and submitted with the Final Design bid documents deliverable.

Task 7.2 Deliverables:

- Final Bid-Ready (signed and sealed) Plans in PDF format and one (1) hard copy (22" x 34")
- Final Bid-Ready (signed and sealed) Specifications in PDF and Word format (track-changes)
- Final Engineer's Estimate in PDF format
- Response to Draft 100% Comments in PDF format

Task 8 – Construction Support Services

Task 8.1: Bid Support

The Kimley-Horn team will provide design support ahead of and during project advertisement by answering Contractor/City inquiries and preparing addenda as requested by the City. Kimley-Horn will also provide design support during the project award period by assisting the City with evaluating bids, costs, and general support through the award period.

The level of effort associated with responding to Contractor/City inquiries, preparing addenda, and all other requested efforts for bid support is assumed up to a total of 20 hours for budgeting purposes.

Task 8.2: Construction Support

The Kimley-Horn team will coordinate with and provide design support to the City during construction. We assume this task to occur over 7 months. The following list of services may be provided as requested by the City. In providing these services, our scope includes up to 20 hours of Kimley-Horn staff time. Effort beyond the assumed scope can be provided for additional fee. Possible services include the following:

- Participate in pre-construction and field meetings to clarify the design intent of the construction documents
- Review Contractor submittals
- Review change order requests and requests for substitutions
- Respond to City and Contractor RFIs regarding construction documents
- Develop punch list

Task 8 Deliverables:

- Response to Request for Information from contractor
- Modification or revisions that are related to the project original scope and character
- Contract change orders (if necessary)
- Preparation of record drawings

DALY CITY
Safe Routes to School

		Name Category/Title Direct Rate Billing Rate	Kimley-Horn and Associates, Inc.								TOTAL HOURS TOTAL COST		
			Ryan Dole	John Pulliam	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I			Project Support
			Project Manager	Principal-in-Charge & QC/QA Manager									
196.54%	Overhead%		\$104.11	\$114.09	\$100.30	\$89.15	\$78.50	\$68.35	\$57.06	\$50.62	\$40.63		
195.57%	Overhead% w/o FCCM		\$339.50	\$372.04	\$327.08	\$290.72	\$255.99	\$222.89	\$186.07	\$165.07	\$132.49		
10%	Fee%												
Task 1	Project Management		38	8	0	0	6	37	0	0	22	111	\$ 28,574.93
1.1	Project Administration (Assume 11 months)		12	4				12			22	50	\$ 11,151.67
1.2	Coordination with Project Team		26	4			6	25				61	\$ 17,423.26
Task 2	Data Collection		14	0	0	0	4	50	18	20	0	106	\$ 23,571.99
2.1	Gather Existing Information and Site Visit		4				4	8	10	10		36	\$ 7,676.45
2.2	Topographic Mapping and Base Map Creation							2	8	10		20	\$ 3,585.05
2.3	Utility Evaluation and Coordination		10					40				50	\$ 12,310.49
Task 3	Project Outreach		5	0	0	0	15	0	42	10	0	72	\$ 15,002.97
3.1	Community Engagement Materials		2				10		30	10		52	\$ 10,471.69
3.2	Stakeholder Meetings (2) (BPAC, City Council)		3				5		12			20	\$ 4,531.28
Task 4	Refined Conceptual Design (50% Design)		10	8	0	0	4	16	40	80	0	158	\$ 31,609.95
4.1	Prepare 50% Refined Conceptual Design		10	8			4	16	40	80		158	\$ 31,609.95
Task 5	Preliminary Design (75% Design and Engineer's Cost Estimate)		17	19	5	7	34	70	100	160	0	412	\$ 85,834.70
5.1	Prepare 75% Plans and Engineer's Estimate		15	15		7	30	60	80	160		367	\$ 75,057.91
5.2	Prepare Stormwater Treatment C3 Compliance Memo		2	4	5		4	10	20			45	\$ 10,776.79
Task 6	Detailed Design (95% PS&E)		15	14	4	15	10	30	60	80	0	228	\$ 49,586.51
6.1	Prepare 95% PS&E		15	14	4	15	10	30	60	80		228	\$ 49,586.51
Task 7	Draft Final PS&E (100% PS&E)		14	18	6	10	14	23	34	60	0	179	\$ 41,260.24
7.1	Prepare Draft Final (100% PS&E)		6	10	4	8	10	15	24	40		117	\$ 26,363.15
7.2	Prepare Final Bid Documents		8	8	2	2	4	8	10	20		62	\$ 14,897.09
Task 8	Construction Support Services		20	0	0	0	0	20	0	0	0	40	\$ 11,247.74
8.1	Bid Support		10					10				20	\$ 5,623.87
8.2	Construction Support		10					10				20	\$ 5,623.87
	TOTAL HOURS		133	67	15	32	87	246	294	410	22	1306	
	Subtotal Labor:		\$45,153.45	\$24,926.95	\$4,906.13	\$9,302.90	\$22,270.79	\$54,830.28	\$54,704.86	\$67,678.82	\$2,914.85		\$ 286,689.03
	Other Direct Costs												\$ 55,922.10
	Travel/Mileage												\$ 300.00
	Postcard Mailers												\$ 5,000.00
	Outside Printing/Courier Services for Hard-Copy Plans												\$ 1,100.00
	LCC Engineering & Surveying, Inc.												\$ 35,522.10
	Potholing												\$ 14,000.00
	TOTAL COST:												\$ 342,611.12

EXHIBIT A

CITY OF DALY CITY
CHECK REGISTERS
FOR THE MONTH OF JUNE 2025

6/11/2025

CHASE CREDIT CARD - N/A – Electronic Payment

6/16/2025

CHECKS ISSUED - #422747 TO #423167
CANCELLED CHECK - NONE
VOID CHECK - NONE

6/25/2025

CHECKS ISSUED - #423168 TO #423449
CANCELLED CHECK - NONE
VOID CHECK - NONE

AUDITED TEN FINANCE DIRECTOR

APPROVED _____ CITY MANAGER

APPROVED _____ MAYOR

APPROVED _____ VICE MAYOR

ACCOUNTS PAYABLE CHECK RUN SUMMARY
FISCAL YEAR 2024-2025

	MONTH	TOTAL
2024	July	\$ 15,243,169.85
	August	9,348,130.76
	September	9,127,032.20
	October	9,045,990.54
	November	8,608,464.82
	December	9,211,331.69
2025	January	9,871,516.86
	February	8,348,832.64
	March	8,592,552.98
	April	8,759,514.66
	May	9,485,884.63
	June	12,458,535.49
	TOTAL	\$ 118,100,957.12

JUN 2025 BREAK DOWN OF EXPENSES BY FUND

Fund	Total for Month	Total for Year	% of Total
General Fund	\$ 4,364,762.77	\$ 44,641,403.69	38.8%
Gas Tax Fund	1,968,865.18	5,100,907.68	4.4%
Utility/Enterprise Funds	6,124,907.54	65,385,994.89	56.8%
Total:	\$ 12,458,535.49	\$ 115,128,306.26	100.0%

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To	Note
CB CHK 00061125	49024	JP MORGAN CHASE BANK N	06/11/25	80,822.96	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	80,822.96	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 80,822.96

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00422747	46218R	24/7 ROOTER & PLUMBING SERV	06/16/25	2,000.00	MM	IS		
AP CHK 00422748	56621	ACC BUSINESS	06/16/25	3,480.57	MM	IS		
AP CHK 00422749	42376R	ACE PLUMBING AND ROOTER INC	06/16/25	2,000.00	MM	IS		
AP CHK 00422750	15222	ACTION SPORTS	06/16/25	1,719.54	MM	IS		
AP CHK 00422751	53561	ACTION TOWING	06/16/25	1,994.25	MM	IS		
AP CHK 00422752	5034	ADAMSON POLICE PRODUCTS	06/16/25	989.96	MM	IS		
AP CHK 00422753	53351	ADOBE ANIMAL HOSPITAL	06/16/25	862.54	MM	IS		
AP CHK 00422754	58679	ADVANCED FIRE CONTROL CONTA	06/16/25	191,253.58	MM	IS		
AP CHK 00422755	56623	ADVANCED INTEGRATED PEST MA	06/16/25	585.00	MM	IS		
AP CHK 00422756	15226	AFSCME DISTRICT COUNCIL 57	06/16/25	5,425.78	MM	IS		
AP CHK 00422757	29880	AIRGAS USA LLC	06/16/25	74.21	MM	IS		
AP CHK 00422758	1465	ALBERTSONS SAFEWAY	06/16/25	3,891.35	MM	IS		
AP CHK 00422759	14004	ALERT PEST CONTROL COMPANY	06/16/25	4,794.00	MM	IS		
AP CHK 00422760	22544	ALLSTAR FIRE EQUIPMENT INC	06/16/25	59,014.41	MM	IS		
AP CHK 00422761	52138R	ALVAREZ, ERNESTO	06/16/25	149.00	MM	IS		
AP CHK 00422762	56231	AMAZON CAPITAL SERVICES INC	06/16/25	7,041.90	MM	IS		
AP CHK 00422763	36647R	AMERICAN HOME RENEWAL INC	06/16/25	400.12	MM	IS		
AP CHK 00422764	38846	AMERICAN MESSAGING	06/16/25	32.88	MM	IS		
AP CHK 00422765	14988	AMERICAN TOWER CORPORATION	06/16/25	9,800.74	MM	IS		
AP CHK 00422766	59261R	ANTONIO, COLLEEN	06/16/25	150.00	MM	IS		
AP CHK 00422767	58670R	APPLIED GENERAL CONSTRUCTIO	06/16/25	616.00	MM	IS		
AP CHK 00422768	55841	AQUA-METRIC SALES CO	06/16/25	11,055.57	MM	IS		
AP CHK 00422769	53563	ARANDA, MILLIE	06/16/25	200.00	MM	IS		
AP CHK 00422770	5495	ASSOCIATION OF PUBLIC TREAS	06/16/25	599.00	MM	IS		
AP CHK 00422771	1101	AT&T	06/16/25	244.62	MM	IS		
AP CHK 00422772	32577	AT&T	06/16/25	1,053.09	MM	IS		
AP CHK 00422773	32577	AT&T	06/16/25	452.82	MM	IS		
AP CHK 00422774	45195	AT&T	06/16/25	195.00	MM	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Strat	Rel	To Note
AP CHK 00422775	45195	AT&T	06/16/25	145.00	MW	IS		
AP CHK 00422776	6413	AT&T MOBILITY	06/16/25	218.15	MW	IS		
AP CHK 00422777	6413	AT&T MOBILITY	06/16/25	142.29	MW	IS		
AP CHK 00422778	6413	AT&T MOBILITY	06/16/25	311.26	MW	IS		
AP CHK 00422779	6413	AT&T MOBILITY	06/16/25	112.08	MW	IS		
AP CHK 00422780	6413	AT&T MOBILITY	06/16/25	898.40	MW	IS		
AP CHK 00422781	29643	AUTO COLLISION CENTER	06/16/25	1,080.47	MW	IS		
AP CHK 00422782	53260	AXON ENTERPRISE INC	06/16/25	35,036.85	MW	IS		
AP CHK 00422783	58496R	BARBA, RONALDO	06/16/25	100.00	MW	IS		
AP CHK 00422784	57170	BARBADILLO PAISO, LIANE	06/16/25	400.00	MW	IS		
AP CHK 00422785	2495	BARKERBLUE INC	06/16/25	2,333.26	MW	IS		
AP CHK 00422786	32802R	BATARA, WALTER	06/16/25	400.00	MW	IS		
AP CHK 00422787	50602	BAY AREA CAR CARE PRODUCTS	06/16/25	979.32	MW	IS		
AP CHK 00422788	1562	BAY AREA WATER SUPPLY & CON	06/16/25	7,960.00	MW	IS		
AP CHK 00422789	8796	BAY CITY BOILER	06/16/25	5,929.83	MW	IS		
AP CHK 00422790	54911	BAYSIDE COLLISION CENTER	06/16/25	13,722.41	MW	IS		
AP CHK 00422791	51571R	BETTER HOME DEVELOPMENT INC	06/16/25	4,902.00	MW	IS		
AP CHK 00422792	19200	BIRITE FOODSERVICE DISTRIBU	06/16/25	5,724.31	MW	IS		
AP CHK 00422793	58646	BLAISDELL'S BUSINESS PRODUCE	06/16/25	1,377.51	MW	IS		
AP CHK 00422794	50803	BLUETRITON BRANDS INC	06/16/25	190.81	MW	IS		
AP CHK 00422795	58348	BMW MOTORCYCLES OF SAN FRAN	06/16/25	1,299.06	MW	IS		
AP CHK 00422796	57322R	BOLDURESCU TR, VEACESLAV &	06/16/25	4,902.00	MW	IS		
AP CHK 00422797	55850	BRADY AIR SERVICE INC	06/16/25	10,700.00	MW	IS		
AP CHK 00422798	56503MED	BRENTWOOD FAMILY PET CARE	06/16/25	749.00	MW	IS		
AP CHK 00422799	3349	BROADMOOR LANDSCAPE SUPPLY	06/16/25	285.90	MW	IS		
AP CHK 00422800	54853	BRYCE CONSULTING INC	06/16/25	12,255.00	MW	IS		
AP CHK 00422801	50538R	BRYSON ROOFING INC	06/16/25	202.00	MW	IS		
AP CHK 00422802	40366	BSN SPORTS LLC	06/16/25	83.30	MW	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00422803	48259	BMWVT MOTORS INC	06/16/25	12,102.56	MM	IS		
AP CHK 00422804	58092	C W S CONSTRUCTION GROUP IN	06/16/25	4,483.52	MM	IS		
AP CHK 00422805	17997	C.L.E.A.	06/16/25	2,720.00	MM	IS		
AP CHK 00422806	33645R	CAL STATE ROOFING COMPANY I	06/16/25	202.00	MM	IS		
AP CHK 00422807	36927	CALCON SYSTEMS INC	06/16/25	70,335.82	MM	IS		
AP CHK 00422808	3073	CALIFORNIA MUNICIPAL CLERKS	06/16/25	500.00	MM	IS		
AP CHK 00422809	1196	CALIFORNIA WATER SERVICE CO	06/16/25	275.75	MM	IS		
AP CHK 00422810	1196	CALIFORNIA WATER SERVICE CO	06/16/25	424.30	MM	IS		
AP CHK 00422811	59280R	CAMPAGNA, MIKE	06/16/25	202.00	MM	IS		
AP CHK 00422812	17888	CARL WARREN & COMPANY INC	06/16/25	1,073.60	MM	IS		
AP CHK 00422813	48350	CARTOON ART MUSEUM	06/16/25	80.00	MM	IS		
AP CHK 00422814	58360R	CATTANEO, MICHAEL	06/16/25	279.92	MM	IS		
AP CHK 00422815	59292R	CCI CONSTRUCTION INC	06/16/25	772.00	MM	IS		
AP CHK 00422816	28636	CDW GOVERNMENT INC	06/16/25	5,437.00	MM	IS		
AP CHK 00422817	48009	CENGAGE LEARNING INC / GALE	06/16/25	147.45	MM	IS		
AP CHK 00422818	24769	CENTER POINT LARGE PRINT	06/16/25	48.00	MM	IS		
AP CHK 00422819	54918R	CFY CONSTRUCTION INC	06/16/25	404.00	MM	IS		
AP CHK 00422820	59254R	CHAN, CHARLES	06/16/25	240.00	MM	IS		
AP CHK 00422821	59264R	CHAN, PETER	06/16/25	500.00	MM	IS		
AP CHK 00422822	59297R	CHENG, JAKE	06/16/25	2,360.91	MM	IS		
AP CHK 00422823	51204	CINTAS CORPORATION	06/16/25	7,086.43	MM	IS		
AP CHK 00422824	3678	CINTAS CORPORATION #464	06/16/25	4,031.04	MM	IS		
AP CHK 00422825	59294R	CIRKS CONSTRUCTION INC	06/16/25	4,402.00	MM	IS		
AP CHK 00422826	35395	CITY AUTO SUPPLY	06/16/25	3,971.63	MM	IS		
AP CHK 00422827	13126	CITY OF BRISBANE	06/16/25	14,592.40	MM	IS		
AP CHK 00422828	13126	CITY OF BRISBANE	06/16/25	21,166.00	MM	IS		
AP CHK 00422829	25602	CITY OF DALY CITY	06/16/25	4,195.57	MM	IS		
AP CHK 00422830	28211	CITY OF PACIFICA	06/16/25	8,730.41	MM	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00422831	40147	CITY TOYOTA	06/16/25	72,210.95	MW	IS	
AP CHK 00422832	57423R	CKG BUILDING CONSTRUCTION	06/16/25	1,010.00	MW	IS	
AP CHK 00422833	56237	CLAREMONT BEHAVIORAL SERVIC	06/16/25	1,384.50	MW	IS	
AP CHK 00422834	59236	CLEAN WORLD GREASE TRAP SER	06/16/25	1,750.00	MW	IS	
AP CHK 00422835	21784	COLE FARMER INSTRUMENT CO	06/16/25	2,557.13	MW	IS	
AP CHK 00422836	52452	COLLECTION BUREAU OF AMERIC	06/16/25	218.00	MW	IS	
AP CHK 00422837	47244	COMCAST	06/16/25	89.49	MW	IS	
AP CHK 00422838	48517	COMCAST	06/16/25	178.27	MW	IS	
AP CHK 00422839	48517	COMCAST	06/16/25	183.05	MW	IS	
AP CHK 00422840	51804	COMCAST	06/16/25	455.58	MW	IS	
AP CHK 00422841	56468	COMCAST	06/16/25	248.04	MW	IS	
AP CHK 00422842	56819	COMCAST	06/16/25	242.51	MW	IS	
AP CHK 00422843	57411	COMCAST	06/16/25	478.49	MW	IS	
AP CHK 00422844	58194	COMCAST	06/16/25	223.04	MW	IS	
AP CHK 00422845	58876	COMCAST	06/16/25	171.55	MW	IS	
AP CHK 00422846	40776R	COMMUNITY RECONSTRUCTION SO	06/16/25	777.36	MW	IS	
AP CHK 00422847	12578	COMPLETE LINEN SERVICES INC	06/16/25	294.74	MW	IS	
AP CHK 00422848	23109	CONSOLIDATED PARTS INC	06/16/25	19,853.89	MW	IS	
AP CHK 00422849	2930	CONTRACTORS ELECTRICAL DIST	06/16/25	129.18	MW	IS	
AP CHK 00422850	56253	CORE & MAIN LP	06/16/25	5,464.70	MW	IS	
AP CHK 00422851	30109	CORELOGIC SOLUTIONS LLC	06/16/25	203.96	MW	IS	
AP CHK 00422852	27948	COTTON SHIRES AND ASSOCIATE	06/16/25	3,325.00	MW	IS	
AP CHK 00422853	14930	COUNTY OF SAN MATEO	06/16/25	82.25	MW	IS	
AP CHK 00422854	14930	COUNTY OF SAN MATEO	06/16/25	164.51	MW	IS	
AP CHK 00422855	43157JPA	COUNTY OF SAN MATEO	06/16/25	2,275.37	MW	IS	
AP CHK 00422856	42324	CRIME SCENE CLEANERS INC	06/16/25	130.00	MW	IS	
AP CHK 00422857	56617R	CRUZ, AURA JOMELIE	06/16/25	721.54	MW	IS	
AP CHK 00422858	48323	CRYSTAL CREAMERY	06/16/25	1,520.11	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00422859	49218R	CSAA INSURANCE EXCHANGE	06/16/25	4,819.23	MM	IS		
AP CHK 00422860	28906	CSG CONSULTANTS INC	06/16/25	5,085.00	MM	IS		
AP CHK 00422861	59278R	CULSHAW, GARY	06/16/25	570.47	MM	IS		
AP CHK 00422862	19907	CWEA-TCP	06/16/25	106.00	MM	IS		
AP CHK 00422863	1836	DAILY JOURNAL CORPORATION	06/16/25	988.50	MM	IS		
AP CHK 00422864	1937	DAILY CITY FIREFIGHTERS UNIO	06/16/25	9,368.80	MM	IS		
AP CHK 00422865	30935	DAILY CITY POLICE OFFICERS B	06/16/25	1,008.25	MM	IS		
AP CHK 00422866	9290	DAILY CITY POLICE OFFICERS A	06/16/25	415.00	MM	IS		
AP CHK 00422867	9290	DAILY CITY POLICE OFFICERS A	06/16/25	8,300.00	MM	IS		
AP CHK 00422868	36807	DAILY CITY TEST ONLY	06/16/25	80.00	MM	IS		
AP CHK 00422869	48981	DC FROST ASSOCIATES INC	06/16/25	13,265.93	MM	IS		
AP CHK 00422870	1299	DEPARTMENT OF JUSTICE	06/16/25	243.00	MM	IS		
AP CHK 00422871	42371	DIAL GLASS AND WINDOW COMPA	06/16/25	350.00	MM	IS		
AP CHK 00422872	26138R	DISCOUNT PLUMBING & HEATING	06/16/25	6,000.00	MM	IS		
AP CHK 00422873	59262R	DIZON, MIKKA	06/16/25	400.00	MM	IS		
AP CHK 00422874	21680	DKS ASSOCIATES INC	06/16/25	4,092.50	MM	IS		
AP CHK 00422875	30629LAW	DOWNNEY BRAND ATTORNEYS LLP	06/16/25	6,174.00	MM	IS		
AP CHK 00422876	40801R	DUMANDAN, WILGRACE	06/16/25	721.54	MM	IS		
AP CHK 00422877	1061	DUNN EDWARDS CORPORATION	06/16/25	909.52	MM	IS		
AP CHK 00422878	48177	EAST BAY TIRE CO	06/16/25	3,570.57	MM	IS		
AP CHK 00422879	53583	ECOHERO SHOW LLC, THE	06/16/25	320.00	MM	IS		
AP CHK 00422880	57650R	EDGE ROOFING	06/16/25	202.00	MM	IS		
AP CHK 00422881	54143	EKI ENVIRONMENT & WATER	06/16/25	27,103.44	MM	IS		
AP CHK 00422882	59265R	ELITE HARDSCAPES & CONSTRU	06/16/25	500.00	MM	IS		
AP CHK 00422883	56297	EME ENTERPRISE INC	06/16/25	373.49	MM	IS		
AP CHK 00422884	4339	EMPLOYMENT DEVELOPMENT DEPA	06/16/25	15,014.98	MM	IS		
AP CHK 00422885	56611	ENTARA CORPORATION	06/16/25	250.00	MM	IS		
AP CHK 00422886	15253	ENVIRONMENTAL SCIENCE ASSOC	06/16/25	288,926.75	MM	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00422887	57864	ENVIRONMENTAL.COM LLC	06/16/25	134.37	MW	IS	
AP CHK 00422888	59291R	ERICKSON, MICHAEL	06/16/25	3,791.35	MW	IS	
AP CHK 00422889	56435	ESO SOLUTIONS INC	06/16/25	667.58	MW	IS	
AP CHK 00422890	26327	EWING IRRIGATION PRODUCTS I	06/16/25	1,110.77	MW	IS	
AP CHK 00422891	55996R	EXTERIOR HOME IMPROVEMENT B	06/16/25	202.00	MW	IS	
AP CHK 00422892	36077	FASTENAL COMPANY	06/16/25	2,649.36	MW	IS	
AP CHK 00422893	17884	FEDEX	06/16/25	61.89	MW	IS	
AP CHK 00422894	10971	FEDEX OFFICE	06/16/25	1,685.73	MW	IS	
AP CHK 00422895	42056	FERGUSON ENTERPRISES INC #6	06/16/25	167.91	MW	IS	
AP CHK 00422896	55070R	FERNANDEZ, RYAN	06/16/25	449.98	MW	IS	
AP CHK 00422897	59271	FERNANDO RIVERA PTSA	06/16/25	700.00	MW	IS	
AP CHK 00422898	19787	FIRST CHOICE COFFEE SERVICE	06/16/25	278.19	MW	IS	
AP CHK 00422899	57284R	FITO PLUMBERS INC	06/16/25	2,000.00	MW	IS	
AP CHK 00422900	14391	FLOWERS ELECTRIC AND SERVIC	06/16/25	11,000.00	MW	IS	
AP CHK 00422901	GIROMEYN	FRANCHISE TAX BOARD	06/16/25	78.80	MW	IS	
AP CHK 00422902	53703	GATES & ASSOCIATES	06/16/25	234.75	MW	IS	
AP CHK 00422903	56170	GAVIN'S PAINTING	06/16/25	9,281.89	MW	IS	
AP CHK 00422904	37934R	GRACIA, NICK	06/16/25	2,043.65	MW	IS	
AP CHK 00422905	45109	GRAFIX SHOPPE	06/16/25	1,535.18	MW	IS	
AP CHK 00422906	1754	GRAINGER INC	06/16/25	1,908.67	MW	IS	
AP CHK 00422907	36985	GRAND INDUSTRIES INC	06/16/25	131,800.00	MW	IS	
AP CHK 00422908	56292	GRANICUS LLC	06/16/25	10,930.47	MW	IS	
AP CHK 00422909	1571	GRANITEROCK	06/16/25	3,578.46	MW	IS	
AP CHK 00422910	57660	GREEN HALO SYSTEMS INC	06/16/25	402.00	MW	IS	
AP CHK 00422911	30894	GRM	06/16/25	18.70	MW	IS	
AP CHK 00422912	59263R	GUILLERMO, JEANNE	06/16/25	300.00	MW	IS	
AP CHK 00422913	59255	GUMSHOE GROUP, THE	06/16/25	10,400.00	MW	IS	
AP CHK 00422914	59279R	HAAR, DANIEL	06/16/25	202.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00422915	2223	HACH COMPANY	06/16/25	2,631.53	MW	IS	
AP CHK 00422916	1980	HARRISON & BONINI INC	06/16/25	396.48	MW	IS	
AP CHK 00422917	55667	HAZEN AND SAWYER	06/16/25	29,657.45	MW	IS	
AP CHK 00422918	58463	HD SUPPLY INC	06/16/25	3,057.52	MW	IS	
AP CHK 00422919	57688	HDL SOFTWARE LLC	06/16/25	1,757.92	MW	IS	
AP CHK 00422920	59299R	HE, RAYMOND	06/16/25	2,142.29	MW	IS	
AP CHK 00422921	36841	HEART OF SAN MATEO COUNTY	06/16/25	32,642.00	MW	IS	
AP CHK 00422922	23318	HERC RENTALS INC	06/16/25	2,688.89	MW	IS	
AP CHK 00422923	58275	HERITAGE LANDSCAPE SUPPLY G	06/16/25	77.67	MW	IS	
AP CHK 00422924	17021	HF&H CONSULTANTS LLC	06/16/25	9,332.81	MW	IS	
AP CHK 00422925	59130R	HIGGINS, JEFF	06/16/25	858.00	MW	IS	
AP CHK 00422926	32874R	HIGHLAND CONSTRUCTION CO	06/16/25	202.00	MW	IS	
AP CHK 00422927	15857	HOME DEPOT CREDIT SERVICES	06/16/25	14,106.67	MW	IS	
AP CHK 00422928	56109	HONEY BUCKET	06/16/25	687.47	MW	IS	
AP CHK 00422929	59290R	HUANG, LIYI	06/16/25	1,552.00	MW	IS	
AP CHK 00422930	57444REN	HUB COMMUNITY CORPORATION,	06/16/25	95.61	MW	IS	
AP CHK 00422931	41818	HUNTINGTON COURT REPORTERS	06/16/25	814.60	MW	IS	
AP CHK 00422932	21270	IMSA CERTIFICATION	06/16/25	35,960.00	MW	IS	
AP CHK 00422933	48933	INFOSEND INC	06/16/25	8,798.40	MW	IS	
AP CHK 00422934	59273	INGRAM LIBRARY SERVICES LLC	06/16/25	1,418.26	MW	IS	
AP CHK 00422935	59241	INTERMOUNTAIN INFRASTRUCTUR	06/16/25	172,883.91	MW	IS	
AP CHK 00422936	2411	INTERSTATE TRAFFIC CONTROL	06/16/25	1,443.75	MW	IS	
AP CHK 00422937	56564	INVOICE CLOUD INC	06/16/25	100.00	MW	IS	
AP CHK 00422938	1072	IRVINE & JACHENS INC	06/16/25	313.14	MW	IS	
AP CHK 00422939	38914	J P COOKE COMPANY	06/16/25	52.95	MW	IS	
AP CHK 00422940	1067	J SNELL & COMPANY INC	06/16/25	165.00	MW	IS	
AP CHK 00422941	27808	JAMES FORD INC	06/16/25	240.00	MW	IS	
AP CHK 00422942	59267R	JAMIESON, LAURA	06/16/25	2,183.31	MW	IS	

City of Daly City 06/13/25 [BANK RECON REGISTER] BK REGISTER Page 8
FRI, JUN 13, 2025, 3:54 PM --req: HFE-----leg: GL JL--loc: ONSITE---job:1330519 J818-----prog: BK200 <1.54>--report id: CKREG---

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To	Note
AP CHK 00422943	58314R	JAYME, JUSTIN	06/16/25	296.16	MW	IS			
AP CHK 00422944	57096	JONES, CLETTUS	06/16/25	3,360.00	MW	IS			
AP CHK 00422945	59268R	KAGLE, RYAN	06/16/25	109.00	MW	IS			
AP CHK 00422946	56058R	KAISER FOUNDATION HOSPITAL	06/16/25	124.39	MW	IS			
AP CHK 00422947	21383R	KALAVERAS, MARJORIE	06/16/25	769.50	MW	IS			
AP CHK 00422948	59302JPA	KAMPS PROPANE	06/16/25	45.00	MW	IS			
AP CHK 00422949	55962	KANOPY INC	06/16/25	9,000.00	MW	IS			
AP CHK 00422950	59298R	KE LOU INC	06/16/25	202.00	MW	IS			
AP CHK 00422951	56294	KELLY SPICERS FACILITIES SO	06/16/25	4,510.91	MW	IS			
AP CHK 00422952	53295R	KHO, ANNA	06/16/25	1,722.65	MW	IS			
AP CHK 00422953	51402R	KLATT, JOHN	06/16/25	475.47	MW	IS			
AP CHK 00422954	36720	KONECRANES INC	06/16/25	2,292.00	MW	IS			
AP CHK 00422955	31870R	KRAUSS, GREGORY	06/16/25	146.71	MW	IS			
AP CHK 00422956	1108	L N CURTIS AND SONS	06/16/25	1,702.92	MW	IS			
AP CHK 00422957	47596R	LANDMARK CONSTRUCTION	06/16/25	404.00	MW	IS			
AP CHK 00422958	13776	LANGUAGE LINE SERVICES	06/16/25	2,758.73	MW	IS			
AP CHK 00422959	59237	LAUTZENHISER'S STATIONERY L	06/16/25	2,574.00	MW	IS			
AP CHK 00422960	58949	LAZ KARP ASSOCIATES LLC	06/16/25	5,977.00	MW	IS			
AP CHK 00422961	8614	LC ACTION POLICE SUPPLY LTD	06/16/25	62,366.67	MW	IS			
AP CHK 00422962	33497	LEGACY MECHANICAL & ENERGY	06/16/25	10,547.42	MW	IS			
AP CHK 00422963	29200	LEGAL SHIELD	06/16/25	535.35	MW	IS			
AP CHK 00422964	45083	LEHR	06/16/25	950.00	MW	IS			
AP CHK 00422965	59162	LEWIS M MERLO INC	06/16/25	65,000.00	MW	IS			
AP CHK 00422966	37094	LEXISNEXIS RISK DATA MANAGE	06/16/25	510.00	MW	IS			
AP CHK 00422967	12906LAW	LIEBERT CASSIDY WHITMORE	06/16/25	7,800.00	MW	IS			
AP CHK 00422968	56842R	LIFETIME ROOFING AND RENOV	06/16/25	202.00	MW	IS			
AP CHK 00422969	16440	LINDE GAS & EQUIPMENT INC	06/16/25	145.03	MW	IS			
AP CHK 00422970	14431	LINDE INC	06/16/25	4,400.19	MW	IS			

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00422971	59270R	LOPEZ, NATALIE	06/16/25	47.00	MM	IS		
AP CHK 00422972	29332	LORAL LANDSCAPING	06/16/25	25,543.00	MM	IS		
AP CHK 00422973	49874	LOU'S GLOVES INC	06/16/25	396.00	MM	IS		
AP CHK 00422974	58287	LUBE SQUAD OF SFO LLC	06/16/25	1,942.43	MM	IS		
AP CHK 00422975	59287R	LUCAS, JERMORIO	06/16/25	4,380.00	MM	IS		
AP CHK 00422976	59293R	MA, KITTY	06/16/25	1,580.50	MM	IS		
AP CHK 00422977	58612	MACQUARIE EQUIPMENT CAPITAL	06/16/25	439.50	MM	IS		
AP CHK 00422978	19332	MAGTORA BROS DRILLING INC	06/16/25	134,757.50	MM	IS		
AP CHK 00422979	59260R	MAGLIO, RODNEY	06/16/25	15.00	MM	IS		
AP CHK 00422980	21044	MAKE ME A PRO SPORTS	06/16/25	4,480.00	MM	IS		
AP CHK 00422981	58541R	MANIO, MAYBELLE	06/16/25	638.28	MM	IS		
AP CHK 00422982	59204	MANLANGIT, SHAINA RENEE	06/16/25	1,602.07	MM	IS		
AP CHK 00422983	52886	MARISCOS ESTILO MAZATLAN	06/16/25	1,600.00	MM	IS		
AP CHK 00422984	32673	MAUGA HEAD, REX R	06/16/25	390.00	MM	IS		
AP CHK 00422985	15393	MCMASTER-CARR	06/16/25	476.39	MM	IS		
AP CHK 00422986	23949	METRO MOBILE COMMUNICATIONS	06/16/25	1,800.00	MM	IS		
AP CHK 00422987	37348	METROPOLITAN ELECTRICAL CON	06/16/25	8,731.00	MM	IS		
AP CHK 00422988	59275R	MICULOB, CHRISTIAN	06/16/25	630.00	MM	IS		
AP CHK 00422989	22863	MIDWEST TAPE INC	06/16/25	1,217.10	MM	IS		
AP CHK 00422990	40379R	MIKE PH CONSTRUCTION CO	06/16/25	202.00	MM	IS		
AP CHK 00422991	38922	MISSIONSQUARE - 801447	06/16/25	3,150.00	MM	IS		
AP CHK 00422992	54357	MOBILE BEACON	06/16/25	360.00	MM	IS		
AP CHK 00422993	59289	MODLITE SYSTEMS	06/16/25	5,876.34	MM	IS		
AP CHK 00422994	16115	MOTION INDUSTRIES INC	06/16/25	151.39	MM	IS		
AP CHK 00422995	15210	MUNICIPAL MAINTENANCE EQUIP	06/16/25	416.00	MM	IS		
AP CHK 00422996	52901	MUNIQUEIP LLC	06/16/25	2,627.10	MM	IS		
AP CHK 00422997	52837R	NAKAMURA, STAN	06/16/25	202.00	MM	IS		
AP CHK 00422998	58341	NAPA AUTO PARTS - DALY CITY	06/16/25	33.09	MM	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00422999	59269R	NARVAEZ, FEDERICO	06/16/25	519.73	MW	IS	
AP CHK 00423000	34477	NCL OF WISCONSIN INC	06/16/25	3,254.92	MW	IS	
AP CHK 00423001	49974	NGLIC	06/16/25	2,326.91	MW	IS	
AP CHK 00423002	59288R	NICELY, HELEN	06/16/25	467.84	MW	IS	
AP CHK 00423003	58316	NINYO & MOORE GEOTECHNICAL	06/16/25	1,950.00	MW	IS	
AP CHK 00423004	56545	NOR CAL SIGNAL SUPPLY LLC	06/16/25	173.34	MW	IS	
AP CHK 00423005	58288	NOREGON SYSTEMS LLC	06/16/25	3,599.00	MW	IS	
AP CHK 00423006	47093	O'REILLY AUTOMOTIVE INC	06/16/25	29.83	MW	IS	
AP CHK 00423007	57251MED	OCCUPATIONAL HEALTH CENTERS	06/16/25	843.00	MW	IS	
AP CHK 00423008	54672	OCEAN TREASURES SERVICING I	06/16/25	321.73	MW	IS	
AP CHK 00423009	56820	ODP BUSINESS SOLUTIONS LLC	06/16/25	1,223.65	MW	IS	
AP CHK 00423010	56822	ODP BUSINESS SOLUTIONS LLC	06/16/25	2,976.21	MW	IS	
AP CHK 00423011	58824	OKADA, KEITH	06/16/25	300.00	MW	IS	
AP CHK 00423012	56335	OPERATIONAL TECHNICAL SERVI	06/16/25	40,056.56	MW	IS	
AP CHK 00423013	3685	OTIS ELEVATOR COMPANY	06/16/25	250.00	MW	IS	
AP CHK 00423014	39107	PACIFIC ECORISK	06/16/25	4,377.24	MW	IS	
AP CHK 00423015	32927	PACIFIC FIRE SAFE FIRE EXTI	06/16/25	1,086.50	MW	IS	
AP CHK 00423016	1216	PACIFIC GAS & ELECTRIC	06/16/25	75,423.03	MW	IS	
AP CHK 00423017	58611	PACIFIC OFFICE AUTOMATION I	06/16/25	29.43	MW	IS	
AP CHK 00423018	29252	PACIFIC PRODUCE INC	06/16/25	4,735.00	MW	IS	
AP CHK 00423019	19627	PARKSON CORPORATION	06/16/25	6,603.17	MW	IS	
AP CHK 00423020	56663	PARTS AUTHORITY LLC	06/16/25	2,366.83	MW	IS	
AP CHK 00423021	3297	PENINSULA LIBRARY SYSTEM	06/16/25	9,797.57	MW	IS	
AP CHK 00423022	27473	PENWORTHY COMPANY, THE	06/16/25	396.58	MW	IS	
AP CHK 00423023	19678	PERS LONG TERM CARE PROGRAM	06/16/25	191.82	MW	IS	
AP CHK 00423024	54331	PIIAN SYSTEMS LLC	06/16/25	14,778.06	MW	IS	
AP CHK 00423025	57003	PLANTE & MORAN PLLC	06/16/25	91,425.00	MW	IS	
AP CHK 00423026	36106	POLYDYNE INC	06/16/25	45,773.80	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00423027	49791R	POTI, ISAAKO	06/16/25	195.00	MM	IS		
AP CHK 00423028	56225	PRADO 9-1-1 INVESTIGATIVE S	06/16/25	2,094.80	MM	IS		
AP CHK 00423029	39099R	PRESTON, CLYDE	06/16/25	383.00	MM	IS		
AP CHK 00423030	53664	PROPRINT	06/16/25	183.49	MM	IS		
AP CHK 00423031	39302	PULLTARPS MANUFACTURING	06/16/25	7,150.59	MM	IS		
AP CHK 00423032	1143	PUMP REPAIR SERVICE	06/16/25	34,706.85	MM	IS		
AP CHK 00423033	51526	PURETEC INDUSTRIAL WATER	06/16/25	56.88	MM	IS		
AP CHK 00423034	54044	QUADIENT LEASING USA INC	06/16/25	1,938.77	MM	IS		
AP CHK 00423035	27398	R & S ERECTION NORTH PENINS	06/16/25	446.50	MM	IS		
AP CHK 00423036	14449	R & S ERECTION OF SAN MATEO	06/16/25	273.90	MM	IS		
AP CHK 00423037	59286R	R&R ROOFING	06/16/25	202.00	MM	IS		
AP CHK 00423038	53564	RAHITI	06/16/25	150.00	MM	IS		
AP CHK 00423039	48668UJPA	RAVANTECH CORPORATION	06/16/25	31,980.07	MM	IS		
AP CHK 00423040	30925	REBUILDING TOGETHER	06/16/25	1,308.66	MM	IS		
AP CHK 00423041	1687	RED WING SHOES	06/16/25	698.37	MM	IS		
AP CHK 00423042	53208R	RENEWAL BY ANDERSEN	06/16/25	3,494.06	MM	IS		
AP CHK 00423043	1200	REPUBLIC SERVICES OF NORTH	06/16/25	1,998,959.85	MM	IS		
AP CHK 00423044	52977R	RM REMODELING INC	06/16/25	3,082.00	MM	IS		
AP CHK 00423045	53532	ROBERT HALF	06/16/25	3,307.50	MM	IS		
AP CHK 00423046	59266R	RODRIGUEZ, ANA	06/16/25	92.26	MM	IS		
AP CHK 00423047	58641REN	ROMEL 400 LLC	06/16/25	335.00	MM	IS		
AP CHK 00423048	13761	ROSS RECREATION EQUIPMENT I	06/16/25	461.67	MM	IS		
AP CHK 00423049	47776R	RPC ROOFING COMPANY	06/16/25	202.00	MM	IS		
AP CHK 00423050	52843R	S F UNDERGROUND	06/16/25	2,000.00	MM	IS		
AP CHK 00423051	1087	SAFETY KLEEN SYSTEMS INC	06/16/25	7,055.66	MM	IS		
AP CHK 00423052	47480	SALLY SWANSON ARCHITECTS IN	06/16/25	9,638.25	MM	IS		
AP CHK 00423053	59282R	SAMCO CONSTRUCTION INC	06/16/25	2,902.00	MM	IS		
AP CHK 00423054	57955	SANSARA INC	06/16/25	3,535.98	MM	IS		

City of Daly City	06/13/25	[BANK RECON REGISTER]	BK REGISTER	Page 12
FRI, JUN 13, 2025,	3:54 PM	req: HFE-----leg: GL JL--loc: ONSITE---job:1330519 J818-----prog: BK200 <1.54>--report id: CKREG---		
Document	Payee ID	Payee Name	Date	Amount Type Stat Rel To Note
AP CHK 00423055	51614	SAN MATEO CART SERVICE	06/16/25	1,500.00 MW IS
AP CHK 00423056	12544	SAN MATEO COUNTY CONTROLLER	06/16/25	64,405.00 MW IS
AP CHK 00423057	1643	SAN MATEO COUNTY ENVIRONMENT	06/16/25	6,793.00 MW IS
AP CHK 00423058	56664	SAN MATEO COUNTY FIREFIGHTER	06/16/25	10,725.00 MW IS
AP CHK 00423059	27349	SAN MATEO COUNTY PARKS & RE	06/16/25	1,080.00 MW IS
AP CHK 00423060	18047	SAN MATEO COUNTY PUBLIC	06/16/25	384,150.45 MW IS
AP CHK 00423061	35246	SAN MATEO COUNTY SHERIFFS O	06/16/25	16,367.10 MW IS
AP CHK 00423062	GIMARTINEZ	SAN MATEO COUNTY SHERIFF	06/16/25	112.50 MW IS
AP CHK 00423063	1790	SAN MATEO COUNTY TRANSIT DI	06/16/25	26,724.78 MW IS
AP CHK 00423064	9666	SAN MATEO LAWN MOWER SHOP	06/16/25	1,121.07 MW IS
AP CHK 00423065	57658	SAN MATEO RESOURCE CONSERVA	06/16/25	3,373.88 MW IS
AP CHK 00423066	54717	SANTANA, VALERIA CRISTINA	06/16/25	18,300.00 MW IS
AP CHK 00423067	1111	SF - WATER	06/16/25	866,701.17 MW IS
AP CHK 00423068	50625R	SF CROWN ROOFING INC	06/16/25	404.00 MW IS
AP CHK 00423069	54509	SF UNDERGROUND INC	06/16/25	16,000.00 MW IS
AP CHK 00423070	58141R	SHIU, DERRICK	06/16/25	1,086.47 MW IS
AP CHK 00423071	23742	SHOE DEPOT INC	06/16/25	2,338.72 MW IS
AP CHK 00423072	59272	SHOOT-A-WAY INC	06/16/25	8,600.00 MW IS
AP CHK 00423073	52666	SHRED WORKS INC	06/16/25	253.00 MW IS
AP CHK 00423074	46954	SILVERSPOT GRAPHICS	06/16/25	6,927.18 MW IS
AP CHK 00423075	51449	SIMPSON GUMPERTZ & HEGGER IN	06/16/25	7,652.86 MW IS
AP CHK 00423076	59274R	SITU, STEPHANIE	06/16/25	5,764.04 MW IS
AP CHK 00423077	59285R	SIU, ANNIE	06/16/25	202.00 MW IS
AP CHK 00423078	32237	SMART & FINAL STORES LLC	06/16/25	1,783.79 MW IS
AP CHK 00423079	59168	SMM FACILITIES INC	06/16/25	68,500.00 MW IS
AP CHK 00423080	37110R	SOLIS, ELIZABETH	06/16/25	499.76 MW IS
AP CHK 00423081	57167	SPECIALTY SERVICES	06/16/25	8,750.00 MW IS
AP CHK 00423082	58634	SPECTRUM CANINE ISABEL LLC	06/16/25	1,300.00 MW IS

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00423083	55731R	SRC ROOFING	06/16/25	202.00	MW	IS		
AP CHK 00423084	20534	ST FRANCIS ELECTRIC INC	06/16/25	7,578.54	MW	IS		
AP CHK 00423085	37940	STANDARD PLUMBING SUPPLY CO	06/16/25	1,016.52	MW	IS		
AP CHK 00423086	58224	STARCHASE LLC	06/16/25	712.04	MW	IS		
AP CHK 00423087	45112JPA	STATE COMPENSATION INSURANC	06/16/25	164.40	MW	IS		
AP CHK 00423088	3613	STATIONARY ENGINEERS LOCAL	06/16/25	4,068.00	MW	IS		
AP CHK 00423089	56958JPA	STEEPFORD	06/16/25	7,192.00	MW	IS		
AP CHK 00423090	30507	STERICYCLE INC	06/16/25	442.30	MW	IS		
AP CHK 00423091	23112	STERLING	06/16/25	250.85	MW	IS		
AP CHK 00423092	14260R	SUCCESS CONSTRUCTION	06/16/25	750.91	MW	IS		
AP CHK 00423093	51439	SWEET DELIGHT BAKERY	06/16/25	1,730.50	MW	IS		
AP CHK 00423094	34747	SWINERTON MANAGEMENT & CONS	06/16/25	8,294.00	MW	IS		
AP CHK 00423095	22937	SYNAGRO WEST LLC	06/16/25	41,145.73	MW	IS		
AP CHK 00423096	45319	T MOBILE USA INC	06/16/25	300.00	MW	IS		
AP CHK 00423097	45319	T MOBILE USA INC	06/16/25	50.00	MW	IS		
AP CHK 00423098	57808	TACMED SOLUTIONS LLC	06/16/25	402.41	MW	IS		
AP CHK 00423099	59281R	TART ELECTRIC COMPANY	06/16/25	10,042.00	MW	IS		
AP CHK 00423100	57192R	TEAMS GENERAL ROOFING INC	06/16/25	202.00	MW	IS		
AP CHK 00423101	2798	TEAMSTERS LOCAL 856	06/16/25	3,887.00	MW	IS		
AP CHK 00423102	42970JPA	TELECOMMUNICATIONS ENGINEER	06/16/25	3,081.84	MW	IS		
AP CHK 00423103	37535	TELEPATH CORPORATION	06/16/25	700.00	MW	IS		
AP CHK 00423104	58829	TENNYSON ELECTRIC LLC	06/16/25	311,881.20	MW	IS		
AP CHK 00423105	51891	TETRA TECH INC	06/16/25	54,653.85	MW	IS		
AP CHK 00423106	58497	THINGS THAT CREEP	06/16/25	998.00	MW	IS		
AP CHK 00423107	1201	THOMSON REUTERS WEST	06/16/25	3,964.80	MW	IS		
AP CHK 00423108	22184R	TOM LEE ROOFING INC	06/16/25	202.00	MW	IS		
AP CHK 00423109	4935	TOWILL INC	06/16/25	19,806.00	MW	IS		
AP CHK 00423110	59283R	TPT CONSTRUCTION INC	06/16/25	8,302.00	MW	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00423111	40278R	TRI GENERAL BUILDERS	06/16/25	202.00	MW	IS	
AP CHK 00423112	52033	TRIEPEI SMITH & ASSOCIATES	06/16/25	2,273.50	MW	IS	
AP CHK 00423113	55488	TRITECH SOFTWARE SYSTEMS	06/16/25	180.00	MW	IS	
AP CHK 00423114	59276R	TU, VAN	06/16/25	1,376.33	MW	IS	
AP CHK 00423115	26803	TURBO DATA SYSTEMS INC	06/16/25	8,026.02	MW	IS	
AP CHK 00423116	57186	TURNER ADVISEMENT LLC	06/16/25	11,700.00	MW	IS	
AP CHK 00423117	47572	TYLER TECHNOLOGIES INC	06/16/25	286,979.78	MW	IS	
AP CHK 00423118	56222	U-ROCK UTILITY EQUIPMENT IN	06/16/25	685.20	MW	IS	
AP CHK 00423119	37637	ULINE INC	06/16/25	6,324.20	MW	IS	
AP CHK 00423120	56630	UNDERGROUND REPUBLIC WATER	06/16/25	2,509.25	MW	IS	
AP CHK 00423121	1110	UNITED STATES POSTAL SERVIC	06/16/25	5,500.00	MW	IS	
AP CHK 00423122	32209	UNIVAR SOLUTIONS USA INC	06/16/25	82,576.53	MW	IS	
AP CHK 00423123	57806	US DIGITAL DESIGNS BY HONEY	06/16/25	27,753.32	MW	IS	
AP CHK 00423124	58572	US FOODS INC	06/16/25	5,968.77	MW	IS	
AP CHK 00423125	58575	VALLEY OIL COMPANY	06/16/25	34,428.79	MW	IS	
AP CHK 00423126	29329	VERIZON WIRELESS SERVICES L	06/16/25	1,727.80	MW	IS	
AP CHK 00423127	29329	VERIZON WIRELESS SERVICES L	06/16/25	47.05	MW	IS	
AP CHK 00423128	29329	VERIZON WIRELESS SERVICES L	06/16/25	94.10	MW	IS	
AP CHK 00423129	29329	VERIZON WIRELESS SERVICES L	06/16/25	1,429.30	MW	IS	
AP CHK 00423130	29329	VERIZON WIRELESS SERVICES L	06/16/25	161.83	MW	IS	
AP CHK 00423131	29329	VERIZON WIRELESS SERVICES L	06/16/25	4,038.84	MW	IS	
AP CHK 00423132	29329	VERIZON WIRELESS SERVICES L	06/16/25	525.60	MW	IS	
AP CHK 00423133	29329	VERIZON WIRELESS SERVICES L	06/16/25	172.10	MW	IS	
AP CHK 00423134	29329	VERIZON WIRELESS SERVICES L	06/16/25	188.20	MW	IS	
AP CHK 00423135	29329	VERIZON WIRELESS SERVICES L	06/16/25	42.05	MW	IS	
AP CHK 00423136	29329	VERIZON WIRELESS SERVICES L	06/16/25	3,972.53	MW	IS	
AP CHK 00423137	29329	VERIZON WIRELESS SERVICES L	06/16/25	137.39	MW	IS	
AP CHK 00423138	29329	VERIZON WIRELESS SERVICES L	06/16/25	268.28	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00423139	41056R	VIOLO, ANNA MARIE	06/16/25	769.50	MM	IS	
AP CHK 00423140	57426	VOIER STRATEGIC ADVISORS IN	06/16/25	10,000.00	MM	IS	
AP CHK 00423141	1579	VWR INTERNATIONAL LLC	06/16/25	5,224.01	MM	IS	
AP CHK 00423142	13853	WATSON	06/16/25	17,548.03	MM	IS	
AP CHK 00423143	50485	WAVE BROADBAND	06/16/25	249.95	MM	IS	
AP CHK 00423144	50485	WAVE BROADBAND	06/16/25	95.95	MM	IS	
AP CHK 00423145	50485	WAVE BROADBAND	06/16/25	95.95	MM	IS	
AP CHK 00423146	50485	WAVE BROADBAND	06/16/25	95.95	MM	IS	
AP CHK 00423147	50485	WAVE BROADBAND	06/16/25	99.90	MM	IS	
AP CHK 00423148	50485	WAVE BROADBAND	06/16/25	1,079.95	MM	IS	
AP CHK 00423149	59240	MAXIE SANITARY SUPPLY	06/16/25	2,795.41	MM	IS	
AP CHK 00423150	52135	WEBSTER ENVIRONMENTAL ASSOC	06/16/25	22,200.00	MM	IS	
AP CHK 00423151	3691	WECO INDUSTRIES LLC	06/16/25	1,027.03	MM	IS	
AP CHK 00423152	49085	WEST COAST ARBORISTS INC	06/16/25	42,731.00	MM	IS	
AP CHK 00423153	59206	WEST YOST & ASSOCIATES INC	06/16/25	12,960.35	MM	IS	
AP CHK 00423154	36888	WESTERN TRUCK FABRICATION I	06/16/25	1,034.28	MM	IS	
AP CHK 00423155	53311	WESTSIDE CONCRETE MATERIALS	06/16/25	18.26	MM	IS	
AP CHK 00423156	54330	WILLIAMS SCOTSMAN INC	06/16/25	763.19	MM	IS	
AP CHK 00423157	36417R	WILLIAMS, ANNE	06/16/25	721.54	MM	IS	
AP CHK 00423158	59259R	WILLIAMS, EMANI	06/16/25	300.00	MM	IS	
AP CHK 00423159	38558	WILSEY HAM INC	06/16/25	12,063.37	MM	IS	
AP CHK 00423160	59277R	WON, JUDY	06/16/25	227.21	MM	IS	
AP CHK 00423161	59300R	WOO, STANLEY	06/16/25	3,084.28	MM	IS	
AP CHK 00423162	59284R	WU, HUI YAN	06/16/25	4,396.94	MM	IS	
AP CHK 00423163	59295R	WU, ZHENG	06/16/25	3,901.04	MM	IS	
AP CHK 00423164	59301R	WUNDERLICH, AARON	06/16/25	939.08	MM	IS	
AP CHK 00423165	59296R	YANG, ERIC	06/16/25	4,287.79	MM	IS	
AP CHK 00423166	12694R	ZALINSKIS, KLAUS	06/16/25	664.08	MM	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00423167	58315	ZONE 4 CONSTRUCTION INC	06/16/25	20,724.60	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	7,140,202.67	Number of Checks Processed:	421
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 7,140,202.67

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00423168	46218R	24/7 ROOTER & PLUMBING SERV	06/25/25	2,000.00	MM	IS		
AP CHK 00423169	56621	ACC BUSINESS	06/25/25	526.49	MM	IS		
AP CHK 00423170	53561	ACTION TOWING	06/25/25	1,467.75	MM	IS		
AP CHK 00423171	59306R	AD ART	06/25/25	1,000.00	MM	IS		
AP CHK 00423172	34666	AD BRAKES	06/25/25	251.27	MM	IS		
AP CHK 00423173	5034	ADAMSON POLICE PRODUCTS	06/25/25	68,261.46	MM	IS		
AP CHK 00423174	59102	AGRIGATOR INC	06/25/25	6,300.00	MM	IS		
AP CHK 00423175	29880	AIRGAS USA LLC	06/25/25	16,378.87	MM	IS		
AP CHK 00423176	59223R	ALBANO CONCRETE & MAINTENAN	06/25/25	500.00	MM	IS		
AP CHK 00423177	14004	ALERT PEST CONTROL COMPANY	06/25/25	603.00	MM	IS		
AP CHK 00423178	22544	ALLSTAR FIRE EQUIPMENT INC	06/25/25	119,036.43	MM	IS		
AP CHK 00423179	3197	ALPINE AWARDS INC	06/25/25	500.87	MM	IS		
AP CHK 00423180	56231	AMAZON CAPITAL SERVICES INC	06/25/25	14,273.46	MM	IS		
AP CHK 00423181	42310	AMERINAT	06/25/25	292.85	MM	IS		
AP CHK 00423182	57410R	ANDERSON, CHELA	06/25/25	673.45	MM	IS		
AP CHK 00423183	46585	ANTHEM BLUE CROSS	06/25/25	147.00	MM	IS		
AP CHK 00423184	46585	ANTHEM BLUE CROSS	06/25/25	160.60	MM	IS		
AP CHK 00423185	23109	APEX POWER ELECTRICAL SUPPL	06/25/25	1,627.79	MM	IS		
AP CHK 00423186	53563	ARANDA, MILLIE	06/25/25	1,200.80	MM	IS		
AP CHK 00423187	56141R	ARGUELLES, GUILLERMO	06/25/25	731.20	MM	IS		
AP CHK 00423188	32577	AT&T	06/25/25	2,628.61	MM	IS		
AP CHK 00423189	45195	AT&T	06/25/25	95.00	MM	IS		
AP CHK 00423190	45195	AT&T	06/25/25	200.00	MM	IS		
AP CHK 00423191	45195	AT&T	06/25/25	120.00	MM	IS		
AP CHK 00423192	57317R	AT&T CONSTRUCTION AND ENGIN	06/25/25	1,786.35	MM	IS		
AP CHK 00423193	6413	AT&T MOBILITY	06/25/25	2,314.81	MM	IS		
AP CHK 00423194	6413	AT&T MOBILITY	06/25/25	5,614.25	MM	IS		
AP CHK 00423195	6413	AT&T MOBILITY	06/25/25	1,448.64	MM	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00423196	6413	AT&T MOBILITY	06/25/25	1,687.31	MW	IS		
AP CHK 00423197	44649	ATLAS COPCO COMPRESSORS LLC	06/25/25	1,599.26	MW	IS		
AP CHK 00423198	58056R	ATLAS ROOFING BAY AREA	06/25/25	202.00	MW	IS		
AP CHK 00423199	58716	BACKFLOW PREVENTION SPECIAL	06/25/25	1,045.00	MW	IS		
AP CHK 00423200	1232	BAKER & TAYLOR COMPANY INC	06/25/25	10,756.21	MW	IS		
AP CHK 00423201	2495	BARKERBLUE INC	06/25/25	258.93	MW	IS		
AP CHK 00423202	7950	BAY AREA AIR QUALITY MANAGE	06/25/25	612.00	MW	IS		
AP CHK 00423203	7950	BAY AREA AIR QUALITY MANAGE	06/25/25	1,551.00	MW	IS		
AP CHK 00423204	7950	BAY AREA AIR QUALITY MANAGE	06/25/25	603.00	MW	IS		
AP CHK 00423205	54911	BAYSIDE COLLISION CENTER	06/25/25	7,042.99	MW	IS		
AP CHK 00423206	59071	BEAM CONSTRUCTION ENTERPRIS	06/25/25	110,241.89	MW	IS		
AP CHK 00423207	59158	BESSA, ADRIANA PRACIANO DE	06/25/25	288.00	MW	IS		
AP CHK 00423208	19200	BIRITE FOODSERVICE DISTRIBU	06/25/25	3,959.37	MW	IS		
AP CHK 00423209	20204	BKF ENGINEERS	06/25/25	237.00	MW	IS		
AP CHK 00423210	22205	BLACKSTONE PUBLISHING	06/25/25	850.58	MW	IS		
AP CHK 00423211	56160	BLUE FLAMINGO MARKETING	06/25/25	18,125.00	MW	IS		
AP CHK 00423212	50803	BLUETRITON BRANDS INC	06/25/25	365.23	MW	IS		
AP CHK 00423213	58348	BMW MOTORCYCLES OF SAN FRAN	06/25/25	1,210.10	MW	IS		
AP CHK 00423214	3349	BROADMOOR LANDSCAPE SUPPLY	06/25/25	878.30	MW	IS		
AP CHK 00423215	58917	BROADWAY AUTO INC	06/25/25	4,500.00	MW	IS		
AP CHK 00423216	3064	BROWN & CALDWELL INC	06/25/25	12,220.00	MW	IS		
AP CHK 00423217	21239R	BROWN, DENISE	06/25/25	302.71	MW	IS		
AP CHK 00423218	40366	BSN SPORTS LLC	06/25/25	589.97	MW	IS		
AP CHK 00423219	33941	C & A BROWN COMPANY	06/25/25	361.45	MW	IS		
AP CHK 00423220	33981	CAGWIN & DORWARD	06/25/25	388.00	MW	IS		
AP CHK 00423221	33645R	CAL STATE ROOFING COMPANY I	06/25/25	202.00	MW	IS		
AP CHK 00423222	36927	CALCON SYSTEMS INC	06/25/25	16,496.87	MW	IS		
AP CHK 00423223	1196	CALIFORNIA WATER SERVICE CO	06/25/25	46.83	MW	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00423224	33146	CAMERON, DOUG	06/25/25	960.00	MW	IS		
AP CHK 00423225	48351	CAVENDISH SQUARE PUBLISHING	06/25/25	408.82	MW	IS		
AP CHK 00423226	23173	CD & POWER	06/25/25	6,754.34	MW	IS		
AP CHK 00423227	28636	CDW GOVERNMENT INC	06/25/25	241,894.72	MW	IS		
AP CHK 00423228	42277	CEL ANALYTICAL INC	06/25/25	6,299.00	MW	IS		
AP CHK 00423229	48009	CENGAGE LEARNING INC / GALE	06/25/25	282.95	MW	IS		
AP CHK 00423230	24769	CENTER POINT LARGE PRINT	06/25/25	48.00	MW	IS		
AP CHK 00423231	40597R	CENTRAL ROOFING INC	06/25/25	404.00	MW	IS		
AP CHK 00423232	59307R	CHAN, FELLENTA	06/25/25	500.00	MW	IS		
AP CHK 00423233	59311R	CHENG, JIAYE	06/25/25	4,753.22	MW	IS		
AP CHK 00423234	58265R	CHU, ANDREW PARANGAN	06/25/25	111.68	MW	IS		
AP CHK 00423235	59310R	CHUN ELECTRICAL INC	06/25/25	502.00	MW	IS		
AP CHK 00423236	51204	CINTAS CORPORATION	06/25/25	701.14	MW	IS		
AP CHK 00423237	3678	CINTAS CORPORATION #464	06/25/25	3,659.19	MW	IS		
AP CHK 00423238	13126	CITY OF BRISBANE	06/25/25	72,313.05	MW	IS		
AP CHK 00423239	66490PA	CITY OF BRISBANE	06/25/25	6,081.24	MW	IS		
AP CHK 00423240	28211	CITY OF PACIFICA	06/25/25	89,773.44	MW	IS		
AP CHK 00423241	60340PA	CITY OF PACIFICA	06/25/25	3,300.00	MW	IS		
AP CHK 00423242	48066	CITY OF SAN MATEO	06/25/25	120.00	MW	IS		
AP CHK 00423243	40147	CITY TOYOTA	06/25/25	1,920.00	MW	IS		
AP CHK 00423244	48645	COMCAST	06/25/25	104.00	MW	IS		
AP CHK 00423245	49446	COMCAST	06/25/25	108.33	MW	IS		
AP CHK 00423246	52652	COMCAST	06/25/25	188.46	MW	IS		
AP CHK 00423247	56653	COMCAST	06/25/25	211.18	MW	IS		
AP CHK 00423248	56654	COMCAST	06/25/25	223.04	MW	IS		
AP CHK 00423249	59244	COMCAST	06/25/25	161.46	MW	IS		
AP CHK 00423250	12578	COMPLETE LINEN SERVICES INC	06/25/25	294.74	MW	IS		
AP CHK 00423251	56253	CORE & MAIN LP	06/25/25	462.54	MW	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00423252	59309R	CORTEZ, MARILYN	06/25/25	400.00	MW	IS	
AP CHK 00423253	14930	COUNTY OF SAN MATEO	06/25/25	82.25	MW	IS	
AP CHK 00423254	1053	CPS HR CONSULTING	06/25/25	2,032.63	MW	IS	
AP CHK 00423255	48323	CRYSTAL CREAMERY	06/25/25	541.20	MW	IS	
AP CHK 00423256	28906	CSG CONSULTANTS INC	06/25/25	8,566.25	MW	IS	
AP CHK 00423257	57711	CUEVA, JESSE RAMADA	06/25/25	1,520.00	MW	IS	
AP CHK 00423258	19907	CWEA-TCP	06/25/25	116.00	MW	IS	
AP CHK 00423259	1836	DAILY JOURNAL CORPORATION	06/25/25	388.80	MW	IS	
AP CHK 00423260	37074R	DAL PORTO, JOE	06/25/25	1,600.00	MW	IS	
AP CHK 00423261	36807	DALY CITY TEST ONLY	06/25/25	200.00	MW	IS	
AP CHK 00423262	1793	DALY CITY TOOL MART	06/25/25	111.59	MW	IS	
AP CHK 00423263	1793	DALY CITY TOOL MART	06/25/25	63.73	MW	IS	
AP CHK 00423264	57687	DE SILVA, SHIRLEY	06/25/25	480.00	MW	IS	
AP CHK 00423265	1299	DEPARTMENT OF JUSTICE	06/25/25	737.00	MW	IS	
AP CHK 00423266	26138R	DISCOUNT PLUMBING & HEATING	06/25/25	6,000.00	MW	IS	
AP CHK 00423267	43302	DITAN, ROLAND L	06/25/25	300.00	MW	IS	
AP CHK 00423268	58465	DJI TECHNOLOGY INC	06/25/25	99.10	MW	IS	
AP CHK 00423269	21680	DKS ASSOCIATES INC	06/25/25	1,737.50	MW	IS	
AP CHK 00423270	14374	DOOLEY ENTERPRISES INC	06/25/25	11,586.42	MW	IS	
AP CHK 00423271	48177	EAST BAY TIRE CO	06/25/25	1,451.98	MW	IS	
AP CHK 00423272	49830R	ECONOMY PLUMBING	06/25/25	2,000.00	MW	IS	
AP CHK 00423273	55579	EDWARDS & SONS EQUIPMENT SE	06/25/25	11,045.14	MW	IS	
AP CHK 00423274	40258R	EF GOMEZ CEMENT CONTRACTOR	06/25/25	4,680.00	MW	IS	
AP CHK 00423275	45731	EMTRAIN	06/25/25	3,850.00	MW	IS	
AP CHK 00423276	3786	ENVIRONMENTAL RESOURCE ASSO	06/25/25	939.92	MW	IS	
AP CHK 00423277	1049	EQUIFAX INFORMATION SVCS LL	06/25/25	50.00	MW	IS	
AP CHK 00423278	56368	ESX TECHNOLOGY SOLUTIONS LL	06/25/25	3,680.00	MW	IS	
AP CHK 00423279	26327	EWING IRRIGATION PRODUCTS I	06/25/25	567.79	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00423280	44830	FARAGO, ANDREW	06/25/25	400.00	MM	IS	
AP CHK 00423281	36077	FASTENAL COMPANY	06/25/25	1,695.88	MM	IS	
AP CHK 00423282	17884	FEDEX	06/25/25	7.70	MM	IS	
AP CHK 00423283	26375	FEINBERG, JEANETTE	06/25/25	866.00	MM	IS	
AP CHK 00423284	42056	FERGUSON ENTERPRISES INC #6	06/25/25	185.36	MM	IS	
AP CHK 00423285	9922	FERGUSON ENTERPRISES LLC	06/25/25	66.58	MM	IS	
AP CHK 00423286	54716	FIRESTATS LLC	06/25/25	1,250.00	MM	IS	
AP CHK 00423287	19787	FIRST CHOICE COFFEE SERVICE	06/25/25	76.86	MM	IS	
AP CHK 00423288	57350	FREYER & LAURETA INC	06/25/25	2,847.50	MM	IS	
AP CHK 00423289	55489	GARRATT CALLAHAN COMPANY	06/25/25	8,390.06	MM	IS	
AP CHK 00423290	58952	GAUER, JOHN PAUL	06/25/25	1,440.00	MM	IS	
AP CHK 00423291	56170	GAVIN'S PAINTING	06/25/25	11,280.03	MM	IS	
AP CHK 00423292	48247	GCS ENVIRONMENTAL EQUIPMENT	06/25/25	76.32	MM	IS	
AP CHK 00423293	59208	GIRLS ON THE RUN OF THE BAY	06/25/25	600.00	MM	IS	
AP CHK 00423294	59105	GOLDEN GATE SIGN COMPANY IN	06/25/25	3,223.00	MM	IS	
AP CHK 00423295	30509	GOODYEAR COMMERCIAL TIRE &	06/25/25	580.56	MM	IS	
AP CHK 00423296	50226	GOULD, LINDA	06/25/25	360.00	MM	IS	
AP CHK 00423297	1754	GRAINGER INC	06/25/25	8,668.29	MM	IS	
AP CHK 00423298	1571	GRANTEROCK	06/25/25	673.42	MM	IS	
AP CHK 00423299	56363	GRIDLESS POWER CORPORATION	06/25/25	350.00	MM	IS	
AP CHK 00423300	30894	GRM	06/25/25	901.39	MM	IS	
AP CHK 00423301	50507R	GUALBERTO, CHRISTOPHER	06/25/25	400.00	MM	IS	
AP CHK 00423302	59263R	GUILTERMO, JEANNE	06/25/25	400.00	MM	IS	
AP CHK 00423303	19293	GYM DOCTORS	06/25/25	800.00	MM	IS	
AP CHK 00423304	2223	HACH COMPANY	06/25/25	1,039.12	MM	IS	
AP CHK 00423305	57302	HALEY AND ALDRICH INC	06/25/25	39,970.81	MM	IS	
AP CHK 00423306	1980	HARRISON & BONINI INC	06/25/25	105.94	MM	IS	
AP CHK 00423307	55667	HAZEN AND SAWYER	06/25/25	31,967.03	MM	IS	

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AP CHK 00423308	23318	HERC RENTALS INC	06/25/25	2,688.89	MM	IS		
AP CHK 00423309	17021	HF&H CONSULTANTS LLC	06/25/25	337.50	MM	IS		
AP CHK 00423310	9049	HI TECH EVS INC	06/25/25	2,044.60	MM	IS		
AP CHK 00423311	59130R	HIGGINS, JEFF	06/25/25	475.00	MM	IS		
AP CHK 00423312	32874R	HIGHLAND CONSTRUCTION CO	06/25/25	202.00	MM	IS		
AP CHK 00423313	49700	HILL BROTHERS CHEMICAL CO	06/25/25	2,207.18	MM	IS		
AP CHK 00423314	57974	HSQ TECH INC	06/25/25	1,000.00	MM	IS		
AP CHK 00423315	32659	HY FLOOR & GAMELINE PAINTIN	06/25/25	3,060.00	MM	IS		
AP CHK 00423316	57924	IMPERIAL SUPPLIES LLC	06/25/25	1,528.55	MM	IS		
AP CHK 00423317	25446	INSTRUMENT TECHNOLOGY CORP	06/25/25	517.53	MM	IS		
AP CHK 00423318	51901	INTEGRATED COMMUNICATION SY	06/25/25	12,157.82	MM	IS		
AP CHK 00423319	57693	INTERACTIVE RESOURCES INC	06/25/25	11,328.25	MM	IS		
AP CHK 00423320	24233	JACOBS ASSOCIATES	06/25/25	64,960.99	MM	IS		
AP CHK 00423321	27808	JAMES FORD INC	06/25/25	2,222.94	MM	IS		
AP CHK 00423322	1205	JEFFERSON UNION HIGH SCHOOL	06/25/25	92,082.00	MM	IS		
AP CHK 00423323	30528R	JEFFERSON UNION HIGH SCHOOL	06/25/25	1,077.50	MM	IS		
AP CHK 00423324	25311	JOHNSON CONTROLS SECURITY S	06/25/25	589.79	MM	IS		
AP CHK 00423325	11281	JWC ENVIRONMENTAL INC	06/25/25	3,827.64	MM	IS		
AP CHK 00423326	25348	KADOKS RESTAURANT	06/25/25	6,577.64	MM	IS		
AP CHK 00423327	56294	KELLY SPICERS FACILITIES SO	06/25/25	1,918.80	MM	IS		
AP CHK 00423328	39604	KIMBALL MIDWEST	06/25/25	406.76	MM	IS		
AP CHK 00423329	51402R	KLATY, JOHN	06/25/25	83.90	MM	IS		
AP CHK 00423330	33914	KOFFLER ELECTRICAL MECHANIC	06/25/25	1,900.00	MM	IS		
AP CHK 00423331	58897	KOIOS ENGINEERING INC	06/25/25	726,365.25	MM	IS		
AP CHK 00423332	1108	L N CURTIS AND SONS	06/25/25	7,305.55	MM	IS		
AP CHK 00423333	54451R	LAVU CONCRETE CONSTRUCTION	06/25/25	500.00	MM	IS		
AP CHK 00423334	7062	LECTORUM PUBLICATIONS INC	06/25/25	313.06	MM	IS		
AP CHK 00423335	59308R	LEE, LESLIE	06/25/25	400.00	MM	IS		

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AP CHK 00423336	33497	LEGACY MECHANICAL & ENERGY	06/25/25	7,062.81	MM	IS		
AP CHK 00423337	45083	IEHR	06/25/25	3,132.59	MM	IS		
AP CHK 00423338	56100R	LEW, KYLE	06/25/25	1,600.00	MM	IS		
AP CHK 00423339	29332	LORAL LANDSCAPING	06/25/25	7,300.00	MM	IS		
AP CHK 00423340	58287	LUBE SQUAD OF SFO LLC	06/25/25	153.72	MM	IS		
AP CHK 00423341	19332	MAGGIORA BROS DRILLING INC	06/25/25	26,755.00	MM	IS		
AP CHK 00423342	59132	MAHONEY, MITCHEL	06/25/25	1,235.00	MM	IS		
AP CHK 00423343	59204	MANLANGIT, SHAINA RENEE	06/25/25	3,384.19	MM	IS		
AP CHK 00423344	59312R	MARMYSH, SERGEY	06/25/25	2,637.28	MM	IS		
AP CHK 00423345	56594	MASAMORI, DARLENE	06/25/25	1,032.00	MM	IS		
AP CHK 00423346	23906R	MEDINA, RICHARD	06/25/25	297.00	MM	IS		
AP CHK 00423347	38922	MISSIONSQUARE - 801447	06/25/25	1,000.00	MM	IS		
AP CHK 00423348	38922	MISSIONSQUARE - 801447	06/25/25	2,000.00	MM	IS		
AP CHK 00423349	38922	MISSIONSQUARE - 801447	06/25/25	6,000.00	MM	IS		
AP CHK 00423350	42124	MORLA, MICHAEL T	06/25/25	3,780.00	MM	IS		
AP CHK 00423351	15210	MUNICIPAL MAINTENANCE EQUIP	06/25/25	3,923.96	MM	IS		
AP CHK 00423352	49040	NAPIER, NORA	06/25/25	715.00	MM	IS		
AP CHK 00423353	55997R	NORSTAR COMMERCIAL SERVICE	06/25/25	4,902.00	MM	IS		
AP CHK 00423354	56451JPA	NORTH COUNTY FIRE AUTHORITY	06/25/25	18,934.08	MM	IS		
AP CHK 00423355	25761	NORTHERN SAFETY CO INC	06/25/25	1,323.28	MM	IS		
AP CHK 00423356	47093	O'REILLY AUTOMOTIVE INC	06/25/25	19.20	MM	IS		
AP CHK 00423357	56820	ODP BUSINESS SOLUTIONS LLC	06/25/25	383.30	MM	IS		
AP CHK 00423358	56822	ODP BUSINESS SOLUTIONS LLC	06/25/25	894.92	MM	IS		
AP CHK 00423359	58180	ODP BUSINESS SOLUTIONS LLC	06/25/25	610.72	MM	IS		
AP CHK 00423360	54153	OHD LLLP	06/25/25	1,010.00	MM	IS		
AP CHK 00423361	56335	OPERATIONAL TECHNICAL SERVI	06/25/25	31,951.76	MM	IS		
AP CHK 00423362	54185R	ORTEGA, JOSE	06/25/25	895.56	MM	IS		
AP CHK 00423363	3685	OTIS ELEVATOR COMPANY	06/25/25	1,512.50	MM	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00423364	50821R	PACIFIC CONSTRUCTION COMPAN	06/25/25	502.00	MW	IS	
AP CHK 00423365	49188	PACIFIC CRANE INSPECTIONS	06/25/25	7,000.00	MW	IS	
AP CHK 00423366	1216	PACIFIC GAS & ELECTRIC	06/25/25	281,313.31	MW	IS	
AP CHK 00423367	29252	PACIFIC PRODUCE INC	06/25/25	710.95	MW	IS	
AP CHK 00423368	40269R	PAK'S ROOFING INC	06/25/25	202.00	MW	IS	
AP CHK 00423369	57264	PAN, PHYLLIS	06/25/25	360.00	MW	IS	
AP CHK 00423370	36907R	PATOLO, MICHAEL	06/25/25	188.55	MW	IS	
AP CHK 00423371	29738	PENINSULA UNIFORMS & EQUIPM	06/25/25	2,961.23	MW	IS	
AP CHK 00423372	55742	PENNE, MICHAEL	06/25/25	800.00	MW	IS	
AP CHK 00423373	59196	PEPOSE, DAVID	06/25/25	1,000.00	MW	IS	
AP CHK 00423374	59013	PERALTA, JEANNETTE M	06/25/25	2,400.00	MW	IS	
AP CHK 00423375	47044	PETERSON TRUCKS INC	06/25/25	2,239.92	MW	IS	
AP CHK 00423376	58702R	PETERSON, JILL	06/25/25	500.00	MW	IS	
AP CHK 00423377	54331	PIIAN SYSTEMS LLC	06/25/25	7,390.17	MW	IS	
AP CHK 00423378	57003	PLANTE & MORAN PLLC	06/25/25	1,000.00	MW	IS	
AP CHK 00423379	36106	POLYDYNE INC	06/25/25	22,886.91	MW	IS	
AP CHK 00423380	49791R	POTI, ISAAKO	06/25/25	195.00	MW	IS	
AP CHK 00423381	34637	PROMOTABLES LLC	06/25/25	148.17	MW	IS	
AP CHK 00423382	58860	QUALITY CONTROL SERVICES	06/25/25	1,217.64	MW	IS	
AP CHK 00423383	55641R	RAMIREZ ROOFING CORP	06/25/25	202.00	MW	IS	
AP CHK 00423384	30925	REBUILDING TOGETHER	06/25/25	7,500.00	MW	IS	
AP CHK 00423385	1687	RED WING SHOES	06/25/25	345.90	MW	IS	
AP CHK 00423386	59074	RESCUE SOLUTIONS INTERNATIO	06/25/25	2,288.00	MW	IS	
AP CHK 00423387	58959	RINGCENTRAL INC	06/25/25	605.14	MW	IS	
AP CHK 00423388	10207	ROMAN, MARIANNA	06/25/25	675.00	MW	IS	
AP CHK 00423389	56632	RSG INC	06/25/25	340.00	MW	IS	
AP CHK 00423390	22771	S & S WORLDWIDE INC	06/25/25	160.86	MW	IS	
AP CHK 00423391	1087	SAFETY KLEEN SYSTEMS INC	06/25/25	986.19	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00423392	56453JPA	SAN MATEO CONSOLIDATED FIRE	06/25/25	3,300.00	MM	IS		
AP CHK 00423393	43156JPA	SAN MATEO COUNTY	06/25/25	510,069.00	MM	IS		
AP CHK 00423394	43158JPA	SAN MATEO COUNTY FIRE COUNT	06/25/25	3,300.00	MM	IS		
AP CHK 00423395	1745	SAN MATEO COUNTY TRAINING O	06/25/25	1,350.00	MM	IS		
AP CHK 00423396	59014	SCI CONSULTING GROUP	06/25/25	3,500.00	MM	IS		
AP CHK 00423397	58479R	SERRANOS ROOFING LLC	06/25/25	202.00	MM	IS		
AP CHK 00423398	50625R	SF CROWN ROOFING INC	06/25/25	202.00	MM	IS		
AP CHK 00423399	8782	SHERROD, RICHARD	06/25/25	4,290.00	MM	IS		
AP CHK 00423400	58141R	SHIU, DERRICK	06/25/25	552.28	MM	IS		
AP CHK 00423401	23742	SHOE DEPOT INC	06/25/25	1,073.50	MM	IS		
AP CHK 00423402	35528	SHOWCASES	06/25/25	53.48	MM	IS		
AP CHK 00423403	58319R	SHUM, CLAIRE	06/25/25	383.00	MM	IS		
AP CHK 00423404	18862R	SMELLY MELS PLUMBING INC	06/25/25	14,000.00	MM	IS		
AP CHK 00423405	54389R	SOLIS, ELIZABETH	06/25/25	13.90	MM	IS		
AP CHK 00423406	57167	SPECIALTY SERVICES	06/25/25	1,200.00	MM	IS		
AP CHK 00423407	58634	SPECTRUM CANINE ISABEL LLC	06/25/25	1,300.00	MM	IS		
AP CHK 00423408	40900	STEVENS BAY AREA DIESEL SER	06/25/25	2,557.23	MM	IS		
AP CHK 00423409	58958LAW	STOEL RIVES LLP	06/25/25	2,508.00	MM	IS		
AP CHK 00423410	59104	STUMBAUGH & ASSOCIATES INC	06/25/25	7,318.00	MM	IS		
AP CHK 00423411	58638	SYSERCO ENERGY SOLUTIONS IN	06/25/25	161,536.10	MM	IS		
AP CHK 00423412	45319	T MOBILE USA INC	06/25/25	115.00	MM	IS		
AP CHK 00423413	45319	T MOBILE USA INC	06/25/25	100.00	MM	IS		
AP CHK 00423414	42522R	TAN, ANDY	06/25/25	2,000.00	MM	IS		
AP CHK 00423415	13852	TELECOMMUNICATIONS ENGINEER	06/25/25	3,024.50	MM	IS		
AP CHK 00423416	42970JPA	TELECOMMUNICATIONS ENGINEER	06/25/25	24,000.00	MM	IS		
AP CHK 00423417	58829	TENNYSON ELECTRIC LLC	06/25/25	282,740.90	MM	IS		
AP CHK 00423418	51891	TETRA TECH INC	06/25/25	14,368.56	MM	IS		
AP CHK 00423419	51119R	TUALAULELEI, JEREL	06/25/25	655.60	MM	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
AP CHK 00423420	59142	TYLER BUSINESS FORMS	06/25/25	1,871.45	MM	IS		
AP CHK 00423421	47572	TYLER TECHNOLOGIES INC	06/25/25	10,464.00	MM	IS		
AP CHK 00423422	37637	ULINE INC	06/25/25	5,219.11	MM	IS		
AP CHK 00423423	56630	UNDERGROUND REPUBLIC WATER	06/25/25	6,097.64	MM	IS		
AP CHK 00423424	32209	UNIVAR SOLUTIONS USA INC	06/25/25	14,407.73	MM	IS		
AP CHK 00423425	58572	US FOODS INC	06/25/25	2,416.10	MM	IS		
AP CHK 00423426	58575	VALLEY OIL COMPANY	06/25/25	32,230.17	MM	IS		
AP CHK 00423427	56409R	VELASQUEZ, DANIEL	06/25/25	1,600.00	MM	IS		
AP CHK 00423428	41809	VESTRA RESOURCES INC	06/25/25	1,194.00	MM	IS		
AP CHK 00423429	51675R	VOGT, TAYLOR	06/25/25	250.00	MM	IS		
AP CHK 00423430	41633R	VOONGS ROOFING COMPANY	06/25/25	202.00	MM	IS		
AP CHK 00423431	48249	VSS INTERNATIONAL INC	06/25/25	1,022,930.68	MM	IS		
AP CHK 00423432	1579	VWR INTERNATIONAL LLC	06/25/25	119.72	MM	IS		
AP CHK 00423433	55963R	WANG, CHERESA	06/25/25	200.00	MM	IS		
AP CHK 00423434	50485	WAVE BROADBAND	06/25/25	1,295.00	MM	IS		
AP CHK 00423435	50485	WAVE BROADBAND	06/25/25	254.59	MM	IS		
AP CHK 00423436	59240	WAXIE SANITARY SUPPLY	06/25/25	4,224.59	MM	IS		
AP CHK 00423437	57738	WEST, RUTH	06/25/25	800.00	MM	IS		
AP CHK 00423438	1095	WESTLAKE ECO SOFT-TOUCH	06/25/25	962.00	MM	IS		
AP CHK 00423439	57993R	WHITLEY, MICHAEL ZACHARY	06/25/25	233.76	MM	IS		
AP CHK 00423440	25139	WITMER PUBLIC SAFETY GROUP	06/25/25	42.13	MM	IS		
AP CHK 00423441	21984	WONG, ANTHONY	06/25/25	1,177.20	MM	IS		
AP CHK 00423442	58707R	WONG, SUEMAN	06/25/25	500.00	MM	IS		
AP CHK 00423443	18388JPA	WOODSIDE FIRE PROTECTION DI	06/25/25	3,300.00	MM	IS		
AP CHK 00423444	53426	WRECO	06/25/25	48,287.67	MM	IS		
AP CHK 00423445	41132	WRIGHT, CHARLAYNE	06/25/25	1,215.00	MM	IS		
AP CHK 00423446	59304	XTEAM DESIGN AND CONSTRUCTI	06/25/25	10,000.00	MM	IS		
AP CHK 00423447	48173	YAMAHA GOLF CARS OF CALIFOR	06/25/25	50.73	MM	IS		

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00423448	58315	ZONE 4 CONSTRUCTION INC	06/25/25	465,956.50	MW	IS	
AP CHK 00423449	58467	ZOON ENGINEERING INC	06/25/25	52,899.45	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	5,237,509.86	Number of Checks Processed:	282
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 5,237,509.86

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DALY CITY REPEALING
AND REPLACING CHAPTER 5.104 TO THE DALY CITY MUNICIPAL
CODE RE: COMMERCIAL CANNABIS REGULATIONS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DALY CITY DOES ORDAIN
AS FOLLOWS:

SECTION 1: Chapter 5.104 of Title 5 of the Daly City Municipal Code is hereafter repealed
and replaced to read as follows:

Chapter 5.104
COMMERCIAL CANNABIS REGULATIONS

5.104.00	Findings
5.104.10	Purpose and Intent
5.104.20	Definitions
5.104.30	Types of Cannabis Operations Permitted
5.104.40	Commercial Cannabis Business License and State License Required
5.104.50	Commercial Cannabis Business License Fees
5.104.60	Conditions of Operation
5.104.70	Commercial Cannabis Business License – General Provisions
5.104.80	Commercial Cannabis Business License – Approval and Denial
5.104.90	Expiration and Renewal of Commercial Cannabis Business Licenses
5.104.100	Exercise of a Commercial Cannabis License
5.104.110	Suspension and Revocation by City
5.104.120	Inspection of Operations
5.104.130	License Non-Transferrable
5.104.140	Indemnification, Insurance, Limitation of City’s Liability
5.104.150	Outdoor Commercial Cannabis Cultivations and Activities Prohibited
5.104.160	Cannabis Equity Program
5.104.170	Equity Program Eligibility
5.104.180	Equity Verification Process
5.104.190	Equity Program Services and Benefits
5.104.200	Priority Licenses for Equity Applicants
5.104.210	Equity Program Administration

5.104.00 Findings.

The City Council finds:

- A. Since 1996, Cannabis for personal medicinal purposes, when recommended by a physician, has been legal in the State of California; and
- B. In 2016, California voters enacted Proposition 64, intended to create a comprehensive system to legalize, control, and regulate the Cultivation, Processing, Manufacturing, Distribution, testing, and sale of non-medical cannabis, including Cannabis products, for use by adults twenty- one (21) years and older, and to tax the Cultivation and Retail sale of cannabis for non-medical use; and
- C. In 2017, the Governor signed a bill to combine the regulation of both medical and non-medical cannabis under one (1) umbrella licensing and regulatory system, entitled the

- "Medical and Adult-Use Cannabis Regulation and Safety Act" (MAUCRSA or Act); and
- D. The Act does not limit the authority of a local governing body to adopt and enforce local ordinances regulating businesses licensed under the Act or to completely prohibit such businesses within the local jurisdiction to the full extent authorized to a local agency by the Act; and
 - E. The use, Cultivation, Distribution, production, possession and transportation of Cannabis or Cannabis products remains illegal under Federal law, and Cannabis remains classified as a "controlled substance" by both California and Federal law; and
 - F. The City Council intends to regulate the use, acquisition, Cultivation, production, Distribution, and Retail sale of commercial cannabis in a manner that is consistent with the California Constitution and the Act. The regulations are intended to apply to all commercial cannabis operations in the city by any cannabis business licensed under the state law. Commercial Cannabis Activity can have an impact on health, safety, and community resources, and this chapter is intended to license commercial cannabis businesses where it will have a minimal impact; and
 - G. To the extent that commercial cannabis businesses are registered and authorized by the State of California to operate in the corporate limits of the city, the City Council desires to provide for their licensing and regulation to protect the public health, safety and general welfare of the citizens of the city; and
 - H. This chapter is to be construed to protect the public over commercial cannabis business interests. Operation of a commercial cannabis business is a revocable privilege and not a right in the city. There is no property right for an individual or business to have a commercial cannabis business in the city; and
 - I. Commercial cannabis is a heavily regulated industry in the city, and the city has a zero-tolerance policy for violations of this chapter.

5.104.10 Purpose and Intent.

- A. It is the purpose and intent of this chapter to provide for the orderly regulation of the commercial cannabis industry within the City of Daly City with the intent of encouraging economic growth and job creation while protecting the public health, safety and welfare of the residents and patients of the city. The City Council may adopt by resolution any regulations or policies that will further the purpose of this chapter, and that do not conflict with the provisions herein.
- B. All definitions, authority, scope, responsibilities, requirements, standards, conditions, exemptions, procedures and penalties described within state law are adopted and incorporated. The City Manager or her/his designee shall administer and enforce the provisions of this Chapter, applicable state law, and the rules and regulations promulgated by the City Council and any applicable state departments. This Chapter and the regulations contained herein apply to the entire city.

5.104.20 Definitions.

- A. **"Applicant"** shall mean a person or entity that submits an Application or an Application for Renewal of a Commercial Cannabis Business License.
- B. **"Application for Renewal"** shall mean an application for a renewed Commercial Cannabis Business License, which application may be submitted by a Licensee.
- C. **"Cannabis"** shall have the meaning set forth in Business and Professions Code section and Business and Professions Code section 19300.5(f).
- D. **"Cannabis Operation"** shall mean any Commercial Cannabis Activity permitted under

- this Article."
- E. **"Cannabis products"** has the same meaning as in Section 11018.1 of the Health and Safety Code.
 - F. **"Manufacturer (Infusion-Only)"** means a Licensee that produces cannabis products solely through infusion, incorporating cannabis or cannabinoids into other products without the use of extraction or volatile solvents.
 - G. **"CC District" (Combined Cannabis District)** refers to the zoning overlay that permits co-location and integration of multiple cannabis uses including retail, microbusinesses, and manufacturers (infusion only) as established under Daly City Municipal Code Chapter 17.56.
 - H. **"Cannabis Distribution or Cannabis Distributor"** means a commercial cannabis operation engaged in the procurement, transport, storage, and transfer of cannabis and cannabis products between licensees. Within a Combined Cannabis (CC) District, a Cannabis Distributor shall operate as an ancillary use to a permitted Cannabis Retailer or other compatible cannabis business. Such operations may be non-storefront and include logistics, warehousing, inventory management, and order fulfillment that support the co-located primary use, provided all activities are conducted in accordance with applicable state and local laws.
 - I. **"Cannabis-Related Offense"** means an arrest, conviction, or adjudication to be a ward of the juvenile court in California for any crime under the laws of the State of California or the United States relating to the sale, possession, use, manufacture, or cultivation of cannabis that occurred during the period from 1971 to 2016.
 - J. **"Commercial Cannabis Activity"** shall have the meaning set forth in Business and Professions Code section 26001(k).
 - K. **"Cultivation"** shall mean any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
 - L. **"Delivery"** means the commercial transfer of cannabis or Cannabis products to a customer. "Delivery" also includes the use by a Retailer of any technology platform.
 - M. **"Distribution"** means the procurement, sale, and transport of cannabis and Cannabis products between entities licensed pursuant to state regulations.
 - N. **"Eligibility Zone"** refers to the areas within which the retail sale of cannabis is permitted as further described in Daly City Municipal Code Section 17.56.050
 - O. **"Equity Applicant"** means an individual who meets the criteria in Section 5.104.160(A).
 - P. **"Equity Business"** means a business the meets the criteria in Section 5.104.160(B).
 - Q. **"Immediate Family Member"** means a child, parent, sibling, spouse, legal guardian, or grandparent.
 - R. **"Licensee"** shall mean the Cannabis Operation Owner identified to the City as such, and to whom a City Commercial Cannabis Business License has been issued.
 - S. **"Manufacturer"** means a Licensee that conducts the production, preparation, propagation, or compounding of cannabis or Cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or Cannabis products or labels or relabels its container.
 - T. **"Cannabis Manufacturer (Infusion-Only)"** means a licensee that produces cannabis products through infusion, which means incorporating cannabis, cannabinoids, or cannabis concentrates into a product formulation without involving chemical synthesis, extraction, or volatile solvents.
 - U. **"Cannabis Microbusiness"** means a licensee that is authorized to engage in at least three (3) commercial cannabis activities including Cannabis Distribution,

Manufacturer (infusion only), and Cannabis Retailer under this Chapter, provided such licensee can demonstrate compliance with all requirements imposed by this Chapter on licensed cannabis distributors, manufacturers, and retailers to the extent the licensee engages in such activities.

- V. **“Ownership Interest”** means a right, proportionate to the interest held, to share in the business’s profits, including dividends, distributions, or other payments; a right, proportionate to the interest held, to the proceeds of a sale of the business’s assets, liquidation of the business, merger of the business into another business, or another transaction that would signify the end of the original business; and a right, proportionate to the interest held, to vote on fundamental decisions relating to the business.
- W. **“Processing”** means any method used to prepare cannabis or its byproducts for commercial sale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create cannabis related products and concentrates.
- X. **“Retail sale”** shall mean any exchange between a Retailer and a customer.
- Y. **“Cannabis Retailer”** or **“Retailer”** means a fixed place of business or facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including establishments authorized to deliver cannabis and cannabis products as part of a retail transaction. Cannabis Retailers may be authorized to operate within a Combined Cannabis (CC) District, a zoning overlay where co-location and ancillary use with compatible cannabis operations are permitted. These compatible uses include cannabis microbusinesses, cannabis distribution operations and infusion-only manufacturing, as allowed under applicable zoning and permitting requirements.
- Z. **“Shared-Use Manufacturing”** means a licensed cannabis manufacturing facility authorized to host multiple Licensees who take turns using a designated shared workspace and shared equipment to conduct manufacturing activities at the same facility. **“Testing laboratory”** means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or Cannabis products and that is both of the following:
 - 1. Accredited by an accrediting body that is independent from all other persons involved in the medical cannabis industry in the state.
 - 2. Licensed by the Bureau of Cannabis Control within the Department of Consumer Affairs.
- AA. **“Operator”** shall mean any person or entity responsible for management of the Cannabis Operation, any person listed on the Cannabis Operation’s Articles of Incorporation or Articles of Organization, any person or entity owning an interest in the Cannabis Operation, and any person that supervises another employee of the Cannabis Operation.
- BB. **“Owner”** shall mean the person or entity in whom is vested interest and title to the Cannabis Operation.
- CC. **“State Cannabis Laws”** shall include the Compassionate Use Act, the Medical Cannabis Program Act, the Medical Cannabis Regulation and Safety Act, and the Adult Use of Cannabis Act, and all other State laws regulating Cannabis and Cannabis products, as they may be amended.
- DD. **“State License”** shall mean a license from the State issued pursuant to sections 26050 et seq. of the California Business and Professions Code.

5.104.30 Types of Cannabis Operations Permitted.

- A. Cannabis Operations including Storefront and Non-storefront Retailers, Cannabis Distributors, Manufacturers (Infusion-Only), Microbusinesses, and Testing

Laboratories shall be permitted in the City, as further defined in Daly City Municipal Code Section 17.56.050.

- B. Cannabis Storefront and Non-storefront Retailers shall be permitted to operate in designated shall be permitted to operate in the City, as further defined in Daly City Municipal Code Section 17.56.050.
- C. Cannabis Distributors shall be allowed in Combined Cannabis (CC) Districts when operating as an ancillary use to a permitted primary use such as Cannabis Retail, Infusion-Only Manufacturing, or Microbusiness. Standalone distribution businesses are subject to separate zoning and permitting requirements through a Planned Development (PD) process.
- D. Cannabis Testing laboratories shall be permitted to operate in any commercial or industrial zone where a similar medical or testing facility is allowed.
- E. City of Daly City generally does not allow for other types of Commercial Cannabis Operations such as Cultivation, Distribution, and Manufacturing; however, such uses may be permitted at the discretion of the City through the Planned Development (PD) zoning process, subject to site-specific review and compliance with applicable state and local regulations.

5.104.40 Commercial Cannabis Business License and State License Required.

- A. It is unlawful for any person conducting, operating, owning, or in control of any premises to sell cannabis or Cannabis products, whether medical (medicinal) or adult use (recreational), within the city of Daly City unless such person holds a valid Commercial Cannabis Business License, pursuant to the provisions of this chapter. All Retail sales of any type, including online and Delivery service sales, are included in this requirement and are unlawful without the required Commercial Cannabis Business License. A separate Commercial Cannabis Business License is required for each location.
- B. Operation of a Cannabis Operation shall not commence until a Licensee has obtained a valid State License. Licensees shall maintain a valid State License at all times during operation of a Cannabis Operation and shall comply with any applicable State licensing requirements.
- C. A copy of the Cannabis business license shall be displayed at all times in a place visible to the public.
- D. A Commercial Cannabis Business License issued by the City of Daly City shall be valid for one year or until September 30th each year, unless sooner revoked. No license granted herein shall confer any vested right to any person or for more than the above-referenced period.
- E. A Commercial Cannabis Business License shall be issued to the specific person or persons listed on the Business License application.
- F. A Commercial Cannabis Business License is not transferable and does not run with the land or with the business. Any change to the business location, organizational structure, or ownership requires a new application with associated fees.

5.104.50 Commercial Cannabis Business License Fees.

- A. Every application for a Commercial Cannabis Business License or renewal of such license shall be accompanied by a non-refundable license application fee in an amount set forth by separate resolution of the City Council, which amount is calculated to recover the City's full cost of reviewing, issuing and administering said license. The adoption of such fees shall not prevent the city from recovering enforcement costs not

specified in such resolution.

- B. A fee for renewal of a Commercial Cannabis Business License will be due annually.

5.104.60 Conditions of Operation.

- A. **Security Plan.** A Licensee shall provide adequate security on the premises of the Cannabis Operation. All security measures must be fully operational in the event of a power outage. The following minimum- security standards shall be maintained at all times:
 - B. **Surveillance system.**
 - 1. Each Cannabis Operation shall be monitored at all times by closed-circuit television surveillance system. The camera and video recording surveillance system must be capable of providing surveillance of both interior and exterior areas of the Cannabis Operation and must be of adequate quality, color rendition and resolution to allow the ready identification of an individual on or adjacent to the Property. The video surveillance system must have the capability to document each Retail sale and shipping/receiving transactions and all storage and processing areas.
 - 2. The security cameras must be Internet Protocol (IP) cameras capable of providing real time footage over the internet. Operators must provide the Daly City Police Department with access to this real-time camera footage in case of an emergency.
 - 3. Security cameras shall be in use 24-hours per day, seven days per week, and shall cover all cannabis dispensing areas, storage areas, all doors and windows with access into the facility, parking areas if applicable, and any other areas not mentioned as determined by the Chief of Police or his/her designee.
 - 4. The recordings shall be maintained at the Cannabis Operation for a period of not less than thirty (30) days and shall be provided to the City Police Department within twenty-four (24) hours of a written request from the Police Department for any recordings.
 - 5. Each Licensee shall notify the Chief of Police immediately after discovering any of the following: diversion, theft, loss, or any criminal activity involving the Cannabis Operation; significant discrepancies identified during inventory; or any other breach of security.
 - 6. A sign shall be posted inside and at the entrances to the establishment indicating that the premises are under camera/video surveillance.
 - 7. Window and door areas shall not be covered, tinted, or made opaque in any way, or obscured in any way by landscaping, floor displays, equipment, or the like.
 - 8. Cannabis Operations shall be equipped with motion activated lighting at both front and back doors.
- C. **Loitering Adjacent to a Cannabis Operation.**
 - 1. Licensees shall take reasonable measures to reduce loitering by Cannabis Operation patrons, guests and invitees in public areas, sidewalks, alleys and areas surrounding the Property and adjacent premises during the business hours of the Cannabis Operation.
- D. **Nuisances Prohibited.**

1. A Licensee shall take reasonable steps to correct objectionable conditions that constitute a nuisance on any public sidewalk or public space abutting the Cannabis Operation premises.
 - A. For purposes of this section, “objectionable conditions that constitute a nuisance” means public consumption of Cannabis products, disturbance of the peace, drug trafficking, disposing of litter or trash, or excessive loud noise.
 - B. For purposes of this section, “reasonable steps” means all of the following:
 1. Calling the local law enforcement agency. Timely calls to the local law enforcement agency that are placed by the Licensee, or his or her agents or employees, shall not be construed as evidence of objectionable conditions that constitute a nuisance.
 2. Requesting those persons engaging in activities causing objectionable conditions to cease those activities, unless the Licensee, or his or her agents or employees, feel that their personal safety would be threatened in making that request.
 3. Making good faith efforts to remove items that facilitate loitering, such as furniture, except those structures approved or permitted by the City. The Licensee shall be liable for the removal of those items that facilitate loitering.

E. On-Site Security.

1. Cannabis Operators engaged in Retail sale shall hire and/or contract for security personnel to provide security services for the licensed retail premises. All security personnel hired or contracted for by the Licensee shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.
2. Security personnel must be at least 21 years of age and be licensed by the Bureau of Security and Investigative Services.
3. All Cannabis Operators engaged in Retail sale must have at least one (1) active security guard on duty during operating hours.
4. Security guards and commercial cannabis business personnel shall monitor the site and the immediate vicinity around the site to ensure that patrons leave the site following their purchase and do not consume cannabis in the vicinity of the business, on the property, or in the parking lot.
5. The Security guard shall ensure that no persons under the age of twenty-one (21) be allowed to enter the commercial cannabis business unless persons under twenty-one (21) possess a valid Medical Marijuana Identification Card issued by the State of California.

F. Security Alarm System.

1. Where Commercial Cannabis Operations take place, Applicants shall maintain a centrally monitored fire and security alarm system covering doors, windows, glass break and interior motion.
2. A panic button shall be required to be integrated into the Commercial Cannabis Operations’ security and alarm system.

G. Product Storage.

1. Operators shall ensure that any cannabis or Cannabis products stored at their location is in a secure area equipped with commercial locks and reinforced doors.

H. State Laws and Regulation.

1. Licensee shall comply with all security requirements as established by state law and regulations, as they may be updated from time to time.

5.104.70 Commercial Cannabis Business License – General Provisions.

A. Application Procedures

1. Commercial Cannabis Business Licenses shall not be issued until after the Planning Division has issued a Zoning Clearance and has approved the proposed location of the Cannabis Operation; moreover, Commercial Cannabis Business Licenses shall not be issued until after the Police Department has approved the Security Plan associated with the proposed Cannabis Operation.
2. Application Fee. The non-refundable application fee to apply for a Commercial Cannabis Business shall be set by resolution of the City Council and shall be calculated so as not to exceed that amount which would recover the total costs of both license administration and license enforcement.
3. Application Filing Requirements. A complete Commercial Cannabis Business License Application or Application for Renewal along with all required fees and materials required by this Article, shall be submitted in order for a person, entity, and/or business to be considered for a Commercial Cannabis Business License. All Commercial Cannabis Business License applications or Applications for Renewal shall be filed using forms and authorizations provided by the City.
4. Commercial Cannabis Business License Applications and Applications for Renewal shall include:
 - a. For each Licensee, Owner, Operator and employee of the Cannabis Operation, a fully legible copy of one valid government-issued form of photo identification, such as a state driver's license or identification card. Acceptable forms of government-issued identification include, but are not limited to, driver's license or photo identity cards issued by the state Department of Motor Vehicles (or equivalent) that meet REAL ID benchmarks, a passport issued by the United States or by a foreign government, U.S. Military ID cards (active duty or retired military and their dependents) or a Permanent Resident card.
 - b. If the Cannabis Operation is a corporation, a certified copy of the Corporation Secretary of State Articles of Incorporation, Certificate(s) of Amendment, Statement(s) of Information.
 - c. If the Cannabis Operation is a partnership, a copy of the articles of or partnership.
 - d. The name, address, electronic mail address and mobile phone number of
 - e. the Applicant's or Licensee's current designated Agent for Service of Process.
 - f. Emergency Business Contact. The name, electronic mail address, and

mobile phone number of at least three (3) responsible emergency contact names on file with the Police Department. Emergency Business Contacts can be an Owner, Operator, or manager; they will act as an on-site community relations staff person to whom the City may provide notice of any operating problems associated with the Cannabis Operation.

- g. Emergency Contact. The name, electronic mail address, and mobile phone number, of at least one person that the City may contact in the event of an emergency.
- h. A statement dated and signed by each Applicant, under penalty of perjury, that the Applicant has personal knowledge of the information contained in the Application, that the information contained therein is true and correct.

5. In addition to a completed Commercial Cannabis Business License Application or Application for Renewal, Applicants or Licensees shall provide and submit the following information to the City:

- a. The Applicant and each Owner, Operator and employee shall consent to fingerprinting and a criminal background investigation and shall undergo fingerprinting and a criminal background investigation.
- b. Security Plans. Applicants shall provide a plan to provide adequate security on the premises of the Cannabis Operation. The Plan shall include standards showing the Cannabis Operation's ability to comply with the conditions of Section 5.104.60 of this Chapter.
- c. Premises Diagram. Applicants shall submit a preliminary premises diagram which focuses on proposed security measures and how they relate to the overall business (Pursuant to Bureau of Cannabis Control regulations, Title 16, Division 42 §5006 and CCR Title 17, Division 1, Chapter 13, § 40105, Premises Diagram, as applicable).
 - 1. The diagram shall be accurate, dimensioned and to scale (minimum 1/8th" scale).
 - 2. The diagram shall show the property boundaries, premises boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways and shall include a brief statement or description of the principle activity to be conducted in each area of the premises and all limited-access areas.
 - 3. The premises shall not be in a location that requires persons to pass through an establishment that sells alcohol or tobacco to access the cannabis premises or requires persons to pass through the cannabis premises to access an establishment that sells tobacco or alcohol. Approval is not in place of permitting.

- B. Ongoing Filing Requirements. Where a Cannabis Operation or Licensee replaces, hires, appoints or employees new Operators and/or employees to its Cannabis Operation, all such Operators and employees shall be required to submit to fingerprinting and a criminal background investigation pursuant to Section 4-16.04(b)(3)(i) of this Article.

5.104.80 Commercial Cannabis Business License – Approval and Denial.

- A. The City Council may set by resolution additional rules and regulations regarding the approval of Commercial Cannabis Business License Applications and selection of Commercial Cannabis Business Operators. In addition to any such criteria established by

Resolution, to be considered for a Commercial Cannabis Business License in City of Daly City, Applicants must submit a completed Commercial Cannabis Business License Application that meets the following minimum criteria:

1. The Planning Division has issued a Zoning Clearance and approved the proposed location of the commercial cannabis business operations.
2. The Planning Division has received evidence that the Commercial Cannabis Business has sufficient control/approvals on the property on which they would like to conduct business in the form of a lease (can be contingent upon license award), property ownership, or signed letter from property owner.
 - a. Only one Commercial Cannabis Business License application can be submitted for each eligible retail space; Applicants should confirm with the property owner that they are the sole Applicant for any eligible retail space.
 - b. Applicants can submit multiple Commercial Cannabis Business License applications insofar as each application is located within a separate Eligibility Zone as further detailed and described in Daly City Municipal Code Section 17.56.050
3. The Police Department has issued a security clearance and approved the proposed Security Plan of the commercial cannabis business operations (minimum standards set forth in Section 5.104.60 of this Chapter).
4. The Applicant and each Owner, Operator and employee of the Cannabis Operation have authorized and completed fingerprinting.
5. The Applicant and each Owner, Operator and employee of the Cannabis Operation have authorized the use of their fingerprinting results to run a State and nationwide criminal background check.
6. The results of the criminal background checks establish that the Applicant, Owner(s), Operator(s), and employees have not been convicted of an offense that is substantially related to the qualifications, functions, or duties of a Cannabis Operation. The following offenses are substantially related to the qualifications, functions, or duties of a Cannabis Operation:
 - a. A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code.
 - b. A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code.
 - c. A felony conviction involving fraud, deceit, or embezzlement.
 - d. A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.
 - e. A felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8.
 - f. Conviction for any controlled substance felony subsequent to licensure shall be grounds for revocation of a license or denial of the renewal of a license.
7. The Applicant has not been convicted, cited, fined, or penalized by the State or any city, county, or city and county, or enjoined by any court of law, in the five years immediately preceding the application for a Commercial Cannabis Business License or Commercial Cannabis Business Renewal License, for any unauthorized Cannabis activities.
8. The Applicant has not been convicted, cited, fined, or penalized by the State or

any city, county, or city and county, or enjoined by any court of law, in the five years immediately preceding the application for a Commercial Cannabis Business License or Commercial Cannabis Business Renewal License, for Cultivation or production of a controlled substance on public or private lands.

9. The Applicant has paid the non-refundable Commercial Cannabis Business License application fee.

B. Lottery System

1. All applications for a given year will be due by a date determined by the City. Application windows will be articulated online.
2. City Staff will review submitted Commercial Cannabis Business License Applications to ensure that they meet the minimum criteria outlined above in Section and 5.104.70.
3. Applications that do not meet the minimum criteria outlined above in Section will be removed from consideration. Proposing Operators will be notified if their application does not meet City's minimum criteria prior to application selection.
4. After closing the application acceptance window, the City will categorize received eligible applications by Eligibility Zone as further detailed and described in Daly City Municipal Code Section 17.56.050.
5. For each Eligibility Zone, if one or more Equity Applicants have submitted eligible applications, City staff shall first randomly select one (1) equity applicant from among those applicants for that Eligibility Zone. If no Equity Applicants have applied in a given Eligibility Zone, City Staff shall randomly select one (1) eligible applicant from the remaining non-equity applicants. Selected Applicants shall be issued a provisional Commercial Cannabis Business License with an invitation to apply for a formal Commercial Cannabis Business License pending final verification of Security Plans and site control in the form of an executed lease or property ownership.
6. All Applicants must show continual good faith efforts to obtain the Commercial Cannabis Business License or else communicate that they are no longer pursuing the application.
7. If the City determines that the Applicant is not acting in good faith, the City shall notify the Applicant of the intent to deny the application and the required next steps for the Applicant to rectify. The Applicant shall have 30 days from the date of the issuance of the notification to meet the next steps, or the application shall be denied.
8. If an application is denied or the Applicant decides not to pursue the application, the City shall select at random (1) eligible Equity Applicant (if one remains) from the pool of remaining Applicants with a proposed location in the same Eligibility Zone from which the denied or abandoned application was selected. If no equity applicants remain in that Eligibility Zone, the City shall randomly select from the remaining non-equity applicants.
9. Applications for renewal of Commercial Cannabis Business Licenses will not be selected through a lottery process. Previously licensed and operating Cannabis Retailers will be given the option to continue their operations pending review and final approval of a Commercial Cannabis Business License Application for Renewal by City Staff.

C. Criteria for Denial.

1. Commercial Cannabis Business Licenses shall not be issued or renewed where the City confirms that one or more of the criteria set forth in this Chapter have not been met. If the City denies the Commercial Cannabis Business License

Application or Application for Renewal, the City Manager or his or her designee shall specify in writing the reasons for the denial of the Application or Application for Renewal and notify the Applicant that the decision shall become final unless the Applicant seeks an appeal pursuant this Section.

D. Appeal from City Determination.

1. An Applicant who disagrees with the City's decision to issue or deny a Commercial Cannabis Business License may appeal the City's decision to the City Council. All appeals must be in writing, submitted to the City Clerk within ten (10) days following the City's determination. Upon receipt of a timely filed appeal, the City shall schedule a public hearing to consider the appeal no less than 90 days from the date of the appeal.

5.104.90 Expiration and Renewal of Commercial Cannabis Business Licenses.

- A. Commercial Cannabis Business Licenses shall expire one year after their issuance.
- B. Commercial Cannabis Business Licenses must be renewed on an annual basis prior to expiration by filing a Commercial Cannabis Business License Application for Renewal with the City and a renewal fee in an amount set forth by separate resolution of the City Council, which amount is calculated to recover the City's full cost of reviewing, issuing and administering said license.
- C. The Application for Renewal and the renewal fee shall be filed at least 30 days, but not more than 60 days, prior to the expiration of the Commercial Cannabis Business License. If a timely renewal application is filed, the Cannabis Operation's Commercial Cannabis Business License shall not expire until the date that the City approves or denies the Commercial Cannabis Business License Application for Renewal.
- D. An Application for Renewal shall be subject to all filing requirements set forth in Section 5.104.60 and 5.104.70 of this Chapter.
- E. The City shall issue or deny an Application for Renewal in accordance with the provisions of Section 5.104.80 of this Chapter.

5.104.100 Exercise of a Commercial Cannabis Business License.

- A. A Commercial Cannabis Business License shall be exercised within twelve (12) months after being awarded a license. A Cannabis Business License shall be considered exercised when all of the following occur:
 1. A City Building Permit or Grading Permit is secured, and construction lawfully commenced,
 2. Evidence of passing final building inspection, and
 3. The permitted use(s) has commenced on the site,
- B. Failure to exercise a Commercial Cannabis Business License within the timeframe established in Section 5.104.100(A) may result in revocation of License.
- C. The City Manager or their designee(s), in their sole discretion, may extend the timeframe established in Section 5.104.100(A) for up to a maximum of six months, if it is determined that the applicant has made a good faith effort to exercise the Commercial Cannabis Business License within the defined timeframe.

5.104.110 Suspension and Revocation by City.

- A. A Commercial Cannabis Business License issued under the terms of this Chapter shall be suspended or revoked by the City if he or she concludes any of the following:

1. The Cannabis Operation has violated any of the requirements of this Chapter.
2. The Cannabis Operation is being operated in a manner which violates the Security Plan required by this Chapter.
3. The Cannabis Operation is being operated in a manner which constitutes a nuisance.
4. The Cannabis Operation has failed to comply with the conditions of operation set forth in Chapter.
 - a. The Cannabis Operation will be given a reasonable amount of time to resolve violations issued pursuant to this Chapter or other city code violations.
5. Results of a criminal background check establish that the Licensee, Owner(s), Operator(s), and/or employees have been convicted of an offense that is substantially related to the qualifications, functions, or duties of a Cannabis Operation. The following offenses are substantially related to the qualifications, functions, or duties of a Cannabis Operation:
 - a. A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code.
 - b. A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code.
 - c. A felony conviction involving fraud, deceit, or embezzlement.
 - d. A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.
 - e. A felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8.
 - f. Conviction for any controlled substance felony subsequent to licensure shall be grounds for revocation of a license or denial of the renewal of a license.
 - g. Conviction for Cultivation or production of a controlled substance on public or private lands pursuant to Section 12025 or 12025.1 of the Fish and Game Code.
 - h. Conviction for unauthorized commercial Cannabis activities in any city, county or city and county in the five years immediately preceding the issuance of a Commercial Cannabis Business License or Commercial Cannabis Business Renewal License.
6. The Applicant has been convicted, cited, fined, or penalized by the State or any city, county, or city and county, or enjoined by any court of law, in the five years immediately preceding the application for a Commercial Cannabis Business License or Commercial Cannabis Business Renewal License, for any unauthorized Cannabis activities.
7. The Applicant has been convicted, cited, fined, or penalized by the State or any city, county, or city and county, or enjoined by any court of law, in the five years immediately preceding the application for a Commercial Cannabis Business License or Commercial Cannabis Business License, for Cultivation or production of a controlled substance on public or private lands.
8. The Cannabis Operation is being operated in a manner which conflicts with or violates State Cannabis Laws.
9. A Licensee has attempted to transfer or has transferred a Commercial Cannabis Business License to another person or entity.

10. A Licensee's State License has been suspended, terminated, or revoked.
 - a. Expiration. Any Commercial Cannabis Business License revoked pursuant to this subsection shall be deemed to be expired and shall no longer entitle the Licensee to any privileges authorized by the Commercial Cannabis Business License.
 - b. Appeal from City Determination.
- C. A Licensee who disagrees with the City's decision to suspend or revoke a Commercial Cannabis Business License may appeal the City's decision to the City Council. All appeals must be in writing, submitted to the City Clerk within ten (10) days following the City's determination. Upon receipt of a timely filed appeal, the City shall schedule a public hearing to consider the appeal no less than 90 days from the date of the appeal.

5.104.120 Inspection of Operations.

- A. City officials may enter and inspect a Cannabis Operation at any time during normal business hours without notice, and to ensure compliance and enforcement of the provisions of this Chapter.
- B. No Licensee or any other person shall refuse, impede, obstruct, or interfere with an inspection pursuant to this Article.

5.104.130 License Non-Transferable.

- A. Licenses issued pursuant to this Article shall be non-transferable to a different person or entity. Any attempt to transfer or any transfer of ownership or control of a Cannabis Operation shall be grounds for revocation of the Commercial Cannabis Business License by the City.

5.104.140 Indemnification, Insurance, Limitation of City's Liability.

- A. To the fullest extent permitted by law, the City of Daly City shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Business License pursuant to this Chapter or otherwise approving the operation of any commercial cannabis business pursuant to this Chapter. As a condition of approval of any Commercial Cannabis Business License issued pursuant to this Chapter, the person to which a Commercial Cannabis Business License is issued shall be required to meet all of the following conditions:
 1. Execute an agreement indemnifying, defending (at its sole cost and expense), and holding the City of Daly City and its officers, employees, representatives, and agents harmless from any and all claims, losses, damages, injuries or liabilities associated with the permitting or approving the operation of a Commercial Cannabis Activity or the operation thereof or associated with the commercial cannabis business or its members' violation of any federal, state or local laws.
 2. Maintain insurance at coverage limits and with conditions thereon determined necessary by the City Attorney.
 3. Reimburse the City of Daly City for any and all costs and expenses, including attorney fees and costs and court costs that the City of Daly City may be required to pay as a result of any legal challenge related to the City's approval of a Commercial Cannabis Business License pursuant to this Chapter or the City of Daly City's approval of the operation of a Commercial Cannabis Activity. The City of Daly City may, at its sole discretion, participate at its own expense in

the defense of any such action, but such participation shall not relieve the obligations imposed under this section.

5.104.150 Outdoor Commercial Cannabis Cultivations and Activities Prohibited.

- A. Outdoor commercial Cannabis Cultivation, including, but not limited to, Cultivation in greenhouses, hoop structures, and by mixed light (part daylight/part artificial light), is prohibited and unlawful. This section prohibits all outdoor commercial Cannabis Cultivation, including Cultivation for profit or not for profit Cultivation, and including commercial Cultivation for adult recreational use or medicinal purposes. Outdoor storage, harvesting, drying, Processing, or Manufacturing of commercial Cannabis or Cannabis products is prohibited and unlawful.

5.104.160 Cannabis Equity Program.

The City hereby establishes a Cannabis Equity Program to promote equitable ownership and employment opportunities in the cannabis industry for individuals and communities disproportionately impacted by cannabis criminalization. The program aims to reduce barriers to entry and provide support to eligible equity applicants and licensees, thereby fostering a diverse and inclusive local cannabis industry.

5.104.170 Equity Program Eligibility.

- A. To be eligible for the Equity Program as an Equity Applicant, an individual must meet all the following criteria:
1. Cannabis Related Offense History
 - a. During the period of 1971-2016, was arrested for or adjudicated a ward of the juvenile court for a Cannabis-Related offense, under California law or equivalent federal or state law. Cannabis; and
 2. Income Requirements
 - a. Has an annual household income at or below 80% of the Area Median Income (AMI) for San Mateo County, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development (HUD), in either the calendar year preceding or the year of submitting the equity verification application; and
 - b. Has a personal net worth of less than \$250,000.
 3. Connection to Affected Community
 - a. Demonstrates a tangible connection to a community historically impacted by cannabis criminalization. This may be established through one or more of the following criteria:
 1. Currently resides in, or for at least five cumulative years has resided in, a community identified by the City as disproportionately impacted by cannabis enforcement;
 2. Was displaced from such a community due to eviction, foreclosure, or loss of housing assistance;
 3. Attended school in such a community for a cumulative total of at least five years;
 4. Was placed in the foster care system in San Mateo County.
- B. Equity Business Eligibility

1. To qualify as an Equity Business, the business must be majority-owned (51% or more) by one or more Equity Applicants, and such ownership must be maintained for a minimum of three (3) years.

5.104.180 Equity Verification Process

- A. A complete application is required to qualify as an Equity Applicant or Equity Business. Any person seeking to be verified as an Equity Applicant or Equity Business shall submit an Equity Verification Application to the City, signed under penalty of perjury, using the form approved by the City.
- B. Upon review of an application, if an application is determined to be incomplete, the City shall provide notice to the applicant, who shall have ninety (90) calendar days to correct all deficiencies in the application.
- C. If the applicant fails to correct said deficiencies within the ninety (90) day period, the application shall be deemed abandoned, void, and of no further force and effect. The applicant may reapply at any time following an abandoned application.
- D. The City Manager or their designee may extend the deadline upon showing of good cause by the applicant for the inability to provide all required information by the deadline, if a written request for an extension is received no later than ten (10) calendar days prior to the deadline. For purposes of this subsection, the term "good cause" shall mean the applicant's failure to complete the application process occurred due to circumstances outside of the applicant's control.
- E. Upon review of an application, if an application is determined to not meet the criteria to be verified as an equity applicant, the City shall have the right to reject said application. All rejections are final and may not be appealed. An equity applicant may reapply at any time after having an application rejected.

5.104.190 Equity Program Services and Benefits.

- A. General program benefits and services provided by the Program will include:
 1. Technical Assistance.
 2. Application Assistance.
 3. Application Priority Processing.
- B. Depending on need and availability of funds from grants or other sources, the program may also provide:
 1. Direct Grant Funding.
 2. Fee waivers or reduction.
 3. Expungement Services

5.104.200 Priority Licenses for Equity Applicants

- A. At least 50% of all retail cannabis licenses issued by the City shall prioritize verified Equity Applicants.

5.104.210 Equity Program Administration.

- A. The City Manager or their designee is authorized to make reasonable rules, policies, and procedures consistent with the intent and spirit of this Manual to develop and implement an administrative program for this Equity Program. Regulations promulgated by the City Manager become effective upon date of publication, unless specified otherwise.

SECTION 2. Severability. If any provision of this Ordinance is held by any court or by any Federal or State agency of competent jurisdiction, to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, such provision shall be considered a separate, distinct, and independent part of this Ordinance, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision thereof which had previously been held invalid or modified is no longer in conflict with such law, rule or regulation, said provision shall thereupon return to full force and effect and shall thereafter be binding.

SECTION 3: Environmental Determination. The City Council of the City of Daly City finds and determines that the implementation of measures described in this Chapter is in furtherance police powers of the City of Daly City, and that these purposes are exempt from the provisions of the California Environmental Quality Act (CEQA); Chapter 3 (commencing with Section 21100) of Division 13 of the Public Resources Code, as provided in categorical exemption within CEQA's categorical exemption for activities involving regulation of activities.

SECTION 4: Publication/Summary 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 it 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 in full force and effect thirty (30) days from and after its passage.

Introduced this 23rd day of June, 2025.

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 _____ 2025, 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